

# COLLECTIVE AGREEMENT

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between



**GLEDHILL AVENUE CHILDCARE CENTRE**

and



**CANADIAN UNION OF PUBLIC EMPLOYEES (L5213-04)**

**November 28, 2025 - November 30, 2026**

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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 day care workers, the employer and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care.
- 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 a major childcare centre using a volunteer parent board which changes from time to time.
- 8) To acknowledge that Gledhill Child Care Centre is a non-profit centre.
- 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 all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATION**

### **2.01 Bargaining Unit**

The employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed at Gledhill Child Care Centre save and except supervisors, and persons above the rank of supervisors.

2.02 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 for purposes of instruction, training, in cases of emergency, and in cases mutually agreed upon by the parties.

2.03 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services currently performed by the employees shall not be contracted out, save and except, for circumstances where there is no bargaining unit member, ready, willing or able to perform said work or services.

2.04 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.

2.05 Representatives of Canadian Union

Bargaining Unit employees shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or other CUPE advisors when dealing or negotiating with the Employer on matters relating to this Collective Agreement. An authorized Representative of the Union will be entitled to visit the workplace during working hours subject to the following:

The Union Representative speaks to or communicates in writing with the Supervisor, not less than forty-eight (48) hours prior to such visit and, receives permission to visit. The Employer agrees that such permission will not be unreasonably denied, even where forty-eight (48) hours prior notice could not be reasonably provided.

2.06 No Strikes and Lockouts

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

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 Management Rights

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

- a) Maintain order, discipline, and efficiency;

- b) Make, alter and enforce, from time to time, reasonable policies, practices, procedures, rules and regulations, to be observed by its Employees;
- c) Discharge, suspend or otherwise discipline non-probationary Employees for just cause and demote, discipline, suspend or discharge a probationary Employee for any non-discriminatory reason Select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- d) Select, hire, transfer, layoff, recall, promote, demote, classify, assign duties, schedule, and select employees for positions excluded from the bargaining unit;
- e) Determine the methods of operation and services, and the scheduling work assignments;
- f) Determine, in the interest of the efficient operation and highest standard of service, methods of doing the work; the location of work; procedures and equipment to be used; job content, the qualifications of an employee to perform any particular job; decide when overtime shall be worked and require employees to work overtime;
- g) Have the sole and exclusive jurisdictions over all operations, building and equipment.

#### **ARTICLE 4 - DEFINITION OF EMPLOYEE**

##### 4.01 Employees

This Collective Agreement is applicable to all full-time, part-time and supply employees unless indicated otherwise. Employment Categories and positions under this agreement shall be defined as follows:

##### 4.02

- (a) Permanent Full-Time employees shall be defined as those employees scheduled to work thirty-one (31) hours a week;
- (b) Permanent Part-time employees shall be defined as those employees scheduled to work fewer than thirty-one (31) hours a week;
- (c) Supply employees are employees hired to cover short time temporary vacancies or shortages such as those caused by absenteeism and vacation;
- (d) Contract Employees are employees hired to cover for a permanent staff for a specific duration or task(s) of not more than twelve (12) months. This

period may be renewed for up to a subsequent twelve (12) months in order to cover an extended parental leave or a Long-Term Disability vacancy.

Students shall be defined as those College or University students working in the workplace for the purposes of a placement through their academic program

4.03 Employee Positions:

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

4.04 Contract Employees

- a) 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, Paid Holidays, Vacation, Medical Leave, Leave of Absence, Benefit Plan, Pension and Retirement, for contract positions of six (6) months duration or less.
- b) Contract employees are entitled to receive pay for the holidays listed in Article 17 providing they are eligible or qualified for such pay as set out in the Employment Standards Act.
- c) Contract employees shall receive vacation pay in accordance with the Employment Standards Act.
- d) All contract employees are entitled to one-half (1/2 days of pro-rated sick leave for each month worked accumulated up to a maximum of six (6) days

annually. Should the employee continue in a contract capacity beyond one (1) year they would continue to accumulate one-half (½) days per month. Should a contract employee be rehired by the Society in a contract capacity within a one-month period their accumulated sick days shall be reinstated. No recognition will be given for any unused sick leave credits at the end of the contract service.

#### 4.05 Supply Employees

- a) Supply employees are entitled to receive pay for the statutory holidays listed in Article 17 providing they are eligible or qualified for such pay as set out in *the Employment Standards Act*.
- b) Supply employees shall receive vacation pay in accordance with the Employment Standards Act.

#### 4.06 Probationary Employees (Newly Hired Employees)

Newly hired employees shall be considered on a probationary basis for a period of four (4) calendar months or four hundred (400) paid hours. 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 and the Employer shall have the sole discretion to this determination. After completion of the probationary period, seniority shall be effective from the original date of employment.

## **ARTICLE 5 - NO HARRASSMENT OR DISCRIMINATION**

### 5.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, or any other protected ground under the Human Rights Code, as amended from time to time.

### 5.02 Respectful Workplace

The Employer and the Union jointly affirm that all parties – bargaining unit employees, management employees and members of the Board of Directors- shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination and harassment.

Workplace Harassment is unwelcome conduct or comments that are known or should be known to be offensive, and includes:

- Verbal abuse

- Actions such as touching or pushing
- Comments such as jokes and name calling
- Verbal threats, accusations, coercion; or
- Displays such as posters and cartoons that offend.

It may be a single incident or continue over time.

### 5.03 Workplace Sexual Harassment

#### 1. Definition:

Workplace Sexual Harassment shall be defined as:

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
  - b) Making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Sexual harassment shall include, but not be limited to:
    - i. Unnecessary touching or patting
    - ii. Suggestive remarks or other verbal abuse
    - iii. Leering at a person's body
    - iv. Compromising invitations
    - v. Demands for sexual favours
    - vi. Physical assault.
2. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

## **ARTICLE 6 - UNION SECURITY AND CHECK-OFF**

### 6.01 Union Security

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

- 6.02 Deductions 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 and phone

numbers of all employees from whose wage's deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Local Union.

6.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed thirty (30) minutes in duration.

6.04 T4 Slips

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

## **ARTICLE 7- CORRESPONDENCE**

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Supervisor or their designate and the Union designate, Secretary of the Union and the National Representative.

## **ARTICLE 8 - LABOUR-MANAGEMENT**

8.01 Representation

- a) 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 and committee members any time such officers/members are elected, appointed, or changed. 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 from time to time.
- b) 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 be at the sole discretion of the Supervisor. Such permission shall not be unreasonably withheld.-The Union officers

and committee shall at all times carry out their duties in a manner that allows the daycare to operate safely and within the legislated ratio requirements.

8.02 Bargaining Committee

A Committee shall consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. Each party will advise the other in writing of their respective nominees to the Committee.

8.03 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 improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

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

Improving and extending services to the public.

Promoting safety and sanitary practices.

Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

Correcting conditions causing grievances and misunderstandings.

The Committee shall not have jurisdiction over wages, or any matter of collective Bargaining, including the administration of the Collective Agreement. The Committee Shall not supersede the activities of any other committee of the Union or of 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.

Meetings of Committee

The Committee shall meet no more than four (4) times per year at a mutually agreeable time and place, including virtual meetings. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Committee member may only take time off in lieu for time spent on the committee after they have accrued such time. Requests to take time off in lieu are subject to the same rules around application and approval as vacation.

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 five (5) working days following the meeting.

8.04 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of up to half by employees. The committee shall normally meet once a quarter, or more often where necessary, but no more than once per month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Scheduled time spent in all such activities shall be considered as time worked.
- d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 Grievance

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

9.02 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.

9.03 Grievance Representation:

In a meeting with the Employer at any step during the Grievance Procedure, the Grievor shall have the right to be represented by a Union Representative, provided that a Union Representative be available without undue delay.

9.04 Settling of Grievance

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

Complaint Step:

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

Step 1

If the complaint is not settled within ten (10) working days of the discussion, the 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 Board of Directors (or their delegate) 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 Board of Directors (or their delegate) will call a meeting with the grievor and union representative within fifteen (15) working days. The Board of Directors (or their delegate) shall provide a written answer to the grievance to the Union within ten (10) working days of said meeting

Step 3

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

9.05 Mediation:

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

9.06 Policy Grievance

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

9.07 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.

9.08 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make best efforts to supply the necessary facilities for grievance meetings.

9.09 Referral to Arbitration

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.

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

9.10 Deviation from 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. Violation of this section shall result in the grievance being allowed.

9.11 Definition of Working Days

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

## **ARTICLE 10 - ARBITRATION**

10.01 Referral to Arbitration:

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within thirty (30) working days of the decision under Step 3 of the Grievance Procedure.

10.02 Time limits:

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

10.03 Single Arbitrator:

The Employer and the Union agree that a Sole Arbitrator will be used for Arbitration. The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof.

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 Discipline Procedure

The Employee shall be notified in writing of the action and/or penalty. In some cases, a single occurrence of misconduct may warrant termination of employment.

11.02 Right to Have Steward Present

No employee shall be advised of discipline without the presence of a Union Steward/Representative, unless the disciplined employee advises the Employer that they do not wish to have a Union Steward/Representative present. Any Union Steward or employee involved in a disciplinary meeting with the disciplined employee shall ensure that the matter remains confidential, with the exception of necessary disclosure to official Union representatives.

11.03 Employee Record

The record of an Employee shall not be used against them at any time after fifteen (15) months following a suspension or disciplinary action, including letters of warning or any adverse reports.

11.04 Personnel File

An Employee may, with three (3) working days' written notice to employer, request to review their personnel file. Such review must be made outside of the Employee's regular working hours, for which the employee will not be paid, in the presence of the Supervisor at a time that is mutually arranged between the Employer and the Employee and may only occur twice (2x) per year.

## **ARTICLE 12 - SENIORITY**

12.01 Seniority Defined

Is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, 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 up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 12.03 below.

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

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

12.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four(4) calendar months or four hundred (400) paid hours. 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, which shall be assessed solely by the Employer. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.04 Loss of Seniority

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

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated through the grievance and arbitration process.
- b) They resign from their position and does not rescind within twenty-four hours or by the start of their next scheduled shift, whichever is earlier.
- c) They are absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying the Employer and in any event, no more than eight (8) scheduled shifts.
- d) They fail to return to work within five (5) 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 their current address
- e) They are laid off in excess of twenty (20) months.

12.05 Transfers and Seniority Outside Bargaining Unit

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

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 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 their 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 notice provided to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply.

b) Temporary Vacancies

Temporary vacancies anticipated being less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

A vacancy, which occurs for more than six (6) weeks, will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. 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 during the limited full-time period.

d) Successful Applicant

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

13.02 Information in Postings

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

13.03 No Outside Advertising

No outside advertising for additional bargaining unit employees shall be made until present employees have had a full opportunity to apply as provided in Article 12.01.

13.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be determined where skills are relatively equal, seniority will be the determining factor. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13.05 Trial Period

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

13.06 Union Notification

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

13.07 Postings while on Vacation or Leave

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

13.08 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is

determined, and then within fourteen (14) days, the Employer shall advise the Union of the Rate.

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

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

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

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

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

## **ARTICLE 14 - LAY-OFFS AND RECALLS**

### 14.01 Definition of Lay-Off

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

### 14.02 Role of Seniority in Lay-Offs

Employees within the affected classification may volunteer for a layoff. In the event there are more volunteers than positions for layoffs, seniority shall be a governing factor. If there are insufficient volunteers, employees within the classification shall be laid off in the reverse order of their seniority within the classification, provided that the remaining jobs shall continue to be filled with qualified Employees.

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

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

14.03 Recall Procedure

Employees shall be recalled in the order of their seniority. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter 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 of receipt with their intention to accept or decline. Employees who choose not to fill vacancies shall remain on lay-off. Employees who have been laid off will be placed on a recall list for twenty (20) 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

In the event of a closure or emergency closure due to unforeseeable circumstances warranting such closure by public health legislation or other governing body regulating the centre 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 fourteen (14) working days prior to the effective day of layoff

14.06 Lay-Off and Recall for Probationary Employees

The language at 14.02 addresses this situation, providing:

In the event there are more volunteers than positions for layoffs, seniority shall be a governing factor provided that the remaining jobs shall continue to be filled with qualified Employees.

All probationary employees shall be laid off before permanent employees. Probationary employees shall be required to complete their probationary period following their recall.

14.07 Grievance on Lay-Offs and Recalls

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

## **ARTICLE 15 - HOURS OF WORK**

15.01 Normal Hours of Work

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

Breaks

Employees working an eight (8) hour shift will be entitled to a one (1) hour unpaid break. Employees working more than five (5) hours, but less than eight (8) hours will be entitled to a thirty (30) minutes unpaid break. Employees working less than five (5) hours will not be entitled to a break.

Priority must be given to maintaining ratios as required. Where ratios cannot be maintained at the necessary levels, an employee may be required to delay their break or to divide same, as required.

All breaks will be limited to thirty (30) minutes on days where employees are on a field trip. Should an employee be unable to take a break during the field trip (for reasons relating to ratios, supervision, safety, or otherwise) such employee shall be permitted to either take their break when they return to the Centre or leave early or take it as lieu time at a time mutually agreed upon, providing in all instances, the child/staff ratios are maintained. Break times may be scheduled at irregular times on field trip days.

#### 15.02 Program Time

- a) The Employer will make reasonable efforts to provide employees with resources in good working condition and the tools required to do the job properly.
- b) Each Registered Early Childhood Educator will be given two (2) hours per week to complete room program at a time designated by the Supervisor, except during the March School Break, the School winter Break, and the months of July and August when one (1) hour per week will be allowed.

#### 15.03 Working Schedule

Hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance and be made available electronically.

#### 15.04 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 to a maximum of one (1) day per inclement weather event.

#### 15.05 Protocol for filling shifts with -Part-time or Supply Staff

Priorities for assigning part-time or supply employees, recognizing that in all instances the employee must be able to work the entire shift being offered, is as follows:  
RECE; then ECA (or designation of such) Seniority

Procedure for obtaining coverage:

- i) In emergency situations: Phone call to employees in order, if no answer, call goes to the next person immediately.

- ii) In non-emergency situations: (Where the absence is to be more than forty-eight [48] hours away); phone call to employees in order, if no answer, employee has one (1) hour to respond before the next person is contacted.

15.06 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 Registered Early Childhood Educators may be appointed as a Designate In-Charge.

15.07 Mandatory Preparation Days

All employees will be expected to work the following days for the purposes of preparing their respective classrooms:

- The PA day in January that falls at the end of the winter/holiday break
- The last PA day of the school year (i.e.: June)
- The last two (2) working day of the summer program

15.08 Late Pickup

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.

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.

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.

## **ARTICLE 16 - OVERTIME**

16.01 Overtime Defined

Overtime shall be defined as all time worked outside of forty-four (44) hours in one week and shall be considered overtime.

16.02 Overtime Rates

Overtime work shall be paid at the rate of time and one half (1/2) for time worked over forty-four (44) hours in one week.

16.03 Time Off in Lieu of Overtime

Any hours worked above thirty-five (35) hours in one week, and below forty-four (44) hours in one week, will be compensated as time off in lieu of pay.

## ARTICLE 17 – HOLIDAYS

17.01 The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- December 25
- Boxing Day

National Day of Truth and Reconciliation will be recognized during the workday.

Employees whose religious observances are not accommodated in the statutory holidays list above may choose to take these days as vacation or leave without pay.

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, one (1) other day as decided upon by the Employer shall be deemed to be the Holiday for the purpose of this Agreement.

## ARTICLE 18 - VACATIONS

18.01 Vacation Time

Permanent Full time and Part Time employees shall receive the following vacation time prorated to their seniority

**Years 1-9** years of service in any calendar year, will accrue on a monthly basis, paid vacation at the rate of 6% of gross earnings

**Years 10-15** years of service in any calendar year, will accrue on a monthly basis, paid vacation at the rate of 8% of gross earnings

**Years 16 and over** years of service in any calendar year, will accrue on a monthly basis, paid vacation at the rate of 10% of gross earnings.

Contract and Supply employees in any calendar year will receive 4% vacation pay on all gross earnings, each pay period.

18.02 Vacation Year

The vacation year shall be the calendar year.

18.03 Vacation Schedules

Vacation time will not be granted during the first (1st) week of the new school year, the first (1st) week of summer programs, the last two (2) days of summer programs or the last Friday of the winter/holiday break; currently referred to on the TDSB calendar as the Winter break or any PA days unless the PA days are included within a requested/scheduled vacation of one week or more, or if the PA Day falls on a religious holiday.

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in July and August, vacations requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st. They will be granted in accordance with seniority.

For vacations falling during the Winter holidays, vacation requests must be made no later than October 1st. The vacation schedule for this period will be posted by November 15th. They will be granted in accordance with seniority.

For vacations falling between September and December and January to June will be approved on a first come basis and approved within ten (10) working days of receipt of request.

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

18.04 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.



It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

18.05 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.

18.06 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 vacation pay, if any, pursuant to the *Employment Standards Act 2000*, as amended from time to time.

## ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled

19.02 Amount of Sick Leave

Every employee will be entitled to seventeen (17) days of sick time per calendar year.

19.03 Notification to Employer

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

19.04 Proof of Illness

Upon four (4) consecutive days of illness, an employees my be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer, to a maximum of thirty dollars (\$30.00) per certificate/note.

19.05 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

19.06 Medical Care Leave

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

Permission will not be unreasonably withheld provided adequate notice is given in advance.

19.07 Return to Work/Modified Work

The Employer and the Union are jointly committed to reintegrating employees back into the workplace who who been absent from work due to injury or illness. The Employer and the Union will work together to identify work suitable for employees who are returning to work and make reasonable efforts to accommodate any medical restrictions. A joint and confidential meeting of Supervisor and Local 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**

### **20.01 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any non-probationary employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Approval is dependent on the individual case and the impact on the operations of the Employer. Such leave is not to be unreasonably denied.

### **20.02 Leave for Union Business**

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

### **20.03 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, provided that the Employer's operational requirements are satisfactory to the Employer. The Union shall reimburse the Employer for receipt of such pay. The Union will give not less than fifteen (15) working days' notice. No more than one (1) bargaining unit employee may be on approved leave under this sub article at any time.

### **20.04 Leave of Absence for Full-Time Union or Public Duties**

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority. The returns from this leave will be in writing and shall be no less than 30 days notice of such a leave or return from leave.

### **20.05 Pregnancy Leave**

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

- a) 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 and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.

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 their work.

Additional leave of absence may be taken under 20.06 (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 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 they intend to take parental leave.

#### 20.06 Parental Leave

- 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.
- b) A “parent” includes: a biological parent, a person whom a child is placed for adoption, a person who is in a relationship with a parent of the child and who intends to treat the child as their own, and any other adult caregiver with an ongoing relationship with the child or interest in their continued well-being.
- 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. 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 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.

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

In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the Employee will be entitled to leave of absence without loss of pay for five (5) days.

In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employee will be entitled to leave of absence without loss of pay for four (4) days.

Where the burial occurs at a locale in excess of 350 miles, such leave will include reasonable travelling time, the latter not to exceed two (2) days without pay. Additional days without pay may be granted. The Employee will be paid for scheduled hours

during the leave, which they otherwise would have worked. The Employee will be allowed to save one day to attend the memorial service.

20.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Payment by the employer under this clause shall be restricted to a maximum of five (5) working days.

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

## **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, Lower Rated Job

When an Employee is temporarily assigned to a bargaining unit position paying a lower rate, their rate 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 days 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 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 workshop 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) Permanent part-time employees are eligible for two-hundred (\$200) per calendar year for professional development expenses.

21.04 Mileage Allowance and Parking Allowance and Meal Allowance

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 fifty-five cents (\$0.55) per kilometer.

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.

Any required work-related parking will be reimbursed by the Employer upon submission of receipt.

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.

Whenever an employee is required to attend a mandatory meeting outside of the Normal Hours of the Centre operation, the Employer will provide a meal.

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

21.05 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer within three (3) working days of being notified

21.06 Shift Premium

In addition to an employee's hourly wage, the follow premiums apply to certain positions:

**Split Shift Premium:** Any employee whose regular schedule includes a split shift will receive an additional \$6.50 per day worked

**Supply Staff Premium:** Any employee who is hired on an on-call basis will receive an additional \$2.00 per hour worked.

21.07 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 for a period of time exceeding one and a half (1.5) hours or is absent from work. 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.

All eligible Registered Early Childhood Educators who have received Designate in Charge training will have the opportunity to participate in a Designate in Charge rotation. The duration of the rotation will be at the Supervisor or Program Manager's discretion, and the supervisor or program manager shall manage the rotation as equitably as possible, taking into consideration operational needs with a maximum length of time of one year. The Union and the Employer will discuss situations where this time frame may need to be extended. Those staff who assume the Designate in Charge role for the first time will receive a three (3) month orientation to the role.

21.08 Employee Childcare Discount

All employees who have their children enrolled in any of GACCC's childcare programs will receive a 20% reduction of their regular childcare fees. Employees with children enrolled at GACCC are required to adhere to all policies and guidelines outlined in the Family Handbook (i.e. deposits, outstanding fees, health requirements). Employees are not guaranteed a childcare space at the Centre and are subject to the Centre's Waiting List Policy and Procedures. Children of employees who are eligible for summer camp programs must be enrolled for a minimum of six weeks in the summer camp program to receive the childcare discounts for their summer camp fees.

## **ARTICLE 22 - EMPLOYEE BENEFITS**

22.01 Master Policy and Disclosure of Information

The Union shall be provided with a current copy of the Master policy of all insured benefits. The Employer shall provide information describing all benefit plans to all Employees.

22.02 Changes to Benefits

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

22.03 Responsibility

The Employer is responsible for the benefits administration. The employer will provide all necessary enrollment or application forms to the employee. It is the employee's responsibility to submit all required forms by the deadlines provided by the employer or benefits provider. The employer is responsible for completing any necessary forms or applications, if requested by the employee or benefits provider.

22.04 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. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

22.05 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

22.06 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

- While on paid leave of absence
- While on pregnancy and parental leave
- While absent due to illness
- While on recall

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of three (3), following the death of a full-time Employee, other than a retiree.

22.07 Improvements from Savings

The Employer shall give notice to the Union of any dividend, premium reduction, experience rebate or other savings from the benefit plans, including as a result of legislative action. The amount of the saving will be used to increase other benefits available to the Employees, as may be mutually agreed between the parties, or will be passed on to the Employees in the form of increased wage or salary rates.

## **ARTICLE 23 - PENSION PLAN**

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.<sup>1</sup>

2. Commencing on March 1, 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.
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<sup>1</sup> Not to exceed 500 hours.

## PARTICIPATION AGREEMENT

### The Agreement made this 28th day of November 2025

B E T W E E N:

Gledhill Child Care Centre

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(the “Employer”)

- and -

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES

(the “Trustees”)

In consideration of the Employer becoming a participating employer, commencing February 1, 2026, in the Multi-Sector Pension Plan (“MSPP” or the “Plan”), by making contributions to the Plan in accordance with the collective agreement (“Collective Agreement”) between the Employer and Local 5213-04 of the Canadian Union of Public Employees (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the

Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

- (a) 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 Employers' Fund entry date gender.
- (b) 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.
- (c) To be Provided Initially and as Status Changes
  - full address;
  - termination date where applicable (MM/DD/YY);
  - marital status;
  - date of death (if applicable)

(d) To be Provided Annually but no later than December 31

current complete address list for all Eligible Employees;  
period(s) of absence due to illness or disability, including WSIB;  
period(s) of layoff, 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.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing.

The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

## **ARTICLE 24 - HEALTH AND SAFETY**

### **24.01 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.

The parties understand that certain third parties to this collective agreement, namely the Toronto District School Board and the City of Toronto Public Health have rules and regulations regarding health and safety which are binding on the Employer. The Union and Employer agree to be bound by said rules and guidelines.

### **24.02 Right to Refuse and No Disciplinary Action**

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

### **24.03 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 25 - CHILD/STAFF**

### **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.

## **ARTICLE 26 - GENERAL CONDITIONS**

### 26.01 Bulletin Board

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Any material posted must be approved by the Supervisor. Such approval shall not be unreasonably withheld.

### 26.02 Proper accommodation

The Employer agrees to provide the employees a space for uninterrupted break area and a locked storage space for personal belongings.

### 26.03 Letter of Reference

On termination of employment for any reason, the Employer shall provide a letter of employment on request.

### 26.04 Retroactivity

Increases to the salary schedule shall be retroactive to November 28, 2025. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between November 28, 2025 and the expiry date of November 30, 2026, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity (and lump sum in lieu payments) within sixty (60) days of the written notice of ratification. If the retro is not paid within ninety (90) days, then thereafter interest will be paid. All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

## **ARTICLE 27 - DURATION**

### 27.01 Effective Date

The term of the Agreement shall be from November 28, 2025 to November 30, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice to bargain in writing within ninety (90) days of the expiry date of this agreement.

## 27.02 Changes in Agreement

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

Signed this 18<sup>th</sup> day of December, 2025.

### For the Union:

  
Heather Murray (2025-12-18 11:06:31 EST)

Heather Murray, CUPE National Rep

  
Tamika Ali (2025-12-18 18:51:07 EST)

Tamika Ali

  
Jess Murphy (2025-12-18 19:15:30 EST)

Jess Murphy

### For the Employer:

  
Kelly McHale (2025-12-18 11:19:45 EST)

Kelly McHale, Board Member

  
Felicia Nasser (2025-12-30 11:12:52 EST)

Felicia Nasser, Acting Executive Director

## SCHEDULE A

### WAGE SCALE for 2025-2026

Position	Start Rate	Job Rate	YRS 1-2	YRS 3-5	YRS 6-8	YRS 9-10	YRS 10+
		3%	3%	3.5%	3.5%	4%	4.5%
RECE	\$29.50	\$30.39	\$31.30	\$32.40	\$33.53	\$34.87	\$36.44
ECA	\$24.75	\$25.49	\$26.25	\$27.17	\$28.12	\$29.24	\$30.55
Kitchen	\$23.00	\$23.69	\$24.40	\$25.25	\$26.13	\$27.18	\$28.40

Any staff member who is making more than the wage grid above will retain their current rate of pay and will receive the equivalent of the percentage increase for their band of seniority upon ratification (hours per week on average for part time and supply and full time 35 hours x weeks in the year)