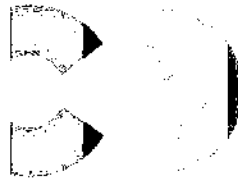


COLLECTIVE AGREEMENT

Between



CHILD DEVELOPMENT INSTITUTE

and



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2132**

April 1, 2023 – March 31, 2027

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ARTICLE 1 – PURPOSE

1.01 It is the intent of this Agreement to maintain a harmonious relationship between the Employer and its employees, as hereinafter specified and described, and to provide an amicable method of settling grievances which may possibly arise, as well as to set forth conditions of employment as well as other matters provided for in its agreement.

1.02 Definitions

Full time employees are employees who are regularly employed for thirty-five (35) hours per week or more.

1.03 Part-time employees are employees who work twenty-one (21) hours per week or less, except employees working in Early Learning Centres, who are considered part-time if they are regularly employed for **twenty-five (25) hours a week**.

1.04 Contract Employees

Those persons hired to replace employees on authorized leaves or for specific time-limited task for a period of up to **eighteen (18) months**, or for the period of the leave if the leave has a known end date. Contract positions may be extended beyond **the original term** for an additional amount of fixed time by mutual agreement. Contract positions of up to **six (6) months** will not be required to be posted under Article 11. Where the employer feels that a **six (6) month** contract needs to be extended beyond **eight (8) months**, it will post the position in accordance with Article 11.

Contract Employees shall not be considered seniority employees, except that they will be considered to have seniority after their six (6) month probationary period for **the sole purpose of applying for job postings under Article 11.** They shall not be eligible for benefit coverage under Article 26. These employees may be dismissed without recourse to the grievance and arbitration process under Articles 9 and 10, provided that where the employer intends to release the employee prior to the conclusion of their term, four (4) weeks written notice is given. Vacation Pay shall be given by adding four percent (4%) to the employee's regular wages.

A contract employee in the Early Learning Centres shall be entitled to accrue one (1) day per month of paid sick time after successful completion of the probationary period, which may be carried forward if the employee becomes permanent.

1.05 Casual Employees - include summer students and are those persons hired for vacation relief, temporary assignments or short notice, to augment the staff complement for special vacations and short-term sickness. These employees are excluded from all provisions of this Agreement.

1.06 All references to spouse in this Agreement shall include common law spouse (including same sex).

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- 1.07 Bargaining Committee – shall have the meaning in Article 8 and has the same meaning as “bargaining team”, and “negotiation committee”.
- 1.08 Bargaining Unit Member or Member – An employee who is legally represented by the Union in accordance with the “Recognition” Article of this Agreement (Article 3.01) also commonly referred to as the “Scope” clause.
- 1.09 Discrimination – differential treatment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or any other enumerated ground under the *Ontario Human Rights Code* in the workplace.
- 1.10 Parties – the Employer and the Union, which are signatories to this Agreement.
- 1.11 Sexual Harassment – engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or making a sexual solicitation or advance where the person making it is in position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- 1.12 Spouse – common law spouse and includes same-sex spouses.
- 1.13 Union – CUPE and its Local 2132
- 1.14 Union Representative/Steward – An employee who represents and defends the interest of Bargaining Unit Members in an official capacity on behalf of the Union, in accordance with the provisions of this Agreement.
- 1.15 Working Day – A Day other than Saturday, Sunday, or a recognized holiday.
- 1.16 They/Them/Their – The gender-inclusive pronoun “they” is used throughout the agreement and may be meant to refer to a singular person or multiple people depending on the context.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 Subject to the specific provisions of the Agreement, the right to direct, hire, promote, demote, suspend, discharge, lay-off, recall or otherwise discipline employees for just cause, is vested in the management of the agency and the Union recognizes the right of the Employer to operate and manage its activities in all respects. It is understood that these rights shall not be exercised in a manner inconsistent with the Terms of this Agreement, and it is understood that a claim by an employee that the Employer has so exercised these rights shall be the proper subject of a grievance.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of the Employer in the City of Toronto, save and except casual staff, supervisors, assistant supervisors, **the CEO or designate, executive assistant to the CEO or designate, directors, managers, and those persons above the rank of manager and employees in bargaining units for which another trade union held bargaining rights on April 1, 2005.**

ARTICLE 4 – UNION MEMBERSHIP

4.01 The Union will have the right to hold meetings of its membership on employer property upon approval of Human Resources.

4.02 Employees, except those excluded from the Bargaining Unit in Article 3.01 shall, as a condition of employment, become members of the Union.

4.03 For the purpose of this Agreement, employees who are, or who become members shall be deemed to maintain their membership in the Union in good standing providing they pay the regular union dues uniformly required of all members of the Local Union.

4.04 The Employer agrees to acquaint new employees with the fact that this Agreement is in effect. The Union is to provide new employees with a copy of the Agreement.

4.05 Every new bargaining unit member will be given an opportunity to meet with a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union at a time and place **mutually agreed upon between the new bargaining unit member and the representative selected by the Union. Any time away from work will be approved by the supervisor and will not interfere with the operation.**

4.06 The Employer agrees to deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members commencing date of hire. Deductions shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month in which they came due. The cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. This list shall indicate hires, layoffs, recalls and terminations of employment. A copy of this list shall be forwarded by the Employer to the Local Secretary-Treasurer.

4.07 The Employer will provide to the Union a list of all employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time or part-

time) and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a semi-annual basis simultaneously with the Seniority List in Article 13. Items on the Seniority List are not required to be duplicated.

4.08 Dues Receipts

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

4.09 Indemnification

The Union agrees to indemnify and save the Employer harmless from all suits, actions, claims and demands or any kind of nature whatsoever which may at any time be brought against it by reason of the deduction of dues as aforesaid.

ARTICLE 5 – CONDITIONS OF EMPLOYMENT

- 5.01 (a) All applicants **for Early Learning Centre positions**, as a condition of employment (at their own expense), shall provide a certificate of good health.
- (b) All applicants, as a condition of employment (at their own expense), shall provide a Vulnerable Sector Screening Check.
- 5.02 The Employer will be limited to requiring vulnerable sector police checks that are required by statute and will incur the cost of such checks on behalf of an employee. For greater clarity, this does not include applicants as per Article 5.01(b).
- 5.03. If an employee voluntarily leaves the Employer within one (1) month of the Employer incurring the cost of the vulnerable sector check, the employee shall reimburse the Employer for this cost. The Employer will deduct this reimbursement from the employee's final pay.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All correspondence from the Employer to the Union arising out of this agreement or incidental thereto shall be forwarded to the President of the Union **and the CUPE National Representative**. The Union shall inform the Employer, in writing, of the name and address of the **CUPE National Representative**, and of any changes as they occur.
- 6.02 The Employer agrees that an authorized Union Representative, including representatives of the National Union shall be afforded access to non-restricted areas of the Employer provided they arranged with a member of Management of the Employer and the visit occurs at a mutually agreeable time. It is understood that the purpose of the visit is to handle grievances or perform such duties as may be required for the proper administration of this Agreement.

- 6.03 **The Employer shall provide the Union with notice of an Employee's hiring, discharge, suspension, leave of absence, written warning, retirement, death, resignation and the duration of time where appropriate.**
- 6.04 **The parties agree that the Employer will provide one (1) printed copy of the Collective Agreement on the bulletin board at each work location and a digital copy will be accessible through the Agency portal.**

ARTICLE 7 – BULLETIN BOARDS

- 7.01 The Employer will allow the use of bulletin boards where they exist for the posting of notices of official Union business. Such notices will be official Union business only. All notices shall be submitted to the **Director of Human Resources or designate** for approval before posting.
- 7.02 The Employer will allow the use of its internal mail and emails systems for the purposes of transmitting meeting notices, conferences / conventions and upcoming educational seminars to its members. Such information shall be submitted to the CEO or designate for approval before posting. The Union agrees that this shall be the only usage of its internal communications systems and that the above-noted communication agreement does not include photocopying. The Union is further allowed to use these systems to communicate with the CUPE National Representative, Union Executive and Stewards. Such communication shall not be conducted during the employee's work time.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 Both Parties agree to abide by the provisions of the Ontario Labour Relations Act, which ensures that there shall be no discrimination, intimidation, restriction, or threat with respect to an employee's participation in the Union.
- 8.02 The Employer shall recognize a Bargaining Committee of up to five (5) bargaining unit members. The Union will advise the Employer in writing of the Union members of the Bargaining Committee no later than one (1) month before the start of any negotiations.

The Union shall reimburse the Employer for all costs associated with the fifth Bargaining Committee member should it choose to have five members.
- 8.03 The Employer agrees to recognize a Grievance Committee composed of four (4) Stewards, one (1) Executive Officer and the President of the Union. The Steward will be the representative of the Grievor from the employee's workplace.
- 8.04 The Employer acknowledges the right of the Union to appoint or otherwise select an Executive Committee and a Bargaining Committee.
- 8.05 The Union shall notify the Employer, in writing, of the names of such officers and/or all members of all Committees, no later than one (1) month after ratification of the

Agreement. The Union will inform the Employer of any changes in these names within ten (10) days of the change.

8.06 There shall be one (1) steward at each work site.

It is also understood that the Stewards and/or Executive Officer of the Union will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees. In accordance with this, the Union Representatives shall not leave their work without first securing permission from their supervisors.

8.07 When a Supervisor calls an employee covered by this Agreement to lodge a complaint against the employee, the employee shall be entitled to have a Union representative present.

8.08 The Employer will not recognize any individual employee or group of employees as a representative of the Union without proper authorization from the Union.

8.09 Employees who are members of the union Bargaining Committee shall not suffer loss of pay for hours spent in negotiations during normal daytime working hours. For greater clarity, the Employer will only pay for time spent in negotiations, and the Union will pay for time spent by the Bargaining Committee in preparation.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties that complaints and grievances be addressed as soon as possible.

9.02 Should either Party have a complaint regarding the interpretation, meaning, operation or application of this Agreement, or have reason to allege that this Agreement has been violated in any way, it may treat such complaint as a grievance and an earnest effort shall be made to resolve such a grievance fairly and promptly in the following manner:

9.03 STEP 1 – Discussion Meeting

The Employee shall first discuss and seek to settle the dispute informally within **twenty** (20) working days of the Employee becoming aware, or reasonably ought to have become aware of the circumstances giving rise to the dispute with the Employee's direct report outside of the Bargaining Unit. If the Employee wishes, they may be assisted in the discussion by a Steward. Such discussion is to be held within five (5) working days after the request for discussion is made.

If the grievance is regarding the grievor's direct report, the grievor and their Steward may bring the matter to Human Resources instead of the to direct report in accordance with Step 3.

9.04 **STEP 2 – Written Grievance Submission**

Failing satisfactory settlement following the mandatory meeting in Step 1 a written grievance may be filed by the Union to the employee's direct report within ten (10) working days after the meeting at Step 1. The nature of the grievance, the relevant provisions of the Agreement and the remedy sought shall be set out in the written grievance.

The direct report shall have five (5) working days to give a written reply to the Union, which they may do in consultation with management staff as necessary.

9.05 **STEP 3 – Grievance Meeting**

Failing satisfactory settlement at Step 2, the Union may, in writing, request a meeting with the Director of Human Resources or designate.

The meeting shall be held within ten (10) working days of the receipt of the written request. At this meeting either party may have such assistance as it deems necessary.

The Director of Human Resources or designate shall respond to the grievance in writing within ten (10) working days of such meeting.

9.06 **STEP 4 – Mediation or Arbitration**

Failing satisfactory settlement at Step 3, either party may submit the grievance to mediation or arbitration as herein provided within fifteen (15) working days.

9.07 The Employer may decline to consider any grievance the alleged circumstances of which were known or ought to have been known by the Union more than thirty (30) working days prior to the first written presentation.

9.08 The following shall not be grievable, subject to the terms of the Ontario Labour Relations Act R.S.O., 1990, as amended from time to time:

- a) The termination of employment of an employee prior to the completion of their probationary period, subject to the employee's rights under the Human Rights Code.
- b) The termination of employment of an employee on completion of a specific job or project for which they were hired provided the requisite notice requirements, if any, under Article 1.04 have been complied with.

9.09 **Time Limits**

The time limits referred to in both the grievance and the mediation or arbitration procedure may be extended by written mutual consent.

9.10 **Suspension or Termination Grievance**

A claim by an employee that they have been unjustly suspended or terminated may be initiated at Step 3.

9.11 **Group Grievances**

Where two (2) or more Employees have very similar grievances and each Employee would be entitled to grieve separately, all such Employees shall be listed on the grievances form and the grievance form shall be submitted at Step 2. The grievance shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

9.12 **Policy Grievance**

Both the Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of this agreement. However, a Union grievance shall not include any matter upon which an Employee is personally entitled to grieve, unless the Employee's grievance is common to a group of Employees. The regular grievance procedure for a grievance particular to a single Employee shall not be bypassed.

A Policy grievance shall be presented at Step 3, in writing, to the President of Local 2132 for an employer grievance, or the Director of Human Resources for a Union grievance, or their designates as the case may be, within ten (10) working days of the incident giving rise to the grievance. The President and the Director of Human Resources or their designates as the case may be, shall schedule a meeting within ten (10) working days of the filing of the grievance. The responding party shall respond to the grieving party in writing within ten (10) working days of the meeting.

9.13 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the terms of this agreement, and the Union agrees that there will be no strike, slowdown, sit down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct employees to carry out the provisions of this agreement and return to work and perform their regular duties.

ARTICLE 10 – ARBITRATION PROCEDURE

10.01 When a difference arises between the parties relating to the interpretation, application or administration of the Agreement, including any question as to whether a matter is arbitrable or an allegation is made that this Agreement has been violated either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing within fifteen (15) working days of its intent to submit the matter or allegation to arbitration and such notice shall contain the name of a sole arbitrator.

No matter may be submitted to arbitration, which has not been properly carried through all earlier steps provided for in the Grievance Procedure.

- 10.02 The referral shall be in writing. Within ten (10) working days of the receipt of the notice the parties will select an arbitrator. In the event that the parties are unable to agree on an arbitrator within the time limit, either party may request the office of the Ministry of Labour to appoint an arbitrator in accordance with the provisions of the Ontario Labour Relations Act.
- 10.03 The single arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be binding upon the parties hereto and upon the employees affected by it.
- 10.04 No person shall be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 10.05 Each of the parties to the Agreement will share equally the fees and disbursements of the Arbitrator.
- 10.06 The single arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any provisions in lieu thereof or to give any decision contrary to the express intent of this Agreement.
- 10.07 Once a grievance has been processed to arbitration, both parties may agree to use the services of a mutually agreeable mediator to assist the parties in resolving the grievance. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without prejudice or precedent.

10.08 Mediation Procedure

The Parties may mutually agree to refer a Grievance to mediation, which will be confidential and without prejudice.

The mediation process will be agreed to in advance of any mediation.

ARTICLE 11 – JOB POSTINGS, VACANCIES, PROMOTIONS, TRANSFERS

- 11.01 The Employer agrees that when new jobs are created or a job vacancy occurs, notice of the new job or declared vacancy (which shall include the nature of the position, the qualifications and education required for the position and the salary range) shall be posted within five (5) days of the creation of the new job or declared vacancy, and the employees shall have the opportunity to apply for such positions. The Employer shall first consider applications which have been received from its employees by formally interviewing each internal applicant who has the qualifications described in the posting.
- 11.02 Bargaining Unit Members can only apply for new jobs or job vacancies after the completion of their probationary period.

11.03 When an employee is promoted from one position to another, they shall advance to the appropriate salary category.

11.04 Job postings which result in two (2) or more employees applying for a promotion will be decided based on the applicant's qualifications, special training, performance, skill, ability and experience. Where, in the judgement of the Employer, the applicants meet or exceed the specifications for the position and where these factors are relatively equal, the employee with the greatest seniority will be the successful candidate.

Non-bargaining unit employees may apply through the job posting procedure for a vacant position in the bargaining unit. Their applications are considered as external to the bargaining unit.

11.05 The Employer will advise the Recording Secretary of the Union in writing of the name of the successful applicant within seven (7) days of the applicant's letter of appointment to the position.

11.06 Secondment

When a permanent Bargaining Unit member is voluntarily seconded to a contract position:

- (a) the employee's prior position shall be held for them.
- (b) they shall be returned to their regular permanent position at the completion of the secondment and any other employee that was temporarily assigned to another position, as a result of the secondment, shall also return to their regular position.
- (c) It is understood that employees who move to positions outside of the bargaining unit will not accumulate seniority while so employed. Seniority previously accumulated while a Bargaining Unit Member will be reinstated for those employees returning to the bargaining unit from temporary employment external to the bargaining unit, provided that:
 - (i) there is no broken service with the Employer; and
 - (ii) provided that the period of temporary assignment has not exceeded fourteen (14) months; and
 - (iii) provided the employee has been employed in a bargaining unit position for at least six (6) consecutive months immediately prior to the move.

Seniority previously accumulated while in the bargaining unit will not be reinstated for those employees returning to the bargaining unit from permanent employment external to the bargaining unit. In such case, seniority will begin to accrue from zero effective the employee's return date to the bargaining unit.

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

ARTICLE 12 – NO DISCRIMINATION

12.01 The Employer and the Union shall not engage in Discrimination.

ARTICLE 13 – PROBATION AND SENIORITY

- 13.01 (a) Full time and part time employees will accrue seniority based on their regular hours worked from their date of permanent hire.
- (b) In addition, where a Contract Employee obtains a permanent employment contract from the Agency prior to termination of their current Contract employment, the hours worked prior to becoming permanent will count towards their seniority, and their original date of hire in a Contract position will be considered their date of hire for seniority purposes. If the employee had multiple Contract positions that were not continuous then the hours worked before the most recent break in employment will not count towards seniority, and the date of hire after the most recent break in employment will be their date of hire for seniority purposes.
- (c) The Employer will maintain one (1) seniority list showing the accrued seniority in regular hours worked, permanent hire date, status as full time or part time and present classification as at December 31st. An updated seniority list will be posted in each workplace and copied to the Union each January. If no objection is made by the Union by February 28th of each year, the list will be deemed to be accurate.
- 13.02 An employee shall be on probation and shall not acquire seniority until they have worked for the employer for a period of six (6) months. At the time of hiring, each new probationary employee shall receive a letter stating clearly, the specific details of employment such as starting date, job title, job description, salary rate or range, employee benefits and other conditions of employment. The Union shall be provided with a copy of all such letters.
- 13.03 On the completion of the probationary period, the employee shall be informed, in writing, that they have completed their probationary period and acquired seniority. The Union shall be provided with a copy of all such letters.
- 13.04 Where the Employer grants an employee a leave of absence longer than four (4) months, other than provided for in 22.01, that person's seniority rights shall not be lost, and will continue to accrue for the first four (4) months from the beginning of the leave of absence.
- 13.05 Except where otherwise specified, (e.g. seniority), during the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

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- 13.06 The seniority of an employee shall be considered broken, all rights forfeited, and there shall be no obligation to re-hire them when they:
- (a) accept permanent employment external to the bargaining unit.
 - (b) voluntarily leave the services of the Employer. An employee who is absent for five (5) full consecutive working days without good and proper reason, or without first securing permission from the Employer, shall be considered to have left the Employer service of their own accord;
 - (c) are discharged for just cause;
 - (d) retire or become totally and permanently disabled (the latter subject to their rights under the Human Rights Code).
 - (e) are laid off for a continuous period of twenty-four (24) months, for an employee who has passed their probationary period;
 - (f) have been notified by registered letter at their last known address to return to work and, within five (5) days has failed to do so, or has failed to obtain the permission of their immediate supervisor;
 - (g) are off the payroll for a continuous period of eighteen (18) months for illness subject to the employee's rights under the Human Rights Code.
 - (h) fail to report for work within three (3) working days after the expiration of a leave of absence without providing a reason satisfactory to the Employer.
 - (i) fail to take a medical examination as required by the Child Care and Early Years Act by a qualified medical practitioner within thirty (30) days of the request.
- 13.07 It shall be the responsibility of the employee to keep the Employer informed of their current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

ARTICLE 14 – DISCIPLINE, SUSPENSION AND TERMINATION

- 14.01 Employment may be terminated at any time during the probationary period either by the employee or by the Employer.
- 14.02 Both parties recognize that discipline is normally given as an attempt to change an employee's behaviour and address performance issues. Generally, the progressive discipline process will only begin after various non-disciplinary attempts such as clarifying expectations and coaching have been made to address the performance issues. The Employer agrees that the seriousness of the infraction will dictate the level of discipline administered. Any discipline will be given for just cause **and the Employer**

will provide the Employee with a copy of any disciplinary notation to be placed in the Employee's personal file.

Discipline is normally defined as one or more of the following:

- verbal warning that will be noted in the Employee's file.
- written warning
- suspension without pay
- termination

- 14.03 It is understood that the Employer has the right to discipline employees, up to and including termination, for proper cause at any time, subject to the employee's right to grieve such discipline under Article 9.
- 14.04 Suspension pending investigation is not considered discipline. Employees shall not suffer any loss during the investigation.
- 14.05 Termination at the end of an agreed term of employment shall require no notice.
- 14.06 On termination of employment for any reason, the Employer shall provide a letter of reference on request.

ARTICLE 15 – LAYOFF

- 15.01 In case it becomes necessary to reduce the work force, including a reduction of more than forty percent (40%) of the normal hours of work of an employee, the order of lay-off will be by seniority within each job classification listed in Schedule 'A', provided that the remaining employees are qualified to perform the required work. Where it can reasonably be assumed that the employee could become qualified after a three (3) day familiarization period, they will be provided the opportunity. Such opportunity will be extended only once to an employee in any layoff.
- 15.02 Any employee in receipt of notice of layoff may bump any other employee with less seniority provided the employee exercising the right is qualified to perform the work of the employee with less seniority. Where it can reasonably be assumed that the bumping employee could become qualified after a three (3) day familiarization period, they will be provided this opportunity. Such opportunity will be extended only once to an employee in any layoff situation.

Where an employee is bumping into a different location of the employee's choice, the person bumped will be the most junior employee in their classification in the new location.

Bumping employees may not bump an employee in a higher classification and may only bump into such a classification if there is a vacancy.

- 15.03 Recalls will be made in reverse order to the layoff provided the returning employee can perform the required work. Where it can reasonably be assumed that the returning

employee could become qualified after a three (3) day familiarization period, they will be provided this opportunity. Such opportunity will be extended only once to an employee in any recall situation.

- 15.04 In the case of a layoff, where an employee exercises their bumping rights with the Employer and moves to another classification for which they are qualified, they shall retain the right to be reinstated in their former classification based on their seniority, if a permanent vacancy is declared by the Employer, for a period of six (6) months.

If an employee declines to displace the least senior employee in the classifications or declines to displace an employee in the next lower paying classification, the parties agree that the employee will have declined reasonable alternative employment made available through a seniority system for purposes of the ESA (and thus shall not be entitled to termination or severance pay under the ESA), but the employee will be placed on layoff with the right of recall and the Employer will support the employee's claim for EI benefits to the extent permitted by law.

- 15.05 The Employer will notify the Union three (3) working days prior to informing an employee of any layoff, provided the Union undertakes not to divulge information about the person(s) or the specific positions involved until the affected employees have been told. The Parties shall meet with the Union's Redeployment Committee to discuss the effect of such reduction on the level of services required and the job classification(s) of the affected employees and hear any representations of the Union. At this meeting, the Employer will also provide to the Union a current seniority list.

- 15.06 A minimum of sixty (60) days' notice will be given in case of layoff; where possible, longer periods of notice of layoff will be given.

- 15.07 Employees who are otherwise eligible for severance payments on termination under the Employment Standards Act, **2000** but who have less than five (5) years of service with the Employer will be eligible for one (1) week of severance pay for each completed year of service. Severance pay will be calculated **pursuant to the Employment Standards Act, 2000.**

- 15.08 It is agreed that employees who are laid off will have no rights under this agreement, except those specifically provided for. Such employees will retain their rights under Article 9 and 10.

- 15.09 An employee who belongs to a job classification in which a layoff notice has been issued to a more junior employee may volunteer to accept that layoff, and the Employer shall accept the volunteer on the basis of seniority, with severance pay, at which point their employment will cease.

RECALL

- 15.10 Layoff and recall will be by job classification but accrued seniority with the Employer will apply.

ARTICLE 16 – JOB DESCRIPTIONS AND NEW OR CHANGED CLASSIFICATIONS

- 16.01 The Employer shall review and update current job descriptions to coincide with present job functions and provide the Union with copies of each job description within one (1) year of signing of the agreement.
- 16.02 Where a job classification is to be eliminated, prior consultation will be arranged with the Union.
- 16.03 When a new classification is created or the job content, as determined by management, of an existing classification is substantially changed, the parties will conduct a job evaluation through the existing job evaluation committee and the rate of pay will be based on the resulting job evaluation level. If the resulting rate is higher, it will become effective on the date on which the request for review was made. If the resulting rate is lower, the current rate for the position will be frozen until the negotiated rate catches up.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- 17.01 The employees of Clinical Services and Administration (CSA) and the Early Learning Centre (ELC) are to work a twelve (12) month year, subject to the following provisions:
- (a) Each employee is entitled to their vacation and holidays as herein provided.
 - (b) The normal work week for employees shall be thirty-five (35) hours. Seven (7) hours will equal one (1) day and one thousand eight hundred and twenty hours will equal one (1) year. Flexible working hours may be arranged by the supervisor after consultation with the employee(s) concerned.
 - (c) The term overtime shall be deemed to mean any period of time worked over and above an employee's normal work week.

Overtime work must be approved by Management, unless such work was a result of Child Care and Early Years Act requirements.

Late Pickup

When employees are required to stay past the end of their shift while waiting for children to be picked up, they will be paid to the nearest quarter of an hour (rounding up). If that extra time results in the employee accumulating overtime as defined in Article 17.01 (d) then the employee will be compensated at the appropriate overtime rate, otherwise payment will be at the employee's regular rate.

- (d) Overtime work shall be compensated at the rate of time and one half (1½) the employee's regular salary computed on an hourly basis or time off at one and one half (1½) times the hours worked beyond thirty-five (35). Whichever of these two

alternatives is chosen must be mutually agreed upon by the Supervisor and the employee concerned.

- (e) Should an employee choose to take time off, it shall be taken with the approval of their immediate supervisor.
- (f) The regularly assigned hours for Early Learning Centre part-time employees shall be as determined by the employer in accordance with the requirements of the Centre but shall be provided to each employee no later than two weeks prior to their shift.
- (g) In the Early Learning Centre, the hours and days of work of employees subject to shift work shall be posted a minimum of two (2) weeks in advance and such scheduled hours of work will not be changed except for the purposes of maintaining proper service coverage in which case the supervisor will give as much advance notice as possible to the affected employees under the circumstances.
- (h) Unless notified beforehand not to report to work, employees reporting for work at their scheduled starting time where no work is available shall be paid a minimum of four (4) hours pay on a straight time basis.

- 17.02 (a) All employees working seven (7) hours per day shall be permitted a **paid** rest period of fifteen (15) minutes both in the morning and the afternoon.
- (b) All employees working five (5) hours per day shall be permitted a **paid** rest period of thirty (30) minutes. Such time shall be taken at a time mutually agreed to by the employee and the supervisor. The rest period may be taken in two (2) fifteen (15) minute intervals.

- 17.03 One (1) full-time employee per room at the Early Learning Centre shall be allowed one (1) hour per week for program preparation at a time mutually agreed upon by the employer and the employee. Such employees shall remain on the Employer's premises during this period.

ARTICLE 18 – CONTRACTING OUT

- 18.01** The Employer recognizes that the work now carried out within the Bargaining Unit is properly bargaining unit work. This work involving **childcare** duties, therapeutic, and clerical duties currently carried out by those in the bargaining unit, will not be contracted outside of the Bargaining Unit. Subject only to the availability of funding, this work will continue to be performed by those in the Unit.

ARTICLE 19 – HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

Except that the Employer will not observe Remembrance Day and will instead observe a floating holiday to be mutually agreed.

If a statutory holiday occurs on a Saturday or Sunday, the Employer **will provide at least thirty (30) days notice of its intention to** observe the holiday on either Friday or Monday, as determined by the Employer except as outlined in Article 19.04.

- 19.02 Should one or more holidays as set out in 19.01 occur during an employee's vacation, such vacation shall be extended by that number or the employee shall be given the equivalent time off within the current calendar year.

CLINICAL SERVICES & ADMINISTRATION

- 19.03 The Employer will be closed, and employees will be granted a paid leave of absence from the end of the business day the 24th of December until the next business day after January 1st, inclusive of the three (3) statutory holidays.

- 19.04 All employees who have a holiday as part of their scheduled work time will be paid seven (7) hours for the holiday.

Part-time employees will be required to make up the seven hours at a time to be mutually agreed.

Part-time employees, whose holiday entitlement is pro-rated, will be required to make up the balance of the hours owing at a time to be mutually agreed.

EARLY LEARNING CENTRE

- 19.05 (a) Employees in the Early Learning Centre's will be entitled to one floating holiday per calendar year to be scheduled at a mutually agreed time.
- (b) In addition, the Early Learning Centre will be closed at 12:00 noon each December 24th and December 31st. Early Learning Centre employees will not suffer any loss in regular pay as a result of these closures.

ARTICLE 20 – VACATIONS

CLINICAL SERVICES & ADMINISTRATION SECTION

20.01 (a) Length of Vacation

An employee is entitled to vacation leave with pay upon completion of their probationary period at the following rates per annum calculated from the date of hire:

- (i) All staff - 2.08 working days per month after one (1) year's service. Persons working less than thirty-five (35) hours will be pro-rated.
- (ii) All employees who will complete fifteen (15) year's service with the Employer will receive a bonus of either two (2%) additional pay or one (1) week's additional vacation at the employee's option in the year that the anniversary occurs only.
- (iii) Employees who terminate during the vacation year will have their terminal vacation pay pro-rated for the portion of the year they were employed.

(b) and Contract employees – see Article 1.04

EARLY LEARNING CENTRE SECTION

20.02 (a) Length of Vacation

An employee shall be entitled to vacation with pay in accordance with years of service as follows:

Less than 1 year	.83 days per month for full-time employees prorated for those working less than full time hours.
After 1 year	3 weeks
After 3 years and every year thereafter.	4 weeks

- (b) It is understood that all vacation credits will routinely be used in blocks of five (5) working days. In the event, that an Employee requests the use of separate vacation days, such request will be made with at least one weeks' notice. At no time will any Employee be allowed to use more than five (5) separate vacation days per year.

CLINICAL SERVICES & ADMINISTRATION AND EARLY LEARNING CENTRE

- 20.03 The vacation year will be from January 1st to December 31st.
- 20.04 Vacations may be granted at any time subject only to the needs of the Employer. Vacation scheduling will be completed during March of each year. Vacation allocations will be by seniority in each Department. During the prime vacation period between July 1st and August 31st, where conflicts occur between employees, the employee with the greater seniority shall be given scheduling preference over more junior employee's preference only for the first two (2) preferred weeks.

The final vacation Schedule will be established by April 30th of each year.

- 20.05 All vacation periods will be taken with the approval of the employee's supervisor. All vacation earned must be taken within the calendar year that the entitlement was achieved. Vacation time may only be accumulated from one year to the next with the written approval of the CEO or designate. Vacation carry over will be limited to a maximum of ten (10) days which must be taken prior to August 31st. Any vacation days carried over in this manner will cease to be entitlement if not taken by August 31st.

20.06 **Vacation Carry-Over**

Notwithstanding the provisions of Article 20.04, an employee with five (5) or more years of service may apply to the CEO or designate in writing to carry over up to sixty percent (60%) of their vacation entitlement to the succeeding year. In such cases the carried over vacation must be taken by August 31st of the succeeding year. It is recognized that the needs of the Employer during the succeeding year will be the determining factor in the decision. A successful application can be made once every five (5) years by an individual employee.

- 20.07 (a) Should an employee be on leave prior to a scheduled vacation period, and it extends into the vacation period, the employee shall be considered to be on leave until recovered, and the vacation shall be re-scheduled.
- (b) Should an employee be hospitalized while on vacation, up to five (5) days of their holiday may be rescheduled. At the sole discretion of Human Resources, the five (5) day limit may be extended.
- 20.08 (a) Employees who choose to terminate their employment shall have their above noted vacation pro-rated to the time they terminate. Where any unearned vacation days have been taken in advance, they will be deducted from the final pay issued on termination.
- (b) Employees who are terminated or laid off by the Employer shall have their above noted vacation pro-rated to the time of their termination or lay-off. Where any unearned vacation days have been taken in advance, employees being terminated or laid-off will not be required to repay such days.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave means the period of time an employee is permitted to be absent from work with full pay due to being sick, disabled, exposed to contagious disease or because of accident which is not compensable under the Workers' Safety Insurance Act, or under the Group Insurance Plan.

Upon notifying the Supervisor each employee may use a maximum of two (2) days or **up to fourteen (14)** hours, from their sick bank to attend the care/examination of a doctor, dentist or specialist. It is understood that this time will be used in no less than two (2) hour blocks.

21.02 Employees who are required to attend a medical examination by the Employer will be granted a leave of absence with no loss of pay for such attendance provided the employee loses time from their regular scheduled working hours.

21.03 The Employer agrees to pay any physician fees for medical examinations/certificates, which are not payable under the terms of the Employee Benefit plans set out herein, and which were requested by management.

21.04 In case of illness of an immediate family member of an Employee, where no one other than the Employee can provide for their needs, the Employee shall be entitled, after notifying their supervisor, to use a maximum of six (6) accumulated sick or personal days for this purpose, or such greater number as the Employer may permit. The Employer may require supporting documentation.

21.05 In case of repeated or chronic illness, the Employer may, at any time, request a Medical Certificate of Health.

21.06 Sick Leave During Layoff

When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence.

THE CLINICAL SERVICES & ADMINISTRATION SECTION

21.07 Employees are entitled to one and a half (1 1/2) working days for each month of service. At the beginning of the probationary period, the employee would have available to them the number of sick days which would have been accumulated over their probationary period should they need to draw on them during this period. After completion of their probation, they retain any unused sick leave accumulated to that point.

21.08 The unused portion of this annual sick leave shall accumulate a total of eighty-five (85) working days.

21.09 A record of all unused sick leave shall be kept by the Employer in HRIS, currently Dayforce.

EARLY LEARNING CENTRE SECTION

21.10 **Amount of Paid Sick Leave**

Subject to Article 20.03, sick leave shall be earned at the rate of one (1) day for every month of active continuous service. **At the beginning of the probationary period, the employee will have available to them the number of sick days which would normally accumulate over their probationary period, should they need to draw on them during this period. After completion of their probationary period, they shall retain any unused sick leave accumulated to that point.**

21.11 **Accumulation of Sick Leave**

All unused sick leave may be accumulated to the credit of **part-time and full-time** employees to a maximum of twelve (12) days **based on the number of hours worked per day.**

21.12 **Deductions from Sick Leave**

A deduction shall be made from the unused portion of an employee's sick leave of all normal working days (exclusive of holidays) absent for sick leave.

21.13 **Mental Health Days**

- (a) Full time employees will be entitled to two (2) mental health days per annum to be used only with the mutual agreement of the supervisor and the employee. **Agreement by the supervisor shall not be unreasonably withheld.** Mental health days may not be carried over to the following year.
- (b) Mental Health Days are available for the purpose of relief from extreme stress for employees. Therefore, notice is normally short and is given just prior to the time being scheduled by mutual agreement.

21.14 Employees absenting themselves on account of illness must notify the supervisor the night before such absence, if possible, but in any event prior to 6:30 am on the first and subsequent days of absences. Where an employee knows they will be absent for an extended period they shall notify the Employer and the daily notification requirement may be waived.

ARTICLE 22 – LEAVE OF ABSENCE

The Agency agrees to comply with regulations pertaining to Leaves covered under the Ontario Employment Standards Act, 2000.

22.01 Maternity and Parental Leave

(a) Length of Job Protected Leave

- I. Pregnancy Leave and Parental leave will be granted in accordance with the Employment Standards Act.
- II. The CEO or designate may, at their discretion, grant leave of absence without pay for period of up to one (1) year longer than the Employment Standards Act, 2000 provides, up to maximum of one (1) year to an employee who has worked for the Employer for at least thirteen (13) months and eleven (11) weeks prior to the expected date of the delivery or adoption, provided that a written request is received at least one (1) month prior to the date the employee intends to commence their leave in order to allow the Employer to provide for a suitable replacement on a “time contract” basis if deemed necessary by the CEO or designate.
- III. An employee wishing to return to work before the agreed term, shall advise the Employer six (6) weeks in advance of the intended date of return.
- IV. On return from parental leave, the employee will be placed in their former position. If the former position no longer exists, they will be placed in a position of equal or greater rank and value at the same rate of pay or higher.

(b) Rights and Benefits During Pregnancy and Parental Leave

During pregnancy and parental leave full seniority will be accumulated and the Employer will continue to pay its portion of all benefits.

- (c) When an employee decides to return to work after maternity leave, she shall provide the Employer with at least six (6) week’s notice. On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position equal rank and value at the same rate of pay.

Spousal Birth or Adoption Leave

- (d) Spousal birth or adoption leave of ten (10) days with pay will be granted to employees if their spouse is giving birth or adopting. The ten (10) days leave may be taken any time within two weeks before or three weeks after the expected date of birth or coming into custody of the child.

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- (e) If the employee's partner does not meet the definition of spouse, the leave request will be granted anyway based on a broad and generous definition of partner, and for greater certainty nothing in this article will result in a lesser benefit to any member on the basis of their family status, marital status, gender identity, gender expression, sex, sexual orientation or any other enumerated ground in the *Ontario Human Rights Code*.
 - (f) The Early Learning Centres will participate in the Canada Employment Insurance Commission Supplementary Unemployment Benefit (SUB) Plan for **the first fifteen (15) weeks of their maternity or parental leave**. The combined weekly total of employment insurance benefits, SUB payments and other earnings will equal seventy-five (75) percent of the employee's normal weekly earnings. **These payments takes effect after the EI waiting period.**
 - (g) Maternity/Parental Leave E.I. Sub Plan (Clinical Services and Administration Specific)

Clinical Services and Administration employees who take a **maternity** or parental leave, in accordance with Article 22.01 and who are subject to the **Canada Employment Insurance Commission** waiting period will be paid seventy-five percent (75%) of their regular earnings for **the first two (2) week** period under the Supplementary Unemployment Benefit Plan. **This payment is inclusive of the EI waiting period.**

22.02 **Bereavement Leave**

Bereavement leave of absence with pay up to five (5) calendar days from the day of notification of the death shall be granted by the Employer in the case of a death in the immediate family or family by marriage of the employee. **One (1) of the five (5) days may be taken at a time other than immediately after the day of notification of death.** The immediate family shall include parent, grandparent, grandchild, spouse, child, stepchild or sibling of the employee. The immediate family by marriage shall include parent-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

Part-time employees shall receive, as paid bereavement leave, the **equivalent** number of their scheduled working days **and hours** to a maximum of **five (5) days where so scheduled**. **One (1) of the five (5) days may be taken at a time other than immediately after the day of notification of death.**

Employees will be entitled to one (1) working day paid bereavement leave, if required for attendance at the funeral of **any other family member**. **For the purposes of this provision, a "family member" includes a person, whether or not related to the individual by marriage, common-law partnership, or any legal parent-child relationship, whom the deceased individual considered the Employee to like a close relative.**

The employer may grant, where necessary, up to an additional two (2) days leave without pay to accommodate reasonable travel time if the place of funeral is outside the province of Ontario, and provided the employee attends the funeral.

- 22.03 Leave of Absence without pay up to two (2) days per year shall be granted in the case of serious illness in the family when the employee has not been able to arrange for adequate care for such member. The family shall include parent, spouse or child.
- 22.04 The CEO or designate may at any time at their discretion, grant leave of absence with pay to an employee for personal reasons.
- 22.05 One day of absence with pay, once a year shall be granted to any staff member who is moving to a new place of residence. The Employee must provide their new residential address no later than two (2) weeks prior to their move.
- 22.06 Leave of absence for educational purposes, with or without pay, may be granted by the Employer to employees. Wherever possible the Employer shall assist the employee through continuing pay, scholarship or loan, to undertake such further study providing there is a written agreement of continued employment with the Employer on the part of the employee.
- 22.07 The Employer has the right to send employees to designated conferences with all costs paid by the Employer. All employees of the Employer shall have the right to request leave without loss of salary up to a maximum of five (5) working days per year to attend courses to upgrade their skills at the employee's own expense.
- 22.08 The Employer recognizes that on occasion special circumstances may arise whereby an employee may request a leave of absence without pay. Providing the request is from an employee who has at least two (2) years' service and the request is submitted in writing, it will be considered by the Human Resources in consultation with the employee's Supervisor.
- 22.09 Time taken for unpaid leave of absence except Articles 22.01, 22.02, 22.03, 22.07, 22.10, 22.11 and 22.12 shall not be included when calculating vacation and other entitlements.
- 22.10 The Employer shall grant leave without pay upon request to employees wishing to attend functions of the Union for training and education. The Union shall submit such requests in writing to the Human Resources not later than ten (10) working days in advance. The Union will limit each request to six (6) employees, and no more than one (1) from a single ELC site, provided such leave does not interfere with the normal operation of the Employer. The Employer will communicate its decision to the Union and to the individual members. Request will not be unreasonably denied.

22.11 Jury, Witness and Civic Duty Leave

If an Employee is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law as a witness in a case in which the Crown is a party, or is required to attend in connection with a case arising from their duties with the Employer at the centre, the Employee shall not lose regular pay because of necessary absence from work due to such attendance, provided that the Employee:

- a) informs the Employer as soon as possible upon being notified that they will be required to attend court or a coroner's inquest;
- b) presents proof of service requiring the Employee's attendance; and
- c) remits to the Employer any fees received for such attendance (excluding travelling and meal allowances). For clarity, this can be satisfied by way of Employer paying the difference between regular pay and jury duty or witness remuneration, if any.

22.12 An employee shall be allowed time off, if necessary, with pay to attend the swearing in ceremony as a Canadian Citizen.

22.13 Leave of Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall after notifying the supervisor receive an immediate leave of absence in the event that a known or suspected case of a threat such as German measles occurs. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a maximum period of two (2) weeks sick leave. It is recognized that accommodation could also be required under the Human Rights Code.

22.14 Electoral Candidate

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 loss of seniority but with no salary or benefits, so that the employee may be a candidate in federal, provincial or municipal elections.

22.15 Electoral Office

Employees who are elected to public office shall be allowed leave of absence without loss of seniority during their terms of office.

22.16 Union Leave

An employee who is elected or selected for a position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request by the employee.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Employees shall be paid on the fifteenth (15) and the thirtieth (30) of each month. Should one of these days fall on a non-working day for employees, direct deposit shall be processed the working day prior.

Early Learning Centre Employees

23.02 A premium of **one dollar (\$1.00)** per hour will be paid to Early Learning Centre employees ONLY, who have graduated with an E.C.E. Diploma while being employed by the Employer as Teaching Assistants. The premium will be paid for all regular hours worked effective the first of the month following graduation.

23.03 (a) When an employee temporarily relieves in or performs the **principal** duties of a higher paying position, they will receive the minimum rate for the position or the next higher rate of pay that is greater than their normal rate, except as provided for in 23.03 (b) below. It is understood that non-qualified employees cannot replace qualified employees.

(b) Where an employee in an Early Learning Centre fills in as a “designate in charge” when the supervisor and/or assistant supervisor are not available, they will be paid an additional **three dollars (\$3.00)** per hour for the hours **when** so designated by the supervisor.

23.04 When an employee is assigned in accordance with the terms of this collective agreement to a position paying a lower rate, their rate shall not be reduced.

23.05 Professional Development

(a) Full-time employees employed at Early Learning Centre who have completed one (1) year continuous employment with the employer, shall receive up to one hundred and ten dollars (\$110.00) per calendar year towards courses or seminars directly related to the early childhood education field. These courses and seminars shall be mutually agreed upon by the employer and employee prior to registration. Such employee shall be reimbursed upon submission of proof of successful completion of the course/seminar.

Placement

(b) Employees enrolled in the Early Childhood Education program who are required to complete a placement, shall be granted a leave of absence without pay at a mutually agreeable time for such time. While on such leave, seniority and benefits shall continue to accumulate.

ARTICLE 24 – EXPENSE REIMBURSEMENT

- 24.01 It is the policy of the Employer that employees be reimbursed for all reasonable expenses incurred for transportation, travel, parking and meals during the course of carrying out responsibilities assigned to them by the Employer as follows:
- (a) Business travel in a personal car will be reimbursed at the rate of **fifty-eight cents (.58)** per kilometre. Prior to approval of business use of a personal car the employee must submit proof of at least one million dollars (\$1,000,000) Public Liability and Property Damage Insurance. The increase to **\$0.58** will take effect immediately following ratification.
 - (b) Parking fees, bridge and other toll costs incurred when the car is used for Employer business and upon presentation of valid receipts.
 - (c) Employees using public transportation shall be reimbursed for required fares.
 - (d) Taxi fares will be reimbursed only when prior approval for their use has been obtained from the employee's immediate supervisor and upon presentation of valid receipts.
 - (e) Where required attendance at a meeting result in meal expense such meals shall be reimbursed upon presentation of valid receipts but to a maximum of ten dollars (\$10.00) for breakfast, twenty dollars (\$20.00) for lunch, and thirty dollars (\$30.00) for dinner.

ARTICLE 25 – SALARIES

- 25.01 It is agreed that it is desirable to establish an orderly manner of administering salaries within the bargaining unit. The Employer and the union have therefore agreed to job classifications and salary grades which recognize different job classes, groupings and/or qualification plus recognition of performance and experience; these are attached as Schedule 'A'.
- 25.02 Employees on Schedule 'A' will maintain their current salary level within the grid. There will be no movement along the grid.
- 25.03 As pay equity gaps are closed for any remaining eligible Grade/Step levels, they shall no longer be eligible for Pay Equity adjustments, however, will continue to receive all other negotiated increases. (i.e., overtime, the grid will collapse resulting in one wage rate for each Wage Grade.)

ARTICLE 26 – EMPLOYEE BENEFIT PLANS

THE CLINICAL SERVICES & ADMINISTRATION SECTION

- 26.01 The Employer agrees to pay one-hundred percent (100%) of the premium after thirty (30) calendar days of employment for all eligible full-time employees and part-time employees working more than twenty-one (21) hours per week for a Supplementary Plan for semi-private hospital accommodation, an Extended Health Care Plan, a Group Life Insurance Plan and a Basic Dental Plan providing single coverage for employees will be introduced and the premiums will be paid one-hundred percent (100%) by the Employer.
- 26.02 All part-time employees working twenty-one (21) hours or less per week, will receive compensation in lieu of the benefits outlined in Article 26.01 and in lieu of payments for statutory holidays not worked, outlined in Article 19, of ten point five percent (10.5%) of the applicable rate of each affected employee for all regular hours worked.
- 26.03 The Employer shall provide the Union with a copy of all employees benefit and group health master plan text and amendments.

EARLY LEARNING CENTRES SECTION

- 26.04 The Employer agrees to pay one hundred percent of the billed premium for each full-time employee in active continuous service and who has completed thirty (30) calendar days of employment for the following benefits plan:
- Life Insurance
 - A D & D (if offered)
 - Extended Health Care
 - Dental Care
 - Short Term Disability or Weekly Accident Indemnity
 - Long Term Disability
- Management shall provide the detailed benefits package.
- 26.05 It is understood that when more than one benefit contained herein applies to a given situation, an employee may only receive compensation from one source at any one time.
- 26.06 Part-Time employees working twenty-five (25) hours or more per week shall be eligible for the benefits described in Article 26.04 on a 70/30 split basis with the Employer paying the seventy percent (70%) of the premiums.

ARTICLE 27 – PENSION

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

- 27.01 (a) "Plan" means the Multi-Sector Pension Plan, operated by the Canadian Union of Public Employees and the Service Employees International Union.
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) *sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness.*
 - (v) All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" means all employees in the bargaining unit who have completed their six (6) month probationary period, except for contract employees as defined in this Agreement.
- 27.02 Commencing April 15, 2011, each Eligible Employee shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on **behalf of each eligible Employee for each pay period, year 2023, 2024 and 2025, an amount equal to three percent (3%); year 2026 the Employer contribution shall be equal to four percent (4%),** of Applicable Wages to the Plan. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- 27.03 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule B.
- 27.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in

the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed, or *should amendments to the Declaration of Trust or the rules and regulations of the Plan be changed, so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force*, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have made if the Plan were a defined contribution plan.

ARTICLE 28 – HEALTH AND SAFETY

28.01 The Employer, its Employees and the Union agree that they mutually desire to maintain standards of safety and health consistent with the provisions of the Occupational Health and Safety Act. The Employer and the union further mutually agree that the prevention of accidents and injury and illness is important. To this end, the Union and the Employer shall cooperate in establishing rules and practices, which will provide protection from factors adverse to employee health and safety.

28.02 Upon presentation of receipts, the Employer shall reimburse an employee for:

- (a) the cost of head lice shampoo when required due to a problem at the workplace.
- (b) Hepatitis A and B vaccine shots
The employee shall advise the Supervisor in advance.
- (c) fifty percent (50%) of the cost of influenza shot when an employee is not entitled to the shot "on a no cost basis"

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

28.04 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.

28.05 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy for themselves, an unborn child, children in care, or where it would be contrary to the applicable Federal, Provincial or Municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another

worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

- 28.06 A Joint Health and Safety Committee shall be established comprised of a minimum of one (1) Union Representative from each work location. The Employer membership on the Committee will not exceed the number of Union members on the Committee. The Joint Committee will hold meetings every third month or more frequently if required. The Joint Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and the Employer. In accordance with the Act, Committee members will be provided time off for preparation for such meetings.
- 28.07 The Employer commits to continue giving priority during the term of this Agreement to the reviewing and keeping current its policies and procedures with respect to violence and harassment in the workplace. Such policies and procedures will be reviewed, updated and developed in consultation with the Health and Safety Committee prior to implementation.
- 28.08 The Employer will comply with the terms of the *Occupational Health and Safety Act* (as amended from time to time) in maintaining a workplace that is free from workplace harassment and violence, including Sexual Harassment.
- 28.09 The Employer will not unreasonably deny unpaid leave for worker representatives on the Health and Safety Committee to attend trainings and workshops recommended by the Union regarding workplace violence, domestic violence, harassment, or bullying, provided such leave does not interfere with the normal operation of the Employer. At the request of the Union, the Employer will pay the employee for that time and the Union will reimburse the Employer. The Union shall provide the Employer with all information regarding the training at soon as possible, but no later than one (1) month prior to the scheduled training. Once training is completed, the Union shall submit any certificates of participation/completion to the Employer.
- 28.10 The Employer will cover the cost of First Aid/Cardiopulmonary Resuscitation Training re-certification for all employees it requires to be certified. The employer will organize the re-certification training and provide the space, and time in the training organized by the employer will be considered time worked. If an employee misses all the training sessions organized by the Employer, they will be responsible for obtaining the training on their own time. The Employer will only reimburse the employee at the rate per individual that was paid to the provider at the group training.

ARTICLE 29 – GENERAL

- 29.01 (a) The Management of the Employer agrees to provide written evaluations of employees after completion of their probationary period and every year thereafter.
- (b) When the Employer undertakes a written evaluation of an employee, it will endeavour to complete the process within six (6) weeks. These annual written evaluations that are to be filed in the employee's personal file shall be shown to the employee in advance. The employee may add the employee's views to such evaluation before it is filed and shall receive a copy which shall be signed by the employee and their supervisor and dated. The employee's signature shall indicate only that the evaluation has been seen and discussed with their supervisor. It is understood and agreed that evaluations are not disciplinary in nature.
- 29.02 An employee shall have the right, on reasonable notice to the CEO or designate, or their designated representative, to have access to, during normal business hours, and to review their personnel file. An employee shall not be permitted to remove anything from the file but may make copies of any material contained therein. All disciplinary letters shall be removed from the employee's personnel file one (1) year after the date, except those dealing with absenteeism and workplace violence, Discrimination, harassment and Sexual Harassment, which shall be removed two (2) years after the date. Issues relating to the content of the personnel file may be discussed with the employee's supervisor and/or Human Resources.

ARTICLE 30 – JOINT LABOUR/MANAGEMENT COMMITTEE

- 30.01 (a) **Policy**
The employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and co-operative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.
- (b) **Scope**
The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, workload and morale and shall seek to promote understanding and agreement between the Parties. However, it will not perform any of those functions, which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to, or modify the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.
- (c) **Membership**
The Committee shall be composed of no more than four (4) representatives from each of the parties. Meetings will be held within two (2) weeks of a request by

either party, but normally not more frequently than once per month or any other mutually satisfactory date.

(d) **Agenda**

An agenda will be drawn up and distributed to all Committee members not later than one (1) week prior to the meeting.

(e) **Chairperson**

The Union and Management will select a representative from its group who will act as Chairperson on an alternating basis. The Chairperson will be responsible for conducting the meeting in an orderly fashion. Minutes will be recorded and distributed to all Committee members.

ARTICLE 31 – RESTRUCTURING & TECHNOLOGICAL CHANGE

31.01 Where it is reasonably able to do so, the Employer shall provide the Union with at least sixty (60) calendar days written notice of any significant technological and/or organizational change, including merger or amalgamation discussions. Such notice will include the nature of the proposed change, the anticipated date of the change, and the anticipated effect that such change will have on the bargaining unit employees and the number of employees likely affected. A meeting will be convened within ten (10) days of the notification to discuss issues arising from the change.

ARTICLE 32 – RETURN TO WORK/ACCOMODATION

32.01 The Employer and the Union recognize their obligations under the Human Rights Code to accommodate and re-integrate employees back into the workplace who have suffered a permanent, full or partial injury or illness. The Employer and the Union will work together to identify work suitable for employees returning to work and requiring accommodations.

ARTICLE 33– TERM OF AGREEMENT

33.01 Duration

This Agreement shall be binding and shall remain in effect **from April 1, 2023, to March 31, 2027** and shall continue from year to year thereafter unless either party gives to the other party notice in writing by not more than ninety (90) days or less than thirty (30) days prior to the expiry date of the Agreement. If notice to amend or to terminate the Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within thirty (30) days after such notice upon request to do so.

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.

DATED at TORONTO, ONTARIO this _____ day of _____ 2023.

For the Employer

Micaela Joaquim 30-Nov-23
Micaela Joaquim

Nataliya Kochan 30-Nov-23
Nataliya Kochan

Elissa Teram 30-Nov-23
Elissa Teram

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

For the Union

Chris Sutton 30-Nov-23
Chris Sutton

Marcia Lee 30-Nov-23
Marcia Lee

Hermilita Emerenciana 30-Nov-23
Hermilita Emerenciana

Leonna Downes 30-Nov-23
Leonna Downes

Marie Oliveira 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson

SCHEDULE A**CLINICAL SERVICES & ADMINISTRATION WAGE GRID 2023****APRIL 1, 2023 "UNION GRID" CLINICAL SERVICES & ADMINISTRATION with PE + 2.0%**

GRADE/ BAND		YEAR/STEP							
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
10	Child & family Clinician								
	Sp.Needs Resource Co-ordinator	68,562	70,330	72,154	74,032	75,963	77,956	80,007	82,118
9	Intake Worker Speech & language pathologist Social Worker	65,066	66,731	68,445	70,210	72,032	73,903	75,833	77,820
8	Community Child Worker Family Resource Worker Psychometrist/Childcare Consultant	61,709	63,273	64,883	66,541	68,249	70,010	71,464	71,464
7		58,213	59,673	61,175	62,721	64,316	64,437	64,437	64,437
6		55,143	56,510	57,915	58,295	58,295	58,295	58,295	58,295
5		52,536	53,030	53,030	53,030	53,030	53,030	53,030	53,030
4	Receptionist/Administration IT Support	47,762	47,762	47,762	47,762	47,762	47,762	47,762	47,762
3		42,498	42,498	42,498	42,498	42,498	42,498	42,498	42,498
2	Administrative Assistant	37,230	37,230	37,230	37,230	37,230	37,230	37,230	37,230
1		31,959	31,959	31,959	31,959	31,959	31,959	31,959	31,959

NOTE:

1. Annual wage rate based on 1820 hours of work per year (35 hours per week).
2. All grant monies are in addition to the basic wage.

APRIL 1, 2024 "UNION GRID" CLINICAL SERVICES & ADMINISTRATION without PE + 2.0%

GRADE/ BAND		0.0%							
		YEAR/STEP (1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
10	Child & family Clinician								
	Sp.Needs Resource Co-ordinator	69,933	71,737	73,597	75,513	77,482	79,515	81,607	83,760
9	Intake Worker Speech & language pathologist Social Worker	66,367	68,066	69,814	71,614	73,473	75,381	77,350	79,376
8	Community Child Worker Family Resource Worker Psychometrist/Childcare Consultant	62,943	64,538	66,181	67,872	69,614	71,410	72,893	72,893
7		59,377	60,866	62,399	63,975	65,602	65,726	65,726	65,726
6		56,246	57,640	59,073	59,461	59,461	59,461	59,461	59,461
5		53,587	54,091	54,091	54,091	54,091	54,091	54,091	54,091
4	Receptionist/Administration IT Support	48,717	48,717	48,717	48,717	48,717	48,717	48,717	48,717
3		43,348	43,348	43,348	43,348	43,348	43,348	43,348	43,348
2	Administrative Assistant	37,975	37,975	37,975	37,975	37,975	37,975	37,975	37,975
1		32,598	32,598	32,598	32,598	32,598	32,598	32,598	32,598

NOTE:

1. Annual wage rate based on 1820 hours of work per year (35 hours per week).
2. All grant monies are in addition to the basic wage.

APRIL 1, 2025 "UNION GRID" CLINICAL SERVICES & ADMINISTRATION without PE + 2.0%

GRADE/ BAND	YEAR/STEP	0.0%							
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
10	Child & family Clinician								
	Sp.Needs Resource Co-ordinator	71,332	73,172	75,069	77,023	79,032	81,105	83,239	85,435
9	Intake Worker Speech & language pathologist Social Worker	67,694	69,427	71,210	73,046	74,942	76,889	78,897	80,964
8	Community Child Worker Family Resource Worker Psychometrist/Childcare Consultant	64,202	65,829	67,505	69,229	71,006	72,838	74,351	74,351
7		60,565	62,083	63,647	65,255	66,914	67,041	67,041	67,041
6		57,371	58,793	60,254	60,650	60,650	60,650	60,650	60,650
5		54,659	55,173	55,173	55,173	55,173	55,173	55,173	55,173
4	Receptionist/Administration IT Support	49,691	49,691	49,691	49,691	49,691	49,691	49,691	49,691
3		44,215	44,215	44,215	44,215	44,215	44,215	44,215	44,215
2	Administrative Assistant	38,735	38,735	38,735	38,735	38,735	38,735	38,735	38,735
1		33,250	33,250	33,250	33,250	33,250	33,250	33,250	33,250

NOTE:

1. Annual wage rate based on 1820 hours of work per year (35 hours per week).
2. All grant monies are in addition to the basic wage.

APRIL 1, 2026 "UNION GRID" CLINICAL SERVICES & ADMINISTRATION without PE + 2.25%

GRADE/ BAND		0.0%							
		YEAR/STEP (1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
10	Child & family Clinician								
	Sp.Needs Resource Co-ordinator	72,937	74,817	76,758	78,756	80,810	82,930	85,112	87,357
9	Intake Worker Speech & language pathologist Social Worker	69,217	70,989	72,812	74,690	76,628	78,619	80,672	82,786
8	Community Child Worker Family Resource Worker Psychometrist/Childcare Consultant	65,647	67,310	69,024	70,787	72,604	74,477	76,024	76,024
7		61,928	63,480	65,079	66,723	68,420	68,549	68,549	68,549
6		58,662	60,116	61,610	62,015	62,015	62,015	62,015	62,015
5		55,889	56,414	56,414	56,414	56,414	56,414	56,414	56,414
4	Receptionist/Administration IT Support	50,809	50,809	50,809	50,809	50,809	50,809	50,809	50,809
3		45,210	45,210	45,210	45,210	45,210	45,210	45,210	45,210
2	Administrative Assistant	39,607	39,607	39,607	39,607	39,607	39,607	39,607	39,607
1		33,998	33,998	33,998	33,998	33,998	33,998	33,998	33,998

NOTE:

1. Annual wage rate based on 1820 hours of work per year (35 hours per week).
2. All grant monies are in addition to the basic wage.

WAGE GRID - EARLY LEARNING CENTRE'S**April 1, 2023 Childcare Grid with Pay Equity + 2%**

Position	GRADE	FTE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
E.C.E.	5	1.00	52,451	53,513	54,497	55,566	56,667
		0.71	36,727	37,486	38,189	38,952	39,739
Assistant (ECA)	3	1.00	44,624	45,398	46,193	47,017	47,859
		0.71	31,137	31,689	32,257	32,846	33,448
Aide	1	1.00	40,721	41,385	42,179	42,778	43,504
		0.71	28,349	28,823	29,390	29,818	30,337

April 1, 2024 Childcare Grid without Pay Equity + 2%

Position	GRADE	FTE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
E.C.E.	5	1.00	53,500	54,583	55,587	56,677	57,800
		0.71	37,462	38,236	38,953	39,731	40,534
Assistant (ECA)	3	1.00	45,516	46,306	47,117	47,957	48,816
		0.71	31,760	32,323	32,902	33,503	34,117
Aide	1	1.00	41,535	42,213	43,023	43,634	44,374
		0.71	28,916	29,399	29,978	30,414	30,944

April 1, 2025 Childcare Grid without Pay Equity + 2%

Position	GRADE	FTE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
E.C.E.	5	1.00	54,570	55,675	56,699	57,811	58,956
		0.71	38,211	39,001	39,732	40,526	41,345
Assistant (ECA)	3	1.00	46,426	47,232	48,059	48,916	49,792
		0.71	32,395	32,969	33,560	34,173	34,799
Aide	1	1.00	42,366	43,057	43,883	44,507	45,261
		0.71	29,494	29,987	30,578	31,022	31,563

April 1, 2026 Childcare Grid without Pay Equity + 2.25%

Position	GRADE	FTE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
E.C.E.	5	1.00	55,798	56,928	57,975	59,112	60,283
		0.71	39,071	39,879	40,626	41,438	42,275
Assistant (ECA)	3	1.00	47,471	48,295	49,140	50,017	50,912
		0.71	33,124	33,711	34,315	34,942	35,582
Aide	1	1.00	43,319	44,026	44,870	45,508	46,279
		0.71	30,158	30,662	31,266	31,720	32,273

LETTER OF UNDERSTANDING #1

**between
Child Development Institute
and
The Canadian Union of Public Employees, Local 2132**

Where the Child Development Institute takes over permanent, direct operating responsibility for another unit in the City of Toronto, which is not unionized, Employees in that unit who are eligible, pursuant to the Ontario Labour Relations Act will become part of the bargaining unit of Child Development Institute. These eligible Employees will be immediately covered by all of the terms of the present Collective Agreement except for their present working conditions (which include but are not limited to hours of work, vacation, holidays, wages, benefits etc.) which shall be added but are limited to the present Collective Agreement as a separate appendix and which shall become negotiable at the renewal date of the Collective Agreement in effect at the time of change.

The above is agreed to review by legal counsel for the Employer and Union.

DATED at TORONTO, ONTARIO this _____ day of _____ 2023.

For the Employer

Micaela Joaquim 30-Nov-23
Micaela Joaquim

Nataliya Kochan 30-Nov-23
Nataliya Kochan

Elissa Teram 30-Nov-23
Elissa Teram

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

For the Union

Chris Sutton 30-Nov-23
Chris Sutton

Marcia Lee 30-Nov-23
Marcia Lee

Hermilita Emerenciana 30-Nov-23
Hermilita Emerenciana

Leonna Downes 30-Nov-23
Leonna Downes

Marie Oliveira 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson

LETTER OF UNDERSTANDING #2

**between
Child Development Institute
and**

The Canadian Union of Public Employees, Local 2132

Re: Job Share

Both parties agree that the concept of job share arrangements merits serious consideration. As such, upon request by either party the parties agree to establish a joint committee of equal representation, consisting of two (2) representatives from the Employer and two (2) representatives from the Union to discuss and explore the feasibility of making job share opportunities available to employees.

DATED at TORONTO, ONTARIO this _____ day of _____ 2023.

For the Employer

Micaela Joaquim 30-Nov-23
Micaela Joaquim

Nataliya Kochan 30-Nov-23
Nataliya Kochan

Elissa Teram 30-Nov-23
Elissa Teram

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

For the Union

Chris Sutton 30-Nov-23
Chris Sutton

Marcia Lee 30-Nov-23
Marcia Lee

Hermilita Emerenciana 30-Nov-23
Hermilita Emerenciana

Leonna Downes 30-Nov-23
Leonna Downes

Marie Oliveira 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson

LETTER OF UNDERSTANDING #3

**between
Child Development Institute
and
The Canadian Union of Public Employees, Local 2132**

Re: Joint Job Evaluation Committee

The Joint Job Evaluation Committee will be composed of two (2) persons appointed by each party. The purpose of the committee will be to evaluate existing positions in the bargaining unit using the CDI Joint Job Evaluation system.

For the Employer

Micaela Joaquim 30-Nov-23
Micaela Joaquim


 30-Nov-23
Nataliya Kochan

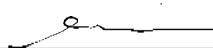
Elissa Teram 30-Nov-23
Elissa Teram

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

For the Union

Chris Sutton 30-Nov-23
Chris Sutton

 30-Nov-23
Marcia Lee

 30-Nov-23
Hermilita Emerenciana

 30-Nov-23
Leonna Downes

 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson

LETTER OF UNDERSTANDING #4

**between
Child Development Institute
and
The Canadian Union of Public Employees, Local 2132**

Re: Additional Funds

During the period of the contract, should any funder provide additional funds which are designated specifically for wages, such additions will be passed on by the Employer.

DATED at TORONTO, ONTARIO this _____ day of _____ 2023.

For the Employer

Micaela Joaquim 30-Nov-23
Micaela Joaquim

Nataliya Kochan 30-Nov-23
Nataliya Kochan

Elissa Teram 30-Nov-23
Elissa Teram

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

For the Union

Chris Sutton 30-Nov-23
Chris Sutton

Marcia Lee 30-Nov-23
Marcia Lee

Hermilita Emerenciana 30-Nov-23
Hermilita Emerenciana

Leonna Downes 30-Nov-23
Leonna Downes

Marie Oliveira 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson

LETTER OF UNDERSTANDING # 5

**between
Child Development Institute
and
The Canadian Union of Public Employees, Local 2132**

Re: Employee and Family Assistance Program

Implementation of an Employee and Family Assistance Program as soon as possible after or during a review of the actual details with the vendor.

Establish a Committee dealing with the Mental Health Issues in the workplace, which will be comprised of two (2) Union and two (2) Management representatives.

DATED at TORONTO, ONTARIO this _____ day of _____ 2023.

For the Employer

Micaela Joaquim 30-Nov-23
Micaela Joaquim

Nataliya Kochan 30-Nov-23
Nataliya Kochan

Elissa Teram 30-Nov-23
Elissa Teram

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

For the Union

Chris Sutton 30-Nov-23
Chris Sutton

Marcia Lee 30-Nov-23
Marcia Lee

Hermilita Emerenciana 30-Nov-23
Hermilita Emerenciana

Leonna Downes 30-Nov-23
Leonna Downes

Marie Oliveira 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson

SCHEDULE B

Participation Agreement

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 2132 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the _____ day of _____ (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make specific contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making its agreed contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

7. For further specificity, the information required for each Eligible Employee is as follows:
- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - 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
 - ii) 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
 - iii) To Be Provided Initially And As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status
 - iv) To be Provided Annually but no later than December 1
 - Current complete address listing

DATED at TORONTO, ONTARIO this _____ day of _____ 2023.

For the Employer

**MULTI-SECTOR PENSION PLAN;
by its Trustees**

Micaela Joaquim 30-Nov-23
Micaela Joaquim

Chris Sutton 30-Nov-23
Chris Sutton

Nataliya Kochan 30-Nov-23
Nataliya Kochan

Marcia Lee 30-Nov-23
Marcia Lee

Elissa Teram 30-Nov-23
Elissa Teram

Hermilita Emerenciana 30-Nov-23
Hermilita Emerenciana

Coralie Braithwaite 30-Nov-23
Coralie Braithwaite

Leonna Downes 30-Nov-23
Leonna Downes

Marie Oliveira 30-Nov-23
Marie Oliveira

Katherine Davidson 30-Nov-23
Katherine Davidson