



DAYCARE

COLLECTIVE AGREEMENT

Between

**LAWRENCE HEIGHTS
COMMUNITY DAY CENTRE**

And

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES
AND ITS LOCAL 2484-07**

Expiry Date: December 31, 2025



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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, employment, service and other matters mutually agreed to;
- 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 promoting their intellectual, physical and emotional development;
- 5) to encourage and promote co-operation and mutual support between day care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for day care generally and are adversely affected by attempts to restrain or cut back government expenditures for day care;
- 6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary functions of management and to direct the working forces, subject to the terms of this Agreement in accordance with the Child Care and Early Years Act, 2014, the guidelines of the Ministry of Children and Youth Services (MCYS) and the Toronto Children's Services (TCS). The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedures.

2.02 Not Discriminatory

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

ARTICLE 3 RECOGNITION AND NEGOTIATION

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, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons 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.

3.03 This Collective Agreement is fully applicable to all Full-time, part-time, Regular Supply, and temporary employees, unless otherwise specified.

Definition of Employees

A full-time employee is a person employed by the Day Care who regularly works the full-time hours specified in Article 17.

A part-time employee is a person employed by the Day Care who regularly works less than the full-time hours specified in Article 17.

A temporary employee is one who is employed for a specific period of time to, for example, replace an employee who is ill, on leave of absence, or is on maternity leave, Parental or Adoption leave. The time period shall not be less than three (3) months. Employees may work up to one (1) year unless otherwise agreed to by the Employer and the Union.

Supply staff: Supply staff is an employee who is called in on an on call or day to day basis to replace a permanent employee who is absent or employed for a specific period of time to replace an employee who is ill or on a short term leave of up to three (3) months. The Employer agrees to maintain a list of Supply staff of eight (8) employees, two (2) of whom must be RECE. Supply staff will be offered work, prior to casual employees. Hours shall be assigned in order of seniority. Supply staff are members of the union.

A casual employee is an employee who is employed to replace bargaining unit staff. Casual staff may only be called once all staff have been offered work, and are not available. Casual staff are not members of the bargaining unit.

No other types of employee shall be employed by the daycare.

3.04 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 DISCRIMINATION

4.01 Employer and/or Employees Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, sexual orientation, sex or marital status, physical disability, 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 of a child currently attending the programmes. The Employer also agrees that there will be no personal harassment of any kind allowed against staff by Management or employees.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

As a condition of employment, all employees of the Employer shall remain members in good standing of the Union according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the Union within ninety (90) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each payroll and shall be forwarded to the 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 or any other reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

6.04 In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will continue to provide all of the information set out in Article 6.02 above.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT 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 articles dealing with Union security and dues check off.

7.02 Interviewing Opportunity

Every new employee shall be given an opportunity to be interviewed by a representative of the Union outside of regular working hours, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union.

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

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

9.02 Union Bargaining Committee

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

9.03 Function of Bargaining Team

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

9.04 Representatives 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 or any other advisors when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

9.05 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 meeting must be held no later than thirty-one (31) calendar days after the 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.

9.07 Technical Information

Prior to the meeting referenced in 9.05, either party shall make available to the Union or the Employer, any required information such as case documents correspondence, agreements, budgets, job descriptions, positions in the bargaining Unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans which are pertinent for collective bargaining purposes.

9.08 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, Union meetings on topics related to employment to be held on the Employer's premises during the employees' lunch period or following the regular working day. Prior arrangement for such function shall be made with the Employer and no such function shall be permitted where it will interfere with the normal operation of the centre.

9.09 All employees shall attend a minimum of two workshops per calendar year one workshop will be scheduled during working hours. The first aid workshop will be scheduled Monday to Thursday after working hours. The workshops shall be chosen in consultation with the supervisor.

9.10 Employees shall be entitled to a minimum of three (3) days with pay and benefits per calendar year for the following:

- i. Participating in courses/workshops that promote their career or professional skills
- ii. Upgrading their qualifications

Such time is in addition to any programming time that employees are entitled to.

If a course/workshop is scheduled outside of the normal working hours, the employee will be paid for such time attending the course.

The time spent will be counted toward the three (3) days.

Employees will be responsible for organizing their own training and before registering will receive the consent from the Employer.

9.11 The Employer shall pay for courses/workshops to a maximum of \$500 for full time and \$350 for part time per calendar year for each bargaining unit employee. Included in this cost will be registration fees and costs associated with attending the courses/workshops (such as parking, upgrading their internet), if any.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

Any reports or recommendations of the Employer about to be made to the Municipal, Regional or Provincial governments or their respective advisory committees dealing with matters of the 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

Copies of all proposed or adopted motions, briefs, resolutions, bylaws or rules and regulations by the Municipal, Regional, or Provincial governments or their respective advisory committees which affect the members of this Union and/or the general provisions of day care received by either party shall be maintained in an open file to which the employees have access.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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

11.02 Unit Stewards

There shall be a steward for each unit or day care centre affected by this Collective Agreement and the steward for each unit shall be listed in Schedule "C" of this Agreement. The Union shall notify the Employer in writing of any changes to this list.

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 her/his supervisor. Time for steward duties shall be granted within the next working day.

11.04 Definition of Grievance

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

11.05 Settling of Grievances

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

Step 1

The aggrieved employee(s) will submit the grievance to her/his steward not later than fifteen (15) working days after the occurrence of the event which gave rise to the grievance. If the employee's steward is absent she/he may submit her/his 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 not later than twenty (20) working days after the occurrence of the event which gave rise to the grievance first seek to settle the dispute with the Director, the Co-ordinator or Supervisor of the Day Care Centre, or with the appropriate committee, as designated by the centre and communicated to the Union in writing immediately following the signing of this Agreement.

Step 3

Failing satisfactory settlement within ten (10) 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 Board of the Day Care Centre. The Board shall render its decision, in writing, within fifteen (15) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may, within twenty (20) working days, refer the dispute to arbitration.

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 Union May Institute Grievances

The Union shall have the right to initiate the grievance procedure on behalf of any Union member or group of Union members and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

11.08 Grievance on Health and Safety

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

11.09 Replies in Writing

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

11.10 Facilities for Grievances

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

11.11 Mutually Agreed Changes

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

11.12 Technical Objections to Grievance

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

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 name 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 appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister 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.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where 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 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the arbitrator it appoints;
- 2) one-half of the fees and expenses of the chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties. The time limits in this Agreement are not mandatory, but merely discretionary.

12.08 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.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Principle of Innocence

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

13.02 Discipline Procedure

The employee shall be notified in writing of the action and/or penalty. If the employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Secretary of the Union. The employee shall continue her/his employment with all rights and privileges of the Board while the Union processes a grievance with the Employer. Should the dispute not be resolved by the grievance procedure, the employee shall continue her/his employment with all rights and privileges, unless an arbitration board or grievance commissioner rules otherwise. This clause shall not restrict the Employer from suspending an employee with 75% pay and full benefits until the issue is resolved through the grievance procedure or arbitration procedure. Should the employee be found innocent, he/she shall be reinstated and reimbursed for the additional 25% pay.

13.03 Burden of Proof

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

13.04 Warning

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

The Employer shall only discipline an employee for just cause.

13.05 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line 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 be paid at the discretion of the Employer.

13.06 Political Action

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

13.07 Adverse Report

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

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

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

13.08 Right to Have Steward Present

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

13.09 Access to Personnel File

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

13.10 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of continuous service in the employ of the Employer calculated from the employee's most recent date of hire, and shall be used as set out in other provisions of this Agreement. Regular Supply Staff and Supply Staff hired after the date of ratification of this agreement shall accumulate seniority at the rate of 1820 hours worked equivalent to one (1) year of service.

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 every January of each year and kept on file at the Day Care Centre.

14.03 Probation for Newly Hired Employees

- (a) A newly hired employee (other than Supply staff as defined in paragraph (b) below) shall be on probation for a period of six (6) months from the date of hiring. After three (3) months, the Employer shall review the work

performance of the employee and submit the evaluation to the employee. Days worked need not be consecutive for purposes of calculating period of probation. During the first three (3) months of the probationary period, the employee shall not be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

- (b) The probationary period for Supply staff hired after the date of ratification shall be nine hundred ten (910) hours worked from the day of hiring. Hours worked need not be consecutive for the purposes of calculating the period of probation. After four hundred fifty-five (455) hours worked the employer shall review the work performance of the employee and submit the evaluation to the employee. During the first four hundred fifty-five hours worked the employee shall not be entitled to all rights and benefits of this Agreement. After completion of the probationary period seniority shall be calculated 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, lay-off or leave of absence approved by the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy. However, vacancies arising from normal retirement (60-70 years) shall be posted sixty (60) days prior to the employee's retirement date. In the case of retirement, the position shall be filled within eight (8) weeks of the job opening. All other positions shall be filled within eight (8) weeks after the initial posting date.

15.02 Information in Postings

Such notice shall contain the following information:

- Nature of position
- Qualifications
- Required knowledge and education
- Skills
- Shift
- 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 present employee's who have applied, have been interviewed.

15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

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

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.

15.05 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. She/he shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she/he shall be returned to her/his former position, wages, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

15.06 Notification to Employee and Union

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

15.07 Transfer Between Full-time/Part-time and Supply Staff Classifications

Upon written request, full/part-time Employees shall be entitled to transfer to the supply staff classification, for either a period of time, not exceeding one (1) year. Such request will be treated as a transfer and the employee will not have first rights of recall. The Employee will be offered supply hours as they become available in

order of their seniority. Any vacancy created by the transfer of the employee shall be posted and filled in accordance with Article 15.01 of the collective agreement. Employees who transfer to a supply staff classification, shall be compensated for wages and benefits as per that classification for the time as employed.

For employees hired after the date of ratification, the time period for such a transfer will not exceed six (6) months in duration, with the understanding that the leave may be extended to one (1) year, if mutually agreed between the Employer, Employee and the Union.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

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

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 employees do not accept layoff, employee shall be laid off in the reverse order of their seniority always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Child Care and Early Years Act, 2014.

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 Day Nurseries Act, if required, is available. Part-time employees who are recall on an on call basis, will be compensated at their previous wage and benefits level.

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

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of layoff in accordance with Toronto Children Services and Lawrence Heights Daycare policy.

If the Employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the grievance procedure.

ARTICLE 17 - HOURS OF WORK

17.01 Regular Daily Hours

The regular daily hours of work shall be seven (7) hours per day, exclusive of the lunch break. The opening time of the centre will be 7:30 a.m. The closing time of the centre will be 6:00 p.m. (except July and August when it will be 5:30 p.m.).

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 a one (1) hour unpaid lunch break every working day in accordance with present practice. All employees, including the supervisor, shall record on a chart provided and kept on a clipboard outside the office to record their entry and exit times during lunch in order to ensure proper rations in accordance with the DNA. If ration demands, the supervisor may request that staff remain on site during their lunch hour. It is understood that if requested to stay on site, such time shall be compensated at straight pay.

17.04 Flexible Working Hours/Week

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

- a) they are mutually agreed upon between the employee and the Employer, and
- b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 17.02 above.

17.05 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The Day Care Centre shall, after agreement with the respective unit executive of the Union set forth the working schedule for the members of the Union working at the Day Care Centre. The schedule shall be

deemed to constitute Schedule "B" of this Agreement.

17.06 Paid Programming Time

All employees shall receive programming time as part of their regularly scheduled hours of work. Each program will have a minimum of four (4) hours (two hundred and forty (240) minutes) of programming time per week. This time can be used to do research, prepare, and develop program plans, or to complete other work related to employees' job duties. Programming time will be scheduled in not less than one (1) hour (sixty (60) minutes) blocks.

17.07 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.

17.08 Equipment for Programming

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, meet the expectations of the Child Care and Early Years Act, and complete other work-related documentation, the Employer will provide enough functioning computers to allow those scheduled for programming at the same time to access a computer. Employees will have the option of using their own computer/tablet to complete their programming. The Employer will not be responsible for any loss or damage to personal equipment. The Employer agrees to ensure wi-fi access for the Employer-provided computers.

17.09 When Employee is Absent

In the event that an employee who is entitled to programming time is away from work for any reason, during that time the remaining employees in the program will be entitled to do the research, preparation and development of program activities and will receive the programming time that the employee that is away would otherwise have been entitled to.

17.10 Supervision of Placement Students Schedule

The supervision of placement students in any program will be mutually agreed upon between management and the employees in the program/room. When an employee is required to complete mid-term and final evaluations, such an employee will be compensated for an extra one (1) hour to complete the evaluation, in addition to four (4) hours of programming time identified in Article 17.06.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked in excess of the regular work day (before or after) or in excess of this regular work week shall be considered overtime. Board meetings shall be excluded from coverage by this clause.

Notwithstanding the above, it is understood however, that wherever there is a late pick up of children, management will pay the late fee payment directly to the staff within forty-eight (48) hours. The late fee to be paid to staff will be \$2.00 for each minute the employee is required to stay in the event of a late pickup of a child or children.

18.02 Overtime Rate

All overtime in excess of thirty-five (35) hours per week or seven (7) hours per day shall be paid for at the rate of time and one-half.

18.03 Minimum Overtime

The Employer shall keep overtime to a minimum. No employee shall be required to work overtime against her/his 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 appropriate overtime rate (i.e. time and one-half) at a time mutually agreed upon with the Employer.

18.05 Prior to hiring new casual staff, Permanent Part-time and current Casual staff shall be offered overtime hours on a seniority basis to cover for short term absences of Permanent full and part-time staff. It is understood that staff must have the qualifications needed to perform the work according to Child Care and Early Years Act, 2014 requirements.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

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

Employees shall continue to take Remembrance Day and Truth and Reconciliation Days as a float day off (past practice) to be taken at a time agreed upon by the Employee and the Employer.

The observance of religious holidays will be permitted and provision made for time necessary to attend religious services. For clarification: Any such time taken shall be unpaid.

The Centre will close at 12 noon on December 24 or the last day of work before December 24, in the event that December 24 falls on a Saturday or Sunday, without loss of pay to employees.

The Centre will close at 12 noon on December 31 or the last day of work before December 31, in the event that December 31 falls on a Saturday or Sunday, without loss of pay to employees.

One half of permanent full-time and permanent part-time employees will work December 24 (or the last day worked prior to December 25) and the other half of permanent full-time and permanent part-time employees will work December 31 (or the last day prior to January 1). Each year in the future the list of the employees will be rotated to work the opposite periods. Employees will continue to be paid for both days (full hours). A list of which employees worked in which years will be maintained by the Employer and made available to the Union.

Coverage between the Christmas Day Paid Holiday and the New Year's Day Paid Holiday will be based on the following (except as amended in the paragraphs below):

1. Nothing in this arrangement overrides the Employer being able to use supply staff, or casual staff, to augment the staffing.
2. Employees who work a full day will get paid at their regular rate for the full day and shall receive lieu time for each hour worked which will be taken at a later date up to a maximum of seven (7) hours per day.
3. Supply staff shall be paid of all hours worked with no accumulation of Lieu time.
4. A list of which employees worked which year will be maintained by the Employer and made available to the Union.

19.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, one other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the holiday for the purpose of this Agreement.

19.03 Pay for Regularly Scheduled Work on a Holiday

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

ARTICLE 20 - VACATIONS

20.01 A full-time employee shall receive an annual vacation with pay in accordance with her/his years of employment as follows:

Less than one year	1 working day for each month to a maximum of ten (10) days
One year or more	15 working days
Four years or more	20 working days
Eight years or more	25 working days
Twelve years or more	30 working days
Thirty years or more	35 working days

Part-time employees shall receive unpaid annual vacation as follows:

Less than 1 year of service - a maximum of 10 days of unpaid vacation

Greater than 1 year of service - a maximum of 15 days of unpaid vacation

Casual employees have no vacation entitlement.

All vacation requests for June through September (inclusive) shall be submitted no later than March 31 of that same calendar year.

20.02 Compensation for Holidays Falling within Vacation Schedule

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

20.03 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.

20.04 Preference in Vacations

If vacations are requested during the months of July and August, they shall be granted first on the basis of seniority.

20.05 Unbroken Vacation Period

Each employee shall receive an unbroken period of vacation except in the months of July and August when a maximum of fifteen (15) working days will be taken, unless mutually agreed upon between the Employer and an employee.

20.06 Approved Leave of Absence During Vacation

When an employee is hospitalized or qualifies for bereavement leave during her/his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

20.07 Maximum Annual Carry Over of Vacation

No employee shall carry over more than ten (10) days vacation from any previous year without the consent of the Employer. All excess above 10 days holidays must be used by March 31st, of the following year.

20.08 Employees shall continue to collect benefits while on approved sick leave, Workers' Compensation, Maternity, Parental or Adoption Leave.

20.09 Accumulation of Vacation Leave

During the first year of employment, an employee may use any vacation credits earned, or carry over any unused vacation days for use in the next year. Beginning on the first anniversary of an employee's seniority date, each employee shall be credited, for her use, with her vacation credits for the current year, and on a subsequent annual basis. Vacation credits will be deemed to be earned on a monthly basis.

A probationary employee shall not be permitted to take vacation until she has completed six (6) months employment.

In the event of termination of employment the employer shall recover from the employee an amount equivalent to unearned vacation taken by the employee.

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, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act, 1997.

21.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of two (2) days of every month a full time employee is employed.

For 2023 — Part time employees sick leave shall be earned at a rate of one (1) day per month the employee is employed.

For 2024 — Part time employees sick leave shall be earned at a rate of one and a half (1.5) days per month the employee is employed.

For 2025 — Part time employees sick leave shall be earned at a rate of two (2) days per month the employee is employed.

21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for her/his future benefits up to a maximum of fifty-five (55) days. For excess sick days accumulated

for the year ending December 31, one (1) day off will be given for every five (5) excess days to a maximum of four (4) days off.

Employees who have used all accrued sick leave benefits and are on EI sick benefits, shall receive an Unemployment Supplemental Benefit (SUB) top-up to eight percent (80%) of the employee normal wages to bridge the gap for the duration to long term disability (119 days).

Upon termination of employment, unused sick days have no monetary value.

21.04 Illness in the Family

Where no other than the employee can provide for the needs during illness of a member of her/his immediate family (child, husband, wife or common-law spouse) an employee shall be entitled, after notifying her/his supervisor, to use sick leave days for this purpose.

21.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

21.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that she/he was unable to carry out her/his duties due to illness.

Where the illness lasts eight (8) weeks or more, the employee shall produce such certificate every eight (8) weeks, if requested by the Employer. The Employer shall pay half the cost of such a certificate. In the event the Employer requests a non-WSIB Functional Abilities Assessment, the Employer will pay the full cost.

Notwithstanding the above, whenever an employee gets hurt or becomes ill at the day care and the management requires a certificate from a medical practitioner, management shall absorb the cost of the certificate.

21.07 Sick Leave During Layoff

When an employee is laid off on account of lack 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.

21.08 Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted her/his sick leave credits shall be allowed an extension of her/his sick leave to a maximum of ten

(10) working days.

21.09 Sick Leave Records

In November of each year, the Employer will advise each employee in writing of the amount of sick leave left.

21.10 Worker' Compensation Pay Supplement

All employees shall be covered by the Workplace Safety & Insurance Act, 1997. An employee prevented from performing her/his regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety & Insurance Act, 1997 shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and her/his last rate of pay, to a maximum of four (4) weeks.

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement subject to necessary adjustments. In order to continue receiving her/his regular salary, the employee shall assign his compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T-4) form.

An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this collective agreement. While on Workers' Compensation, the Employer shall continue to pay her/his share of all premiums for employee benefit plans, including the pension plan.

An employee who is no longer deemed to have a compensable injury shall be placed in her/her former equivalent position with the Employer.

21.11 In accordance to the Child Care and Early Years Act, 2014, all employees are required to provide a medical certificate once per year. The employee shall be responsible for the cost of obtaining this certificate. Failure to provide a medical certificate, when requested will result in a loss of salary for the period of time off work.

ARTICLE 22 - LEAVE OF ABSENCE

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 two (2) persons per centre.

22.02 Grievance and Arbitration Pay Provisions

The aggrieved employee and the shop steward of the Union shall not suffer any loss of pay or benefits for the total time involved in the processing of a grievance.

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

22.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed such leave of absence with pay and benefits. Pay during such leave of absence shall be for a maximum of six (6) days.

22.04 Leave of Absence for Full-time Union or Public Duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence, without pay or benefits, so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits, but with no loss of seniority during her term(s) of office.
- c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits, but with no loss of seniority for a period of six (6) months. Such leave may be renewed each six (6) months during her/his term of office, at the sole discretion of the Employer.
- d) While on Full Time Union or Public Duties leave requested by the employee, the Employer shall pay the premiums for welfare benefits of this Collective Agreement for the first month (30 days) of the first such leave of absence. In the event the leave of absence is extended by one (1) or more periods the Employer shall have no responsibility to make any financial contribution to the Employee's benefit plan. If the employee requests the continuation of benefits, the employee shall contribute the full cost of the premiums for that period of absence in excess of thirty (30) days.

Such payment shall be made in a manner acceptable to both parties prior to the commencement of the leave.

- e) An employee participating in a leave of absence granted in accordance with a, b, c or d above shall give the Employer four (4) weeks' notice of their intent to participate and four (4) weeks' notice of their intent to return to work at the Day Care Centre.

22.05 Paid Bereavement Leave

- a) An employee shall be granted a minimum of three (3) regularly scheduled consecutive working days leave without the loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, and fiancé.
- b) A maximum of five (5) consecutive working days, without loss of seniority and benefits to attend the funeral of parents, spouse, common-law spouse, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, fiancé. The total leave shall not exceed five (5) working days.
- c) One (1) working day without the loss of seniority and benefits to attend the funeral of an aunt, uncle, first, cousin, niece, or nephew.
- d) Employees shall not later than two (2) weeks after the date of ratification provide the employer with a list of the above persons.

22.06 Maternity, Parental and Adoption Leave as a Right

Maternity, Parental and Adoption leave shall be granted as a right in accordance with the Employment Standards Act of Ontario up to a maximum of eighteen months. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

22.07 Length of Maternity, Parental and Adoption Leave

Maternity, Parental and Adoption leave shall be granted in accordance with the Employment Standards Act of Ontario up to a maximum of eighteen (18) months excepting the adoption of a child by the natural mother or father where the child has already been residing with the respective employee. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed.

The Centre will make application to the Canada Employment and Immigration Commission to participate in a maternity leave benefit programme that provides for the Centre to supplement the employee's salary with Employment Insurance benefits during maternity leave. This is in accordance with the Canada Employment and Immigration Commission Supplementary Unemployment Benefits (S.U.B.) plan.

The combination of S.U.B. and Employer contribution and any other earning shall be eighty percent (80%) of pre-maternity salary for fifteen (15) weeks that the employee receives the unemployment insurance benefits. Employees who are not eligible for E.I. are not eligible for S.U.B. Employees must apply for E.I. before S.U.B. becomes available. This benefit will become available on the date the S.U.B. plan is approved by the Federal authorities.

An employee may choose to take an additional one (1) year unpaid leave without loss

of seniority. The employee may make arrangements to contribute to their benefits' package privately by paying the entire cost of the benefit package. Such payment shall be made in a manner acceptable to both parties prior to the commencement of the leave.

22.08 Employer Payment of Employee Benefits During Maternity Leave

While on maternity leave or adoption leave, an employee shall retain her full employment status. During the period of maternity leave or adoption leave, the Employer shall continue to pay the welfare benefits of this Collective Agreement.

22.09 Procedure Upon Return from Maternity Leave

When an employee decides to return to work after maternity leave, she shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave or adoption leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position.

22.10 Pay for Extended Maternity Leave

An employee may choose to receive payment of normal weekly salary from accumulated sick leave credits after the fifteen (15) weeks of absence covered by unemployment insurance. An employee shall have the right to use accumulated sick leave for the purpose of adoption.

22.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay such an employee the difference between normal earning and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

22.12 Special Leave

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

<u>Reason</u>	<u>Leave of Absence</u>
Formal hearing to become a Canadian Citizen	One (1) (day)
Birth of male employee's child	Three (3) days

Moving own household	One (1) day
Serious fire or flood in employee's household	Up to three (3) days
Serious household or domestic emergency	One (1) day
Formal hearing to become a Canadian Citizen	One (1) day
Terminal or serious illness for employee's parents, siblings, husband, wife or common-law spouse, or other family related matters	Up to five (5) days

An employee shall be entitled to leave of absence with pay to write examinations to upgrade his/her employment qualifications pertinent to present employment.

22.13 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when she/he requests such leave for good and sufficient cause. Application for such leave of absence shall be in writing giving the Employer four (4) weeks' notice of the employee's intent and shall be subject to approval by the Employer. Such approval shall not be withheld without just cause.

The employee shall give the Employer four (4) weeks' notice of their intent to return to work.

While on general leave requested by the employee, the Employer shall pay the premiums for welfare benefits of this Collective Agreement for the 1st month (30 days), and if the employee requests the continuation of benefits, the employee shall contribute the full cost of the premiums for that period of absence in excess of thirty (30) days.

Such payment shall be made in a manner acceptable to both parties prior to the commencement of the leave.

22.14 Leave for Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall receive an immediate leave of absence with full pay and benefits in the event that a known or suspected case of German Measles or any other disease or condition which would be harmful to pregnancy occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist.

22.15 Placement

It is understood that occasionally employees may require time off in order to complete the "placement" requirement for an Early Childhood diploma.

When an employee requests such time off, a leave of absence without pay shall be granted unless an employee requests the use of vacation time.

Such time off shall be taken at a time mutually agreeable to the Employer and the employee. It is further agreed that the time shall be scheduled in advance and it shall be taken in half days, whole days or blocks of days but in no event shall an employee be permitted to work a split shift to complete a placement.

It is also understood that an employee shall not work on preparation for a placement on the Employer's time.

- 22.16** Notwithstanding any other Article, Employees shall be allowed up to ten (10) days of personal leave to deal with family related issues.
Employees will continue to accumulate seniority while on personal leaves of absence. Personal leaves, except as noted below, are without pay, but employees will continue to receive benefit coverage.

Part time employees will have one (1) of the ten (10) personal leave days paid at their regular rate of pay and will continue to receive benefit coverage.

22.17 Domestic Violence

The Employer agrees to recognize that employees sometimes face situations of violence or 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.

22.18 Professional Leave of Absence

- a) An employee who wishes to gain experience with another Employer shall be entitled to professional leave of absence without pay and without loss of seniority he/she requests such leave for up to one year and only one time during their entire length of employment. Application for Professional leave of absence shall be in writing giving the Employer four (4) weeks' notice of the employee's intent and shall be subject to approval by the Employer. Such approval shall not be withheld without just cause.

The Employer's payments towards all group insurance benefits will be suspended after the first month of professional leave. They will be reinstated upon the return of the employee. Clarification note: This language does not apply to lateral moves.

If the employee wishes continuation of these benefits during such leave, it will be

her/his responsibility to pay the total cost of these group insurance benefits during the professional leave. Such payment shall be made in a manner acceptable to the Employer prior to the commencement of the leave.

The employee shall give the Employer four (4) weeks' notice of their intent to return to work.

Education Leave

- b) The Employer will grant an employee an unpaid Education Leave to a maximum of two (2) years for the purpose of earning a degree or an ECE qualification. Applications shall be in writing giving the Employer four (4) weeks' notice of the employee's intent.

The Employer's payments towards all group insurance benefits will be suspended after the first month of education leave. They will be reinstated upon the return of the employee.

If the employee wishes continuation of these benefits during such leave, it will be her/his responsibility to pay the total cost of these group insurance benefits during the education leave. Such payment shall be made in a manner acceptable to the both parties prior to the commencement of the leave.

The employee shall give the Employer four (4) weeks' notice of their intent to return to work.

22.19 Family Caregiver Leave (ESA S.49.3)

In addition to Article 22.13 or any other Article that may provide for a leave that might be used as Family Caregiver leave, the following clause is applicable to all employees regardless of length of service and regardless of whether full-time, part-time, regular supply or temporary:

- a) Family caregiver leave will be granted to employees to care or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. Employees shall be granted up to 8 weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the *Employment Standards Act, 2000*.
- b) An employee on family caregiver leave shall continue to accumulate seniority and service for all purposes.
- c) An employee on family caregiver leave shall be reinstated to his/her former duties upon his/her return from leave.
- d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall

continue to receive all benefits under Article 25.01 which the employee would otherwise be entitled to.

22.20 Critically Ill Child-Care Leave (ESA S.49.4)

In addition to Article 22.13 or any other Article that may provide for a leave that might be used as a leave to care for or support a critically child, the following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

- a) Employees shall be granted up to 37 weeks of unpaid leave to care or support a child whose life is at risk as a result of an illness or injury in accordance with Section 49.4 of the *Employment Standards Act, 2000*.
- b) An employee who is on Critically Ill Child Care Leave shall continue to accumulate service and seniority for all purposes.
- c) An employee on Critically Ill Child Care Leave shall be reinstated to their former position upon his/her return from leave.
- d) The employee and employers shall continue to pay their respective shares of benefits and pension premiums, and an employee shall continue to receive all benefits under Article 25.01 which the employee would otherwise be entitled to.
- e) The Employer agrees to advise employees who are planning to take this leave that parents who take leave from work to provide care or support to their critically ill child may be eligible to receive Employment Insurance (EI) special benefits for Parents of Critically Ill Children.

22.21 Leaves Available under the Employment Standards Act

Employees will also be eligible for leaves of absence under the *Employment Standards Act, 2000*, including:

- 49.1 Family medical leave
- 49.2 Organ donor leave
- 49.5 Crime-related child death disappearance leave
- 50.0 Personal emergency leave
- 50.1 Emergency leave, declared emergencies
- 50.2 Reservist leave

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

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

The Employer shall bank the first two weeks' salary of each new employee. These monies shall be returned to the employee when she ceases employment with the day care.

23.02 Equal Pay for Work of Equal Value

Employees shall receive equal 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 carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time she/he performs that job.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

For clarity, an employee who is performing the work of a higher position, as a result of the absence of another employee or for any other reason, will receive the pay and benefits of that position for the entire time she/he is performing the job.

For example, in the event any employee (including ECE) performs the duties of a Head ECE for any reason (absence or otherwise), that employee will be compensated at the rate of Lead ECE when she/he is performing such duties.

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.

23.05 Vacation Pay

An employee may, upon giving at least ten (10) days' notice, receive on the last office day preceding commencement of her/his annual vacation pay any pay cheques which may fall due during the period of vacation.

23.06 Mileage Allowance

Mileage rates paid to an employee using her/his own automobile for the Employer's business shall be as follows:

- a) Forty-nine cents (\$0.49) per kilometre. All mileage shall be calculated from the first day to the last day of each calendar month.
- b) The allowance shall cover travel to and from the employer's place of residence for home visits for all travel outside the normal workday.

- 23.07** (a) The Employer shall pay fifty percent (50%) of the tuition cost for an employee who has successfully completed a course towards an Early Childhood Education diploma or degree. An employee must provide verification that the employee has successfully completed the course and of the amount of the tuition fee.
- (b) The employer will reimburse employees who are required to register for a license with the College of ECE for the first year of the College's existence only. Employees will be responsible for the full cost of their annual license renewal each year thereafter. Reimbursement shall take effect within one month of the Employee providing written proof of payment.
 - (c) Should an employee be denied a license or be suspended by the College of ECE, the employee shall continue to work at the centre at their pay rate, subject to review and investigation by the Employer's Board of Directors. Depending on the finding and decision of the Board, the employee may be transferred to work in a room where DNA ratio permits until such time as they are admitted to the College or exhaust the appeals process.
 - (d) After exhausting the appeals process, should an Employee fail to receive a license or be suspended, continued employment with the Employer will be subject to the investigation and the discretion of the Employer's Board of Directors. Once the employee has met the requirements for license, they shall be returned to their former position, unless the position has been eliminated. Should there be no position available, they shall be placed on layoff.
 - (e) (i) The parties recognize the importance of the professional standards and obligations of RECE employees with respect to the College of ECE. In the event a RECE employee believes he or she is being asked to violate or contravene the professional standards of practice or code of ethics instituted by the College of ECE, that employee shall discuss the issue with his or her supervisor in order to resolve the issue, with specific reference to the standard or obligation at issue. Should the issue not be resolved, the RECE employee shall not be required to perform the task(s) in dispute.

(ii) Where in i) above, the employee and the supervisor are not able to resolve the issue in dispute, the Employer and the Union will be informed before any action is taken, will together examine the issue in dispute to clarify each party's position in order to come to a resolution. Should no resolution be achieved, either party contact the College or Provincial Licensing Consultant to get a final and binding decision.

23.08 The Employer will make available the equivalent of two (2) places of childcare for the benefit of its employees.

Employees with children enrolled in the day care shall not be required to pay more than \$65.00 per child, per week for such enrolment. Where there are more than two (2) employees wishing to enrol their child in the Day Care an employee with more seniority than an Employee who has a child already enrolled shall not be allowed to use her seniority in such a manner that causes the child of the Employee with less seniority to lose the position he/she occupies.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. The supervisor will review and have all employees sign off on their job descriptions and evaluations yearly in accordance with the DNA and TCS. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objections within thirty (30) days.

24.02 No Elimination of Present Classifications

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

24.03 Changes in Classification

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

ARTICLE 25 - EMPLOYEE BENEFIT PLANS

25.01 Employer Contribution to Hospital and Medical Insurance

- a) The Employer shall pay one hundred percent (100%) of the premium cost of the following Great-West Life or equivalent Basic Dental Plan with Plus 1 and Plus 2 for all full time and part time employees:
- Great-West Life or equivalent Vision Care (\$350.00 maximum/2 years per family);
 - Great-West Life or equivalent Plan D3 Extended Health Care Plan

It is understood that the Dental, Vision and Extended Health Care Plans, as provided for in 25.01(b) above, will only be made available upon receipt of funding from Metro.

Life Insurance equivalent to one (1) times an employee's annual salary.

- b) It is understood that for an employee who is on lay off and is expected to return to work, the Employer will continue to pay for their premiums for at least one (1) month.
- c) The Employer shall pay the following percentages in lieu of benefits for all Casual/Supply Staff employees:
- 1 year or less of service – 10% in lieu of benefits
 - Greater than 1 year but less than 3 years of service – 11% in lieu of benefits
 - Greater than 3 years of service – 12% in lieu of benefits
 - Greater than 4 years of service – 13% in lieu of benefits
 - Greater than 5 years of service – 14% in lieu of benefits

Supply employees may elect to bank such in-lieu payments by informing the employer, and may request such banked amounts to be paid out on two occasions:

- a) on or about June 30th; and
- b) on or about December 31st.

Note: Effective 2023

25.02 MULTI-SECTOR PENSION PLAN

In this Article, the terms used shall have the meanings 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 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; and
- (v) _____;

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

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the employer.¹

2. 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 Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
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 4 of the agreement include:

- (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 (for the purpose of calculating past service credit);
- gender.

- (b) To be Provided with each Remittance

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

- (c) To be Provided Initially and as Status Changes
 - full address;
 - termination date where applicable (MM/DD/YY)
 - marital status, and any change to marital status;
 - date of death (if applicable);
- (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 here to.

¹ Not to exceed 500 hours

25.03 Severance Pay

Shall be according to the *Employment Standards Act*, 2000 or two months' salary whichever is greater.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Co-Operation on Safety

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

26.02 Health and Safety Clothing and Equipment

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

Employer's expense.

26.03 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she/he believes that it would be unsafe or unhealthy for herself/himself, an unborn child, children in care, or where it would be contrary to the applicable Federal, Provincial or Municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

26.04 Right to Monitor and Inspect

A Union Day Care Centre representative shall have the right to participate in the monitoring of the work place for potential health and safety problems and to accompany government inspectors on inspection tours.

26.05 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her/his regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

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

26.06 Transportation of Accident Victims

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

26.07 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 3 of the grievance procedure may be by-passed.

26.08 Health and Safety

In the event that any gasses that are sprayed, (bug spray) affect the day care area

the following shall apply: The day care shall open two (2) hours later than normal on the weekday immediately following the spraying and shall close two (2) hours later than normal on the weekday immediately following the spraying and shall close two (2) hours earlier than normal on the weekday prior to spraying so that the staff can set up/move furniture and materials. Alternatively, the Employer will hire casual staff or recruit volunteers to perform those duties. Employees, at their sole discretion, may volunteer.

26.09 Health and Safety

The Employer shall notify staff when major cleaning is scheduled in the school to allow the H&S representative to gather information regarding any safety concerns. The H&S committee shall meet and prioritize actions to ensure that any H&S concerns are addressed.

ARTICLE 27 - JOB SECURITY

27.01 Restrictions on Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or service performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non bargaining unit employee, including workfare participants.

ARTICLE 28 - UNION LABEL

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

ARTICLE 29 - CHILD/ADULT RATIO

29.01 The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not exceed the minimum established by the *Child Care and Early Years Act, 2014*, as amended from time to time. In the case of home day care, the ratio of children to home visitors shall not exceed 40-1.

29.02 Should ratio change, the Board and union shall meet prior, to discuss the impact of change and negotiate action plan.

29.03 The Employer and the Union recognize that, for the purposes of calculating ratios

under the *Child Care and Early Years Act, 2014*, effective February 14, 2009 all Early Childhood Educators are required to be registered with the College of Early Childhood Educators. Accordingly, only Registered Early Childhood Educators in good standing with the College of Early Childhood Educators can occupy those positions in the Daycare which the Employer uses to calculate and maintain ratios under the *Child Care and Early Years Act, 2014*.

For clarity, this means that effective February 14, 2009, positions for which the previous requirement was only an Early Childhood Educator Diploma (or Ministry Approval), require that the incumbent be a Registered Early Childhood Educator in good standing with the College of Early Childhood Educators (or an individual with valid Ministry Approval), in order for the Employer to maintain the proper ratios under the *Child Care and Early Years Act, 2014*.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Proper Accommodation

An employee lounge and storage space for personal belongings shall be provided.

30.02 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.

30.03 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of employment on request stating the length of service and position(s) of the employee.

30.04 Transfer of Employees

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

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 Present Conditions to Continue

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

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

31.02 Continuation of Acquired Rights

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

ARTICLE 32 - GENERAL

32.01 Gender Neutral Terms

Whenever the singular feminine is used in this Agreement, it shall be considered as if the plural, feminine, masculine or gender neutral has been used where the context so requires.

ARTICLE 33 - TERM OF AGREEMENT

33.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2025 and shall continue from year to year thereafter unless either party gives to the other part notice in writing by December 31st in any year that it desires its termination or amendment.

33.02 Changes in Agreement

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

33.03 Retroactive Pay for Terminated Employees

An employee who has severed her employment between the termination date of this Agreement and the effective day of the new Agreement shall receive the full retroactivity of any increase in wages salaries or other prerequisites.

33.04 Retroactivity

All changes in the new Agreement shall be adjusted retroactively unless otherwise specified.

DATED at the City of Toronto this 4/19/2023

FOR THE EMPLOYER

DocuSigned by:

Harriette Noel-Humes

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DocuSigned by:

Simpson

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FOR THE UNION

DocuSigned by:

M. A. Z.

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DocuSigned by:

Carole DeBevoise

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DocuSigned by:

Tammy Blair

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Schedule A

The Employer shall send one (1) representative from the Board, or the Supervisor, and release one (1) employee with pay to attend the Metro budget consultation and depute on the impact of freezing staff wages and benefits, advocating for change.

The Employer shall become a member of the OCBCC.

Salary Grids

For all years:

Annual Hours: 1820

Hour work Daily: 7

Salary and hourly rates include all salary Grants

Provincial Wage Enhancement Grants implemented in 2015 is excluded

Salary and hourly rates do not include pay equity adjustments for 2022-2025 as the Employer believes they have met their target in past years.

2022

		Year 1	Year 2	Year 3	Year 4
<i>Percent Increase to be Budgeted</i>		2%	2%	2%	2%
Assistant Supervisor	Salary	\$ 71,818.18	\$ 74,074.44	\$ 76,407.20	\$ 78,797.31
	Hourly	\$ 39.46	\$ 40.70	\$ 41.98	\$ 43.30
Head RECE	Salary	\$ 60,861.89	\$ 63,060.79	\$ 65,068.49	\$ 67,095.31
	Hourly	\$ 33.44	\$ 34.65	\$ 35.75	\$ 36.87
RECE	Salary	\$ 58,204.08	\$ 60,058.81	\$ 61,932.66	\$ 62,907.83
	Hourly	\$ 31.98	\$ 33.00	\$ 34.03	\$ 34.56
ECA	Salary	\$ 41,721.85	\$ 43,079.43	\$ 44,647.35	\$ 45,890.21
	Hourly	\$ 22.92	\$ 23.67	\$ 24.53	\$ 25.21
Cook	Salary	\$ 51,817.69	\$ 53,462.09	\$ 55,163.85	\$ 56,922.98
	Hourly	\$ 28.47	\$ 29.37	\$ 30.31	\$ 31.28
Assistant Cook	Salary	\$ 37,113.71	\$ 38,413.93	\$ 39,714.15	\$ 41,014.37
	Hourly	\$ 20.39	\$ 21.11	\$ 21.82	\$ 22.54

Supply RECE	Hourly	\$ 22.92	\$ 23.67	\$ 24.43	
Supply ECA	Hourly	\$ 16.01	\$ 16.68	\$ 17.38	

2023

		Year 1	Year 2	Year 3	Year 4
Percent Increase to be Budgeted		5%	5%	5%	5%
Assistant Supervisor	Salary	\$ 75,409.08	\$ 77,778.17	\$ 80,227.56	\$ 82,737.18
	Hourly	\$ 41.43	\$ 42.74	\$ 44.08	\$ 45.46
Head RECE	Salary	\$ 63,904.98	\$ 66,213.83	\$ 68,321.92	\$ 70,450.07
	Hourly	\$ 35.11	\$ 36.38	\$ 37.54	\$ 38.71
RECE	Salary	\$ 61,114.28	\$ 63,061.75	\$ 65,029.29	\$ 66,053.22
	Hourly	\$ 33.58	\$ 34.65	\$ 35.73	\$ 36.29
ECA	Salary	\$ 43,807.94	\$ 45,233.40	\$ 44,879.02	\$ 48,184.72
	Hourly	\$ 24.07	\$ 24.85	\$ 25.76	\$ 26.48
Cook	Salary	\$ 54,408.58	\$ 56,135.20	\$ 57,922.05	\$ 59,769.13
	Hourly	\$ 29.89	\$ 30.84	\$ 31.83	\$ 32.84
Assistant Cook	Salary	\$ 38,969.39	\$ 40,334.62	\$ 41,699.86	\$ 43,065.09
	Hourly	\$ 21.41	\$ 22.16	\$ 22.91	\$ 23.66
Supply RECE	Hourly	\$ 24.07	\$ 24.85	\$ 25.65	
Supply ECA	Hourly	\$ 16.81	\$ 17.52	\$ 18.25	

2024

		Year 1	Year 2	Year 3	Year 4
Percent Increase to be Budgeted		5%	5%	5%	5%
Assistant Supervisor	Salary	\$ 79,179.54	\$ 81,667.07	\$ 84,238.93	\$ 86,874.04
	Hourly	\$ 43.51	\$ 44.87	\$ 46.29	\$ 47.73
Head RECE	Salary	\$ 67,100.23	\$ 69,524.53	\$ 71,738.01	\$ 73,972.58
	Hourly	\$ 36.87	\$ 38.20	\$ 39.42	\$ 40.64
RECE	Salary	\$ 64,170.00	\$ 66,214.84	\$ 68,280.76	\$ 69,355.88
	Hourly	\$ 35.26	\$ 36.38	\$ 37.52	\$ 38.11
ECA	Salary	\$ 45,998.34	\$ 47,495.07	\$ 49,223.70	\$ 50,593.95
	Hourly	\$ 25.27	\$ 26.10	\$ 27.05	\$ 27.80
Cook	Salary	\$ 57,129.01	\$ 58,941.96	\$ 60,818.15	\$ 62,757.58
	Hourly	\$ 31.39	\$ 32.39	\$ 33.42	\$ 34.48
Assistant Cook	Salary	\$ 40,917.86	\$ 42,351.36	\$ 43,784.85	\$ 45,218.35
	Hourly	\$ 22.48	\$ 23.27	\$ 24.06	\$ 24.85
Supply RECE	Hourly	\$ 25.27	\$ 26.10	\$ 26.93	
Supply ECA	Hourly	\$ 17.65	\$ 18.39	\$ 19.16	

2025

		Year 1	Year 2	Year 3	Year 4
Percent Increase to be Budgeted		5%	5%	5%	5%
Assistant Supervisor	Salary	\$ 83,138.52	\$ 85,750.43	\$ 88,450.88	\$ 91,217.74
	Hourly	\$ 45.68	\$ 47.12	\$ 48.60	\$ 50.12
Head RECE	Salary	\$ 70,455.24	\$ 73,000.75	\$ 75,324.91	\$ 77,671.21
	Hourly	\$ 38.71	\$ 40.11	\$ 41.39	\$ 42.68
RECE	Salary	\$ 67,378.50	\$ 69,525.58	\$ 71,694.80	\$ 72,823.67
	Hourly	\$ 37.02	\$ 38.20	\$ 39.39	\$ 40.01
ECA	Salary	\$ 48,298.25	\$ 49,869.83	\$ 51,684.89	\$ 53,123.65
	Hourly	\$ 26.54	\$ 27.40	\$ 28.40	\$ 29.19
Cook	Salary	\$ 59,985.46	\$ 61,889.05	\$ 63,859.06	\$ 65,895.46
	Hourly	\$ 32.96	\$ 34.00	\$ 35.09	\$ 36.21
Assistant Cook	Salary	\$ 42,963.75	\$ 44,468.92	\$ 45,974.09	\$ 47,479.26
	Hourly	\$ 23.61	\$ 24.43	\$ 25.26	\$ 26.09
Supply RECE	Hourly	\$ 26.54	\$ 27.40	\$ 28.28	
Supply ECA	Hourly	\$ 18.53	\$ 19.31	\$ 20.12	

Letter of Understanding #1 – Sick Days, Employees

who are not Full Time

~between~

Lawrence Heights Community Day Care Centre

~and~

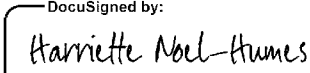
CUPE and its Local 2484-07

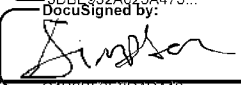
Notwithstanding Article 21, the parties agree that the following will apply to employees who are not defined as full-time:

1. In January of each year, employees who fall under the definition of part-time will be credited twelve (12) days in 2023, eighteen (18) days in 2024 and twenty-four (24) days in 2025 to be used in the event that she/he is absent for any reason set out in Article 21.01 of the Collective Agreement. She/he will be paid for the hours she/he was otherwise scheduled to work on the sick day taken.
2. For clarity, temporary employees working at least 35 hours per week earn sick leave in accordance with Article 21.02.
3. Supply Staff who do not work the hours required to receive sick leave as defined in paragraph 1 above, the percentage in lieu of benefits identified in Article 25.01 (b) shall be deemed to include sick benefits.
4. For the purpose of clarity, those employees who do receive paid sick leave in accordance with paragraph 1 above, will also receive the pay in lieu of benefits identified in Article 25.01 (b).
5. Notwithstanding that paid sick time may be capped at twenty-four (24) days, it is agreed and understood that there will be no cap on sick leave, when an employee is absent in accordance with the definition contained in Article 21.01 of the Collective Agreement.

DATED at the City of Toronto this 4/19/2023

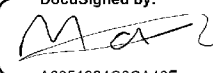
FOR THE EMPLOYER

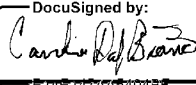
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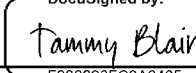
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Letter of Understanding #2 – Surplus

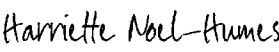
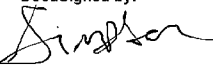
~between~
Lawrence Heights Community Day Care Centre
~and~
CUPE and its Local 2484-07

In the event the Employer accumulates a surplus equal to at least three (3) months of its operating cost at the end of its budget year, the following will apply:

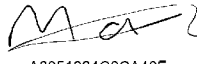
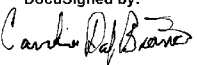

1. A calculation of 50 of the amount that exceeds the three (3) month surplus will be made;
2. This amount will be divided equally among all bargaining unit employees;
3. This amount will be paid out after the audited financial statements are approved.

DATED at the City of Toronto this 4/19/2023

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding #3 – Vacation for Non-Full Time Employees

~between~
Lawrence Heights Community Day Care Centre
~and~
CUPE and its Local 2484-07

The pay in lieu of benefits identified in Article 25.01 of the Collective Agreement will be deemed to include vacation pay for supply staff.

It is understood that the employee is entitled to use, with at least one week’s notice to the Employer, at least three weeks for vacation/personal need time. For the purpose of clarification, this time would be without pay.

Effective January 1st, 2023 part timers will no longer receive in lieu benefits.

DATED at the City of Toronto this 4/19/2023

FOR THE EMPLOYER

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Harriette Noel-Humes

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Simpson

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Carla P. Beane

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Tammy Blair

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Letter of Understanding #4 – Offering or Work to RECE and Non-ECE staff


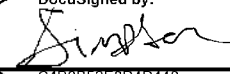
~between~
Lawrence Heights Community Day Care Centre
~and~
CUPE and its Local 2484-07

For the term of the Collective Agreement, until there are two (2) full-time permanent employees working in the classification of RECE in each room, the following will apply:

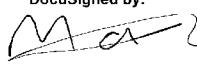
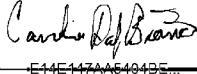
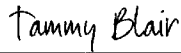
1. Where an RECE is absent from a room, the Employer may offer the available work/hours to RECE employees on the Supply list prior to offering to employees who work as ECAs.
2. In the event that there is an opportunity to perform the work of a Lead RECE, the available work/hours will be offered first to the full-time RECE or part-time RECE employee who normally works in the room, and second to the full-time RECE and part-time RECE employees in order of seniority, prior to the hours/work being offered in accordance with paragraph 1.

DATED at the City of Toronto this 4/19/2023

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding #5 – Staffing Model

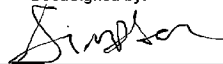
~between~
Lawrence Heights Community Day Care Centre
~and~
CUPE and its Local 2484-07

1. When a vacancy for a full-time position in a program becomes available, the Employer will post such a vacancy as an ECE classification until there are at least two (2) ECE positions in each program/room.
2. For clarity, no non ECE position that is currently in a program/room will be replaced with an ECE position. Rather, the ECE positions identified in paragraph 1 will be posted when a vacancy arises.
3. For further clarity, bargaining unit employees who normally work in a program will not have their hours reduced or be laid off as a result of any changes in the staffing model. For clarity, in the event there is a requirement to reduce hours or lay-off an employee as a result of lower enrolment, the lay-off and recall provisions of the Collective Agreement will apply.
4. It is understood and agreed that implementation of this letter is subject to funds being made available through the city budget or parent fees.

DATED at the City of Toronto this _____ 4/19/2023


FOR THE EMPLOYER

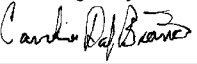
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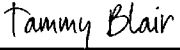
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FOR THE UNION

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Letter of Understanding #6 – Communities of Practice

~between~
Lawrence Heights Community Day Care Centre
~and~
CUPE and its Local 2484-07

Communities of Practice

The College of Early Childhood Educators defines communities of practice for RECEs –

“A group of professionals who share a concern or passion about a practice topic and who wish to learn how to improve this area of practice by communicating and collaborating with each other regularly over time. Communities of practice are examples of reflective practice and collaborative inquiry. In a community of practice, RECEs come together to discuss, learn and strategize ways in which to better understand or advance a shared passion as a group and as individuals in daily practice. The voices and perspectives of all members are reflected in the work of a community of practice.”

To support RECEs and all bargaining unit employees, the Employer will provide one (1) hour with pay monthly to allow bargaining unit employees to develop a collaborative learning community to develop professional strategies and learning circles in the workplace.

DATED at the City of Toronto this 4/19/2023

FOR THE EMPLOYER

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FOR THE UNION

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Tammy Blair
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Letter of Understanding #7 – Vacation for Part Time Employees

~between~
Lawrence Heights Community Day Care Centre
~and~
CUPE and its Local 2484-07

The parties agree that Part-time employees as of January 1st, 2023 will be entitled to paid vacation time in accordance with Article 20.01.

The parties further agree that Part-time employees who are current members of the bargaining unit will have their past service recognized.

For the purpose of vacation only the following members will enter the vacation grid as follows:

Majda El Kusha will enter the grid with eight (8) years' service; Rani Saini with eight (8) years' service; and Irina Sviatkovskaia with four (4) years' service.

The parties further agree that they will move up the grid year after year on January 1st each year. For greater certainty for the vacation grid only it is understood that on January 1st 2024 Majda El Kusha and Rani Saini will each have nine (9) years' service and Irina Sviatkovskaia will have five (5) years' service.

DATED at the City of Toronto this 4/19/2023

FOR THE EMPLOYER

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FOR THE UNION

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