

COLLECTIVE AGREEMENT

– BETWEEN –

FAMILY DAY CARE SERVICES



- AND -

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2563**



January 1, 2021– December 31, 2023

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GENERAL PURPOSE

The general purpose of this Agreement is to maintain a harmonious relationship between the Agency and its employees and to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed by the Agency.

ARTICLE 1 - UNION RECOGNITION

1.01 The Agency recognizes the Union as the bargaining agent for all employees of Family Day Care Services in the City of Toronto and the Region of York and Peel, save and except assistant supervisors, supervisors, persons above the rank of supervisor, home child caregivers, administrative staff and students employed during the school vacation or participating in a field placement program of an education institution.

Administrative staff includes office and clerical staff and includes consulting staff whose duties do not include work normally performed by employees in the following programs: Home Child Care and Child Care Centers.

1.02 The **term "employee" and the term "employees" whenever used in this Agreement shall mean** only those persons described in the bargaining unit set forth in Article 1.01.

1.03 Definitions

- a) Permanent employees are employees who have been hired into a permanent position with the Agency.
- b) Seconded employees are permanent employees who are temporarily working in a different classification.
- c) Casual employees are employees hired to cover short term staff shortages such as those caused by absenteeism and vacation.
- d) 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).

ARTICLE 2 - UNION SECURITY

2.01 The Agency agrees to deduct the regular monthly Union dues from the pay of employees. The Union shall notify the Agency in writing of the prevailing rate of Union dues. The amount so deducted will be forwarded to the National Secretary-Treasurer of the Union by the fifteenth (15th) day of the month following the month for which the deduction was made along with a list of names, home addresses, phone numbers and classifications of employees and the individual Union deductions made. The dues statement shall include the total regular wages paid to each employee during the month being reported. A copy of this list will be forwarded to the Secretary-Treasurer of the Local.

- 2.02 The Union agrees to defend and hold the Agency harmless against all claims, demands and expenses, should any person at any time claim that the Agency acted wrongfully or illegally in making such check-off deductions.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01 In view of the orderly procedure herein established by this Agreement of the settling of disputes and handing of grievances, the Union agreed that during the life of this Agreement its members will not sanction, call, nor participate in a strike, slowdown, refusal to perform **work, picketing or other collective or individual interference with the operation of the Agency's** business.
- 3.02 The Agency agrees that there shall be no lockout during the life of the Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 It is recognized and agreed that the Agency is a private organization dependant upon public and private funding and volunteer support. Policy is made through a Board of Directors representing the community and serving in a voluntary capacity. The Union acknowledges that the Agency must retain flexibility so that it can offer new or modified services to the community and pursue funding. Accordingly, nothing in this Agreement shall be intended or interpreted as limiting the ability of the Agency to respond to the needs of the community or the requirements of obtaining or continuing to obtain funding from various sources. Nor shall anything in this Agreement be interpreted as limiting the policy making role of the Board of Directors of the Agency. It is agreed that the Union may be consulted by the Agency from time to time in this process. The Union acknowledges and recognizes that all matters concerning **the management of the Agency's operations and the direction of the working force** are fixed exclusively with the Agency and shall remain solely with the Agency except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Agency to:
- a) Maintain order and efficiency;
 - b) Hire, classify, transfer, promote, demote, and lay-off employees, and determine standards of performance, and work assignments;
 - c) Discharge, suspend, demote or discipline employees for just cause provided that employees who have completed their probationary period may pursue a grievance for any disciplinary action alleged to be without just cause;
 - d) Make, alter and enforce from time to time reasonable rules and regulations covering its employees;
 - e) Generally, to manage the services in which the Agency engages or may become engaged and without in any way restricting the generality of the foregoing to determine the type of services to be provided and the programs to carry out those

services and how such programs shall be structured and the location, staffing, supervision and control of the programs; and

- f) Take all steps as may be deemed advisable by the Agency **to carry out the Agency's** mandate to provide services to the community and to obtain funding to provide such services.

4.02 It is further agreed and understood by the parties that the Agency operates on both public and private funding and by its nature has very limited resources. It is therefore difficult for the Agency to support paid time off. Meetings between management and Union representatives will only take place during paid time with consent of the Agency.

ARTICLE 5 - UNION REPRESENTATIVES

5.01 a) The Union shall notify the Agency in writing of the officers authorized to represent the Union in its relations with the Agency.

b) Stewards

The Union may elect or otherwise appoint one (1) steward per child care centre and up to two (2) stewards per home child care office from among the employees who have completed their probationary period to assist employees in presenting their grievances to the Agency. The Union acknowledges that the stewards have their regular work to perform on behalf of the Agency and must not leave work without permission to process a grievance or undertake any other union business. The Union shall notify the agency in writing of the name of the officers and the Agency shall not be required to recognize any employee as a steward without such notice in writing from the Union.

5.02 Union Management Committee

There shall be a Union / Management Committee composed of two (2) or more employees, up to a maximum of five (5), representing the Union and one or more members of management to provide an opportunity for informal discussions of any matter which is of mutual concern to the parties. At least two (2) of the employees representing the union shall be from child care centers and Ontario Early Years Centres from across the Agency. The Union / Management Committee shall meet as necessary at a time and place mutually agreeable to both parties. Either party may request the meeting. The party requesting the meeting shall supply an agenda to the other party prior to the meeting.

5.03 Labour Management Relations

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

5.04 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union at the bargaining table. At least two (2) members shall be Centre staff. The Union will advise the Agency of the Union nominees to the Committee and the names of alternates.

5.05 National Union Representative - Visits

A representative of the National Union will be entitled to visit the premises of the Agency provided that the National Union representative scheduled the visit in advance with the Agency at a time convenient to the Agency, contacts the Agency on arrival at the premises before speaking to any employees, and presents credentials to the Agency if requested. Under no circumstances will the National Union representative interfere with the work of any employee.

5.06 The Union agrees that it will not engage in Union activities during working hours or hold meetings at any time on the premises of the Agency without the prior permission of the Agency.

5.07 Potential New Employees - The Agency agrees to acquaint potential new employees with the fact that a Union agreement is in effect.

5.08 All employees shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay, prior to **the employee's completion of the** probationary period, for a maximum of thirty (30) minutes, for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Agency and the Union. If the Union representative is not already at the same **location, there will be no cost to the Agency for the Union representative's travel time to the** location.

5.09 Where an employee applies for a leave of absence under Article 8.01 of this Agreement, the Agency will forward a copy of the request and its response to the Union.

5.10 At the time of hiring, each new permanent employee shall receive a letter indicating her starting date, wage rate and classification. Copies of such letters shall be forwarded to the Union within ten (10) working days. Each new permanent employee shall also receive a copy of the job description applicable at the time.

5.11 Right To Have a Steward Present

An employee shall have the right to have his/her Steward participate in any meeting with a representative(s) of the Employer that may lead to disciplinary action against the employee.

The supervisor or representative shall notify the employee, where possible, in advance of the meeting in order that the employee may arrange for his/her Steward to attend the meeting.

Where a Steward is not able to be physically present, the Steward may participate via teleconference.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

6.01 If an employee has a complaint relating to the interpretation, application or administration of this Agreement or where an employee alleges a violation of this Agreement, an earnest effort will be made to settle such complaint without delay in the following manner.

STEP 1 The employee must first discuss the complaint with their immediate supervisor (Centre Supervisor/Program Manager) or in their absence, the person above the Supervisor, and must do so within five (5) working days of the date upon which the incident giving rise to the complaint first occurred. The supervisor shall respond in writing within five (5) working days.

STEP 2 If the complaint is not settled at Step 1 and the employee wishes to pursue the complaint, a written grievance **must be submitted to the employee's Program Manager/Director, HR** within five (5) working days following the Step 1 answer, on a form to be provided for that purpose. The grievance form shall be signed by the employee and the Union Steward and shall indicate the nature of the grievance, and the Article of the Agreement alleged to be violated and the adjustment sought. **The employee's Program Manager/Director, HR shall reply, in writing, to the grievance within five (5) working days following receipt of the written grievance. The employee's Program Manager/Director, HR may meet with the employee to discuss and try to resolve the grievance.**

STEP 3 If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance, the grievance must be submitted to the Chief Executive Officer (CEO) of the Agency within five (5) working days following the Step 2 answer. The CEO shall reply, in writing, to the grievance within five (5) working days following receipt of the grievance. The parties may arrange for a meeting at Step 3 to discuss the grievance and the National Union Representative, Union Steward or Union Vice President may attend any such meeting.

6.02 Policy Grievance

A complaint or grievance arising directly between Family Day and the Union relating to the interpretation, application, administration or alleged violation of this Agreement, shall be originated at Step 3 in writing within five (5) working days of the date upon which the incident giving rise to the grievance occurred.

The CEO shall reply, in writing, to the grievance within five (5) working days following receipt of the grievance. The parties may arrange for a meeting to discuss the grievance and the National Union Representative, the Union Steward or the Union Vice President may attend any such meeting.

It is expressly understood, however, that the provisions of Section 6.02 may not be used with respect to a grievance directly affecting an employee which he/she could have instituted himself/herself in the regular grievance procedure.

6.03 Employer Grievance

Should the Agency wish to submit a grievance it shall do so in writing and the Union shall give its reply, in writing within five (5) working days following receipt of the grievance. The parties may arrange for a meeting to discuss the grievance and the National Union Representative, the Union Steward or the Union Vice-President may attend any such meeting.

6.04 Should any grievance fail to be satisfactorily settled under the foregoing provisions of this Article it may be referred to arbitration by either the Agency or the Union as provided for below.

6.05 Where a difference arises between the Agency and the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties may notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice must be given in writing to the other party within twenty (20) working days after the written decision is rendered at Step 3 of the Grievance Procedure and shall contain the names of three (3) suggestions of arbitrators. The recipient of the notices shall within seven (7) working days inform the other party whether any of the three (3) proposed arbitrators are satisfactory and, if not, will suggest three (3) other names. The party desiring arbitration will then contact the other party if necessary to resolve the choice of arbitrator.

6.06 If the parties fail to agree upon an arbitrator within twenty-one (21) working days, either party may apply to the Ministry of Labour for Ontario to appoint an arbitrator.

6.07 The Arbitrator shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall not have any authority to alter or amend in any way the provisions of this Agreement; to substitute any new provisions in lieu thereof; to give any decision inconsistent with, or contrary to, the terms, and conditions of this Agreement; or in any way modify, add to, or delete from any provision of this agreement.

6.08 The cost and expenses of the Arbitrator shall be borne equally by the parties. Either party may be represented by counsel.

6.09 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure and within the time limits specified.

6.10 Discharge for Cause

An employee who has completed their probationary period and who feels that they have been discharged without just cause may file a written grievance. A grievance of a discharge must be grieved within five (5) working days from the date of discharge and will commence at Step 2.

6.11 The time limits fixed in the grievance procedure or referral to arbitration may be extended by mutual written agreement of the President of the Union and the Manager, Human Resources, or their designate. No time limits may be extended without such mutual agreement.

ARTICLE 7- SENIORITY

7.01 a) Probationary Period

A new employee shall be considered to be on probation until he/she has completed six hundred and forty (640) hours worked. Upon completion of the probationary period, the **seniority shall date from the most recent date of hire. During an employee's** probationary period, the employee shall be considered as being employed in a trial basis and may be discharged without notice at the sole discretion of the Agency and shall not be entitled to grieve or arbitrate a discharge within the probationary period.

b) Extended Probationary Period

When mutually agreed, a longer probationary period may be arranged between the Agency and the Union.

An employee shall be notified when they have completed their probationary period.

c) Seniority Accrual

After January 1, 1993, seniority for part-time employees will accrue on the basis of **1,755 hours equals one year's service.**

7.02 Seniority Lists

The Agency shall maintain separate full-time and part-time seniority lists as for the following classifications:

- (1) Teachers (RECE or equivalent)
- (2) Assistant Teachers
- (3) Cooks
- (4) Housekeeping Aides
- (5) Home Child Care Co-ordinators
- (6) Integration Services Co-ordinators
- (7) Program Facilitators
- (8) Child Care Services Co-ordinators
- (9) Family Support Worker

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 Agency and the Union may mutually agree. The seniority list posted in January shall be current as of December 31st of the prior year.

Within one (1) month of posting seniority lists bargaining unit members are accountable for verifying their seniority. Failing any written objection being submitted to HR within the month following posting of the seniority list, the seniority list will be deemed to be correct. Employees absent from work for the entire period of the posting will not be prejudiced by an incorrect list provided they notify HR of any errors within five (5) days of their return.

- 7.03 An employee shall lose their seniority and their employment shall be deemed to be terminated for all purposes if the employee:
- a) quits;
 - b) is discharged and the discharge is not reversed in the grievance and arbitration procedure;
 - c) is laid off for more than eighteen (18) months;
 - d) is absent from work for two (2) consecutive working days without notifying the Agency **except for reasons beyond the employee's control or is absent from work for two (2) consecutive working days without permission of the Agency;**
 - e) fails to return to work when scheduled following a leave of absence without prior notification to and permission of the Agency, provided that the Agency will not administer this Article 7.03 e) in an arbitrary or discriminatory manner;
 - f) works elsewhere so as to affect work at the Agency;
 - g) fails to report for work or to notify the Agency of their intention to return to work, within five (5) working days of receipt of notice by registered mail or telephone to return to work from the layoff;
 - h) utilizes a leave of absence for a purpose other than that for which it was granted;
 - i) retires or is no longer able to perform the work available;
 - j) is absent from work due to sickness or injury in excess of twenty-four (24) months;
 - k) works in a non-bargaining unit position for greater than twenty-four (24) months.
- 7.04 It shall be the duty of the employee to keep the Agency informed of their current address. Should an employee fail to do so the Agency shall not be responsible for the failure of any notices which may be required under the terms of this Agreement to reach the employee.
- 7.05 Prior to the actual layoff of an employee or employees, the Agency shall make reasonable efforts to transfer the employee(s) concerned to a vacant position, provided the employee(s) has the necessary skills and is able to perform the work of said vacant position effectively and competently. If the employee to be laid off is not transferred to a vacant position, the Agency shall make reasonable non-monetary efforts to assist such employee to find alternative employment.
- 7.06 Should any new job classifications be established by the Employer within the Bargaining Unit during the term of the Collective Agreement the Employer will notify the Union in writing of the new classification and wage rate.
- 7.07 The Agency agrees to copy the Union on letters from the Agency to employees who have been hired, seconded, laid-off, transferred, suspended or terminated.

ARTICLE 8 - LEAVES OF ABSENCE

- 8.01 An employee may apply for a leave of absence giving the Agency as much notice as possible **but at least three (3) weeks' notice. All leaves of absence shall be** without pay and without benefits. The Agency can grant or withhold any application for leave of absence depending upon the circumstances. All applications by employees for leave of absence shall be in writing.
- 8.02 A leave of absence for up to forty-five **(45) days will not affect an employee's seniority. In the** event of a leave for forty-six (46) days or more, seniority will be preserved but will cease to accumulate.
- 8.03 Jury Duty
- A full-time employee who has completed their probationary period with the Agency who is summoned to serve as a juror and who reports for jury duty will be paid an amount equal to the difference between the daily jury fee paid by the court (exclusive of any allowance for traveling and living expenses) for each day in which the employee reports for or performs jury **duty and would otherwise have been scheduled to work and the employee's regular pay. In** order to receive such payment an employee must give prior written notice that they have been summoned for jury duty and furnish the Agency with satisfactory evidence that they reported for or performed jury duty on the days for which the employee claims payment and satisfactory **evidence of the amount of the jury fee which the employee received. The Agency's obligation** to pay the employee is limited to a maximum of fifteen (15) days in any calendar year.
- 8.04 Bereavement Leave
- a) **In the event of the death of the employee's spouse, same sex partner, parent, legal** guardian, child, step-child, the employee shall be granted a bereavement leave of absence with pay for up to five (5) working days. In the event of the death of the **employee's** sister, brother, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or grandchild the employee shall be granted a bereavement leave of absence with pay for up to four (4) working days. In the event of **the death of an employee's aunt, uncle, niece, nephew, step**-parent or grandparent-in-law, the employee shall be granted a bereavement leave of absence with pay for one (1) working day. In special circumstances, the Agency may grant an extension of time for such leave but it shall be without pay and at the sole discretion of the Agency.
- b) For employees traveling outside the province for funeral services for persons referred to in paragraph (a), such leave shall also include unpaid reasonable traveling time, not to exceed ten (10) working days. In special circumstances, the Agency may grant an extension of time for such leave. Such leave shall be without pay and at the sole discretion of the Agency.

8.05 Pregnancy Leave

- a) A pregnant employee employed for thirteen (13) weeks as of the expected date of birth **of the employee's child shall be entitled to up to seventeen (17) weeks pregnancy leave.**
- b) The pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth of the child and no later than the day on which she gives birth.
- c) The employee must give at least two (2) weeks written notice of the date the pregnancy leave is to begin and must provide a certificate from a legally qualified medical practitioner stating the expected date of birth. Notice may be give within two (2) weeks of stopping work where the employee stops work early because of complications caused **by the employee's pregnancy.** The employee shall give the Agency as much advanced written notice as reasonably practicable.

8.06 Parental Leave

- a) Each parent who has been employed for thirteen (13) weeks shall be entitled to parental **leave, following the birth of the employee's child or the date the child came in to the** custody, care and control of the employee of up to sixty-one (61) weeks if the employee took pregnancy leave and otherwise up to sixty-three (63) weeks.
- b) Parental leave for an employee who takes pregnancy leave must commence when the pregnancy leave ends. 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.
- c) **The employee must give at least two (2) weeks' written notice of the date the parental** 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 employee and the Agency.

8.07 General Provisions Regarding Pregnancy and Parental Leaves

- a) An employee who intends to resume employment following pregnancy and/or parental leave shall advise the Agency in writing at least four (4) weeks before the expected date of return. The employee shall give the Agency as much advanced written notice as reasonably practicable.
- b) **On the employee's return to work, the employee shall be reinstated to the employee's** position, if it still exists, or to a comparable position, if it does not.
- c) Seniority continues to accrue during pregnancy and parental leave.
- d) An employee on pregnancy or parental leave shall continue to participate in the employee benefit insurance listed in Article 11 and the Agency shall continue to make its contributions for those benefits for a period of up seventy-eight (78) weeks unless **the employee fails to make the employee's required contributions, if any, to such** plans.

8.08 Sick Leave

- a) Every employee shall be credited with one and a half (1½) days of sick leave per month of employment, up to a maximum of eighteen (18) days of sick leave per year. Sick leave shall be cumulative to a maximum of forty-five (45) working days. Unused sick leave does not entitle a terminating employee to any compensation. Sick leave will cease to accrue after an employee has been absent for thirty (30) days until the employee returns to work.
- b) Sick leave means the period of time an employee is absent due to illness or injury and by virtue of being under examination or treatment of a physician or psychiatrist. Sick leave also includes an absence due to the **illness or injury of the employee's spouse, dependent children, parent dependent on the employee for care or spouse's parent dependent on the employee for care**. It is understood and agreed that pay for sick leave is for the sole purpose of protecting the employee from loss of regular income when she is unable to work.
- c) Sick leave credits are used to cover the first seven (7) days of absence due to illness until insurance benefits commence on day eight (8) at the rate of sixty-six and two thirds (66 2/3) and **thirty three and one third (33 1/3) from employees' sick bank** to reach one hundred percent (100%) in the case of injury or illness to a maximum of thirty (30) days after commencement of absence due to illness or injury. If the insurance company refuses benefits, sick leave credits cannot be used as a substitute.
- d) **Every employee shall be entitled to participate in the Agency's sick leave program upon successful completion of probation, but the employee's credit calculations shall commence upon employment.**
- e) Employees may use a full day sick leave credit to cover necessary appointments.
- f) An employee may be required by the Agency to produce (i) a proof of illness or injury in the form of a medical certificate from a legally qualified Medical Practitioner, or (ii) other reasonable documentation for any absence due to illness or injury.

Fees charged to an employee to provide a note, medical certificate or to complete forms to support an absence are the sole responsibility of the employee. If the Agency requires a medical certificate for an illness or injury under three (3) days in length, the Agency shall pay the associated fee for the medical certificate.
- g) If an employee must return home during the work day due to illness or injury, or **illness or injury of the employee's spouse, dependent children, parent dependent on the employee for care or spouse's parent dependent on the employee for care, the employee's** accumulated sick leave credits will be reduced only by the number of hours left in his/her scheduled shift. In all other cases, use of sick leave credits will **reduce the employee's accrued sick leave by one full day.**

8.09 Union Leave of Absence

a) Leave of Absence for short-term Union Duties

1. Leave of absence without pay and without loss of seniority shall be granted to permit employees to attend a Union convention or Union seminar where the request for the leave of absence is made in accordance with this provision. Any such leave of absence must be requested in writing at least ten (10) days prior to the date of the leave of absence and up to six (6) employees from different programs may be absent on such leave at any one time. The bargaining unit will not be entitled to more than forty-eight (48) working days leave under this Article in any calendar year.
2. Leave of absence without pay and without loss of seniority shall be granted to permit executive officers of the Local to attend to Union business where the request for the leave of absence is made in accordance with this provision. Any such leave of absence must be requested in writing at least five (5) days prior to the date of the leave of absence. The bargaining unit will not be entitled to more than fifteen (15) working days leave under this Article in any calendar year.

b) Leave of Absence for Union Duties

1. An employee who is elected or selected for a full-time or part-time position with the Union shall be granted a leave of absence for up to twenty-four (24) months. During such leave of absence, seniority shall continue to accumulate for the first twelve (12) months and shall be preserved, but cease to accumulate thereafter. Notification of such leave of absence shall be given in writing at least four (4) weeks in advance. This leave shall be renewed upon request. Part-time shall be in full day increments.
2. In the event such a leave results in the creation of a temporary position with the Agency and the temporary position is filled with an external candidate, the time provision of Article 1.03 d) shall not apply.
3. Upon receipt of a written request at least four (4) weeks in advance the Agency **will return the employee to the employee's former classification subject to seniority.** In the event that the classification no longer exists, such an employee shall be placed in a comparable classification subject to seniority.
4. In the Event such a leave results in the creation of a temporary position with the Agency and the temporary position is filled by an employee from the bargaining unit, Article 8.09 b) 3. shall apply.
5. While on Union leave of absence for full-time duties or part-time duties, the employee shall continue to receive from the Agency, their regular salary and benefits as provided for in this Agreement. The Union shall reimburse the **Agency, monthly, for the employee's salary** and benefits during this period of absence. Part-time shall be in full day increments.

8.10 Medical or Dental appointments

Up to three (3) hours on any one occasion may be taken (to a maximum of three (3) occasions per year) for medical or dental appointments and will not be deducted from accrued sick leave under Article 8.08. This time may also be used for medical or dental appointments that the employee must attend for their spouse, dependent children, parent dependent on the employee for care or **spouse's parent dependent on the employee for care. To the extent** reasonably possible, employees must schedule medical or dental appointments outside of working hours or to align with the start or end of their shift. All employees will still be entitled to their paid one (1) hour lunch and two (2) ten (10) minute breaks as per Article 19.01.

8.11 Administrative leave

In the event that **Children's Aid Societies, the Ontario Ministry of Education, the College of Early Childhood Educators**, the applicable municipality or the Agency requires that an employee be placed on investigative leave for alleged misconduct which impacts the employment relationship, the Agency will continue to pay the employee at his/her regular rate of pay for the duration of the investigation, up to a maximum of three (3) weeks.

Once the investigation is completed, it has been determined that the employee is not culpable, and the employee is returned to work, the Agency will pay the employee for all wages and benefits lost. Seniority will continue to accrue for the duration of the investigation.

ARTICLE 9 - HOLIDAYS

9.01 The following holidays shall be observed with pay:

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

Three (3) additional "Float Days" to be observed on days mutually agreeable to the Agency and the employee within each calendar year.

Any additional holidays are at the discretion of the Agency. If any of the above holidays falls within a **vacation period the employee is entitled to an additional day's leave to be taken at a time mutually agreed upon by the Agency and the employee.**

For the purposes of new employees in the first year of employment, the three (3) Float Days will be prorated as one per each completed four working months of employment.

9.02 Part-time employees and employees on maternity leave or other leaves of absence are not entitled to holiday pay (except as required by the *Employment Standards Act*).

9.03 To be eligible for holiday pay an employee must report on time and work their scheduled work day immediately preceding such holiday and their scheduled work day immediately following

such holiday, unless absent because of proven illness, vacation, jury duty or compensatory time off.

- 9.04 Every effort will be made to allow employees time off to observe religious holidays other than the above, and any such days may be taken as vacation or leave without pay.
- 9.05 **When a holiday falls during an employee's vacation, the employee shall** receive another day off with pay at a time mutually agreed upon between the employee and the Agency. Should one of the holidays fall on a Saturday or Sunday, the employee shall receive a day off on the proclaimed day if that holiday is proclaimed and a day off at a time mutually agreed upon between the employee and the Agency when that holiday is not proclaimed.

ARTICLE 10 - VACATIONS

- 10.01 Effective January 1, 2010, the Agency will grant vacations with pay as follows:

YEARS OF SERVICE	DAYS ACCRUED
First (1 st) Year of Service	Fifteen (15) Days
Fifth (5 th) Year of Service	Eighteen (18) Days
Tenth (10 th) Year of Service	Twenty-One (21) Days
Fifteenth (15 th) Year of Service	Twenty-Five (25) Days
Twentieth (20 th) and Subsequent Years of Service	Twenty-Six (26) Days

- 10.02 Vacation entitlement shall accrue monthly during each calendar year and must be taken by the end of January of the following year. Exceptions can be made at the discretion of the Agency.
- 10.03 An employee in the first year of employment may not take more vacation than the employee **has accrued to the date the employee's vacation commences without the consent of the Agency.** Employees hired after July 1st or who are on probation may carry earned vacation into the next year.
- 10.04 Vacation Scheduling
- a) An employee shall consult with their supervisor in the matter of settling all dates for vacation in order to ensure continuity in carrying out the essential functions of the Agency. Approval in writing must be obtained for the vacation time off from the Agency **within five (5) working days of the employee's written request.**

Summer Vacation

- b) Vacation schedules for the months of July and August will be requested by the employee no later than May 15th and approval for such vacation will be posted by May 31st. Vacation schedules once posted shall not be changed unless mutually agreed upon by the employee and the Agency.

Notice of Vacation Entitlement

- c) An employee must schedule all remaining unscheduled vacation time with their supervisor by September 30th, failing which it will be scheduled by the Agency at time(s) chosen by the Agency. Schedule shall not be changed unless mutually agreed upon by the employee and the Agency.
- 10.05 An employee on probation is not entitled to take vacation. Exceptions can be made at the **discretion of the Agency. The Employee's vacation calculation commences upon employment.** Upon resignation or termination of employment, an employee who has not completed one **year's employment shall receive** in lieu of vacation pay an amount equal to four percent (4%) **of the employee's earnings up to the date of resignation or termination less any vacation pay** already received or the employee may be asked to take vacation before the employee leaves. Where an employee has received more vacation pay than the employee is entitled to during the first year of employment and the employee then ceases to be employed by the Agency, **the Agency may deduct the overpayment from the employee's pay cheque.**
- 10.06 Employees who are not actively at work for a period in excess of thirty (30) working days do not accumulate vacation time off or vacation pay for the period of their absence, except as required by the *Employment Standards Act*.
- 10.07 The Agency agrees that should an employee be hospitalized while on vacation such vacation time lost will be considered sick leave and compensated accordingly upon presentation of a **doctor's certificate and the said vacation will be taken at a time mutually agreed upon by the Agency and the employee.**
- 10.08
- (a) Employees will be entitled to a family medical leave and other statutory leaves in accordance with the Employment Standards Act.
- (b) An eligible employee may request an extension of a statutory leave in writing. During an extended leave approved by the Agency, the employee shall continue to accrue seniority.

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

- 11.01 The Agency will pay the premiums for the extended health care coverage set out in this Article for permanent employees who work twenty (20) hours or more per week for the Agency and have done so continuously for a period of at least three months. Coverage is compulsory for all employees. Employees on layoff or leave of absence shall not be entitled to any benefit coverage, except as agreed. All of the insurance shall be as more particularly described and set forth in the policy or policies of insurance and the benefits provided shall be read subject to the terms and conditions of such policy or policies. Any dispute over payments of benefits under any policy shall be adjusted between the insured or the beneficiary and the insurer. **The Agency's obligations are limited to arranging for the insurer and paying the premium for the insurance,** except that the Agency shall use its best efforts to assist the employee in any dispute with the insurer.

11.02 Life Insurance

The benefit provided is two (2) times an employee's annual earnings rounded up to the next highest one thousand (\$1,000), provided however that the benefit is reduced to ten thousand (\$10,000) at age sixty-five (65). Life insurance coverage shall cease at age seventy (70).

The benefit is payable to the beneficiary designated by the employee on enrolment or such beneficiary as may be designated from time to time by the employee.

11.03 Accidental Death and Dismemberment Insurance

The benefit is equal to the amount of the employee's life insurance. In the event of the death of an employee by accidental means, the principal amount is paid to the employee's designated beneficiary in addition to the life insurance amount. Accidental death and dismemberment insurance shall cease at age seventy (70).

In the event of certain dismemberment or loss of sight, a portion of the principal amount is paid to the employee as follows:

a) Full Amount of Benefit:

Loss of:

- | | |
|-----------------------|--|
| a) Both hands; | d) One hand and one foot; |
| b) Both feet; | e) One hand or foot and the loss of sight of one eye |
| c) Sight of both eyes | |

b) One-half of Benefit:

Loss of:

- a) One hand;
- b) One foot;
- c) Sight of one eye

For this benefit, the accident must take place while the employee is insured and the loss must occur within sixty-five (65) days of the accident.

11.04 Long Term Disability

This benefit provides for a sum of sixty-six and two thirds (66-2/3%) of the monthly salary to a maximum benefit of two thousand dollars (\$2,000). Long term disability coverage shall cease at age sixty-seven (67).

Benefits commence on the first day of work lost due to the accident and the eighth day of work lost due to sickness.

Benefits are payable for the first two (2) years while an employee is disabled and unable to perform their normal work. Beyond two (2) years an employee must be totally disabled and unable to perform any occupation for which the employee might be suited by virtue of

education and training. In this latter event benefits could be payable to age 65 provided such total disability continues.

The benefit is integrated with Canada Pension Plan (CPP) and is reduced to offset any amount paid by CPP and where the employee is eligible for certain other payments as specified in the policy of insurance. The amount of reduction is frozen by the amount of CPP benefits first paid. It is not further reduced by annual cost-of-living increases and CPP benefits. The benefits paid to an employee is taxable and T-4 slips are issued for this benefit.

Once an employee is no longer eligible for Long Term Disability Benefits because the employee is considered fit to return to work by the insurance carrier, the employee must return to work **unless the insurance carrier's decision is under appeal. If the employee does not return to work** within seven days of notification of the decision, Article 7.03 shall apply.

11.05 Dental Plan

The Agency will pay the premiums for a dental plan for full-time permanent employees based upon or similar to the Blue Cross #9 Dental Plan and based upon the current Ontario Dental Association (ODA) Schedule of Fees. There will be no deductible and no co-insurance.

11.06 Vision Care

The Agency will pay the premiums for a vision care plan for full-time permanent employees. The benefits provided will be three hundred (\$300) towards prescription eye glasses or contact lenses or laser eye **surgery for the employee and each of the employee's dependents** in accordance with the terms of the vision care plan.

11.07 Pension

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

"Plan" means the Canadian Union of Public Employees/Service Employees International Union Multi-Sector Pension Plan (MSPP).

"Applicable Wages" means the basic straight-time or wages for all hours worked and in addition:

- i) the straight-time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation Pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means permanent full and part-time employees in the bargaining unit who have completed five hundred (500) hours of service. Casual, contract and temporary employees are not Eligible Employees and part-time employees are only covered with respect to their scheduled hours of work, not their extra hours of work.

b) Commencing January 1, 2005, each Eligible Employee covered by this Agreement shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wage to the Plan. The Agency shall contribute on behalf of each Eligible Employee of

each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.

- c) The Eligible Employee and the Agency contributions shall be remitted to the Plan by the Agency within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Agency shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.
- e) The Union and the Agency acknowledge and agree that under the current pension legislation, and/or regulations, the Agency has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.
- f) It is understood and agreed by the Agency and the Union that should the current **pension legislation or regulation be changed so that the Agency's obligation to** contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Agency of this increased obligation to the extent that any such obligation exceed those which the Agency would have if the Plan were a defined contribution plan.
- g) The Agency agrees to provide to the Administration of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, c. P-8, as amended, and the *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 Agency in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.
- h) For further specificity, the items required for each Eligible Employee by this Article included:
 - i) To be provided once only at Plan commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Contribution

Seniority List to include hours from date of hire to Agency's fund entry date (for the purpose of calculating past services credit)

Gender

- ii) To be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings

Year to Date Contribution

Agency Portion of arrears owing due to error or late enrolment by the Agency

iii) To be provided initially and as status changes:

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

- i) The Agency agrees to enter into a Participation Agreement with the Trustees of the Plan provided the Participant Agreement is not inconsistent with the terms of this Article and in particular paragraphs d) and e).

ARTICLE 12 - VACANCIES

12.01 a) Having regard to the nature and responsibilities of the Agency, the Agency and the Union agree that primary consideration must be given to the competence of job applicants to perform the requirements of the job. Accordingly, in filling positions within the bargaining unit the following factors shall be considered:

- i) Professional qualifications, training, experience, knowledge, attitude, comportsment, performance, skill and ability; and
ii) Length of service in the bargaining unit.

Where, as between the job applicants the factors in (i) are relatively equal, the longest service qualified employee shall be selected. Job applicants may include all employees of the Agency and persons applying from outside the Agency.

- b) For purposes of Article 12.01(a) and effective as of September 1, 2009, length of service for casual employees shall accrue on **the basis of 2,080 hours equals one year's service.**

12.02 The Agency shall post all job vacancies in the bargaining unit within five (5) working days of declaring the vacancy or new position and the posting shall remain on the bulletin board for at least five (5) working days. The job posting shall contain the title for the position, the salary range, the hours of work and any qualifications which might not be readily apparent from the other information in the job posting. Qualified internal applicants, which include contract and six (6) month casual employees, will be given preference in hiring. Internal applicants who are not successful will, upon written request, be provided with written feedback and advice for direction. Such feedback shall not be subject to the grievance and arbitration procedure and no grievance may be filed with respect to such feedback.

12.03 a) An employee who is accepted on a job posting for a job having the same scale will retain their current salary level and an employee accepted on a job posting for a job with a different salary scale will begin at the appropriate level of the salary scale for the new classification.

- b) If an employee wishes to transfer to a different location or different area, the employee will make a written application to Human Resources indicating the location(s) or area(s) which the employee wishes to transfer to. Human Resources will acknowledge in writing to the employee receipt of such request for transfer within fifteen (15) working days of receipt. **If a vacancy occurs in the employee's classification at the location** or in the area applied for, the most senior employee will be offered the transfer and the vacancy created by the transferring employee (unless there is another request) will be filled in accordance with the collective agreement. An employee who has transferred will not be eligible for another transfer for six months from the date of the transfer.

Where the Agency determines that an employee should be transferred to another location, the employee will be notified in writing prior to the scheduled transfer. The **Agency will give the employee two (2) weeks' notice recognizing that urgent needs may** make such notice impracticable.

- 12.04 The successful applicant shall be allowed a trial period of up to three (3) months during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return or be returned by the Employer to her position formerly occupied, without loss of seniority. Employees, other than employees who have displaced and are working in a lower paying classification pursuant to Article 13, shall not be permitted to post successfully for more than one vacancy in any six (6) month period without the consent of the Agency.
- 12.05 Where an employee is required to work in excess of a forty (40) hour week by the employer because of a vacancy, the employee shall receive compensatory time off or monetary compensation based upon their regular salary level, prorated to the additional hours worked (i.e. straight-time payment). Compensatory time off under this Article shall be taken at a mutually agreeable time within three (3) months, failing which it shall be paid out.
- 12.06 If a contract employee is the successful applicant for a permanent position in a classification in which he/she has worked as a contract employee for a period of at least twelve (12) consecutive months immediately prior to becoming the successful applicant, the employee shall not be subject to a probationary period.

ARTICLE 13 - LAYOFFS

- 13.01 Both parties recognize that job security should increase in proportion to length of service. It **is the Agency's intention to avoid the layoff of permanent employees wherever possible and** only after contract employees have been terminated, secondees have returned to their permanent positions and, where possible, volunteers for layoff have been canvassed. The parties recognize that remaining employees must be qualified and able to perform the remaining work. The parties also recognize the importance of staff continuity when caring for children, but this should not affect layoff in reverse order of seniority.

Definitions: For purposes of this Article 13,

- a) For home child care coordinators:

- i) **"locations" and "area" shall both mean (i) Toronto and York regions, and (ii) Peel region;**
- b) for all other staff:
 - i) "location shall mean the centre (including affiliated before- and after- school programs) at which the employee works, and
 - ii) **"area" shall mean (i) Toronto and York regions, and (ii) Peel region**

13.02 Temporary Layoffs

- a) Temporary layoffs will include layoffs for the summer period and other layoffs of less than thirteen (13) weeks duration. Contract employees in the same classification at the same location will be terminated and any employees in the same classification seconded at that location will be returned to their original position. Following these steps, the least full-time or part-time (as applicable) senior employee in the classification at the location will be laid off. Employees will not displace other employees at other locations, but will be offered full-time or part-time (as applicable) work in their job classification at the other locations, in order of their seniority, where such work is available.
- b) Where a temporary layoff occurs, which may include a location closing for the summer vacation period or operating with reduced staff, employees at the locations will use any remaining vacation time off and, thereafter, will be on layoff status, but with benefits, for the balance of the layoff period. Employees will be told as part of their orientation that, depending upon demand for services, it is possible that the location at which they will be working will close for the months of July and August and that they may be laid off for all or part of that period.
- c) **The Agency will give two (2) weeks' notice of temporary layoff, except where such layoffs are required as a result of circumstances beyond the Agency's control.**

13.03 Permanent Layoffs

- a) Prior to the permanent layoff of an employee or employees, the Agency shall offer to transfer the affected employee(s) at the location to an existing vacant position in their classification, starting with the most senior affected employee at the location. The Agency shall make reasonable non-monetary efforts to assist a permanently laid-off employee to find alternative employment.
- b) Where a location closes permanently or another form of permanent layoff occurs, the Agency must first terminate contract employees in the affected classification at the affected location and then return any seconded employees in the affected classification who have been seconded to the affected location to their original classification. Openings created as a result of these steps will be offered to the employees in the same classification who face layoff under the following procedure, in order of seniority.
- c) The parties agree that full-time employees shall only displace other full-time employees, and part-employees shall only displace other part-time employees, in all cases in accordance with the procedure below.

- d) Where it is still necessary to reduce staff, employees will be laid off starting with the least senior employee in the job classification at the location in question. The affected employee(s) shall displace the least senior employee(s) in the job classification in their area, provided they have more seniority.
- e) The affected junior employee(s) in the job classification in an area shall displace the least junior employee(s) in the job classification in another area in the bargaining unit provided they have more seniority, or they may elect to accept the permanent layoff.
- f) The least senior employee(s) in a classification in the bargaining unit shall displace the least senior employee in a classification in the next lower paying set of classification(s) (as set out in the below chart), provided the employee(s) has (i) more seniority and (ii) the necessary skill, abilities and qualifications, or shall accept the permanent layoff. The displaced individual shall in turn displace the least senior employee in the next lower paying classification(s), provided the employee(s) has (i) more seniority and (ii) the necessary skill, abilities and qualifications, or shall accept the permanent layoff. This process shall continue until an affected employee (i) does not have the seniority to displace into the next lower paying classification, (ii) does not have the necessary skill, abilities and qualifications or (iii) is in the lowest paying classification. Employees displaced in accordance with this paragraph will be paid at the lesser of (a) their wage rate at the time of layoff, and (b) the highest step of the lower paying classification. The following chart sets out the classifications in order of wage rate:

Highest Paid Classifications	HCC Coordinator Integration Coordinator Child Care Service Coordinator
Next lower paying set of classification(s)	RECE Teacher Program Facilitator Family Support Worker
Next lower paying classification(s)	Assistant Teacher
Next lower paying classification(s)	Cook
Next lower paying classification(s)	Housekeeping Aide

- g) Where a permanent reduction of the work force occurs, the Agency will give notice or pay in lieu of notice and severance pay, if any, as required by the *Employment Standards Act (ESA)* and such additional notice or pay in lieu of notice, if any, as is necessary to ensure that:
 - i) Any permanent employee with less than five (5) years of service receives a total **of one (1) month's notice or pay in lieu of notice;**
 - ii) Any permanent employee with five (5) to fourteen (14) years of service receives a total of **two (2) months' notice or pay in lieu of notice;**
 - iii) Any permanent employee with fifteen (15) or more years of service receives a total **of four (4) months' notice or pay in lieu of notice.**

Employees will receive their regular pay during the period of notice.

- h) When management determines that permanent layoffs are required, it will notify the Union prior to announcing any such layoffs. The Union/Management Committee will meet within one week of such notification or as soon as possible thereafter to discuss alternatives to the projected layoffs.
- i) A grievance concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the grievance procedure. It is understood and agreed that the parties will meet to discuss any concerns about the layoff prior to filing a grievance relating to the layoff or layoff procedure.

13.04 Recall

The Agency shall recall employees to their job classification in the reverse order in which they were laid off. Employees shall be placed on the recall list for a period of eighteen (18) months from the date of layoff.

- 13.05 Any employee who has displaced another employee into a position in a lower paying classification pursuant to Article 13.03(f) shall be offered, in order of seniority, vacant positions that arise in their former classification prior to filling such vacancies with recalls or new hires. Employees who accept to be placed in such vacancies shall return to their classification at the step in the pay scale that they were in immediately prior to the time they displaced into the lower paying classification.

- 13.06 If an employee declines to displace the least senior employee in their classification in the area, the employee shall immediately lose their seniority and their employment shall be deemed terminated by reason of resignation and/or job abandonment.

If an employee declines to displace the least senior employee in the classification in another area in the bargaining unit or declines to displace an employee in the next lower paying classification, the parties agree that the employee will have declined reasonable alternative employment made available through a seniority system for purposes of the *Employment Standards Act* (and thus shall not be entitled to termination or severance pay under the ESA), but the employee will be placed on layoff with the right of recall and the Agency will support **the employee's claim for EI benefits to the extent permitted by law.**

ARTICLE 14 - GENERAL

14.01 Salaries

The Agency shall pay salaries and wages in accordance with Schedule "A" (Permanent Full/Part Time) "A1" (Contract), ("A2") (Casual) attached hereto and forming part of this Agreement. Pay day shall be on the fifteenth (15th) of the month and the last working day of every month. On each pay day each employee shall be provided with an itemized statement of their wages and deductions. Nothing shall prevent the Agency from paying above the rates listed in **Schedule "A", "A1", and "A2" provided that notification of such amount be given to the Union.**

14.02 Lunchroom

The Agency will endeavour to provide a suitable place where the employees may eat their lunch and have their coffee breaks.

14.03 Personnel File

- a) The record of an employee shall not be used against the employee at any time after:
 - i) Twelve (12) consecutive clear months following a disciplinary action, including letters of reprimand or any adverse reports; or
 - ii) Eighteen (18) consecutive clear months following a suspension.

For greater certainty, a leave of absence by an employee greater than one (1) month **shall not be included in the calculation of "consecutive clear months" for the purposes of this section 14.03.**

Subsequent to these two (2) time periods, [14.03 a) i) and ii)] such letters, reports and **records of suspension shall be permanently removed from the employee's personnel file** upon a written request from an employee.

- b) An employee shall have the right to review their personnel file following fifteen (15) **working days written notice to the employee's supervisor and shall have the right to** respond in writing to any documents contained therein. Such reply shall become part of the permanent record.
- c) Notwithstanding anything to the contrary herein, discipline relating to workplace violence **shall remain on an employee's record indefinitely.**
- d) An Executive of the Union shall, with the **employee's written consent and following five (5) working days written notice to the Agency, be entitled to review an employee's personnel file at the Agency's head office in the presence of a human resources representative to facilitate the investigation of the grievance.** The personnel file shall **not be removed from the Agency's head office.**

14.04 Employee Attendance

Any absence and the reasons for such absence must be communicated to the employee's supervisor as soon as possible and in any event not less than two (2) hours prior to the end of the shift preceding the absence, except in emergencies. Upon notification of an absence a supervisor is responsible for finding a suitable replacement for the absent employee. An employee on Agency business during the day should indicate to the receptionist or their supervisor their whereabouts and their anticipated time of return.

14.05 **Employee Performance Appraisal ("Contribution Reviews")**

The Agency may provide a written performance appraisal (a "Contribution Review") of the employee from time to time. Upon request, a copy of the completed Contribution Review will be provided to the employee. In view of the purpose of such Contribution Reviews, they shall not be subject to the grievance and arbitration procedure and no grievance may be filed with respect to such a Contribution Review of an employee. It is also agreed that such written Contribution Review will not be used by the Agency in arbitration.

14.06 Bulletin Boards

The Agency shall provide a bulletin board for official Union notices at all their locations where permitted by the landlord.

14.07 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO, or designate, of the Agency and the President of CUPE Local 2563 or designate. The Union shall inform the Agency in writing of the name and address of the President of the Union, and of any changes as they occur.

14.08 Gender

Wherever the singular or feminine is used in this Agreement, it shall be considered to include the plural or masculine where the context of the Agreement or parties so requires.

14.09 Workload

An employee who believes that their workload has increased beyond what might be considered **reasonable shall have the right to ask for a review from the employee's immediate supervisor.** Such review to **be conducted within ten (10) days of the request.** If the employee's concerns are not resolved, the matter will be discussed by the Union/Management committee within thirty (30) days and a resolution agreed upon. A complaint under this clause cannot be the subject of a grievance or arbitration.

14.10 New Positions

When any classification within the bargaining unit not covered by Schedule "A", "A1" or "A2" is established during the term of this Agreement, the rate of pay shall be established in accordance with the existing joint job evaluation/pay equity process.

14.11 No Discrimination

The Parties agree that they and the employees covered by this Agreement shall comply with the provision of the *Ontario Human Rights Code* (the "*Code*") and the **Agency's Harassment Policy**. All allegations that there is a breach of the provisions of the *Code* may be dealt with in accordance with the grievance and arbitration procedures.

14.12 Legal Protection

Employees will continue to be covered under the Agency's policy of insurance pursuant to the terms of the policy as it may from time to time provide.

14.13 Printing of Collective Agreement

The Agency shall share equally the cost of reproduction of the collective agreement with the Union if the Agency has arranged the printing of the collective agreement.

14.14 Union Mailbox

The Agency shall provide the Union with a mailbox at its head office location.

14.15 Injury Pay

An employee who is injured in the course of employment and who is required to leave for medical attention or is sent home as a result of the injury shall receive payment for the remainder of the shift on the day of the injury at her/his regular rate of pay, without deduction from sick leave, provided that a doctor or nurse states in writing that the employee is unfit for further work on that shift.

14.16 Quarantine

Any staff who are quarantined by a medical practitioner as a direct result of their employment with the Agency may choose to use unused sick leave in accordance with Article 8.08 or accrued vacation, or go on unpaid leave. Nothing herein shall prevent the Agency from temporarily reassigning employees to other locations for the duration of any quarantine unless there are medical restrictions to the contrary.

14.17 When an employee is requested by management to attend a meeting, the employee is required to respond to the request and set a meeting date within five (5) business days, except in the **event of unforeseen circumstances outside of the employee's control.**

ARTICLE 15 - EXPENSES

15.01 Professional Development

- a) Expenses of work related staff development programs, conferences, courses or workshops will be paid by the Agency, in full or in part, upon approval of the Agency. Recommendations concerning staff attendance are the responsibility of the Program Manager/Supervisor in consultation with their appropriate program staff. Employees shall be allowed a maximum of two hundred dollars (\$200.00) per calendar year to cover expenses for attendance at such staff development program, conference, course or work shop or for purchasing professional literature and materials.
- 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) All full-time child care center employees shall receive two (2) paid leave days per calendar year for professional development for specified purposes relating directly to the function being performed by the employee at the child care centre. Professional development leave shall not include mandatory workshops or training required by the Agency. The leave shall be at a time mutually agreed between the employee and the supervisor and must be approved in writing in advance by the Agency. For greater certainty, such leaves are not subject to carry forward from year to year.

15.02 Automobiles

- a) When an employee drives their own car on Agency business the employee will be **required to present annually to the Agency proof of a valid driver's license, valid insurance, one million dollars (\$1,000,000) of public liability and property damage insurance and documentation that they have informed their insurance agent in writing of the nature and extent of their driving and have paid the additional insurance premiums if so levied.** The employee will be eligible to be reimbursed effective on ratification of the Agreement at the rate paid by Canada Revenue Agency (CRA) as well as for necessary parking expenses provided the employee meets the above conditions. The Agency will not reimburse an employee for distance traveled between the **employee's home and workplace.** Each Home Child Care Co-ordinator must have available and be willing to use a car for business purposes. If public transportation is used by an employee for Agency business, the employee will be reimbursed. Transportation expenses must be presented for reimbursement no later than five (5) working days after the last date worked in the month in which they were incurred and must be approved by the Agency before reimbursement takes place. The employee must complete and submit for approval a monthly expense sheet indicating dates and locations and mileage driven on business and attach parking receipts.
- b) Those employees who are required to have an automobile as per their job description be supplied with a signed T2200 by the Agency.

15.03 Meal Allowance

An employee who is required to work in the evening and has received prior approval where practical for doing so shall receive a meal allowance of up to fifteen dollars (\$15.00) upon presentation of a receipt. Where it is necessary for a Home Child Care Co-ordinator to purchase lunch for themselves in order to interview a client at lunch the employee will be reimbursed for the cost of their own lunch to a maximum of fifteen dollars (\$15.00).

15.04 Designate Pay

- a) At each child care 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. The appointed employee shall be paid an additional amount equal to ten percent (10%) of the **employee's regular hourly wages for all hours worked as a designate in charge for that day.**
- b) Beginning on September 1st, 2018, off-site program designates who are performing the duties and responsibilities of a licensee designate within the meaning of the *Child Care and Early Years Act, 2014* at their assigned location, shall be paid an additional amount **equal to five percent (5%) of the employee's regular hourly wages for all hours worked** as an off-site designate in charge for that day.

15.05 Employee Childcare Discount

Bargaining unit employees are entitled to a twenty-five percent (25%) discount on all FDCS programs for which a fee subsidy is not received.

ARTICLE 16 - ENTIRE AGREEMENT

16.01 The Union and the Agency agree that this Agreement constitutes the entire agreement between the parties. It is understood that any practice by the Agency does not create any obligations on the Agency in addition to those contained in this Agreement.

ARTICLE 17 - CASUAL EMPLOYEES

17.01 Casual employees shall be covered by the following provisions of this Agreement:

Article 1	Article 2	Article 3
Article 4	Article 5	Article 6
Article 7.04	Article 12	Article 14
Article 15.02 – 15.03 (mileage for cooks only)	Article 16	Article 20

The following provisions of this Agreement shall not apply to casual employees:

Article 7	Article 8.01 – 8.11	Article 9
Article 10	Article 11	Article 13
Article 15.01, 15.04 & 15.05	Article 18	Article 19

- 17.02 **Casual employees will be paid salary in accordance with Schedule "A2", and will not move on the salary scale.**
- 17.03 Effective September 1st, 2009, the Agency shall maintain a service list for casual employees and provide the Union with a copy.
- 17.04 Casual employees who are hired as permanent employees will have their seniority dated as of the first date of hire in the permanent position.
- 17.05 Upon being hired as a permanent employee, a casual employee who has completed the equivalent of two (2) **years'** service [calculated in accordance with Article 12.01 b)] shall be moved to Step 2 of the salary scale upon completion of probationary period.
- 17.06 Casual employees may not grieve termination of employment or refusal to continue to employ or to re-employ.
- 17.07 A casual employee who reports to work a scheduled shift shall be provided with at least three (3) hours work or pay in lieu, at the discretion of the Agency. This Article shall not apply where a casual employee agrees to work a shift that is scheduled to last for less than three (3) hours.

17.08 The Agency shall make available certain in-house training to casual employees. Where such training is voluntary, it shall be unpaid.

ARTICLE 18 - CONTRACT EMPLOYEES

18.01 Contract employees will not be hired to replace existing staff. Contract employees shall be covered by the following provisions of this Agreement:

Article 1	Article 2	Article 3
Article 4	Article 5	Article 6
Article 8.04 & 8.08, 8.10, 8.11	Article 9 (Except Float Days)	Article 10
Article 12	Article 14	Article 15.02 – 15.05
Article 16	Article 18	Article 19
Article 20		

The following provisions of this Agreement shall not apply to contract employees:

Article 7	Article 8.01 – 8.03 8.05 – 8.07, 8.09	Article 9 (Float Days)
Article 11	Article 13	Article 15

18.02 Contract employees will be paid salary in accordance with Step 1 of the salary scale, Schedule "A" and will not move on the scale.

18.03 For the purpose of competition for a permanent position, if all other measures are equal, the candidate with the most service as a contract employee shall be given preference.

18.04 The Agency shall maintain a service list for contract employees and provide the Union with a copy.

18.05 Contract employees who are hired as permanent employees will have their seniority dated as of first date of hire in the permanent position.

18.06 Upon being hired as a permanent employee, a contract employee who has completed a minimum of twenty-four (24) months shall be moved to Step 2 of the salary scale upon completion of probationary period.

18.07 Contract employee(s) may not grieve termination of employment prior to or on completion of their term or task, except that contract employees may grieve terminations that are alleged by the Agency to be "for cause" as a result of misconduct.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

19.01 Hours of Work

a) Centre Employees

The normal work week for Centre employees shall consist of forty (40) hours for full-time employees with a lunch break one (1) hour and two (2) ten (10) minute breaks per day, one in the morning and one in the afternoon. The employee has the right to choose where she takes her lunch and breaks provided there is mutual agreement which does not contravene *Child Care and Early Years Act, 2014*. Centre employees will have their lunch and breaks with the children when the children are on a field trip. Breaks may also not be possible on field trips. Employees will be given lieu time for lunches missed on field trips. Centre employees may be required to come in early or stay later for staff meetings once a month for two hours. The Agency will endeavour to provide employees **with two (2) weeks' notice before a staff meeting.**

b) Home Child Care Staff

The normal work shall consist of forty (40) hours for full-time employees with a lunch break of one (1) hour and two ten (10) minute breaks per day, one in the morning and one in the afternoon. It is understood that the nature of the work of the Home Child Care Staff requires employees to perform their duties with a high degree of independence, flexibility, initiative, judgment, integrity and responsibility. Accordingly, a high degree of flexibility in the scheduling of work time is needed for a proper and effective delivery of service.

c) Employees who are required by the Agency to report for work before or after operational hours shall be compensated (with time in lieu or paid straight time) for all such hours worked.

d) There is no guarantee of hours of work in a day or in a week.

e) All employees shall receive two (2) hours of time in lieu for each placement student supervised.

f) All employees working five (5) consecutive hours a day shall be permitted a paid break of fifteen (15) minutes at a mutually agreeable time.

19.02 Overtime

a) Centre Employees

Employees will be paid overtime at time and one-half (1½) for hours actually worked in excess of forty-four (44) in a week (excluding meals). Overtime shall be authorized in advance whenever possible. Compensatory time off [at the rate of one and one-half (1½) for hours actually worked in excess of forty-four (44) hours in a week] will be offered if scheduling permits.

b) Home Child Care Staff

All overtime must be authorized in advance wherever possible and shall be compensated by time off to be taken at a time agreed upon by the employee and the Agency. Compensatory time off should be taken as soon as possible after the overtime work takes place. Overtime shall be compensated by equal time off, except that hours actually worked in excess of forty-four (44) in a week (excluding meals) will be compensated with time off on the basis of time and one-half (1½).

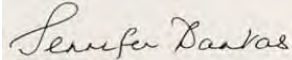
ARTICLE 20 - DURATION OF THE AGREEMENT


20.01 This Agreement shall commence on the 1st day of January 2021 and shall continue in effect until the 31st of December, 2023 unless either party gives notice in writing to the other that amendments are required or that the party intends terminating the agreement, then it shall continue in effect until the 31st day of December, 2024 and so on from year to year.

DATED AT TORONTO, ONTARIO THIS 21 DAY OF JUNE, 2021

FOR THE UNION:

















FOR THE AGENCY:









SCHEDULE A

ANNUAL SALARY SCALE – PERMANENT FULL TIME STAFF

		January 1, 2021	January 1, 2022	January 1, 2023
	STEP			
POSITION				
Home Child Care Coordinator	1	\$47,835.82	\$48,792.53	\$49,768.38
Child Care Services Coordinator	2	\$49,256.68	\$50,241.82	\$51,246.65
Integration Services Coordinator	3	\$50,649.69	\$51,662.68	\$52,695.94
	4	\$52,070.55	\$53,111.97	\$54,174.21
	5	\$53,602.86	\$54,674.92	\$55,768.42
	6	\$55,163.03	\$56,266.29	\$57,391.61
	7	\$56,834.63	\$57,971.33	\$59,130.75
Early Childhood Educator	1	\$43,768.24	\$44,643.61	\$45,536.48
Program Facilitator	2	\$45,021.95	\$45,922.38	\$46,840.83
Family Support Worker	3	\$46,442.81	\$47,371.67	\$48,319.10
	4	\$47,835.82	\$48,792.53	\$49,768.38
Assistant Teacher	1	\$34,184.36	\$34,868.05	\$35,565.41
	2	\$35,187.33	\$35,891.08	\$36,608.90
	3	\$36,301.73	\$37,027.76	\$37,768.32
	4	\$37,416.13	\$38,164.45	\$38,927.74
Cook	1	\$35,187.33	\$35,891.07	\$36,608.90
	2	\$36,301.73	\$37,027.76	\$37,768.32
	3	\$37,416.13	\$38,164.45	\$38,927.74
	4	\$38,558.40	\$39,329.56	\$40,116.16
Housekeeping Aide	1	\$32,456.40	\$33,105.53	\$33,767.64
	2	\$34,072.90	\$34,754.35	\$35,449.44
	3	\$35,769.36	\$36,484.75	\$37,214.44
	4	\$37,572.72	\$38,324.17	\$39,090.66

SCHEDULE A1

Annual Salary Scale – Contract Employees

	January 1, 2021	January 1, 2022	January 1, 2023
POSITION			
Home Child Care Coordinator	\$47,835.82	\$48,792.53	\$49,768.38
Child Care Services Coordinator			
Integration Services Coordinator			
Early Childhood Educator	\$43,768.24	\$44,643.61	\$45,536.48
Program Facilitator			
Family Support Worker			
Assistant Teacher	\$34,184.36	\$34,868.05	\$35,565.41
Cook	\$35,187.33	\$35,891.07	\$36,608.90
Housekeeping Aide	\$32,456.40	\$33,105.53	\$33,767.64

SCHEDULE A2

WAGE SCALE - CASUAL STAFF

	January 1, 2021	January 1, 2022	January 1, 2023
POSITION			
Early Childhood Educator	\$ 19.43	\$ 19.82	\$ 20.22
Assistant Teacher	\$ 15.61	\$ 15.92	\$ 16.24
Cook	\$ 15.61	\$ 15.92	\$ 16.24
Housekeeping Aide	\$ 15.61	\$ 15.92	\$ 16.24
Student	\$ 15.61	\$ 15.92	\$ 16.24

LETTER OF UNDERSTANDING #2

RETURN TO WORK ON MODIFIED DUTIES

During negotiations, the parties discussed how the Union could assist in return to work and ongoing arrangements when an employee returns to work from an illness or accident and requires modified duties. When an employee returns from illness or accident to modified duties, a Union representative will participate in the return to work discussions with the employee and the insurer and any follow-up discussions regarding workplace accommodation that involve the employee.

LETTER OF UNDERSTANDING #3

PAY EQUITY FUNDING

If the government provides pay equity funding in addition to existing funding levels during the term of this Agreement, the Agency shall distribute the additional funding to all employees and other staff equally unless the funding arrangements require otherwise.

LETTER OF UNDERSTANDING #4

IMPLEMENTATION OF 2021-2023 AGREEMENT

The parties agree that only wage increases shall be retroactive to January 1, 2021, and that all other provisions of the Agreement shall be effective on the date of ratification (or the date specified in the Article, if prospective).


DATED AT TORONTO, ONTARIO THIS 21 DAY OF JUNE, 2021

FOR THE UNION:



Jennifer Danks

Linda J. Borstow



Sue Greene

FOR THE EMPLOYER:



G. Leach

Myf Shufadeh



LETTER OF UNDERSTANDING #5

PROVIDING INFORMATION TO THE UNION

The Agency will take reasonable steps, at no additional cost, to ensure that the new payroll and human resources software, Dayforce, will be capable of generating a report(s) which can provide the Union with the information set out in Article 2.01.

LETTER OF UNDERSTANDING #6

RESPECTFUL WORKPLACE

The Agency and the Union are jointly committed to providing a diverse, healthy, positive, supportive, safe and respectful work environment in which individuals are free from workplace violence and harassment.

The Agency and the Union will not tolerate any form of workplace violence and harassment from any source and will take all reasonable steps to prevent and address workplace violence and harassment in accordance with the Agency's Workplace Violence and Harassment Policy.

Employees are expected to report any experienced or observed workplace violence or harassment in accordance with the Agency's Workplace Violence and Harassment Policy.

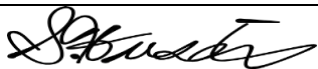
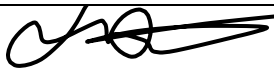
DATED AT TORONTO, ONTARIO THIS 21 DAY OF JUNE, 2021

FOR THE UNION:



Jennifer Daskas

Linda J. Borstow



Sue Greene

FOR THE EMPLOYER:



LETTER OF UNDERSTANDING #7

PANDEMIC RESPONSE

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

1. **One or more diseases has been designated by regulation to be a "designated infectious disease"** for the purposes of section 50.1 of the Ontario Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the Ontario Emergency Management and Civil Protection Act which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above;
 - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree that:

1. The Employer is committed to continuing to work cooperatively with the Union in a fair and timely manner.
2. The Employer shall ensure that the Joint Health and Safety Committee (JHSC) is informed and actively involved during this time without limiting the duties under the Ontario Occupational Health and Safety Act (OHSA).
3. The Employer agrees to explore relevant government subsidy programs available.
4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

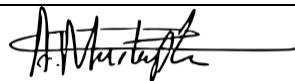
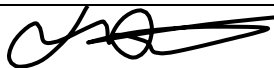
DATED AT TORONTO, ONTARIO THIS 21 DAY OF JUNE, 2021

FOR THE UNION:



Jennifer Dantas

Linda J. Borstow



FOR THE EMPLOYER:



G. Leach

Mary Shufadeh



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LETTER OF UNDERSTANDING #8

GROUP BENEFITS

The Agency is committed to consulting with the Union with respect to:

- (i) gathering data regarding employees' current group benefit usage and needs;
- (ii) sharing that data with the Union; and
- (iii) exploring the possibility of changes to the current group benefit plan and/or an alternative group benefit plan that would better meet the needs of the Agency and employees.


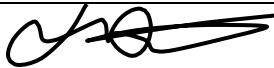
DATED AT TORONTO, ONTARIO THIS 21 DAY OF JUNE, 2021

FOR THE UNION:



Jennifer Dantas

Linda J. Borstow



Sue Greene

FOR THE EMPLOYER:



J. Leach

Mary Shumfack

