

COLLECTIVE AGREEMENT

BETWEEN

HIGHVIEW WILSON CHILD CARE CENTRE

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and
ITS**

LOCAL 2484-18

January 1st, 2023 to December 31st, 2026

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ARTICLE 1 - PREAMBLE

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

- (1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to,
- (3) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (4) to maintain a high standard of care of children and promoting their intellectual, physical, social and emotional development;
- (5) to encourage and promote cooperation and mutual support between day care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care;
- (6) to encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the exclusive function of the Employer to operate and manage its business in accordance with its commitments and responsibilities. The Union further recognizes that it is the exclusive function of the Employer, without limiting the generality of the foregoing to:

- (a) Maintain order, and efficiency;
- (b) Hire, discipline for just cause, transfer, classify, promote or demote employees, lay off employees and assign employees to the various shifts and specify the job assignment;
- (c) Determine the methods of operation and services, and the scheduling of work

assignments;

(d) Establish reasonable rules from time to time to be observed by employees.

2.02 It is agreed that the exercise of these rights which is considered contrary to the Collective Agreement by an employee may be the subject matter of a grievance.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes The Canadian Union of Public Employees and its Local 2484-18 as the sole and exclusive collective bargaining agent of all employees of Highview Wilson Child Care Centre Group in Metropolitan Toronto, save and except, director and persons above the rank of director and hereby agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02

- (a) Part-time employees are employees who are employed up to twenty (20) hours per week. Part-time employees shall not be eligible paid leaves of absence (except bereavement leave) or employer benefits as provided under Article 24.
- (b) Temporary employees are employees hired for a fixed period of six (6) months or less. In order to qualify as a temporary employee, an individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence or on maternity or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 24, Leaves of Absence, or under Article 22 (except Bereavement -22.04)
- (c) Casual Employees

I. Hours of Work

Casual employees are employees who are employed on call to replace bargaining unit employees who are on short term leaves (i.e., sick days, vacation etc.). They have no set hours of work and may accept or reject specific hours offered based on their availability.

Note: There may be occasions where casual employee will work the same hours as a full-time employee. This does not give them the right to claim full time employee status.

II. Over Time

Casual employees shall only be offered overtime after Part-time staff have refused. Such overtime will be offered in order of seniority.

III. Benefits

Casual employees shall not be eligible to receive any of the benefits described in Article 24 Employee Benefit Plan.

IV. Sick Leave

Casual employees shall not be eligible to participate in the sick leave provisions of Article 21 of this Collective Agreement.

V. Paid Leaves of Absence

Casual employees shall not be eligible for any paid leaves of absence (except bereavement leave), holidays, and vacation time or overtime provisions contained in this Collective Agreement. Such benefits shall be as per the Employment Standards Act. Bereavement leave will only be paid if the employee is scheduled to work on the day the bereavement occurs.

VI. Probation

Casual Employees shall be on probation for a period of four hundred fifty-five (455) hours worked. They shall then be placed on a separate seniority list which shall show the total hours worked with the employer.

VII. Loss of seniority

Casual employees shall lose seniority where they have refused work four (4) times in any four (4) week period where at least twenty-four (24) hours' notice was provided.

3.03 Work of the Bargaining Unit

Employees outside the bargaining unit in Article 3.01 shall not work on any jobs which are in the bargaining unit except for purposes of training and in emergency situations and where otherwise mutually agreed by the parties.

3.04 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, sexual orientation, sex or marital status, physical disability, family relationship to adult working at the centre, place or residence, nor by reason of their membership or non-membership in the Union.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members

As a condition of employment, all employees of the Employer shall remain members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees who are members of the bargaining unit shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifth day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid for each Union member in the previous year, or on a separate document in the event that the T-4 slip is amended or replaced.

6.04 The Union shall indemnify and save harmless the Employer and its agents/or employees acting on behalf of the Employer, from any claims, demands, action, or causes of acting arising out of or in any way connected with the collection or attempted collection, and/or account of such dues.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Article dealing with Union Security and Dues Check-Off.

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Union Steward.

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

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

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

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

9.02 Union Bargaining Committee

The Union will advise the Employer of the Union members of the Bargaining Team.

9.03 Function of Bargaining Team

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

9.04 Representative of Canadian Union

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

9.05 Meeting of Team

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

9.06 Time Off For Meetings

While meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration.

9.07 Technical Information

Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union such as job descriptions, positions in the bargaining unit, job classifications and wage rates which are pertinent for collective bargaining purposes and which are in the possession of the Employer.

9.08 Education on the Job

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

ARTICLE 10 RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify Union

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

10.02 Copies of Resolutions

Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the municipal, regional or provincial government or their respective advisory committees to which the Employer has access which affect the members of this Union and/or the general provisions of day care received by either party shall be maintained in an open file to which the employees have access.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

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

11.02 Unit Stewards

There shall be one (1) Steward and one (1) alternate Steward for each unit or day care affected by this Collective Agreement. The Union shall notify the Employer in writing of the names of the Steward and the alternate.

11.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that they will not leave their duties under this Agreement. Therefore, no Steward shall leave their work without previously obtaining permission from their supervisor. Time for steward duties shall be granted within the next working day.

11.04 Definition of Grievance

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

11.05 Settling of Grievances

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

Step 1

The aggrieved employee(s) will submit the grievance to their Steward in writing. If the Employees' Steward is absent they may submit their grievance to the alternate Steward. At each step of the grievance procedure the grievor shall have the right to be present.

Step 2

If the Steward considers the grievance to be justified, she/he will present a copy of the grievance, in writing, to the Executive Director not later than twenty (20) working days of the date the alleged grievance occurred. The Executive Director will schedule a meeting not later than ten (10) working days after the grievance has been received. The Executive Director shall respond to the Union within twenty (20) working days after the date of the meeting.

Step 3

Failing satisfactory settlement, the Steward will, within twenty (20) working days after receiving the Executive Director's reply under Step 2, submit a written statement of the particulars of the grievance and the redress sought to the Board. The grievance will be placed on the agenda of the next regularly scheduled board of directors meeting, or if the board meeting is more than thirty (30) calendar days in the future, a meeting will be scheduled within thirty (30) calendar days to discuss the grievance. The Steward, who may have assistance of the CUPE 2484 Local Co-ordinator and/or the CUPE National Representative, and the grievor(s) will be invited to attend and provide the position of the Union. The board shall render its decision following its next regular meeting or within thirty (30) calendar days, whichever first occurs. Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

11.06 Policy Grievance

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

11.07 Union May Institute Grievances

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

11.08 Grievance on Health and Safety

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

11.09 Replies in Writing

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

11.10 Facilities for Grievances

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

11.11 Mutually Agreed Changes

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

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

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

12.02 Failure to Appoint

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

12.03 Board Procedure

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

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

12.05 Disagreement on Decision

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

12.06 Expenses of the Board

Each party shall pay:

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

12.07 Amending of Time Limits

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

12.08 Mediator

The Parties agree that they will attempt to resolve disputes by using non-binding mediation while they await arbitration hearing. The cost of the mediator and meeting space shall be shared equally by the Parties.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Principle of Innocence

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

13.02 Discipline Procedure

The employee shall be notified in writing of the action and/or penalty. If the employee challenges the Employer' decision, a copy of the Employer notice shall be sent to the Union Steward.

13.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

13.04 Warning

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

13.05 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work within twenty (20) working days of the event of the complaint. A copy shall be forwarded to the Shop Steward at the Day Care Centre. This notice shall include particulars of the work performances which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. An employee's reply, if any, shall be made within seven (7) working days of receipt of the report.

The record of an employee shall not be used against the employee at any time after twenty-four (24) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.06 Right to Have Steward Present

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

13.07 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file in the presence of their supervisor provided that reasonable notice has been given to the supervisor, and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record.

13.08 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined (Type of Seniority Unit)

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

14.02 Seniority List

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

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of three (3) months from the most recent date of hiring. After three (3) months the Employer shall review the work performance of the employee and submit the evaluation to the employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the employee shall not be entitled to grieve their discharge from employment and shall not be entitled to benefits under Article 24. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

Seniority shall be considered terminated and an employee shall be deemed to have quit their employment if the employee:

(a) voluntarily leaves the employment of the Employer;

(b) is discharged for just cause;

(c) is absent from work for more than three (3) working days without prior notification to the Employer;

(d) fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to the employee's last listed address with the Employer;

(e) fails to return to work upon conclusion of a leave of absence unless the employee's failure to return is for reasonable cause;

(f) fails to take a medical examination as may be required by legislation;

(g) is not recalled to work within a twenty-four (24) month period after the employee's layoff.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created, the Employer shall immediately notify the Union in writing and post notice of the position on a bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted (60) days prior to the employee's retirement date. In the case of retirement, the position shall be filled within two (2) weeks of the job opening. All other positions shall be filled within eight (8) weeks after the initial posting date.

15.02 Information in Postings

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

15.03 Union Preference

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

15.04 Role of Seniority in Promotions and Transfers

In filling a vacancy, the following factors shall be considered:

- (1) Seniority;
- (2) The qualifications, skill, and ability of the employees to perform the work available.

It is agreed that in circumstances where, factors set forth in 1 and 2 are relatively equal, between two (2) or more employees, then seniority shall govern.

15.05 Trial Period

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

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

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a lack of work.

16.02 Role of Seniority in Layoffs

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

Where senior qualified employees do not accept layoff, employees shall be laid off in the reverse order of their seniority, always provided that the remaining jobs shall

continue to be filled with qualified employees in accordance with the Child Care and Early Years Act.

16.03 Recall Procedures

Employees shall be recalled in order of their seniority.

16.04 No New Employees

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

16.05 Advance Notice of Layoff

Unless legislation is more favorable to the employee, the Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

16.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 17 - HOURS OF WORK

17.01 Regular Weekly Hours

The regular weekly hours shall be thirty-five (35) hours per week.

17.02 Lunch Break

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

17.03 Working Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

17.04 Paid Rest Periods

Employees shall be given two (2) paid rest periods of fifteen (15) minutes each, one in the first and one in the second half of their daily shift.

17.05 Programming Time

Consistent with Toronto Children's Services Funding Guidelines, which support quality programs with the allowance of staffing levels that meet the minimum requirement to maintain ratios, the parties agree to the following:

- a) All RECES shall receive programming time as part of their regularly scheduled hours of work. Each program will have a minimum of five (5) hours of programming time per week. This time can be used to do research, prepare and develop program plans, or to complete other work related to employees' job duties. Programming time will be scheduled in not less than on (1) hour (sixty (60) minute) blocks.
- b) If an employee has a special request with respect to program-related activities, the Employer may approve and provide any necessary time to do so outside of regular programming time.
- c) To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectations of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will provide enough computers to allow those scheduled for programming at the same time to access the computer. The Employer agrees to ensure wi-fi access for the Employer-provided computers. Under no circumstances will a bargaining unit Employee record any information, obtained while carrying out their duties, on their own computer, ipad or any other device or manner. Such recording shall only be made by using equipment supplied by the Employer.
- d) In the event that an Employee who is entitled to programming time is away from work for any reason, the program time will be assigned to another RECE in the program. If there is only one (1) RECE in the program, the program time will be assigned to the person replacing the staff if they are a regular RECE, otherwise, the employee will be assigned another time to complete their missed programming time.

If the employee who is entitled to programming time is away for five (5) or more days consecutively and the programming time is not assigned to another staff, the employee will be entitled to a maximum of five (5) hours of programming time before/after their time away. Where necessary, such hours will be assigned either before or after the RECE's regularly scheduled shift.

- 17.06 Where an employee is unable to report to work due to sickness or injury, they shall inform the centre by 9:00 pm if reasonably possible in order that arrangements can be made for a replacement. If the employee becomes ill during the night, they will notify

their supervisor by 6:00 am. In the event the illness or injury extends beyond the first day, the employee on each subsequent day shall notify the supervisor by 3 pm.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

All time worked in excess of thirty-five (35) hours per week or seven (7) hours per day shall be considered overtime.

18.02 Overtime Rate

Overtime work shall be paid for at the rate of time and one-half (1.5 %). All late fees will be collected by the employer.

18.03 Minimum Overtime

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

18.04 Time Off in Lieu of Overtime

Instead of cash payment of overtime, an employee may choose time off at the appropriate overtime rate (i.e., time and one-half at a time mutually agreed upon with the Employer.

Instead of overtime for lunch hour or on field trips, employees will be given one day (1) day in lieu, based on four (4) field trips or missed lunch hours. This applies only to Full day trips where lunch hour cannot be accommodated once staff return to the centre. The Supervisor will notify the employee at least 24 hours prior to the trip whether coverage for lunch and breaks will be provided upon return of the field trips. The Employer shall keep a record of overtime and post this record on the staff union board.

Employee's overtime bank shall be capped at 14 hours and 7 hours must be used in the next 30 days where possible.

18.05 Offering of Work/Hours

Work/hours that become available due to the short absences, such as vacation/sick/short term Leave of Absence will be offered to employees in order of greatest seniority (full-time and part-time). For clarity, it is understood that this process

is for short absences only, and does not in any way replace the requirement for the Employer to otherwise post jobs in accordance with this agreement.

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
Canada Day	Boxing Day
Family Day	

19.02 Compensation for Holidays on Saturday or Sunday

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

ARTICLE 20 - VACATIONS

20.01 Length of Vacation

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

After one (1) year	10 working days (4%)
After two (2) years	15 working days (6%)
After three (3) years	20 working days (8%)
After four (4) years	25 working days (10%)
After eight (8) years	30 working days (12%)

Part-time working days are based on the employees' average yearly hours of work.

20.02 Compensation for Holidays Falling Within Vacation Schedule

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

20.03 Vacation Pay on Termination

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

20.04 Preference in Vacations

Employees shall submit their vacation request on or before May 1st, for the upcoming vacation year. Where two (2) or more employees request the same vacation dates, seniority shall govern. Not more than one (1) employee in a room shall be allowed to take vacation at a time. Vacation request received after May 1st shall be dealt with on a first come first serve basis and seniority will not be considered. Where two (2) or more employees request the same vacation dates, seniority shall not be considered.

20.05 Vacation Schedules

Vacation schedules will be posted by June 15th showing the number of days of vacation credited to each employee.

20.06 Employees shall be permitted to take a maximum of three (3) consecutive weeks' vacation. During the school year only, employees shall be permitted to take a maximum of four (4) consecutive weeks of vacation for travel outside the country.

20.07 Approved Leave of Absence During Vacation

Where an employee with a medical certificate qualifies for sick leave, bereavement or any other approved leave during their period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

20.08 Maximum Annual Carry Over of Vacation

No employee shall carry over vacation from any previous year without the consent of the Employer.

Part time employees need to cash out their vacation pay at least once a year.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work due to illness or injury.

21.02 Amount of Paid Sick Leave

In the first year of employment upon completion of three (3) months employment the employee will be credited sick leave in accordance with the table below and the number of months remaining in the year in which the employee was hired (for example - an employee, hired in 2024, who completes three (3) months in March shall be credited with nine (9) sick days for that year).

Effective on January 1st of each of the following years:

2023	Part Time	10 days	Full Time	16 days
2024	Part Time	12 days	Full Time	17 days
2025	Part Time	14 days		
2026	Part Time	17 days		

Note: Where a Part Time Employee who is scheduled to work Full Time hours claims a sick day, the employee shall be paid for seven (7) hours per days for an accumulated maximum of four (4) days per calendar year. Any sick days claimed subsequent to the four (4) days shall be paid at the Part Time employee's regularly scheduled part time hours.

21.03

a) Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for future benefits to a maximum of thirty (30) days. There is no cash out of accumulated sick time. Sick time shall have no cash value.

b) The Employer shall enroll in a Supplemental Benefit plan with Service Canada which shall top up an employees' wages while on EI sick benefits by an amount of twenty five percent (25%).

21.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of a member of their immediate family (parent, child, husband, wife or common law

spouse) an employee shall be entitled, after notifying their supervisor, to use sick leave days for this purpose to a maximum of two (2) consecutive day. The Board may consider requests for exceptional cases in the illness of others than those mentioned above.

21.05 Mental Health and Personal Days

Each employee shall be allowed four (4) days annually as mental health days.

21.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out their duties due to illness.

21.07 Sick Leave During Layoff

When an employee is laid off in excess of two (2) months on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

21.08 Sick Leave Records

In January of each year the Employer will advise each employee in writing of the amount of unused sick leave credited to the employee.

21.09 Workers' Compensation Plan

The Employer agrees to participate in the Workers' Compensation Plan and to cover all employees under the Plan. An employee who is on Workers Compensation Leave shall retain their seniority rights and upon their return will be placed in at least their former position. If their former position no longer exists, they shall be placed in a position in their department of equal rank and value and at the same rate of pay.

21.10 Medical Forms or Certificates

The cost incurred in obtaining a medical certificate required by the Employer for an annual T.B. Test shall be paid by the Employer, upon receipt.

21.11 Benefits for Sick Leave

Employees are entitled to a medical leave of absence, with the understanding that the Employer has the right to request medical confirmation of the need for the medical

leave including a functional ability form. During the medical leave, the Employer shall also be entitled to request updated medical information every six (6) weeks. Employees will give the Employer as much written notice as possible of their need for medical leave, and will provide at least one (1) months' notice of their anticipated return date. Medical leave will be without pay, (except as provided for in Article 21.03) or loss of seniority.

Note: Employees on medical leave are entitled to all benefits pursuant to article 24.01.

21.12 Use of Sick Days for Appointments

Sick leave can be taken for the purpose of a medical examination or treatment by a physician, other professional services (such as chiropractor) or dentist. Employees requesting such time off for scheduled appointments shall submit their request in advance.

21.13 Deduction from Sick Leave Credits

In the event than an employee who is scheduled to work a seven (7) hour shift is absent as a result of illness or injury, or in the event an employee uses a sick day for any reason defined in Article 21, a full sick day will be deducted in the event the employee is away for a full day. If an employee is absent due to illness or injury for less than half of their shift, only half a day of sick leave will be deducted. An employee will have the right to use only half a sick day for appointments scheduled pursuant to Article 21.12 in the event that the employee returns to work half of their scheduled hours.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiating Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of one (1) person. It is understood that negotiations will normally take place after hours.

22.02 Grievance and Arbitration Pay Provisions

The aggrieved employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably spent in the processing of a grievance up to arbitration.

22.03 Leave of Absence for Union Functions

Upon two (2) weeks written notice to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay but with benefits. Such leave shall be limited to a total of twelve (12) working days per calendar year.

22.04 Paid Bereavement Leave

An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law-spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild. An employee shall be entitled to one (1) day leave for aunt, uncle, niece and nephew.

22.05 Maternity Leave and Adoption Leave

Maternity leave and adoption leave shall be granted as a right. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

22.06 a) The employee shall advise the Employer at least one (1) month in advance of the start of the anticipated leave. Maternity/Parental/Adoption leave shall cover a period up to one (1) year before and/or after the birth or adoption of a child. During this period, full seniority shall accumulate and premiums for all applicable benefits shall be paid by the Employer for the duration of the leave.

b) Upon request from an employee an extension up to a maximum of one (1) additional year shall be allowed.

22.07 The Employer shall enroll in a Supplemental Benefit plan with Service Canada which shall top up an employees' wages while on EI Pregnancy Leave and Parental Leave by an amount of twenty-five (25%).

22.08 When an employee decides to return to work, after maternity leave, she shall provide the Employer with at least one (1) months' notice. On return from maternity leave, the employee shall be placed at least in their former position. If the former position no longer exists, the employee shall be placed in a position in their department of equal rank and value at the same rate of pay.

22.09 Special Leave

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

Reason Annual Leave of Absence
Moving one's household One (1) day

22.10 Leave of Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall receive an immediate leave of absence in the event that a known or suspected case of German measles or any other disease or condition which would be harmful to pregnancy occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases-to exist-The Employer-shall-continue-to pay the employee's wages and benefits for a period of one (1) week. The employee will produce a doctor's certificate stating that the disease is harmful to pregnancy.

22.11 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court.

Time spent by an employee required to serve as a court witness, in any matter arising out of the employee's employment, or in service on a jury shall be considered as time worked at their appropriate rate of pay, up to a maximum of two (2) weeks. The Employer shall pay such employee the difference between their normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expense.

22.12 Education, and Professional Leaves

Employees have the right to take up to two (2) years unpaid leave of absence for the purpose of education, professional development, including up to one (1) year to acquire additional skills in a paid position which increases their experience. This leave will be without benefits.

22.13 Family Caregiver Leave (*ESA S.49.3*)

In addition to any provision of this agreement that may provide for a leave that might be used as Family Caregiver leave (such as Article 21.02), the following clause is applicable to all employees regardless of length of service and regardless of whether full-time, part-time or temporary:

- (a) Family caregiver leave will be granted to employees to care or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. Employees shall be granted up to 8 weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the *Employment Standards Act, 2000*.
- (b) An employee on family caregiver leave shall continue to accumulate seniority and service for all purposes.
- (c) An employee on family caregiver leave shall be reinstated to their former duties upon their return from leave.
- (d) The employee and employer shall continue to pay their respective shares of the benefits and pension premiums, and an employee shall continue to receive all benefits under Article 25.01 which the employee would otherwise be entitled to.

22.14 Critically Ill Child-Care leave (*ESA S. 49.4*)

In addition to any provision of this agreement that may provide for a leave that might be used as a leave to care for or support a critically ill child (such as Article 21.04), the following clause is applicable to all employees who have been employed for at least six (6) consecutive months.

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

22.15 Leaves Available under the *Employment Standards Act*

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

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

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay salaries every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary, hours, overtime and other supplementary pay and deductions. Pay cheques shall be available to employees by noon.

In the event the number of hours are incorrectly calculated the employee will receive a separate cheque during that pay period if that pay is two and half (2.5) hours or more short.

23.02 Equal Pay for Work of Equal Value

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

23.03 Performing Duties of a Higher Rated Position or Designate/In Charge Duties

- (a) Whenever an employee is offered and accepts to work in a higher rated Bargaining Unit Classification, they shall be paid the minimum of the hourly rate for the position of the higher classification for all time worked performing the work.
- (b) Duties of Director
An employee assigned (through a provision of this Collective Agreement) to carry out the duties of the Director will be paid an amount equal to twenty dollars (\$20.00) per day, or the amount set out in paragraph (a) above, whichever is greater. Office hours are required when the Director is not on site for the whole day.

- (c) **Rate of Pay for the Designate/In Charge**
The parties agree that within ninety (90) calendar days of ratification, Employer will provide the Union an established outline of the qualifications and skills need for an Employee to be considered for designate in charge. This shall be done in good faith based on current requirements. The outline shall be posted for five (5) days on the Union board, so employees can express their interest in being considered. The Employer shall interview and place any employee who meets the requirements on a roster for each site.

Where the Executive Director is absent, the Employer shall notify the most senior person on the site roster that they are in charge. The designate shall remain in their room and continue to perform their normal duties. The Employee who accepts this role will be paid an extra three (3) dollars per hour while acting as the in-charge person. In the event that an employee no longer wishes to act in this role, she will provide two (2) weeks' notice, and be removed from the roster.

23.04 Pay on Transfer - Lower Rated Job

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

23.05 Vacation Pay

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

23.06 Professional Development

- a) An employee shall be entitled to up to three (3) paid days leave of absence per year for professional development subject to the Employer's prior approval. The Employer shall pay all reasonable costs, up to five hundred dollars (\$500.00) of attending workshops, conferences, etc., provided only, that such expenditure receive the approval of the Board prior to incurring the expenses.
- i. participating in courses/workshops that promote their career or professional skills
 - ii. upgrading their qualifications

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

If a workshop/course is scheduled outside of the normal working hours, the employee will be paid for such time attending the course. The time spent will be counted toward the three (3) days.

- b) It is the responsibility of each employee to attend at least eighty percent (80%) of all staff meetings held in each calendar year and to attend at least two (2) workshops, conferences etc. per calendar year. Employees shall be required to share briefly any knowledge or information gained through staff development with their fellow coworkers at staff meetings.

- 23.07 The Employer shall pay for courses/workshops up to a maximum of five hundred dollars (\$500.00) per calendar year for each bargaining unit member. Included in this cost will be registration fees and costs associated with attending the courses/workshops (such as parking) if any.

Upon successful completion of any course which leads to an Early Childhood Education Degree or Diploma, the Employer will reimburse the employee for the cost of the course up to a maximum of two hundred dollars (\$200.00) per year, per employee.

- 23.08 Any employee who is requested to use their personal vehicle for job related duties shall be reimbursed at a rate of sixty-one (.61) cents per kilometer.

ARTICLE 24 - EMPLOYEE BENEFIT PLANS

- 24.01 After three (3) months of employment, full time employees will be eligible for the Extended Health Care Plan, which will provide a dental plan/drug plan, LTD, extended paraprofessionals and \$250 every two years for glasses with the Employer paying one hundred percent (100%) of the cost of the premium.

When a full-time employee's hours are reduced to part-time hours, due to low enrollment, the Employer will continue to pay 100 % of the Health Benefits premium for a period of up to eight (8) months.

Note: Employees will receive full benefits until retirement in accordance with the benefit plan.

Effective on January 01, 2024 Part Time Employees shall receive the following benefit allowance:

- 1) Payment shall be made in two (2) installments per year. One (1) on or before Jun 30th and one (1) on or before December 31st. It is understood that each payment is prorated and paid according to active employment. For clarification: If an employee

is unable to work for a period of thirty (30) consecutive days the equivalent of one (1) months pay shall be deducted from their benefit allowance for each period of thirty (30) consecutive days the employee is absent.

2) Payments shall be as follows:

Years of service on January 1 st	Allowance per year	
	Single	Family
One (1) year to less than five (5) years	\$500	\$750
Five (5) years to less than ten (10) years	\$750	\$1000
More than ten (10) years	\$1250	\$1500

24.02

MULTI-SECTOR PENSION PLAN
REQUIRED COLLECTIVE AGREEMENT LANGUAGE (2012)

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

1.

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

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

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

2. Commencing ___ January 1st 2016 _____ each Eligible Employee shall contribute for each pay period
An amount equal to __1__% of Applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to __3__% of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

¹Not to exceed 500 hours.

If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) **To be Provided at Plan Commencement**

date of hire;

date of birth;

social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);

gender.

(b) **To be Provided with each Remittance**

name;

social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

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

(c) **To be Provided Initially and as Status Changes**

full address;

termination date where applicable (MM/DD/YY)

marital status, and any change to marital status;

date of death (if applicable)

24.03 EMPLOYEES WELLNESS

Effective January 1, 2014, The Employer will provide a two-hundred-dollar (200) wellness/recognition bonus on the tenth (10th), fifteenth (15), and twentieth (20) and twenty-fifth (25) anniversary of each employee.

ARTICLE 25 - HEALTH AND SAFETY

25.01 Cooperation on Safety

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

25.02 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 the employee believes 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 and Safety Committee and satisfactorily settled.

25.03 Right to Monitor and Inspect

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

25.04 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at 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.

25.05 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.

25.06 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and Step 2 of the grievance procedure may be bypassed.

ARTICLE 26 - JOB SECURITY

26.01 Restrictions on Contracting-Out

The Employer agrees that it will not contract out work, to any other plant, person, company or non-unit employee.

26.02 The employer agrees that no one enrolled in "Ontario Works" shall be employed at the Child Care Centre taking a position away from full or part-time employees.

ARTICLE-27 - CHILD/ADULT RATIO

27.01 The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not exceed the minimum established by the Ontario Child Care & Early Years Act, Revised Statutes of Ontario, 1980, Chapter 111, as amended from time to time.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Bulletin Boards

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

28.02 Letter of Reference

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

b) Letter of Employment

An employee who has to provide a letter of employment to a bank, or for any other reason, shall give the Employer two (2) working days' notice prior to the date the letter is needed.

28.03 Transfer of Employees

If it is necessary for an employee to be transferred to work with a different group of children, this shall be done in consultation with the employee and based on seniority. If no employee agrees to be transferred the employer will transfer the least senior person in that classification.

28.04 Employees shall wear their name tags whenever on duty.

28.05 First Aid CPR

The Employer will cover the cost of First Aid and CPR which is required by the Child and Family Years Act and staff will be given lieu time for the time spent participating in the workshop. The employer will organize the training and provide the space.

28.06 Vulnerable Sector Check

The Employer will be limited to requiring vulnerable sector police checks that are required by the Child and Family Years Act 2014. The Employee shall incur all costs related to any police checks an employee may be required to obtain.

28.07 College of Early Childhood Educators

Should an employee be denied a license or be suspended by the College of ECE for a period of up to one (1) year the employee shall be placed on unpaid leave of absence, and the employees' position will be posted and filled as a temporary contract. If the

employee is reinstated by the College during that one (1) year period, the employee shall give the Employer four (4) weeks' notice to be returned to their former position, or equivalent, upon such reinstatement. Seniority shall not accumulate during the time the employee is on leave.

The Employer recognizes the value and importance of the designation "Registered Early Childhood Educator" and respects the code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educator. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics a Standards of Practice.

ARTICLE 29 – GENERAL

29.01 Gender

This agreement shall be edited to use Gender-Neutral terms. (they/them)

29.02 Board Meetings

At least one (1) employee shall be entitled to attend Board meetings with voice but no vote.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31, in any year that it desires its termination or amendment.

30.02 Changes in Agreement

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

SCHEDULE 'A'

The parties have agreed to a five percent (5%) wage increase effective January 1st, 2023, five percent (5%) effective 1st 2024, five percent (5%) effective January 1st, 2025 and five percent (5%) effective January 1st, 2026 across the board for all classifications.

All grants shall be rolled into wages, as Full Day Learning will change the funding schedule.

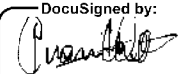
The Employer agrees to continue to apply for Provincial Wage Enhancement funds and any other government funding that are available during the term of the Collective Agreement.

DATED 1/8/2024

For the Employer

For the Union

DocuSigned by:
Shanika Richards
 84988956ABEF400...

DocuSigned by:

 A9AF8D10F579498...

DocuSigned by:
Channon Mcleish
 844A6ED4E5B0454...

DocuSigned by:
Tammy Blair
 F238296FC3A8405...

**Highview Wilson Childcare Centre
 Schedule A**

2023			
5% Increase			
Position/Level	Step 1	Step 2	Step 3
Assistant Director	\$ 34.47	\$ 36.54	\$ 38.72
RECE Full Time	\$ 26.69	\$ 28.27	\$ 29.89
RECE Part Time	\$ 23.86	\$ 25.28	\$ 27.05
Non ECE Full Time	\$ 23.73	\$ 24.41	\$ 25.13
Non ECE Part Time	\$ 21.19	\$ 21.78	\$ 22.40
RECE Supply	\$ 20.46	\$ 20.78	
Non ECE Supply	\$ 17.91	\$ 18.43	

2024			
5% Increase			
Position/Level	Step 1	Step 2	Step 3
Assistant Director	\$ 36.20	\$ 38.37	\$ 40.66
RECE Full Time	\$ 28.03	\$ 29.69	\$ 31.38
RECE Part Time	\$ 25.05	\$ 26.54	\$ 28.40
Non ECE Full Time	\$ 24.92	\$ 25.63	\$ 26.38
Non ECE Part Time	\$ 22.25	\$ 22.87	\$ 23.52
RECE Supply	\$ 21.48	\$ 21.82	
Non ECE Supply	\$ 18.80	\$ 19.35	

2025			
5% Increase			
Position/Level	Step 1	Step 2	Step 3
Assistant Director	\$ 38.00	\$ 40.29	\$ 42.69
RECE Full Time	\$ 29.43	\$ 31.17	\$ 32.95
RECE Part Time	\$ 26.31	\$ 27.87	\$ 29.82
Non ECE Full Time	\$ 26.17	\$ 26.91	\$ 27.70
Non ECE Part Time	\$ 23.37	\$ 24.01	\$ 24.69
RECE Supply	\$ 22.55	\$ 22.91	
Non ECE Supply	\$ 19.74	\$ 20.32	

2026			
5% Increase			
Position/Level	Step 1	Step 2	Step 3
Assistant Director	\$ 39.91	\$ 42.30	\$ 44.83
RECE Full Time	\$ 30.90	\$ 32.73	\$ 34.60
RECE Part Time	\$ 27.62	\$ 29.26	\$ 31.31
Non ECE Full Time	\$ 27.47	\$ 28.26	\$ 29.09
Non ECE Part Time	\$ 24.53	\$ 25.21	\$ 25.93
RECE Supply	\$ 23.68	\$ 24.06	
Non ECE Supply	\$ 20.73	\$ 21.34	

All wages include any government grants. Highview Wilson has reached their pay equity targets.

DATED 1/8/2024

For the Employer

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For the Union

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Channon Mcleish
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Tammy Blair
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LETTER OF UNDERSTANDING #1

Between

HIGHVIEW WILSON DAYCARE

and

CUPE and Its LOCAL 2484-18

Employment Equity

The Employer and the Union agree to co-operate in developing, implementing and monitoring an Employment Equity Program covering employees of the Centre. All components of the program will be jointly developed between the Employer and the Union.

The intent of the program is to identify and implement plans to remove any barriers that may exist, and to develop a plan to correct any barriers that create disadvantages for persons from the groups set out below in accessing employment or any rights under the Collective Agreement. This will include the identification of unintentional systemic barriers.

The designated groups will include: Aboriginal/Indigenous people, Radicalized people, LGBTQ and Transgender persons, Persons with disabilities and Women.

DATED 1/8/2024

For the Employer

For the Union

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LETTER OF UNDERSTANDING #2

Between

HIGHVIEW WILSON DAYCARE

and

CUPE and Its LOCAL 2484-18

Sub Plan: Sick Leave

HIGHVIEW WILSON DAYCARE SUPPLEMENTAL BENEFIT PLAN

RE: SICK LEAVE

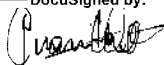
1. The following group of employees is/are covered by the plan: All Full Time and Part Time permanent employees with one (1) year service.
2. The plan will supplement EI benefits for periods of unemployment caused by illness.
3. Verification that the employees have applied and are in receipt of EI benefits will be made before SUB payments are made.
4. The SUB plan is payable at ninety-five percent (95%) of the employees normal weekly earnings while the employee is serving the two (2) week EI waiting period.
5. The SUB plan shall be topped up to a maximum of twenty-five percent (25%) of the employees qualifying employee's normal weeks earnings. In no case shall the weekly sub plan payment plus the gross amount of the EI benefit payment exceed ninety-five percent (95%) of the employee's normal weekly earnings.
6. The SUB benefit will be paid for twenty-six (26) weeks.
7. The plan shall commence on January 1st 2016.
8. Service Canada-SUB Program will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.
9. The plan will be financed by the Employers general revenues.
10. A separate record of all the SUB payments will be kept.

1/8/2024

DATED _____

For the Employer

For the Union

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LETTER OF UNDERSTANDING #3

Between

HIGHVIEW WILSON DAYCARE

and

CUPE and Its LOCAL 2484-18

Sub Plan: Pregnancy/Parental Leave

HIGHVIEW WILSON DAYCARE SUPPLEMENTAL BENEFIT PLAN

RE: PREGNANCY/PARENTAL LEAVE

1. The following group of employees is/are covered by the plan: All Full Time and Part Time permanent employees with one (1) year service.
2. The plan will supplement EI benefits for periods of unemployment caused by pregnancy or parental leave. Verification that the employees have applied and are in receipt of EI benefits will be made before SUB payments are made.
3. The SUB plan is payable at ninety-five percent (95%) of the employees normal weekly earnings while the employee is serving the two (2) week EI waiting period.
4. The SUB plan shall be topped up to a maximum of twenty-five percent (25%) of the employees qualifying employee's normal weeks earnings. In no case shall the weekly sub plan payment plus the gross amount of the EI benefit payment exceed ninety-five percent (95%) of the employee's normal weekly earnings.
5. The SUB benefit will be paid for twenty-six (26) weeks.
6. The plan shall commence on January 1st, 2016.
7. Service Canada-SUB Program will be informed in writing of any change to the plan within thirty (30) days of the effective date of the change.
8. The plan will be financed by the Employers general revenues.
9. A separate record of all the SUB payments will be kept.

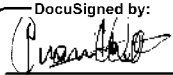
1/8/2024

DATED _____

For the Employer

For the Union

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LETTER OF UNDERSTANDING #4

Between

HIGHVIEW WILSON DAYCARE

and

CUPE and Its LOCAL 2484-18

Communities of Practice

The parties agree to have discussions during the term of this Collective Agreement to explore methods in which a conversation around communities of interest in the workplace can be developed.

It is understood that no changes in working conditions related to these discussions will occur without the agreement of both parties.

DATED 1/8/2024

For the Employer

For the Union

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Channon Mcleish
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