

COLLECTIVE AGREEMENT

- between -



**DEARHAM WOOD DAYCARE
(GUILDWOOD) INC.**

- and -

CUPE·SCFP : Canadian Union of Public Employees
: Syndicat canadien de la fonction publique

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5213-03**

EXPIRY: OCTOBER 31, 2028

Table of Contents

ARTICLE 1 – PREAMBLE.....	3
ARTICLE 2 – MANAGEMENT RIGHTS	3
ARTICLE 3 – RECOGNITION AND NEGOTIATIONS	4
ARTICLE 4 – NO STRIKES AND LOCKOUTS	6
ARTICLE 5 – NO DISCRIMINATION.....	6
ARTICLE 6 – CHECK-OFF OF UNION DUES.....	7
ARTICLE 7 – ACQUAINTING POTENTIAL EMPLOYEES.....	8
ARTICLE 8 – CORRESPONDENCE	8
ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS.....	8
ARTICLE 10 – GRIEVANCE PROCEDURE	10
ARTICLE 11 – ARBITRATION	12
ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE.....	14
ARTICLE 13 – SENIORITY	16
ARTICLE 14 – JOB POSTINGS AND STAFF CHANGES	18
ARTICLE 15 – LAYOFF AND RECALLS	19
ARTICLE 16 – HOURS OF WORK.....	20
ARTICLE 17 – OVERTIME	21
ARTICLE 18 – PAID HOLIDAYS AND VACATION.....	23
ARTICLE 19 – VACATIONS WITH PAY	23
ARTICLE 20 – SICK LEAVE	26
ARTICLE 21 – LEAVE OF ABSENCE	27
ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES	30
ARTICLE 23 – JOB DESCRIPTIONS AND PERFORMANCE EVALUATIONS	31
ARTICLE 24 – EMPLOYEE BENEFITS	31
ARTICLE 25 – HEALTH AND SAFETY.....	32
ARTICLE 26 – COLLEGE OF EARLY CHILDHOOD EDUCATORS AND LICENCE.....	33
ARTICLE 27 – PAID PROGRAMMING TIME.....	33
ARTICLE 28 – PROFESSIONAL DEVELOPMENT	34
ARTICLE 29 – CONTINUATION OF ACQUIRED RIGHTS	35
ARTICLE 30 – GENERAL	35
ARTICLE 31 – TERM OF AGREEMENT	36
SCHEDULE A – WAGES	37
LOU RE: Recent and Related Experience Wage Adjustment.....	40
LOU RE: Quarantine/Pandemic Response	41

ARTICLE 1 – PREAMBLE

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

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- 3) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union;
- 4) To maintain a high standard of care for children and promote their intellectual, physical and emotional development;
- 5) To encourage and promote co-operation and mutual support between child care workers and the Employer;
- 6) To encourage and promote the development of accessible, affordable, quality child care as a universal right for all parents and children.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employee be drawn up in a Collective Agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Select, hire, transfer, direct, classify, layoff, recall, promote, demote, retire and schedule Employees, assign duties, and select Employees for positions excluded from the bargaining unit;
- (c) Discharge, suspend or otherwise discipline non-probationary Employees and demote, discipline, suspend or discharge a probationary Employee;
- (d) Determine classifications, standards of performance, hours of work, work assignments, methods of doing work, the number of personnel required at any time, starting and ending times, the location of work, services to be performed and equipment to be used, job content, decide when overtime shall be offered; require medical examinations in accordance with the *Child Care and Early Years Act*, or as otherwise authorized by statute; and determine the extension, limitation, curtailing or cessation of operations of any part thereof;
- (e) Have the sole and exclusive jurisdiction over all operations, building and equipment, if applicable;
- (f) Make, enforce and alter policies, rules, practices, procedures and regulations to be observed by Employees; and
- (g) Take all steps to carry out the Centre's mandate to provide services to the community and to obtain funding to provide such services.

The Employer will exercise these rights in a manner that is non-arbitrary and non-discriminatory, and complies with the Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5213.03 as the sole and exclusive collective bargaining agent for all of its employees of Dearham Wood Daycare (Guildwood) Inc., in the City of Toronto, save and except supervisor, persons above the rank of supervisor.

The term “Employee” and “Employees” whenever used in this Collective Agreement shall mean only those persons described in the bargaining unit set forth in Article 3.01.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties, where performance of work is part of an academic program for students, where persons not in the bargaining unit provide training, in cases of emergency, and for the purposes of maintaining ratio in emergency situations under the *Child Care and Early Years Act*.

3.03 No Contracting Out of Bargaining Unit Work

The Centre will not contract out work that is currently performed by Employees in the bargaining unit, save and except, for circumstances where there is no bargaining unit member, ready, willing or able to perform said work or services.

For clarity, notwithstanding the terms of this Collective Agreement, the Union recognizes that the continuation of the Centre’s current usage of students, volunteers and temporary agency employees does not violate this Collective Agreement.

3.04 Bargaining Unit Employees

This Collective Agreement is fully applicable to all bargaining unit members referenced in Article 3.01, unless otherwise specified.

3.05 Union Security

As a condition of employment, all new Employees who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the Union within thirty (30) days of employment.

3.06 Definitions

Categories:

(a) Permanent Full-time Employees shall be defined as those employees scheduled to

work between twenty-eight (28) and forty (40) hours a week inclusive of break and meal times.

- (b) Permanent Part-time Employees shall be defined as those employees scheduled to work fewer than twenty-eight (28) hours a week.
- (c) Casual Employees shall be defined as those employees engaged by the Employer on an “on call” or “as needed” basis for such purposes as to relieve and/or assist Employees and who are not guaranteed hours. It is understood that Casual Employees may decline the offer of hours.
- (d) Probationary Employees shall be entitled to all rights and benefits of this Collective Agreement, save and except the just cause standard with respect to discipline and discharge of the Probationary Employee’s employment, and as otherwise indicated in this Collective Agreement.
- (e) Students shall be defined as students working in the Centre for the purposes of a placement through their academic program. Students are not employees of the Centre and are not covered by the terms of this Collective Agreement.
- (f) Contract Employees shall be defined as those employees who are hired for a fixed period to replace a full-time or part-time employee who is absent and/or to assist Employees at the Centre. Contract Employees will not be hired to permanently replace any Permanent Full-time or Part-time Employee positions.
- (g) Temporary Agency employees shall be defined as those employees of a third-party temporary agency, who are engaged by the Employer on an “on call” or “as needed” basis for such purposes as to relieve and/or assist Employees. Temporary Agency employees are not employees of the Centre and are not covered by the terms of this Collective Agreement.

Employee Positions:

- (a) Registered Early Childhood Educator (“RECE”) shall be defined in accordance with the *Child Care and Early Years Act* and the College of Early Childhood Educators of Ontario as a person who is a member of good standing with the College of Early Childhood Educators of Ontario.
- (b) Early Childhood Assistant (“ECA”) shall be defined as a person who holds:
 - i. A certification in Early Childhood Assistant from an Ontario College of Applied Arts and Technology; or
 - ii. Has one (1) or more years working experience with children in licensed group setting; or
 - iii. Is attending an Ontario College of Applied Arts and Technology or Degree Program in Early Childhood Education.

3.07 No Other Agreements

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

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

ARTICLE 4 – NO STRIKES AND LOCKOUTS

In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Collective Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial government laws and regulations

The word "strike" and the word "lockout" as used in Article 4.01 shall have the same meaning given to those words in the Ontario *Labour Relations Act, 1995*.

ARTICLE 5 – NO DISCRIMINATION

5.01 Discrimination

The Employer and the Union agree that neither shall discriminate in the employment of, and in the administration of this Collective Agreement, in a manner that violates the Ontario *Human Rights Code* with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, or any other prohibited ground protected by law.

5.02 Respectful Workplace

The Employer and Union jointly affirm that every Employee shall be entitled to a workplace free of workplace harassment, workplace sexual harassment and workplace violence, as defined by the *Occupational Health and Safety Act*.

"Workplace Harassment" is defined by the *Occupational Health and Safety Act* as "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome". This definition includes workplace sexual harassment.

"Workplace Sexual Harassment" is defined by the *Occupational Health and Safety Act* as

- "engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome"; or

- “making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know the solicitation or advance is unwelcome”.

The definition of Workplace Sexual Harassment includes the prohibitions on sexual harassment and sexual solicitation under the Ontario *Human Rights Code*.

“Workplace Violence” is defined by the *Occupational Health and Safety Act* as “the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker”.

The Employer shall have a workplace policy regarding disruptive workplace conflict and disrespectful behaviour in the Centre. The Employer shall engage with the Union Steward in the creation of this workplace policy and when revising this workplace policy in the future.

The Employer has a workplace policy regarding workplace harassment and the Employer, the Union and Employees hereby agree to adhere to such policy.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check off Payment

Deductions shall be made from the semi-monthly payroll, or the regularly scheduled payroll as established, and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all Employees from whose wages deductions have been made, dues remittance form provided by the Union, an electronic spreadsheet indicating pay period that the deductions cover, the Employee’s employment status, classification, regular earnings and hours worked. A copy of this list shall also be forwarded to the Secretary of the Local Union.

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

6.02 Dues Receipts

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

ARTICLE 7 – ACQUAINTING POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint newly hired Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the article dealing with the deduction of Union dues.

7.02 Notification of New Hires

- a) The Employer will make best efforts, prior to the commencement of employment, to notify the Unit Steward of the full name, position and employment status (e.g. full-time, part-time, or casual), start date and work location (if multiple sites) of all employees hired into the bargaining unit.
- b) At the time of hiring in the bargaining unit, each new Employee shall receive a letter stating their starting salary and classification, with a copy being sent to the Unit Steward. The Employee will also be advised of the Union and will be given a digital copy of the Collective Agreement.
- c) The new Employee shall be given an opportunity to be interviewed by their Union Steward or designated Union Representative within two (2) weeks of employment and shall allow the new Employee and Union Steward or designated Union Representative thirty (30) minutes to discuss Union Business at a time which shall minimize any disruption to the operation.

ARTICLE 8 – CORRESPONDENCE

- 8.01** All correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union, with copies to the Union Steward and the National Ontario Regional Office of the Canadian Union of Public Employees.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with the name of the Supervisor, as well as the names of the Centre's Board of Directors.

9.02 Union Bargaining Committee

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

9.03 Union Management Committee

There shall be a Union / Management Committee composed of two (2) employees representing the Union and one or more members of management to provide an opportunity for informal discussions of any matter which is of mutual concern to the parties. The Union / Management Committee shall meet as necessary at a time and place mutually agreeable to both parties. Either party may request the meeting. The party requesting the meeting shall supply an agenda to the other party prior to the meeting.

9.04 Function of Bargaining Team

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

9.05 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at time mutually convenient to the Employer and the Union. Access to the Employer's premises is subject to any Toronto District School Board's requirements and payment by the Union for access to the premises, if required.

9.06 Time Off for Meetings

While meetings will normally be held outside of working hours, any representatives of the Union and the bargaining team representatives, who are 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 provided that such meetings do not interfere with the operations of the Centre. Times and dates of meetings will be subject to the mutual agreement of the Employer and the Union.

9.07 Information to Union

Within twenty (20) calendar days of a request by the Union, the Employer shall make available to the Union Representative information regarding the Centre's annual operating budget made available to parents at the Annual General Meeting, job descriptions, any postings and information pertaining to benefit.

9.08 Education on the Job

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

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward. The Union Steward or Union Representative shall assist any Employee in the bargaining unit, in preparing and presenting their grievance in accordance with the grievance procedure.

10.02 Union Stewards

There shall be one (1) Union Steward and one (1) Alternate Union Steward for the Centre. The Union shall notify the Employer in writing of the names of the Union Stewards.

10.03 Permission to Leave Work

The Employer agrees that Union Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating issues or acting on behalf of the Union, as provided in this Article. The Union recognizes that each Union Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Collective Agreement, subject to first obtaining permission from their immediate supervisor. Therefore, no Union Steward shall leave their work without there being mutual agreement between the Employer and the Union Steward as to the Union Steward's departure.

10.04 Definition of a Grievance

A grievance shall mean a complaint or claim concerning unjust discipline or discharge, or a difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

10.05 Settling of Grievances

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

Complaint Step

The aggrieved Employee shall discuss their complaint with their immediate Supervisor within ten (10) working days after the occurrence of the circumstance giving rise to the complaint.

Step 1

If the complaint is not settled within ten (10) working days of the discussion, the aggrieved Employee or Union Steward will submit their grievance in writing to their immediate supervisor and provide a brief summary in writing explaining why the grievance is being escalated. The Supervisor shall provide their decision in writing within ten (10) working days after receipt of such grievance in writing.

Step 2

If the grievance is not settled at Step 1, the Union on behalf of the aggrieved Employee shall submit in writing and present the grievance to the Board of Directors within ten (10) working days of the receipt of the Supervisor's written decision or the time when such decision should have been received. The Board shall provide a written answer to the grievance to the Union within ten (10) working days of said meeting. Failing satisfactory settlement at Step 2, the grievance will move to Mediation.

Step 3, Mediation

The parties will use the services of a mediator prior to referring the grievance to Arbitration, unless the parties mutually agree in writing that Mediation should be skipped. The parties agree to share the costs of the Mediation.

Step 4

Failing satisfactory settlement being reached during Mediation or after Step 2 if Mediation is skipped, the Union may refer, in writing, the dispute to Arbitration.

10.06 Referral to Arbitration

If Arbitration of any grievance is to be invoked, the request shall be made in writing by either party within thirty (30) working days after the conclusion of Mediation or the date of the reply at Step 2 if Mediation is skipped.

10.07 Policy/Group Grievance

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

10.08 Union May Institute Grievances

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

10.09 Grievance on Health and Safety

An Employee or a group of Employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance at the Complaint step of the grievance procedure for preferred handling.

10.10 Replies in Writing

The grievances, decisions and answers referred to in Steps 1 to 4 of Article 10.05 shall be in writing.

10.11 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meeting, and where a permit is required by the lessor to use the facilities for the grievance meeting, the parties agree to evenly split the payment for such permit.

10.12 Grievance by Centre

Grievances instituted by the Supervisor and/or Board of Directors must be referred in writing to the Union within ten (10) working days of when the circumstances giving rise to the grievance became known to the Centre. The Union shall meet within ten (10) working days thereafter with the Supervisor and/or Board of Directors to consider the grievance and the Union shall provide its written response to the grievance within ten (10) working days of such meeting. Thereafter, the parties will use the services of a mediator prior to referring the grievance to Arbitration, unless the parties mutually agree in writing that Mediation should be skipped. The parties agree to share the costs of the Mediation.

If final settlement of the grievance is not completed within ten (10) working days of such meeting, either party may refer the grievance in writing to Arbitration. Such referral must be made no later than within the following thirty (30) working days. All the provisions of Article 10 apply equally to grievances by the Centre.

10.13 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or recognized holiday.

ARTICLE 11 – ARBITRATION

11.01 Sole Arbitrator

The Sole Arbitrator selected pursuant to Article 11 shall have the authority only to settle disputes under the terms of this Collective Agreement and only to interpret and apply this Collective Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Collective Agreement. For the sake of clarity, a Sole Arbitrator shall be the default pursuant to this Collective Agreement.

11.02 Selection of Arbitrator

The party referring the grievance to Arbitration shall propose, in writing, to the other party the names of three (3) individuals to act as the Sole Arbitrator. If the proposed individuals are unacceptable, the other party shall propose three (3) additional names for consideration. In the event that the parties cannot agree on an appointment after taking these steps, they may continue to exchange names or request an appointment by the Minister of Labour, pursuant to section 48(4) of the Ontario *Labour Relations Act, 1995*, as amended from time to time.

11.03 Sole Arbitrator Limits

The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Collective Agreement, nor to adjudicate any matter not specifically assigned to them by the notice to arbitrate specified in this Collective Agreement.

11.04 Arbitration Costs

Each party hereto shall bear its own costs of and incidental to any such Arbitration proceedings. The fees and charges of the Sole Arbitrator shall be borne equally by the two (2) parties hereto.

11.05 Grievance Procedure Requirements

The time limits specified in the Grievance and Arbitration procedures are mandatory and not merely directory, and may only be extended by mutual agreement between the Employer and Union, in writing.

11.06 Grievance Settlements and Decisions

A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties hereto, including the grievor, and shall not be subject to reopening by any party except by agreement in writing.

11.07 Composition of Board of Arbitration

The default mechanism for resolution under this Article is decision by Sole Arbitrator. Where the parties expressly agree in writing, a Board of Arbitration may be relied upon.

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 names of its nominee to a Board of Arbitration. Within ten (10) working days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Board of Arbitration. The two (2) appointees shall then meet to select an impartial chairperson.

11.08 Failure to Appoint

If the two (2) appointees fail to agree upon a chairperson within ten (10) days of their appointment, the appointment shall be made by the Ministry of Labour upon request of either party.

11.09 Board Procedure

The Board of Arbitration shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

11.10 Decision of the Board

The decision of the majority shall be the decision of the Board of Arbitration. If there is no majority decision, the decision of the chairperson shall be the decision of the Board

of Arbitration. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties and may not be changed. The Board of Arbitration shall not have the power to change this Collective Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.11 Disagreement on Decisions

Should the parties disagree as to the meaning of the Board of Arbitration's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board of Arbitration to clarify the decision.

11.12 Expenses of the Board

Each party shall pay:

- 1) the fees and expenses of the Arbitrator it appoints;
- 2) one-half (½) of the fees and expenses of the chairperson.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discipline & Discharge Procedure

A non-probationary Employee may be disciplined or discharged for just cause. Employees shall have the right to request a Union Steward be present at any meeting where discipline or discharge is issued. Any Union Steward or Employee involved in a disciplinary meeting with the disciplined Employee shall ensure that the matter remains confidential, with the exception of necessary disclosure to official Union Representatives. The Employer will provide the reasons for the discipline, in writing, at the time the discipline is given.

12.02 May Omit Grievance Steps

A claim by an Employee that they have been wrongfully or unjustly discharged or suspended such grievance shall be filed at Article 10.05, Step 2.

12.03 Burden of Proof

In cases where the Employee alleges unjust discipline (including unjust discharge), the burden of proof of just cause shall be in accordance with the determination of the Sole Arbitrator or Board of Arbitration, as applicable.

12.04 Verbal Notice

Where an Employee's work performance is concerned, as a first step in conveying the Employer's dissatisfaction with an Employee's work performance, the Employer or their authorized agent may censure an Employee through a verbal notice that may also

include a meeting to present the dissatisfaction and what is required to bring their work up to a required standard.

12.05 Written Notice

Where an Employee's work performance is a concern, as a second step in conveying an on-going concern regarding work performance, the Employer shall notify an Employee in writing of any expression of dissatisfaction, which may be detrimental to an Employee's advancement or standing or that may result in dismissal if such Employee fails to bring their work up to a required standard.

This notice shall include particulars of the work performance, which led to such dissatisfaction. If this written notice procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The Employee's reply to such notice shall become part of their record.

12.06 Interviews

Where an Employee is meeting with the Supervisor or any other representative of the Employer, for any reason that might result in discipline, the Union shall be notified by the Employer. The Employee shall have the right to request a Union Steward be present, and a steward or other representative of the Union shall be present, prior to commencing with the interview. The Employee shall maintain the right to decline that the union be present in the meeting or interview.

12.07 Personnel File

The Employer may maintain a personnel file for each Employee. Upon request, the Employee may review their personnel file in the presence of their supervisor provided that three (3) working days' notice has been given to the Supervisor. Complaints, letters of warning, letters of reprimand and letters of discipline and any documents related to a serious misconduct on file shall not be relied upon to advance discipline after two (2) years from the date the document for the serious misconduct was issued to the Employee. Complaints, letters of warning, letters of reprimand and letters of discipline and any documents on file related to any discipline other than for serious misconduct shall not be relied upon to advance discipline after eighteen (18) months from the date the document was issued to the Employee.

For clarification, this provision will be applied retroactively for Employees in the bargaining unit as of the date of ratification.

12.08 Crossing of Picket Lines During Strike

An Employee covered by this Collective Agreement shall have the right to refuse to cross a picket line or to handle struck work arising out of labour disputes. Failure to cross such a picket line or handle struck goods by a member of this Union shall not be considered a violation of this Collective Agreement, nor shall it be grounds for disciplinary action. Within twenty-four (24) hours of any announced strike, the Employee who exercises the right to refuse to cross a picket line or to handle struck work arising out of labour disputes

shall advise the Supervisor and/or their designate that they will be exercising this right. An Employee who is absent by reason of refusal to cross a picket line shall not be paid.

12.09 Political Action

No Employee shall be disciplined for participation in any political action(s) called by the Canadian Labour Congress, its affiliates or subordinate bodies, provided that such participation in any political action(s) does not harm the Centre's reputation, interfere with the Centre's ability to manage its operations, or renders the Employee unable to perform their duties satisfactorily.

12.10 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Full-Time Employees will accumulate seniority based on their date of hire. Part-time and Casual Employees will accumulate seniority based on hours worked.

13.02 Seniority List

The Employer shall maintain a seniority list showing the seniority date of each Employee. An up-to-date seniority list shall be sent to the Union in electronic format and posted within the Centre in January of every year. The seniority lists will be updated to the end of the last pay period prior to a job posting for the purpose of making appointments.

13.03 Probation for Newly Hired Employees and Trial Period for Promoted / Transferred Employees

(a) A newly hired Full-time Employee shall be on probation for 910 hours worked from the date of hiring. A newly hired Part-time or casual employee shall be on probation for 455 hours worked from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment. During the probationary period, the Employee shall be considered as being employed on a trial basis and may be disciplined and/or discharged without notice at the sole discretion of the Employer. The Employee shall not be entitled to grieve or arbitrate a discipline or discharge within the probationary period.

(b) An Employee who is promoted within the bargaining unit shall be placed on a trial period of 455 hours worked from the date they began the promoted or transferred position. After completion of the probationary period, the Employee shall be declared permanent in the promoted or transferred position. During the trial period, the Employee shall be considered to be employed in the promoted or transferred position on a trial basis. In the event the Employee proves unsatisfactory in the promoted or transferred position during the trial period, or if the Employee is unable to perform

the duties of the new job classification, they will be returned to a bargaining unit position, without loss of seniority.

The trial period may be extended for a period 175 hours worked by mutual agreement.

13.04 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

13.05 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of any leave of absence pursuant to the *Employment Standards Act, 2000*, as amended from time to time, or the *Workplace Safety and Insurance Act*, or an approved leave, except in the cases stated below.

An Employee shall lose all seniority rights if:

- (a) The Employee quits;
- (b) The Employee is discharged;
- (c) The Employee is laid off in excess of twenty-four (24) months;
- (d) The Employee fails to report for work for three (3) consecutive scheduled shifts without satisfactory explanation;
- (e) The Employee fails to return to work after recall within five (5) working days after notification by registered mail to him/her at his/her address on the records of the Employer requiring him/her to return to work;
- (f) An Employee fails to return to work immediately after the expiration of any leave granted to them;
- (g) An Employee uses a leave of absence granted to them for any purpose other than that which it was intended or granted;
- (h) An Employee accepts new gainful employment while on an authorized leave of absence, without first obtaining the consent of the Employer in writing;
- (i) The Employee retires;
- (j) The Employee is absent for sickness in excess of twenty-four (24) months. This provision shall not be enforced contrary to the *Ontario Human Rights Code*;
- (k) The Employee is without a license or is suspended by the College of Early Childhood Educators of Ontario, for twenty-four (24) months and holding this license or having good standing with the College of Early Childhood Educators of Ontario is required;
- (l) After a period of three (3) months, the Casual Employee does not perform any work.

ARTICLE 14 – JOB POSTINGS AND STAFF CHANGES

14.01 Job Postings

- (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall notify the Unit Steward in writing within five (5) working days. The job posting will be posted on a bulletin board for a minimum of five (5) working days so that all Employees will know about the vacancy or new position. The Union Representative will receive a copy of the job posting.

The Employer will advise the Unit Representative when the vacancy is filled.

- (b) Permanent Employees who are on an approved leave of absence shall be sent a posting by mail or email (if the Employee has chosen to provide an email address) on the same day that notice is posted in the workplace. It is understood that the Employer may fill the job on a temporary basis during the time the job is being posted and filled.
- (c) The Employer shall have the right to fill the vacancy or new position on a temporary basis using Casual Employees or Temporary Agency employees where there are no Full-time or Part-time Employees available or willing to fill the vacancy until the arrangements have been made to permit the successful applicant to be assigned to the vacancy or new position on a permanent basis. The Employer shall endeavour to fill the vacancy as soon as possible.

(d) Temporary Vacancies

Temporary vacancies anticipated being less than eight (8) weeks duration shall not be posted in accordance with this Article, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible or temporarily fill such a role in a manner which does not conflict with this Collective Agreement.

Internal employees who are transferred into a temporary vacancy will return to their previous position at the end of the contract. If that position no longer exists, they will be placed into another position in the same classification and same status of their previous position prior to taking contract, subject to articles 13.05 and 15.05.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, and salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Internal and External Postings

Internal and external postings may be posted concurrently. Outside applications for any advertised vacancy shall not be considered until such time as application of present Employees at the Centre have been fully processed in accordance with this Article. In the

event an internal applicant has the qualifications, relevant experience, skill and ability to do the job, the Employer must hire from within the bargaining unit.

14.04 Methods of Making Appointment Within Bargaining Unit

In making staff changes, transfers, or promotions or appointments from within the bargaining unit for bargaining unit positions, the Centre shall consider the following factors:

- a) The qualifications, relevant experience, skill, ability, of the Employee; and
- b) The seniority of the Employee.

When factor (a) is relatively equal as between two (2) or more Employees, then seniority shall be the determining factor.

14.05 New Classification

- (a) When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within five (5) working days, the Employer shall advise the Union of the rate.
- (b) If the Union challenges the rate of pay set by the Employer, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after receipt of notice from the Employer of such new position and rate. If the parties reach an agreement regarding the rate of pay, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate of pay.
- (c) If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration, as provided in this Collective Agreement, provided such referral is made within thirty (30) working days of such meeting.

ARTICLE 15 – LAYOFF AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force of ten (10) consecutive working days as a result of a lack of work.

15.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service.

Layoffs shall occur on a classification basis. Employees shall be laid off in the reverse order of their seniority, provided that the staffing is in compliance with the *Child Care and Early Years Act* and the remaining Employees have the qualifications to perform the work available in the classification.

15.03 Recall Procedure

Employees shall be recalled in order of their seniority except where a senior Employee opts not to accept a recall, and provided that the Employee has the qualifications to perform the work that is available and staffing is in compliance with the *Child Care and Early Years Act*.

15.04 No New Employees

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

15.05 Advance Notice of Layoff

(a) Unless legislation is more favourable to the Employees, the Employer shall notify Employees who are to be laid off ten (10) consecutive working days prior to the effective date of layoff.

(b) In the event of a closure, the Employer shall notify the Union and the Employees as far in advance as is possible and shall pay any entitlements to the Employee as required by the *Employment Standards Act, 2000*, as amended from time to time.

ARTICLE 16 – HOURS OF WORK

16.01 Regular Daily Hours

The Centre currently operates from 7:00 a.m., to 6:00 p.m., Monday to Friday. Reasonable efforts will be made to ensure the shifts are consecutive hours.

16.02 Paid Lunch Break

All Employees will be provided with a thirty (30) minute paid mealtime where five (5) or more consecutive hours are worked in a shift. Employees are not required to work five (5) hours before receiving a paid lunchbreak, and they may take their lunchbreak before completing five (5) hours of work.

16.03 Paid Rest Period

All Employees shall be given one (1) paid rest period of fifteen (15) minutes for every three (3) hours worked in a shift. All Part-time Employees are not required to work three (3) hours before receiving a paid fifteen (15) minute break and they may take a paid fifteen (15) minute break before completing three (3) hours of work. If an Employee does not receive their paid fifteen (15) minute break before the end of their scheduled shift for reasons unrelated to Article 16.04, then the Employer, in its discretion, will allow the Employee to leave fifteen (15) minutes before the end of their scheduled shift or will schedule the paid fifteen (15) minute break for another shift that is mutually agreeable to the Employer and Employee. Rest periods shall be scheduled within the Employer's discretion and in accordance with any ratio requirements.

16.04 Call Back or Call In

In the event there is an emergency which occurs when an RECE or ECA is on lunch or on their rest period, and they are required and requested by the Employer to assist during the emergency, they shall be provided with lieu time at their regular rate for the time the Employee assisted with the emergency, to be used on another day that is mutually agreeable between the Employer and the Employee, and they will be provided with the equivalent time to finish lunch or rest period at a later time during the day.

Employees, who regularly work more than three (3) hours a day and are called back to the Centre to work, either after their work day has ended, or on their day off, shall be paid three (3) hours at straight time, or the actual hours worked at straight time, whichever is greater.

If an Employee is called back to the Centre to assist with an emergency, either after their work day has ended, or on their day off during the emergency, the time spent attending to the emergency shall be considered time worked for the purposes of determining whether the overtime threshold has been met.

16.05 Staff Meetings / Room Meetings

An Employee who is not on vacation or on an authorized leave of absence and is required to attend the staff meeting occurring outside of their scheduled shifts in a day, shall receive pay at straight time for the time spent attending staff meetings between the hours of 7:00 a.m. and 6:00 p.m.

Where staff meetings/room meetings are held outside the hours of 7:00 a.m. and 6:00 p.m. and Employees are required to attend in person at the Daycare, they will receive a minimum of either three (3) hours of pay for attending such meetings or be given three (3) hours of lieu time. Where in person attendance is not required but the meeting is mandatory, Employees will be entitled to pay at straight time for time in attendance at the meeting.

The total time for the staff meetings and room meetings shall not exceed three hours on one occasion.

For clarity, where Employees are required to attend daycare events (ie Strawberry Festival, DWDC social events, etc) this will be considered as regular hours worked.

16.06 Inclement Weather

Where the Employer authorizes Employees to leave prior to the end of their regularly scheduled work day or not to report to work because of inclement weather, such Employees shall not suffer any loss of pay or benefits.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

Hours worked by the Employee in excess of forty-two (42) hours per week, including meals and rest periods, shall be considered overtime and be paid at the rate of one and one-half (1½) hours for each hour worked that is in excess of forty-two (42) hours per

week. At the Employer's discretion, an Employee may receive compensatory time off in lieu, which will be accrued at the rate of one and one-half (1½) hours for each hour worked that is in excess of forty-two (42) hours in any week.

17.02 Time Off in Lieu of Overtime

The paid time off shall be taken at a time mutually agreed to by the Employee and the Employer.

An employee may elect to receive time off in lieu instead of cash payment for overtime. This lieu time will be accrued at the overtime rate set out in Article 17.01.

Time off in lieu of overtime will be managed in accordance with the following procedure:

- a) The Employee must confirm whether they wish to elect for time lieu of overtime within the timesheet period during which the overtime was worked.
- b) The paid time off shall be taken at a time mutually agreed to by the Employee and the Employer.
- c) Lieu time shall be taken before the end of the month following the month in which the lieu time was accumulated. Lieu time not taken as outlined above shall be paid out by the end of the following month in which it was accrued.
- d) Any lieu time accrued but unused will be paid out on the last pay of December each year. No lieu time shall carry over into the next calendar year.
- e) Upon termination of employment, any outstanding accrued but unused lieu time shall be paid to the employee.

17.03 Late Pick up

Employees who are required to work beyond the scheduled closing time of the Centre as a result of a late parent, will not be deemed to have worked overtime. Employees who are required to work beyond 6:00 p.m. as a result of a late parent shall receive premium pay of ten dollars (\$10) for being required to work after 6:00 p.m. up until 6:15 p.m. Employees who are required to work after 6:15p.m. as a result of a late parent shall receive an additional ten dollars (\$10) of premium pay (total of \$20.00).

Where an Employee is required to work as a result of a late parent after 6:30 p.m., they will be provided with fifteen (15) minutes of lieu time. Where an Employee is required to work as a result of a late parent after 6:45p.m., they will be provided with another fifteen (15) minutes of lieu time. Lieu time will continue to be paid in fifteen (15) minute increments thereafter. Any premium pay owing as a result of a late parent shall be provided to the Employee on the next regularly scheduled pay date.

17.04 It is understood that there will be no duplication of any premium pay or pyramiding of premium pay under this Agreement.

ARTICLE 18 – PAID HOLIDAYS AND VACATION

18.01 The Employer recognizes the following ten (10) days as paid holidays:

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

Any other day declared as a statutory holiday under the *Employment Standards Act, 2000*, as amended from time to time, by the Provincial Government.

18.02 Holiday Shutdown

Subject to the Centre's operational requirements, the Employer in its discretion may close the Centre before the scheduled closing time New Year's Eve. The Employer agrees to close the Centre at 3:00 p.m. on Christmas Eve, subject to operational requirements.

18.03 Employee's Birthday Day

All Employees can request to use a vacation day, float day or paid lieu time to take time off on their birthday and such request shall not be unreasonably denied and will be granted subject to operational requirements.

18.04 Float Days

Employees will be entitled to one (1) day with pay per calendar year to be taken at a time mutually agreeable to the Employee and Employer and subject to operational requirements.

ARTICLE 19 – VACATIONS WITH PAY

19.01 Paid Vacation

All permanent full-time Employees who have completed the probationary period shall receive the following paid vacation in each vacation year:

- One (1) to fewer than eight (8) years of completed service – Fifteen (15) working days
- Eight (8) to sixteen (16) years of completed service – Twenty (20) working days
- More than sixteen (16) years of completed service – Twenty-five (25) working days

Part time and Casual Employees shall receive vacation pay as follows in each vacation year:

- 4% of gross annual earnings for fewer than five (5) years of completed service.
- 6% of gross annual earnings after five (5) years of completed service.
- 10% of gross annual earnings after ten (10) years of completed service.

A Full-time Employee with fewer than one (1) year of completed service shall be entitled to paid vacation time, which shall be pro-rated on the basis of one (1) year of service.

Where a Full-time Employee's employment ends, vacation pay entitlements will be calculated on the basis that vacation pay is accrued in each vacation year to the date of the termination/resignation. Where an Employee has taken more paid vacation than they would have otherwise accrued by the date of employment cessation, their final pay will be adjusted to reflect this deduction. Where an Employee has not yet taken the paid vacation they would have otherwise accrued to the date of their termination/resignation, they will be provided with these outstanding amounts.

The vacation year shall be the Centre's fiscal year in each year.

19.02 Vacation Pay on Retirement

On normal retirement, a permanent Employee shall be entitled to any earned vacation time up to the point of retirement from the Centre.

19.03 Vacation Period

The Employee may take vacation in an unbroken period for a minimum of ten (10) days, subject to the Employer's approval of such request by the Employee and such request will not be unreasonably denied.

19.04 Vacation Scheduling

The maximum number of Employees off at a time is one (1) per classroom. At the Employer's discretion, more than one (1) person per classroom may be off at the same time if operational requirements allow.

19.05 Requests for Vacation

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st. Vacation requests that are granted by the Employer will be granted in accordance with seniority, subject to operational requirements, such requests will not be unreasonably denied.

For vacations falling during the Christmas Holidays, vacation requests must be made no later than November 1st. The vacation schedule for this period will be posted by November 15th. Vacation requests that are granted by the Employer will be granted in accordance with seniority, subject to operational requirements, such requests will not be unreasonably denied.

For vacation requests falling between September to December and January to May, these requests that are granted by the Employer will be approved on a first come basis, subject to operational requirements, such requests will not be unreasonably denied. These vacation requests must be made within ten (10) working days of the date the requested vacation is to begin, and where the Employee is requesting an unbroken

vacation period of ten (10) or more days, these vacation requests must be made within twenty (20) working days of the date the requested vacation is to begin. Exceptions to this timeline can be made at the Employer's discretion. The Employer in its discretion shall grant vacation requests during March Break, subject to operational requirements, and such requests will not be unreasonably denied.

The Employer in its discretion shall determine the scheduling of vacation for Employees and whether to grant an Employee's vacation request and such request will not be unreasonably denied.

Once a vacation request is approved, an Employee cannot alter their approved vacation time, unless a request to do so is approved by the Employer.

19.06 Illness During Vacation

- (a) Sick leave may be substituted for vacation time where it can be established to the satisfaction of the Employer by the Employee that they experienced a serious illness or injury while on vacation such that they would have been unable to work.
- (b) The Employee may be required to provide a medical certificate indicating the Employee's medical limitations for the period of time the Employee is seeking to substitute vacation time for sick leave, in order for the Employer to assess whether sick leave can be substituted for vacation time.
- (c) It is understood that the Employer will reschedule the vacation time spent on approved sick leave due to serious illness or injury for a time mutually agreeable between the Employee and Employer and subject to the Centre's operational requirements.

19.07 Bereavement During Vacation

- (a) Bereavement leave may be substituted for vacation time where it can be established by the Employee to the satisfaction of the Employer that a death occurred while on vacation and the Employee is eligible for bereavement leave set out in Article 21.02 while on vacation.
- (b) It is understood that the Employer will reschedule the vacation time spent on approved bereavement leave for a time mutually agreeable between the Employee and Employer and subject to the Centre's operational requirements.

19.08 Maximum Carry-Over of Vacation

In the Employer's discretion, an Employee may carry over a maximum of five (5) unused paid vacation days to the following year. Granting and scheduling of such vacation carry over is at the discretion of the Employer. A Probationary Employee will not be permitted to carry over any unused vacation from any previous vacation year to the following year.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay due to illness or injury or to care for the Employee's partner, dependent children, dependent sibling or parent dependent on the Employee for care or partner's parent dependent on the Employee for care, who is ill or injured.

20.02 Sick Leave during Leave of Absence

When an Employee is approved for a leave of absence for any reason, or is temporarily laid off on account of lack of work and returns to work upon expiration of such leave of absence, they shall not accrue sick leave credit for the period of such absence, with the exception of pregnancy/parental leave, but shall retain their cumulative credit, if any, existing at the time of such leave or temporary lay-off.

20.03 Sick Leave Record

Any Employee is to be advised, upon request, of the amount of sick leave accrued to their credit.

20.04 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact as soon as possible, but no later than at 4 pm the day prior to the scheduled shift. This requirement may be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control. In these circumstances, the Employee must notify the Employer of their absence as soon as possible.

20.05 Amount of Sick Leave

Full-time employees shall earn sick leave on the basis of 1 (one) day for every completed month of service, Part-time Employees shall earn sick leave on the basis of 3 hours for every completed month of service. Sick leave shall be cumulative to a maximum of 30 (thirty) working days. Any unused portion of sick leave will not be paid out should an Employee's employment be terminated or an Employee resign from employment.

20.06 Medical Documentation

Upon request by the Employer, in its discretion, an Employee may be required to provide a medical certificate certifying the Employee was unable to carry out their duties due to illness or injury and/or is fit to return to work following four (4) consecutive working days of illness or injury. The Employer, in its discretion, may waive any requirement to provide a medical certificate. The Employer agrees to pay the fees for such medical certificates that have been requested by the Employer arising from the Employee taking sick leave in accordance with Article 20. The Employee shall pay the fees for any medical examinations or certificates required by any insurer pursuant to any insured benefit plan.

20.07 Medical Care

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Permission will not be unreasonably withheld provided adequate notice is given to the Employer in advance where able to do so.

20.08 Return to Work/Modified Work

The Employer and the Union are jointly committed to meeting its statutory obligations to re-integrate Employees back into the workplace who have been absent from work due to injury or illness. If the Employee requires modified work, a joint and confidential meeting of the Supervisor or their designate, and Unit Chair of the Local or their designate will be held with each returning Employee to discuss and create a reintegration plan and modified work.

20.09 Leave of Absence for E. I. Sickness Benefits

The Employer shall continue to contribute its share towards the cost of the premium for the Employee's benefit plan when a permanent Employee who is absent from work while on E.I. Sickness Benefits. The Employer shall continue to contribute its share towards the cost of the premium for the Employee's benefit plan for no more than six (6) months from the beginning of when the permanent Employee commenced a leave of absence while on E.I. Sickness Benefits.

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Negotiation Pay Provisions

It is recognized for the purposes of future negotiations for the renewal of the Collective Agreement that the Employees who are members of the Union Negotiating Committee shall not suffer loss of pay for hours spent in negotiations during normal daytime working hours.

21.02 Bereavement Leave

- (a) In the event of death of an Employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the Employee shall be entitled to leave of absence without loss of pay for up to ten (10) consecutive days.
- (b) In the event of death of an Employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employee shall be entitled to leave of absence without loss of pay for up to five (5) consecutive days.
- (c) In the event of death of an Employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or first cousin, the Employee shall be entitled to leave of absence without loss of pay for up to two consecutive (2) days.

- (d) In the event that an Employee will have to travel over 500 km to attend the funeral, they will be entitled to one (1) additional unpaid day for travel.

21.03 Jury or Court Witness Duty

The Employer shall grant a leave of absence without loss of seniority to an Employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an Employee the difference between their regular earnings and the payment they receive for jury or witness service for up to two (2) weeks. Thereafter, the Employer shall pay such an Employee the difference between half of their regular earnings and the payment they receive for jury or witness service for up to an additional two (2) weeks. The Employee will present sufficient proof of service and the amount of pay received, and shall not suffer any loss to benefits or seniority.

Time spent by an Employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate. Only the time actually spent by an Employee testifying as a court witness in a matter arising out of their employment shall count as time worked for overtime purposes and any other time spent by an Employee serving as a court witness in a matter arising out of their employment shall not count as time worked for overtime purposes or be considered overtime.

21.04 General Leave

An Employee may request a leave of absence without pay and benefits, without accrual of seniority and without loss of seniority. Seniority shall not accrue for the duration of this leave. A request for this leave must be made in writing eight (8) weeks prior to the start of the requested leave. This leave is subject to approval by the Employer, which shall be given in its discretion. Only one (1) Employee may take a General Leave at a time.

21.05 Leave of Absence for Union Functions

Upon approval of the Employer, an Employee elected or appointed to represent the Union at a convention, conference, forum, workshop, school or other function, shall be allowed leave of absence with pay and benefits. An Employee is required to provide written request for this leave at least two (2) weeks before the date this leave is to commence. The Union shall reimburse the Centre for the pay and benefits paid to the Employee who takes such leave. Reimbursement will be provided to the Employer by the Union within ten (10) working days of the Union's receipt of an invoice from the Employer. Such leave shall be limited to a total of fifteen (15) calendar days per calendar year.

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

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and benefits and without loss of seniority so that the Employee may be a candidate in federal, provincial or municipal elections.

- (b) An Employee who is elected to public office shall be allowed leave of absence without pay and benefits, and without loss of seniority during their term(s) of office.
- (c) An Employee who is elected for a full-time position with the Union, or with whom the Union is affiliated, shall be granted leave of absence without pay and benefits, but with no loss of seniority for a period of one (1) year. At the Employer's discretion, such may shall be renewed each year, upon request. Only one (1) Employee shall take a leave of absence for full-time union duties at a time.

21.07 Pregnancy and Parental Leave

Upon request by the Employee, the Employer shall grant Pregnancy and Parental Leave to the Employee in accordance with and as required by the *Employment Standards Act, 2000*, as amended from time to time.

An Employee who is approved for Pregnancy Leave may take up to seventeen (17) weeks' Pregnancy Leave, without pay. An Employee who is approved for Parental Leave and is a birth mother may take up to sixty-one (61) weeks' Parental Leave, without pay, and any other Employee (who is not a birth mother) who qualifies for Parental Leave may take up to sixty-three (63) weeks' Parental Leave, without pay. During Pregnancy and Parental Leave, full seniority shall continue to accrue, vacation and sick time will continue to accrue, and the Employer shall continue to contribute its share towards the cost of the premium for the Employee's benefit plan.

Pregnancy/Parental Leave Employment Insurance Top Up

- For the first week waiting period the Employer will pay the Employee sixty (60%) percent of the Employee's wages.
- For the next fifteen (15) weeks the Employer will pay the Employee the difference between the E.I. benefit and sixty-five (65%) of the Employee's wage, which shall be calculated and paid on regular scheduled payroll.

Upon return from such leave, the Employee shall be placed in their pre-Leave position, if it still exists, or a comparable position, if it does not exist.

21.08 Domestic or Sexual Violence Leave

The Employer agrees to recognize that Employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an Employee who is the survivor of sexual or domestic violence, will not be subject to discipline if the absence or performance issue is the result of the abusive or violent situation. Upon request by the Employee, the Employer will grant Domestic or Sexual Violence Leave to the Employee in accordance with the *Employment Standards Act, 2000*, as amended from time to time. Employees who are approved by the Employer to take Domestic or Sexual Violence Leave may take such a leave for as long as permitted by the *Employment Standards Act, 2000*, as amended from time to time. Employees who have been granted Domestic or Sexual Violence Leave will be entitled to pay for up to three (3) weeks of this leave. Employees may take this leave in half days or full days, and this leave cannot be taken in less than half day increments.

21.09 Family Caregiver Leave

Upon request by the Employee, Family Caregiver Leave shall be granted by the Employer in accordance with the *Employment Standards Act, 2000*, as amended from time to time. Employees who are approved by the Employer to take Family Caregiver Leave may take an unpaid leave of up to eight (8) weeks to care for a family member for whom Family Caregiver Leave may be taken, as set out under the *Employment Standards Act, 2000*, as amended from time to time. This leave is in addition to all other existing leave provisions in the Collective Agreement. Employees may take this leave in half days or full days, and this leave cannot be taken in less than half day increments. During Family Caregiver Leave, full seniority shall continue to accrue, sick and vacation will continue to accrue, and the Employer shall continue to contribute its share towards the cost of the premium for the Employee's benefit plan. On return from this leave, Employees will be placed in their pre-leave position, if it exists, or a comparable position, if the pre-leave position no longer exists.

21.10 Leave for ECE Placement

An Employee shall be entitled to leave of absence without pay to write examinations to upgrade their employment qualifications pertinent to present employment. Employees who have completed their probationary period will be granted leave of absence without pay and benefits, but without loss of seniority, for a maximum of two (2) week sessions, for ECE field placements.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

For Employees, the Employer shall pay wages, on a bi-weekly or bi-monthly pay cycle as determined by the Employer, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay statement, each Employee shall be provided with an itemized statement of their earnings for the pay period, overtime, union dues, taxable health benefits, and other supplementary pay and deductions.

Payment will be done via direct deposit upon agreement of the Centre and Employee.

22.02 Rate of Pay on Promotion or Reclassification

An Employee assigned, promoted or reclassified to a higher paying position shall receive the rate of pay and benefits from the first day that they perform that job.

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

22.03 Designate in Charge

When an Employee is assigned to act as a designate in charge in the absence of the Supervisor and the Assistant Supervisor, they shall receive an additional two dollars (\$2.00) per hour while they are acting in this role.

ARTICLE 23 – JOB DESCRIPTIONS AND PERFORMANCE EVALUATIONS

23.01 Job Descriptions and Performance Evaluations

Job Descriptions

The Employer agrees to discuss with Employees about their current job descriptions. Job descriptions for all bargaining unit positions shall include qualifications, required knowledge, education, skills and duties. Any new job descriptions established after this Collective Agreement comes into effect shall be presented and discussed with the Union and shall become the recognized job descriptions, unless the Union presents written objections within thirty (30) days.

It is further understood and agreed that such job description(s) shall not form part of the Collective Agreement.

Performance Evaluations

An annual performance evaluation of each Employee shall be completed by the Supervisor and discussed with the Employee. Evaluations will be solely for the purpose of providing an Employee with feedback and develop goals to establish a plan to work on areas identified. A written copy of the evaluation, signed by the Employee and the Supervisor, shall be included in the Employee's personnel file.

23.02 No Elimination of Present Classifications

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

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 Change of Carriers

It is understood that the Employer may, in its discretion and at any time, change the insurance carrier for any insured benefit plan or change any of the insured benefit plans, provided the level of benefits remains comparable as laid out in Policy Number RWAM Benefits Group #9866-1-A. The Employer shall notify the Union of changes to the insurance carrier or insured benefit plans. Upon request by the Union, the Employer shall provide to the Union with full specification of the insured benefit plans contracted for and in effect for Employees covered herein.

The insured benefit plans shall not form part of this Collective Agreement.

24.02 Master Policy

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

24.03 Benefit Premiums

All permanent full-time Employees will be eligible for any insured benefits plan, in effect from time to time, after completing the probationary period. The Employer agrees to pay its current portion of the cost of the premium for any insured benefits plan, in effect from time to time, for each permanent full-time Employee who has completed their probationary period and the insurer will be responsible for administering the plan. Upon request by the Employee, the Employer will make efforts to help the Employee contact the insurer when an Employee is having difficulty with contacting the insurer and there is a dispute between the Employee and the insurer.

24.04 WSIB

All Employees will be covered by the Workplace Safety and Insurance Board.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Health and Safety Clothing and Equipment

The Employer shall provide all Employees with any protective equipment and protective clothing required by Toronto Public Health or any other applicable public health agency. These shall be maintained and replaced, where necessary, at the Employer's expense.

25.02 Right to Refuse and No Disciplinary Action

In addition to any right pursuant to the *Occupational Health and Safety Act*, no Employee shall be discharged, penalized or disciplined for refusing to work in their job or at the Centre or to operate any equipment where they reasonably believe that it would be unsafe or unhealthy for themselves, their unborn child, children in care, or where it would be contrary to applicable Provincial or Municipal health and safety legislation or regulations. There shall be no loss of pay or seniority when the Employer or Supervisor first investigates the allegedly unsafe work in the presence of the Employee and the Health and Safety Representative. Where an Employee continues to refuse to work after the completion of the first investigation and the continued refusal is based on reasonable grounds of unsafe work, the Employee shall not be paid, not receive benefits or have seniority accrue for this period of work refusal.

25.03 Right to Monitor and Inspect

At the Employer's discretion and subject to operational requirements, a Union Representative or their designate, of the Health and Safety Committee, who is in attendance at work as scheduled, may participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours. Upon request by the Union, the Employer shall grant access to reports by government inspectors after health and safety inspection tours of the Centre.

25.04 Injury Pay Provisions

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

of the shift at their regular rate of pay, without deduction from sick leave credits, unless a doctor or nurse states that the Employee is fit for further work on that shift.

25.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident during their working hours shall be at the expense of the Employer.

ARTICLE 26 – COLLEGE OF EARLY CHILDHOOD EDUCATORS AND LICENCE

26.01 Employer to Comply

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

26.02 Leave/Lay-off During Appeal

Should an Employee be denied a license or be suspended by the College of Early Childhood Educators for a period of up to three (3) months, the Employee shall be placed on a leave of absence, at the Employers’ discretion, and this leave of absence shall be without pay or benefits and without accrual of seniority. During this leave, the Employee’s position may will-be posted and filled on a temporary basis. If the Employee’s license is reinstated by the College of Early Childhood Educators during those three (3) months period, the Employee shall be returned to their former position or an equivalent position, at the Employer’s discretion.

26.03 Payment for Cost of License

The Employer shall compensate Employees who are registered ECEs for one hundred percent (100%) cost of the annual license with the College of Early Childhood Educators. This compensation will only be available to Employees who have completed their probationary period. Employees shall provide proof of payment and registration to the Supervisor.

26.04 Child/Staff Ratios

The Employer agrees to abide by the *Child Care and Early Years Act*, as a minimum standard, for the ratio of staff to children at the Centre.

ARTICLE 27 – PAID PROGRAMMING TIME

27.01 Program and Prep Time

- (a) An Employee or their designate as authorized by a Supervisor, whose duties and responsibilities include programming for a classroom, will be allowed the equivalent of one (1) hour per instructional day in each month, subject to the operational needs of the Centre.
- (b) Reasonable efforts will be made to provide the above Employee, or their designate as authorized by a Supervisor, with up to two (2) hours in each week for non-instructional weeks.
- (c) Programming during non-instructional days will be subject to the Employer's discretion.

ARTICLE 28 – PROFESSIONAL DEVELOPMENT

28.01 Leave and Cost for Professional Development

- a) Ontario Regulation 137/15 requires the Centre to have a program for children at the Centre that supports Employees in relation to continuous professional learning.
- b) Where approved or directed by the Employer, a permanent full-time Employee may spend up to three (3) working days per calendar year to engage in the professional development activities set out in Article 28.01(c) on days approved by the Employer. Permanent part-time employees will be entitled to one (1) working day. The days referenced in this paragraph (b) may also be used for any mandatory workshops or training required by the Employer. In the Employer's discretion, the cost of engaging in the activities set out in Article 28.01(c) may be reimbursed up to a total maximum of \$500.00 for full-time and \$250.00 for part-time Employees, provided that the Employer approved, in its discretion, the cost to be reimbursed before being incurred. The days referenced in this paragraph (b) may not be carried forward to subsequent years. In the Employer's discretion, an Employee may be granted additional working days without pay, for the purpose of engaging in the activities set out in Article 28.01(c), in the Employer's discretion.
- c) As approved or directed by the Employer, the time set out in Article 28.01(b) can be used to participate in the following professional development activities: workshops offered by the City of Toronto, the Toronto District School Board, Toronto Public Health, community colleges or universities, and other activities, such as conferences, webinars, seminars, e-learning and any other training, which is related to the field of early childhood education.
- d) Employees who participate in the activities referenced in Article 28.01(c) will prepare a report for presentation at a staff meeting and/or Board of Directors meeting, as directed by the Employer.

28.02 Vulnerable Sector Check

The Employer will be limited to requiring any record checks that are mandated by applicable legislation. The Employer shall incur all costs of the vulnerable sector check required by the *Child Care and Early Years Act*.

28.03 First Aid/Cardiopulmonary Resuscitation Training

The Employer will cover the cost of first aid/cardiopulmonary resuscitation training for all Employees required to take the course will do so on paid time. The Employer will organize the training and provide the space.

An Employee who misses the first aid/cardiopulmonary resuscitation training arranged by the Employer shall be responsible for arranging to attend and for the costs of obtaining first aid/cardiopulmonary resuscitation training outside of regular working hours. This is in addition to the resources set out in Article 28.01 Leave and Cost for Professional Development. An Employee who misses the first aid/cardiopulmonary resuscitation training arranged by the Employer will be paid the hours equal to the length of the group training missed at their regular rate once proof is provided satisfactory to the Employer that the Employee has attended first aid/cardiopulmonary resuscitation training outside of regular working hours.

ARTICLE 29 – CONTINUATION OF ACQUIRED RIGHTS

29.01 Continuation of Acquired Rights

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

ARTICLE 30 – GENERAL

30.01 Bulletin Board(s)/Communication

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

30.02 Extra Funding for Child Care

In the event that the City of Toronto, Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, specifically targeted to enhance/upgrade the salaries of all Employees, the Employer will make every reasonable efforts to apply for those funds. Nothing in this paragraph mandates the Employer to apply for or secure extra funding provided by the City of Toronto, Provincial Government or any other funding agency. Where the Employer does not apply for or secure extra funding provided by the City of Toronto, Provincial Government or any other funding agency, it shall not be a breach of this Collective Agreement.

30.03 Letter of Employment

On termination of employment for any reason, the Employer shall provide a letter of employment, stating the Employee's length of service, job title and responsibilities, upon request.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Duration

- (a) This Collective Agreement shall be binding and remain in effect from November 1, 2024 to October 31, 2028 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period 90 days before the agreement ceases to operate.
- (b) The Union and Employer shall make every effort to exchange proposals and begin the Collective Bargaining process by September 30 of the year preceding the year to which the Collective Agreement will apply.
- (c) Both parties agree to evaluate the above timelines after the negotiation of the next collective agreement.

31.02 Changes in Collective Agreement

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

Schedule A – Wages

New Employees hired into the RECE or ECA position may be placed upon the wage grid step that reflects their recent and related experience working as an ECA or RECE for ECA employees or as RECE for RECE employees in a regulated childcare centre. Each completed year of recent and related experience will be credited as one annual service increment for placement on the wage grid. Casual employees will not be eligible for consideration for this wage grid adjustment.

Evidence of related experience must be provided that is satisfactory to the Employer, at its sole and exclusive discretion. Satisfactory evidence must be provided by no later than within 30 days of hire, and the Employer is not required to adjust the new Employee’s wage until satisfactory evidence has been provided.

November 1, 2024 - 3% + 1.5% Step increase on anniversary date
 November 1, 2025 - 1.5% + 1.5% step increase on anniversary date
 November 1, 2026 – 1.5% + 1.5% step increase on anniversary date
 November 1, 2027 – 1.5% + 1.5% step increase on anniversary date

November 1, 2024:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Early Childhood Assistant	\$21.63	\$21.96	\$22.28	\$22.62	\$22.96	\$23.30
Registered Early Childhood Educator	\$24.72	\$25.09	\$25.47	\$25.85	\$26.24	\$26.63
Assistant Supervisor	\$27.81	\$28.23	\$28.65	\$29.08	\$29.52	\$29.96

November 1, 2025:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Early Childhood Assistant	\$21.96	\$22.29	\$22.62	\$22.96	\$23.31	\$23.66
Registered Early Childhood Educator	\$25.09	\$25.47	\$25.85	\$26.24	\$26.63	\$27.03
Assistant Supervisor	\$28.23	\$28.65	\$29.08	\$29.52	\$29.96	\$30.41

November 1, 2026:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Early Childhood Assistant	\$22.29	\$22.62	\$22.96	\$23.31	\$23.66	\$24.01
Registered Early Childhood Educator	\$25.47	\$25.85	\$26.24	\$26.63	\$27.03	\$27.44
Assistant Supervisor	\$28.65	\$29.08	\$29.52	\$29.96	\$30.41	\$30.86

November 1, 2027:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Early Childhood Assistant	\$22.62	\$22.96	\$23.30	\$23.65	\$24.01	\$24.37
Registered Early Childhood Educator	\$25.85	\$26.24	\$26.63	\$27.03	\$27.44	\$27.85
Assistant Supervisor	\$29.08	\$29.52	\$29.96	\$30.41	\$30.86	\$31.33

Dated at Toronto, Ontario this _____, 2024.

For the Union (Local 5213-03):

For the Employer:


Heath McTay (Nov 23, 2024 16:48:51)


Erin Miller (Nov 21, 2024 19:20 EST)


Iraj Khan (Dec 15, 2024 12:36 EST)


Jessica Finlay (Nov 22, 2024 14:42 EST)


Chelsea Khan (Dec 22, 2024 13:49 EST)


Clea Lang (Nov 23, 2024 10:34 EST)

LETTER OF UNDERSTANDING # 1

Re: Recent and Related Experience Wage Adjustment

Current Full-Time and Part-Time Employees may be placed upon the wage grid step that reflects their recent and related experience working as an ECA for ECA employees and an RECE for RECE employees in a licensed childcare centre. Each completed year of recent and related experience will be credited as one annual service increment for placement on the wage grid.

Casual employees will not be eligible for consideration for this wage grid adjustment.

Evidence of related experience must be provided that is satisfactory to the Employer, at its sole and exclusive discretion. Satisfactory evidence must be provided by no later than within 60 days of ratification, and the Employer is not required to adjust the new Employee's wage until satisfactory evidence has been provided.

Only recent related experience accumulated prior to commencement of the current period of employment with the Employer will be evaluated for the purpose of advancement on the salary grid. For clarity, current/ongoing experience and/or time worked with DWDC will not be considered pursuant to this LOU.

Dated October 25, 2024

For the Union


Scott Murray (Nov 23, 2024 12:48 EST)


Iraj Khan (Dec 15, 2024 12:36 EST)


Chelsea Khan (Dec 22, 2024 13:49 EST)

For the Employer


Erin Miller (Nov 21, 2024 19:20 EST)


Jessica Finlay (Nov 22, 2024 16:42 EST)


Clea Lang (Nov 23, 2024 10:34 EST)

LETTER OF UNDERSTANDING


Re: Quarantine/Pandemic Response

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:


1. One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the Ontario Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the *Emergency Management and Civil Protection Act* which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above;
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations. If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied. The parties agree that:
 1. The Employer is committed to continuing to work cooperatively with the Union in a fair and timely manner.
 2. The Employer shall ensure that the designated Worker Health and Safety Representative is be engaged in a manner consistent with the *Occupational Health and Safety Act* (OHSA).
 3. The Employer agrees to explore relevant government subsidy programs available.
 4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

Dated October 25, 2024

For the Union


Heather Murray (Nov 23, 2024 18:48 EST)


Iqbal Khan (Nov 15, 2024 12:36 EST)


Chelsea Khan (Dec 22, 2024 13:49 EST)

For the Employer


Erin Miller (Nov 21, 2024 19:20 EST)


Jessica Finlay (Nov 22, 2024 14:02 EST)


Clea Lang (Nov 23, 2024 0:34 EST)