

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**ORDE STREET DAY CARE CENTRE**

**(HEREINAFTER CALLED THE "EMPLOYER")**

**- AND -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2484-09**

**(HEREINAFTER CALLED THE "UNION")**

**JANUARY 1, 2022 TO DECEMBER 31, 2024**

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## **ARTICLE 1 – PREAMBLE**

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

To maintain and improve harmonious relations and settled conditions of employment between the Centre and the Union;

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;

To promote the morale, well being and security of all employees in the bargaining unit of the Union;

To maintain a high standard of care for children and promote their intellectual, physical, social and emotional development;

To encourage and promote co-operation and mutual support between daycare workers, the Centre and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for daycare generally;

To encourage and promote the development of accessible, affordable quality daycare.

1.02 **Daycare Philosophy**

The parties agree to follow, abide by and promote the Daycare's Program Statement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right to manage and conduct the business of the Centre is vested exclusively with the Centre and its administration and shall be exercised by the Centre as it in its sole discretion sees fit.

Without limiting the generality of the foregoing and subject to the provisions of this Agreement, the foregoing rights shall include:

The right to hire, lay-off, transfer, classify, assign duties or classes, promote, discharge, demote or discipline employees provided that a claim that a seniority employee has been discharged, demoted, or disciplined without just cause, may be the subject of a grievance;

The right to make, alter and enforce reasonable rules and regulations;

The right to select employees for positions excluded from the bargaining unit;

The right to determine the services to be provided and to alter, eliminate, establish or change services and objectives; and to determine the load of a given employee's assignment;

The right to maintain efficiency and order, and to establish competency standards and evaluation procedures, and to determine the competency and qualifications of employees to perform the work assigned to them as outlined in this Agreement;

The right to effect changes in methods, operations, facilities, systems and equipment;

The right to determine the work to be done and to determine the materials and supplies to be used, and to contract for the purpose of any and all materials and supplies; and

The right to determine the schedule of hours of the Centre and the employee, and to assign hours of work to employees within such schedule.

- 2.02 It is agreed that the Centre shall not exercise the rights as specified in Article 2.01 in a manner inconsistent with the express terms of this Collective Agreement or for reasons that are mala fides or in bad faith.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Centre recognizes the Union as the sole and exclusive collective bargaining agent for all full-time employees save and except those who exercise managerial functions as defined by the Ontario Labour Relations Board.

- 3.02 Persons not in the bargaining unit shall not perform the work of the members of the bargaining unit except under the following circumstances:

- i) To provide short term relief of absent staff, when other members are unavailable;
- ii) To support the ratios if required during the summer swim program and staff breaks on trip days;
- iii) To cover shifts that have been posted but unfilled by the members.

It is agreed that the hours/work that becomes available based on the circumstances identified above, will first be offered to employees in the part-time bargaining unit (in accordance with the provisions of that Collective Agreement), before any other person is assigned the work, except in cases of an emergency.

#### **a) Casual Employees**

Casual employees shall be defined as any employee hired for a continuous period of less than one (1) month or on an irregular basis to replace absent staff. Casual employees shall not be governed by the terms of this Agreement.

b) Temporary Employees

Temporary employees are employees hired for a fixed period of continuous employment greater than one (1) month and not more than one (1) year, except when replacing a member of the bargaining unit on a Pregnancy Leave in which case the employee may be hired for a period of greater than one (1) year in order to cover the replaced member's vacation entitlement. 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 a pregnancy or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefits coverage as set out in Article 22 nor sick leave as set out in Article 18 nor leaves of absence under Article 19 except that they shall be eligible for bereavement leave under Article 19.04, nor would they be eligible for 17.01 vacation entitlement, above the Employment Standards Act, 19.15 professional development, 19.16 educational allowance, 19.18 license fees.

c) Full-time Employees

Full-time employees are employees other than casual or temporary employees who are regularly scheduled to work twenty (20) or more hours per week.

3.04 The Centre shall not make any agreement with any employee who is a member of the bargaining unit that conflicts with the express terms of this Agreement.

#### **ARTICLE 4 – NO DISCRIMINATION**

4.01 The Centre agrees that it shall not interfere with, restrain, coerce or discriminate against, employees and their lawful right to become and remain members of the Union and to participate in its activities.

4.02 It is agreed that neither the Union nor Union members shall engage in membership activity or carry out Union business on Centre time nor property other than as expressly provided elsewhere in this Agreement.

4.03 The Employer agrees that there will be no personal harassment allowed in the workplace, and that it will revise its existing Harassment Policy as necessary to comply with recent changes under the Ontario Occupational Health and Safety Act, and to include a withdrawal policy for parents and/or children who abuse or harass employees.

The Centre agrees that there will be no personal harassment allowed in the workplace in accordance with its Workplace Harassment and Workplace Violence Policies.

4.04 The parties agree to comply with the Ontario Human Rights Code.

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

### **5.01 Employees to be Members**

As a condition of employment, all employees in the bargaining unit shall remain good members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment, provided that the Centre shall not be required to discharge an employee who has been expelled or suspended from the membership of the Union, other than for engaging in unlawful activity against the Union.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

### **6.01 Check-off Payments**

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

### **6.02 Deductions**

Deductions shall be made from the payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifth (5th) 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 Receipt**

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

## **ARTICLE 7 – ACQUAINTING POTENTIAL EMPLOYEES**

### **7.01 Potential Employees**

The Centre agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Article 6 dealing with Union Membership and Check off of Union dues.

### **7.02 Interviewing Opportunity**

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 fifteen (15) minutes during the first (1st) 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 Centre

and the Union. Such interviewing time will be arranged at the mutual convenience of the employees and the Centre.

## **ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS**

8.01 The Centre acknowledges the right of the Union to appoint or otherwise select from amongst the members of the Union who are seniority employees of the Centre, a Union steward or stewards for the purpose of representing employees in the handling of grievances.

8.02 The Centre agrees to recognize one (1) steward for each fifteen (15) employees or major fraction thereof or in any event no less than one (1) steward and one (1) alternative steward.

Any or all of the Steward, a Cupe Staff Representative or a member of the CUPE Local 2484 Executive Board may assist an employee(s) in preparing and present their grievance in accordance with the grievance procedure.

8.03 The Centre shall be notified by the Union of the names of the stewards and any changes made thereto.

### **8.04 Bargaining Committee**

The Centre agrees to recognize a negotiating team appointed by the Union which shall consist of up to two (2) seniority employees who are members of the bargaining unit as well as a representative of the Canadian Union of Public Employees. Employees on the Bargaining Committee shall be compensated for all time involved in meetings outside of working hours with the Employer for the purposes of negotiating a collective agreement by equivalent lieu time off up to a maximum of eight (8) hours. Such lieu time shall be taken at a time to be mutually agreed between the Employee and the Centre.

8.05 In the event that notice for bargaining is given pursuant to this Agreement, or pursuant to Section 53 of the Labour Relations Act, the parties agree that a meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the notice to bargain has been given.

### **8.06 Information and Negotiations**

The Centre agrees to provide to the Union prior to commencing negotiations: a list of the members of the bargaining unit and the positions they hold, their seniority and the wages paid to each of them. The Centre also agrees to consider providing other information to the Union as may be requested by the Union prior to negotiations.

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## ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.01 It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing this sole and exclusive procedure to be utilized by an employee, the Union, or the Centre for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement.

9.02 The term "grievance" shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable. The parties to this Agreement agree that it is of the utmost importance to adjust grievances as quickly as possible.

9.03 An employee shall not have a grievance until the matter has been discussed with the Director and the Director has been given five (5) working days to resolve the dispute. The Centre shall be under no obligation to consider or process a grievance unless the issue has been discussed with the Director within seven (7) working days from the time the circumstances giving rise to the grievance were known or should have been known to the grievor.

9.04 If the Director does not resolve the dispute to the employee's satisfaction, the employee may present a written grievance to the Director, in accordance with the grievance procedure.

9.05 An employee's written grievance must be presented to the Director within five (5) work days from the day the Director gives their response pursuant to Article 9.03.

9.06 An employee's written grievance shall be presented as follows:

### Step No. 1

An employee's written grievance must be presented to the Director within five (5) working days from the day the Director gives their response pursuant to Article 9.03 but not thereafter. The written grievance shall set forth a brief outline of the facts giving rise to the grievance, the specific sections of the Agreement which are alleged to have been violated; the remedy sought, and shall be signed and dated by the grievor. The Director shall respond to the grievance in writing within five (5) working days following the presentation of the grievance and the Director's response shall terminate Step No. 1.

### Step No. 2

If the grievance is not settled at Step No. 1, the grievance must be processed to Step No. 2 within five (5) working days after the receipt of the Director's response, but not thereafter, by the Union presenting the grievance to the Director or other designate of the Centre. If the grievance is not presented to the Director or other designate within the five (5) working day period, then the response in Step No. 1

shall be final and binding on the parties to this Agreement and upon any grievor involved. Where the grievance is presented to the Director or other designate within the five (5) working day period, a meeting with the grievor, a Union official and a representative of the Centre will be arranged at a mutually agree-able time and location to discuss the grievance, which meeting shall take place within five (5) working days from the date the grievance is received by the Director or other designate. The Director or other designate shall respond to the grievance in writing within five (5) working days following the date of the Step No. 2 meeting and this response shall terminate Step No. 2. At the Step No.2 grievance meeting, the parties will share all documents and information which they plan to present or rely upon as evidence for arbitration. Should any further information or evidence become available after the Step No. 2 meeting to a party, it will be forwarded to the other party as quickly as possible.

### Step No. 3

If the grievance is not settled at Step No. 2, the party having carriage of the grievance shall request arbitration of the grievance by giving notice in writing to the other party within fifteen (15) calendar days after receipt of the Step 2 response, but not thereafter. If the request for arbitration is not given within that fifteen (15) calendar day period, the decision in Step No. 2 shall be final and binding on both parties to this Agreement, and upon any grievor involved. The request for Arbitration shall specify all of the outstanding issues of the written grievance to be dealt with by the Arbitrator, and the remedy sought. The party giving notice shall be bound by the same and shall be restricted at arbitration to the issues presented by the notice.

- 9.07 A grievance which has been referred to arbitration by a written notice to arbitration shall be heard by a sole arbitrator who shall be selected by mutual agreement between the parties, with the party electing arbitration shall submit the names of at least three (3) or more Arbitrators to the other party in the letter proceeding to arbitration. If the parties are not able to agree on the choice of an Arbitrator after twenty (20) days, the appointment shall be made by the Ministry of Labour upon the request of either party.
- 9.08 After the notice to arbitrate has been given, but before an arbitrator is contacted, either party may apply to the Office of Arbitration, Ministry of Labour, for the appointment of a grievance settlement officer to assist the parties in resolving their differences. In the event that a grievance settlement officer is requested, the referral to arbitration shall be delayed until after the grievance settlement officer has conducted a meeting of the parties. If the grievance settlement officer is unable to settle the dispute, then the appropriate arbitrator from the panel of arbitrators under this Agreement will be contacted.

### Grievance Arbitration

In the event the Office of Arbitration no longer appoints Grievance Settlement Officers, the parties may agree on an individual basis to engage the services of a Mediation Officer on mutually agreeable terms.

- 9.09 The arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for their decision and the findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any employees affected by it.
- 9.10 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify or amend any part of this Agreement, or imply any terms into this Agreement.
- 9.11 Each party to this Agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to this Agreement.
- 9.12 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the specified time periods, provided that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specified time limit in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.
- 9.13 The time limits set forth in this grievance procedure are mandatory and not directory.
- 9.14 A grievance, the subject of which has been disposed of pursuant to the grievance procedure, shall not be again made the subject matter of a grievance at any stage of the proceedings.
- 9.15 A Union policy grievance or a Centre grievance may be submitted to the Centre or the Union, as the case may be, at Step No. 2 of the grievance procedure, within ten (10) working days from the time that the circumstances giving rise to the grievance were known or should have been known to the Union or the Centre, and the grievance procedure shall apply, with any necessary modifications, to the Union policy grievance or the Centre's grievance, as the case may be. The provisions of this Article shall not be used by the Union to process a grievance directly affecting employees which grievance the employees could themselves institute and the regular procedure for an employee's grievance shall not be bypassed. The Union's policy grievance shall be signed by a representative of the Union. Where the Union or the Centre presents a grievance, the Union or the Centre shall be deemed to be the grievor for the purposes of this grievance procedure.

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**ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 10.01 The discharge of an employee, who has not completed their probationary period, hereinafter referred to as a “probationary employee”, shall be at the sole discretion of the Centre and may be for cause or for no cause.
- 10.02 A claim by a seniority employee that they have been discharged, suspended or disciplined without just cause, shall be treated as a grievance and shall commence at Step 2 of the grievance procedure, provided that a written grievance signed by the employee and a Union steward is presented to the Director within five (5) working days after the discharge, suspension or discipline.
- 10.03 An employee shall have the right to request their steward to be present at any formal meeting between the employee and representatives of the Centre discussing any matter which may result in discipline being given to the employee. It is understood that the role of the steward shall be to observe and advise the employee only. It is agreed that attendance at such meetings will not result in a loss of pay.
- 10.04 Twice per year or at any time an employee is disciplined, an employee shall have the right to access their personnel file in the presence of the Director or their designate. An employee desiring to review their personnel file shall give notice of at least twenty-four (24) hours in advance. In the event that an employee wishes to respond in writing to any document contained in their personnel file, the employee shall have the right to have their response also included in their personnel file. Under no circumstances is an employee to make any marks on documents or remove documents in their personnel file.
- 10.05 The Centre agrees to notify the Union whenever an employee is given a formal discipline involving suspension or discharge. The purpose of this Article 10.05 is to allow the Union adequate opportunity to provide advice to the employee with respect to their rights under this Collective Agreement.
- 10.06 **Discipline Record**
- The Employer has the right to take appropriate disciplinary action with respect to an employee which includes suspension without pay.
- Any unfavourable disciplinary records in an employee’s personnel file shall be removed after a period of eighteen (18) consecutive months’ discipline-free service.

**ARTICLE 11 – SENIORITY****11.01 Seniority Defined**

A newly hired employee shall be on probation for a period of one hundred and twenty (120) days worked from the most recent date of hiring or seven (7) calendar months, whichever is reached first, provided the employee has not taken leave(s) totaling more than ten (10) working days. After three (3) months/sixty (60) days

worked 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.

11.02 An employee who has completed their probationary period without having had their employment terminated shall have their seniority date backdated to their original date of hire.

11.03 Seniority is the length of uninterrupted service an employee has with the Centre. The fundamental rules of seniority are designed to give employees an equitable measure of security.

11.04 **Loss of Seniority**

A seniority employee shall lose their seniority standing and employment and their name shall be removed from the seniority list for any of the following reasons:

- a) If the employee voluntarily quits their employment with the Centre;
- b) If the employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
- c) If the employee overstays a permitted leave of absence from the Centre, unless the employee furnishes a satisfactory reason to the Centre;
- d) If the employee is absent from their duties for two (2) or more consecutive days without a satisfactory reason or is absent from their duties for four (4) days or more non-consecutively within a sixty (60) day period without furnishing a satisfactory reason to the Centre;
- e) If, after the Employee has exhausted all appeals, the Employee's RECE standing is revoked permanently by the College of Early Childhood Educators.

## **ARTICLE 12 – PROMOTIONS AND STAFF CHANGES**

12.01 "Permanent Vacancy" as used in this Agreement shall be deemed to mean a vacancy which the Centre desires to fill and which arises as a result of:

- a) The death, discharge, retirement or quit of an employee;
- b) The creation of a new bargaining unit job by the Centre.

12.02 The Centre agrees to post all permanent vacancies and all temporary vacancies which shall last for six (6) months or longer within the bargaining unit for a period of at least five (5) days. In the event that no qualified applicants within the bargaining unit apply during such five (5) day period, the Centre shall be able to fill the permanent vacancy as it sees fit.

**12.03 Information in Postings**

The postings as referred to in Article 12.02 shall contain the following information: The nature of the position, qualifications, required knowledge and education, skills, and the salary rate or range.

**12.04 Both parties recognize:**

- a) The principle of promotion within the service of the Centre;
- b) That job opportunities should increase in proportion to length of service;
- c) Qualifications are the overriding consideration.

Therefore, in all cases of filling permanent job vacancies or temporary positions which will last for one (1) year or more (except those in respect of positions excluded from the bargaining unit), and in all cases of increases to the working force, the following factors shall be considered:

- a) Length of continued service;
- b) Qualifications, skills, education and reliability.

Where the qualifications in factor b) are relatively equal between two (2) or more candidates, factor a) shall govern.

**12.05 Trial Period**

The successful candidate shall be placed on trial for a period of ninety (90) days of active employment. Conditional on satisfactory service, the employee shall be declared permanent after the period of ninety (90) days. 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 re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

**12.06 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.

**12.07 Union Preference**

Outside applications for any advertised vacancy within the bargaining unit shall not be considered until such time as applications of present members of the full-time bargaining unit have been considered, interviewed and the outcome of the application communicated to the employee(s).

**12.08 Seniority List**

The Centre 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 Centre in January of each year.

**12.09** Where extra hours are regularly available the Employer will offer said hours to any employee who does not work a full forty (40) hours work week in order of seniority. "Regularly available" is defined as at least two (2) hours per day for an anticipated period of at least two (2) weeks. Where extra hours, including replacement for staff on short term paid leaves, are available the Centre will offer said hours to any employee who does not work a forty (40) hour work week in order of seniority, based on the principle of maintaining consistency within each program, for example;

Not more than two (2) staff changes per program,

Not more than 2 programs affected.

**ARTICLE 13 – LAYOFFS AND RECALLS****13.01 Definition of a Lay-off**

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

**13.02 Role of Seniority in Lay-Offs**

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

Where senior employees do not accept lay-off, 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 Early Years and Child Care Act, 2014.

Full-time employees shall have precedence over part-time employees in a case of layoff.

Non-bargaining unit employees, excluding any management positions other than the Assistant Supervisor position, shall be laid off prior to any reduction in hours to bargaining unit employees.

**13.03 Recall Procedures**

Employees shall be recalled in order of their seniority except where a senior employee opts not to accept a recall or is not qualified in accordance with Child Care and Early Years Act for the position available. Employees will retain recall rights from the date of their most recent lay off for a period of eighteen (18) months.

**13.04 No New Employees**

New employees shall not be hired unless all employees on lay-off qualified for the position have been offered recall.

**13.05 Advance Notice of Lay-Off**

Unless legislation is more favourable to the employee, the Centre shall notify employees who are to be laid off fifteen (15) days prior to the effective date of the lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

**13.06 Severance**

In the event that the Centre must terminate employment due to shortage of work and or closure of the centre, the Centre agrees to provide notice or pay in lieu of notice of termination or combination of both (at the centre's option) based on the employee's length of service as follows:

| <b>Period of Completed Employment</b>                    | <b>Notice or Pay in Lieu of Notice</b> |
|--|--|
| More than three (3) months, but less than one (1) year   | Two (2) weeks                          |
| More than one (1) year, but less than three (3) years    | Three (3) weeks                        |
| More than three (3) years, but less than four (4) years  | Four (4) weeks                         |
| More than four (4) years, but less than five (5) years   | Five (5) weeks                         |
| More than five (5) years, but less than six (6) years    | Six (6) weeks                          |
| More than six (6) years, but less than seven (7) years   | Seven (7) weeks                        |
| More than seven (7) years, but less than eight (8) years | Eight (8) weeks                        |
| Over eight (8) years                                     | Nine (9) weeks                         |

13.07 The Centre will give the Union at least two (2) months' notice of any lay-offs or transfers as part of any reorganization arising from the implementation of Full Day Learning including plans to act as a third (3<sup>rd</sup>) party provider.

**ARTICLE 14 – HOURS OF WORK****14.01 Regular Weekly Hours**

Regular weekly hours shall be forty (40) hours per week.

14.02 a) There shall be a one (1) hour paid lunch break every working day. Employees may be required to remain on the premises during the lunch break should the child/staff ratio fall below the minimum required in the Act. In all instances, the child/staff ratios are maintained. Should there be lunch hour duty, the Centre will distribute it as equitably as possible. Should an employee be required to work the lunch period while on a field trip, such employee shall be

permitted to either take the lunch break when they return to the Centre or leave early or take it as lieu time at a later date, providing, in all instances, the child/staff ratios are maintained.

For those staff who work less than forty (40) hours per week the paid break and lunch will be prorated at .20 per hour for every hour worked for the full-time members.

**b) Lunch Break during Half Day Leave**

Employees may request in writing to work half (1/2) days which is comprised of a four (4) hour shift against their holiday or discretionary bank. Staff who have been granted approval, and who are not required to cover ratio and who normally begin their lunch break prior to completing their four (4) hour shift may request to keep a tally of time off and time worked that is calculated on their lieu sheet as direct time earned or owed; or they may request to work on program related activities in their respective program for the duration of their normally scheduled break. Float staff will be provided with alternate work for the duration of their normally scheduled break. Unionized coworkers shall not have their hours cut as a result of the above provisions.

- c) There will be a maximum of 10 staff meetings per year; staff meetings will be held at the beginning of the lunch hour; and they will be no longer than fifty (50) minutes in duration. Efforts will be made to streamline the agenda for more productive use of time during the staff meetings.

**14.03 Working Schedule**

- a) The hours and days of work of each employee shall be posted on a monthly basis in an appropriate place at least two (2) weeks in advance.
- b) Employees may trade shifts to cover staff absences in their own room/program, upon obtaining Centre approval that will not be unreasonably denied.
- c) Employees shall provide written notice in advance, at least one (1) day, of any shift trades to their supervisor.
- d) It is understood that the Centre's ability to adequately staff includes scheduling appropriate staff for shifts during morning drop-off and evening pick up to maintain consistency and parent familiarity with their caregivers. Where this requires the Centre to alter the working schedule of employees, it may do so without providing two (2) weeks advance notice of such change.
- e) Effective September 1, 2023:

When the Employer is required to make changes to any future scheduled shifts in the B and A programs, recognizing that the Employer is always seeking to limit the number of split shifts necessary:

- i. the highest number of working hours available in one week will be offered to staff members in order of highest seniority;
- ii. split shifts within any one week will be assigned to staff in order of least seniority; and
- iii. staff may be moved to different classrooms to accommodate the above.

#### 14.04 **Paid Rest Periods**

All employees shall be given a paid rest period of ten (10) minutes in the first and second half of their daily shift in an area made available by the Centre. If it is mutually agreed to between the parties, the two (2) rest periods may be combined.

It is understood when an employee is scheduled to work only a four (4) hour shift, they are entitled to a ten (10) minute paid break.

Employees that require programming time off site must have prior consent from the Supervisor.

### **ARTICLE 15 – OVERTIME**

#### 15.01 **Overtime**

Overtime is defined as any time worked over forty (40) hours per week. Employees requested to work more than forty (40) hours per week shall be compensated at a rate of time and one half in equivalent lieu time off. All such overtime shall be requested or approved by the Centre. Such lieu time shall be taken at a time to be mutually agreed between the Employee and the Centre any time within the same calendar year as long as a total of only one (1) employee is absent from the room. The Centre agrees that it shall not unreasonably refuse requests for such lieu time. This provision shall only apply from the date of ratification of this collective agreement onward.

If lieu time days have not been booked by December 1, then remaining lieu time will be paid out on the last pay in December.

Lieu time requests made in advance will be granted on the same basis as vacation days are granted under Article 17.04. Same-day Lieu time requests will be granted on the basis of the operational needs. All lieu time requests and approvals will be properly documented.

#### 15.02 **Minimum Overtime**

The Centre shall keep overtime to a minimum. No employee shall be required to work overtime against their wishes when other employees or mutually acceptable replacements are available to perform the required work.

#### 15.03 Any time missed from work due to lateness will be deducted from the Employee's lieu time.

**15.04 Meetings Outside Normal Hours**

Employees shall not be required to attend committee or board meetings outside their regular working hours.

**ARTICLE 16 – HOLIDAYS****16.01 Paid Holidays**

The Centre recognizes the following as paid holidays:

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

and any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.

In addition to the days as specified above, the Centre shall also provide a one-half day paid holiday for Easter Monday. It is understood that the Centre must be able to staff for this day depending upon the number of children who will be attending. The Centre agrees to accommodate requests from employees as to either morning or afternoon coverage. In addition, the Centre will continue its practice of allowing employees to "trade off". In the event that because of staffing requirements, all staff are not able to be given one-half day either morning or afternoon on Easter Monday, such staff shall be given another half day off as set out in Article 16.03.

In order to be eligible for holiday pay pursuant to this Article 16.01, the employee must work the last full scheduled day immediately before the holiday and the first full scheduled day immediately after the holiday unless the employee is absent on such day or days with pay under the provisions of this Agreement.

In the event the Centre closes early on either Christmas Eve (December 24<sup>th</sup>) or New Years Eve (December 31<sup>st</sup>), employees shall be assigned the same number of hours of work on such day.

**16.02** When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, or set by the Toronto District School Board, one (1) other day mutually agreed upon by the Union and the Centre, shall be deemed to be the holiday for the purpose of this Agreement.

**16.03 Pay for Regularly Scheduled Work on a Holiday**

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

## **ARTICLE 17 – VACATION**

### **17.01 Length of Vacation**

A seniority employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

Employees with up to one (1) full year of continuous service will receive three (3) weeks vacation with pay;

Employees with more than one (1) full year but less than five (5) full years of continuous service will receive four (4) weeks of vacation with pay;

Employees with more than five (5) years of continuous service will receive five (5) weeks of vacation with pay.

The pay for each week of vacation as set out above shall be the regular wages the employee would have received for a regular non-overtime work week. Where an employee has an unpaid leave of absence, in accordance with Article 19.12, the vacation entitlement and pay as determined in this Article shall be prorated.

### **17.02 Compensation for Holidays**

Falling Within Vacation Schedule

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

### **17.03 Vacation Pay on Termination**

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prorated on the basis of the number of full months worked in the year, by the later of seven (7) days of termination and the day that would have been the employee's next pay day.

### **17.04 Vacation**

Orde Site

Subject to the Centre's ability to adequately staff, the bargaining unit employees at the Orde Site will have the right to vacation, discretionary and professional development and moving days on the following basis:

- Fifty percent (50%) of the bargaining unit employees in the Preschool and Full Day Learning programs (combined) may be away at the same time, or in the event that there are three (3) or less bargaining unit employees working in these programs, it is agreed and understood that at least two (2) employees may be away at the same time. And among bargaining unit employees at any time;

- Only one (1) of the cooks, kitchen assistants and floats may be off at any one (1) time;
- Only one (1) of all other bargaining unit employees may be off in a room at any one (1) time;
- Fifty percent (50%) of the bargaining unit employees in the School Age program may be away at the same time;
- With a maximum of four (4) program staff in total be absent at one (1) time

#### Satellite Site

Subject to the Centre's ability to adequately staff, the bargaining unit employees at Satellite Site will have the right to vacation, discretionary and professional development and moving days on the following basis:

- And among bargaining unit employees at any one (1) time;
- Only one (1) of the cooks, kitchen assistants and floats may be off at any one (1) time;
- Only one (1) of all other bargaining unit employees may be off in a room at any one (1) time;
- The above limitations do not apply to leave other than those set out in this Article

It is understood that the Centre's ability to adequately staff includes scheduling appropriate staff to maintain consistency and parent familiarity with their caregivers for:

- Shifts during morning drop-off and evening pick up staff;
- The start of new programs; and
- Calendar changes of the school year.

Where this requires the Centre to alter the working schedule of employee(s), it may do so without providing two (2) weeks advance notice of such change.

Staff members whose religious holidays do not fall on statutory holidays may book vacation time to accommodate their religious observances.

Where there is a conflict for the selection of vacation, subject to priority for religious observance, seniority shall be the deciding factor. Requests for vacation time which are submitted on the same day will be assigned in order of seniority; otherwise time shall be assigned on a first come first served basis.

Once an employee has been given approval for vacation time, such approval will not be unreasonably withheld.

In cases where an employee is off on Maternity Leave, long term illness or extended Leave of Absence, the leave shall be one (1) for every five (5) employees.

Seniority employees who work less than thirty-five (35) hours per week shall be entitled to vacation in accordance with article 17.01, except that they shall be paid on the following basis:

If entitled to three (3) weeks of vacation, such employees will be paid vacation pay based on a twenty-four hour week and shall be paid vacation pay owing following the completion of the vacation year based on six percent (6%) of their wages during the first vacation year, inclusive of vacation pay paid;

If entitled to four (4) or five (5) weeks of vacation, such employees will be entitled to vacation pay during the vacation year of eight (8%) or ten (10%) percent respectively of their wages during the previous vacation year, including vacation pay.

For clarification, the employee will be paid vacation pay during the period that the employee is on vacation.

**17.05 Unbroken Vacation Period**

Each employee shall receive an unbroken period of vacation if the employee so chooses. Staff may request a maximum of eight (8) half (1/2) days per anniversary year from their holiday or discretionary bank.

**17.06** Where an employee qualifies for bereavement leave, or for sick leave as the result of sickness or injury during their vacation period such employee shall be entitled to vacation credits equal to the number of days actually used for sickness or injury, or to the bereavement days granted under Article 19.04 as the case may be, subject to appropriate documentation. Such extra vacation credits shall be taken at a time mutually agreed upon by the Centre and the employee.

**17.07** No employee shall carry over any vacation days earned from any previous year without the written consent of the Centre.

Employees may carry over any unused vacation to the end of the month of their anniversary. The Centre will consider requests to carry over vacation for special occasions.

**ARTICLE 18 – SICK LEAVE PROVISIONS**

**18.01** Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

**18.02 Amount of Paid Sick Leave**

For full-time employees, sick leave (18 days) shall be credited at the beginning of each calendar year, but earned at the rate of one and one half (1½) days for every month an employee is employed. Only regularly scheduled hours need to be compensated.

**18.03 Accumulation of Sick Leave**

- a) The unused portion of an employees' sick leave shall accrue for their future benefits up to a maximum of eighteen (18) days in each calendar year. Sick leave cannot be accumulated from year to year.
- b) The Centre agrees to participate in the Canada Employment and Immigration Supplementary Unemployment Benefit Plan (SUB) in respect of EI sickness benefits for a period of eighteen (18) weeks. The combined weekly total of unemployment insurance benefits, SUB payments and other earnings will equal eighty-five percent (85%) of the Employee's normal weekly earnings. To be eligible for participation in this SUB plan, an employee must be a seniority employee who has been actively working at the Centre for a minimum continuous period of eighteen (18) months before applying for the SUB benefit set out in Article 18.03. A medical certificate from a physician or nurse practitioner required to be submitted to the Employer prior to issuing any payment of the sub plan. This medical certificate will indicate that the employee is unable to perform their regular duties due to illness, and length of time required off work.

The employee must submit the first earnings received from EI and weekly thereafter. Payment of the SUB plan will be made in the normal payroll schedule.

Employees are required to submit postdated cheques for the continuation of LTD coverage during this time and pension plan contributions within 2 weeks of taking this leave. If cheques are not received LTD coverage will be suspended and pension contributions will cease. The employee must provide 2 weeks' notice if the return date for the leave changes.

During the two-week period, and notwithstanding any other provisions in this Collective Agreement or the Part-Time Collective Agreement with respect to the assignment of additional hours, the Employer will offer any hours available due to the staff short term absences of less than one month to the employee for which they are qualified. The Employee, at their sole discretion, can choose to use any accrued vacation or accumulated lieu to cover the two-week period.

On return from Medical Leave, the employee shall be placed in their former position. If the leave has been longer than six (6) months, or the former

position (classification and room) no longer exists, the Employee shall be placed in an equivalent position.

**18.04 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 (child, husband, wife, common-law spouse, father or mother), an employee shall be entitled, after notifying their supervisor, to use sick leave days for this purpose.

**18.05 Deductions from Sick Leave**

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

It is understood that employees covered by this collective agreement shall have the right to use six (6) sick days as set out in this Article 18 in each calendar year, as personal discretionary days, where enough sick days have been earned and not yet used (i.e. notwithstanding that all sick leave entitlement is granted at the beginning of the year, in order to be eligible for use as a discretionary day it must have been earned and not yet taken by the time the discretionary day is being taken). The centre shall approve such days in advance and such approval shall not be unreasonably denied. It is understood that personal discretion days shall not be used as an add-on to holidays or vacations as set out in this agreement and cannot be used more than two (2) days consecutively. Personal discretionary days can be requested ahead of actual accumulation but must be earned by the date taken.

**18.06 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 they were unable to carry out their duties due to illness. If an employee takes a sick leave on a Friday or a Monday or the day before or after a holiday, they may be required to provide a doctor's note. The above is only applicable should it occur three (3) times in a two (2) month period.

Such certificate from a medical practitioner shall indicate the prognosis, treatment, and length of time required off work. In the event an employee is absent from work due to illness for more than five (5) working days, the Centre may request a second medical practitioner's opinion from a medical practitioner selected by the Centre.

**18.07 Sick Leave During Lay-off**

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 but shall retain their cumulative credit, if any, existing at the time of such lay-off.

**18.08 Extension of Sick Leave**

An employee with more than one (1) year of service who has exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of ten (10) working days. This extension of sick leave can only be exercised once every three years and only after all accrued personal discretion days have been taken for the calendar year. This is an advance against sick credits to be earned in the next year and therefore if employment is terminated before the advance credits are earned, the employee agrees to provide written authorization to deduct any amounts owing with respect to such advance credits from any pay, vacation pay, termination pay or severance pay.

18.09 Upon request and at any time during the year, the Centre will advise each employee in writing of the amount of sick leave they have used and/or earned.

**18.10 Workers' Compensation Pay Supplement**

All employees shall be covered by the Workplace Safety and Insurance Act ("WSIA"). An employee prevented from performing their regular work with the Centre on account of an occupational accident that is covered by the WSIA shall receive from the Centre the difference between the amount payable by the WSIB and their last rate of pay for a period of two (2) weeks. The Centre shall indicate the amount received from the WSIB on the employee's Income Tax (T-4) form.

An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Centre.

18.11 Employees with ten (10) years of seniority will be entitled to one seniority day per year plus one (1) additional seniority day for each year after ten (10) years of seniority up to a maximum of five (5) days. Employees must arrange to use their seniority days with their site supervisors.

**18.12 Medical Leaves**

Employees will have the right to go on approved medical leave up to two (2) years and/or in accordance with the Ontario Human Rights Code. For clarity, such leave will be without loss of seniority or service and the employee will be entitled to continuation of benefits pursuant to Article 22.

**ARTICLE 19 – LEAVES OF ABSENCE****19.01 Negotiations Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Centre. This clause shall apply for a maximum of two (2) persons provided they do not work in the same program, and two (2) if the President of the Local is an employee of the Centre, in any event the Centre shall not be required to pay more than five (5) days.

**19.02 Leave of Absence for Union Functions**

Upon request to the Centre, a steward attending training or regular meetings or an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits, it being agreed and understood that the pay would be based on the hours the employee would otherwise be working in the event they worked on such days. Such leave shall not exceed a total of two (2) employees and only one (1) per room on any given day for a total of no more than twenty (20) total employee days per calendar year. The Union shall reimburse the Centre for the pay. The Union shall request such leave at least two (2) weeks prior to the date the leave is to commence.

**19.03 Leave of Absence for Full-time Union or Public Duties**

The Centre recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Centre shall allow leave of absence so that the employee may be a candidate in federal, provincial or municipal elections.

An employee who is elected to public office shall be allowed leave of absence without pay or benefits, but with no loss of seniority for one (1) year during their term(s) of office.

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay or benefits but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year without seniority, on request, during their term(s) of office.

**19.04 Paid Bereavement Leave**

An employee shall be granted up to three (3) 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, same-sex partner, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, former guardian, ward, fiancé(s) or any other relative who has been residing in the same household. One (1) day will be granted for Grand Parents in-law, and one (1) day for aunts/uncles up to a maximum of three (3) days in total over the course of the Employee's employment with the Centre. Where the burial occurs outside the province, such leave shall also include reasonable travelling time. Any days approved by the Centre in addition to the three (3) days shall be deducted from sick leave.

**19.05 Pregnancy Leave, Parental Leave and Adoption Leave**

Pregnancy, Parental and Adoption Leave as a Right:

Pregnancy, Parental and Adoption leave shall be granted as a right. The Centre shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

**19.06 Length of Pregnancy Leave**

Pregnancy Leave shall cover a period up to seventeen (17) weeks before and/or after the birth of a child.

Where an employee so requests, an additional leave of six (6) months without pay and without benefits shall be granted. The employee understands that for the purposes of staffing the Centre, if they request an additional six (6) months leave, it may not be possible for them to return earlier.

An employee must use all of their accrued vacation entitlement immediately prior to returning to work following a Pregnancy Leave.

**19.07 Parental Leave**

The Employee will inform the Centre at least one (1) month before the desired leave of absence, which may be before and/or after the birth. If the Employee has not taken a Pregnancy Leave, on request the Employee will supply a medical report confirming that their spouse/common-law partner is pregnant and indicating the anticipated date of delivery. Leave of absence without pay and with benefits shall be granted for a period not to exceed thirty-five (35) weeks or such longer period as may be required by the Employment Standards Act, 2000.

**19.08 Centre Payment of Employee**

During Pregnancy, Parental and Adoption Leave:

While on leave an employee shall retain their full employment status. During the period of Pregnancy, Parental or Adoption leave, the Centre shall continue to pay the benefits provided in Article 22 of this Collective Agreement and to match the Employer's pension contributions for the first six (6) months or such longer period as may be required by the Employment Standards Act, 2000. Pregnancy, Parental and Adoption leave shall be without pay.

The Centre agrees to participate in the Canada Employment and Immigration Commission Supplementary Unemployment Benefit Plan (SUB) for a period of twenty-four (24) weeks. Irrespective of the level of EI payments being received by the employee, the Employer will provide payment equal to twenty-five percent (25%) of the employee's normal weekly earnings. To be eligible for participation in this SUB plan, an employee must have been a seniority full time employee who has been continuously employed by the centre for a minimum period of one (1) year before applying for the SUB benefits as set out in this Article 19.08.

**19.09 Procedure upon Return from Pregnancy, Parental or Adoption Leave**

When an employee decides to return to work after Pregnancy, Parental or Adoption Leave, the Employee shall provide the Centre with at least eight (8) weeks' notice in writing. On return from Pregnancy, Parental or Adoption 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 an equivalent position.

**19.10 Paid Jury or Court Witness Duty Leave**

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

**19.11 Special Leave**

Upon completion of the probation period an employee shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

Reason Leave of Absence:

|                      |   |
|----------------------|---|
| Moving own household | One (1) day every two (2) years   |
| Religious Holidays   | Two (2) days for Religious purposes from allowable five (5) Professional Development Days |

Orde Day Care acknowledges and values the days of significance of different faiths, creeds and organizations. Religious days requiring absence from work for observance will be recognized as per the TDSB days of significance.

All Religious holidays will be accommodated in one (1) of the following ways:

- Two (2) paid days from the Profession Development Days
- Booked as vacation time as per Article 17.04
- Unpaid, if an employee so chooses

**19.12 Personal Leave**

An employee shall be granted leave of absence for up to one (1) year, without pay and without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and subject to approval by the Centre. Such approval shall not be unreasonably withheld.

During such leave granted under this Article seniority does not accrue. The accrual of vacation and sick time will be prorated, and will not be accrued during the period of the personal leave, with the understanding the vacation or sick time an employee has accrued up to the commencement of the leave will remain in the employee's bank if not taken in accordance with the terms of the Collective Agreement. Employees who wish to receive benefits coverage or contributions under Article 22, will have the right to do so if they remit payment to the Centre for such benefits.

**19.13 Family Medical Leave**

Employees will be entitled to a leave of absence of up to eight (8) weeks in a twenty-six (26) week period to provide care and support to the following specified family members: the Employee's child or the child of their spouse or common-law partner (child includes step child or foster child); the Employee's spouse or common-law partner; or the Employee's parent (parent includes, step parent, parent-in-law, foster parent or common-law partner of the Employee's parent) or any other individual that may be covered under the Employment Standards Act (Section 49.1). Common-law partner means a person who has been living in a conjugal relationship with that person for at least one year. Such leave will be without pay but without loss of seniority or benefits.

In order to qualify for a Family Medical Leave the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks. The Employee is required to provide that certificate as soon as possible. The Employee is responsible for obtaining and paying the costs (if any) of obtaining the certificate. The medical certificate must be completed and signed by a medical doctor or other medical practitioner authorized to treat the gravely ill family member.

**19.14 Family Caregiver Leave:**

In addition to any leave that may otherwise cover the leave to allow an employee to care for a family member with a serious medical condition, employees will be entitled to a leave of absence of up to eight (8) weeks per calendar year to support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. The eight (8) week period may be taken in days and not just full weeks.

A qualified medical practitioner can be a physician, registered nurse, or psychologist.

Specified family members are:

Employee's child or the child of their spouse or common-law partner (child includes step child, child of or foster child);

Employee's spouse or common-law partner (including same sex spouse/partner);

Employee's parent (parent includes, step parent, parent-in-law, foster parent or common-law partner of the Employee's parent);

Employee's grandparent or step grandparent or grandparent or step grandparent of the employee's spouse;

Employee's grandchild or step grandchild or the grandchild or step grandchild of the employee's spouse.

A spouse of a child of the employee;

A brother or sister of the employee;

A relative of the employee who is dependent on the employee for care or assistance.

For clarity, the specified family members do not have to live in Ontario.

Such leave will be without pay. Seniority and service will continue to accrue for all purposes. All benefits provided in the Collective Agreement will continue.

At the conclusion of the leave the employee will return to the position which they held prior to the leave if it still exists or a comparable position if it does not (with the understanding that the employee will be placed in a comparable position in accordance with the terms of the Collective Agreement).

#### 19.15 **Critically Ill Child Leave:**

In addition to any leave that may otherwise cover the leave to allow an employee to care for or support their critically ill child, an employee will be entitled to a leave of absence of up to thirty-seven (37) weeks within a fifty-two (52) week period.

The Employer will be entitled to ask an employee for a copy of a certificate providing proof that the employee is eligible for critically ill child leave, confirming the following:

- That the child is critically ill or has been critically injured (but without the illness or injury is);
- That the child requires the care or support of at least one (1) parent;
- The period during which the child requires the care or support.
- A qualified medical practitioner can be a physician, registered nurse, or psychologist.

The Employer will be entitled to request that the employee provide a written plan indicating the weeks in which the employee will take the leave with the understanding that the plan can be changed by the employee.

Such leave will be without pay. Seniority and service will continue to accrue for all purposes. All benefits provided in the Collective Agreement will continue.

At the conclusion of the leave the employee will return to the position which they held prior to the leave if it still exists or a comparable position if it does not (with the understanding that the employee will be placed in a comparable position in accordance with the terms of the Collective Agreement).

The Employer will advise an employee requesting such leave of the employee's right to apply for Employment Insurance special benefits for Parent of Critically Ill Children.

**19.16 Employment Standards Act Leaves:**

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

- 49.2 Organ donor leave
- 49.5 Crime-related child death or disappearance leave
- 49.7 Domestic or Sexual Violence Leave
- 50.1 Emergency leave, declared emergencies  
Reservist leave

For clarity, such leaves are in addition to any leaves otherwise provided for in the Collective Agreement.

**19.17 Leave for Pregnant Employee**

A pregnant employee can take an immediate sick leave if they feel ill. The Centre shall continue to pay the employee's benefits and the employee can take up to their regular eighteen (18) sick days.

**19.18 Professional Development**

- a) Subject to the discretion approval of the Director, Employees shall be permitted to take time off from work without loss of pay or benefits for the purpose of attending workshops related to daycare, writing examinations to upgrade their qualifications pertinent to present employment and parents' interviews. Such time shall be limited to a maximum of five (5) days per year. Workshop registration costs shall be paid by the Employer. For workshops taken outside normal working hours, the Employer shall pay the registration fees only, unless the Employer requires the employee to take that course at that time and up to 3 days fifteen (15) hours which will be banked at straight time. Banked time requires certificate of completion and/or proof of attendance. If the employee is unable to obtain a certificate or proof of attendance then a declaration will be sufficient.
- b) Current practice for scheduling time off will be applied.
- c) 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 lay-off or a leave of absence at the employees' discretion and the employee's 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 be returned to their former position, or equivalent, upon such reinstatement.

Upon giving the employer one month's written notice, an employee who loses their licence for issues not related to misconduct, mistreatment or abuse involving a child, shall be entitled to use their seniority to bump into a non-ECE position.

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

#### 19.19 **Educational Allowance**

After one (1) year of employment, the Centre shall reimburse up to three (3) employees per site fifty percent (50%) of the tuition fee of any course which the employee takes towards completion of the E.C.E. diploma or E.C.E. degree at a recognized Ontario College or University upon the successful completion of the course, to a maximum of one (1) course per semester per employee. Employees applying for the above benefit must provide notice in writing by June 1st and December 1st of each year. Should more than three (3) employees apply for this benefit each semester; the benefit will be provided in order of seniority. Employees who were not able to access this benefit will have priority for the next semester.

19.20 The Centre agrees to provide programming time on the basis of one and a half (1.5) hours per week of programming time to each full-time employee, recognizing that programming time is linked to each room, and not to individuals. Such time will be part of their regular work day, or overtime, where there is a mutual agreement to perform such programming work after regular hours. Where a member of the programming team is absent on the day(s) where they would receive their programming time, the person replacing the staff member will receive the allotted programming time.

Employees who work in School-age or JK/SK shall receive the same program time as listed above, but the employee may borrow two (2) hours from the scheduled summer programming time to be used in February and June to be used respectively for March Break and Summer Camp program planning. The "borrowed programming time will then be paid back in half-hour increments in each of the first four (4) weeks of July.

An employee who works as a single staff in a room shall receive an additional one and one half (1½) hours per week for programming time. Such time will be part of their regular day.

Programming for the coming week must be handed in by the earlier of:

- 24 hours after receiving the programming time; or
- 12:00 p.m. on the Friday preceding the implementation of the subject programming.

When a room receives multiple program times in one week, the program plan is due after the first program time received for the week.

Each program will receive fifteen (15) minutes of set up time reflected in the schedule.

The Employer shall reimburse employees within two weeks of their submitting receipts for the purchase of classroom materials. In order for this payment to be made on time, Employees must submit receipts to their supervisor at least five days before payroll is submitted.

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

Where the employee is the only "programming staff member" in the room, the Employer will:

- a) Provide the employee with a new programming time, where the employee returns within the week; or
- b) Have the replacement employee take the programming where the employee does not return within the week; or
- c) Make alternate arrangements to ensure adequate programming occurs where timing/logistics of absence(s) make it impossible to provide replacement programming time during that week.

19.22 **Equipment for Programming**

To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards 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 access to at least one Internet-connected computer to allow those scheduled for programming to access the computer. Employees will have the option of using their own computer/tablet to complete their programming. The Employer agrees to allow employees to access the established wi-fi network for their own devices, but makes no guarantee with respect to reliability.

19.23 **Policy Review**

The Employer will provide up to three (3) hours for each employee to review policies, which time will be scheduled by the Employer and will not necessarily be in one single block of time. All questions from employees will be collated and addressed at a separate staff meeting.

19.24 **First Aid Training**

The Employer will continue to arrange and pay for the full cost of "in house" training

of employees who are required by the Centre or the Ministry of Education to take, renew or upgrade Standard First Aid Training. In addition, if any such training takes place after working hours, the Centre will compensate the Employee by equivalent lieu time off for the first session of the training. In the event the training is scheduled for more than one (1) session after working hours, employees will not be compensated for such time.

#### 19.25 **Placement Students**

Employees may be required to supervise up to two (2) students per calendar year. There will be no more than one (1) student placement per room at one time.

Placement students who cease placement within the first week of the placement, or who do not start/attend at all will not be counted toward the above calculation.

Employees who are supervising a student shall receive a half (.5) hour paid time to complete student evaluation, not during the employee's regularly scheduled programming time.

### **ARTICLE 20 — PAYMENT OF WAGES AND ALLOWANCES**

#### 20.01 **Pay Days**

The Centre shall pay salaries by the end of the employee's shift bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions. Payment shall be made by direct deposit to the account of each employee bi-weekly.

#### 20.02 **Rate of Pay on Promotion or Reclassification**

An employee assigned, promoted, or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for the position for the time they perform that job.

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

20.03 When an employee is temporarily assigned to a position paying a lower rate for the convenience of the Centre, their rate shall not be reduced. When an employee is temporarily assigned to a position paying a lower rate at their request or in order to avoid a lay-off, the employee shall be paid the rate of the position to which they have been assigned.

#### 20.04 **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.

**20.05 Automobiles**

No employee shall be required to provide a car for the Centre's use.

**20.06 Paid Medical Leave**

An employee shall be allowed paid leave of absence in order to attend to medical examinations requested by the Centre. Such paid leave of absence shall include any costs incurred by reason of physician's fees that are not covered by benefit plans as provided for in the Collective Agreement.

**20.07 Licence Fees**

The Employer agrees to negotiate in good faith with the Union to cover the cost of licence fees for employees who are required to register with the College of ECE up to a maximum of one hundred sixty dollars (\$160) per employee annually. The Centre will not cover any late fee penalties incurred by the employee. If there is a lapse of proof of membership, the employee's salary will commensurate with a non-ECE rate as of the due date.

**ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION**

21.01 Where the Centre establishes a new job classification during the life of this Agreement, the Centre agrees to give one (1) week's notice of such new classification to the Union. The Centre and the Union agree that they shall discuss and attempt to agree on the wage rate to be paid to such new classification. Such new rate shall be based on a comparison of the rates being paid and the duties being performed by other employees in the bargaining unit. In the event the parties are unable to agree on a rate for the new job classification within ten (10) days of the notice being given, the Union shall have the right to treat the dispute as a policy grievance pursuant to the provisions of Article 9.16. Any employee hired in the new job classification shall be paid the wage rate set by the Centre pending the determination of the policy grievance.

21.02 Full-time RECE employees shall not be required to work in the kitchen or to assume kitchen duties, unless they indicate in writing that they are volunteering to do so.

21.03 There will be no unreasonable elimination of current bargaining unit classifications or positions other than those necessary due to a lack of enrolment.

**ARTICLE 22 – EMPLOYEE BENEFITS PLAN**

22.01 The Centre shall pay the full cost of the following plans for all full-time seniority employees with the exception of OHIP coverage which shall begin immediately upon the employee becoming a full-time employee:

- a) i) Life Insurance equivalent to two hundred percent (200%) of an employee's basic annual earnings

- ii) Accidental Death and Dismemberment insurance equivalent to two hundred percent (200%) of an employee's salary (As defined in the operative Insurance Policy)
- iii) Dependant Insurance: Spouse – Five thousand dollars (\$5,000.00)  
Child – Two thousand five hundred dollars (\$2,500.00)
- b) An extended Health Plan at least equivalent to that provided in Policy #43-1755 (72466)-20-4-87 with London Life.
- c) A basic dental plan at least equivalent to that currently provided in Policy #43-1755(72466)-20-4-87 with London Life (current ODA fee schedule).
- d) Vision care to a maximum of three hundred dollars (\$300) every two (2) years per person. Cost of eye exams is seventy-five dollars (\$75) every twenty-four (24) months. The Centre will give all employees a twenty-five dollar (\$25) credit toward eye glasses every full year of active service. This would increase the plan to three hundred fifty dollars (\$350) every other year. The twenty-five dollars (\$25) would be added to the employees first pay check of each year in respect to the previous completed year of active employment.
- e) The Employer shall pay the cost of the above noted benefit plans for employees who are absent on illness for up to twenty-four (24) continuous months following the initial date of the illness.

22.02 The Employer agrees to participate in the Multi-Sector Pension Plan ("the Plan"), and shall contribute four percent (4%) of each employee's Applicable Wages as defined in Schedule "B" to said fund and each employee shall contribute four percent (4%). The terms of the Employer's participation in the Plan is set out in Schedule "B".

Effective Jan 1, 2020 and 2021 The Employer agrees to participate in the Multi-Sector Pension Plan ("the Plan") and shall contribute five percent (5%) of each employee's Applicable Wages as defined in Schedule "B" to said fund and each employee shall contribute four percent (4%). The terms of the Employer's participating in the Plan is set out in Schedule "B".

For clarification, an employee otherwise eligible is not ineligible if they do not receive a wage grant. The contributions for such Eligible Employees shall be based on their salary listed in Schedule A.

## **ARTICLE 23 – HEALTH AND SAFETY**

### **23.01 Co-operation on Safety**

The Union and the Centre shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and

psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

**23.02 Health and Safety Clothing and Equipment**

Subject to recommendations by the Centre and the Union, the Centre shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Centre's expense.

**23.03** A worker 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.

**23.04 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 deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

**23.05 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work-related accident shall be at the expense of the Centre. It is agreed and understood that it will include any location where an employee is fulfilling their duties i.e. field trip with the children.

**23.06 Health and Safety Committee**

The Centre acknowledges that it is covered by the provisions of the Occupational Health and Safety Act, including the provisions which provide for work refusal in unsafe circumstances as set out in the Act. The Centre agrees to continue the Health and Safety Committee and to ensure that a copy of the Act is posted in the staff room.

**23.07 Inspection, Preparation and Meetings**

Health and Safety Committee members shall have time for inspections, preparation and meetings during their normal working hours.

**ARTICLE 24 – JOB SECURITY**

**24.01 Restrictions of Contracting-Out**

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

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Nothing in this clause shall prevent the Centre, if regular staff are not available, from employing casual staff.

- 24.02 Full-time positions shall not be broken up into lesser positions without the express agreement of the union. All vacancies of unionized positions must be posted in their entirety.

## **ARTICLE 25 – UNION LABEL**

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

## **ARTICLE 26 – CHILD/ADULT RATIO**

- 26.01 The Centre and the Union agree that a reasonable ratio of adults to children in a daycare centre are essential if the child's physical, social, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Centre agrees that the child/adult ration shall not exceed the minimum established by the Child Care and Early Years Act, 2014 as amended by the Government from time to time.

## **ARTICLE 27 – GENERAL CONDITIONS**

### **27.01 Proper Accommodation**

The Centre shall provide each employee with storage space for personal belongings. The Centre shall work towards providing a staff lounge sectioned off from the kitchen area for employees.

### **27.02 Bulletin Boards**

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

- 27.03 If it is necessary for an employee to be transferred to work with a different group of children, the least senior employee in that room will be the one to move if there are no volunteers. The affected employee shall be given the opportunity to discuss the matter with the supervisor before the transfer is put into effect. The transfer will not be made for reasons that are mala fides or in bad faith.

- 27.04 Two (2) employees from each site shall be entitled to attend meetings of the Board of Directors with forty-eight hours' notice and, provided such attendance does not conflict with the employees' working schedule. Employees shall receive no remuneration for such attendance. It is understood that employees will not be entitled to be in attendance during discussions related to matters of a confidential nature, and will leave in the event such discussions arise.

27.05 The Employer agrees to waive the cost of Emergency Care for an employee’s child one day per year providing space is available in the appropriate age group.

**ARTICLE 28 – COPIES OF AGREEMENTS**

28.01 The Union and the Centre desire every employee to be familiar with the provisions of this Collective Agreement and their rights and obligations under it. For this reason, the Centre shall provide sufficient copies of the Agreement within thirty (30) days of signing.

**ARTICLE 29 – GENERAL**

**29.01 Plural or Feminine Terms May Apply**

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

**ARTICLE 30 – TERM OF AGREEMENT**

30.01 This Agreement shall become effective on January 1, 2022 and shall remain in full force and effect until December 31, 2024 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing of its desire to negotiate amendments to this Agreement. Such notice to be given not sooner than ninety (90) days before the expiry of this Agreement.

**DATED AT TORONTO, ONTARIO THIS** 8/15/2023.

**FOR THE EMPLOYER**

DocuSigned by:  
Anna Gionet  
DocuSigned by:  
Sole Fernandez  
DocuSigned by:  
Omar Kamal  
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**FOR THE UNION**

DocuSigned by:  
Lucy Isabella  
DocuSigned by:  
D. Kettle  
DocuSigned by:  
Tammy Blair  
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**SCHEDULE "A"**

Effective January 1, 2022 the base wage, inclusive of the grants in effect on December 31, 2022 shall be increased by one and one half percent (1.5%).

Effective January 1, 2023 the base wage, inclusive of the grants in effect on December 31, 2023 shall be increased by two percent (2%).

Effective January 1, 2024 the base wage, inclusive of the grants in effect on December 31, 2024 shall be increased by two percent (2%).

|                              | <b>2022<br/>increase</b>       | <b>2022<br/>Total</b> | <b>2023<br/>increase</b>    | <b>2023<br/>Total</b> | <b>2024<br/>increase</b>       | <b>2024<br/>Total</b> |
|------------------------------|--------------------------------|-----------------------|-----------------------------|-----------------------|--------------------------------|-----------------------|
|                              | <b>1.5%</b>                    |                       | <b>2%</b>                   |                       | <b>2%</b>                      |                       |
| <b>ECE GRID 4</b>            | \$967.12                       | \$65,442.06           | \$1,308.84                  | \$66,750.91           | \$1,335.02                     | \$68,085.92           |
| <b>ECE GRID 3</b>            | \$946.90                       | \$64,073.49           | \$1,281.47                  | \$65,354.96           | \$1,307.10                     | \$66,662.06           |
| <b>ECE GRID 2</b>            | \$925.17                       | \$62,603.18           | \$1,252.06                  | \$63,855.25           | \$1,277.10                     | \$65,132.35           |
| <b>ECE GRID 1</b>            | \$905.05                       | \$61,242.04           | \$1,224.84                  | \$62,466.88           | \$1,249.34                     | \$63,716.22           |
| <b>NON-ECE</b>               | \$755.63                       | \$51,131.27           | \$1,022.63                  | \$52,153.89           | \$1,043.08                     | \$53,196.97           |
| <b>COOK</b>                  | \$734.93                       | \$49,730.52           | \$994.61                    | \$50,725.13           | \$1,014.50                     | \$51,739.63           |
| <b>ASS'T COOK</b>            | \$512.86                       | \$34,703.68           | \$694.07                    | \$35,397.76           | \$707.96                       | \$36,105.71           |
| <b>ACTING<br/>SUPERVISOR</b> | Additional<br>\$2.07 per<br>hr |                       | Additional<br>\$2.11 per hr |                       | Additional<br>\$2.15 per<br>hr |                       |
| <b>ACTING<br/>DIRECTOR</b>   | Additional<br>\$2.33 per<br>hr |                       | Additional<br>\$2.38 per hr |                       | Additional<br>\$2.43 per<br>hr |                       |

The Centre shall pay a one time lump sum payment of one hundred and twenty-five dollars (\$125) to an employee who completes twenty (20) years of employment.

The Centre shall pay a one time lump sum payment of one hundred and seventy-five dollars (\$175) to an employee who completes twenty-five (25) years of employments.

Those employees in the Teacher, Teacher (untrained) and the Cook classifications shall receive an additional amount from the Direct Operating Grant from the Province of Ontario.

Untrained Teachers in addition to the wage rates as set out herein shall receive an additional amount equal to fifty dollars (\$50.00) for each successfully completed ECE credit or each advanced standing credit, to a maximum of twenty-one (21) granted by a recognized Ontario Educational Institution qualified to grant the ECE standing. Each such fifty dollars (\$50.00) amount shall be added to the base salary upon which salary calculations are made effective the

first pay period following the date on which the Centre is provided with transcripts or statements of advanced standing credit.

#### Prior Experience

The Centre agrees to recognize experience as an R.E.C.E. teacher from R.E.C.E Orde part time group effective December 31<sup>st</sup>, 2018 upon obtaining a full-time position not including those positions that are temporary positions. In order to be eligible for prior experience the part-time staff member must have worked consistently with that age group at Orde Day Care.

- a) If such teacher has three (3) or more years of experience as a part-time RECE, they shall be recognized as having one (1) additional year of experience for purposes of salary placement on the salary grid only.
- b) If such teacher has four (4) or more years of full-time teaching experience as a part-time RECE, they shall be recognized as having two (2) additional years of experience at the Centre for purposes of salary placement on the salary grid only.
- c) If such teacher has five (5) or more years of experience as a part-time RECE, they shall be recognized as having three (3) additional years of experience for purposes of salary placement on the salary grid only.

The Centre agrees to recognize other related experience which the Centre determines to be relevant to a maximum of the experience as set out in a).

**SCHEDULE "B" - PENSION PLAN**

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

1. a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - i) the straight time component of hours worked on a holiday; and
  - ii) holiday pay, for the hours not worked; and
  - iii) vacation pay; and
  - iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include 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.

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

2. Each eligible employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. For the 2020 calendar year. Effective January 1<sup>st</sup>, 2020 and 2021 The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

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

- a) To be Provided at Plan Commencement:
  - Date of hire;
  - Date of birth;

Social Insurance Number;

Date of first contribution;

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

Gender

b) To be Provided with each Remittance:

Name;

Social Insurance Number;

Monthly remittance;

Pensionable earnings;

Year to date contributions;

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

c) To be Provided Initially and as Status Changes:

Full address;

Termination date where applicable (MM/DD/YY)

Marital status, and any change to marital status;

Date of death (if applicable);

d) To be Provided Annually but no later than December 31<sup>st</sup>:

Current complete address listing for all Eligible Employees;

Period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

Period(s) of lay-off, while subject to recall;

Period(s) of absence for pregnancy or parental leave;

Period(s) of strike or lockout;

Other leaves of absence.

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

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

**LETTER OF UNDERSTANDING NO. 1**

The parties agree that the job description for current Float staff and new ECA's shall include temporary replacement of the Cook.

**DATED AT TORONTO, ONTARIO THIS** 8/15/2023

**FOR THE EMPLOYER**

DocuSigned by:  
 Anna Gionet  
 DocuSigned by:  
 Sole Fernandez  
 DocuSigned by:  
 Omar kamal

**FOR THE UNION**

DocuSigned by:  
 Lucy Isabella  
 DocuSigned by:  
 D. Kettle  
 DocuSigned by:  
 Tammy Blair

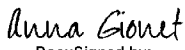
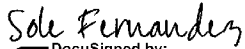
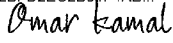
**LETTER OF UNDERSTANDING NO. 2 – RE: FUNDING FOR EXPANDED AND SPECIAL NEEDS PROGRAMMING**

The parties agree that where possible they shall advocate, and seek funding support for increased resources to meet the needs of children with special needs in the program.

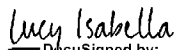

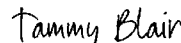
The Employer agrees that any budgets for expansions will allow for salaries to remain the same, i.e. Wage grants covered through per diems, as has been the centre’s practice in the past.

**DATED AT TORONTO, ONTARIO THIS** 8/15/2023.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING NO. 3 – RE: LABOUR-MANAGEMENT COMMITTEE**

**Labour-Management Committee**

The Employer and Union agree to the establishment of a Labour Management Committee. The purpose of the Committee will be to facilitate effective communication, and attempt to proactively address labour relations issues, when possible. It is understood that this Letter of Understanding does not restrict the current Collective Agreement rights of the Employer or the Union, and that this Letter of Understanding does not override the provisions of the Collective Agreement, including (but not limited to) the Grievance and Arbitration procedure.

This Committee will consist of two (2) bargaining unit employees chosen by the Union and two (2) representatives from the Employer chosen by the Employer, who may be selected from members of the Board or from management. The Union will select the bargaining unit members for this committee. The bargaining unit representatives will suffer no loss of pay, benefits, service or seniority in the event a meeting is scheduled at a time when they are otherwise scheduled to work.

The Committee will meet at the request of either party but not more than twice per year in non-negotiation years. Such meetings will take place within thirty (30) calendar days unless mutually agreed, and the agenda will be mutually set by the parties.

In the event that an agreement is reached regarding an issue, such agreement will be signed off by both parties. To allow open communication, discussions will be without prejudice (with the understanding that once an agreement is reached and signed off such agreement will be binding).

**DATED AT TORONTO, ONTARIO THIS** 8/15/2023.

**FOR THE EMPLOYER**

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*Anna Gionet*  
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*Sole Fernandez*  
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*Omar Kamal*  
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**FOR THE UNION**

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*Lucy Isabella*  
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*D. Kettle*  
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