

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUNNY FACES DAYCARE CENTRE INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 2484-20**

**January 1, 2022 to December 31, 2024**

TABLE OF CONTENTS

PREAMBLE ..... 3  
ARTICLE 1 – MANAGEMENT RIGHTS ..... 3  
ARTICLE 2 – RECOGNITION AND NEGOTIATION..... 4  
ARTICLE 3 – NO DISCRIMINATION ..... 6  
ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT ..... 7  
ARTICLE 5 – CHECK-OFF OF UNION DUES..... 7  
ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL  
EMPLOYEES ..... 7  
ARTICLE 7 – CORRESPONDENCE..... 8  
ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS ..... 8  
ARTICLE 9 – GRIEVANCE PROCEDURE ..... 9  
ARTICLE 10 - ARBITRATION ..... 12  
ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE ..... 13  
ARTICLE 12 – SENIORITY ..... 15  
ARTICLE 13 – PROMOTIONS AND STAFF CHANGES..... 16  
ARTICLE 14 – LAYOFFS AND RECALLS..... 18  
ARTICLE 15 – HOURS OF WORK ..... 18  
ARTICLE 16 - OVERTIME ..... 19  
ARTICLE 17 – HOLIDAYS ..... 20  
ARTICLE 18 - VACATIONS..... 20  
ARTICLE 19 – SICK LEAVE PROVISIONS ..... 22  
ARTICLE 20 – LEAVE OF ABSENCE ..... 23  
ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES..... 30  
ARTICLE 22 – EMPLOYEE BENEFIT PLANS ..... 31  
ARTICLE 23 – HEALTH AND SAFETY ..... 32  
ARTICLE 24 – GENERAL CONDITIONS ..... 33  
ARTICLE 25 – GENERAL..... 34  
ARTICLE 26 – TERM OF AGREEMENT ..... 34  
SCHEDULE A ..... 35  
SCHEDULE B – PREGNANCY & PARENTAL LEAVE ..... 37  
Appendix A - MULTI-SECTOR PENSION PLAN..... 42  
Appendix B – Benefit Plan ..... 44  
Letter of Understanding #1 – Wage Grants ..... 46  
Letter of Understanding #2 – Ministry of Education Children’s  
Services Mandated Standard First Aid, CPR, C and Automated  
External Defibrillator Training (AED) ..... 47

Letter of Understanding #3 – Employment Equity..... 48  
Letter of Understanding #4 – Employment Standards Act ..... 49  
Letter of Understanding #5 – Staff Training and Professional  
Development – Overview ..... 50  
Letter of Understanding #6 – Professional Development – Leave of  
Absence ..... 52  
Letter of Understanding #7 – Benefit Continuation ..... 54  
Letter of Understanding #8 – Community Of Practice ..... 55

## **PREAMBLE**

It is the purpose of both parties to this Agreement:

- 1) To maintain and improve harmonious relations and settled condition of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to;
- 3) To promote the morale, well- being and security of all Employees in the Bargaining unit of the Union;
- 4) To maintain a high standard of care of children and promoting their intellectual, physical and emotional development;
- 5) To encourage and promote co-operation and mutual support between Child Care workers, the Employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for Child Care generally and are adversely affected by attempts to restrain or cut back government expenditures for the Child Care;
- 6) To encourage and promote the development of accessible, affordable, quality Child Care as a universal right for all parents and children.
- 7) To establish terms and conditions of employment for members of the bargaining unit and efficient resolution of workplace disputes.

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

## **ARTICLE 1 – MANAGEMENT RIGHTS**

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

- 1.02 The Union acknowledges that the management of the Child Care's operations and the workforce is the sole right of the Employer and includes the right to:
- a) plan, organize and control operations
  - b) schedule shifts and assign work of Employees
  - c) establish workplace rules and procedures
  - d) promote, demote, hire, layoff or transfer Employees
  - e) discipline Employees, including the right to warn, reprimand, suspend, demote or discharge Employees for just cause
- 1.03 The parties agree that management's rights under this Collective Agreement shall be exercised in good faith and shall not be exercised in an arbitrary, discriminatory, or in a manner as to violate the provisions of this Collective Agreement.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATION**

- 2.01 The Employer recognizes The Canadian Union of Public Employees and its Local 2484-20 as the sole and exclusive collective bargaining agent of all Employees of Sunny Faces Day Care Centre Inc. located at 30 Harefield Drive in the Municipality of Metropolitan Toronto, save and except Supervisors and persons above the rank of Supervisor and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 Work within the bargaining unit may be performed by the Supervisor/Director or people outside the bargaining unit only for the purpose of training or evaluating Employees or for emergency situations (i.e. sudden illness of bargaining unit staff) in order that the Child Care be able to maintain legislated class ratios.
- 2.03 This Collective Agreement is fully applicable to all full-time, part-time, temporary and casual Employees.
- 2.04 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or her representatives which may conflict with the terms of this Collective Agreement.

***Definition of Employees***

In this agreement the term:

**2.05 Permanent**

- a) "Full-Time Employees" shall mean a regular Employee in the bargaining unit who usually works year-round twenty-five hours or more per week. In the event that a shortage of work reduces a full-time Employee's hours, said Employee shall not lose their full-time status, including benefits, when working twenty (20) hours or more per week. Benefit extensions due to loss of work as a result of mandated closures will apply for 12 months.
- b) "Part-Time Employees" shall mean a regular Employee in the bargaining unit who usually works year-round and normally work up to twenty-four hours per week during the school calendar year and up to 35/40 hours per week during the school holidays (PA days, Christmas/March/Summer break.)
- c) "Temporary Employees" or "Contract Employees" shall mean an Employee in the bargaining unit who the Child Care has employed to replace a regular Full-Time or Part-time Employee who is on a leave of absence for up to one (1) year. For example, LTD, an approved leave of absence, or Maternity/Parental or Adoption leave.
- d) "Casual Employees" (sometimes referred to as Supply Staff, Casuals, or Relief Staff) are those who may be hired to fill in for bargaining unit Employees who are absent from work for shorter periods of time.
- e) "Seasonal Part Time Employees" are Employees who are hired to work up to two months (July/August) for up to 30/40 hours per week, hours and days may vary.

Employees who are hired to work less than twenty-five (25) hours per week may be offered casual hours of work, replacing other bargaining unit Employees who are absent from work, for any reason. Where these additional hours result in a Part-time Employee working full time hours this will not constitute a change from Part-time to Full-time status.

**2.06**

- a) Casual and Seasonal Part Time Employees shall not be eligible for sick leave, paid leaves of absence (except where bereavement leave is required by government regulation) or Employee benefits as provided

under Article 22. In lieu of these benefits, Casual and Seasonal Part Time Employees between 0-5 years of service shall receive five percent (5%) vacation pay each pay period as well as the eleven (11) paid holidays as per Article 17.01. An Employee shall be compensated at their regular rate of pay for the hours normally worked on that day.

- b) Part Time Employees shall obtain sick leave credits in accordance with Article 19.01 and they shall receive paid vacation as per article 18.01, as well as the eleven (11) paid holidays as per Article 17.01. An Employee shall be compensated at their regular rate of pay for hours normally worked on that day.
- c) Casual and Seasonal Part Time Employees between 0-5 years of service shall receive five percent (5%) vacation pay each period and are not eligible for holidays (other than as per ESA), vacation time, sick leave, or paid leave of absence. Casual and Seasonal Employees with five (5) or more years of service shall receive seven percent (7%) vacation pay each pay period.

2.07 Employees outside the bargaining unit in Article 2.01 shall not work on any jobs which are in the bargaining unit except for purposes of training and in emergency situations and where otherwise mutually agreed by the parties. The Employer may employ up to four (4) co-op students who are excluded from the bargaining unit but may perform bargaining unit work. Such co-op students shall not be counted as staff for CCEYA 2014 purposes.

### **ARTICLE 3 – NO DISCRIMINATION**

3.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wages rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, sexual orientation, sex, or marital status, physical disability, family relationship to adult working at the centre, place or residence, nor by reason of her membership in the Union, but nothing in this clause shall prevent the Employer from refusing to hire any parent of a child currently attending the programs.

## **ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT**

4.01 As a condition of employment, all Employees of the Employer, who are members of the bargaining unit, shall remain 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 who are member of the bargaining unit shall become and remain members in good standing of the Union within thirty (30) days of employment.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

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

5.02 Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union no later than the fifteenth 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.

5.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid for each Union member in the previous year or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

5.04 The Union shall indemnify and save harmless the Employer and its agents or Employees acting on behalf of the Employer, from any claims, demand, action or causes of action arising out of or in any way connected with the collection or attempted collection and/or account of any deductions made in compliance with the instructions of the Union.

## **ARTICLE 6 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

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

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

## **ARTICLE 7 – CORRESPONDENCE**

- 7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer with a simultaneous copy to the Supervisor and the Union Steward.
- 7.02 A copy of any correspondence between the Employer, or her/his designate, and any Employee in the bargaining unit pertaining to the interpretation or application or any part of this Agreement shall be forwarded to the Union Steward or her/his designate.

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

- 8.01 The Employer shall not bargain with or enter into any Agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards. Likewise, the Employer shall supply the Union with a list of its Supervisory Personnel with whom the Union may be required to transact business.
- 8.02 There will be two Bargaining Unit Employees on the Union Bargaining Committee. The Union will advise the Employer of the Union members of the Bargaining Team. The function of the Union Bargaining Team is to meet with the representatives of the Employer to negotiate a renewal to this Collective Agreement.
- 8.03 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when negotiating with the Employer. Such representatives(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to negotiate a collective agreement or assist in the settlement of a grievance.

- 8.04 In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held no later than twenty-one (21) calendar days after the request had been made.
- 8.05 While meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team who is in the employ of the Employer shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration.
- 8.06 Within twenty-one (21) days of receipt of a written request by the Union, the Employer shall make available to the Union information related to public funding, job descriptions, positions in the bargaining unit, job classifications and wage rates which are pertinent for collective bargaining purposes.
- 8.07 ***Union Management Committee***

The Employer and the Union agree to recognize a Union Management Committee which shall be made up of two (2) representatives of each party and any others deemed necessary by mutual consent which shall meet at times mutually agreed upon by the parties for the purposes of discussing mutual concerns, which are not properly matters to be dealt with by other committees.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward shall assist any Employee which the Steward represents in preparing and presenting her/his grievance in accordance with the grievance procedure. Meetings under this Article shall not interfere with Child Care programs.
- 9.02 There shall be one (1) Steward and one (1) alternate Steward. The Union shall notify the Employer in writing of the names of the Steward and the alternate.
- 9.03 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that she/he will not leave her/his duties under this Agreement. Therefore, no Steward shall leave her/his work without

previously notifying her/his Supervisor. Where possible, time for steward duties shall be granted within the next working day.

- 9.04 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 9.05 A grievance shall not be considered where the circumstances giving rise to it originated more than five (5) working days before the informal stage, referred to before filing of the grievance.
- 9.06 If the Employer fails to answer a properly submitted grievance within the specified time limits, the Employee shall be entitled to submit the grievance to the next step of the grievance procedure or arbitration, as the case may be.
- 9.07 With the exception of group or discharge grievances, a grievance by an Employee shall be processed in the following manner.
- 9.08 A grievance is not a grievance until the Employee has given the Supervisor or Director of the Child Care five (5) working days opportunity to deal with the problem. An employee may elect to have their Union representative present at the initial stage of this process, if the employee communicates this to the Supervisor or Director. Failing a satisfactory resolution to the problem at this stage, the following steps may be invoked.

***Step 1:***

The grievance shall be reduced to writing and discussed with the Supervisor of the Child Care within five (5) working days of the Supervisor's response at the informal stage referred to above. The Supervisor shall respond to the Employee within five (5) working days. Such written grievance shall be signed by the griever and state the specific clauses of the Agreement allegedly violated and the redress sought. The Employee may have the assistance of a Steward at Step 1.

***Step 2:***

Failing settlement of the grievance at Step 1, the Employee may submit it to the President or her/his designate within five (5) working days from the date of the Supervisor's reply at Step 1. The President or designate shall respond to the grievance within ten (10) working days following the date of the next Board meeting from receipt of the grievance. At this step of the grievance procedure, other Employer representatives, and officials of

the Union, who are not Employees of the Employer, may be present at the request of either party.

- 9.09 Failing settlement of the grievance at Step 2, the Union may submit the grievance to arbitration within ten (10) working days from the date of the Employer's reply at Step 2.
- 9.10 A group of Employees may file a grievance at Step 1 of the grievance procedure. A group grievance is a grievance, individual in nature, affecting more than one Employee. All group grievances shall be reduced to writing and signed by all Employees seeking redress.
- 9.11 Either party to this Agreement may file a policy grievance within thirty (30) days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a question, by one of the parties to this Agreement, involving the application, interpretation, administration or alleged violation of any provisions of this Agreement, but excluding subject matter which can be presented by an Employee or a group of Employees as an individual or group grievance, as the case may be.
- 9.12 Union policy grievance shall be filed at Step 2 of the grievance procedure. The Child Care's policy grievance shall be filed with the National Representative of the local union.
- 9.13 The responding party to the policy grievance shall give its written response within thirty (30) working days from receipt of the grievance. Failing settlement of the grievance, the originator of the grievance may submit it to arbitration within ten (10) working days from the date of reply of the grievance.
- 9.14 A claim by an Employee, who has completed the probationary period, of being dismissed without cause shall be reduced to writing, stating the redress sought, and signed by the grievor. Such grievance shall be filed at Step 2 of the grievance procedure, within five (5) working days of the date of notification of discharge. A copy of the grievance shall be simultaneously given to the Supervisor.
- 9.15 The Union shall have the right at anytime to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when meeting with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

## **ARTICLE 10 - ARBITRATION**

- 10.01 When either party requests that a grievance be submitted to arbitration the request shall be made by registered mail addressed to the other party of the Agreement indicating the name of its nominee to an arbitration board. Within ten (10) working days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two (2) appointees shall then meet to select an impartial chairperson.
- 10.02 If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within (2) weeks of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 10.03 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation as quickly as possible. The Board shall render a decision within thirty (30) working days from the date of the hearing.
- 10.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding the enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.
- 10.05 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within twenty (20) working days.
- 10.06 Each party shall pay:
- 1) the fees and expenses of the arbitrator it appoints;
  - 2) one-half of the fees and expenses of the chairperson.
- 10.07 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

## 10.08 Single Arbitrator

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

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

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

## **ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE**

11.01 Disciplinary action: when the Employer believes that an Employee is not performing to their expectations, or following the policy and procedures of the Centre, they will set up a meeting with the Employee to counsel the Employee regarding their concerns. This will not be deemed a disciplinary meeting, and neither the union steward nor the union rep may attend.

- 1) The Employer agrees to provide progressive disciplinary measures when problems arise. Therefore, in the event the Employer initiates a disciplinary action against an Employee, which may result in a disciplinary record, suspension or discharge of the Employee, the following procedure shall be followed:

The Employee shall be provided a verbal warning indicating that the Employee's actions are inconsistent with Management policy and procedure. A written record of a verbal warning is permissible. If such Employee fails to bring his work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Employee involved.

- 2) Following a repeat incident, incidents of a similar/related nature, or where there have been two (2) unrelated incidents within six (6) months of the verbal warning, the Employee shall be notified in writing, by the Employer, with full disclosure of the reasons, grounds for action, and/or penalty. If the Employee challenges the Employer's penalty of disciplinary action, the Employee shall provide a copy of the Employer's notice to the Steward. The Employee shall continue his/her employment with all rights and

benefits while the Employer arranges a meeting with the Child Care's Personnel Committee or designated representative(s).

- 3) Progressive discipline for repeat, similar/related incidents, or where there have been two (2) unrelated incidents within six (6) months of the written warning shall be as follows:

- 1-day suspension;
- 3-day suspension;
- 5-day suspension

In addition to discipline, Management will endeavour to find alternate solutions to the problem (i.e., communication workshops, transfers, anger management courses) as an additional method of working with the Employee to correct the problem.

- 4) For further infractions, the Employee shall be immediately terminated. In all cases the third infraction will be reported to the Board or Personnel Committee who will render a final decision within five (5) working days. The Employee may grieve the discipline decision if they feel that it is unjust, or inconsistent with the Employer's practices.

"Certain improper acts are more serious than others, and the circumstances of a particular case may require more severe disciplinary action for the first offence, up to and including immediate discharge." Including but not limited to; Theft or attempted theft, assaults of any nature, falsifying Child Care records, bringing any illegal drugs/weapons onto the Child Care property, falsifying job applications/certificates and negative police checks.

11.02 An Employee, who has completed her/his probation period, who is suspended or discharged by the Employer, shall have said discipline confirmed in writing. A copy of the disciplinary letter shall be given to the Steward.

11.03 The record of an Employee shall not be used against her/him at any time after eighteen (18) consecutive clear months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

11.04 An Employee shall have the right to have her/his Steward present at any discussion with representative(s) of the Employer which the Employee believes might be the basis of disciplinary action. Where a Supervisor or other Employer representative intends to interview an Employee for

disciplinary purposes, the Supervisor or representative shall notify the Employee of that fact, sufficiently in advance, of the interview, in order that the Employee may arrange for her/his Steward to attend the interview.

- 11.05 An Employee shall have the right at any time to have access to and review her/his personnel file in the presence of her/his Supervisor, provided that reasonable notice has been given to the Supervisor, and shall have the right to respond in writing to any document contained herein. Such reply shall become part of the permanent record. The file cannot be removed from the office. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

No evidence from the Employee's record may be introduced as evidence in any hearing of which the Employee was not aware. To confirm that Employees were aware of evidence, the Employee and/or steward must sign each piece of evidence indicating that they have received it.

An Employee shall have the right to make copies of any material contained in his/her personnel record.

- 11.06 Demotion shall not be used as a disciplinary measure.

## **ARTICLE 12 – SENIORITY**

- 12.01 Seniority as referred to in this Agreement shall mean the length of continuous service, from the Employee's most recent date of hire, in the employ of the Employer. Effective January 1st, 2013, part time Employees shall accumulate seniority at the rate of 1820 hours equivalent to one (1) years' service.
- 12.02 The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Child Care in January of each year.
- 12.03 A newly hired Employee shall be on probation, and shall not have any seniority whatsoever, for a period of three (3) calendar months from the most recent date of hiring. After three (3) calendar months the Employer shall review the work performance of the Employee and submit the evaluation to the Employee. During the probationary period, the Employee may be disciplined or discharged where, in the sole opinion of the Employer, the Employee's performance, conduct at work, or

attendance is unsatisfactory, provided that in making such an evaluation the Employer does so in good faith. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Seniority shall be considered terminated and an Employee shall be deemed to have quit her employment if she:

- a) voluntarily leaves the employment of the Employer;
- b) is discharged for just cause;
- c) is absent from work for more than three (3) working days without prior notification to the Employer;
- d) fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to her/his last listed address with the Employer;
- e) fails to return to work upon conclusion of a leave of absence unless her/his failure to return is for reasonable cause;
- f) fails to take a medical examination as may be required by legislation;
- g) is not recalled to work within a twelve (12) month period after her/his layoff; is laid off and accepts her/his severance pay;
- h) retires, or
- i) works for another Employer while on a leave of absence without written permission from the Employer.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

13.01 When a job vacancy occurs or a new position is created within the bargaining unit, the Employer will post a notice with respect to such job on the bulletin board for five (5) working days so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of the declaration of a vacancy. It is understood that the Employer may fill the job on a temporary basis. Notwithstanding the above, all vacancies shall be filled within six (6) weeks of the original posting.

- 13.02 Such notice shall contain the following information: nature or position, qualifications, required knowledge and education, skills, shift and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants".
- 13.03 Outside applications for any advertised vacancy shall not be considered until such time as applications of present union members at the Child Care Centre have been fully processed in accordance with this Article.
- 13.04 In filling a vacancy, the following factors shall be considered:
- 1) seniority;
  - 2) the qualifications, skills and ability of the Employees to perform the work available.

It is agreed that in circumstances where, factors set forth in 1 and 2 are relatively equal, between two (2) or more Employees, then seniority shall govern. The successful applicant shall be placed on a trial period for up to two (2) months. During the trial period, if the Applicant proves to be unsatisfactory, or if the Employee wishes to be returned to her/his former job, the Employee shall be returned to her/his former classification and salary, without loss of seniority.

- 13.05 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.
- 13.06 If it is necessary for an Employee to be transferred to work with a different group of children this shall not be done in an arbitrary or discriminating way.
- 13.07 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an Employee feels a job is unfairly or incorrectly classified, or when a new job is created or established the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification and or rate of pay for the job in question, such dispute may be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an Employee or the date of change in job duties.

## **ARTICLE 14 – LAYOFFS AND RECALLS**

- 14.01 Employees shall be laid off in the reverse order of their seniority provided that the remaining Employees have the qualifications, skills and ability to meet the normal requirements of the work to be done.
- 14.02 Employees who are on laid off shall be recalled in order of their seniority provided they have the qualifications, skills and ability to meet the normal requirements of the work to be done.
- 14.03 Subject to paragraphs 12.04 and 14.02, new Employees shall not be hired until those laid off have been given an opportunity of recall.
- 14.04 Unless legislation is more favorable to the Employees, the Employer shall notify Employees who are to be laid off one (1) month prior to the effective date of lay-off. If the Employee has not had the opportunity to work the days as provided in this Article, she/he shall be paid for the days for which work was not made available.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 The regular weekly hours for all classifications other than the Cook shall be thirty-five (35) hours per week. The Cook's regular hours shall be forty (40).
- 15.02 There shall be a one (1) hour unpaid lunch break every working day.
- 15.03 The hours and days of work of each Employee, except for Temporary/Contract/Seasonal or Casual Employees and in cases of emergencies shall be posted in an appropriate place as follows:
- a) For Full Time permanent Employees at least two (2) weeks in advance.
  - b) For Part Time permanent Employees at least one (1) week in advance.
- 15.04 Employees shall be given one (1) scheduled fifteen (15) minute break for shifts over five (5) hours. Breaks will be scheduled at least one (1) hour before or following a lunch break or they shall be combined at the discretion of the Supervisor.
- 15.05 All Full Time (FT) and Part Time (PT) Employees shall receive programming time as part of their regularly scheduled hours of work. FT

and PT Employees will have a minimum of one (1) hour per day. Program hours may include, but not be limited to, preparing program plans, recording observations, researching new ideas or preparing program supply lists. Program time will be scheduled in one (1) hour blocks, except in exceptional circumstances. Program hours shall not be carried forward or transferred to another Employee. Employees whose program time has been canceled by the Employer will be given another time to complete their programming for that period.

All Employees will be required to have their program work reviewed and approved at the end of each week. Set time frames must be adhered to. Failure to meet set time frames and schedules may result in disciplinary action.

15.06 In the event that an Employee makes a special request related to program activities, the Employer may elect to approve additional time outside of regular program time. All program plans must be submitted to the Supervisor for review prior to implementation.

15.07 The Employer will provide ample resources, inclusive of wi-fi capability, electronic devices (computer, tablet, or iPad) during scheduled program times for staff to work with their room partner in preparing plans, completing observations, researching new ideas and/or organizing a supplies list.

### ***When Employee is Absent***

15.08 In the event that an employee who is entitled to programming time and works alone in a program is away for a period of five (5) consecutive working days or more for any reason, the Employer will schedule an additional two (2) hours of program time the week of their return, at a time convenient for the Employer. The Employee will be entitled to do the research, preparation and development of program activities.

## **ARTICLE 16 - OVERTIME**

16.01 All time worked in excess of thirty-five (35) hours per week or seven hours per day shall be considered overtime except in the case of the Cook and Assistant Supervisor who shall work forty (40) hours before qualifying for overtime.

16.02 Employees shall be paid, at their regular hourly rate of pay, for all overtime worked which includes field trip lunch hours or any special events and PD workshops as approved by the Supervisor. When requested

by the Supervisor/Acting Supervisor to remain on the premises during their lunch hour the Employee shall be paid for one half (1/2) of the time spent on the premises at their regular hourly rate of pay.

16.03 The Employer shall keep overtime to a minimum. No Employee shall be required to work overtime against her/his wishes when other Employees are available to perform the required work.

**ARTICLE 17 – HOLIDAYS**

17.01 The Employer recognizes the following as paid holidays:

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

17.02 When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, one alternate day (at the discretion of the TDSB or TCDSB), shall be deemed to be the Holiday Day for the purpose of this Agreement. The Employer will close at 2:00 pm on Christmas and New Year’s Eve.

17.03 Should the Child Care be required to be open on Easter Monday; Employees will be offered work in order of their seniority. Employees who agree to work on Easter Monday shall be given an alternate day off to celebrate the holiday at a time mutually agreeable between the Employee and her/his Supervisor.

**ARTICLE 18 - VACATIONS**

18.01 Full time and Part time Employee shall be entitled to vacation pay in accordance with years of service as follows:

1 year but less than 3 years	-	12 days per year
3 years but less than 5 years	-	17 days per year
5 years but less than 10 years	-	20 days per year
10 years but less than 15 year	-	25 days per year
15 years	-	-\$1000.00 on the 15th anniversary date less statutory deductions
20 years	-	-30 days per year
25 years	-	-\$1000 on the 25th anniversary date less statutory deductions

**Effective January 1<sup>st</sup>, 2023**

- 18.02 An Employee terminating employment at any time in the vacation year, prior to using her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination.
- 18.03 a) Employees shall submit their request on or before March 31 for the period of January 1st to December 31<sup>st</sup> (12-month period). Where two (2) or more Employees request the same vacation date, seniority shall govern when submitted before March 31<sup>st</sup> deadline. After said date vacation request shall be assigned on a first come basis and at the discretion of the Employer. In scheduling vacation leave, the Employer must be left with a competent work force.
- b) While Employees are requested to submit their request for vacation time as outlined above, this does not preclude vacation requests made throughout the year where replacement staff are available and where the Employee has made a request for the use of vacation time at least two (2) weeks in advance.
- 18.04 Vacation schedules will be posted by April 30 showing the number of days' vacation credited to each Employee.
- 18.05 Employees shall receive an unbroken period of vacation up to a maximum of four (4) weeks except during the week before Labour Day and Christmas Break. The Employer may allow vacation during Christmas break if enrollment allows.
- 18.06 Where an Employee is hospitalized or has a bereavement or any other approved leave during her/his period of vacation there shall be no deduction from vacation credits for such event. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
- 18.07 An Employee shall be entitled to carry over a maximum of five (5) vacation days into the next calendar year. Such days shall be taken no later than March 31 of that year.
- 18.08 An Employee leaving for or returning from maternity leave is entitled to her full vacation for any given year.
- 18.09 Employees who leave on maternity/parental/adoption leave without having used their vacation days shall have any unused vacation days added to the end of their leave. Such days shall be used prior to their first day back.

**ARTICLE 19 – SICK LEAVE PROVISIONS**

19.01 Employees shall have a maximum of sick leave credits per calendar year as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>
<b>Full Time Employees:</b>	12 days	13 days	15 days
<b>Part Time Employees:</b>	30 hours	52 hours	60 hours

Therefore, at the beginning of each calendar year, each FT & PT Employee (excluding Probationary Employees) shall receive sick leave credits in accordance with the above schedule.

After his or her probationary period, a full time or permanent part time Employee shall obtain sick leave credits for the remainder of the calendar year, on a pro-rata basis.

**19.02 *Maternity Leave***

An Employee leaving for maternity leave or returning from maternity leave will have their sick leave benefits prorated in accordance with the schedule set out in 19.01.

**19.03 *Carry Over and Pay Out for Unused Sick Days***

A Full Time Employee may carry over up to ten (10) days of unused sick time from the previous year. Any unused days over the ten (10) day carry over, up to a maximum of five (5) days, will be paid to the Employee in the form of regular hours at the Employee's regular rate of pay. Days carried over from year to year may not exceed twenty-five (25) days.

A Part Time Employee may carry over up to twenty (20) hours of unused sick time from the previous year. Any unused hours over the twenty (20) hours carried over, up to a maximum of ten (10) hours, will be paid to the Employee in the form of regular hours at the Employee's regular rate of pay. Hours carried over from year to year may not exceed sixty (60) hours.

**19.04 *Illness of Family Members***

Where no person other than the Employee can provide needs during illness of a member of her/his immediate family (parent, child, husband,

wife or common law spouse) an Employee shall be entitled, after notifying her/his Supervisor, to use sick leave days for this purpose.

#### 19.05 ***Medical Certificates***

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of two (2) working days certifying that she/he was unable to carry out her/his duties due to illness.

#### 19.06 ***Medical Appointments***

Full time Employees may use up to six (6) days of their sick time allotment to attend doctors, dentists, or other appointments. These appointments are to be made in a manner that minimizes the Employee's absence from the centre, and at a time that is least disruptive to program operations and their co-workers.

Part time Employees may use up to twenty-four (24) hours of their sick leave allotment to attend doctors, dentists, or other appointments. These appointments are to be made in a manner that minimizes the Employee's absence from the centre, and at a time that is least disruptive to program operations and their co-workers.

#### 19.07 ***Continuation of Benefits***

When an Employee who is eligible to receive benefits is absent on sick leave, the Employee and the Employer shall each continue to pay their respective shares of the benefits and pension premiums, and the Employee shall continue to receive all benefits under Article 22 to which the Employee would be entitled.

### **ARTICLE 20 – LEAVE OF ABSENCE**

#### 20.01 ***Negotiations***

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer up to conciliation. This clause shall apply for a maximum of:

- a) two (2) Employees if there are eight (8) or more Employees in the bargaining unit, or
- b) one (1) Employee, if there are less than eight (8) Employees in the bargaining unit.

It is understood that negotiations will normally take place after hours.

#### **20.02 *Leave for Grievances***

The aggrieved Employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably spent during working hours, in the processing of a grievance up to Arbitration's. An Employee who is on suspension without pay or has been discharged shall not be paid under this paragraph.

#### **20.03 *Union Leave***

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

#### **20.04 *Bereavement Leave***

An Employee who is absent from work solely for the purpose of mourning the death and/or attending the funeral of the Employee's grandchild, grandparent and father in law/mother in law (spouse's/common law spouse/partner shall be compensated at his/her regular rate of pay for the time so lost from his/her regular work schedule, up to a maximum five (5) working days.

In the event of the death of the Employee's spouse/partner, parent or child, brother/sister, the paid leave shall be for up to a maximum of ten (10) working days.

In the event of a death of the Employee's aunt/uncle, Employees are entitled to one (1) day off without pay for the sole purpose of attending the funeral. The day taken shall be paid if the Employee uses a paid day from vacation, float days. If the Employee has no such days' they may take one (1) unpaid day.

Employees shall provide the Employer with the names and familial relation within two weeks of hiring, and at a reasonable time during their employment when anyone new joins their family. Current Employees shall provide their original list within two weeks of ratification.

## 20.05 ***Pregnancy Leave and Parental Leave***

(a) Pregnancy leave and parental leave shall be granted as a right and as described in Schedule "B" of the Collective Agreement. The Employer shall not deny the pregnant Employee the right to continue during the period of pregnancy.

Maternity leave or parental adoption leave shall be in accordance with the Employment Standards Act and the Canadian Employment Insurance Benefits Plan.

Where a longer period of maternity leave is requested, an extension of up to a maximum of twelve (12) months additional shall be allowed. During this period full seniority shall accumulate. If the Employee elects to continue her benefits during this time she may do so by paying 100% of the premiums.

Upon returning from the extended leave the Employer shall endeavor to return the Employee to their former position. If this is not possible the Employee can exercise their seniority rights. Before returning to work, the Employee shall give four (4) weeks written notice to the Employer.

### (b) ***Emergency Pregnancy Leave***

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

## 20.06 ***Professional Development/Personal Wellness Programs***

a) It is the responsibility of an Employee to participate in Professional Development/Personal Wellness programs. Therefore, to this end, an Employee shall be entitled to a paid leave of absence for professional development, subject to the Employer's prior approval. It is required of an Employee to share briefly any knowledge or information gained through staff development with fellow Employees at the staff meeting. The Employer shall pay all reasonable costs for attending workshops, conferences, etc., (i.e., registration, transportation, and meals, internet etc.) up to a maximum of eight hundred dollars (\$800.00) per calendar

year. Upon completion of at least twenty-one (21) hours of professional development and/or the use of four hundred dollars (\$400.00) of their allotted funds, each staff member will receive one hundred dollars (\$100.00) from the allotted eight hundred dollars (\$800), which they shall use for personal wellness on the Employee's own time. The use of the one hundred dollars (\$100) of personal wellness will be at the Employer's discretion. Any qualifying ECE or equivalent course will be paid upon presentation of a passing grade. Participation in or failure to attend professional development will be reflected on the Employee's evaluation.

If a workshop/course is scheduled outside of the normal working hours, the employee will be paid for hours attended. In the event that the course hours exceed seven (7) hours on any one day, the Employer will pay the Employee for the extended time.

Until an Employee has twelve (12) months of service with the Employer, the benefits outlined above will be deemed to be earned on a prorated monthly basis. In the event that the Employee leaves their position prior to finishing their year, any unearned portion of the benefit used by the Employee will be reimbursed to the Employer by deductions from their last pay, or the Employee must make provisions to repay the Employer.

- b) Part Time Employees shall receive up to a maximum of five hundred dollars (\$500.00) per calendar year towards professional development.

**20.07 *General Leave of Absence***

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

<b>REASON</b>	<b>ANNUAL LEAVE OF ABSENCE</b>
Moving One's household	one (1) day
Becoming a Canadian Citizen	one (1) day

***Jury Duty***

- b) Employees who are required to participate for Jury Duty shall receive fifty percent (50%) of their normal pay either 1) to a maximum of three (3) weeks or 2) when the provincial government reimburses the Employee; whichever comes first.

20.08 It is the responsibility of Employees to attend at least 80% of all staff meetings held each calendar year. Failure to do so may result in disciplinary action. Full time Employees who work seven (7) hours or more per day who are required to attend staff meetings outside of their working hours shall be paid on their next payroll for all time spent in the staff meeting.

**20.09 *Professional Leave of Absence (A)***

An Employee shall be entitled to Professional Development Leave of absence without pay and without loss of seniority when he/she requests such leave for up to one (1) year and only one time during their entire length of employment. Application for a Professional Development Leave of absence shall be in writing and subject to approval by the Employer. Such approval shall not be withheld without just cause.

Applications for a Professional Development Leave of absence shall be in writing, specifying the return to work date and be subject to approval as outlined in Letter of Understanding #6.

If the Employee wishes a continuation of their benefits during such leave, it is understood that Employees must follow Letter of Understanding #7.

Unless otherwise agreed to, the Employer's payments towards all group insurance benefits will be suspended after the first month of a Professional Development Leave. They will be reinstated upon the return of the Employee.

An Employee who wishes to return to work before the expiry of a leave of a Professional Development Leave of absence shall give the Employer, in writing, four (4) weeks' notice of their intent. An Employee shall not be eligible to continue the leave at a future date and shall have no further entitlement to a Professional Development Leave of absence under this Article.

***Education Leave (B)***

An Employee shall be entitled to an Education leave of absence without pay and without loss of seniority when he/she requests such leave for up to two (2) years and only one time during their entire length of employment.

Applications for an Education Leave of absence shall be in writing and subject to approval by the Employer. Applications for an Education Leave of absence shall be in writing, specifying the return to work date and be subject to approval. Such approval shall not be withheld without just cause.

In the event the education program that the Employee wishes to enrol in is for a longer period than two (2) years, the Employer may approve a longer period of leave. Under no circumstances shall the total time taken for education leave exceed three (3) years.

If the Employee wishes continuation of benefits during an Education Leave, it will be her/his responsibility to pay the total cost (Employer & Employee portions) of these group insurance benefits during the Educational leave of absence.

The Employer's payments towards all group insurance benefits will be suspended after the first month of Education Leave, unless otherwise arranged to continue. Benefits will be reinstated upon the return of the Employee. If the Employee wishes continuation of these benefits during such leave, it is understood that the Employee must provide direct debit banking information, prior to the start of the approved leave, for the sole purpose of payment for the benefits premiums, as outlined in Letter of Understanding #7.

An Employee who wishes to return to work before the expiry of an Education leave of absence shall give the Employer, in writing, four (4) weeks' notice of their intent. An Employee shall not be eligible to continue the leave at a future date and shall have no further entitlement to an Education Leave of absence under this Article.

#### **20.10 *Family Caregiver Leave (ESA S.49.3)***

In addition to any provision of this agreement that may provide for a leave that might be used as Family Caregiver leave (such as Article 19.04), the following clause is applicable to all Employees regardless of length of service and regardless of whether full-time, part-time, or temporary:

- (a) Family caregiver leave will be granted to Employees to care or support a family member with a serious medical condition for whom a qualified medical practitioner has issued a certificate. Employees shall be granted up to 8 weeks of unpaid leave per calendar year per family member in accordance with Section 49.3 of the *Employment Standards Act, 2000*.

- (b) An Employee on family caregiver leave shall continue to accumulate seniority and service for all purposes.
- (c) An Employee on family caregiver leave shall be reinstated to his/her former duties upon his/her return from leave.
- (d) The Employee and Employer shall continue to pay their respective shares of the benefits and pension premiums, and an Employee shall continue to receive all benefits under Article 22, which the Employee would otherwise be entitled to.

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

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

- (a) Employees shall be granted up to 37 weeks of unpaid leave to care or support a child whose life is at risk as a result of an illness or injury in accordance with section 49.4 of the *Employment Standards Act, 2000*.
- (b) An Employee who is on Critically Ill Child Care Leave shall continue to accumulate service and seniority for all purposes.
- (c) An Employee on Critically Ill Child Care Leave shall be reinstated to their former position upon his/her return from leave.
- (d) The Employee and Employer shall continue to pay their respective shares of the benefits and pension premiums, and an Employee shall continue to receive all benefits under Article 22 which the Employee would otherwise be entitled to.

#### 20.12 ***Leaves Available under the Employment Standards Act***

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

- 49.1 Family medical leave
- 49.2 Organ donor leave
- 49.5 Crime-related child death or disappearance leaves

- 50.0 Personal emergency leave
- 50.1 Emergency leave, declared emergencies
- 50.2 Reservist leave

An Employee who is on ESA Leave shall continue to accumulate service and seniority for all purposes.

An Employee on Leave shall be reinstated to their former position upon his/her return from leave.

The Employee and Employer shall continue to pay their respective shares of the benefits and pension premiums, and an Employee shall continue to receive all benefits under Article 22, which the Employee would otherwise be entitled to.

## **ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**

21.01 The Employer shall pay salaries bi-weekly, every second Thursday in accordance with Schedule A attached hereto and forming part of this Agreement. An itemized statement must include the following:

Pay Period for which wages are being paid, the Employees pay rate the gross amount of wages (before taxes and other deductions) and how it was calculated. The amount and purpose of each wage deduction and the net amount of wages.

Pay stubs shall be available to Employees by noon.

21.02 An Employee, other than the Assistant Supervisor, assigned to carry out the duties of the Supervisor when she/he is absent will be paid an amount equal to one (1) hour at their regular hourly rate of pay per person per day.

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

b) Subject to Article 21.02, when an Employee is temporarily transferred to a higher paying position, for a period of time greater than five (5) consecutive working days, the Employee shall be paid the greater of their current rate of pay or the minimum rate of pay for the classification in question.

#### 21.04 ***Late Fees***

The Employer shall collect and retain any late fees received from a parent. An Employee who is delayed after 6:00pm because parents are late in picking up their child shall be compensated as follows:

Where an Employee is delayed after 6:00 pm the Employee shall be paid at the Employee's regular hourly rate of pay for fifteen (15) minute intervals or any part thereof i.e. if a parent picks up at 6:07 they get paid till 6:15, if a parent picks up at 6:22 pm, the Employee gets regular pay until 6:30, etc.

### **ARTICLE 22 – EMPLOYEE BENEFIT PLANS**

22.01 Subject to the benefit carriers' terms and conditions, Employees, who have completed their probationary period, shall be provided with the benefits shown in the booklet provided to Employees.

22.02 The premiums for the benefits referred to above are 50% paid by the Employer, except for Long Term Disability which shall be paid 100% by the Employee.

#### 22.03 ***Master Policy***

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

#### 22.04 ***Change of Benefit Carrier***

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

22.05 Employees who work year-round, and who normally work twenty (20) hours per week, who have completed their probationary period shall be provided benefits as outlined in the Benefits manual provided to Employees. The Employer does not cover benefits for Casual and Seasonal Part Time Employees or those Employees that work less than twenty (20) hours per week.

Note: Staff who qualify, but do not want to participate in the benefit program must sign a mandatory refusal form with a Union steward present for the signing of the waiver.

22.06 All Employees shall be covered under the Workplace Safety & Insurance Act, 1997. An Employee receiving payment for a compensable injury under Workers' Compensation – WSIB, shall continue to accumulate seniority and service and shall be entitled to all Benefits under this Collective Agreement. While on Workers' Compensation – WSIB, the Employer and Employee shall each continue to pay their portion of all premiums for the Employee benefit plan, including the pension plan.

## **ARTICLE 23 – HEALTH AND SAFETY**

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

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

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

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

23.05 Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident while performing work-related duties shall be at the expense of the Employer.

23.06 Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and commence at Step 1 of the grievance procedure.

## **ARTICLE 24 – GENERAL CONDITIONS**

### **24.01 *Union Bulletin Board***

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it 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.

### **24.02 *Letter of Reference***

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

### **24.03 *Transfer***

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

24.04 After one (1) year of employment, the Employer shall discount the Employee's assessed fees at a rate of 50% for up to two (2) children to attend the Child Care.

Such spaces in the programs are limited as follows:

Preschool                      A maximum of two (2) spaces

School age                      A maximum of four (4) spaces

In the event that there are more applications than spaces available the existing spaces shall be allocated based on the Employee's seniority.

It is understood that once an Employees' child is enrolled in the Child Care, the next senior Employee requiring Child Care will receive the discount only once a "staff Child Care vacancy" becomes available. This will occur regardless of whether the parent of a previously enrolled child has less seniority.

## ARTICLE 25 – GENERAL

25.01 Whenever a masculine or feminine is used in this Agreement it shall include any gender and the plural of any such term where in the context the parties hereto agree it is required.

## ARTICLE 26 – TERM OF AGREEMENT

26.01 This agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing no more than ninety (90) calendar days prior to the expiry date of this Collective Agreement.

Signed at the City of Toronto this 3/23/2023

FOR THE EMPLOYER

DocuSigned by:  
*Lee Ann Hand*  
152420EACD56448...

FOR THE UNION

DocuSigned by:  
*R. Hazzou*  
8EC450A2F01A495...

DocuSigned by:  
*Shelly Johnson*  
4349C241F-C82473...

DocuSigned by:  
*Tammy Blair*  
F23B29BFC3A6405...

**SCHEDULE A****2022**

CLASSIFICATION			1ST YEAR			2ND YEAR			3RD YEAR
FULL TIME		5%			5%			5%	
ASSISTANT SUPERVISOR	\$47,839.79		\$50,240.19	\$48,533.39		\$50,966.37	\$50,370.50		\$52,896.48
(rates include pay equity - PE achieved 2009)	\$ 26.29	\$1.31	\$ 27.60	\$ 26.67	\$1.33	\$ 28.00	\$ 27.68	\$1.38	\$ 29.06
RECE TEACHER	\$46,883.75		\$49,227.36	\$47,558.60		\$49,934.43	\$48,233.46		\$50,641.50
(rates include pay equity - PE achieved 2011)	\$ 25.76	\$1.29	\$ 27.05	\$ 26.13	\$1.31	\$ 27.44	\$ 26.50	\$1.33	\$ 27.83
ECA (NON ECE)	\$36,648.43		\$38,487.54	\$38,185.60		\$40,092.78	\$39,704.03		\$41,698.02
(rates include pay equity - PE achieved 2011)	\$ 20.14	\$1.01	\$ 21.15	\$ 20.98	\$1.05	\$ 22.03	\$ 21.82	\$1.09	\$ 22.91
ECA/COOK (NON ECE)	\$31,643.25		\$33,232.29	\$33,236.66		\$34,894.86	\$34,848.81		\$36,595.65
	\$ 17.39	\$0.87	\$ 18.26	\$ 18.26	\$0.91	\$ 19.17	\$ 19.15	\$0.96	\$ 20.11
<b>PART TIME</b>									
RECE TEACHER	\$ 23.27	\$1.16	\$ 24.43	\$ 23.66	\$1.18	\$ 24.84	\$ 24.03	\$1.20	\$ 25.23
(rates include pay equity - PE achieved 2009)									
ECA (NON ECE)	\$ 17.39	\$0.87	\$ 18.26	\$ 18.11	\$0.91	\$ 19.02	\$ 18.59	\$0.93	\$ 19.52
(rates include pay equity - PE achieved 2011)									
<b>CASUAL/RELIEF/SEASONAL</b>									
RECE TEACHER	\$ 20.55								
ECA (NON ECE)	\$ 16.22	JAN - SEPT							
	\$ 16.54	OCT - DEC							

**2023**

CLASSIFICATION			1ST YEAR			2ND YEAR			3RD YEAR
FULL TIME		5%			5%			5%	
ASSISTANT SUPERVISOR	\$50,240.19		\$52,743.60	\$48,533.39		\$53,508.00	\$50,370.50		\$55,533.66
(rates include pay equity - PE achieved 2009)	\$ 27.60	\$1.38	\$ 28.98	\$ 28.00	\$1.40	\$ 29.40	\$ 29.06	\$1.45	\$ 30.51
RECE TEACHER	\$46,883.75		\$51,692.55	\$47,558.60		\$52,437.84	\$48,233.46		\$53,183.13
(rates include pay equity - PE achieved 2011)	\$ 27.05	\$1.35	\$ 28.40	\$ 27.44	\$1.37	\$ 28.81	\$ 27.83	\$1.39	\$ 29.22
ECA (NON ECE)	\$36,648.43		\$40,417.65	\$38,185.60		\$42,099.33	\$39,704.03		\$43,781.01
(rates include pay equity - PE achieved 2011)	\$ 21.15	\$1.06	\$ 22.21	\$ 22.03	\$1.10	\$ 23.13	\$ 22.91	\$1.15	\$ 24.06
ECA/COOK (NON ECE)	\$31,643.25		\$34,894.86	\$33,236.66		\$36,633.87	\$34,848.81		\$38,430.21
	\$ 18.26	\$0.91	\$ 19.17	\$ 19.17	\$0.96	\$ 20.13	\$ 20.11	\$1.01	\$ 21.12
<b>PART TIME</b>									
RECE TEACHER	\$ 24.43	\$1.22	\$ 25.65	\$ 24.84	\$1.24	\$ 26.08	\$ 25.23	\$1.26	\$ 26.49
(rates include pay equity - PE achieved 2009)									
ECA (NON ECE)	\$ 18.26	\$0.91	\$ 19.17	\$ 19.02	\$0.95	\$ 19.97	\$ 19.52	\$0.98	\$ 20.50
(rates include pay equity - PE achieved 2011)									
<b>CASUAL/RELIEF/SEASONAL</b>									
RECE TEACHER	\$ 21.58								
ECA (NON ECE)	\$ 17.37								

**2024**

CLASSIFICATION			1ST YEAR			2ND YEAR			3RD YEAR
FULL TIME		5%			5%			5%	
ASSISTANT SUPERVISOR	\$50,240.19		\$55,380.78	\$48,533.39		\$56,183.40	\$50,370.50		\$58,304.61
(rates include pay equity - PE achieved 2009)	\$ 28.98	\$1.45	\$ 30.43	\$ 29.40	\$1.47	\$ 30.87	\$ 30.51	\$1.53	\$ 32.04
RECE TEACHER	\$46,883.75		\$54,272.40	\$47,558.60		\$55,055.91	\$48,233.46		\$55,839.42
(rates include pay equity - PE achieved 2011)	\$ 28.40	\$1.42	\$ 29.82	\$ 28.81	\$1.44	\$ 30.25	\$ 29.22	\$1.46	\$ 30.68
ECA (NON ECE)	\$36,648.43		\$42,443.31	\$38,185.60		\$44,201.43	\$39,704.03		\$45,978.66
(rates include pay equity - PE achieved 2011)	\$ 22.21	\$1.11	\$ 23.32	\$ 23.13	\$1.16	\$ 24.29	\$ 24.06	\$1.20	\$ 25.26
ECA/COOK (NON ECE)	\$31,643.25		\$36,633.87	\$33,236.66		\$38,468.43	\$34,848.81		\$40,360.32
	\$ 19.17	\$0.96	\$ 20.13	\$ 20.13	\$1.01	\$ 21.14	\$ 21.12	\$1.06	\$ 22.18
PART TIME									
RECE TEACHER	\$ 25.65	\$1.28	\$ 26.93	\$ 26.08	\$1.30	\$ 27.38	\$ 26.49	\$1.32	\$ 27.81
(rates include pay equity - PE achieved 2009)									
ECA (NON ECE)	\$ 19.17	\$0.96	\$ 20.13	\$ 19.97	\$1.00	\$ 20.97	\$ 20.50	\$1.03	\$ 21.53
(rates include pay equity - PE achieved 2011)									
CASUAL/RELIEF/SEASONAL									
RECE TEACHER	\$ 22.66								
ECA (NON ECE)	\$ 18.24								

NOTES - **FULL TIME** RIVERCREST STAFF RECEIVE GOG (\$2.20) FROM THE GOVERNMENT

**PART TIME AND ST. BENEDICT** STAFF ARE NOT ENTITLED TO GOG (\$2.20) FROM THE GOVERNMENT

HOWEVER, THESE ADDITIONAL DOLLARS (\$2.20) ARE PROVIDED BY THE OPERATOR ALL GRANT DOLLARS ARE INCLUSIVE EFFECTIVE JANUARY 1<sup>ST</sup>, 2019

Note No.1 - Any Employee who works less than the regular hours of work, as shown in Article 15.01, in a classification where the salary is shown on an annual basis, will be paid on a prorated hourly rate.

Note No. 2 - An Employee will move from one year to the next in her/his wage progression on her/his anniversary date of hire or promotion to the classification as the case may be. An Employee who obtains a promotion shall start at the bottom of the progression

Note No. 3 - The Employer shall provide a new wage grid which shall be added to the contract.

## **SCHEDULE B – PREGNANCY & PARENTAL LEAVE**

34. Definitions - In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; (“parent”)

“parental leave” means a leave of absence under subsection 38 (1):  
 (“conge parental”)

“pregnancy leave” means a leave of absence under subsection 35 (1):  
 “conge de maternite”

35. (1) Pregnancy leave. - A pregnant Employee who started employment with her Employer at least thirteen weeks before the expected birth is entitled to a leave of absence without pay.

(2) When leave may begin. – An Employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

(3) Notice. - The Employee must give the Employer,

(a) at least two weeks written notice of the date the leave is to begin; and

(b) a certificate from a legally qualified medical practitioner stating the expected birth date.

36. (1) Special circumstances. – Subsection 35 (3) does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.

(2) Notice in special circumstances. – An Employee described in subsection (1) must, within two weeks of stopping work, give the Employer,

a) written notice of the date the pregnancy leave began or is to begin; and

b) a certificate from a legally qualified medical practitioner that,

i) in the case of an Employee who stops working because of complications caused by her pregnancy, states the Employee

is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or

- ii) in any other case, states the date of the birth, still-born or miscarriage and the date the Employee was expected to give birth.
37. (1) End of pregnancy leave if parental leave available. The pregnancy leave of an Employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) End of pregnancy leave if parental leave not available. – The pregnancy leave of an Employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-born or miscarriage.
- (3) End of pregnancy leave on Employee notice. – The pregnancy leave of an Employee ends on a day earlier than the day provided for in subsection (1) or (2) if the Employee gives the Employer at least four weeks written notice of that day.
38. (1) Parental leave. An Employee who has been employed by his or her Employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- a) the birth of the child; or
  - b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Restriction on when leave may begin. – Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) When mother's parental leave may begin. – The parental leave of an Employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) Notice. – The Employee must give the Employer at least two weeks written notice of the date the leave is to begin.

39. (1) Special circumstances. – Subsection 38 (4) does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) When leave in special circumstances begins. – The parental leave of an Employee described in subsection (1) begins on the day the Employee stops working.
- (3) Notice. – An Employee described in subsection (1) must give the Employer notice that the Employee wishes to take leave within two weeks after the Employee stops working.
40. (1) End of parental leave. – Parental leave ends eighteen weeks after it began or on an earlier day if the Employee gives the Employer at least four weeks notice of that day.
41. (1) Change of notice to begin leave. – An Employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- a) to an earlier date if the Employee gives the Employer at least two weeks written notice before the earlier date; or
- b) to later date if the Employee gives the Employer at least two weeks written notice before the date leave was to begin.
- (2) Change of notice to end leave. – An Employee who has given notice to end leave may change the notice.
- a) to an earlier date if the Employee gives the Employer at least weeks written notice before the earlier date; or
- b) to a later date if the Employee gives the Employer at least four weeks written notice before the date leave was to end.
42. (1) Rights during leave. – During pregnancy leave or parental leave, an Employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) Benefit Plans. – For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death

plans, dental plans and any other types of benefit plans that are prescribed.

- (3) Employer contributions. – During an Employee’s pregnancy leave or parental leave, the Employer shall continue to make the Employer’s contributions for any plan described in subsection (2) unless the Employee gives the Employer a written notice that the Employee does not intend to pay the Employee’s contributions, if any.
  - (4) Length of employment. – The period of an Employee’s pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.
  - (5) Exception. – The period of an Employee’s pregnancy leave or parental leave is not included when determining whether the Employee has completed any probationary period of employment. S.O. 1996, c.23, s. 10.
43. (1) Reinstatement. – The Employer of an Employee who has taken pregnancy leave or parental leave shall reinstate the Employee when the leave ends to the position the Employee most recently held with the Employer, if it still exists or to a comparable position, if it does not.
- (2) Reinstatement where Employer’s operations have been suspended, etc. – If the Employer’s operations were suspended or discontinued while the Employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the Employee, when the operations resume in accordance with the Employer’s seniority system or practice, if any.
  - (3) Wages. – The Employer shall pay a reinstated Employee wages that are at least equal to the greater of,
    - a) the wages the Employee was most recently paid by the Employer; or
    - b) the wages that the Employee would be earning had the Employee worked throughout the leave.

44. No discipline, etc. because of leave. – An Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an Employee because the Employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
  
45. Employment standards officer may make order. – Where an Employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the Employer shall take or what the Employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the Employer to the Director in trust for the Employee.

## Appendix A - MULTI-SECTOR PENSION PLAN

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

- .01 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- (I) the straight time component of hours worked on a holiday; and
  - (II) holiday pay, for the hours not worked; and
  - (III) vacation pay; and
  - (IV) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the work place; and  
All other payments, premiums, allowances and similar payments are excluded
  - (V) In no event shall the contributions paid per Employee exceed thirty five (35) hours per week.
- (c) "Eligible Employee" means all Employees in the bargaining unit who have completed **500** hours of employment with the Employer.
- .02 Effected March 3rd 2011, each Eligible Employee shall contribute for each pay period an amount equal to **two (2)** % percent of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to **two (2)** percent % of Applicable Wages to the Plan.
- .03 The Employee and the 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.
- .04 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 it 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.04 of the agreement include:

- i) To Be Provided Once Only 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
  
- ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- c) To Be Provided Initially And As Status Changes
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status
  - date of Death (if applicable)
  
- d) To Be Provided Annually but not later than December 1<sup>st</sup>
  - Current complete address listing for all Eligible Employees;
  - period(s) of absence due to illness or dis including WSIB (while Employees 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, n the month and cumulatively since their date of hire.

- .05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

## Appendix B – Benefit Plan

### Plan Design

<b>Benefits</b>	<b>Sun Life Plan Design</b>
<b>General Information</b>	
Waiting Period	3 months
Minimum Hours per week	20 hours
Definition of Child	21/25
Definition of Common-Law	First day
Definition of Earnings	Regular rate of pay not including any bonuses, overtime or incentive pay.
Benefit Year	Calendar year
<b>Life Insurance &amp; A.D.&amp;D</b>	
Schedule	1x annual earnings
Maximum	250,000
Non-Evidence Maximum	135,000
Reduction	50% at age 65
Waiver of Premium	Included
Termination	Age 70 earlier retirement
<b>Dependent Life</b>	
Spouse	10,000
Child	5,000
Benefit Commence	From Birth
<b>Long Term Disability</b>	
Schedule	66.67% of monthly earnings
Maximum	5,000
Non-Evidence Maximum	2,900
Elimination Period	17 weeks
Maximum Benefit Period	To age 65
Definition of Disability	2 years own occupation
Partial or Residual Disability	Not covered
All Sources Maximum	85%
Pre-Existing Condition Clause	3/12 months
Recurrent Disability	6 months
Tax Status	Non-taxable
<b>Health Care</b>	
Coinsurance	90%

Deductible	\$25 Single; \$50 Family
Hospital	100%; Semi-private room
Emergency Out of Province/Out of Country trip Maximum	60 days
Emergency Out of Province/Out of Country Emergency Maximum	100%, \$3,000 000 lifetime maximum
Emergency Travel Assistance	Included
Referred Services	80% after the deductible
Paramedical	\$350 per practitioner per calendar year
Private Duty Nursing	\$10,000 per calendar year
Hearing Aids	\$500 over 3 benefit years
Eye Examines	\$50 every 24 months; (12 months for children under 18)
Orthopedic	\$200 per benefit year
Orthopedic Shoes	\$400 per benefit year
Plan Maximum	Unlimited
Termination	Age 70 or earlier retirement
<b>Drugs</b>	
Coinsurance	100%
Deductible	\$25 single; \$50 Family
Reimbursement Type	Pay direct drug card

Drug Definition	Mandatory Generic
Maximum	Unlimited
Fertility Drugs	Not covered
Smoking Cessation Drugs	Not covered
EDI Drugs	Not covered
Vaccines	Covered
Termination	Age 70 or earlier retirement
Survivor Benefit	24 months; premium waived

<b>Large Amount Pooling</b>	
Healthcare and Drugs	\$10,000 per person
<b>Visioncare</b>	
Benefit amount	100%, \$200
Pay Period	Every 24 months; (12 months for children under 18)
Termination	Age 70 or earlier retirement
Survivor Benefit	24 months; premium waived

# Letter of Understanding #1 – Wage Grants

~between~

Sunny Faces Daycare Centre Inc

~and~

The Canadian Union of Public Employees  
and its Local 2484-20

The Employer agrees that it will apply for any Wage Enhancement funds that become available from the Federal, Provincial or Municipal government provided the Employer does not have to match the contributions during the term of the Collective Agreement. The Employer undertakes to distribute the said grant to eligible Employees according to the guidelines set forth by the granting agency.

Signed at the City of Toronto this 3/23/2023

FOR THE EMPLOYER

FOR THE UNION

DocuSigned by:  
*Lee Ann Hand*  
152420EACD56448...

DocuSigned by:  
*R. Hanson*  
8EC450A2F01A495...

DocuSigned by:  
*Christy Lyman*  
4349C241FC82473...

DocuSigned by:  
*Tammy Blair*  
F298296FC3A6465...

# Letter of Understanding #2 – Ministry of Education Children’s Services Mandated Standard First Aid, CPR, C and Automated External Defibrillator Training (AED)

~between~  
Sunny Faces Daycare Centre Inc  
~and~  
The Canadian Union of Public Employees  
and its Local 2484-20

The following will apply for Employees who are mandated by the Ministry of Education Children’s Services to become certified in Standard First Aid, CPR C and Automated External Defibrillator (AED) training.

- 1) The Employer will pay all costs related to registration for Full-time and part-time Employees to attend Standard First Aid, CPR C and Automated External Defibrillator (AED) training. For clarity, this will apply to a first training session and/or any refresher training that may be required. It is the Employees responsibility to ensure that their certification does not expire.
- 2) Full-time Employees (as defined in Article 2.05 (a) of the Collective Agreement) will receive time spent in attending such training up to a maximum of four (4) hours to be added to their lieu time/overtime bank of hours. For clarity, such hours will be in addition to any other “PD workshops approved by the Supervisor”. Employees shall have the right to use such lieu time in accordance with Article 16.02 of the Collective Agreement.
- 3) All part-time Employees who work less than twenty-five (25) hours per week year-round, will be paid for time spent in attending such training up to a maximum of four (4) hours. For clarity, such hours will be in addition to any other workshops.
- 4) For clarity, paragraphs 1 through 3 will be retroactive to August 31, 2015.

**Signed at the City of Toronto this** 3/23/2023

FOR THE EMPLOYER

DocuSigned by:

*Lee Ann Hand*

152120EACD50410...

FOR THE UNION

DocuSigned by:

*R. Haggan*

8EC15DA2E01A495...

*Clay Walker*

4349C244FC82473...

DocuSigned by:

*Tammy Blair*

F238298FC3A8405...

## Letter of Understanding #3 – Employment Equity

~between~  
Sunny Faces Daycare Centre Inc  
~and~  
The Canadian Union of Public Employees  
and its Local 2484-20

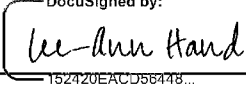
The Employer and the Union agree to co-operate in developing, implementing and monitoring an Employment Equity Program covering Employees of the Centre. All components of the program will be jointly developed between the Employer and the Union.

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

The designated groups will include: Aboriginal/Indigenous people, LGBTQ and Transgender persons, Persons with disabilities, Women and on the basis of color, race and Ancestry.

Signed at the City of Toronto this 3/23/2023

FOR THE EMPLOYER

DocuSigned by:  
  
152420EACD56478...

---

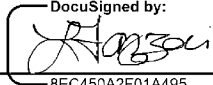
---

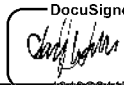
---

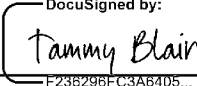
---

---

FOR THE UNION

DocuSigned by:  
  
8EC450A2F01A495...

DocuSigned by:  
  
4349C241FC82473...

DocuSigned by:  
  
F236296FC3A6405...

---

---

---

---

---

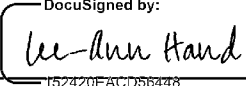
# Letter of Understanding #4 – Employment Standards Act

~between~  
Sunny Faces Daycare Centre Inc  
~and~  
The Canadian Union of Public Employees  
and its Local 2484-20

Staff who take a leave of absence under the Employment Standards Act will be issued a Record of Employment (ROE) to take to Service Canada as they may be eligible to receive Employment Insurance.

Signed at the City of Toronto this 3/23/2023

FOR THE EMPLOYER

DocuSigned by:  
  
152420EACD56448...

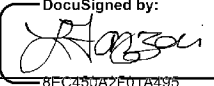
---


---

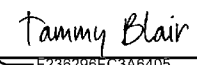
---

---

FOR THE UNION

DocuSigned by:  
  
8EC450A2F07A795...

DocuSigned by:  
  
4349C241FC82473...

DocuSigned by:  
  
F236296FC3A6405...

---

---

---

---

## **Letter of Understanding #5 – Staff Training and Professional Development – Overview**

~between~

Sunny Faces Daycare Centre Inc

~and~

The Canadian Union of Public Employees  
and its Local 2484-20

All Sunny Faces Day Care staff must adhere to a number of centre policies and procedures, as well as Ministry regulations, City guidelines, along with Health and fire regulations. Monthly and annual reviews of these policies and procedures ensure our staff are knowledgeable and prepared to handle any situation.

In accordance with the Professional Development and Personal Wellness, 20.06 of the Collective Agreement, it is the Employees' responsibility to participate in Professional Development and Personal Wellness programs each year.

Sunny Faces Day Care provides all full time Employees a paid leave of absence for Professional Development within their allotted dollar amounts. Sunny Faces provides financial coverage, up to a maximum of \$800 per year for each full-time staff to attend workshops, conferences and professional development. Upon completion of a minimum of 21 hours or the use of \$400 of their allotted funds, each full-time staff member will receive \$100 which they shall use for personal wellness on the Employee's own time.

Part time staff members shall receive up to a maximum of \$500 per calendar year towards Professional development.

Until an Employee has twelve (12) months of seniority with the Employer, the benefits outlined above will be deemed to be earned on a prorated monthly basis. In the event that the Employee leaves their position prior to finishing their year, any unearned portion of the benefit used by the Employee will be reimbursed to the Employer by deductions from their last pay or the Employee must make provisions to repay the Employer.

Sunny Faces also encourages qualifying staff members to participate in ECE or equivalent courses and or additional schooling that supports a staff member's desire to obtain their ECE diploma or degree. Any qualifying ECE or equivalent course within the staff's allotted dollar amounts will be paid upon presentation of a receipt and a passing grade.

Participation in or failure to attend professional development will be reflected on the Employee's evaluation. Sunny Faces Day Care will not pay for the following;

Ø Failed courses

Ø Absenteeism of a registered training workshop

If a staff member is scheduled to attend a workshop and does not show up, that staff member will be required to obtain the training on their own time and with their own out of pocket expenses.

Signed at the City of Toronto this 3/23/2023

FOR THE EMPLOYER

FOR THE UNION

DocuSigned by:  
*Lee-Ann Hand*  
152420EACD58448...

DocuSigned by:  
*R. Rossi*  
8EC450A2F-01A495...

DocuSigned by:  
*Cheryl Walker*  
4349C24-TFC82473...

DocuSigned by:  
*Tammy Blair*  
F238296FC3A6405...

## **Letter of Understanding #6 – Professional Development – Leave of Absence**

~between~

Sunny Faces Daycare Centre Inc

~and~

The Canadian Union of Public Employees  
and its Local 2484-20

Sunny Faces supports ongoing staff development and enhancement of individuals that will support their profession as Early Childhood Educators. As such, Sunny Faces Day Care will review requests for a leave of absence based on all of the following criteria;

- An Employee must be employed full time or part time (24 hours or more) with Sunny Faces Day Care for 4 (four) or more years
- Only 1 (one) Employee per site may be on a leave of absence per calendar year
- An Employee may only take 1 (one) leave of absence during their employment
- The leave of absence must be a minimum of 6 (six) months
- The leave of absence cannot be longer than 10 (ten) months if the Employee is working for a school board/taking courses tied to a school year, or up to one year if the leave is to work elsewhere.
- The leave of absence must fall between September – June if the Employee is working for a school board/taking courses tied to a school year, or for any start if the leave is to work elsewhere.
- If the Employee is working for a school board/taking courses tied to a school year The Employee must agree to work during March Break/spring break, PA Days (flexible), and Christmas Break and Summer (depending on the needs of the centre). Failure to work these days may result in immediate termination of the leave

All requests for professional leave of absences are approved by the Executive Director in conjunction with the Board of Directors. An Employee on a leave of absence is not paid. Hours worked during the above noted days will be paid at the Casual/Call centre rate of pay for the level that the staff is at (ECE or Non ECE).

Acceptable leaves of absences are; returning to school, professional development courses, short term volunteer/employment opportunities that enhance personal development and Professional skills building through alternate employment.

Please note that any authorized professional leave of absence is done so with the centres best interest in mind. If it is not feasible for the centre to cover a leave of absence or remain fiscally responsible during a leave of absence then a leave of absence will be denied.

**Signed at the City of Toronto this** 3/23/2023

**FOR THE EMPLOYER**

**FOR THE UNION**

DocuSigned by:  
*Lee Ann Hand*  
152420EACD56448...

DocuSigned by:  
*[Signature]*  
8EC450A2F01A495...

\_\_\_\_\_

DocuSigned by:  
*[Signature]*  
4349C241FC82473...

\_\_\_\_\_

DocuSigned by:  
*Tammy Blair*  
F238296FC3A6405...

\_\_\_\_\_

\_\_\_\_\_

## Letter of Understanding #7 – Benefit Continuation

~between~  
Sunny Faces Daycare Centre Inc  
~and~  
The Canadian Union of Public Employees  
and its Local 2484-20

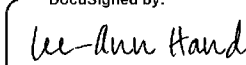
The parties agree that where an Employee who is to go on an authorized Leave of Absence elects, in accordance with Article 22 and 20.10 Professional Leave of Absence of this Collective Agreement, to pay either their portion or all of the benefit premiums, where applicable, shall do so in the following manner.

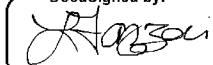
The Employee shall, before starting the approved leave, provide the Employer with Direct Debit banking forms to process the cost of the premiums.

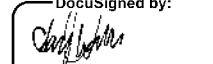
Signed at the City of Toronto this 3/23/2023

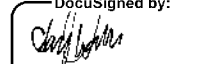
FOR THE EMPLOYER

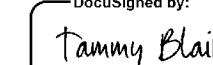
FOR THE UNION

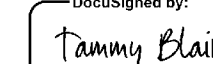
DocuSigned by:  
  
T62420EACD56448...

DocuSigned by:  
  
8EC450A2F01A495...

DocuSigned by:  
  
4349C241FC82473...

DocuSigned by:  
  
F236296FC3A6405...

DocuSigned by:  
  
F236296FC3A6405...

DocuSigned by:  
  
F236296FC3A6405...

## Letter of Understanding #8 – Community Of Practice

~between~  
Sunny Faces Daycare Centre Inc  
~and~  
The Canadian Union of Public Employees  
and its Local 2484-20

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

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

Signed at the City of Toronto this 3/23/2023

FOR THE EMPLOYER

FOR THE UNION

DocuSigned by:  
*Lee-Ann Hand*  
152420EACD56448...

DocuSigned by:  
*R. Hanzou*  
8EC453A2F01A193...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
*Cheryl...*  
4349C241FC82473...

DocuSigned by:  
*Tammy Blair*  
F238298FC3A8405...

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_