

COLLECTIVE AGREEMENT

BETWEEN

**ALTERNATE PRIMARY SCHOOL CHILD CARE CENTRE
("Daycare" or "Employer")**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and
ITS**

LOCAL 2484-23 ("Union")

January 1st, 2012 to December 31st, 2013

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ARTICLE 1 - PREAMBLE

1.1 **Purpose**

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.

1.2 It is now desirable that matters pertaining to the working conditions of the employees in the bargaining unit be drawn up in a collective agreement.

1.3 Except as abridged by provisions of this Agreement, the management of APS Parents Group Inc., the direction of the workforce, the right to determine the means, methods, processes, materials and schedules of operations, shall be the right, solely and exclusively, of the Board of Directors of APS Parent Group Inc.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.1 **Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of APS Child Care Centre in Metropolitan Toronto, save and except supervisors and persons above the rank of supervisor.

2.2 **Work of the Bargaining Unit**

Employees of the day care whose jobs 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 and in cases of emergency and in cases mutually agreed upon by the parties.

2.3

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

2.4 Temporary and Casual Employees

Temporary employees are employees hired for a fixed period of time of not more than twelve (12) months, unless mutually agreed upon by the Employer and the Union. In order to qualify as a temporary employee an individual must be hired to replace a member of the bargaining unit who is ill, on a leave of absence, or on maternity or adoption leave. Temporary employees shall not be considered seniority employees nor shall they be eligible for benefit coverage as set out in Article 23.

Temporary employees who become permanent employees shall be placed on the seniority list and their seniority shall date back to the last date of continuous hiring.

Casual employees are employees hired to replace permanent staff by reason of vacation, sickness or unfixed short term leaves and are not members of the bargaining unit.

2.5 Full and Part-time Employees

(a) Full time employees are employees who are regularly employed for thirty (30) hours per week or more.

(b) Part-time employees are employees who are regularly employed for less than twenty-nine (29) hours per week.

ARTICLE 3 - NO DISCRIMINATION

3.1 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses, marital status, family status or handicap. Record of offenses which include crimes against children will be subject to the employer's discretion.

3.2 Relationship

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction, or coercion exercised or practiced by either of them or their representatives or members because of any employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.1 *Employees to be Members*

As a condition of employment, all employees of the Employer who are members of the Union at the time of certification shall 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 who are members of the bargaining unit shall become and remain members in good standing of the Union within ninety (90) days of employment or at the end of their probationary period whichever is greater.

4.2 *No Other Agreements*

No employee shall be required or permitted to make a written or verbal agreement with the Employer or her/his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.1 *Check-Off Payments*

The Employer shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked-off as defined above.

5.2 *Deductions*

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth day following the end of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

5.3 *Dues Receipts*

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid for each Union member in the previous year.

5.4 *Indemnification Clause*

The Union agrees to indemnify and save the Employer harmless from all suits, actions, claims and demands or any kind or nature whatsoever which may at any time be brought against it by reason of the deduction of dues as aforesaid.

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.1 *Potential Employees*

The Employer agrees to advise potential employees of the fact that a union agreement is in effect, and with the conditions of employment set out in the article dealing with union security and dues check off.

6.2 *Interviewing Opportunity*

Every new employee shall be given an opportunity to be interviewed by a representative of the Union within regular working hours, without loss of pay for either, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her/his responsibilities and obligations to the Employer and the Union.

6.3 Union representatives shall be entitled to distribute union literature, and, only with previous written agreement from the employer, to convene union meetings on the Employer's premises during hours only with previous written agreement.

ARTICLE 7 - CORRESPONDENCE

7.1 *Correspondence*

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Employer and the Steward of the day care. A copy of any correspondence between the Employer, and her designate, and any employee in the bargaining unit pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Steward or her designate.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

8.1 *Union Bargaining Committee*

The Employer shall recognize a bargaining committee of up to two (2) employees. The Union will advise the Employer in writing of the Union members of the Bargaining Team.

8.2 *Representative of Canadian Union of Public Employees*

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

8.3 *Time Off For Meetings*

While meetings will normally be held outside of working hours any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration. It is understood that the employee(s) must notify the Director or her designate prior to the meeting date so that she may arrange supply staff to ensure staff/child ratios.

8.4 *Meeting of Team*

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty-five (35) calendar days after the request has been given.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE EMPLOYER AND UNION

9.1 The Employer and the Union agree to maintain an open file available to both parties in which both parties shall maintain any government proposed legislation or other rules, regulations which come to the attention of either party.

9.2 Within ten (10) days of a request by the Union, the Employer shall make available to the Union information such as the most recent audited financial statements, job descriptions, postings in the bargaining unit, job classifications and wage rates.

9.3 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of employees during the terms of this agreement, and the Union agrees that there will be no strike, slowdown, sit down, nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct employees to carry out the provisions of this agreement and return to work and perform their regular duties.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 ***Recognition of Union Stewards and Grievance Committee***

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

10.2 ***Union Stewards***

There shall be one Steward and one alternate Steward. The Union shall notify the Employer in writing of the names of such persons and of any changes to this list.

10.3 ***Permission to Leave Work***

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating and presenting grievances as provided in this Article. The Union recognizes that each Steward is employed full-time by the Employer and that such duties shall have priority over union matters and that she/he will not leave her/his work area during working hours except as may become necessary to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work area without previously notifying her/his Director or her designate. Time for steward duties shall not be unreasonably denied.

10.4 ***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.

10.5 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and in the order as set out below.

Step 1

It is understood that an employee has no grievance until she has given her Director or her designate the opportunity of adjusting her complaint. Such grievance must be made within ten (10) working days from the time it came or ought to have come to the attention of the employee, failing which it shall be barred from the grievance procedure. If such grievance is not settled to the satisfaction of the employee concerned within five (5) working days, then the following steps may be invoked in order.

Step 2

The complaint will be prepared as a written grievance within ten (10) working days following the expiration of the time to resolve the complaint in Step 1. Such grievance will state the clause or clauses in the Agreement alleged to have been violated and will be dated and signed by the grievor and will be presented to the Director or her designate. After any necessary discussion, but within five (5) full working days, unless a longer period be agreed upon by the parties, the Director or her designate will give her answer in writing.

Step 3

If the grievance is still not settled, the Union will present the written grievance to a member of the Daycare Board of Directors within ten (10) working days after receiving the answer in Step 2. The Daycare Board of Directors shall consider the grievance at its next monthly meeting and shall render its decision within five (5) working days after the meeting, unless otherwise agreed to by both parties. (Union and the Employer)

Both parties agree that they will attempt to use the Ministry of Labour Grievance Mediation, when it is available, to settle grievance disputes. Failing settlement at Step 3, either party may refer the grievance to a Sole Arbitrator or Board of Arbitration in accordance with Article 11. If arbitration is to be invoked, the request for Arbitration must be made within ten (10) working days after an answer has been given to the grievance in Step 3 above.

10.6 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, Step 2 of this Article may be by-passed. Where the Employer has a grievance, it shall present it in writing to the National Representative of the Union and such shall constitute Step 3 for that purpose.

10.7 Grievance on Health and Safety

An employee or a group of employees who is requested to work under alleged unsafe or unhealthy conditions shall have the right to refuse as prescribed in the Occupational Health and Safety Act (OHSA) and file a grievance in the third step of the grievance in accordance with this agreement. The Employer shall comply with the OHSA and its Regulations.

10.8 Replies in Writing

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

10.9 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

10.10 Union May Institute Grievances

The Union shall have the right to initiate the grievance procedure on behalf of any union member or group of union members and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

ARTICLE 11- ARBITRATION

11.1 Notwithstanding the provisions of Article 11.2, the parties hereto may select one (1) person as an arbitrator to whom any such grievance may be submitted for arbitration and such person shall have the same powers and be subject to the same restrictions as a Board of Arbitration appointed under this Agreement.

11.2 Within ten (10) working days the Employer shall select one person, the Union one person. The two thus chosen shall select a third party who will act as Chairman and the Board thus constituted will hear the parties, confer and render a decision, said decision to be final and binding upon both parties to the Agreement. Upon failure to agree on the selection of the third, the matter shall be referred to the Minister of Labour for the Province of Ontario, with the request that he appoint a Chairman. The expense of such a third party will be borne equally by both the Employer and the Union.

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

11.4 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

11.5 No person may be appointed as a nominee who has been involved in any attempt to negotiate or settle the grievance.

11.6 A claim by an employee that he has been unjustly discharged shall be treated as a special grievance. The employee shall have the right to file a grievance in the second step of the grievance procedure for preferred handling.

ARTICLE 12 - DISCIPLINE

12.1 Performance Management

Whenever the Employer deems it necessary to warn an employee that dismissal may follow if an employee does not bring her work performance up to the required standard by a given date, the Employer shall first advise the employee that they have a right to have Union Representation present at the meeting. Within ten (10) days thereafter, give written particulars of the performance warning

to the employee and the Union. If the employee provides a written statement to the Director, her response shall be placed on her file to show that it has been received by the daycare.

Employees may receive a maximum of two performance warnings. In the case of continued inadequate performance, the Employer may, with just cause, impose a paid or unpaid suspension or terminate the employee.

12.2 Other Discipline

If the Employer contemplates taking disciplinary action against an employee which may result in the suspension or discharge of the employee, the Employer shall first advise the employee that they have a right to have Union Representation present at the meeting where they shall inform the employee of the reasons it is considering disciplinary, suspension or discharge.

The Employer shall notify the Union and the employee in writing of the grounds for discipline and the disciplinary action to be imposed. If the employee provides a written statement to the Director, her response shall be placed on her file to show that it has been received by the daycare.

Where an employee has received prior written warnings indicating a repeat occurrence may result in discharge, the employee may be discharged with just cause.

The employee, in accordance with the provisions of this Collective Agreement, may grieve disciplinary action imposed by the Employer.

12.3 The record of an employee shall not be used against her/him at any time after twelve (12) consecutive clear months following a suspension or disciplinary action, including letters of reprimand.

12.4 Right to Have Steward Present

An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

The employer shall advise the employee that they have the right to have Union Representation at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

Where Director or other Employer's representative intends to interview an employee for disciplinary purposes, the Director or representative shall notify the employee of that fact sufficiently in advance of the interview in order that the employee may arrange for her/his Steward to attend the interview.

12.5 Access to Personnel File

An employee shall have the right at any time to have access to and review her/his personnel file in the presence of the Director. The file cannot be removed from the office, except for the purpose of photocopying by the Director. Said photocopying shall be performed by a member of Management. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance procedure and the eventual resolution thereof shall become part of the employees record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. To confirm that employees were aware of evidence, the employee and steward must sign each piece of evidence.

An employee shall have right to make copies of any material contained in his/her personnel record.

12.6 *Use of Demotion as Discipline*

Demotion shall not be used as a disciplinary measure.

ARTICLE 13 - SENIORITY

13.1 *Seniority Defined (Type of Seniority Unit)*

Seniority is defined as the length of continuous service in the employ of the Employer for full-time employees and shall be pro-rated for all part-time employees.

13.2 *Seniority List*

The Employer shall maintain a seniority list showing the date upon which each employee commenced and pro-rated service if applicable. An up-to-date seniority list shall be sent to the Union and posted within the day care center in September and March of each year.

13.3 *Probation for Newly Hired Employees*

A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. After successful completion of the probationary period, seniority shall be effective from the original date of employment. Probationary employees shall not have the right to grieve discharge. The probationary period may be extended by an additional three (3) month period upon written notice to the Union.

13.4 *Loss of Seniority*

Seniority shall be considered terminated and an employee shall be deemed to have quit her employment if she:

- (a) Voluntarily leaves the employment of the Employer;
- (b) Is discharged for just cause;
- (c) Is absent from work for more than three (3) working days without prior notification to the Employer;
- (d) Fails to return to work after a recall from layoff within seven (7) days after the posting of a registered letter to her last listed address with the Employer, unless agreed to otherwise by both parties;

(e) Fails to return to work upon conclusion of a leave of absence unless her failure to return is for reasonable cause;

(f) Fails to take a medical examination as required by the Day Nurseries Act by a qualified medical practitioner within thirty days (30) of the request; or

(g) Is not recalled to work within an eighteen (18) month period after her layoff.

13.5 It shall be the responsibility of the employee to keep the Employer informed of his current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.1 Posting Period

When a job vacancy or a temporary vacancy anticipated to be 3 months or longer occurs or a new position is created within the bargaining unit the Employer will post a notice with respects to such job on the bulletin board for four (4) working days so that all members will know about the vacancy or new position. Positions shall be posted within one (1) week of a vacancy. In the event that the vacancy is posted during the period when the center is closed, all employees will be notified of the posting in writing by mail. An additional three (3) days will be added to the internal posting period. It is understood that the Employer may fill the job on a temporary basis. Notwithstanding the above, all vacancies shall be filled within ten (10) weeks of the original posting. In the event that the vacancy occurs during the period when the center is closed, all employees will be notified of the vacancy in writing by mail. An additional three (3) days will be added to the internal posting period to accommodate for the length of mail delivery.

14.2 Information in Postings

Such notice shall contain the following information:

Nature of position including shift and age group, qualifications, experience, required knowledge and education, skills, and salary rate or range.

14.3 Union Preference

Outside applications for any advertised vacancy shall not be considered until such time as applications of present union members at the Day Care Centre have been fully processed in accordance with this Article.

14.4 Seniority in Postings

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

14.5 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. She/he shall be placed on trial for a period of up to three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification she/he shall be returned to her/his former position, wage, salary rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the re-arrangement of positions shall also be returned to her/his former position, wage or salary rate, without loss of seniority.

14.6 Notification to Employee and Union

Within fourteen (14) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board.

14.7 Room Assignments

The Daycare will seek input from staff affected prior to making an indefinite room assignment. Staff may inform the daycare Director of her preferences in regard to a contemplated indefinite room assignment. Where possible the daycare will consider the employee's stated preferences, prior to making the indefinite assignment or future indefinite assignments.

The Employer will not make room assignments in an arbitrary or discriminatory manner.

ARTICLE 15 - LAYOFFS AND RECALLS

15.1 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or regular hours of work.

15.2 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to seniority. Employees shall be laid off in the reverse order of their seniority always provided that the remaining jobs shall continue to be filled with qualified and experienced employees in accordance with the Day Nurseries Act.

15.3 Recall Procedures

Employees shall be recalled in order of their seniority provided employees are qualified in accordance with the Day Nurseries Act.

15.4 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall subject to employees being qualified under the Day Nurseries Act.

15.5 Advance Notice of Layoff

The Employer shall provide one (1) month notice of layoff to the employee and the Union. If the employee has not had the opportunity to work the days provided in this article, he shall be paid for the days for which work was not made available.

In the event of an unforeseen emergency, where it is jointly agreed between the Employer and the Union that advance notice of layoff is impossible, the Employer may provide less than 1 months notice.

ARTICLE 16 - HOURS OF WORK

16.1 Regular Daily and Weekly Hours

Daily hours of work shall be eight (8) hours per day. The regular weekly hours shall be forty (40) hours per week, Monday to Friday.

The regularly assigned hours for part-time employees shall be as determined by the employer in accordance with the requirements of the Daycare, but shall be provided to each employee no later than two weeks prior to their shift. It is understood that this will not constitute a minimum or maximum number of hours in any given week.

16.2 Lunch Break

Full time employees shall be entitled to the following paid breaks every working day, even if the hours are not consecutive:

Eight (8) hours per day	–	one (1) hour
Seven (7) hours per day	–	forty-five (45) minutes
Six (6) hours per day	–	thirty (30) minutes

Less than six hours per day – as required by the Employment Standards Act, 2000

16.3 Working Schedule

The regular hours and days of work of each employee shall be posted in an appropriate place no later than June 15th of each year. This will be followed up with a confirmation letter. Should a change to this regular schedule be required notice shall be provided no later than the last week of August. Any permanent changes thereafter will be posted in an appropriate place at least two (2) weeks in advance unless agreed upon by the employee.

16.4 ***Paid Rest Periods***

All part-time employees shall be given one (1) paid rest period of fifteen (15) minutes in their daily shift in an area made available by the Employer for every four (4) hours worked.

16.5 ***Programming Time***

Full-time and Part-time employees shall be provided with one (1) hour of paid program time away from their regular duties, but onsite each week for the purpose of preparing program plans. A schedule to accommodate this will be established in consultation between the supervisor and the employees.

ARTICLE 17 - OVERTIME

17.1 ***Overtime Defined***

All time worked before or after the regular work day shall be considered overtime with the exception of the Fall and Spring General Meetings and the monthly parent/staff meeting.

Overtime work must be approved by Management, unless such work was a result of Day Nurseries Act requirements. If there is an open house and a parent meeting in the same month, the Director shall designate whether the staff shall attend the open house or the parent meeting. Where practical, the Daycare will schedule staff meetings on the same night as an open house. It is understood by the parties that no staff will be expected to attend any staff meeting without receiving payment for the time spent at their regular rate of pay.

17.2 ***Overtime Rate***

Overtime work shall be given in lieu time or paid for at the rate of time and one-half, after forty-four (44) hours per week.

17.3 ***Waiting Time***

It is understood and agreed that the time an employee is required to spend waiting at the Daycare after the Daycare's normal closing time for a parent/guardian who is late picking up his/her child/children ("waiting time") shall not be considered overtime worked for the purposes of this article and the employee shall not receive any wages for waiting time. Instead the employee shall receive compensation for waiting time in accordance with established practice.

ARTICLE 18 – HOLIDAYS

18.1 ***Paid Holidays***

The Employer recognizes the following as paid holidays for all employees:

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

18.2 ***Compensation for Holidays on Saturday or Sunday***

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day the Employer shall declare another day to be the holiday for the purpose of this Agreement, or an extra floating holiday will be allotted for the employees future use.

18.03 The Daycare centre shall be closed at 1pm on Christmas and New Years Eve. Staff shall be compensated for their regular weekly hours of work despite the early closure. The Employer will provide the schedule of work for those dates at least 2 weeks in advance. The employer may offer overtime to employees should the parents' request a later closing time, but no employee will be required to work past 1pm.

ARTICLE 19 - VACATIONS

19.1 Length of Vacation

Up to August 31, 2005, an employee shall be entitled to accrue vacation with pay in accordance with the following table:

<u><i>Years of Service</i></u>	<u><i>Vacation Pay Accrual</i></u>
Up to ten (10) years	10 days per year (4%)
Ten years or more	12 days per year (4.4%)

After January 1, 2010, an employee shall be entitled to accrue vacation with pay in accordance with the following table:

<u><i>Years of Service</i></u>	<u><i>Vacation Pay Accrual</i></u>
Years 1 to 2	10 days per year (4% of base rate)
Years 3 to 6	15 days per year (6% of base rate)
Years 7 to 8	20 days per year (8% of base rate)

19.2 ***Compensation for Holidays Falling Within Vacation Schedule***

a) Sick leave may be substituted for vacation where an employee can substantiate by means of a medical certificate that he or she was incapacitated in excess of five (5) working days, during his or her vacation period. Under these circumstances, the time for future vacation, which is given to the employee, shall be deducted from the employee's sick pay bank.

Note for Clarity:

The time will be immediately deducted from the employees sick bank and the vacation days will be credited back to the employee to be used at a later date mutually agreed to by the Employer and the Employee.

b) If a paid holiday falls on or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon by the Employer and employee.

19.3 The Employer shall post a vacation schedule of weeks available for vacation by October 1, unless exceptional circumstances prevail, for employees to indicate their vacation preference on. Employees shall indicate their vacation preference by October 15th. The Employer shall post a finalized vacation schedule by November 1st. Where there is a conflict over a vacation request, by staff in the same room, seniority shall govern. After November 1st, employee's vacation requests shall be considered on a first come basis.

19.4 ***Vacation Pay***

An employee may, upon giving at least ten (10) working days notice, receive on the last office day preceding commencement of her/his annual vacation pay any pay cheques which may fall due during the period of vacation to a maximum of four (4) weeks salary.

ARTICLE 20 - SICK LEAVE

20.1 ***Sick Leave Defined***

Sick leave means the period of time an employee is unable to attend work due to an illness or an accident. Upon notifying the Director or her Supervisor each employee may use a maximum of four (4) days or thirty two (32) hours, from their sick bank while under the care/examination of a doctor, dentist, or specialist where they cannot be scheduled outside of work hours.

20.2 ***Amount of Paid Sick Leave***

Subject to Article 20.3, sick leave shall be earned at the rate of one and one half (1 ½) days for every month of full time active continuous service for all full-time employees to a maximum of eighteen 18 days per year.

20.3 *Accumulation of Sick Leave*

All unused sick leave may be accumulated to the credit of such full time employee to a maximum of twenty (20) days in total at any one time, and such accrual shall carry from year to year.

Employees may opt for a pay-out of unused sick days at a rate of thirty-three percent (33%) of actual value or carryover a maximum of five days for future use.

20.4 An employee may use unused portions of their sick leave when member of her/his immediate family (child, spouse or common-law spouse) are sick. The Employer may require proof of such illness.

20.5 *Deductions from Sick Leave*

A deduction shall be made from the unused portion of an employee's sick leave of all normal working days (exclusive of holidays) absent for sick leave.

20.6 *Proof of Illness*

An employee may be required to produce an acceptable certificate from a medical practitioner certifying that she/he was unable to carry out her/his duties due to illness for an absence of three (3) or more consecutive working days. The Employer shall reimburse the cost to the employee upon receiving the medical certificate receipt.

20.7 *Sick Leave During Layoff*

When an employee is laid off on account of lack of work, she/e shall not receive sick leave credits for the period of such absence.

20.8 *Sick Leave Records*

In January and September of each year the Employer will advise each employee in writing of the amount of unused sick leave credited to the employee.

20.9 *Mental Health Days*

Full time employees will be entitled to four (4) personal Leave days, per annum which will be deducted from the employee's sick bank and must be prearranged with the Director or her designate.

20.10 *Replacement Staff*

The Employer will provide the staff with an up-to-date supply list. The employee will call at least three people from the supply list if a replacement is needed. If a replacement is not found after calling 3 people from the supply list, the employee will call the Director or her designate and it shall be the Director's responsibility to find a staff replacement.

ARTICLE 21- LEAVE OF ABSENCE

21.1 *Grievance and Arbitration Pay Provisions*

The aggrieved employee and the Shop Steward of the Union shall not suffer any loss of pay or benefits for the total time reasonably involved in the processing of a grievance.

21.2 *Leave without Pay - Union Business*

Upon written request to the Employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay but with benefits. Each absence shall not exceed two (2) weeks.

21.3 *Paid Bereavement Leave*

An employee shall be granted a leave of absence without loss of pay for the five (5) consecutive working days immediately following the death of a parent, wife, husband, brother, sister, child, grandchild or common-law-spouse; three (3) consecutive working days immediately following the death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparent provided that such days were scheduled working days for the employee. Employees will be granted two (2) additional days of leave in the employee attends the burial which takes place outside of the province.

21.4 *Pregnancy and Parental Leave*

Pregnancy/Parental Leave as a Right
Pregnancy/parental and adoption leave shall be granted as a right.

The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy providing they are fit to work.

21.5 Length of pregnancy/parental leave shall be as set out in the Employment Standards Act, 2000. Benefits for employees on pregnancy or parental leave will be continued in accordance with, and if required by, by the Employment Standards Act, 2000 or successor legislation.

21.6 When an employee decides to return to work, after pregnancy/parental leave, she shall provide the Employer with at least one (1) month's notice. On return from pregnancy/parental leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in a position of equal rank and value at the same rate of pay.

21.7 *Special Leave*

Employees shall be entitled to one (1) day off without loss of pay, seniority or benefits for the purpose of attending a formal hearing to become a Canadian citizen.

21.8 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority but with no salary or benefits, so that the employee may

- a) Be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.
- c) An employee who is elected or selected for a position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year.

21.9 **General Leave**

An employee may request an extended leave of absence if she so desires. The request shall be in writing and communicated to Director at least one (1) month prior to the commencement of such leave of absence unless mutually agreed to otherwise. Leave of absence under this provision shall be at the discretion of the Board. Such Leaves of absence will proceed without pay, benefits or accumulated seniority.

21.10 **Leave of Diseases and Conditions Harmful to Pregnancy**

A pregnant employee shall after notifying the Director or her designate receive an immediate leave of absence in the event that a known or suspected case of German measles occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist. The Employer shall continue to pay the employee's wages and benefits for a maximum period of two (2) weeks, unless other arrangements can be made. An employee shall only be entitled to one (1) such leave per pregnancy.

21.11 It is understood that an employee who has been on any Leave of absence, provided within this Article, shall notify Management at least three (3) month prior to the end of the leave of their intention to return to work.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.1 **Pay Days**

The Employer shall pay salaries every second Thursday 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 her salary, overtime and other supplementary pay and deductions.

The statement shall include an hourly and weekly break down of Direct Operating Grant, Wage Enhancement, and Pay Equity should Management choose to include these grants in each employees normal pay period.

22.2 *Rate of Pay on Promotion or Reclassification*

When an employee temporarily relieves in or performs the principle duties of a higher paying position, he shall receive the minimum rate for the position. This clause will only be applied where the length of temporary transfer is more than five (5) consecutive working days. It is understood that non-qualified employees cannot replace qualified employees.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

22.3 *Professional Development and Placement*

Professional Development

Employees, who have completed one (1) year continuous employment with the employer, shall receive up to one (1) day per year for the purpose of professional development. Requests outlining the Employees plans shall be presented to the Director, for approval, at least two weeks in advance.

Placement

Employees enrolled in the Early Childhood Education program who are required to complete a placement, shall be granted a leave of absence without pay at a mutually agreeable time for such leave. While on such leave, seniority and benefits shall continue to accumulate.

ARTICLE 23 – EMPLOYEE BENEFIT PLANS

23.1 *Benefits*

Subject to the terms of this agreement, the Daycare agrees to pay one hundred percent (100%) of the billed premium for each full time employee in active continuous service and who has completed his probationary period of the benefits plans in place as of the date of this Collective Agreement or a substantially similar plan. The Daycare agrees to provide the Union with a copy of the benefits plan summary booklet that shows the applicable deductibles to be paid by the employees covered by the plan. For greater certainty, it is understood that the Daycare is not responsible for any changes unilaterally imposed by the insurance carriers to the current benefits plan.

Employees covered by the benefits plan shall pay 50% of the billed premiums for their benefits plan coverage over the summer break commencing the summer of 2002. The daycare shall deduct the anticipated billed premiums from each employees pay no later than the first pay in June, unless she notifies the Daycare in writing that she is resigning her employment effective on or before the last working day immediately before the summer break.

If premiums for any component of the current benefits plan are anticipated to increase by more than 2% per year, the Daycare will inform the union regarding the available alternative benefits package the Daycare would select.

The Staff shall have the option of a) paying the additional premiums for the current benefits plan or an alternative plan available and acceptable to the Daycare, or b) accepting another insured benefits package available and acceptable to the Daycare without a material increase in premiums.

The Union shall advise the Employer in writing regarding which option the staff have selected in time for the Employer to make necessary arrangements before expiry of the benefits plan. If the union fails to do so, the Daycare shall decide which of the available options it will implement.

23.2 It is understood that when more than one benefit contained herein applies to a given situation, an employee may only receive compensation from one source at any one time.

23.3 *Subsidy for Employees' Children*

The Employer will provide, for those employees who wish to enroll their children in the Centre a fifteen (15%) percent fee reduction and the first available space in the appropriate age group.

Enrolment is conditional on the TDSB Continuity of Care Policy.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.1 ***Job Descriptions and Performance Evaluation Plans***

The Employer agrees to draw up job descriptions and Performance Evaluation Plans for all positions for which the Union is the bargaining agent. These shall be presented and discussed with the Union and shall become the recognized job descriptions and Performance Evaluation Plan unless the Union presents written objections within thirty (30) days.

24.2 ***No Elimination of Present Classifications***

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

24.3 ***Changes in Classification***

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

24.4 *Rate of Pay on Promotion or Reclassification*

An employee assigned, promoted, or reclassified to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time she/her performs that job.

ARTICLE 25 - HEALTH AND SAFETY

25.1 The Union and the Employer shall cooperate in establishing rules and practices which will provide protection from factors adverse to employee health and safety the rules and regulations are subject to review by the Joint Health and Safety Committee or a designated Union Representative and Employer Representative on an annual basis. The Employer and the Union shall abide by the Occupational Health and Safety Act and its Regulations as amended from time to time.

25.2 Upon presentation of receipts, the Employer shall reimburse an Employee for the cost of head lice shampoo when Employees are required to use it due to a problem at the day care. The employee shall advise the Director or her designate in advance.

25.3 An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her/his regular rate of pay, without reduction from sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

25.4 *Transportation of Accident Victims*

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

25.5 *Workers Compensation*

The Employer agrees to register and pay one-hundred percent (100%) premiums of Workers Compensation Plan to cover all its employees.

25.6 *Hepatitis B Shots*

The staff will have their first two dosages of hepatitis B before December, the third dosage will be taken by the employee according to his/her physician's instructions.

ARTICLE 26 – JOB SECURITY

26.1 The Employer agrees that it will not contract out work, in whole or in part, if the result of such contracting out leads to the permanent loss of a job or reduction of hours of an employee who is in the bargaining unit.

ARTICLE 27 - CHILD-ADULT RATIO

27.1 The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre 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 Day Nurseries Act as a minimum standard.

ARTICLE 28 - GENERAL CONDITIONS

28.1 *Bulletin Boards*

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

28.2 *Letter of Reference*

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

ARTICLE 29 - GENERAL

29.1 *Plural or Feminine Terms May Apply*

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 30 - College of ECE - Standing with College of Early Childhood Educators

30.1 Each RECE is responsible for their standing with the College of Early Childhood Educators and will be suspended without pay for up to three months if there is an issue or complaint made against them. Once the College has fully reinstated their license to practice, they will be able to return to their normal position.

Should an employee be denied a license or be suspended by the College of ECE, the employee may, subject to review and investigation by the employers Board of Directors, continue to work at the centre at their pay rate for five days and then be paid at the regular rate of the position held.

Where employees lose their license for more than three months, they shall be placed on an unpaid leave of absence for up to an additional nine (9) months. Their position will be posted and filled as a temporary contract. Once the College has fully reinstated their license to practice, they will be able to return to their normal position.

In the case where an Employee permanently loses their license, the Daycare will end its employer relationship with the employee.

All RECE are responsible for their own legal costs with regard to complaints or issues related to their standing with the College of Early Childhood Educators.

RECEs have the right to refuse any directive which they believe violates the College of ECE code of Ethics or Standards of Practice. The Employer will contact the College or Ministry of Children and Youth to determine whether the directive is acceptable, and shall provide the employee with a written copy of the response.

30.2 *Term of Agreement Duration*

This Agreement shall be binding and remain in effect from **January 1, 2012 to December 31, 2013** and shall continue from year to year thereafter unless either party gives to the other party notice in writing by December 31, in any year that it desires its termination or amendment.

30.3 ***Changes in Agreement***

Any alleged violation of the Letters of Understanding pursuant to this Collective Agreement may be the subject of grievance and arbitration articles of this Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

Schedule A

APS Daycare Centre and Nursery 2010 Salary Grid

	2009 Base Hourly Rate	2010 New-Pay Equity Grant	2010 Base-Pay Increase	2010 Base Hourly Rate	DOG	WEG	2010 Total Hourly Rate	2010 Pay Equity included in-Base Hourly Pay	Pay Equity included in-Base Hourly Pay	Hourly Adjustmen t-Required as-Per-Pay Equity Plan
ECE Teacher	\$/hour	\$/hour		\$/hour	\$/hour	\$/hour	\$/hour		\$/hour	
Level 5	\$18.05	-	\$0.00	18.05	1.21	0.72	19.98	1.54	1.54	1.22
Level 4	\$17.42	-	\$0.00	17.42	1.21	0.72	19.35	1.49	1.49	1.22
Level 3	\$17.07	-	\$0.00	17.07	1.21	0.72	19.00	1.45	1.45	1.22
Level 2	\$16.45	-	\$0.00	16.45	1.21	0.72	18.38	1.40	1.40	1.22
Level 1	\$15.91	-	\$0.00	15.91	1.21	0.72	17.84	1.36	1.36	1.22
Assistant F/F										
Level 4	\$15.71	0.56	\$0.00	\$15.71	1.21	0.72	17.64	1.26	1.82	1.00
Level 3	\$15.20	0.56	\$0.00	\$15.20	1.21	0.72	17.13	1.22	1.78	1.00
Level 2	\$14.44	0.56	\$0.00	\$14.44	1.21	0.72	16.37	1.16	1.72	1.00
Level 1	\$13.93	0.56	\$0.00	\$13.93	1.21	0.72	15.86	1.12	1.68	1.00
Assistant P/F			\$0.00							
Level 4	\$15.47	0.56	\$0.00	\$15.47	1.21	0.72	17.40	1.26	1.82	1.00
Level 3	\$14.94	0.56	\$0.00	\$14.94	1.21	0.72	16.87	1.22	1.78	1.00
Level 2	\$14.44	0.56	\$0.00	\$14.44	1.21	0.72	16.37	1.16	1.72	1.00
Level 1	\$13.95	0.56	\$0.00	\$13.95	1.21	0.72	15.88	1.12	1.68	1.00
Swim & Casual										
Level 4	\$14.62	0.56	\$0.00	\$14.62			14.62	1.17	1.73	1.00
Level 3	\$14.13	0.56	\$0.00	\$14.13			14.13	1.14	1.70	1.00
Level 2	\$13.65	0.56	\$0.00	\$13.65			13.65	1.10	1.66	1.00
Level 1	\$13.20	0.56	\$0.00	\$13.20			13.20	1.07	1.63	1.00

Schedule A

APS Daycare Centre and Nursery 2011 Salary Grid

	2010 Base Hourly Rate	2011 New Pay Equity Grant	2011 Base Pay Increase	2011 Base Hourly Rate	DOG	WEG	2011 Total Hourly Rate	2011 Pay Equity included in Base Hourly Pay	Pay Equity included in Base Hourly Pay	Hourly Adjustment Required as Per Pay Equity Plan
ECE Teacher	\$/hour	\$/hour		\$/hour	\$/hour	\$/hour	\$/hour		\$/hour	
Level 5	\$18.05	-	\$0.27	18.32	1.21	0.72	20.25	1.54	1.54	1.22
Level 4	\$17.42	-	\$0.26	17.68	1.21	0.72	19.61	1.49	1.49	1.22
Level 3	\$17.07	-	\$0.26	17.33	1.21	0.72	19.26	1.45	1.45	1.22
Level 2	\$16.45	-	\$0.25	16.70	1.21	0.72	18.63	1.40	1.40	1.22
Level 1	\$15.91	-	\$0.24	16.15	1.21	0.72	18.08	1.36	1.36	1.22
Assistant F/T										
Level 4	\$15.71	0.57	\$0.24	15.95	1.21	0.72	18.45	1.26	1.83	1.00
Level 3	\$15.20	0.57	\$0.23	15.43	1.21	0.72	17.93	1.22	1.79	1.00
Level 2	\$14.44	0.57	\$0.22	14.66	1.21	0.72	17.16	1.16	1.73	1.00
Level 1	\$13.93	0.57	\$0.21	14.14	1.21	0.72	16.64	1.12	1.69	1.00
Assistant P/T										
Level 4	\$15.47	0.57	\$0.23	15.70	1.21	0.72	18.20	1.26	1.83	1.00
Level 3	\$14.94	0.57	\$0.22	15.16	1.21	0.72	17.66	1.22	1.79	1.00
Level 2	\$14.44	0.57	\$0.22	14.66	1.21	0.72	17.16	1.16	1.73	1.00
Level 1	\$13.95	0.57	\$0.21	14.16	1.21	0.72	16.66	1.12	1.69	1.00
Swim & Casual										
Level 4	\$14.62	0.57	\$0.22	14.84			15.41	1.17	1.74	1.00
Level 3	\$14.13	0.57	\$0.21	14.34			14.91	1.14	1.71	1.00
Level 2	\$13.65	0.57	\$0.20	13.85			14.42	1.10	1.67	1.00
Level 1	\$13.20	0.57	\$0.20	13.40			13.97	1.07	1.64	1.00

NO WAGE INCREASE FOR 2013

Schedule A

APS Daycare Centre and Nursery 2012 Salary Grid

	2011-Base Hourly Rate	2012-New Pay-Equity Grant	2012-Base Pay Increase	2012-Base Hourly Rate	DOG	WEG	2012-Total Hourly Rate	2012-Pay Equity included in-Base Hourly-Pay	Pay-Equity included in-Base Hourly-Pay	Hourly Adjustment Required as Per-Pay Equity-Plan
ECE										
Teacher	\$/hour	\$/hour		\$/hour	\$/hour	\$/hour	\$/hour		\$/hour	
Level-5	\$18.32	-	\$0.37	18.69	1.21	0.72	20.62	1.54	1.54	——1.22
Level-4	\$17.68	-	\$0.35	18.03	1.21	0.72	19.96	1.49	1.49	——1.22
Level-3	\$17.33	-	\$0.35	17.68	1.21	0.72	19.61	1.45	1.45	——1.22
Level-2	\$16.70	-	\$0.33	17.03	1.21	0.72	18.96	1.40	1.40	——1.22
Level-1	\$16.15	-	\$0.32	16.47	1.21	0.72	18.40	1.36	1.36	——1.22
Assistant F/T										
Level-4	\$15.95	0.58	\$0.32	16.27	1.21	0.72	18.45	1.26	1.84	——1.00
Level-3	\$15.43	0.58	\$0.31	15.74	1.21	0.72	17.93	1.22	1.80	——1.00
Level-2	\$14.66	0.58	\$0.29	14.95	1.21	0.72	17.16	1.16	1.74	——1.00
Level-1	\$14.14	0.58	\$0.28	14.42	1.21	0.72	16.64	1.12	1.70	——1.00
Assistant P/T										
Level-4	\$15.70	0.58	\$0.31	16.01	1.21	0.72	18.20	1.26	1.84	——1.00
Level-3	\$15.16	0.58	\$0.30	15.46	1.21	0.72	17.66	1.22	1.80	——1.00
Level-2	\$14.66	0.58	\$0.29	14.95	1.21	0.72	17.16	1.16	1.74	——1.00
Level-1	\$14.16	0.58	\$0.28	14.44	1.21	0.72	16.66	1.12	1.70	——1.00
Swim & Casual										
Level-4	\$14.84	0.58	\$0.30	15.14			15.41	1.17	1.75	——1.00
Level-3	\$14.34	0.58	\$0.29	14.63			14.91	1.14	1.72	——1.00

Level 2	\$13.85	0.58	\$0.28	14.13	14.42	1.10	1.68	1.00
Level 1	\$13.40	0.58	\$0.27	13.67	13.97	1.07	1.65	1.00

LETTER OF UNDERSTANDING #1

RE: Grants

This will confirm the agreement of the parties with respect to the Direct Operating Grant.

- (a) The Direct Operating Grant shall be distributed, minus statutory deductions.
- (b) The remainder of the D.O.G. will be divided amongst all permanent program staff, the cook and Supervisor/Director. A full share will be based on an employee working forty (40) hours per week in that period. Employees who do not work forty (40) hours per week in that period shall have their share pro-rated.
- (c) The D.O.G. will be calculated and distributed on an hourly basis to eligible employees in their normal pay period.
- (d) This letter of understanding shall form part of the collective agreement and shall be fully enforceable in their normal pay period.
- (e) In the event the level of funding for this grant is cut, the Union reserves the right to reopen this collective agreement for the sole purpose of negotiating a salary increase.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #2

RE: Summer Assignments

During the 2-month summer period from July 1 to August 31, the Daycare may select a willing qualified bargaining unit employee by seniority to take on additional assigned duties in the absence of the Director. Subject to the provisions of Article 22.2, the selected employee shall receive a \$2.00 premium on her/his regular base rate while performing these assigned duties.

The parties agree that the selection of a bargaining unit staff pursuant to the provisions of this Letter of Understanding does not require a job posting under Article 14 of the Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #3

RE: Room Assignments

If the daycare makes an indefinite room assignment for an employee with more than two years' seniority, to a different age group, the employee may make a written request to return to her previous age group after a year. The Daycare will give due consideration to the request. The Daycare will accommodate the request if, in its discretion, it would be in the best interest of the Daycare to do so.

This Letter of understanding will expire upon the termination of this Collective Agreement. For greater certainty, this letter shall not be interpreted as an abridgment of the Daycare's managerial rights.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #4

RE: Any Changes to the Insured Benefits Plan

The Daycare will facilitate a meeting at which the staff and the union may receive information concerning any possible alternative to the current insured benefits plan if it appears to the Daycare that a change will likely occur.

The Daycare will promptly provide staff details of any changes to the insured benefits plan that the carrier announces to the daycare. The daycare will promptly advise the staff of any decision by the Daycare to change the carrier(s) for the insured benefits plan.

The Daycare may change the carrier of any benefit plan (other than OHIP) provided that any benefits provided by such other carrier are at least equivalent to the present benefits in this Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #5

RE: New ECE College Dues Issue

The Daycare is prepared to reimburse affected staff the lesser of \$75 or 50% of the annual dues. The staff may be required to pay if a dues regime is instituted by the College of Early Childhood Educators.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #6

RE: Wage Incentive Grant (WIG)

The parties shall agree that the WIG shall be distributed equally to staff in the following classifications on the grid on a pro-rated to the number of hours worked per year. Assistant Supervisor, ECE teacher, Assistant F/T and Assistant P/T.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #7

RE: Administration Supervisor

The parties agree that as of January 1, 2011 to June 1, 2011 the employer will have one full-time Administration Supervisor, and that the Assistant Supervisor (Program Supervisor) shall work six (6) hours performing office administration and one (1) hour on program. The assistant supervisor (Program Supervisor) is a bargaining unit position.

On June 1, 2011 the Assistant Supervisor (Program Supervisor) duties shall move to three (3) hours performing office administration and four (4) hours on program. Should the Employer choose to add to the number of Administrators, or to keep the Jan 1, 2011 to June 1, 2011 model beyond June 1, 2011, an additional one percent (1%) wage increase will be added to the 2011 wage grid across the board to all classification effective the first pay date in June 2011.

SIGNED THIS _____ DAY OF _____, 2013.

ALTERNATE PRIMARY SCHOOL CHILD
CARE CENTRE

THE CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 2484-23

LETTER OF UNDERSTANDING #8

Both parties agree in principle that the amount on the APS Salary grids for 2010, 2011 and 2012 will be paid to the staff, as written.

Should a discrepancy be found, after investigating the pay equity question, funds which need to be dispersed will be dispersed, as per the pay equity plan.

SIGNED THIS _____ DAY OF _____, 2013.

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Letter of Understanding #9

The Parties agree that due to the serious financial crisis at the centre,

All parties will be making sacrifices to promote the viability of the Centre. The Employer shall increase parent fees by five percent (5%) for 2013, and shall submit a budget with such increases to the City of Toronto. The Employer shall propose similar increases at the 2013 AGM.

Article 23.01 shall be suspended effective February 1, 2013 to November 30th, 2013. During such time, all employees, who are eligible for health benefits as per Article 23.01, shall contribute twenty four percent (24%) of the cost of the premium for the RWAM benefit plan as outline in Option 8 attached. Such costs shall be deducted from the employee's regular pay. The remainder of the premium will be paid by the Employer.

Employees who choose to decline participation in the benefit plan, shall do so in writing to the Employer. Such termination of benefits shall occur on the first day of the month following written notice.

The Employer agrees not to resign or contract for the provision of benefits after the current contract with RWAM expires without the employees agreement. During the life of this agreement, the Employees will seek out more cost effective packages and shall present their preference to the Employer by April 2013.

The Employer further agrees to review the job duties of the assistant supervisor with the Supervisor upon her return from sick leave. The Assistant supervisor shall be directed by the supervisor, and shall be the primary person responsible for program implementation and staff direction. The Supervisor shall maintain overall program development, and shall be responsible for discipline should such action be necessary.

SIGNED THIS _____ DAY OF _____, 2013.

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