

Collective Agreement

Between

daycareconnection

Day Care Connection (Toronto) Inc.

(Hereinafter referred to as the “Employer”)

and

Canadian Union of Public Employees

And its Local 5213.05

(Hereinafter referred to as the “Union”)

Expiry July 31, 2029

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ARTICLE 1 - PREAMBLE

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

- 1) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service and other matters mutually agreed to.
- 3) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 4) To maintain a high standard of care for the children and promoting their intellectual, physical and emotional development.
- 5) To encourage and promote co-operation and mutual support between all covered employees, 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.
- 6) To encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.
- 7) To recognize that the Employer operates multiple early learning environments, including but not limited to licensed child care centres, before and after school programs, EarlyOn programs (also known as family resource centre or “FRC”), and is a licensed home child care agency. The Employer is governed by a community volunteer board.
- 8) To acknowledge that Day Care Connection (Toronto) Inc. is a non-profit organization and a registered charity.
- 9) To promote the use of non adversarial approaches to the solution of problems.

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

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 Work of the Bargaining Unit

Employees 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:

- a) Where non-bargaining unit employees have performed bargaining unit duties prior to the Union becoming the certified bargaining agent;
- b) Where such work does not result in layoff, or loss of hours for any bargaining unit member;
- c) Any cases agreed mutually upon in writing by both parties.

2.02 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees in the bargaining unit shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee, if the result of such contracting out leads to the loss of a job or reduction in hours of any bargaining unit member. The Parties further agree that the Employer is only permitted to contract out work to fill a vacancy in the bargaining unit with a minimum of two weeks notice except in an emergency situation, if there is no qualified bargaining unit member available to fill the position on temporary basis, and even then, only until the hiring process is complete.

2.03 Definitions

- a) Full-Time Employees work thirty-five (35) hours or more and are hired into a permanent position with the Agency.
- b) Part-Time employees are permanent employees who work less than thirty-five (35) hours.
- c) Supply employees are employees hired to cover short-term staff shortages such as those caused by absenteeism and vacation.
- d) Fixed-Term ("Contract") employees are employees hired for a specific duration or task(s) of not more than one (1) year (may be renewed for a period of up to six (6) months).

2.04 Definition of Employee

2.04.1 Fixed-Term ("Contract") Employees

- a) Fixed-Term (Contract) employees shall be entitled to all rights and privileges of this agreement with the exception of the following articles:
Seniority, Promotion and Staff Changes, Layoff and Recall, Leave of Absence, Pension and Retirement

Fixed-Term employees retain all of the above rights and privileges that applied to them immediately before beginning the fixed-term contract.

Fixed-Term employees retain all of the above rights and privileges that applied to them immediately before beginning the fixed-term contract.

- b) Fixed-Term (Contract) employees are entitled to receive Public Holiday pay as set out in the *Employment Standards Act, 2000*.

2.05 Supply Employees

- a) Supply Employees shall be entitled to all rights and privileges of this agreement with the exception of the following articles:
Promotion and Staff Changes, Layoff and Recall, Paid Holidays, Vacation, Medical Leave, Leave of Absence, Benefit Plan, Pension and Retirement.
- b) Supply Employees are entitled to receive Public Holiday pay as set out in the *Employment Standards Act, 2000*.
- c) Supply employees shall receive vacation pay on each pay in accordance with the *Employment Standards Act, 2000*.
- d) Progression from one step on the pay grid to the next higher step, as long as they remain a supply employee, shall occur after twenty-four (24) months of continuous service (inclusive of maternity/parental leave and leaves of absence of thirty (30) days or less). A break in continuous service shall extend the progression to the next step by the length of the break.

For purposes of this article, a “break in continuous service” occurs when the Supply Employee does not work a shift within a calendar month.

2.06 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.

2.07 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/advisor(s) shall have access to the Employer's premises, at a mutually convenient time with prior arrangement with the Employer, to deal with any matters arising out of this Collective Agreement. Access to the Employer's premises must be approved in advance by the Employer, and will not be unreasonably denied

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that it is the exclusive function of the Employer to operate and manage its business in accordance with its commitments and responsibilities, subject to the terms of the Collective Agreement. The Union further recognizes that it is the exclusive function of the Employer, without limiting the generality of the foregoing, to:

- a) maintain order, discipline and efficiency;
- b) hire, transfer, classify, promote and demote employees, layoff employees and assign employees to the various shifts and specify the job assignments;
- c) determine the methods of operation and services, and the scheduling of work assignments;
- d) discipline, suspend and discharge an employee for just cause;
- e) establish reasonable rules from time to time to be observed by employees

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 the *Labour Relations Act, 1995* as may be amended from time to time, or successor legislation.

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 on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (including pregnancy and breastfeeding), sexual orientation, gender identity, gender expressions, age, record of offences (unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of their position), marital status, family status or disability, or any other protected ground under the Human Rights Code, as amended from time to time.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 Union Security

All employees of the Employer in the bargaining unit, 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 in the bargaining unit shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee in the bargaining unit 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 15th day of the month following, accompanied by a list of the names addresses, phone numbers and personal emails of all employees from whose wage's deductions have been made. A copy of this list shall also be forwarded to the Unit Vice President.

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 Dues Check-Off.

- b) The Employer agrees to provide the name and contact information for any newly hired employee in the bargaining unit. The Union will advise the Employer of a time and location at which a Local Union representative would like to meet the newly hired bargaining unit employee 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 Employer will make every reasonable effort to facilitate such meeting, which shall not exceed thirty (30) minutes in duration, and shall not be paid time.

6.04 T4 Slips - Agreed

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 Executive Director or their designate and the Unit Vice President with a copy sent to the National Representative of the Union.

ARTICLE 8 - LABOUR-MANAGEMENT

8.01 a) 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.

b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours 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. Permission to leave work during working hours for such purposes shall first be obtained from the Executive Director or their designate. Such permission shall not be

unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked but will be unpaid unless stated otherwise in this collective agreement.

8.02 Union - Management Committee

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of achieving and maintaining harmonious labour relations.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive feedback of all activities so that better relations shall exist between the Employer and the employees.
- 2) Promoting safety and sanitary practices.
- 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 4) Reviewing conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet on an as-needed basis upon request of either party, which request will not be unreasonably denied. Upon such request, the parties shall confer and schedule the meeting at a mutually agreeable time and location, which may include virtually.

Notice of the meeting and a proposed agenda shall be circulated at least forty-eight (48) hours in advance by the Chairperson of the party requesting the meeting, unless otherwise mutually agreed. The agenda may be amended by mutual agreement of the parties.

Meetings will occur outside of regular working hours unless otherwise mutually agreed. Time spent attending Union-Management Committee meetings will be time worked and compensated at the employee's regular pay for up to three (3) bargaining unit members per meeting, to a maximum of four (4) meetings per calendar year.

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 a signed copy of the minutes within three (3) business 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.

8.03 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, with a minimum of two (2) employees to a maximum of five (5) employee members. The Health and Safety Committee shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least every quarter. Scheduled time spent in such meetings is to be considered to be time worked and will be paid. 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. 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. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- (e) 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 PROCEDURE

9.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and processing their grievance in accordance with the grievance procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and once done, the Employer shall be required to recognize them.

9.03 Grievance Committee

The Grievance Committee shall be composed of 3 members of the Union plus the Union Steward directly involved with the grievance.

9.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance committee shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Employer also recognizes that the role of the Steward may include discussions related to the investigation of complaints or disputes with a goal to resolving prior to the grievance stage. The Union recognizes that each Steward is employed by the Employer and

that such duties shall have priority over union matters and that they will not leave their work area during working hours except as may become necessary to perform their duties under this Agreement. Therefore, no Steward shall leave their work area without first receiving permission from their immediate supervisor, which permission will not be unreasonably withheld. Time for steward duties shall be granted within the next working day, subject to programming.

All time spent attending grievance meetings with the Employer during working hours shall be considered as time worked without loss of pay.

9.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.06 Settling of Grievance

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

Complaint Step

The complaining 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 Grievor or steward will submit their grievance in writing to their immediate supervisor. The 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 Grievor shall present the grievance to the Executive Director or designate within ten (10) working days of the receipt of the Supervisor's decision or the time when such decision should have been received. Upon receipt of the grievance the Employer will call a meeting within ten (10) working days with the grievor and union representative. The Employer 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 equally 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 within ten (10) working days of receiving the Employer's written answer to the grievance.

9.07 Employer Grievance

The Employer may initiate a grievance by notifying the Unit Vice President of their complaint via e-mail within five (5) days of becoming aware of the circumstances giving rise to the Grievance. The parties will convene a meeting to discuss the substance of the Employer's grievance. Any resolution will be recorded in writing and signed by each party.

If the parties fail to reach a resolution within five (5) days of concluding their meeting, the Employer may refer their grievance to arbitration.

9.08 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.

9.09 Union 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.

9.10 Communication During Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

9.11 Replies in Writing

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

9.12 Meeting Rooms for Grievances

The Employer shall use its reasonable discretion to supply the necessary facilities for private grievance meetings.

9.13 Failure to Act Within Time Limits

Time limits in this Article may only be extended by mutual agreement of the parties in writing.

9.14 Definition of Working Days

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

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 ten (10) days of the decision under Step 3 of the Grievance Procedure.

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

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10.02 Time limits

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

10.03 Single Arbitrator

The Employer and the Union agree that a Sole Arbitrator will be used for Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if the necessity arises.

10.04 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.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Principle of Innocence

Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee who has completed their probationary period, and which may result in the suspension or discharge of the employee, the following procedure must be followed.

The Employer shall only discipline an Employee for just cause.

11.02 Discipline Procedure

If the Employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Secretary of the Union.

The Employee shall be notified in writing of the action and/or penalty.

In appropriate circumstances the Employer will impose progressive discipline as outlined below.

Re: Progressive Discipline

Notwithstanding that more severe discipline may be appropriate in the circumstances, where the Employer imposes progressive discipline the following procedure will apply:

a) Warning

Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer will present the censure in written form to the employee. The Employer shall forward copies of such censure to the President of the Union and the Union Steward.

b) Adverse Report and Other Disciplinary Actions

The employee shall be notified in writing of the action and/or penalty to be imposed as a result of a disciplinary action. A copy of the Employer's notice shall be sent to the President of the Local and the Union Steward.

c) Burden of Proof

In cases of discharge and/or discipline the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee. Prior acts of the same nature resulting in discipline that are still on file at the time of disciplinary action may only be used to support just cause where the prior discipline was implemented within twenty-four (24) months of subsequent discipline for acts of the same nature.

d) Disciplinary Interviews

Where an employee is summoned to meet with the supervisor for an interview concerning discipline, the supervisor will inform the employee of their right to have their Union Steward to represent them during the interview. If the employee requests representation by their Union Steward, the supervisor will send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether called or not, the Union Steward will be advised in writing within one (1) working day (24 hours) of the facts of the disciplinary action and the reason therefore.

11.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer.

11.04 Unjust Suspension or Discharge

Should it be agreed between the parties or decided by an arbitrator that an employee has been unjustly suspended or discharged, then subject to Article 3, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

11.05 Crossing of Picket Lines During Strike

An Employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle struck work arising out of Labour disputes within their own bargaining unit. Failure to cross such a picket line or handle struck goods by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. An Employee who is absent by reason of refusal to cross a picket line within their own bargaining unit shall be paid at the discretion of the Employer.

11.06 Political Action

No Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies. Employees participating in any such action shall be granted an approved, unpaid leave of absence, if such actions occur during the employees' normal working hours. Such leave shall be granted to each employee a maximum of one working day per calendar year. Any subsequent leave(s) within the same calendar year for political action purposes must be pre-approved by the Employer, and if approved will be without pay. Unapproved absence may result in discipline.

Employees must provide a minimum of five (5) working days' notice of their intent to be absent from work to participate in a political action to allow the Employer an opportunity to secure coverage.

For clarity, participating in job action taken by members of another bargaining unit, including but not limiting to strike action and/or picketing or other demonstration, is not political action called by the Canadian Labour Congress.

11.07 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

11.08 Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel/Board of Directors, which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the Employer shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward to be present at the interview. No employee shall be advised of discipline without the presence of a Union Steward.

11.09 Failure to Grieve

Failure to grieve previous discipline, or to pursue such grievance to arbitration, shall not be considered an admission that such discipline was justified.

11.10 Employee Record

The record of an Employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, not including time on leave of absence, including letters of warning or any adverse reports.

11.11 Access to Personnel File

An Employee shall have the right at any time to have access to and review their personnel file provided that they have requested access from their Supervisor/Manager/Coordinator, and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record. Access must be in the presence of the Supervisor. The file cannot be removed from the office.

11.12 Necessary Qualifications

An Employee who fails to keep all required qualifications, certifications, and credentials required for their role current and in good standing, will not be eligible to work until such time that their qualifications, certifications, and credentials are brought back into proper standing. Necessary qualifications may include but are not limited to:

- a. Being a member of the College of Early Childhood Educators in good standing;
- b. Criminal Reference Check / Vulnerable Sector Check;
- c. First Aid – C;
- d. Safe food handling certification

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority may be used in determining preference or priority for promotions, transfers between locations, schedules, call-ins, demotions, 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 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.

The seniority lists shall show the bargaining unit seniority for each employee and shall be available to the Union and the employees. A copy of the seniority list shall be forwarded to the Union and posted on all bulletin boards in January of each calendar year, and such other times as the Employer and the Union may mutually agree. The seniority list posted in January shall be current as of December 31st of the prior year.

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 three (3) 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.

The Employer may extend an employee's probationary period by one (1) month upon mutual agreement with the Union.

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 because 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 are not reinstated.
- b) They resign and does not rescind within twenty-four (24) hours.
- c) They are absent from work more than four (4) 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 seven (7) calendar 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 her current address.
- e) They are laid off more than twenty-four (24) months.
- (f) They are casual staff who have declined three consecutive assignments.

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 not accumulate seniority. In the event the Employee is returned by the Employer to a position in the

bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within eighteen (18) months shall have their bargaining unit seniority frozen until such time as they return to the bargaining unit.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

- 12.06 If an employee transfers from casual or part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 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 her seniority from one group to another for purposes of establishing an anniversary 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 ten (10) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) 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 fill temporary vacancies on a rotating volunteer basis in order of seniority, so long as the employee is qualified at the reasonable discretion of the Employer.

c) Temporary Job Postings

A vacancy, which is anticipated to be 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 twenty-four (24) 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 retain their part-time status UPON COMPLETION OF THE TEMPORARY JOB POSTING.

d) Successful Applicant

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy on the start date in the posting, or such other date that may be agreed between the parties.

13.02 Information in Postings

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

13.03 Outside Advertising

The Employer may advertise externally for additional employees. External applicants will not be hired overqualified internal applicants.

13.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

13.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant who is able to meet the normal requirements of the job and is relatively equal to the most qualified applicant.

For any posting, an employee is relatively equal if they score within ten percent (10%) of the highest scoring applicant. Any applicant who does not achieve a score of at least 70% is not eligible to be awarded the posted position.

The Employer will make all reasonable efforts to ensure that appointments from within the bargaining unit shall be made within three (3) weeks of posting.

Applicants will not be eligible for any position of which they do not hold proper credentials at the time they submit their application.

13.06 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period twenty (20) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the 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 13.05. If there are no unsuccessful applicants, then the position would be reposted.

13.07 Union Notification

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

Notices of such appointments shall also be posted.

13.08 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 days prior to beginning the vacation or leave, that they wish to be considered for any potential job posting which might arise during their vacation or leave. The written notice is only valid during the vacation or leave period immediately following its delivery to the manager.

13.09 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 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. Referral to arbitration is only available in the case of a substantial change to an existing classification that occurs more than six (6) months prior to the expiry of the collective agreement.

Any change awarded because of arbitration shall not be retroactive.

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 determined by the Employer as defined in this Agreement.

A closure of the workplace outside of the control of the Employer is not a lay-off.

14.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their seniority within the position affected by layoffs.

When a position has been identified for layoff, any contract, part-time or supply Employee performing the same duties as the identified position shall be laid off before a full-time permanent Employee.

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 email and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees must respond in writing within seventy-two (72) hours with their intention to accept or decline. Employees who choose not to fill vacancies or who do not respond within seventy-two hours (72) shall remain on lay-off. Employees who have been laid off will be placed on a recall list for twenty-four (24) 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 less than thirty (30) working days 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.

During the period of notice, affected Employees shall be allowed up to five (5) working days off with pay to engage in a job search and to attend to personal matters. Such days off are to be taken at a time agreed upon by the Employee and the Employer. An Employee's request shall not be unreasonably denied.

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 Joint Action with Union to Prevent Lay-Offs

The Employer agrees to consider participating in joint action with the Union to attempt to prevent lay-offs occurring due to government policy or changes in government funding.

14.08 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 normal work hours for the full-time DTMS Montessori Downtown staff shall consist of eight (8) hours per day 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.

Normal hours of work can be changed at any time upon written agreement of the parties.

15.02 Resources

Employees will be provided with resources in good working condition and the tools required to do the job properly. Any concern that resources or tools are not in good working condition will be directed to the employee's immediate supervisor for assessment. Resources and tools will be repaired and replaced at the sole discretion of the Employer.

15.03 Flexible Working Hours/Weeks

During the life of this Agreement, flexible working hours and shift scheduling may be introduced provided that they are mutually agreed upon between the Employee and the Employer in writing.

15.04 Working Schedule

The hours and days of work of each Employee shall be distributed and posted in an appropriate place at least three (3) weeks in advance.

Staff will be required to work on a rotating schedule. The switching of shifts can be at the discretion of the room partners and communicated to their immediate supervisor no less than five (5) days in advance where possible to ensure the required staffing levels.

15.05 Inclement Weather

Where the employer authorizes employees to leave prior to the end of their regularly scheduled workday or not report to work because of inclement weather, such employees shall not suffer any loss of salary or benefits provided that they are performing productive work from home.

This provision does not apply to casual employees.

15.06 Late Pickup

- a) In the event a child is picked up after the established closing time, staff will record the time that the child was picked up in a “late fee log book” and have the parent sign or initial the pickup time. The Employer will address any late pick-up fees directly with the parents/families.
- b) Full-time and part-time permanent employees will bank, and casual employees will be paid for all time worked, rounded up to the nearest quarter-hour so long as such amount of time is not less than the actual amount of time worked. For example, if a child is picked up at 6:03 p.m., the Employee would be paid until 6:15 p.m. If a child is picked up at 6:15 p.m., the Employee would be paid until 6:15 p.m.
- c) In the event of a late closing, at least two (2) Employees will accompany the child(ren) to a designated room. One of the Employees must be a Registered Early Childhood Educator, unless a member of management is available. If a member of management is available, only one (1) employee will be required to stay in the designated room. Employees who regularly work with the late child(ren) shall be the one(s) to attend the designated room where possible.

15.07 Designate In-Charge

The Employer may appoint an Employee as the “Designate In Charge” as it determines may be advisable or required in the circumstances. Only Program Staff or Montessori Teachers who are RECEs or have Director Approval from the Ministry of Education may be appointed as a Designate In-Charge. The scheduling of this appointment will be on a rotating seniority voluntary basis.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

For full-time staff, all time worked outside their normal workday, their normal workweek, or on a holiday shall be considered as overtime.

For part-time staff and supply staff, all time worked in excess for forty-four (44) hours in a week or on a holiday shall be considered as overtime.

16.02 Overtime Rates

For part-time and supply staff, overtime work shall be paid at the rate of time and one half (1/2) for time worked over forty-four hours (44) in a work week.

16.03 Time Off in Lieu of Overtime

For full-time staff who work in excess of thirty-five (35) hours in a work week, but less than forty-four (44) hours in a week, instead of cash payment for overtime, an employee will receive banked time off equivalent to the time worked.

Full-time staff who work in excess of forty-four (44) hours in a work week will receive banked time off at at time and a half.

All time off in lieu of overtime must be used at a time mutually agreed to by the employee and the Employer within one (1) month of being earned, unless carry-over is approved by their immediate supervisor but not longer than 60 days after the time was earned.

Employees are not permitted to work overtime without written approval from their direct supervisor.

ARTICLE 17 - HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Years Day

Family Day

Good Friday

Victoria Day

Canda Day (July 1st)

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

National Day of Truth and Reconciliation will be observed during the work day.

17.02 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, the following working day(s) shall be deemed to be the Holiday for the purpose of this Agreement.

ARTICLE 18 - VACATIONS

18.01 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.

18.02 Vacation Schedules

For the purposes of this section, the annual vacation year shall be based on the Employees date of hire ("anniversary date").

Vacation time will be an annual bank and be fully credited to the employee's bank on their anniversary date.

In the event that an employee's employment ends before they have completed the necessary work time for the vacation taken, the value of the outstanding amount will be withheld from their final pay. In the event that there is any balance remaining after withholding, the employee must repay the value of the outstanding amount.

Vacation requests must be submitted in writing to the Employee's direct supervisor. Vacation requests must be made at least four (4) weeks prior to the start of the requested vacation time. Vacation requests for less than five (5) days may be considered without the four weeks notice.

Vacation time will be authorized at the discretion of the Employee's direct supervisor, based on operational needs of the Centre, including coverage. The direct supervisor will respond to the Employee's vacation request within five (5) business days of receiving the request.

At no time will vacation be granted where the requested vacation time conflicts with vacation time already approved for another employee in the same room.

Once approved, vacation will only be cancelled on mutual agreement between the Employee and their direct supervisor.

18.03 Length of Vacation

Every permanent part time employee in the Kids Club with a regular schedule of less than twenty-five (25) hours weekly will be entitled to six percent (6%) vacation pay. All other part time and supply employees shall receive vacation pay in accordance with the Employment Standards Act (ESA).

Every permanent Full-time Employee and every permanent part-time employee with a regular schedule of at least twenty-five (25) hours weekly will be entitled to an annual vacation based on the date of permanent hire, as follows:

- i) Employees will receive three (3) weeks paid vacation until their fifth (5th) anniversary.
- ii) Employees must take at least two (2) weeks of vacation time per year after their first anniversary and until their fifth anniversary. The Employer may schedule vacation for the employee if necessary if the employee has not submitted a vacation request by the eleventh month of your anniversary year.
- iii) An Employee will be allowed four (4) weeks paid vacation after their fifth (5th) anniversary.
- iii) Employees must take at least three (3) weeks of vacation time per year after their fifth anniversary. The Employer may schedule vacation for the employee if necessary if the employee has not submitted a vacation request by the eleventh month of your anniversary year.
- iv) Employees may carry over and bank unused vacation time, provided that they do not have any more than three (3) weeks of banked vacation time.

18.04 Unbroken Vacation Period

An employee shall be entitled to receive ~~her~~ their vacation in an unbroken period of up to two weeks unless otherwise mutually agreed upon between the employee concerned and the Employer.

18.05 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 that interfered with the employee's ability to take vacation. The Employer reserves the right to require documentation in support of the illness or accident.
- 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. The Employer reserves the right to require documentation in support of the illness.

18.06 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.

18.07 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.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

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. Sick days may also be used to attend appointments for health-related reasons, including preventive health measures, if the member has already exhausted available paid PDOs under article 20.09.

- a) Every permanent full-time employee and permanent part-time staff regularly working at least 25 hours weekly will be entitled to fourteen (14) days of sick time per calendar year.
- b) Fixed-Term employees are entitled to fourteen (14) paid sick days annually, pro-rated for partial year of their Fixed-Term employment. Kids Club Program Staff and Kids Club Program Assistant are entitled to six (6) paid sick days annually.
- c) Fixed-Term employees are entitled to fourteen (14) paid sick days annually, pro-rated for partial year of their Fixed-Term employment.

Proof of Illness

In reasonable circumstances the Employer may exercise its discretion to require that the employee provide documentation from a qualified medical practitioner in support of an absence due to illness, including a description of the general nature of the illness, but not any diagnostic information. The Employer will reimburse the employee upon receipt of suitable medical information.

19.02 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

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 notify the Employer of this fact twelve (12) hours in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control. Documentation may be requested by the Employer.

19.05 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. A joint and confidential meeting of Supervisor and Unit V.P. of the Local or their designate will be held with each returning employee to discuss and create a reintegration plan and modified work, if required.

Notwithstanding the foregoing, the provisions of the Ontario *Human Rights Code* relating to disability and accommodation continue to apply.

ARTICLE 20 - LEAVE OF ABSENCE

All employees are entitled to leaves of absence pursuant to the terms of the *Employment Standards Act, 2000* as may be amended for time to time, or applicable successor legislation.

Entitlements to leaves of absence are improved upon as described in this article.

20.01 General Leave

The Employer may grant leave of absence of no more than twenty-six (26) weeks without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request is to be in writing and approved by the Executive Director or designate. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

20.01.1 Education Leave

A General Leave may be extended to no more than one hundred four (104) weeks in the case of an employee taking a leave of absence to obtain their Early Childhood Education diploma or Montessori Teacher MACTE certificate, with the intent to return to the Employer upon conclusion of the leave.

Leave of absence under Article 20.01.1(a) is conditional on proof of continued enrollment in an accredited program during the leave.

An employee on leave under Article 20.01.1(a) can be on casual list when course is not in session (summer, etc.)

Benefits are not available during an Education Leave unless approved by the Benefits Provider and premiums are fully reimbursed back to the Employer during the Education Leave.

20.02 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

Employees will provide no less than ten (10) days' written notice of leave in order to access leave under this article. No more than twenty (20) days'

leave will be granted to the entire bargaining unit under this article per calendar year.

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

The Employer may grant an employee who is elected or selected for a full-time position with the Union, or who is elected to public office, leave of absence without pay, without benefits, and without loss of seniority.

Leave of absence under this article will be no greater than one (1) year. An employee requesting leave under this article must make their request in writing no less than one (1) month before the anticipated start date of the leave.

Requests for leave under this article will be at the Employer's reasonable discretion.

20.04 Family Caregiver Leave

Employees will be granted Family Caregiver Leave pursuant to the *Employment Standards Act, 2000*.

Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement.—The Employee can forego benefits if they give the Employer notice in writing that the Employee does not intend to pay the Employee's contributions, if any. On return from leave, employees will be placed in their pre-leave position or similar alternative position if their pre-leave position no longer exists.

20.05 Pregnancy Leave

Pregnancy leaves will be granted in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

a)

- (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act, 2000* and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer a minimum of four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume her work.

Additional leave of absence may be taken under 20.07 (d) Parental Leave.

- b) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- c) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 20.06 (b).
- d) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act, 2000* shall continue and seniority shall accumulate during the leave.

- e) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

20.06 Parental Leave

Parental leaves will be granted in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth

of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave, conditional on first providing at least four (4) weeks' notice in writing that they intend to take parental leave.

- b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- c) For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. In all other cases, the parental leave must commence no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. An employee shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.
- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer at least four (4) weeks written notice of the date the leave is to begin, unless the child becomes immediately available, in which case, such leave may commence at such time as is mutually agreed to by the parties.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventy-eight (78) weeks while the employee is on parental leave, unless the Employee gives the Employer notice in writing that the Employee does not intend to pay the Employee's contributions, if any.

Credits for service and seniority shall accumulate for a period of up to seventy-eight (78) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

20.07 Bereavement Leave

Employees who have been employed for at least two weeks are entitled to up to five (5) paid days in each calendar year for bereavement leave of absence upon the death of a family member, an individual who was dependent on the employee for care or assistance, or other instances of genuine bereavement.

An employee who wishes to take a leave of absence under this article will advise their immediate supervisor prior to taking the leave.

An employee may request an unpaid extension of their bereavement leave, which request will not be unreasonably denied.

The Employer reserves the right to require proper documentation of the death for which bereavement leave is requested.

20.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without pay and without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court proceeding.

Time spent by an employee required to serve as a 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.

20.09 Personal Days

Full-time permanent staff or part-time staff regularly working more than twenty-five (25) hours weekly are entitled to up to ten (10) Personal Days off within a calendar year, the first four of which are paid. Part-time staff who work less than twenty-five (25) hours weekly are entitled to up to ten (10) Personal Days off without pay within a calendar year, the first two of which are paid. Part-time staff working in the Kids Club Program will be paid for the first two (2) Personal Days Off in each calendar year.

Personal Days may only be taken as half days or whole days off. Employees may request a Personal Day with at least five (5) days' written notice to their supervisor where possible, which request will not be unreasonably denied.

20.10 Domestic or Sexual Violence Leave

Domestic or Sexual Violence leaves will be granted in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

Employees who have been employed for at least thirteen (13) consecutive weeks are entitled to up to ten (10) days of leave and up to fifteen (15) weeks of leave if the employee or a child of the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave is taken for the purposes listed in the *Employment Standards Act, 2000*.

The first five (5) days of the leave will be paid.

Leave under this article can only be taken in full days, or full weeks.

20.11 Critical Illness Leave

Critical Illness Leaves will be granted in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

An employee who has been employed for at least six (6) consecutive months is entitled to a leave of absence without pay to provide care or

support to a critically ill minor child who is a family member of the employee, or to a critically ill adult who is a family member of the employee, provided that a qualified health practitioner issues a certificate that: (a) states that the family member is critically ill and requires the care or support of one or more family members; and (b) sets out the period during which the family member requires the care or support, and provided that the employee provides a copy of the certificate to the Employer.

Wherever possible, an employee who wishes to take a leave under this section shall advise his or her employer in writing that he or she will be doing so and shall provide the employer with a written plan that indicates the weeks in which he or she will take the leave.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for the duration of the leave, unless the Employee gives the Employer notice in writing that the Employee does not intend to pay the Employee's contributions, if any.

On return from leave, employees will be placed in their pre-leave position or similar alternative position if their pre-leave position no longer exists.

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.

21.02 Pay on Transfer, Pay on transfer to Lower Rated Job

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

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

21.03 Education and Professional Fees/Professional Development

- a) Expenses of work-related staff development programs, conferences, courses or workshops will be reimbursed by the Employer, in full or in part, conditional that:
 - i. The employee received pre-approval from their direct supervisor for reimbursement;

- ii. The employee submits proof of payment to their direct supervisor;
 - iii. The employee submits proof of attendance to their direct supervisor;
 - iv. Reimbursement is not to exceed \$200.00 per employee in any calendar year;
 - v. If it is not feasible to reimburse employee for costs, the Employer, at its discretion, may assume the up-front costs.
- b) Where an employee wishes to attend a professional development activity, the employee will give as much advance notice to the Agency as is possible and similarly where the Agency deems it desirable that an employee attend, the Agency will endeavour to give as much advance notice as possible so that arrangements can be made to avoid any disruption of service to clients of the Agency. All conferences, etc. must be approved by the Agency and the attendance by any particular employee at such event must also receive prior approval from the Agency. Employees will be expected to share the information obtained at the event by written or oral presentation at the request of the Agency.
- c) Notwithstanding the foregoing, staff may apply to be reimbursed by the Employer for Montessori training.

21.04 Mileage Allowance and Parking Allowance

- a) The Employer will provide reimbursements described below, subject to compliance with the Employer's practices for tracking costs. Reimbursement will only be given for costs submitted within thirty (30) days of use.
- b) When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the rate of (\$0.55) per kilometer.
- c) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.
- d) Any required work-related parking that is pre-approved by the Employer will be reimbursed by the Employer upon submission of receipt.
- e) Whenever an employee is required to use the public transportation system in the course of their duties, such employee shall be reimbursed for public transit fare if pre-approved by the Employer.

21.05 Designate Pay

At each childcare centre, a qualified Early Childhood Educator shall be appointed by the Supervisor or Program Manager as the designate employee in charge when the centre Supervisor and/or Assistant Supervisor is off-site or absent from work. If the Designate is covering for a Supervisor who is absent for an entire shift, the appointed employee shall be paid an additional amount of \$2.00 per hour for all hours worked as a designate in charge for that day.

The Employer will reimburse employees for all other work-related expenses incurred on behalf of the Employer, as long as those expenses are reasonable and were pre-approved by the Supervisor. When a staff member expects to incur expenses, they must follow the procedures to get reimbursed that includes proof of payment.

21.06 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer on the next pay cycle following three (3) working days of being notified.

A payroll error resulting in overpayment will be rectified by the Employer on the next pay cycle following within three (3) working days of being notified. The employee will be given advanced notice of correction. If requested by the employee, a union representative may be present at a meeting with the Employer to discuss the correction.

ARTICLE 22 - EMPLOYEE BENEFITS

Participation in the benefit plan is mandatory for all permanent eligible employees.

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

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union.

22.03 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all eligible permanent Employees

22.04 Changes to Benefits

The parties agree that the benefit plans may only be reduced by the mutual agreement of both parties.

22.05 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Co-operation on Safety

The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees, and which will provide protection from factors adverse to employee health and safety.

23.02 Right to Refuse and No Disciplinary Action

The Employer will not knowingly permit and no employee will knowingly perform unsafe work.

No employee shall be discharged, penalized or disciplined for refusing to work where they have reason to believe:

- a) any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
- b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger themselves;
 - (i) workplace violence is likely to endanger himself or herself; or
- (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

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.

23.03 Right to Monitor and Inspect

The Employer and all employees are required to participate in the monitoring of the workplace for potential health and safety problems.

23.04 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the Grievance Procedure and the Complaint Step of the Grievance Procedure may be by-passed.

ARTICLE 24 - JOB SECURITY

24.01 Severance

If the employer ceases operations completely, permanent employees shall receive 1 weeks' pay for every year of service (to a maximum of 12 weeks).

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 and Early Years Act, as amended from time to time, as a minimum standard. The Employer will ensure that while maintaining ratio is the minimum standard, there will be no staff who works alone at a work site.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide access to a bulletin board for the purpose of allowing the Union to post notices of meetings. Such notices shall have the approval of management before being posted and such approval shall not be unreasonably withheld.

26.02 Letter of Employment

Upon request of the Employee at any time, and for any reason, the Employer shall provide a letter of employment on request.

ARTICLE 27 - PENSION

1. In this Article, the terms used shall have the meanings described:
 - (a) “Plan” means the Multi-Sector Pension Plan
 - (b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - (v) All other payments, premiums, allowances and similar payments are excluded.

(c) “Eligible Employee” means all employees in the bargaining unit who have completed 500 hours of employment with the employer.¹
2. Commencing on September 5, 2026 each Eligible Employee shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

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

To be Provided at Plan Commencement

date of hire;
date of birth;
Social Insurance Number;
date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date;
gender.

To be Provided with each Remittance:

name;
Social Insurance Number;
monthly remittance;
pensionable earnings;
year to date contributions;
employer portion of arrears owing due to error, or late enrolment by the Employer.

To be Provided Initially and as Status Changes

full address;
termination date where applicable (MM/DD/YY);
marital status, and any change to marital status;
date of death (if applicable);

To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;
period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave; period(s) of strike or lockout;
other leaves of absence.
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

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

EMPLOYER:



Manjit Dhalwial (2026-09-10 11:51:43 EDT)

Manjit Dhalwial

UNION:



Heather Murray

¹ Not to exceed 500 hours.

ARTICLE 28 – CHANGES IN AGREEMENT

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

ARTICLE 29 – DURATION

29.01 Changes in Agreement

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

Signed this 10th day of September, 2026.

For the Employer



Manjit Dhalwial (2026-09-10 11:51:43 EDT)
Manjit Dhaliwal, Director

For the Union



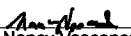
Austin Vieira (2026-09-10 18:46:43 EDT)
Austin Vieira



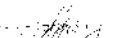
Vasiliki Stratigarea (2026-09-16 12:43:22 EDT)
Vicky Stratigarea



Natasha Fromm (2026-09-10 11:29:18 EDT)
Natasha Fromm



Nancy Vasconcelos (2026-09-12 09:48:28 GMT)
Nancy Vasconcelos



Heather Murray, CUPE National Rep

:tt/COPE491

LETTER OF UNDERSTANDING #2

between

Day Care Connection (Toronto) Inc.

and

CUPE Local 5213-05

Re: Seniority Lists

1. For purposes of the first collective agreement, the Employer will provide the Union with what it understands to be each employee's start date within forty-five (45) calendar days after the date of ratification for full time and part time and within six months for casual with their hours.
2. The Union will confirm each employee's placement on the applicable seniority list within forty-five (45) calendar days after receiving the lists from the Employer.

Signed this 10th day of September, 2026.

For the Employer


Manjit Dhalwal (2026-09-10 11:51:43 EDT)

Manjit Dhaliwal, Director

For the Union


Austin Vieira (2026-09-10 18:46:43 EDT)

Austin Vieira


Vasiliki Stratigarea (2026-09-16 12:43:22 EDT)

Vicky Stratigarea


Natasha Fromm (2026-09-10 11:29:18 EDT)

Natasha Fromm


Nancy Vasconcelos (2026-09-12 09:48:28 GMT)

Nancy Vasconcelos


Heather Murray, CUPE National Rep

APPENDIX B - WAGE GRID

Year 1

<u>Classification</u>	<u>Start rate</u>	<u>Yr 2-3</u>	<u>Yr 4-6</u>	<u>Yr 7-9</u>	<u>Yr 10 - 12</u>	<u>YR 13 - 15</u>	<u>Yr 15 +</u>
Montessori Teacher	26.92	27.74	29.21	30.23	31.24	32.26	33.27
Program Staff (RECE)	26.92	27.74	29.21	30.23	31.24	32.26	33.27
Program Assistant	23.65	23.65	24.40	25.15	25.90	30.49	31.10
Cook	25.00	29.65	30.10	30.60	31.05	33.00	33.75
Kitchen Staff*	20.00	21.00	22.00	23.00	24.00	25.00	26.00
Kids Club Program Staff	27.50	29.05	29.40	29.75	30.10	30.90	31.50
Kids Club Program Assistant	24.00	24.30	25.05	25.80	26.60	27.33	27.85
Home Care Coordinator	31.00	33.35	33.45	33.55	33.65	33.77	34.40
Casual Supply	22.00	22.00	22.20	22.45	22.65	28.56	29.15
Ratio Support	22.00	22.55	23.10	23.70	24.30	26.53	27.05
FRC Program Staff	26.50	27.30	28.75	29.75	30.75	34.47	35.15
French Teacher	25.00	25.00	26.25	28.25	29.25	30.25	32.25

*Kitchen support is not currently in the workplace. We propose to add this classification so that if a Cook resigns or is absent, we can bring on a kitchen support staff to assist the Cook, rather than having to hire a new Cook. Rates taken from CUPE first pass on wages.

Any staff above rates on grid will be red-circled plus 1% wage increase.

Year 2 = 2% Increase

<u>Classification</u>	<u>Start rate</u>	<u>Yr 2-3</u>	<u>Yr 4-6</u>	<u>Yr 7-9</u>	<u>Yr 10 - 12</u>	<u>YR 13 - 15</u>	<u>Yr 15 +</u>
Montessori Teacher	\$ 27.46	\$ 28.29	\$ 29.79	\$ 30.83	\$ 31.86	\$ 32.91	\$ 33.94
Program Staff (RECE)	\$ 27.46	\$ 28.29	\$ 29.79	\$ 30.83	\$ 31.86	\$ 32.26	\$ 33.94
Program Assistant	\$ 24.12	\$ 24.12	\$ 24.89	\$ 25.65	\$ 26.42	\$ 32.26	\$ 31.72
Cook	\$ 25.50	\$ 30.24	\$ 30.70	\$ 31.21	\$ 31.67	\$ 32.26	\$ 34.43
Kitchen Staff*	\$ 20.40	\$ 21.42	\$ 22.44	\$ 23.46	\$ 24.48	\$ 32.26	\$ 26.52
Kids Club Program Staff	\$ 28.05	\$ 29.63	\$ 29.99	\$ 30.35	\$ 30.70	\$ 32.26	\$ 32.13
Kids Club Program Assistant	\$ 24.48	\$ 24.79	\$ 25.55	\$ 26.32	\$ 27.13	\$ 32.26	\$ 28.41
Home Care Coordinator	\$ 31.62	\$ 34.02	\$ 34.12	\$ 34.22	\$ 34.32	\$ 32.26	\$ 35.09
Casual Supply	\$ 22.44	\$ 22.44	\$ 22.64	\$ 22.90	\$ 23.10	\$ 32.26	\$ 29.73
Ratio Support	\$ 22.44	\$ 23.00	\$ 23.56	\$ 24.17	\$ 24.79	\$ 32.26	\$ 27.59
FRC Program Staff	\$ 27.03	\$ 27.85	\$ 29.33	\$ 30.35	\$ 31.37	\$ 32.26	\$ 35.85
French Teacher	\$ 25.50	\$ 25.50	\$ 26.78	\$ 28.82	\$ 29.84	\$ 32.26	\$ 32.90

*Kitchen support is not currently in the workplace. We propose to add this classification so that if a Cook resigns or is absent, we can bring on a kitchen support staff to assist the Cook, rather than having to hire a new Cook. Rates taken from CUPE first pass on wages. Any staff above rates on grid will be red-circled plus 1% wage increase.

Year 3

<u>Classification</u>	<u>Start rate</u>	<u>Yr 2-3</u>	<u>Yr 4-6</u>	<u>Yr 7-9</u>	<u>Yr 10 - 12</u>	<u>YR 13 - 15</u>	<u>Yr 15 +</u>
Montessori Teacher	\$ 28.01	\$ 28.86	\$ 30.39	\$ 31.45	\$ 32.50	\$ 33.56	\$ 34.61
Program Staff (RECE)	\$ 28.01	\$ 28.86	\$ 30.39	\$ 31.45	\$ 32.50	\$ 32.26	\$ 34.61
Program Assistant	\$ 24.61	\$ 24.61	\$ 25.39	\$ 26.17	\$ 26.95	\$ 32.26	\$ 32.36
Cook	\$ 26.01	\$ 30.85	\$ 31.32	\$ 31.84	\$ 32.30	\$ 32.26	\$ 35.11
Kitchen Staff*	\$ 20.81	\$ 21.85	\$ 22.89	\$ 23.93	\$ 24.97	\$ 32.26	\$ 27.05
Kids Club Program Staff	\$ 28.61	\$ 30.22	\$ 30.59	\$ 30.95	\$ 31.32	\$ 32.26	\$ 32.77
Kids Club Program Assistant	\$ 24.97	\$ 25.28	\$ 26.06	\$ 26.84	\$ 27.67	\$ 32.26	\$ 28.98
Home Care Coordinator	\$ 32.25	\$ 34.70	\$ 34.80	\$ 34.91	\$ 35.01	\$ 32.26	\$ 35.79
Casual Supply	\$ 22.89	\$ 22.89	\$ 23.10	\$ 23.36	\$ 23.57	\$ 32.26	\$ 30.33
Ratio Support	\$ 22.89	\$ 23.46	\$ 24.03	\$ 24.66	\$ 25.28	\$ 32.26	\$ 28.14
FRC Program Staff	\$ 27.57	\$ 28.40	\$ 29.91	\$ 30.95	\$ 31.99	\$ 32.26	\$ 36.57
French Teacher	\$ 26.01	\$ 26.01	\$ 27.31	\$ 29.39	\$ 30.43	\$ 32.26	\$ 33.55

*Kitchen support is not currently in the workplace. We propose to add this classification so that if a Cook resigns or is absent, we can bring on a kitchen support staff to assist the Cook, rather than having to hire a new Cook. Rates taken from CUPE first pass on wages. Any staff above rates on grid will be red-circled plus 1% wage increase.