

Collective Agreement

Between

Ascot Avenue Community Daycare

(Hereinafter referred to as the "Employer")

and

Canadian Union of Public Employees

And it's Local 5213.02

(Hereinafter referred to as the "Union")

January 1, 2026 - December 31, 2027

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ARTICLE 1 - PREAMBLE

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

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to.
- c) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- d) To maintain a high standard of care for the children and promoting their intellectual, physical and emotional development.
- e) To encourage and promote co-operation and mutual support between day care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care.
- f) To encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- g) To recognize that the Employer operates a major child care centre using a volunteer parent board which changes from time to time.
- h) To acknowledge that Ascot Avenue Community Daycare is a non-profit centre.
- i) To promote the use of non-adversarial approaches to the solution of problems.

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

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of Ascot Avenue Community Daycare in the City of Toronto, save and except the Director, and employees in and above the rank of supervisors.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases agreed mutually

upon in writing by both parties, or in cases of emergency or unforeseen circumstances.

2.03 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services currently performed by the employees shall not be contracted out.

2.04 Definitions

This Collective Agreement is fully applicable to all full-time, part-time, Supply/Casual and contract employees.

Employment Categories:

Full time Employees shall be defined as those employees who work regularly between twenty-seven and one half (27.5) hours to thirty-five (35) per week.

Part-time Employees shall be defined as those employees who regularly work fewer than twenty-seven and one half (27.5) hours per week during the school year (September through June).

Float Employees are considered as full-time employees and shall be defined as those employees who are regularly scheduled for a minimum of 27.5 hours per week to cover absences or on an as-needed basis in either location.

Supply Employees:

A supply employee is a non-regularly scheduled employee who is not obligated (except as set out in this agreement), to accept an offered shift. Supply employees shall not displace regular employees.

These supply employees will not be utilized until part-time employees in the bargaining unit have had first opportunity for available shifts at regular time, as per the normal scheduling and call-in procedure.

Supply employees will have a separate seniority list (Supply Seniority) that shall go by hours worked in this supply position. Newly hired supply employees shall serve a probationary period of 6 months or at minimum after working 320 hours.

The supervisor will maintain a roster of individuals for use on a supply basis.

Supply employees shall provide their availability to work with the employer and update their availability should it change. A supply employee has the right to accept or decline the offer of work each time they are called.

Supply employees shall not be eligible to accept regularly scheduled shifts from other staff, without the mutual agreement of the Employer and the affected employees.

Supply employees are entitled to receive pay for the statutory holidays listed in Article 17 providing they are eligible or qualified for such pay as set out in the Employment Standards Act.

Supply employees shall receive vacation pay on each pay in accordance with the Employment Standards Act, 2000.

Supply employees will be deemed terminated when non-compliant with the requirement to work a minimum of 4 shifts per any one quarter of the year (if requested to work), including working at least one shift in any two (2) of the three (3) months in the quarter, with the time periods set out as follows:

January 1 - March 31

April 1 - June 30

July 1 - September 30

October 1 - December 31

Supply employees shall not be considered eligible for any posted positions until after the job posting procedure has been completed by permanent scheduled employees. Once a supply employee successfully bids into a permanent position, their date of hire, for the purposes of job competition only, will be credited 1 year for every 1500 hours worked. All other entitlements in the Collective Agreement will be based on the original date of hire (presuming there were no actual breaks in employment).

Contract Employees shall be defined as those employees who are hired to replace a full-time or part-time employee while on leave. Internal employees filling these contract positions will return to their position at the end of the contract. If that position no longer exists, then they will be placed into another position in the same classification and status.

Probationary Employees shall be defined as newly-hired employees and shall be considered on a probationary basis for a period of six (6) calendar months.

Employee Positions:

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

- c) Kitchen Staff shall be defined as a person who:
 - i. Holds a valid food handling certificate; and
 - ii. Is able to assist in the classroom for short periods of time.

2.05 No Other Agreements

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

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

2.06 Representatives of Canadian Union

An authorized Representative of the Union will be entitled to visit the workplace during working hours subject to the following;

- a) The Union Representative speaks to or communicates in writing with the Supervisor, not less than forty eight (48) hours prior to such visit and, receives permission to visit. The Employer agrees that such permission will not be unreasonably denied.
- b) The Union agrees that visits to the workplace shall not supplant the proper operation of the grievance procedure and will not interfere with work, care to the children, or the operation of the child care centre.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that the management of the operation and direction of the Employees are fixed with the Employer and, without limiting the generality of the foregoing, the Union acknowledges that, subject only to the specific expressed provisions of the Agreement, it is the function of the Employer to:

- i. maintain order and efficiency;
- ii. make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;
- iii. select, and direct all employees, including the right to hire, transfer, classify, promote, demote, lay off, recall, schedule and assign work; discharge, suspend or otherwise discipline non-probationary Employees for just cause;
- iv. Have the sole and exclusive jurisdictions over all operations, building and equipment.

The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement and agrees not to act in an arbitrary or discriminatory manner, or any regulatory bodies or legislation such as the Child Care and Early Years Act, 2014, College of Early Childhood Educators, Toronto Public Health, Toronto Children's Services etc.

ARTICLE 4 - NO STRIKE OR LOCKOUTS

4.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 5 - NO HARRASSMENT OR DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected.

5.02 Respectful Workplace

- a) The Employer and the Union jointly affirm that every employee, including non-bargaining unit employees, shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone improper behaviour on the part of any person, which would jeopardize an employee's dignity and well-being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

- b) Definitions:

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.

- i) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time and can include:
- Rude comments and swearing as well as spreading unfounded or misinformed rumours that damage a person's reputation;
 - Actions that invade privacy or personal property or unwelcome gestures; and
 - Display or distribution of electronic material that offends.
- ii) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- iii) Harassment is any behaviour that demeans, humiliates or embarrasses a person and that a reasonable person should know would be unwelcome and includes:
- Verbal abuse;
 - Actions such as touching or pushing;
 - Comments such as jokes and name calling;
 - Verbal threats, accusations, coercion; or
 - Displays such as posters and cartoons that offend.
- It may be a single incident or continue over time.
- c) The parties also agree that there shall be no discrimination or harassment as defined by Ontario's *Human Rights Code*.

5.03

Sexual Harassment

a) Definition:

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:

- i) Unnecessary touching or patting;
 - ii) Suggestive remarks or other verbal abuse;
 - iii) Leering at a person's body;
 - iv) Compromising invitations;
 - v) Demands for sexual favours;
 - vi) Physical assault.
- b) Sexual harassment is prohibited. Any employee who feels they have been sexually harassed has the right to initiate a complaint through the grievance process.

- c) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the fifteenth (15th) day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

6.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Deductions.
- b) The Employer agrees that a Local Union representative will be given the opportunity to meet with each newly-hired employee who is not a member of the Union, once during the employee's first month of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. The Union Steward shall provide the employee with a copy of the Collective Agreement and any such related materials, membership cards etc. The orientation meeting may take place on the Employer's premises or virtually at a time and location that works for the Local representative, the member and the Employer (if during work hours) for the orientation meeting during the newly hired employee's orientation session with the Employer and shall not exceed thirty (30) minutes in duration. The Employer and the Union will make every effort to have this orientation meeting with the Union occur during work hours to ensure that each newly hired employee has a Union orientation.

6.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Supervisor or their designate and the Secretary of the Union with a copy to the Local President and the CUPE National Staff Representative. The Local to provide to the Employer the Local's contact information as it is updated or changes.

ARTICLE 8 - LABOUR-MANAGEMENT

8.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Bargaining Committee

A Bargaining Committee shall be appointed or elected, including not more than three (3) members of the Bargaining Unit as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Where possible, the Employer will strive to bargain during the day. Regardless of when bargaining occurs, each employee member of the Committee will be compensated for time spent in bargaining, to a maximum of twenty-four (24) hours' compensation each.

8.03 Union - Management Committee

A Union/Management Committee shall be established consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.

- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- e) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet upon request of either party, but shall not meet less than four (4) and a maximum of six (6) times per year. If an additional request to meet is made by either party, the request to meet will not be unreasonably denied. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Meetings shall be for no longer than one (1) hour and shall take place at the centre, or virtually during working hours, unless otherwise agreed by all parties. Employees shall not suffer any loss of pay for time spent with this Committee.

A committee may only take time off in lieu for time spent on the committee, after they have accumulated the equivalent of one (1) of their full standard working days. The committee member may only take lieu time in one (1) unbroken period equal to one (1) standard working day. This lieu time must be taken within twenty-one (21) working days of the last labour management meeting following the accumulation of the full standard day.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.04

Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its

regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health, in order to prevent injury and illness.

- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees. The committee shall normally meet at least every three (3) months for no more than thirty (30) minutes, unless otherwise agreed to by all parties. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. Such inspections shall not be in excess of sixty (60) minutes in length, unless otherwise agreed to by the employer. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Scheduled time spent in all such activities shall be considered as time worked.
- d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 9 - GRIEVANCE

9.01 Grievance

A grievance shall be defined as a dispute between the Employer and an Employee, or the Union, regarding the interpretation, administration, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated. When a grievance arises, an earnest effort shall be made to settle the dispute in the manner as described in this Article.

9.02 Names of Stewards

The Union shall have up to four (4) stewards between both sites. The Union will notify the Employer in writing of the name of each Steward and the location(s) they represent before the Employer shall be required to recognize them.

9.03 Permission to Leave Work

The Employer agrees that Stewards and/or the grievor shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and committee members shall be entitled to leave their work during working hours without loss of wages and benefits, at an agreed upon time, in order to

carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. No such meetings, investigations, processing of grievances nor discussions relating to grievances shall take place in classrooms or in the presence of children and/or families. Any such meetings, investigations, processing of grievances and discussions relating to grievances on the Employer's property shall only take place with supervisor approval and after 48 hours' notice to a supervisor, unless occurring on the employee's break time(s).

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on committees identified in this Agreement, shall be considered as time worked.

Meetings with employees to take place during regular workday hours with preparation to be done after hours and paid for time. Meetings to be no longer than one (1) hour maximum with no minimum pay and pre-approved by the supervisor.

9.04

Settling of Grievance

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

Complaint Step

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

Step 1

If the complaint is not settled within ten (10) working days of the discussion, the aggrieved employee or steward will submit their grievance in writing to their immediate supervisor. The Executive Director or Supervisor shall provide their decision within ten (10) working days after receipt of such notice.

Step 2

If the grievance is not settled at Step 1, the Union on behalf of the aggrieved Employee shall present the grievance to the Board of Directors within ten (10) working days of the receipt of the Supervisors decision or the time when such decision should have been received. Upon receipt of the grievance the Board will call a meeting within ten (10) working days with the grievor and Union representative, or as soon as practically reasonable in the circumstances The Board shall provide a written answer to the grievance to the union within ten (10) working days of said meeting.

Mediation

By mutual consent, the parties may agree to use the services of a mediator prior to referring the grievance to Arbitration. The parties agree to share the costs of the mediation.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

9.05 Policy Grievance

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

9.06 Union and Employer May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1. The Employer shall also have the right to originate a grievance, where appropriate.

9.07 Union Representation

Any grievor shall have the right to be accompanied by a representative of the Union for any discussions or negotiations with the Employer's representative relating to a grievance brought on behalf of the grievor.

9.08 Replies in Writing

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

9.09 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

9.10 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified herein, the grievance shall be deemed to be abandoned, never to be re-opened. For clarity, no adjudicator shall have jurisdiction to hear any grievance that was not advanced in accordance with the strict time limits set out herein.

Notwithstanding the above paragraph, the Employer agrees to consider extensions to timelines in exigent circumstances.

9.11 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

9.12 Definition of Working Days

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

ARTICLE 10 - ARBITRATION

10.01 Referral to Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within thirty (30) days of the decision under Step 2 of the Grievance Procedure.

10.02 Payment of Arbitration

Each of the parties will bear its own expenses with respect to any arbitration proceedings, except that the parties will bear jointly the expenses of the arbitrator on an equal basis.

10.03 Selection of Arbitrator

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

10.04 Decision of the Arbitrator

The sole Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

10.05 Time limits

Time limits specified in the Grievance or Arbitration Procedures are mandatory and not merely directory and may only be extended by mutual agreement, in writing, between the Employer and the Union. Section 48(16) of the *Ontario Labour Relations Act, 1995*, as amended regarding extension of time does not apply. The time limits

mentioned in this Article and in the preceding Article may only be extended by mutual agreement of the parties.

10.06 Arbitrator's Authority

The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator for each grievance.

The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

ARTICLE 11 - DISCIPLINE, SUSPENSION, DISCHARGE

11.01 No non-probationary employee shall be discharged or disciplined without just cause

11.02 No employee shall be advised of discipline without the presence of a Union Steward, or other representative from the Union. In any event, the meeting will take place within three (3) working days of the Employer's notification to the employee that a meeting is required, unless otherwise mutually agreed.

Any Union Steward or employee involved in a disciplinary meeting with the disciplined employee shall ensure that the matter remains confidential, with the exception of necessary disclosure to official Union representatives.

11.03 It is agreed by the parties that the Union shall be notified immediately of any suspension or discipline, discharge of any employee.

11.04 Access to Personnel File

Employees may, upon written request to the Supervisor, review their personnel file. The Employee may be accompanied by a Union Representative at a time that is mutually arranged between the Employer and the Employee concerned. Such review shall take place outside of working hours, is unpaid, and is limited to two such reviews per year. The Supervisor will remain present.

11.05 Crossing of Picket Lines

In the event of a strike by any bargaining unit of the TDSB at the specific location at which the employee works, no employee covered by this Agreement shall be required to work any additional hours beyond their normal scheduled hours, regardless of whether the Employer operates additional programs or extended hours during any such strike.

11.06 Both parties recognize that discipline is normally given as an attempt to change an employee's behaviour. Generally, where related to performance, the progressive discipline process will only begin after a non-disciplinary attempt or attempts such as

clarifying expectations and coaching has/have been made to address performance issues.

The Employer agrees that the seriousness of the infraction will dictate the level of discipline administered. Any discipline will be given for just cause.

Discipline is normally defined as one or more of the following:

- verbal warning that will be noted in the Employee's file.
- written warning
- suspension without pay
- termination

11.07 Suspension pending investigation (administrative suspension) is not considered discipline. Should the Employer choose to place an employee on administrative suspension, that employee shall not suffer any loss during the investigation.

11.08 Employee Record

The record of an Employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of warning or any adverse reports.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Full -Time Permanent employees will accumulate seniority based on their date of hire. Part-time and casual staff will accumulate seniority based on hours worked. Seniority shall be used in determining preference or priority for call-ins, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

12.02 Seniority List

The Employer shall maintain seniority lists showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 12.03 below.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs, and unless otherwise specified. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

12.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of six (6) calendar months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, on a leave as a result of an investigation by the College of Early Childhood Educators, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign and do not rescind within twenty-four (24) hours.
- c) They are absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work within five (5) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off in excess of eighteen (18) months.

12.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall continue to accumulate seniority for up to eighteen (18) months. An Employee not returned to the bargaining unit within eighteen (18) months shall forfeit bargaining unit seniority.

12.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing a seniority date: two thousand and eighty (2080) hours PAID equals one (1) year.

12.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing a seniority date: one (1) year equals two thousand and eighty (2080) hours paid.

ARTICLE 13 - PROMOTION AND STAFF CHANGES

13.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board. Internal members will have first consideration to transfer into the vacant or new bargaining unit position before an outside individual is hired into it.

- b) When there is an immediate need to fill a vacancy, positions may be posted both internally and externally for a period of 5 days, with preference given to qualified internal applicants. Temporary Vacancies

Temporary vacancies anticipated being less than twelve (12) weeks' duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts based on seniority. For clarity, if a vacancy that is anticipated to be temporary is extended for a total period less than twelve (12) weeks, the entire vacancy shall be deemed temporary and shall not be posted, unless otherwise agreed by the parties.

- c) Temporary Job Postings

A vacancy, which occurs for more than twelve (12) weeks, will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked.

In the event that a part-time employee is the successful applicant, the said employee shall convert to full-time status during the limited full-time period. Any full-time entitlements or benefits shall be subject to the same rules of eligibility as normally apply.

- d) Successful Applicant

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy within five (5) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

13.02 Information in Postings

The job posting notice shall contain the following information: nature of the position including the duration, qualifications, shift and wage.

13.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13.01.

13.04 Methods of Making Appointment

The Employer shall consider the following factors for the purpose of filling a permanent vacancy:

- a) the knowledge, education, qualifications experience, skill and ability of the employee;
- b) the seniority of the employee

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

Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13.05 Trial Period

The successful applicant shall be placed on trial for a period of ninety (90) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of ninety (90) working days. The trial period may be extended for an additional ten (10) days with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants then the position would be reposted.

13.06 Union Notification

The Union shall be notified in writing of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted on the Union Bulletin Board.

13.07 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice is only valid during the vacation period immediately following its delivery to the manager.

13.08 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 Definition of Lay-Off

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

14.02 Role of Seniority in Lay-Offs

Lay-offs shall occur on a classification basis. Employees within the affected classification may volunteer for a layoff. In the event there are more volunteers than positions for layoffs, seniority shall be governing a factor. If there are insufficient volunteers, employees within the classification shall be laid off in the reverse order of their seniority within their classification.

Where a member opts to take the voluntary lay-off and where the period exceeds the agreed upon return date between the two (2) parties, the employee will have the right to return to their former position with all rights, and the entire lay-off procedure shall be in accordance with paragraph one.

If an employee is laid off from a higher classification, then the employee will have the option of bumping the least senior person in a lower classification provided they has the skills, abilities and qualifications to perform the position.

When a position has been identified for layoff, any contract, supply/casual or part-time employee performing the same duties as the identified position shall be laid off before a permanent full-time employee, subject to volunteer layoffs.

14.03 Recall Procedure

Employees shall be recalled in the order of their seniority. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter or email and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees must respond in writing within 72 hours with their intention to accept or decline. Employees who choose not to fill vacancies shall remain on lay-off. Employees who have been laid off will be placed on a recall list for eighteen (18) months from date of lay-off.

14.04 No New Employees

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

14.05 Advance Notice of Lay-Off

The Employer shall give the Union and Employees who are to be laid off as much advance notice as possible and in no case fewer than ten (10) working days or as per the Employment Standards Act, 2000, whichever is greater, prior to the effective day of layoff.

If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

14.06 Lay-Off and Recall for Probationary Employees

All probationary employees shall be laid off before permanent employees. Lay-off and/or recall shall be according to the principle of length of service and requirements as specified in 14.02 and 14.03. Probationary employees shall be required to complete their probationary period following their recall.

14.07 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 15 - HOURS OF WORK

15.01 Normal Hours of Work

The Child Care centre will operate from 7:30 am to 6:00 pm from Monday to Friday. The normal work hours for full-time employees shall consist of eight (8) hours per day

with a one (1) hour unpaid lunch therein and a normal week shall consist of five (5) days for a total of forty (40) hours per week, thirty-five (35) of which are paid after factoring meal periods.

Full-time employees are entitled to a 30-minute paid break during their regular shifts.

In addition, any employee working a 5.5 hour shift will receive a 30-minute paid break during that shift.

15.02 Program Time

Employees will be provided with resources in good working condition and the tools required to do the job properly. Each classroom of two (2) or more staff will be entitled to 5 hours weekly of program time. Each classroom of one (1) employee will be entitled to 2.5 hours weekly of program time. Program time will be provided during work hours to complete programming, this time will not be counted towards room set-up or cleaning.

Employees who supervise students' placements will receive one (1) hour on the second day of placement to provide room orientation and one (1) hour prior to each of the midterm and final evaluations to meet to support and complete required documentation.

Additional Programming Time for Kindergarten and School Aged programs, as necessary for any employee who is required by the Employer to plan and/or finalize the scheduling and coordination of field trips during either the March Break and/or Summer Program shall be provided to a maximum of:

- Two (2) hours per program calendar in respect of March Break (Regal Road Site ONLY)
- Six (6) hours per program calendar in respect of Summer Program. (Regal Road Site ONLY)

Staff Meetings/Events

Employees at the Oakwood Site shall receive a minimum of two (2) hours of pay, including either overtime or lieu time if applicable as per Article 16, for each such staff meeting attended. The Employer will provide the employees with a minimum of two (2) weeks' notice of such staff meeting. The time spent in room meetings will be considered staff meetings. The total time for the staff meetings and room meetings shall not exceed two hours.

Staff Meetings at the Regal Road Site will be held during the regular work day for a minimum of one (1) hour. Staff will receive a minimum of one (1) hour of pay, including either overtime or lieu time if applicable as per Article 16 to attend such staff meetings.

Employees will also receive a minimum of two (2) hours of pay, including either overtime or lieu time if applicable as per Article 16 to attend each AGM and/or any other mandatory meeting or event outside of normal work hours.

Any mandatory emergency meetings outside of regular business hours will be paid for true time spent with no minimum or maximum length.

15.03 Changes to Scheduling

The employer reserves the right to change the regular working hours classroom, age group or locations and scheduling based on good faith operational requirements, provided that it meets the requirements of Article 15.04

The Employer will endeavour to advise the staff of any changes for the summer schedule that may include the split shift (5.5 hours) to full shift (7 hours); rotating shifts, programming time changes etc. as soon as possible but no less than TWO WEEKS prior to these changes.

15.04 Working Schedule

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

Float schedules will be posted at least one (1) week in advance.

Float staff must inform their supervisor in advance if there are dates and/or times when they are unavailable to accommodate schedule changes.

15.05 Inclement Weather

Where the employer authorizes employees to leave prior to the end of their regularly scheduled work day or not report to work because of inclement weather or elements, such employees shall not suffer any loss of salary or benefits.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

Overtime shall be defined and compensated as any hours worked after forty (40) hours in one week. All overtime must be approved in advance by the Employer.

16.02 Overtime Rates

Overtime work shall be compensated at the rate of time and one half (1.5) for time worked over the threshold set out in Article 16.01.

16.03 Time Off In Lieu of Overtime

An employee may elect either lieu time or payment of overtime in accordance with the following procedure:

- a) When an employee is required to work overtime, this must be approved by the supervisor.
- b) Upon completion of the overtime worked by an employee and no later than the timesheet period following the overtime worked, such employee shall indicate to their supervisor whether the employee elects to be paid for such overtime or to take time off in lieu thereof. This over is to be reflected in the Employee's timesheet submitted.

- c) Periods of overtime for which an employee elects to be paid shall be recorded and the total shall be paid by the next pay period following the period that it was worked.
- d) Lieu time shall be taken before the end of the month following the month in which the lieu time was accumulated. Lieu time not taken as outlined above shall be paid out by the end of the following month in which it was accrued. Lieu time to the credit of any employee will be paid out on the last pay of December each year. No lieu time shall carry over.
- e) All time shall be recorded in the employee's day bank.
- f) Upon termination of employment, all approved lieu time shall be paid to the employee.

16.04 Late Pickup

When employees are required to stay past the end of their shift while waiting for children to be picked up, they will be paid to the nearest quarter of an hour (rounding up). If that extra time results in the employee accumulating overtime as defined in Article 16.01 then the employee will be compensated at the appropriate overtime rate, otherwise payment will be at the employee's regular rate.

ARTICLE 17 - HOLIDAYS

17.01 There shall be eleven (11) fixed paid holidays, and one (1) paid float day each calendar year during the term of this Agreement. All Float and part-time and supply staff will be paid for statutory holidays in accordance with ESA regulations and standards.

17.02 These holidays are as follows:

Eleven (11) Fixed Paid Holidays:

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

The Employer will recognize the National Day for Truth & Reconciliation during the work day.

And any other day declared or proclaimed as a holiday in Ontario by the Federal or Provincial government.

Clarity Note: The Centre will only close if this is a requirement.

Float Day

One (1) Float Day approved by the supervisor taken as a full day only at a mutually agreeable time. Payment for the Float Day will be consistent with personal and Sick Day payments. Floats may not be carried over to the next calendar year.

Employees hired as a Float staff (working varied hours but paid a minimum of 27.5 hours per week) will be paid vacation and float time, when on the same pay that the time is taken, based on the average hours worked in the 4 weeks prior to the week the vacation day/s occur. Eligibility for number of days off is based on the table/schedule above (for full time employees). Sick pay will be paid for the hours the employee was scheduled to work.

(For Example: An employee who has worked for 2 years, is eligible for 15 days off each year. The amount of pay will be calculated based on the average of hours worked in the 4 weeks prior to the week the vacation day/s were taken (as per statutory day pay). So, if an employee worked 35 hours each week of the prior 4 weeks, then $35 \times 4 = 140/20=7$, therefore the employee would be paid 7 hours for their paid vacation. If the employee worked 27.5 hours for 2 weeks and 35 hours for 2 weeks of the 4 weeks prior to the vacation day then they would be paid for $(27.5 \times 2) + (35 \times 2) = 125 / 20 \text{ days} = 6.25$ hours for the vacation day/s.)

On working days that fall immediately prior to Christmas Day and New Year's Day Employees shall rotate, thus allowing for half the staff to enjoy the day off depending on program staffing needs as per the CCEYA.

17.03 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one (1) other day, mutually agreed upon by the Union and the Employer, shall be deemed to be the Holiday for the purpose of this Agreement.

ARTICLE 18 - VACATIONS

18.01 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Where the employee has taken more vacation time than accrued in their vacation year the Employer will reduce the final pay to reflect the previous overpayment. If vacation overpayment owed to the Employer exceeds the employee's final payment, the employee will repay the owing amount to the Employer.

18.02 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

- For vacations falling in June, July and August, vacations requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st. They will be granted in accordance with seniority.
- For vacations falling in the month of December and through the end of the TDSB's "Winter Break", vacation requests must be made no later than October 1st. The vacation schedule for this period will be posted by November 1st. They will be granted in accordance with seniority.

- For vacations falling between September 1 and November 30 and from the first Monday after the end of the TDSB's "Winter Break" to May 31 will be approved on a first come basis and approved within ten (10) working days of receipt of request.
- All other vacation request dates must be submitted two (2) weeks in advance.
- The following day is a 'black-out' day where employees will be unable to schedule time off.
- Re-organization day for all Float Staff and Regal Road site only

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

No more than one staff member per room will be entitled to be off on vacation at any given time, with a maximum of three (3) employees off on vacation per location at any one time.

18.03 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

a) Full-time

Less than one (1) year of service	.83 for each month worked	.83 accrual rate	4%
One (1) to <u>two (2)</u> years of completed service	10 working days	.83 accrual rate	4%
More than two (2) years but fewer than eight (8) years of completed service	15 working days	1.25 accrual rate	6%
Eight (8) years or more, but fewer than fifteen (15) years of completed service	20 working days	1.66 accrual rate	8%
Fifteen (15) years or more but fewer than twenty-three (23) years of completed service	25 working days	2.08 accrual rate	10%

Twenty-three (23) years or more of service	30 working days	2.5 accrual rate	12%
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b) Part-time, and supply

Zero (0) to four (4) years of completed service	4% of gross earnings
Five (5) years of service	6% of gross earnings
Fifteen (15) years of service	8% of gross earnings

- c) Employees shall not be allowed to carry over vacation days from the current year to the next calendar year. However, where special or unique circumstances exist, the Employer may consider a one-time carryover of up to five (5) days into the next year, if for a specific date and reason. The Employee must submit a request in writing to the Executive Director by December 1st.

18.04 Holidays During Vacation

If a paid holiday, falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

18.05 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period of ten (10) days, unless otherwise agreed upon by the parties based on good faith operational requirements.

Notwithstanding the preceding paragraph, the Employer will review requests for unbroken periods of longer than ten (10) days and, where possible, grant such requests, subject to compliance with Article 18.03 and subject to operational requirements.

18.06 Illness During Vacation

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

18.07 Bereavement During Vacation

- a) Bereavement leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee, which in the event that a death occurred while on vacation and the employee is eligible for bereavement leave.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted in the event of a death where bereavement leave could be granted.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act, 1997*.

19.02 Amount of Sick Leave

Sick leave shall be earned on the basis of one day for every month of service per calendar year but may be taken before it is earned. A maximum of eight (8) unused sick days may be carried over from year to year.

E.G. – Employee is hired on July 1, Year 1, which would give that person an entitlement of 6 sick days and uses 5 sick days that year. Employee begins Year 2 with 13 sick days. Employee uses only 3 sick days in Year 2. Employee would begin 2020 with 20 days available.

Sick leave has no cash value.

All employees shall be entitled to use their sick days to care for an immediate family member who is ill.

All employees shall be able to use their time from their sick bank to attend medical appointments for themselves or immediate family members in one half (1/2) day increments.

Upon termination where the employee has taken more sick time than accrued within the year, the Employer will reduce the final pay to reflect the previous overpayment. If sick overpayment owed to the Employer exceeds the employee's final payment, the employee will repay the owing amount to the Employer.

19.03 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

19.04 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall telephone the Supervisor or their designate and advise of this fact no later than 10:00 pm the evening before the commencement of their scheduled shift. If the employee becomes aware they are unable to attend their shift after 10:00 pm, then they must call the Supervisor or their designate between 6:00 am and 7:00 am of the day of their scheduled shift. Employees who are off sick must call their supervisor by 3:00 pm if they are aware that they will be absent the next day. This requirement may be waived by the Employer where the employee was unable to give such notice due to circumstance beyond their control.

19.05 Proof of Illness

Following three (3) consecutive days of illness, before/after vacation, personal leave time, and/or statutory holiday an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. Employees shall bear the cost of a medical certificate.

19.06 Return to Work/Modified Work

The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have been absent from work due to injury or illness. The Employer and the Union will work together to identify work suitable for employees returning to work and make reasonable efforts to accommodate, and where necessary meet to discuss any concerns relating to the employee's return. To facilitate this process the Employer will advise the Union any time an employee is returning to work from an extended absence due to illness or injury.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Personal Leave

Each employee will be entitled to four (4) paid personal leave days each year. They will be taken at a time mutually agreeable. Personal Leave days may not be carried over from year to year. Personal leave will not be paid out upon termination of employment.

20.02 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child loss of pregnancy, parent/guardian, mother-in-law, father-in-law, grandparent, grandchild, sister or brother, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's aunt, uncle, niece, nephew, son-in-law, daughter-in-law, the employee shall be entitled to leave of absence without loss of pay for three (3) days.

Employees may choose to use additional time off (vacation, lieu or unpaid) for bereavement. Such request will not be unreasonably denied.

20.03 Benefit Coverage

Benefits, as per Article 22, will continue during the Pregnancy/Parental Leave, with Long Term Disability (LTD) premium paid directly to the employer by the employee on leave.

20.04 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request to be in writing with a minimum of two (2) weeks' notice where possible and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Approval is dependent on the individual case and the impact on the operations of the Employer. Such leave is not to be unreasonably denied. Vacation time and Sick time will not be accrued during a general leave.

20.05 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

20.06 Leave for Union Function

Upon written request by the Union, The Employer may grant a leave of absence without pay or loss of seniority for Employee to attend conventions or seminars, schools and conferences of the Union. The Union will give not less than fifteen (15) working days' written notice. Such approval will not be unreasonably withheld. No more than one (1) bargaining unit employee may be on approved leave under this sub article at any time and a maximum total of two (2) such functions may be approved by the employer each year.

During any leave for Union Conventions and Seminars, the Employees' regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs.

20.07 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office; shall be granted leave of absence up to twelve (12) months without pay and without loss of seniority. Such leave may be granted subject to operational requirements of the Employer but shall not be unreasonably denied. No more than one (1) bargaining unit

employee may be on leave under this provision at any time. Such leave of absence shall not be automatically renewed.

20.08 Family Caregiver and Medical Leave

Family Caregiver and Medical leaves shall be pursuant to the provisions of the *Employment Standards Act, 2000*, as amended. Such leave is without pay, but without loss of seniority. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period.

20.09 Pregnancy and Parental Leave

Pregnancy and parental leave shall be pursuant to the provisions of the *Employment Standards Act, 2000*, as amended. Such leave is without pay, but without loss of seniority. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period.

20.10 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received and shall not suffer any loss to benefits or seniority. Payment by the employer under this clause shall be restricted to a maximum of five (5) working days.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

20.11 Statutory Leaves

Employees are entitled to any leave under the *Employment Standards Act, 2000*, as amended from time to time, provided such leave is not otherwise provided for under this Agreement.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

Employees must submit their hours by 10:00 am five (5) working days preceding the Friday pay day. If hours are not submitted in a timely manner, those hours will be carried forward to the following pay period. If required to submit it earlier, then the employee will be advised by the Employer in writing of the due date.

21.02 Pay on Transfer, Lower/ Higher Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their base rate of pay shall not be reduced. Grant eligibility may be affected based upon the individual grant funding guidelines.

When an employee is transferred to a position paying a higher rate, they will receive the higher rate only for any days in that temporary position.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Master Policy

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

22.02 Change of Carriers

The level of benefit coverage as outlined in the benefit plans shall be maintained at the current levels identified in the benefit plan booklet and shall be subject to the terms and conditions of the plan documents as amended from time to time. The Employer shall not be prevented from changing the insurance carrier or any of the insured benefit plans or self-insure as it sees fit provided the level of benefits in the plan in place at the time of execution of this agreement are not reduced during the life of the agreement. The Employer will provide advance notice to the Union of any change of carriers.

The benefit plans shall not form part of this collective agreement.

22.03 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the current RWAM and Green Shield Benefit Plan.

The employee shall pay one hundred percent (100%) of the billed premiums for LTD plus applicable taxes.

22.04 Extended Health Care Benefits

The Employer shall provide all Full-Time employees who have completed their probationary period with an Extended Health Care Plan as prescribed in the benefit booklet from RWAM dated January 1, 2016 for Group9829-1-A. The Employer shall pay one hundred per cent (100%) of the premiums for individual and/or family.

Eligible Expenses (Benefit year December 1st – November 30th).

22.05 WSIB

All employees covered under this agreement will be covered under WSIB.

22.06 Benefits While on Leave

The Employee will ensure arrangements are made with the Employer for benefit payments by providing a void cheque for auto debit prior to the beginning of a leave. If the Employee does not provide a method of payment for benefits while on a leave the Employer will send written communication (hard copy mail and email with delivery confirmation) that if the payment arrangements are not provided within two weeks, then benefits will be terminated.

The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- i) While on paid leave of absence or Family Medical Leave.
- ii) While on pregnancy and parental leave as required by the Employment Standards Act.
- iii) While absent due to illness.

22.07 Child Care Fees

All employees will receive a discount of twenty-five percent (25%) percent on child care fees while their child is enrolled in the centre.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Co-operation on Safety

The parties understand that certain third parties to this collective agreement, namely the Toronto District School Board and the City of Toronto Public Health, Toronto Children's Services, Ministry of Education, College of Early Childhood Educators, Ministry of Labour, Toronto Fire Department etc., have rules and regulations regarding health and safety which are binding on the Employer. The Union and Employer agree to be bound by said rules and guidelines.

23.02 Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy for themselves, an unborn child, children in care, or where it would be contrary to the applicable Federal, Provincial or Municipal Health and Safety Legislation or Regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job that another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

ARTICLE 24 - SALARIES

24.01 Attached hereto and forming part of this Agreement is Schedule "A", which sets out the salary schedule to be effective during the term of this Agreement. Years of completed service referenced in the Wage Grid refers to years of employment, regardless of classification – i.e. when moving classifications an employee would remain at the same Step in the Wage Grid.

Where an employee is assigned to carry out the duties of the Supervisor when they are absent, they will be paid an additional two (2) dollars per hour over and above their regular pay.

24.02 Designate/Extended Designate Position

In the event that a bargaining unit member is asked to cover the duties of the Site Supervisor, they will be provided an additional five (\$5.00) dollars above their current rate of pay for every hour worked. The duties that will be assigned to the Extended Designate Position will not include Management functions related to disciplinary actions of employees, payroll or confidential Human Relations employees matters.

While in this position the employee will retain all rights and privileges under the Collective agreement except those indicated above.

ARTICLE 25 - CHILD/STAFF RATIO

25.01 Ratios

The Employer and the Union agree that a reasonable ratio of staff to children in the Child Care Center is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees to abide by the Child Care Early Years Act (CCEYA), as a minimum standard.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Proper accommodation

The Employer agrees to provide the employees a space for uninterrupted break area.

26.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed one in the Supervisor's Office at 95 Regal Rd and one in the storage room at 991 St Clair Avenue West, so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Any material posted must be approved by the Supervisor. Such approval shall not be unreasonably withheld.

Nothing posted on such bulletin board(s) shall be in violation of the TDSB or the Employer's code of ethics or policies.

26.03 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of employment on request confirming start and end date; job title; age group worked with; duties and responsibilities.

26.04 Communications

1. Majority of communications from the Employer to the Employees will be during working hours and will be noted in the appropriate log book.
2. All employees will be given five (5) business days to review and clarify any non-Ministry-required documents that the Employer requires employees to sign. Should an employee be absent they will be provided time prior to start of first shift to do this review.
3. Ministry of Education, Toronto Children's Services, or any other regulatory bodies' regulation and/or legislation may be required to be reviewed and implemented immediately in order to ensure organizational compliance.

ARTICLE 27 - REIMBURSEMENTS

27.01 Travel Allowance

The Employer agrees to pay an Employee a car allowance of sixty-cents (\$0.60) per kilometre if an Employee has been authorized by the Employer to use their own automobile for Employer business. The Travel allowance will be in accordance with the travel policy appendix A in this Collective Agreement.

Employees required to utilize public transportation for Employer business will be reimbursed at the bulk rate of purchases price for the cost of such public transportation.

27.02 Professional Fees

At the end of each calendar year worked by an RECE in the bargaining unit, the Centre will provide that employee with payment of the registration fees.

27.03 Required Certification

Vulnerable Sector Clearance Check and Renewals and the Standard First Aid Training and CPR training and renewals will be paid for one hundred (100%) percent by the employer for all employees requiring such clearance and training. The employee bears responsibility to renew prior to expiry. Failure to do so may result in the inability to work, including a loss of pay.

27.04 Resources Purchases

The Employer agrees to reimburse employees the funds spent on resource purchases within four (4) weeks of receiving receipts. Purchases, including projected expense and items, must be approved by the Supervisor prior to purchase. Receipts must be submitted within four (4) weeks from the date of purchase to the Employer for reimbursement.

ARTICLE 28 - PROFESSIONAL DEVELOPMENT

- 28.01
- a) Every Employee is entitled, subject to the terms of this Collective Agreement, to access to Educational opportunities which are designed to enhance their job performance and which meet both the needs of the Employee and the requirements of the Employer.
 - b) Training and Development is defined as any initiative designed to increase or improve employee job skills, enabling employees to enjoy maximum levels of career achievement and job satisfaction. It is the responsibility of the Supervisor to ensure that opportunities for staff development occur. Staff development can occur through regular supervision, special workshops or meetings, and through attendance at courses or conferences.
 - c) Permanent Full-time and Permanent Part-time Employees wishing to pursue staff development opportunities shall submit a request to the Supervisor, which may or may not grant the request at their discretion. Employees shall be required to reimburse the Employer for funds paid out for staff development opportunities which they do not attend. In addition, the Employer will reimburse up to \$250 per school year for Permanent Full-time Employees or Permanent Part-time Employees, working over twenty (20) hours per week, to take courses relevant to their employment. Approval for courses is at the discretion of the Supervisor, and payment is upon successful completion of the course. A receipt and pass mark must be provided.
 - d) In House Staff Development for all employees will take place during the evenings for a total up to seven (7) hours during the year, with at least one (1) mandatory session (in addition to First Aid training). Overtime or lieu time (as per Article 16) will be given to Employees attending these sessions.
 - e) Workshops for staff development must receive prior approval from the Supervisor or Executive Director. Where workshops are scheduled during the regular work day, staff attending will not lose any salary, seniority or benefits for time spent in such workshops. Where workshops are held on Saturday/Sunday or after their regularly scheduled shifts, staff will be entitled to overtime or lieu time (as per Article 16) for time spent in training.

ARTICLE 29 - DURATION

29.01 Effective Date

The term of the Agreement shall be from January 1, 2026 to December 31, 2027.

29.02 Changes in Agreement

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

29.03 Changes to Legislation

If legislation changes and whereby the Collective agreement has an inferior provision/benefit, the superior provision/ benefit under the new legislation shall apply.

SIGNED AT TORONTO, ON THIS 23RD DAY OF FEBRUARY, 2026.

FOR THE EMPLOYER

FOR THE UNION

Hannah Qureshi

Christine Bairaktaris

Hannah Qureshi

Christine Bairaktaris

Emily Feairs

Sydney Palma

Emily Feairs (2026-03-01 11:11:51 EST)

Sydney Palma (2026-02-23 09:54:25 EST)

Emily Feairs

Sydney Palma

Lilly Tavares

Lilly Tavares (2026-02-23 13:14:13 EST)

Lilly Tavares

Heather Murray

Heather Murray (2026-02-23 10:20:57 EST)

Heather Murray, CUPE National Rep

SCHEDULE "A"

SALARY WAGE SCALE

Wages: The Union can agree to a 3% General Wage Increase for 2026 and 2.5% General Wage Increase for 2027 on all classifications.

Year	Percentage Increase
2026	3%
2027	2.5%

	Steps	CURRENT 2025 CA	2026 3%	2027 2.5%
RECE	Step 1 (0-1 yr)	\$28.08	\$28.92	\$29.64
	Step 2 (1-5 yr)	\$30.01	\$30.91	\$31.68
	Step 3 (5-10 yr)	\$32.18	\$33.15	\$33.98
	Step 4 (10+)	\$34.37	\$35.40	\$36.29
ECA	Step 1 (0-1 yr)	\$24.64	\$25.38	\$26.01
	Step 2 (1-5 yr)	\$25.31	\$26.07	\$26.72
	Step 3 (5-10 yr)	\$26.06	\$26.84	\$27.51
	Step 4 (10+)	\$26.89	\$27.70	\$28.39
Kitchen	Step 1 (0-1 yr)	\$23.79	\$24.50	\$25.12
	Step 2 (1-5 yr)	\$24.46	\$25.19	\$25.82
	Step 3 (5-10 yr)	\$25.20	\$25.96	\$26.60
	Step 4 (10+)	\$26.03	\$26.81	\$27.48

LETTER OF UNDERSTANDING #1

Re: Additional Funding

During the life of this Collective Agreement, in the event that the City of Toronto, Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, specifically targeted to enhance/upgrade the salaries of all employees, the Employer will make reasonable efforts to secure/apply for those funds that would make a material difference.

Notwithstanding the above, in no circumstances will the Employer be held liable for any additional funding that is not secured.

SIGNED AT TORONTO, ON THIS 23RD DAY OF FEBRUARY, 2026

FOR THE EMPLOYER

FOR THE UNION

Hannah Qureshi

Hannah Qureshi

Emily Feairs

Emily Feairs (2026-03-01 11:11:51 EST)

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Heather Murray (2026-02-23 10:20:57 EST)

Heather Murray, CUPE National Rep

**LETTER OF UNDERSTANDING #2
between**

**Ascot Avenue Community Day Care
(Hereinafter referred to as the “Employer”)**

And

**Canadian Union of Public Employees L5213-02
(Hereinafter referred to as the “Union”)**

Re: RRSP GROUP PLAN

Ascot Avenue Community Day Care (“The Employer”), will provide assistance to any bargaining unit employee who wishes to establish a Registered Retirement Savings Plan.

The Employer will explore with its payroll provider whether employees may request withholding and remittance of RRSP contributions on each paycheque.

SIGNED AT TORONTO, ON THIS 23RD DAY OF FEBRUARY, 2026.

FOR THE EMPLOYER

FOR THE UNION

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Christine Bairaktaris

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Heather Murray (2026-02-23 10:20:57 EST)

Heather Murray, CUPE National Rep

**LETTER OF UNDERSTANDING #3
between**

**Ascot Avenue Community Day Care
(Hereinafter referred to as the "Employer")**

**And
Canadian Union of Public Employees L5213-02
(Hereinafter referred to as the "Union")**

RE: RELIGIOUS/CULTURAL HOLIDAY PERIOD OF TIMES

1. The parties agree that there is cultural and religious diversity in the workplace that is valued and acknowledged.
2. The parties further agree that Article 18 regarding Vacation indicates that no more than one staff member per room will be entitled to be off on vacation at any given time, with a maximum of three employees off on vacation per location at any one time.
3. In an effort to address the potential that there may be more than one staff member per room or three staff members in a location that observe a cultural or religious holiday period at the same time; the following will apply and be considered.
4. Staff members may request their cultural and/or religious holidays as per the articles in the Collective Agreement (i.e. the timeframe to which a vacation must be requested).
5. The Employer will consider all the requests in good faith.
6. The Employer will endeavour to find staff who have not requested time off to provide the required coverage for any room that may have more than one staff request the same time off in the same classroom.
7. The Employer will ensure adequate coverage and will take operational needs into the decision making on such vacation requests and subsequent approval.

SIGNED AT TORONTO, ON THIS 23RD DAY OF FEBRUARY, 2026.

FOR THE EMPLOYER

Hannah Qureshi

Hannah Qureshi

Emily Feairs

Emily Feairs (2026-03-01 11:11:51 EST)

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FOR THE UNION

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Heather Murray, CUPE National Rep

APPENDIX A:

MILEAGE TRAVEL POLICY & PROCEDURE

Personal Vehicle Use - Mileage for Personal Vehicle Use

Ascot Avenue Community Daycare may authorize the use of an employee's private vehicle for transportation while on company business. When authorized, employees will be reimbursed for business travel by kilometer as outlined in the Collective agreement. The mileage rate covers fuel, oil, insurance, maintenance, car cleaning, washing, and wear and tear. Tolls and parking are not included in the mileage rate. Reimbursement for refueling a personal vehicle is strictly prohibited and will be denied.

Reimbursement for the use of a personal vehicle is based on actual business kilometres driven which are incremental miles/kilometers driven over and above an associate's daily commute.

Ascot Avenue Community Daycare does not provide pre-paid mileage expense reimbursement (pre-paid mileage is mileage submitted before it is incurred).

Parking and Tolls

Approved parking and tolls (tolls must be approved prior to incurring the expense, and will only be approved if it is reasonably unavoidable) are reimbursable and employees will be reimbursed for parking while on company business provided or parking may be paid on the company credit card if one is assigned to the employee. Clear and proper receipts are submitted in support of the expense. It is expected that the employee will utilize the least expensive parking option reasonably available.

Toll charges that are not pre-approved will not be reimbursed.

Fines/Moving Violations/Tickets

Any parking tickets, moving violations, traffic violations or any other violations and fines are not reimbursable.

Reimbursement

All employees authorized to use their private vehicle on company business must review and sign off on this policy prior to the date of first travel. In order to receive reimbursement, the "Mileage Reimbursement Report" should be submitted in compliance with the Petty Cash Policy (within 7 days of travel).

Employees Travelling on Public Transit, Taxi or Car Service for Work Related Travel

Employees using public transit (TTC or Go Train, taxi or car service for work related travel outside of their regular commute will be reimbursed for their transit trip purchase. All such travel must be preapproved by the Supervisor/ED. A clear and proper receipt must be submitted in support of the expense. Employees who have a monthly or Presto pass will be reimbursed for the amount of the ticket price that would have been purchased as posted on the website. The lowest fair posted is what will be considered for reimbursed (if no receipt).

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