

COLLECTIVE AGREEMENT

Between

**PROGRESS CHILDCARE (SCARBOROUGH) INC.
(Hereinafter called the "Employer")**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
And its LOCAL 2484-29
(Hereinafter called the "Union")**

TERM:

JANUARY 1, 2022-DECEMBER 31, 2024

TABLE OF CONTENTS

TABLE OF CONTENTS2

ARTICLE 1 – PURPOSE4

ARTICLE 2 - RECOGNITION4

ARTICLE 3 - MANAGEMENT RIGHTS4

ARTICLE 4 - TYPES OF EMPLOYEES WORKING FOR THE EMPLOYER5

ARTICLE 5 - NO DISCRIMINATION.....7

ARTICLE 6 - UNION MEMBERSHIP.....7

ARTICLE 7 - CORRESPONDENCE.....8

ARTICLE 8 - UNION COMMITTEE.....8

ARTICLE 9 - NO STRIKES OR LOCKOUTS9

ARTICLE 10 - GENERAL GRIEVANCE PROCEDURE.....9

ARTICLE 11 - ARBITRATION13

ARTICLE 12 - PERSONNEL FILES.....15

ARTICLE 13 - SENIORITY15

ARTICLE 14 - HOURS OF WORK22

ARTICLE 15 - PAID REST PERIODS23

ARTICLE 16 - HOLIDAYS24

ARTICLE 17 - VACATIONS.....25

ARTICLE 18 - LEAVE OF ABSENCE - UNION OR PERSONAL LEAVE27

ARTICLE 19 - SICK LEAVE30

ARTICLE 20 - BEREAVEMENT LEAVE.....34

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE.....35

ARTICLE 22 - WAGES.....35

ARTICLE 23 – TRANSFERS36

ARTICLE 24 - GROUP INSURANCE PLAN.....36

ARTICLE 25 - NEW JOBS39

ARTICLE 26 - HEALTH AND SAFETY40

ARTICLE 27 – MISCELLANEOUS40

ARTICLE 28 - BULLETIN BOARD.....42

ARTICLE 29 - GENERAL42

ARTICLE 30 – DISCIPLINE PROCEDURE.....43

ARTICLE 31 – STAFF MEETINGS OUTSIDE REGULAR WORKING HOURS.....44

ARTICLE 32 – TIME OFF OVER CHRISTMAS44

ARTICLE 33 - MODIFICATION.....45

ARTICLE 34 - DURATION 45
LETTER OF UNDERSTANDING #1 47
LETTER OF UNDERSTANDING #2 48
..... 48
LETTER OF UNDERSTANDING #3 49
LETTER OF UNDERSTANDING #4 50
LETTER OF UNDERSTANDING #5 51
LETTER OF UNDERSTANDING #6 51
LETTER OF UNDERSTANDING #7 53
LETTER OF UNDERSTANDING #8 54
LETTER OF UNDERSTANDING #9 55
LETTER OF UNDERSTANDING #10 56
LETTER OF UNDERSTANDING #11 57
LETTER OF UNDERSTANDING #12 59
LETTER OF UNDERSTANDING #13 60
LETTER OF UNDERSTANDING #14 61
SCHEDULE 'A' 62

ARTICLE 1 – PURPOSE

1.01 The purpose of this Collective Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by the Collective Agreement through the Union, to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer’s business without interruption or interference with work during the life of the Collective Agreement and to provide fair wages, hours and working conditions for the employees. It is recognized by this Collective Agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Progress Childcare (Scarborough) Inc. in the City of Toronto save and except Supervisors, persons above the rank of Supervisor, office, clerical and casual employees.

2.02 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit, without the proper authorization of the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the business and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency, and, in connection therewith to make, alter and enforce, from time to time, reasonable rules and regulations, reasonable policies and practices to be observed by its employees, discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge by an employee who has completed her probationary period may be the subject of a grievance and dealt with as hereinafter provided;

- b) select, hire, transfer, assign, retire according to the retirement policy (i.e. at age 65), direct, promote, demote, classify, layoff or recall employees from a layoff, and select employees for positions excluded from the bargaining unit;
- c) determine, in the interest of the efficient operation and highest standard of service, the number of personnel required at any time, the hours of work, starting and quitting time; work assignments; working schedules; methods of doing the work; the location of work; the subcontracting of work; the number of shifts; the functions to be performed and the methods, procedures and equipment to be used; job content, quality and quantity standards; hygiene standards; dress standards; the qualifications of an employee to perform any particular job; use improved methods and equipment; determine when overtime shall be worked and require employees to work overtime; and require medical examinations if required; and
- d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.
The Employer agrees that it will not exercise its functions in an arbitrary or discriminating manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 4 - TYPES OF EMPLOYEES WORKING FOR THE EMPLOYER

4.01 a) Full-time Employees

All employees, other than regular part-time employees as defined in (B) below, students as defined in (C) below, casual employees defined in (D) below and temporary employees defined in (E) below, who are hired to work up to eight (8) hours per day exclusive of meal periods, up to five (5) days per week for a total of forty (40) hours per week. Full-time employees are covered by the terms of this Collective Agreement, unless otherwise specified. If there is a conflict as to whether a provision in the Collective Agreement applies to full-time employees, if it is specifically stated that the provision does not apply to full-time employees, then that provision does not apply, notwithstanding anything that may be to the contrary in the Collective Agreement.

b) Regular Part-time Employees

All employees, other than students as defined in (C) below, casual

employees, as defined in (D) below, and temporary employees, as defined in (E) below, who are hired to regularly work no more than twenty-four (24) hours per week exclusive of meal periods. Regular part-time employees are covered by the terms of this Collective Agreement, unless otherwise specified. If there is a conflict as to whether a provision in the Collective Agreement applies to regular part-time employees, if it is specifically stated that the provision does not apply to regular part-time employees, then that provision does not apply, notwithstanding anything that may be to the contrary in the Collective Agreement.

c) Students

All employees who are in full-time attendance at school. It is understood that the hours they are hired to work have no bearing whatsoever in determining whether they are full-time employees or regular part-time employees, or casual employees or temporary employees defined in (E) below. Students are covered by the terms of this Collective Agreement, unless otherwise specified. If there is a conflict as to whether a provision in the Collective Agreement applies to students, if it is specifically stated that the provision does not apply to students, then that provision does not apply, notwithstanding anything that may be to the contrary in the Collective Agreement.

d) Casual Employees

Casual employees are employees who are called in to work on an occasional basis to replace a bargaining unit employee on a short-term intermittent basis of less than one (1) month but who do not have the work hour requirement of permanent employees. Casual employees are not covered by any of the terms of this Collective Agreement.

e) Temporary Employees

Temporary employees are employees hired for a fixed period of time of not more than one (1) year. In order to qualify as a temporary employee, an individual must be hired to replace a member of the bargaining unit who is ill, injured, on a leave of absence, or on maternity or adoption leave. Temporary employees shall be released from the employ of the Employer upon the return to work of the employee they are hired to replace, notwithstanding anything that may be to the contrary in the Collective Agreement. With the exception outlined in the preceding sentence, temporary employees are covered by the terms of the Collective Agreement, unless otherwise specified. If there is a conflict as to whether a provision in the Collective Agreement applies to temporary employees, if it is specifically stated that the provision does not apply to temporary employees, then that

provision does not apply, notwithstanding anything that may be to the contrary in the Collective Agreement. Notwithstanding the above-mentioned period of time of not more than one (1) year, temporary employees shall be entitled to the group insurance plan under Article 24 on the first day of the month following six (6) months of continuous employment.

ARTICLE 5 - NO DISCRIMINATION

- 5.01** a) The Employer, Union and employees agree that there shall be no discrimination, coercion or intimidation against any employee because of non-membership or membership in the Union or because of lawful activity or lawful non-activity in the Union. The Employer shall not discriminate or use coercion or intimidation against any employee because of membership or non-membership or lawful activity in the Union. The Union further agrees that there will be no union activity or meetings on the Employer's premises, except as provided for in this Collective Agreement.
- b) In addition, the Employer agrees that no employee covered by the terms of this Collective Agreement shall be harassed by management due to the fact that they have exercised their legal rights under this Collective Agreement. Likewise, the Union agrees that no management employee shall be harassed by Union representatives or any of the employees covered by the terms of this Collective Agreement due to the fact that management has exercised their legal rights under this Collective Agreement.
- 5.02** The Employer, the Union and the employees agree to abide by the Ontario Human Rights Code as it is applicable to each of them. The protections of the Ontario Human Rights Code provides among other things that every employee has certain protections with regard to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

ARTICLE 6 - UNION MEMBERSHIP

- 6.01** a) The Employer agrees to deduct from every payroll of each month, from all employees covered by this Collective Agreement, the dues prescribed in writing by the Union and to remit these to the designated officer of the Union monthly, together with a list of the employees from whose wages' deductions have been made by the fifteenth (15th) of the month following the month of the deduction. The Union agrees to save the Employer harmless from any and all claims that may arise as a result of such

deduction and payment upon receipt of the monies by the Union office.

b) All new employees hired after the date of certification, February 17, 2000, as a condition of employment must become a Union member.

6.02 At the time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid annually by each employee in the previous year.

6.03 Upon date of hire, new employees shall be advised by the Employer of the existence of this Collective Agreement and the fact that the new employee must become a member of the Union. The name of the new employee's steward or Union Representative shall be given within five (5) working days following commencement of employment.

ARTICLE 7 - CORRESPONDENCE

7.01 When the parties deem it necessary to correspond with each other by mail, the Employer will make such mailing to:

Canadian Union of Public Employees
80 Commerce Valley Drive East
Markham, Ontario L3T 0B2
Telephone: 905-739-3999
Fax: 905-7394001

cc Staff Representative CUPE 2484
c/o address above,

and the Union will make such mailing to:

Progress Childcare (Scarborough) Inc.
Supervisor
3 Glamorgan Avenue
Scarborough, Ontario M1P 4N9
Telephone: 416-291-3368
Fax: 416-291-7749

ARTICLE 8 - UNION COMMITTEE

8.01 a) The Employer agrees to recognize a Committee of up to three (3), one of who shall be the Chairperson to negotiate amendments on renewals of this Collective Agreement.

b) The Employer agrees to recognize two (2) stewards, to assist employees in the presentation of any grievance that properly arises under the provisions of this Collective Agreement.

8.02 The Union shall advise the Employer, in writing, the names of its Union Committee and stewards. The Employer shall not be obliged to recognize committee members and stewards until such time as written notice has been received.

8.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

8.04 Upon request the Employer shall provide the union with financial documentation including budgets, benefits package and costs, pension and RRSP information, and any other info which is pertinent to contract negotiations and representation of the employee.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 It is understood and agreed that there shall be no strike, concerted work stoppage, slowdown or other such activity, either complete or partial, by the Union nor by any of the employees it represents during the term of this Collective Agreement. It is further understood and agreed that should there be any strike, concerted work stoppage, slowdown or other such activity, either complete or partial, by any of the said employees that the Union shall make and continue to make every effort to prevent or stop such action. It is understood and agreed that there shall be no lockout by the Employer during the term of this Collective Agreement.

ARTICLE 10 - GENERAL GRIEVANCE PROCEDURE

10.01 Grievance Time For Committee Persons

a) It is understood that the writing up and investigating of grievances shall be performed outside of regular working hours. This does not preclude Steward(s) from writing up grievances and investigating grievances during their lunch break and /or rest periods. The Steward(s) with the prior permission of the employer shall be allowed to change their lunch breaks or rest periods. It is understood,

employees will not be approached by the Steward(s) during their regular working hours.

- b) A steward, after first obtaining permission from her Supervisor, will be permitted at reasonable times during working hours to leave her regular duties for short intervals to perform such functions as are properly provided under Article 10. When returning to her regular duties such employee shall so notify her Supervisor. Such employees will be compensated for the time so taken when it is during the employee's working hours on the premises of the Employer. The Employer reserves the right to withhold payment when more than a reasonable amount of time is so taken.
- c) Notwithstanding 10.01(B), where the parties agree to hold a grievance meeting off the Employer's premises the Employer shall pay one (1) steward for actual time spent attending the grievance meeting directly with the Employer, when meetings are held during the steward's regular shift. It is understood that if the steward meets with her union rep prior to commencement with the grievance such time shall not be paid by the Employer, nor will the Employer pay for the steward's traveling time including mileage allowance and parking.

Time spent on grievance meetings that extend beyond the regular shift shall not be paid by the Employer. This provision has nothing to do with arbitration hearings; attendance at grievance meetings will be governed by the collective agreement.

10.02 Definition of A Grievance

A grievance is defined and limited to a complaint or dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

10.03 Procedure for Filing Employee Non-Discharge, Non-Suspension or Non- Safety Grievances

- a) First Step
 - i) Any employee having a non-discharge, non-suspension or non-safety grievance will make known to her immediate Supervisor, or her nominee, the fact that she has a grievance within ten (10) working days after the incident giving rise to the grievance.

ii) Within ten (10) working days of this notification, the Supervisor, or her nominee, will arrange to have a meeting with the employee for the purpose of discussing the grievance. The employee may, if she so desires, have her steward present during this verbal discussion.

iii) The Supervisor, or her nominee, shall state her decision verbally within ten (10) working days from the date of this discussion.

b) Second Step

i) If the employee is dissatisfied with the decision of the Supervisor, or her nominee, the grievance shall be placed in writing and shall state the nature of the grievance, the section, or sections, of the contract alleged to have been violated, and the redress sought.

ii) This written grievance, signed by the employee, must be presented to the Supervisor, or her nominee, by the steward within ten (10) working days from the date of the Supervisor's, or her nominee's reply in the first step of the grievance procedure.

iii) Within ten (10) working days of receipt of the grievance, the Supervisor, or her nominee, will arrange to meet with the steward. Such meeting shall take place within ten (10) working days of the Employer's receipt of the written grievance, unless mutually agreed otherwise. If desired, the Employer will be represented by the Supervisor and one other person or their respective nominees. If desired, the Union will be represented by the steward and the Representative of the Union, or their respective nominees.

iv) With in ten (10) working days of this meeting, the Supervisor, or her nominee, shall render her decision in writing.

10.04 Procedure for Filing Employee Discharge, Suspension or Safety Grievances

a) A claim by an employee who has completed her probationary period that she has been unjustly suspended or discharged, shall be treated as a special grievance if a written statement of such grievance is lodged with the Employer within ten (10) working days after the suspension or discharge is affected. Such grievance shall commence at Step 2 of Article 10.03 of the Grievance Procedure.

b) When a grievance which is filed under this Article, is not settled and duly comes before an Arbitration Board, the Board may make a ruling:

i) confirming the Employer's action;

ii) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of her case), benefits and no loss of seniority; or

iii) disposing of the grievance in any other manner which may be just and equitable, provided the penalty for the conduct causing the discipline or discharge has not been agreed upon by the Employer and the Union.

c) Where an employee has not had a disciplinary incident for eighteen (18) clear months from the last disciplinary incident, previous disciplinary matters shall be removed from the employee's disciplinary file and will not be used against the employee for future discipline. Similar incidents of discipline not repeated within twelve (12) months of the last similar disciplinary notice shall be removed from the employee's disciplinary file and will not be used against the employee for future discipline.

10.05 In the case of a grievance alleging an improper permanent transfer of one or more employees, such grievance shall be filed at step 2 of the grievance procedure.

10.06 Non-discharges or Non-Suspension Group Grievance

When two (2) or more employees have a non-discharge or non-suspension grievance arising from the same alleged incident giving rise to their grievance, such grievances may be handled as a group grievance. If such is the case, it must be submitted at Step 2 of the Grievance Procedure. Such grievance must be submitted within ten (10) working days after the incident giving rise to the grievance.

10.07 Procedure for Filing Union Policy Grievances

A grievance of general application by the Union directly arising out of the interpretation or administration of the Collective Agreement, may be submitted at Step 2 of the Grievance Procedure. Such grievance must be submitted within ten (10) working days after the incident giving rise to the grievance. It is understood that a Union policy grievance cannot be utilized where the employee could have filed the grievance, as the grievance was personal to the employee. In addition, a Union policy grievance cannot be filed on behalf of a probationary employee who has been discharged or suspended.

10.08 Procedure for Filing Employer Grievances

A grievance by the Employer directly arising out of the interpretation or administration of the Collective Agreement may be submitted at Step 2 of the Grievance Procedure. Such grievance must be submitted within ten (10) working days after the incident giving rise to the grievance.

10.09 Time Limits Proposed on Grievances

- a) Any grievance which is not made known in the time specified in this Collective Agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the Collective Agreement, shall be deemed to have been dropped by the party initiating the grievance and, therefore, cannot be processed through the grievance procedure or carried through to arbitration. As such the parties to the Collective Agreement agree that Section 48 (16) of the *Labour Relations Act, 1995* as may be amended from time to time does not apply to this Collective Agreement.
- b) If the Employer fails to reply to a grievance within the time limits set out above, the grievance may be submitted to the next step of the grievance procedure.
- c) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement, if specified in writing.
- d) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- e) All reference made to the number of workdays or time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays, and Holidays recognized in this Collective Agreement.
- f) Grievance meetings shall take place on the premises of the Employer.

ARTICLE 11 - ARBITRATION

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

11.02 Procedure for Proceeding to Arbitration

- a) When either party requests that a grievance be submitted to arbitration, the request shall be made within fifteen (15) working days from the date of the

reply of the Supervisor in the Second Step of the grievance procedure. Such a request shall be made by registered mail, addressed to the other party of the Collective Agreement, indicating the name and address of its nominee to the arbitration board. Within five (5) working days thereafter the other party shall answer by registered mail indicating the name and address of its nominee. If no written request for arbitration is received within the time limits specified above, the grievance in question shall be deemed to have been dropped by the party initiating the arbitration proceedings and, therefore, cannot be processed to arbitration.

- b) The parties agree that while awaiting Arbitration, they shall employ a mediator to try to help find a resolution. The costs for the mediator and costs of the mediation shall be shared equally by the parties.

11.03 Procedure for Selecting the Chairperson of the Arbitration Board

- a) The two (2) nominees shall, within five (5) working days of the appointment of the second of them or at a time mutually agreed upon, appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson within the time limit, the Minister of Labour of the Province of Ontario, upon request of either party, shall appoint an impartial Chairperson.
- b) No person may be appointed as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance.

11.04 In the event that arbitration proceedings are invoked, the matter before the board of arbitration shall be the written grievance identified in 10.03 (b) Second Step of the Grievance Procedure.

11.05 The Arbitration Board shall not have the jurisdiction to amend, alter, modify, or add to, any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.

11.06 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it and the parties will equally share the fee and expenses of the Chairperson of the Arbitration Board.

11.07 Notwithstanding the procedure for selecting the Arbitration Board, the parties may select one (1) person as a sole arbitrator, to whom any such grievance may be submitted for arbitration, and such person shall have the same powers and be subject to the same restrictions as a Board of

Arbitration appointed under this Collective Agreement. The parties will equally share the fee and expenses of the sole arbitrator.

ARTICLE 12 - PERSONNEL FILES

12.01 Upon request by an employee she may have direct access to her personnel file, which must be reviewed by her in the presence of her Supervisor, twice a calendar year.

All policies and evaluations will be signed by the employee, steward and the Supervisor.

If the employee disagrees with the policy, she still must sign the policy but can qualify that she is signing under protest. The steward shall suffer no loss of compensation for time spent in compliance with this article.

Disciplinary records shall be removed after twelve (12) months free of disciplinary actions.

ARTICLE 13 - SENIORITY

13.01 Definition of Seniority

a) Seniority, as referred to in this Collective Agreement, shall mean length of continuous service in the employ of the Employer.

b) Length of continuous service is defined as follows:

i) For full-time employees, as identified in Article 4.01(a) - As the most recent date of hire as a full-time employee.

ii) For regular part-time employees, as identified in Article 4.01(b) - As the most recent date of hire as a regular part-time employee.

iii) For students, as identified in Article 4.01(c) - Notwithstanding anything that may be to the contrary in the Collective Agreement, students will not achieve seniority. Therefore, length of continuous service has no application.

iv) For casual employees, as identified in Article 4.01(d) - Notwithstanding anything that may be to the contrary in the Collective Agreement, casual employees will not achieve seniority.

Therefore, length of continuous service has no application. Casual employees are not covered by the terms of the Collective Agreement as specified in Article 2.01

v) For temporary employees, as identified in Article 4.01(e) Notwithstanding anything that may be to the contrary in the Collective Agreement, temporary employees will not achieve seniority, unless kept employed for more than one (1) year. Therefore, length of continuous service has no application for a period of less than one (1) year.

13.02 Probationary Employees

a) Full-time Employees, as defined in Article 4.01(a)

A full-time employee will be considered to be on probation and will not have seniority standing until she has worked one hundred and thirty (130) normal days. It is understood that normal is defined as the number of hours per day the employee was scheduled to work.

During the probationary period, the parties to the Collective Agreement agree that termination of employment of a full-time employee shall not become subject to the grievance or arbitration procedures of this Collective Agreement. Upon satisfactory completion of the probationary period a full-time employee will then acquire seniority standing based on her most recent date of hire as a full-time employee.

b) Regular Part-time Employees, as defined in Article 4.01(b)

A regular part-time employee will be considered to be on probation and will not have seniority standing until she has worked one hundred and thirty (130) normal days.

During the probationary period, the parties to the Collective Agreement agree that termination of employment of a regular part-time employee shall not become subject to the grievance or arbitration procedures of this Collective Agreement. Upon satisfactory completion of the probationary period a regular part-time employee will then acquire seniority standing based on the most recent date of hire as a regular part-time employee.

c) Students as defined in Article 4.01(c) or Casual Employees, as defined in Article 4.01(d) or Temporary Employees, as defined in Article 4.01(e)

Students or casual employees or temporary employees are always deemed to be probationary employees and hence never have seniority standing. The

parties to the Collective Agreement agree that termination of employment of a student or casual employee or temporary employee shall not become subject to the grievance or arbitration procedures of this Collective Agreement. Casual employees are not covered by the terms of the Collective Agreement as specified in Article 2.01. Notwithstanding this clause temporary employees will achieve seniority standing if kept employed for more than one (1) calendar year.

13.03 Seniority and Employment Termination

- i) A full-time employee as defined in Article 4.01(a) or a regular part-time employee as defined in Article 4.01(b) shall lose all seniority and shall be deemed to have quit if she:
 - a) voluntarily leaves the employ of the Employer, or chooses to retire;
 - b) is laid off continuously for a period of more than twelve (12) months;
 - c) upon being recalled from a lay-off by registered mail to her last address on record with her Employer, fails to report to work within seven (7) calendar days of this recall. It shall be the responsibility of the employee to keep the Employer and the Union advised, in writing, of her current address and telephone number, if any;
 - d) is absent from work without providing an acceptable reason for such absence;
 - e) fails to return to work upon termination of an authorized leave of absence, unless she provides reasons which are acceptable to the Employer;
 - f) accepts gainful employment while on leave of absence without the prior permission of the Employer;
 - g) fails to take a medical examination as required by the Childcare and Early Years Act by a qualified medical practitioner within twenty (20) days of the request;
 - h) abuses a child, as defined in the standards set out by the Ontario Provincial Ministry of Education, and/or under the Childcare and Early Years Act as amended from time to time, and providing such abuse is proven based on the standard of the balance of probabilities during the grievance procedure or arbitration;
 - i) claims pay for time not worked; or
 - j) is discharged for just cause.

- ii) Where a full-time employee fails to report for work for three (3) days without her reporting her absence to the Employer, the employee shall lose all seniority and she will be deemed to have quit.

iii) Where a regular part-time employee is scheduled to work and fails to report as scheduled without notifying the Employer of her absence, as specified above, three (3) times in any contract year will lose all seniority and will be deemed to have quit.

13.04 Promotions

a) When permanent job vacancies occur in the bargaining unit, other than entry level job classifications, and the Employer desires to fill such a job vacancy, the Employer will post such fact for a period of five (5) working days on the bulletin board.

Eligible employees may make written application for such vacancies during the posted period. It is understood that an employee will not be eligible to be promoted to a Teacher's job classification under this Article unless she has completed the Early Childhood Education Diploma Program and is registered with College of Early Childhood Educators provided by a recognized community college in Ontario. It is also understood that any equivalency to this Diploma Program must be approved by a recognized community college, Toronto Children's Services, and the Ministry of Education of Ontario. The employer will consider expressions of interest from temporary employees who wish to be considered for entry level vacancies that may occur.

b) If in the opinion of management, which opinion shall not be made in a manner which is arbitrary, discriminatory or in bad faith, the skill, ability, experience and qualification are equal between two (2) or more employees, seniority shall be the deciding factor when decisions are made with regard to promotions. Promotions do not include temporary promotions.

Job postings shall include the following information:

Nature of the position, qualifications and education, skills and salary range or rate.

c) An eligible employee selected on this basis, will be given an opportunity of fulfilling the duties of the new job classification during a period which may not exceed sixty (60) actual days of work. If an employee fails to meet the requirements for the job at any time during the above mentioned sixty (60) actual days of work, or if the employee wishes to relinquish the job classification at any time during the above mentioned sixty (60) actual days of work, she will be returned to her former job classification.

d) Where no employee meets the qualifying factors under this Article, the Employer shall be free to fill the job at its discretion, immediately,

notwithstanding the five (5) working days specified in Article 13.05(a).

e) Employees who are promoted as per Article 13.04 will be paid the first rate of pay of the new job classification to which they are promoted which is higher than their present rate of pay. Once they are established at this new rate of pay, they will progress through the rate structure in accordance with Schedule "A".

13.05 Layoffs

Lay-offs will be made by job classifications. In the event of a lay-off of employees in a specific job classification, students, probationary employees and temporary employees within the classification shall be laid-off first.

In the event a further lay-off is required in a specific job classification, the parties recognize that job security shall increase in proportion to length of service. Employees shall be laid-off in reverse order of their seniority and by classification and always provided that the remaining jobs shall continue to be filled with qualified employees in accordance with the Childcare and Early Years Act. Such Employees shall be provided with a minimum of ten (10) days notice of lay-off or pay in lieu of.

For the purposes of this Article, a lay-off means a lay-off for more than ten (10) working days.

Temporary Layoff

A temporary layoff is defined as no more than 13 weeks out of 20. Employees who are temporarily laid off shall receive two (2) weeks written notice.

13.06 Recalls for Lay-Offs

Employees shall be recalled in order of their seniority and by classification provided employees are qualified in accordance with the Childcare and Early Years Act.

A recall from lay-off is not triggered by a temporary transfer under Article 23 of an employee not on lay-off to a laid-off employee's job classification.

If an employee denies the recall, he/she will be deemed to quit.

No New Employees

New employees shall not be hired until those laid off have been given an

opportunity of recall subject to employees being qualified under the Childcare and Early Years Act.

Advance Notice of Permanent Lay-Off As Defined By The Employment Standards Act

The employee shall be given advance notice of a permanent lay-off as defined by the *Employment Standards Act* of Ontario and in any event, not less than ten (10) working days. If the employee has not had the opportunity to work the days provided in this Article, she shall be paid for the days for which work was not made available.

13.07 Downgrading

Downgrading speaks to the concept of an employee losing her job classification but remaining employed in another job classification as a result of lack of work in her job classification. In other words, she is not on lay-off. It usually precedes a lay-off of other employees. It is distinct from a temporary transfer in that the employee who is downgraded is reclassified by exercising her seniority rights as a result of losing her job classification due to a lack of work. Downgrades will be made by job classifications. The decision as to which employee shall be downgraded shall be made in accordance with the following procedure:

Students and probationary employees will be the first to be downgraded. Thereafter, employees identified in 13.05(c) who have not completed the sixty (60) actual days of work will be transferred as per Article 13.05(c). Thereafter, employees will be downgraded as follows:

Both parties recognize that job security shall increase in proportion to length of service. Employees shall be downgraded by job classification in the reverse order of their seniority, provided that the remaining jobs shall be continued to be filled with qualified employees in accordance with the Childcare and Early Years Act.

13.08 Seniority Preference

The Employer and the Union agree that the use of seniority for a selection of jobs within a job classification on a seniority basis will not be permitted.

13.09 Seniority List

One (1) seniority list shall be maintained covering both full-time and regular part-time employees. This seniority list will be supplied to the Union and posted on the bulletin board in January of each year.

An employee's seniority date and/or ranking, shall be deemed to be correct unless it has been disputed under the grievance procedure within ten (10) working days following the posting and it has been adjusted through the grievance procedure.

ECAs who achieve their ECE diploma while employed at Progress Childcare (Scarborough) Inc. and are hired to an RECE position will start at the first step of the wage grid for the RECE classification.

An employee shall not be shown on the seniority list unless she has completed her probationary period.

13.10 Application of Seniority

Seniority shall have no application except as herein specifically provided.

13.11 College of ECE language

Should an employee be denied a license or be suspended by the College of ECE, the employee shall be placed on layoff or leave of absence, at the employee's discretion, for a period of up to one (1) year. Their position will be posted and filled as a temporary contract of up to one year. They shall be returned to their former position once they have been reinstated by the College. It is understood that the employee will not be gaining seniority over that time.

Employees have the right to refuse any directive by their employer which violates their professional code of ethics or standards of practice (as set out by the CECE). Employees must inform their supervisor in writing of their refusal including the specific violations. The Employer may contact the CECE to get clarification to resolve the issue. Employees who exercise their rights under this Article shall not be disciplined.

13.12

The Employer will be limited to requiring vulnerable sector police checks that are required by the Child and Early Years Act 2014. The Employer shall reimburse bargaining unit employees for all costs payable by such an employee to the police service or OPP related to any police checks an employee may be required to obtain. Notwithstanding that the Employer shall reimburse such costs to employees, it remains the sole responsibility of the employee to ensure that they have any required vulnerable sector police checks done in a timely manner.

ARTICLE 14 - HOURS OF WORK

- 14.01** The hours of work are stated solely for the purpose of calculating overtime, and nothing contained in this Collective Agreement shall be construed to be a guarantee as to the hours of work per day, or as to the hours of work per week, or as a guarantee of working schedules.
- 14.02** The normal hours of work for full-time employees, as defined in Article 4.01(a), shall not exceed eight (8) hours in a day, exclusive of a one-half (1/2) hour unpaid meal period, and forty (40) hours per week, but may be less than eight (8) hours per day or forty (40) hours per week.
- 14.03** The normal hours of work for regular part-time employees, as defined in Article 4.01(b), shall not regularly exceed eight (8) hours in a day, exclusive of a minimum one half-hour meal period and twenty-four hours per week, but may be less than eight (8) hours per day or twenty-four (24) hours per week.
- 14.04** The hours of work for students, as defined in Article 4.01(c) and casual employees as defined in Article 4.01(d) and temporary employees as defined in Article 4.01(e), shall be in compliance with *The Employment Standards Act of Ontario*.
- 14.05** The rate of one and one half (1-1/2) times the regular rate shall be paid for all approved hours worked in excess of forty-four (44) hours in any given week.

It is agreed that parental tardiness after the Employer has closed for the day does not qualify under the overtime provisions of this Article. In such circumstances, the employee shall receive payment directly from the parents concerned in the form of a "late fee." The amount of such "late fees" shall be determined by the Employer from time to time, but in no event will be less than one (\$1.00) per minute. The Employer agrees to aid an employee who is having difficulties receiving late fees from a parent providing the employee can provide written documentation of her attempts to collect the "late fee." Should the Employee be unable to collect the "late fee" directly from the parents concerned after a period of two (2) weeks, the Employer shall collect this fee on behalf of the Employee. Satisfactory evidence shall constitute a logbook which is signed by the parent and which outlines the timeframe for payment of late fees.

- 14.06** An employee shall not be entitled to an overtime premium more than once with respect to hours worked, and there shall be no pyramiding or

duplicating of overtime.

14.07 When overtime is required the Employer shall offer the overtime according to seniority and the qualifications required for the overtime to be worked. The Employer shall post a sign-up sheet where employees may indicate their desire to be offered overtime hours. This list shall be used as the starting point for offering overtime to staff.

14.08 Approved time off

“When possible, staff requesting time off will give adequate written notice, and the supervisor will respond within 2 days. In the case of emergency, the supervisor will try to respond immediately.”

14.09 Employees shall be entitled to switch shifts with their room partner providing they inform their Supervisor in advance.

14.10 Where hours/work are available as a result of the absence of another employee for (1) one week or more vacation, the work/hours will be offered to all bargaining unit employees who are not scheduled to work forty (40) hours per week in order of greatest seniority, with the understanding that the employee must have the qualifications required to perform the work in accordance with the Child Care and Early Years Act.

ARTICLE 15 - PAID REST PERIODS

15.01 Employees who are scheduled to work at least an eight (8) hour day, exclusive of a one-half (1/2) hour unpaid meal period, on any given day shall receive a paid rest period of fifteen (15) minutes during the first half of each four (4) hour scheduled period of work, and another paid fifteen (15) minutes shall be provided during the second half of each four (4) hour scheduled period of work.

15.02 Employees who work five (5) hours but less than eight (8) hours per day shall be entitled to a half hour meal break, and one fifteen (15) minute break.

ARTICLE 16 - HOLIDAYS

16.01 Employees who have completed the first three (3) months of their probationary period will be entitled to the following holidays:

- | | | |
|----------------|------------------|---------------------|
| New Year’s Day | Canada Day | Christmas Day |
| Family Day | Civic Day | Boxing Day |
| Good Friday | Labour Day | Employee’s Birthday |
| Victoria Day | Thanksgiving Day | |

The Employer will maintain its current practice with respect to closing in the afternoon on Christmas Eve and New Year’s Eve, when they fall on a working day.

16.02 When any of the above-noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday, Tuesday or the preceding Friday, as determined by the Employer, will be deemed to be the holiday for the purposes of this Collective Agreement. The employees shall be informed of the day to be observed as the holiday within two (2) weeks of the holiday.

16.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday at her regular hourly rate of pay.

16.04 In order to qualify for holiday pay, the employee must work the last full scheduled shift immediately preceding and the first full scheduled shift immediately following the holiday. However, an employee shall not lose her holiday pay if she is absent on either or both qualifying days because of non-occupational illness or non-occupational injury which is verified by a certificate signed by a duly recognized medical doctor on the first qualifying day absent or because she is absent with specific written permission of the Employer, provided in either case she has been at work within three (3) days of the holiday, either before or after such holiday. Notwithstanding anything that may be to the contrary in the Collective Agreement the employee will be responsible for the cost of obtaining the said medical certificate.

16.05 It is understood that if an employee is entitled to receive pay on any day recognized as a paid holiday under any other provision of this Collective Agreement, there will be no pyramiding or duplicating of benefits.

16.06 An Employee shall be permitted to move her actual birthday to the Monday before the birthday or the Friday following the birthday provided, she gives her supervisor two weeks written notice of this intention. If the actual birthday is moved as per preceding sentence, the moved date becomes the holiday for the employee not her actual birthday. At least two weeks prior to the date of the Employee's birthday, the Employee must confirm whether she intends to take the holiday on her birthday or on the Monday or Friday. If the Employee does not provide the two weeks' notice set out above, the birthday will be observed on a date that is mutually agreed between the Employer and Employee.

If for any reason the Employer finds this clause disruptive to running an efficient operation, it can give the Union thirty (30) days' notice of cancellation of this Article. If notice is given, this Article 16.06 becomes null and void following the expiration of the above mentioned thirty (30) days' notice.

ARTICLE 17 - VACATIONS

17.01 The following vacation schedule shall apply to all full-time employees, as defined in Article 4.01(a) and regular part-time employees as defined in Article 4.01(b):

- i) An employee who has completed less than one (1) year of continuous employment with the Employer as of and including December 31st of any current calendar year, shall receive vacation pay according to *The Employment Standards Act* of Ontario.
- ii) An employee who has completed one (1) or more years but less than three (3) years of continuous employment with the Employer, as of and including December 31st of any current calendar year, shall receive ten (10) working days paid vacation time to be used in the following calendar year.
- iii) An employee who has completed three (3) years or more of continuous service with the Employer, as of and including December 31st of any current calendar year, shall receive fifteen (15) working days paid vacation time to be used in the following calendar year.
- iv) An employee who has completed seven (7) years or more of continuous service with the Employer, as of and including December 31st of any current calendar year, shall receive twenty (20) working days paid vacation time to be used in the following calendar year.

v) An employee who has completed nine (9) years or more of continuous service with the Employer, as of and including December 31st of any current calendar year, shall receive twenty-one (21) working days paid vacation time to be used in the following calendar year.

vi) An employee who has completed fifteen (15) years or more of continuous service with the Employer, as of and including December 31st of any current calendar year, shall receive twenty-two (22) working days paid vacation time to be used in the following calendar year.

vii) An employee who has completed twenty-five (25) years or more of continuous service with the Employer, as of and including December 31st of any current calendar year, shall receive twenty-seven (27) working days paid vacation time to be used in the following calendar year.

17.02 Vacations shall be taken between January 1st and December 31st inclusive of the following year. There shall be no granting of vacation time during the first two (2) weeks of the school year and during March Break staff working in the Kindergarten rooms.

17.03 The Employer shall post a summer vacation schedule by February 1st, upon which employees may indicate their vacation preference. Employees shall indicate their vacation preference by February 21st. The Employer shall post a finalized vacation schedule by March 15th. Where there is a conflict over a vacation request, seniority shall govern. After June 1st, employees shall be granted vacation on a first come basis. The Employer will respond to vacations requested after June 1st within two (2) weeks of the request. It is understood that only one (1) staff member per room may be allowed vacation at the same time.

All summer vacation requests for the month of July and August have to be handed in writing by April 30th of each year.

All requests for vacation for the Month of December must be requested by October 15th of each year. The schedule will be completed by November 1st of each year.

If the Assistant Supervisor, or any other bargaining unit employee will act as Designate because the Supervisor and the Director are absent due to a planned vacation, that employee will be provided with not less than two (2) weeks notice.

17.04 If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an extra day of vacation with pay for each holiday in

addition to her regular vacation time provided she worked the last full shift immediately before going on vacation and she worked the first regularly scheduled full shift immediately following the vacation period. However, an employee shall not lose the holiday pay if she is absent on either the last regular scheduled full shift immediately before going on vacation and/or the first regular scheduled full shift following the vacation period, provided the employee is absent in accordance with any provision of this Collective Agreement or any leave the employee is entitled to under the Employment Standards Act.

- 17.05** Vacations earned in more than one vacation year may not be taken consecutively, unless approved by the Employer. The Employer shall not unreasonably deny such request.
- 17.06** Employees who are on a six weeks educational leave during the summer may use their vacation time to cover part of their leave. However, employees will not be permitted to add their vacation time on to their educational leave of absence.
- 17.07** Employees who quit without giving the Employer two (2) weeks' written notice shall receive vacation pay in accordance with *The Employment Standards Act of Ontario*.
- 17.08** Employees defined in Article 4.01(c), 4.01(d) and 4.01 (e) will be granted vacations in accordance with the provisions of *The Employment Standards Act of Ontario*.

ARTICLE 18 - LEAVE OF ABSENCE - UNION OR PERSONAL LEAVE

- 18.01** Leave of absence without pay shall be granted upon written request to the Employer to employees elected or appointed to represent the Union at Conventions and/or Seminars, provided:
- i) the total of such time shall not exceed ten (10) days;
 - ii) not more than one (1) employee is involved in each request;
 - iii) such leave does not unduly interfere with the efficient operation of the Employer.
- 18.02** The Employer may grant a leave of absence without pay for other reasons at its sole discretion; such leave of absence shall not unreasonably be denied. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Employer mutually agree otherwise. Such Leave of Absence should not be taken more than once a year.

18.03 The Employer's payments towards all group insurance benefits will be suspended after the first month of any leave of absence. They will be reinstated upon the return of the employee to full-time duty. If the employee wishes continuation of these benefits during such leave, it will be her responsibility to pay the total cost of these group insurance benefits prior to starting the leave of absence. This provision does not apply to employees on an approved apprenticeship leave of absence for educational purposes.

18.04 Education and Professional Leave

Employees have the right to education leave for a period of up to two (2) years. Seniority shall not accrue during such leave. Employees may make arrangements to pay for their health benefits during the leave.

Employees shall be entitled to professional leave of absence of up to one (1) year to pursue training or other professional opportunities including jobs outside their own classification. Employees may make arrangements to pay for their health benefits during the leave.

The above leaves shall be without pay.

18.05 *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 19.11); 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 of 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 25.01 which the employee would otherwise be entitled to.

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

In addition to any provision of this agreement that may provide for a leave that might be used as a leave to care for or support a critically ill child (such as Article 19.11), 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 25.01 which the employee would otherwise be entitled to.
- (e) The Employer agrees to advise employees who are planning to take this leave that parents who take leave from work to provide care or support to their critically ill child may be eligible to receive Employment Insurance (EI) special benefits for Parents of Critically Ill Children.

18.07 *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 Child leave
- 49.6 Crime-related child disappearance leave
- 49.7 Domestic or sexual violence leave
- 50.0 Personal emergency leave
- 50.1 Emergency leave, declared emergencies
- 50.2 Reservist leave

ARTICLE 19 - SICK LEAVE

- 19.01** a) Sick leave means the amount of time, accumulated as hereinafter provided, that a full-time employee as defined in Article 4.01(a) is absent from work by virtue of being sick or disabled for which the employee receives her regular rate of pay to the maximum of her credits. Sick leave is payable for medical doctor appointments or dentist appointments, provided the employee gives the Employer forty-eight (48) hours' notice. This requirement is not necessary in the event of an emergency. However, if sick leave is used for doctor/dentist appointment's, time must be taken in intervals of 3 hours or more.
- b) Where an employee is injured at work and requires professional medical attention by a duly recognized medical doctor, she will suffer no loss of pay or sick day on the day of the accident, provided the employee returns to work to finish her shift if medically capable of returning in the doctor's opinion. If she is not medically capable of returning to work, in the doctor's opinion, on the day of the accident she will not suffer a loss of pay or sick day on the day of the accident.
- 19.02** Effective retroactively to January 1st, 2023 and every January 1st of each calendar year, a full-time and part-time employee, who has completed their probationary period, will be credited eighteen (18) days of sick credits. These credits are earned on the basis of one and one half (1.5) days for every full month of service up to the maximum of eighteen (18) days in any calendar year.
- 19.03** A full-time or part-time employee who has not completed their probationary period as of January 1st in any current year, upon the first (1st) of the month following the completion of her probationary period will be credited with one and one half (1.5) days for each full calendar month commencing as of the first (1st) of the month following the completion of her probationary period up to a maximum of eighteen (18) days in any current calendar year. These credits are earned on the basis of one and one half (1.5) days for every full calendar month of service commencing from the first (1st) of the month following the completion of the probationary period up to the maximum of the eighteen (18) days in any calendar year.
- 19.04** Sick leave credits used will be deducted from the accumulated credits. If an employee draws from credits banked but not yet earned based on the formula mentioned above and subsequently quits or is terminated the advanced unpaid credits will be deducted from monies owing to the

employee and such authorization for the Employer to make such deduction is deemed automatically provided by the terms of this Collective Agreement. The number of hours for part-time employees will be prorated based on the number of hours a part-time employee is regularly scheduled.

19.05 When an employee is off work on an unpaid leave of absence, for any reason, except for the Apprenticeship Leave of Absence specified in Article 18.03 or a mandatory leave under the Employment Standard Act (Article 18.07), sick leave credits will not be earned as of the first of the month following such absence notwithstanding anything that may be to the contrary in the Collective Agreement. However, sick leave credits will again commence to be earned upon the return of the employee to full-time duty. It is understood that the employee shall not lose her accumulated sick leave credits earned up to the time of the start of the absence.

19.06 Each day that a full-time employee is off work and is entitled to draw on the sick leave credits they will be paid on the basis of eight (8) hours at their regular rate of pay until such time as the employee has used all the credits in the bank.

The number of hours for part-time employees will be prorated based on the number of hours a part-time employee is regularly scheduled.

19.07 Accumulation of Sick Leave

The unused portion of sick leave shall accrue for future benefits to a maximum of forty (40) days. There is no cash out of accumulated sick time. Sick time shall have no cash value.

Upon termination of employment, unused sick days have no monetary value and an employee will not be paid any amount for unused sick days.

19.08 Where an employee, in the opinion of the Employer, has shown a suspected pattern of abuse of Sick Days, the Employer will notify the employee in writing that she will be required to provide a medical return to work note for any future absences in order to be paid from the Sick Bank. Notwithstanding the first sentence an employee who finished taking ten (10) paid/unpaid days will be required to provide the Employer with a medical doctor's note certifying that she is unable to carry out her normal duties due to sickness or disability, prior to being paid from the sick leave bank for all absences in excess of three (3) consecutive working days. Failure to provide the medical doctor's note specified in the first or

second sentence disentitles the employee from being paid from the sick leave bank. Notwithstanding anything that may be to the contrary in the Collective Agreement the employee will be responsible for the cost of obtaining said medical note.

19.09 An employee, upon request, will be advised of the amount of earned and unearned sick leave accrued to her credit.

19.10 Sick leave credits cannot be used if an employee is on weekly indemnity benefits as provided under Article 24.01(a) 4.

19.11 a) Paid Personal Leave Days:

Once a full-time employee is credited with earned or unearned sick leave credits, they can convert forty-eight (48) hours of these sick leave credits each year to a paid personal leave. If an employee quits or is terminated, any advanced unearned paid personal leave credits will be deducted from monies owing to the employee and such authorization for the Employer to make such deduction is deemed automatically provided by the terms of this Collective Agreement. Effective January 1, 2019, the number of hours that can be converted will increase to fifty-six (56) hours.

Once a part-time employee is credited with earned or unearned sick leave credits, they can convert two (2) days of these sick leave credits each year to a paid personal leave. If an employee quits or is terminated, any advanced unearned paid personal leave credits will be deducted from monies owing to the employee and such authorization for the Employer to make such deduction is deemed automatically provided by the terms of this Collective Agreement.

Paid personal leave credits drawn upon shall be deducted from the accumulated earned or unearned sick leave credits. However, if sick leave credits are used for personal leave, time must be taken in intervals of three (3) hours or more.

Employees may take this leave for reasons such as family illness, business or family responsibilities. In cases other than illness, such paid personal leave will be granted at times when it does not unreasonably interfere with the efficient operation of the Employer. Paid personal leave may not be carried over from one calendar year to another. Unused earned paid personal days as of December 31st of any calendar year shall be paid out in the same manner as unused earned sick credits as specified in the first sentence of Article 19.07.

Notwithstanding anything that may not be to the contrary of the collective

agreement, an employee entitled to sick leave and has available unused sick credits will be allowed to convert up to (8) hours of the sick leave credits into a personal day. The employee may take this personal day on the Thursday before the long weekend if Friday is the stat holiday or the following Tuesday after the long weekend if Monday is the stat holiday. This will be granted provided the employee gives two (2) weeks written notice to the supervisor. It is also understood and agreed only one employee per classroom is permitted to do this at the same time. Furthermore, if another employee from the same room is already off work for any reason on this day except for illness the request will not be granted. The employee will only be permitted to implement this twice per calendar year.

b) Unpaid Personal Emergency Days:

Unpaid personal Emergency Leave days can be used for the need for urgent leave, including reasons set out below, as well as reasons contained in the Employment Standards Act.

- Personal illness, injury or medical emergency
- Death, illness, injury, medical emergency or urgent matter relating to the following family members:
 - Spouse (includes both married and unmarried couples, of the same or opposite genders)
 - Parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
 - Spouse of the employee's child
 - Brother or sister of the employee
 - Relative of the employee who is dependent on the employee for care or assistance
- To attend to an "urgent matter" concerning any of the family members listed above, including providing for needs during illness of any member of his/her family above.

Full-time employees will be entitled to six (6) unpaid Personal Emergency Leave days and Part-time Employees will be entitled to eight (8) personal emergency leave days.

It is understood and agreed that all employees will have the option of using their paid personal leave days available pursuant to Article 19.11 a) for any of the reasons set out in Article 19.11 b).

19.12 Employees have the right to extended sick leave of up to two (2) years. Such leave shall be with no loss of seniority or health benefits. Employees must present a doctor's note confirming the need for the leave. The employer may request additional documentation including a functional abilities form. The employer will not cover the costs of such documentation. For sick leaves that extend past two (2) years, the employer will deal with such situations on a case- by- case basis having regard to the specific circumstances of the situation and the requirements of the Ontario Human rights Code.

19.13 Employees defined under Article 4.01(b), 4.01 (c), 4.01(d) and 4.01(e) are not covered by Article 19 - Sick Leave.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01**
- a) The Employer shall pay a full-time employee as defined in Article 4.01(a), up to five (5) days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of the employee's mother, father, brother, sister, spouse or children (including miscarriage).
 - b) The Employer shall pay a full-time employee, as defined in Article 4.01(a), up to three (3) days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of the employee's mother-in-law and father-in-law.
 - c) The Employer shall pay a full-time employee, as defined in Article 4.01(a), up to one (1) days' pay at the employee's regular hourly rate of pay for all regular time lost in the event of the death of the employee's grandparent, son-in-law and daughter-in-law.

Payment in a) above shall be made only to the extent of time lost while making arrangements for and/or attending the funeral and related activities. Payment ceases on the second day after the funeral, except that an Employee may use one of the days to attend an interment that occurs at a later date. In order to qualify for the above, the Employee must have completed her probationary period.

Payment in b) and c) above shall be made only to the extent of time lost while making arrangements for and/or attending the funeral. Payment ceases on the day after the funeral, except that an Employee may use one of the days to attend an interment that occurs at a later date. In order to qualify for the above, the Employee must have completed her probationary period.

If an Employee is required to travel more than six hundred (600) kilometers round trip to the place of the funeral, the Employee will be allowed one (1) more day for travel time.

- d) In the event of the death of a child enrolled in the childcare center or a child's parent, the Employer shall allow the employees in the room where the child was or is currently enrolled at the time of the death, to select one employee to represent the bargaining unit employees at the funeral. This employee shall be paid up to four (4) hours pay for the actual attendance at the funeral.

20.02 Full-time employees will not be paid for regularly scheduled days off under this Article.

20.03 Employees shall be entitled to an unpaid extended bereavement leave of up to one (1) month following the death of an immediate family member. Such leave shall be without loss of seniority, or health benefits.

20.04 It is understood that if the full-time employee is entitled to receive pay under any other provision of this Collective Agreement, there will be no pyramiding or duplicating of benefits.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.01 Maternity and parental leave will be granted in accordance with the provisions of the *Employment Standards Act* of Ontario. Notwithstanding anything that may be to the contrary in this Collective Agreement, the payment towards all group insurance benefits by both the Employer and the employee will be determined by the *Employment Standards Act* of Ontario. Upon request an Employee shall be granted an additional leave of absence without pay or benefits for a period not to exceed fifty-two (52) weeks, following completion of the maternity and parental leave set out above.

ARTICLE 22 - WAGES

22.01 Employees shall be paid no less than in accordance with Schedule "A" which forms part of this Collective Agreement. Pay periods and pay dates will be based on current practice.

22.02 The Employer will pay a retirement allowance of two hundred fifty dollars (\$250.00).

ARTICLE 23 – TRANSFERS

23.01 Temporary Transfers

- a) When an employee is temporarily transferred to a higher paying job classification than her own, she shall continue to receive the pay for her own job classification unless such transfer continues for more than five (5) consecutive working days. If the transfer continues for more than five (5) consecutive working days, the change in wage rate shall apply from the beginning of such transfer and she shall not be paid less than five percent (5%) above her current rate. When an employee is temporarily transferred to a lower paying position her rate shall not be thereby reduced. For the purpose of this Article, a temporary transfer means a transfer that will last until the absent employee returns to work or if it is the result of a vacancy as determined by Article 13.05, until such time as a qualified employee becomes available.
- b) This Article shall not apply when an employee is temporarily transferred to cover an employee who is on vacation.
- c) It is understood that once the temporary transfer is finished, the employee shall be returned to the room from which she was transferred.

23.02 Permanent Transfers

The Employer agrees that it shall not permanently transfer bargaining unit employees in an arbitrary manner, and that it will only permanently transfer bargaining unit employees in accordance with its operational requirements. Where a permanent transfer is contemplated, the Employer will provide two weeks written notice when possible prior to the transfer including an invitation to meet and discuss issues arising from the transfer that may affect the employee or employees in question.

ARTICLE 24 - GROUP INSURANCE PLAN

- 24.01** The Employer agrees to pay one hundred percent (100%) of the premium costs for the following Single benefits package for all full-time employees, as defined in Article 4.01(a) on the first day of the month following six (6) months of continuous employment. Eligible employees who desire to have the Family Benefits for Extended Health and Dental must pay fifty percent (50%) of the difference in the single and family premiums for the

Extended Health and Dental Plans. The Union further agrees that this Agreement does not violate the *Ontario Human Rights Code* as it is applicable to the employees of Progress Childcare.

a) Benefits for Employees Only:

- 1) Life Insurance: Two times annual earnings rounded to the next higher \$1000.00 if not already an even multiple of \$1000.00;

The benefit reduces fifty percent (50%) at age 65 and ceases at the earlier of retirement or age 75.

- 2) Accidental Death and Dismemberment (Occupational Coverage): Two (2) times annual earnings rounded to the next higher \$1000.00 if not already an even multiple of \$1000.00; to a maximum of \$250,000

Maximum of \$200,000 without Evidence of Insurability if applicable is completed within the time limit.

LIFE amounts reduces fifty percent (50%) at age 65 and further reduce to \$5,000 at age 70. Benefits terminates at age 75. Ceases at the earlier of retirement or age 75.

AD & D amounts reduce by 50% at age 65 and terminate at age 75.

- 3) Long Term Disability (Occupational Coverage):
Benefit Amount: Sixty percent (75%) of regular monthly earnings rounded to the next higher \$1.00 (if not already a multiple) up to a maximum of \$5000.00

Non-evidence Limit \$3,750

Elimination Period: 17 weeks

Benefit Period: to age 64 years and 35 weeks

Termination of Benefit: age 65, death or recovery whichever occurs first

Taxability of Benefit: taxable benefit

b) Benefits for Employees and Dependents:

Extended Health Care Plan: As presently provided by Desjardins Insurance Group or an equivalent plan.

Deductible: Nil

Registered masseur, speech pathologist and dietitian services. Medical recommendation is not required unless specified.

Prescription Drugs:

1. Generic drugs: 100% of the lowest priced Equivalent Drug available on the market.
2. Brand name drugs: 100% of the brand name drug if no Equivalent Drug is available on the market or 100% of the lowest priced Equivalent Drug available on the market.

Hospital Accommodation: The difference between the cost of a ward and a semi-private room.

Hearing Aids: One hundred percent (100%) up to a maximum of \$500.00 in any 36 month period.

EHB Overall Lifetime Maximum: Unlimited

Dental Plan:

Deductible: Nil

One hundred percent (100%) reimbursement of eligible charges, up to the amount specified in the applicable fee guide.

Dental Overall Maximum: \$1500.00 per person per calendar year

Fee Guide: Current Ontario Dental Association Fee Guide for General Practitioners.

- c) **Types of Employees Entitled to Benefits (Article 4) :** Employees defined under Articles 4.01(b)*, 4.01(c), and 4.01(d) are not entitled to any of the benefits listed under Article 24. *4.01(b) – Note: Notwithstanding the above-mentioned sentence, part-time employees as defined in 4.01(b) are entitled to Workplace and Insurance Board benefits.
- d) The above outlines the principal features included in the insurance program, but it is not to be considered the contract of insurance. The complete terms and conditions of these protections are set forth in the policies, certificates and/or plan of each of the insuring companies. The parties to the Collective Agreement agree that the contract(s) of insurance or policies, certificates and/or plan of each of the insuring companies do not form part of the Collective Agreement, notwithstanding anything that may be to the contrary in the Collective Agreement. The parties also agree that if there is a dispute in regard to the denial of payment for a claim under a benefit program by an eligible employee covered by the benefit program, the forum to settle the matter is the Courts, not

arbitration as provided in the Collective Agreement.

- e) The Employer at its sole discretion can change the carrier for any of the above benefits, provided the level of benefits does not decrease. If reasonably possible, prior to changing a carrier or carriers the Union will be given one (1) months' notice of the change.
- f) The Employer's payment towards the Insurance program will cease when an employee is laid off, terminated or on a leave of absence as specified in Articles 18.03 and 21.01 of this Collective Agreement, except as required by any other provision of this Collective Agreement or any relevant legislation.

24.02 The Employer will continue to pay for the cost of and ensure that all employees are covered by the provisions of the Workplace Safety and Insurance Act, 1997.

ARTICLE 25 - NEW JOBS

25.01 Should a job vacancy occur. The job shall be posted internally on the union board for five (5) days so that current union members may apply. After such time the posting shall be sent to the Union so that it can be distributed to the union membership and may be advertised outside the union. Where a new job classification is established by the Employer, within the bargaining unit, during the life of this Collective Agreement, the Employer will notify the Union of the new job classification and the range of wage rates for such classification. Within a period of ten (10) days from the date of notice, a meeting will take place, if so, requested by the Union, to discuss such wage rates. If no request has been made by the Union to discuss the range of wage rates within fifteen (15) days, the range of wage rates shall become part of the wage structure.

If the parties are unable to agree on the range of wage rates for a new job classification, the disputed wage rates will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the arbitrator shall only have the right to establish new wage rates by comparing the new job classification with existing wage rates of the other job classifications established in this Collective Agreement. It is understood that the new wage rates will be paid retroactive to the date an employee was transferred to the new job classification.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01** The Employer and the Union agree that it is desirable to maintain reasonable standards of safety and health in order to prevent occupational injury or illness.
- 26.02** The Union and the employees will assist the Employer in carrying out any reasonable health and accident prevention program.
- 26.03** The employees, the Union and the Employer agree to abide by the current Occupational Health and Safety Act of Ontario, as is amended from time to time, as it is applicable to them.
- 26.04** Upon presentation of receipts, the Employer shall reimburse an employee for the cost of head lice shampoo when employees are required to use it due to an outbreak of head lice at the daycare and the employee has contracted head lice. The employee shall advise her management supervisor in advance of this need. Such reimbursement for the shampoo will be limited to \$20.00 per contract year for each employee.
- 26.05** Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Employer on the date of the accident only.
- 26.06** The Union and the Employer agree that no employee should be subject to harassment in the workplace as per the Employer's policy as amended from time to time. In the event the Employer intends to change its policy, the Employer will first inform the Union of the changes and permit the Union to comment.

ARTICLE 27 – MISCELLANEOUS

- 27.01** A full-time employee who is unable to report for work will be expected to notify the Employer as soon as she is aware of that fact but, in no event less than two (2) hours before the time she is due to report for work.

Employees will contact the Progress Daycare telephone number during the Employer's regular business hours or the Progress Daycare mobile device if calling outside of the Employer's regular business hours to advise that they are unable to report for work. The Employer will determine who will have possession of the mobile device. The employee will call by telephone. If their call is not answered, they will leave a voice message. If they do not receive a call acknowledging their initial message within 5

minutes, the employee will call back again and leave another message.

27.02 A regular part-time employee who is unable to report for work will be expected to notify the Employer as soon as she is aware of that fact, but in no event less than two (2) hour before the time she is due to report for work.

Employees will contact the Progress Daycare telephone number during the Employer's regular business hours or the Progress Daycare mobile device if calling outside of the Employer's regular business hours to advise that they are unable to report for work. The Employer will determine who will have possession of the mobile device. The employee will call by telephone. If their call is not answered, they will leave a voice message. If they do not receive a call acknowledging their initial message within 5 minutes, the employee will call back again and leave another message.

27.03 Medical Examinations Required by the Employer

If the Employer requires an employee to take a medical examination as provided in Article 3.01(c) the Employer will be responsible for the reasonable cost of such medical examination. This provision is not applicable to Article 16.04, Article 19.08, Article 27.04 or for medical exams or costs associated with weekly indemnity claims and/or long-term disability claims.

27.04 All employees who have completed their probationary period shall be entitled to have up to a maximum of five (5) paid hospital days per calendar year. These days will be paid when an employee is hospitalized overnight. For clarity purposes, hospitalization does not include outpatient treatment. It is the employee's responsibility to provide proof at their expense which is satisfactory to the Employer before payment is made.

27.05 The Union, Employer and employees agree to abide by the standards set out by the Ontario Provincial Ministry of Education, and/or under the Childcare and Early Years Act as amended from time to time as these standards are applicable to each of them.

27.06 Management will communicate with the steward regarding permanent changes in center, permanent changes to room, and permanent changes in routines. This communication is not to be a forum to debate the issues.

27.07 Any changes to the Board will be posted on the bulletin board for 5 calendar days within a reasonable timeframe following the change.

27.08 Effective as of the date of ratification of this Agreement, employees who are responsible for programming will be given two (2) hours per week off the floor during working hours to program plan. The Employer will be responsible to create the schedule and ensure that ratios are covered.

Effective January 1, 2024, , employees who are responsible for programming will be given four (4) hours per week off the floor during working hours to program plan. The Employer will be responsible to create the schedule and ensure that ratios are covered.

- a) To ensure employees have the necessary equipment to complete programming in a manner consistent with the City of Toronto's Assessment for Quality Improvement standards and they meet the expectation of the Child Care and Early Years Act, as well as other work-related documentation, the Employer will provide enough computers to allow those scheduled for programming at the same time to access the computer, as well as function computer. Employees will have the option of using their own computer/tablet to complete their programming.

The employer agrees to ensure WIFI access for the Employer provided computers.

- b) In the event that an employee who entitled to programming time and who works in a program where there is not another RECE assigned, is away from work for any reason, and during that time, the remaining employees in the program will be entitled to do the research, preparation and development of program activities will receive the programming time that the employee that is away would otherwise have been entitled to.

ARTICLE 28 - BULLETIN BOARD

28.01 The Employer will provide a bulletin board upon which the Union may post notices of union business which have been approved by the Employer, and initialed by the Chief Officer within the bargaining unit.

ARTICLE 29 - GENERAL

29.01 Plural or Masculine Terms May Apply

Whenever the singular, masculine or feminine is used in this Collective

Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 30 – DISCIPLINE PROCEDURE

30.01 An employee who has completed her probationary period who is at work on the premises of the Employer shall have the right to have her Steward present, if one is available on the Employer's premises, upon request, at any discussion with supervisory personnel which is for the purpose of advising the employee of discipline, or at any meeting where there are two (2) or more management representatives.

At any meeting with Management, when an employee who has completed her probationary period believes that the meeting is leading up to a disciplinary action, the employee shall have the right to request a Steward if a Steward is available on the Employer's premises.

Failure by the Employer to fulfill this obligation shall not render the discipline null and void. If such is the case, the Employer shall inform the Union in writing of the written warning, suspension or discharge within five (5) working days following the meeting.

In the event of a suspension or discharge of an employee who has completed her probationary period, the Employer will be limited to the grounds outlined in the suspension or discharge letter at an arbitration hearing.

For clarity, the provisions of this Article do not apply to coaching meetings that the Employer may require an employee to attend, nor to coaching letters issued by the Employer, as coaching meetings and letters are not disciplinary. As coaching meetings and letters are not disciplinary, they will not form part of any progressive discipline process nor can they be relied upon as part of any progressive discipline process. However, an employee will have the right to ask for a steward to be present, if one is available on the Employer's premises, in the event that there are two (2) or more management representatives at the meeting.

ARTICLE 31 – STAFF MEETINGS OUTSIDE REGULAR WORKING HOURS

31.01

- a) There will be no scheduled staff meetings during the months of July and August unless required due to an emergency or a directive from the Ministry of Education or Toronto Children’s Services.
- b) Employees attending the staff meeting outside of their regular working hours will be compensated for the time spent in the actual staff meeting by being able to take lieu time off with pay at their regular hourly rate for each hour or part thereof spent in the staff meeting at a mutually agreeable day and time.
- c) All employees are required to attend the staff meetings. Employees who are absent on the day of the scheduled staff meeting will be excused from attendance. However, if CPR/First Aid Training is offered at the daycare all staff are required to attend their CPR/First Aid training. If a staff member is unable to attend the CPR certification course due to sickness, they will be required to take the course at another time. In either case (i.e.: a staff member taking CPR/First Aid Training and certification course offered at the daycare, or taken at another time or location), the Employer will pay for the registration costs of the course or training, but will not pay the employees for their time and attendance.
- d) The employer shall give ten (10) days written notice as to the date of the scheduled staff meeting except in cases of emergency and/or directives from the Ministry of Education and Toronto Children’s Services.

ARTICLE 32 – TIME OFF OVER CHRISTMAS

Over the two-week Christmas period, the Employer shall permit more than one employee per room to be off over this period provided that all of the following conditions are met:

- 1) There must be one permanent staff from that room in attendance;
- 2) The Employer must be able to meet the legislative requirements regarding staffing levels and qualifications; and
- 3) Priority as to the second staff allowed to be off shall first be given to those who have remaining Sick Days and/or personal days and according to seniority.

ARTICLE 33 - MODIFICATION

33.01 It is understood by both parties that the provisions of this Collective Agreement shall be conclusive as to all bargaining matters relating to wages, hours of work and working conditions. Therefore, the Employer and the Union each agree that the other shall not be obliged to bargain collectively with respect to any such matter referred to or governed by this Collective Agreement unless the Employer and the Union agree to alter, amend, supplement, or modify any of its provisions.

33.02 This Collective Agreement sets forth all the understandings and agreements existing between the Employer and the Union at the date of the signing of this Collective Agreement. Any modification to this Collective Agreement which is not in writing and signed by the parties hereto shall have no effect and shall be void.

ARTICLE 34 - DURATION

34.01 This Collective Agreement shall become effective on the 1st day of January, 2022 and remain in full force and effect until midnight of the 31st day of December 2024 and shall renew itself from year to year thereafter unless written notice to terminate or amend this Collective Agreement is given by either party within three (3) months prior to the expiration date of any annual renewal thereof.

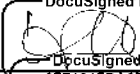
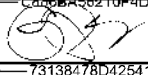
Wages:

Effective January 1, 2022	3% increase for RECE, Assistant Supervisor on Schedule A
	3% increase for Registered Early Childhood Educator Schedule A
	3% for Early Childhood Assistant, Food Presenter (cook), and Float on Schedule A
Effective January 1, 2023	4% increase for RECE, Assistant Supervisor on Schedule A
	3% increase for Registered Early Childhood Educator Schedule A
	3% for Early Childhood Assistant, Food Presenter (cook), and Float on Schedule A
Effective January 1, 2024	4% increase for RECE, Assistant Supervisor on Schedule A
	3% increase for Registered Early Childhood Educator Schedule A
	3% for Early Childhood Assistant, Food Presenter (cook), and Float on Schedule A



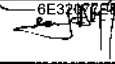
34.02 In the event of such notification being given to amend this Collective Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

DATED at the City of Toronto 7/31/2024

FOR THE EMPLOYER

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Maria Wisniewska
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FOR THE UNION

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Letter of Understanding #1

~between~

Progress Child Care Centre

~and~

CUPE Local 2484-29

Re: Government Grants

If the Federal and/or Provincial and/or Municipal government(s) give grants to enhance the earnings of the employees, such grants, minus statutory Employer deductions, will be passed on in total to the unionized and non-unionized management employees.

The distribution of grant monies will be based on the rules set by the appropriate government(s). A full share will be based on an employee working forty (40) hours per week in that period. Employees who do not work forty (40) hours per week in that period shall have their share prorated.

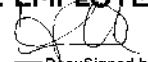
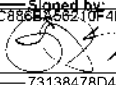
It is clearly understood that the Employer's obligation is limited solely to Schedule "A" rates. In other words, Schedule "A" rates will not be increased as a result of any grants given by the Federal and/or Provincial and/or Municipal government(s).

Employees defined under Article 4.01 (c), 4.01(d) and 4.01(e) are not entitled to share in any of the grant monies, except the Provincial Wage Enhancement Grant.


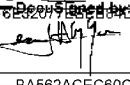
This Letter of Understanding forms part of the Collective Agreement.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER


 Signed by
 Maria Wisniowska
 Signed by

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FOR THE UNION


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Letter of Understanding #2

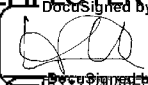
between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Union Negotiating Committee

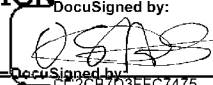
As long as negotiations take place outside of the regular working hours of the members of the negotiating committee, the Union shall not be limited to three (3) Committee Members on the negotiating committee.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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 Maria Wisniewska
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FOR THE UNION

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Letter of Understanding #3



between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Retirement Plans



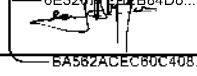
The union and management will participate in a lobbying campaign to ask municipal and/or provincial government to fund pension plans for childcare workers. If monies for a pension plan are received during the life of the collective agreement, the parties will sit down to discuss how the monies should be used for the creation of some sort of retirement plan.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER


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FOR THE UNION


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Letter of Understanding #4



between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Pay Equity

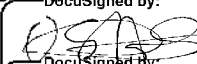

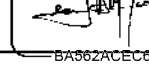
If pay equity monies are received, the employer agrees that the monies shall be distributed in accordance with the requirements of the legislative bodies.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding #5

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Coordinated Bargaining

The Employer and the Union agree that there is a need to consolidate or otherwise make more efficient use of resources to improve services and to strengthen bargaining and political power; the latter is necessary as we continue to press for creation of a national child-care program.

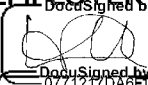
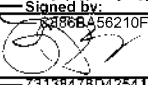
The Employer agrees to participate in discussions with the Canadian Union of Public Employees and other agencies regarding the development of structures and options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

The Employer, collectively with the Union and other agencies, further agrees to lobby the three levels of government, for increased funding to improve wages and benefits for workers, and childcare services in whole.

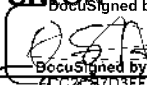
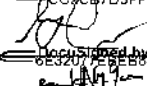
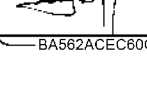
It is agreed that participation in a Central Bargaining process for the next round of bargaining is dependent on the agreement of each party to participate in that process.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding #6

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Anti-Harassment Policy

The Anti-Harassment Policy will only be amended by the Employer after it has offered the union the opportunity to provide input on proposed amendments, or when required by legislation.

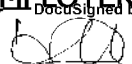
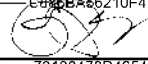
If the Employer intends to amend the policy, it will provide the union with notice of that intention. The union will then have ten days to attend a meeting with the Employer to provide input on proposed amendments, or alternately, at the union’s discretion, to provide written comments on the proposed amendments. Provided that if the parties cannot agree to a meeting date within the aforementioned ten-day period, they can agree to extend that period by mutual agreement. In addition to the Union’s Health and Safety Representative at Progress, the Cupe 2484 Health and Safety Representative or their designate will have the right to attend. For further clarity, both parties may have professional advisor attend.

In the event the Union wishes to propose amendments the process set out in above paragraph will apply.

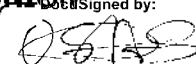
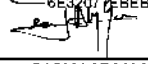
Staff and management shall sign the policy on a yearly basis. Parents shall sign the “Parent and Child Code of Conduct” before they start in our childcare and review/resign the policy as need it.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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Maria Wisniewska
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FOR THE UNION

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Letter of Understanding #7

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29



Re: Board of Director's Meeting

Up to five (5) employees from the centre may attend meetings of the Board of Directors. The dates and times of the board meetings will be posted on the union bulletin board not less than the latest of two (2) weeks from the date of the meeting or when notice of the meeting is provided to the Directors. Employees need to provide questions or agenda items in writing to the Board Chair at least one (1) week in advance of the meeting so it can be added to the agenda. As there may be times when Board Meeting dates and times change, changes shall be posted on the Union Board when they are known to management or as soon as possible after it is known there will be a change.


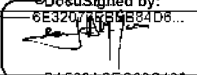
Nothing in this Letter of Understanding provides any employee with the right to attend a meeting of the Board of Directors or any portion of thereof if the meeting or portion thereof is in camera or if the employee has a conflict of interest.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding #8

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Access and Equity Policy Joint human rights committee

Access & Equity Policy



This letter of understanding will be amended to reflect no changes to be made to the Access and equity policy unless it is a joint decision between the union and the employer.

Joint human rights committee

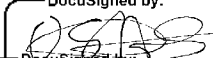

The Employer and the Union will create a joint human rights committee that will address any workplace issues around discrimination, harassment, and equity. The committee will consist of two (2) management, and two (2) union members.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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FOR THE UNION

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Letter of Understanding #9

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

Re: Staff Meetings

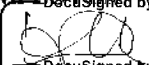

The employer agrees to have staff meetings during the lunch periods during the months of July and August.

Employees will earn lieu time for the lunch time meeting with the exception of their fifteen (15) minutes paid break.

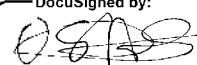

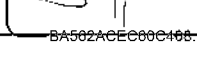
However, should there be a workshop which require all staff to attend it will be held during the evening. Only trainings required by the government are permitted on the weekend.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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Letter of Understanding #10

between~

Progress Child Care Centre

~and~

CUPE Local 2484-29

Re: Past RRSP Contributions

The parties agree that during the term of the Collective Agreement they will meet to discuss the status of the contributions of current and past bargaining unit employees who made contributions to the RRSP plan in the past.

The Employer agrees to provide relevant information to the Union, if there is any new/changed information than what was provided in bargaining.

In the event the parties are not able to reach a common understanding, either party may refer the matter to the next round of bargaining.

DATED at the City of Toronto this 7/31/2024


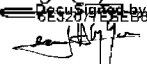
FOR THE EMPLOYER

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Letter of Understanding #11

between~

Progress Child Care Centre

~and~

CUPE Local 2484-29


RE: Professional Development and Training

When the Employer schedules training sessions during staff meetings, the terms of the Article 31 of the Collective Agreement will apply. For training sessions or workshops that do not take place during staff meetings, the following conditions apply:

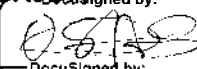
1. Employees have the right to request to attend training or workshops of their choice. The Employer will consider request from employees for such training on a case by case-by-case basis, having regard to the relevance of the training to an employee's work and the benefit of the training to the Employer. A denial by the Employer will be based on one or more of legitimate operational reasons, availability of funds, and the relevance of the training to the employee's work and the benefit of the training to the Employer. Approval will not be unreasonably withheld.
2. If the employer requests that an employee attend any particular training or a particular workshop, the Employer will pay for all time spent in the training or at the workshop, as either straight time or overtime, as the case may be, based on the terms of the Collective Agreement. If the training or workshop is at a time that the employee would otherwise be working, the time will be considered work time. If the time is outside of the time that the employee would otherwise be working, the Employer will pay for the time in accordance with the Collective Agreement. It is understood that the Employer may only compel an employee to attend training if the terms of the Collective Agreement is respected.
3. If the Employer requests that an employee attend any particular training or a particular workshop, or if the Employer approves training as set out in paragraph 1, above, all expenses (including but not limited to travel costs, costs of materials, etc.) will be paid by the Employer.
4. Notwithstanding any of the foregoing, with the respect or CPR/First Aid training, the provisions of Article 31 will prevail over the provisions of this Letter of Understanding.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER:


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DocuSigned by:
Maria Wisniowska
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FOR THE UNION:


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Letter of Understanding #12

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29


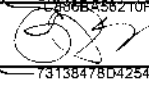
RE: Communities of Practice

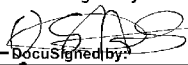
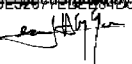
The parties recognize that the College of Early Childhood Educators and the City of Toronto expect that all RECE's participate in a continuous learning process. Also it is recognized that Progress Childcare should support RECE's in these professional development endeavours.

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

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

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER
Signed by:

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Maria Wisniewska
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FOR THE UNION
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Letter of Understanding #13



between~
Progress Child Care Centre
~and~
CUPE Local 2484-29

RE: Creation of an Audio/Visual Recording Policy



The Employer will implement a policy regarding the collection, storage, and use of the recordings from the CCTV system at the daycare. For clarity, this system may include visual recordings, but will not include audio recordings. The Employer and the Union will meet within 60 days of ratification to have good faith discussions regarding issues that should be addressed in any such policy as well as the substance of the policy, and the Employer will provide the Union with pertinent information and answers to pertinent inquiries that are reasonable in the circumstances to enable the Union to participate in the aforementioned discussions in an informed and meaningful way. While the Employer and the Union will engage in good faith discussions regarding this policy, the Employer will have the final decisions as to the content of the policy provided that the Union will have the right to grieve the policy or file a complaint under any relevant legislation or regulation.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

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Maria Wisniewska
Signed by:

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FOR THE UNION

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Letter of Understanding #14

between~
Progress Child Care Centre
~and~
CUPE Local 2484-29


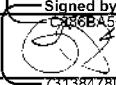
RE: MSPP

The Employer agrees that when it submits its proposed budget to the City for 2024, it will include a request for funding from the City sufficient to fund a 2% contribution Employer (together with a 2% contribution to be made by the employees) toward an MSPP for the employees. If the City agrees to provide this funding, the Employer will establish an MSPP, provided that:

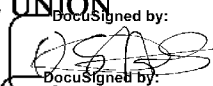


1. If the City does not agree to provide this funding, the Employer is not required to establish an MSPP;
2. If at some point in the future, the city decides that it will no longer contribute funding sufficient to fund the Employer's contribution to the MSPP, the Employer and the Union will meet to discuss whether the MSPP will be continued, altered in some manner, or discontinued; and
3. If the City agrees that it will provide this funding, but on the basis that it will not provide funding for wages sufficient to fund the wage increases that the parties have agreed to for 2024, the Employer will not be required to proceed to establish an MSPP.

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

DocuSigned by:

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 Signed by:
 Maria Wisniewska
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FOR THE UNION

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SCHEDULE 'A'

Employees holding an entry-level position may request to be considered for an available position in another classroom. The parties clearly understand that, an employee cannot use her seniority to dictate their room assignment as such, the final determination as to where an employee shall be assigned rests with the employer. The employer shall post on board notice of entry-level position required to be filled for 5 calendar days. If another entry level vacancy is created as a result of the employers' filling the 1st entry level position with a bargaining unit employee, no further posting is required. Clearly understand the posting entry is not covered by article 13.04 Promotions.

Progress Childcare (Scarborough) Inc. 2022 Wage Grid

Assistant Supervisor, R.E.C.E.

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	26.93	27.51	27.57	27.90	28.50	29.47
3%	\$ 0.81	\$ 0.83	0.83	0.84	\$ 0.86	0.88
	27.74	\$ 28.34	28.4	28.74	29.355	30.35
Pay Equity	0.28	0.28	0.28	0.28	0.28	0.28
	28.02	\$ 28.62	28.68	29.02	\$ 29.64	30.63

Registered Early Childhood Educator

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	25.58	26.13	26.64	26.96	27.68	28.08
3%	0.77	0.78	0.8	0.81	0.83	0.84
	26.35	26.91	27.44	27.77	28.51	28.92
	0.28	0.28	0.28	0.28	0.28	0.28
	26.63	27.19	27.72	28.05	28.79	29.20

Early Childhood Assistant

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	21.06	21.61	22.38	22.71	23.01	23.73
3%	0.63	0.65	0.67	0.68	0.69	0.71
	21.69	22.26	23.05	23.39	23.7	24.44

Food presenter
(Cook)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	20.12	20.68	21.45	21.77	22.07	22.79
3%	0.6	0.62	0.64	0.65	0.66	0.68
	20.72	21.3	22.09	22.42	22.73	23.47

Float (ECA)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	18.86	19.42	20.19	20.51	20.82	21.42
3%	0.56	0.58	\$ 0.61	\$ 0.62	0.62	0.64
	19.42	20.00	\$ 20.80	\$ 21.13	21.44	22.06

Pay Equity

R.E.C.E. and Assistant Supervisor \$0.28 per hour.

ECA's, float, Food presenter \$0.00 per hour

**Progress Childcare (Scarborough) Inc.
2023 Wage grid**

Assistant Supervisor, R.E.C.E.

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	28.02	28.62	28.68	29.02	29.64	30.63
4%	1.12	1.14	1.15	1.16	\$ 1.19	\$ 1.23
	29.14	29.76	29.83	30.18	30.83	31.86

Registered Early Childhood Educator

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	26.63	27.19	27.72	28.05	28.79	29.2
3%	0.8	0.82	0.83	0.84	0.86	0.88
	27.43	28.01	28.55	28.89	29.65	30.08

Early Childhood Assistant

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	21.69	22.26	23.05	23.39	23.7	24.44
3%	0.65	0.67	0.69	0.7	0.71	0.73
	22.34	22.93	23.74	24.09	24.41	25.17

Food presenter (Cook)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	20.72	21.3	22.09	22.42	22.73	23.47
3%	0.62	0.64	0.66	0.67	0.68	0.7
	21.34	21.94	22.75	23.09	23.41	24.17

Float (ECA)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	19.42	20	20.8	21.13	21.44	22.06
	\$	\$	\$	\$	\$	\$
3%	0.58	0.60	0.62	0.63	0.64	0.66
	20.00	20.60	21.42	21.76	22.08	22.72

Progress Childcare (Scarborough) Inc. 2024 Wage grid

Assistant Supervisor, R.E.C.E.

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	29.14	29.75	29.83	30.18	30.83	31.86
4%	1.16	1.19	1.19	1.21	1.23	1.27
	30.31	30.94	31.02	31.39	32.06	33.13

Registered Early Childhood
Educator

0

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	27.43	28.01	28.55	28.89	29.65	30.08
3%	0.82	0.84	0.86	0.87	0.89	0.9
	28.25	28.85	29.41	29.76	30.54	30.98

Early Childhood Assistant

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	22.34	22.93	23.74	24.09	24.41	25.17
3%	\$ 0.67	\$ 0.69	0.71	0.72	0.73	\$ 0.76
	23.01	23.62	24.45	24.81	25.14	25.93

Food presenter (Cook)


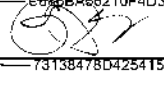
	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	21.34	21.94	22.75	23.09	23.41	\$ 24.17
3%	0.64	0.66	0.68	0.69	0.7	\$ 0.73
	21.98	22.60	23.43	23.78	24.11	24.90

Float (ECA)

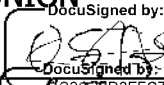
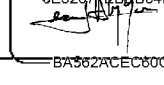
	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	20	20.6	21.42	21.76	22.08	22.72
3%	0.6	0.61	0.64	0.65	0.66	0.68
	20.60	21.21	22.06	22.41	22.74	23.40

DATED at the City of Toronto this 7/31/2024

FOR THE EMPLOYER

DocuSigned by:

 DocuSigned by:
 Maria Wisniewska
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 73138478D425415...

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