

Collective Agreement

Between

John Ross Robertson Child Centre

(Hereinafter referred to as the “Employer”)



and

Canadian Union of Public Employees

And it's Local 5213.06

(Hereinafter referred to as the “Union”)

CUPE·SCFP / Canadian Union of Public Employees
Syndicat canadien de la fonction publique

March 9, 2026 to March 31, 2029

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ARTICLE 1: PREAMBLE

1:01 **It is the purpose of both parties to this Agreement:**

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

1:02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2: RECOGNITION AND NEGOTIATION

2:01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed at John Ross Robertson Child Centre save and except the Assistant Director, and persons above the rank of Assistant Director.

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 in cases agreed mutually upon in writing by both 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 performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

2:04 Definitions

- a) **Full-Time Employees** are employees who work thirty (30) hours or more and are hired into a permanent position with the Centre.
- b) **Part-Time Employees** are employees who work less than thirty (30) hours and are hired into a permanent position with the Centre.
- c) **Supply Employees** are employees hired to cover short-term staff shortages such as those caused by absenteeism and vacation.
- d) **Contract Employees** are employees hired for a specific duration or task(s) of not more than one (1) year (may be renewed for a period of up to six (6) months).

2:05 Part-time, Supply, and Contract Employees

This Collective Agreement is fully applicable to all permanent part-time, supply, and contract employees.

2:06 No Other Agreements

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

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

2:07 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees (CUPE) or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises to deal with any matters arising out of this Collective Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3:01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 4: NO STRIKE OR LOCKOUTS

4:01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the Labour Relations Act, 1995 as may be amended from time to time, or successor legislation.

ARTICLE 5: NO DISCRIMINATION OR HARASSMENT

5:01 Discrimination

The Employer and the Union agree to uphold the *Ontario Human Rights Code*, as amended from time to time, and will not under any circumstances permit employment practices and procedures in contravention of it.

5:02 The Employer and the Union shall not discriminate against an employee because of membership or activity in the Union, or the exercise of the employee's lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex (including pregnant and breastfeeding), gender identity, gender expression, marital status, family status, religion, nationality, ancestry or place of origin, ethnic origin, citizenship, political affiliation or belief, record of offences (unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment) sexual orientation, sexual minority, place of residence, or physical handicap or disability. Employees covered by this Agreement who feel they have suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

5:03 Workplace Harassment

The Employer will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and standards set out in the *Occupational Health and Safety Act*, and the Employer's staff handbook, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

5:04 Sexual Violence and Sexual Harassment

The Employer will provide an environment where employees are not subjected to sexual violence and/or sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, and Employer's staff handbook, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

ARTICLE 6: UNION SECURITY AND CHECK-OFF

6:01 Union Security

All employees of the Employer in the bargaining unit, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new bargaining unit 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 in the bargaining unit, any dues, or assessments levied by the Union on its members.

6:02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses, phone numbers and personal emails of all employees from whose wage's deductions have been made. A copy of this list shall also be forwarded to the Unit Vice-President.

6:03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union Representative will be given the opportunity to orient 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 orientation to the Union 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 Director, or their designate, and the Unit Vice-President, with a copy sent to the National Representative of the Union.

ARTICLE 8: JOINT EMPLOYER-UNION COMMITTEES

8:01 a) Representation

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

b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

8:02 Bargaining Committee

A Bargaining Committee shall consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) 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 Labour Management Committee

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

Function of Committee

The Committee shall concern itself with the following general matters:

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

Meetings of Committee

The Committee shall meet at least every other month but not less than quarterly 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.

Chairperson of the Meeting

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

Minutes of Meeting

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

Jurisdiction of Committee

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

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

8:04 Workload Committee

A workload committee shall be established within thirty (30) days of the implementation of the Collective Agreement consisting of three (3) representatives of the Employer and three (3) representatives of the Union.

In the event that the assignment of a number of a workload to an individual employee or group of employees is such as they have cause to believe that they are being asked to perform more work than is consistent with proper care or proper allowable time complete assigned tasks, they shall:

- 1) Complain in writing to the workload committee who shall convene a meeting within ten (10) calendar days of receiving the complaint to hear and attempt to resolve the complaint to the satisfaction of both parties.
- 2) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the workload committee, the complaint shall be forwarded to a sole arbitrator, to be agreed upon by both parties.

The arbitration procedures set out in this Collective Agreement shall be used to resolve the complaint.

The parties agree that the arbitration board will have the power to award the scheduling of additional staff in order to resolve a workload complaint.

8:05 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 Health and Safety Committee shall be constituted with representation of up to half by employees, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least every other month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany their inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Joint Health and Safety Committee, and the representatives thereof, shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 9: GRIEVANCE PROCEDURE

9:01 Recognition of Union Representatives 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 Representatives. The Union Representative may assist any employee, which the Representative represents, in preparing, processing and processing their grievance in accordance with the grievance procedure.

9:02 Names of Local Representatives

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

9:03 Grievance Committee

The Grievance Committee shall be composed of three (3) members of the Union plus the Unit Vice-President.

9:04 Permission to Leave Work

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

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

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

All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked and will be paid.

9:05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

9:06 Settling of Grievance

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

Complaint Step

The affected employee(s) shall discuss their complaint(s) with their immediate Supervisor within twenty (20) 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 Union Representative, will submit their grievance in writing to their immediate supervisor. The supervisor shall provide their decision within ten (10) working days after receipt of such notice.

Step 2

If the grievance is not settled at Step 1, the Union on behalf of the Grievor shall present the grievance to the Director, or designate, within ten (10) working days of the receipt of the supervisor's decision or the time when such decision should have been received. Upon receipt of the grievance, the Director, or designate, will call a meeting within ten (10) working days with the grievor and Union Representative. The Employer shall provide a written answer to the grievance to the union within ten (10) working days of said meeting.

Mediation

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

Step 3

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

9:07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance shall be heard directly at Step 2.

9:08 Employer Grievance

A grievance of the Employer shall be heard directly at Step 2 and shall be given in writing to the Local Union Representative, or designate, within ten (10) working days after the occurrence of the circumstance giving rise to the grievance.

9:09 Union May Institute Grievance

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

9:10 Communication During Grievance Procedure

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

9:11 Replies in Writing

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

9:12 Meeting Rooms for Grievances

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

9:13 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

9:14 Referral to Arbitration

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

9:15 Definition of Working Days

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

ARTICLE 10: ARBITRATION

10:01 Referral to Arbitration

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

10:02 Time limits

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

10:03 Single Arbitrator

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

10:04 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which they deem just and equitable.

10:05 Selection of Arbitrator

The party referring the grievance to arbitration shall propose, in writing, to the other party the names of three (3) individuals to act as the sole arbitrator. If the proposed individuals

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

10:06 Payment for Arbitrator

Each of the parties shall jointly and equally bear the fees and expenses of the arbitrator.

ARTICLE 11: DISCHARGE, SUSPENSION AND DISCIPLINE

11:01 Principle of Innocence

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

The Employer shall only discipline an Employee for just cause.

11:02 Discipline Procedure

If the Employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Unit Vice-President. The Employee shall continue their employment with all rights and privileges while the Union processes a grievance with the Employer.

Should the dispute not be resolved by the grievance procedure, the Employee shall continue their employment with all rights and privileges, unless an arbitrator rules otherwise. This clause shall not restrict the Employer from suspending an Employee with full pay and benefits until the issue is resolved through the grievance procedure or arbitration procedure.

The Employee shall be notified in writing of the action and/or penalty. In some cases, a single occurrence of a serious misconduct may warrant by-passing "*11.04 Warning and 11.05 Adverse Report*," and may include immediate termination of employment due to mitigating factors and the severity of offence.

11:03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance or arbitration, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee. Prior acts of the same nature resulting in discipline that are still on file at the time of disciplinary action may only be used to support just cause where the prior discipline was implemented within twelve (12) months of subsequent discipline for acts of the same nature.

11:04 Disciplinary Interviews

Where an employee is summoned to meet with the supervisor for an interview concerning discipline, the supervisor will inform the employee of their right to have their Union

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

11:05 Warning

As a first step in conveying the Employer's dissatisfaction with an employee's work performance, the Employer or their authorized agent may censure an Employee through a written warning that may also include a meeting to present the written warning that outlines the dissatisfaction and what is required to bring their work up to a required standard. If challenged by the Employee, the Employer shall give written particulars of such censure to the Union within ten (10) working days.

11:06 Adverse Report

As a second step in conveying an on-going concern the Employer shall notify an Employee in writing of any expression of dissatisfaction, which may be detrimental to an Employee's advancement or standing or that may result in dismissal if such Employee fails to bring their work up to a required standard. Such notification shall occur within ten (10) working days of the Employer being notified of the complaint. A copy shall be forwarded to the Unit Representative at the Child Centre.

This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at any time. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

11:07 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a sole arbitrator.

11:08 Crossing of Picket Lines During Strike

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

11:09 Political Action

No Employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies.

11:10 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

11:11 Right to Have Union Representation

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

11:12 Failure to Grieve

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

11:13 Employee Record

The record of an Employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of warning or any adverse reports.

11:14 Access to Personnel File

An Employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the permanent record.

ARTICLE 12: SENIORITY

12:01 Seniority Defined

Seniority 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 the seniority list 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 purposes set out in the Collective Agreement save and except for promotions and layoffs. 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 three (3) calendar months or three-hundred (360) 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. After completion of the probationary period, seniority shall be effective from the original date of employment.

The probationary period shall not be extended unless upon mutual agreement of both parties in writing.

12:04 Loss of Seniority

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

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign and does not rescind within forty-eight (48) hours.
- c) They are absent from work in excess of five (5) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- e) They are laid off in excess of twenty-four (24) 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 her seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals two thousand and eighty (2080) hours paid.

ARTICLE 13: PROMOTION AND STAFF CHANGES

13:01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall send an email to all current bargaining unit members and post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be sent via email to all current bargaining unit members and posted on the Employer's main bulletin board.

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. In any event, the limited job shall not exceed six (6) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall 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.

e) **Unsuccessful Applicants**

The unsuccessful applicant for a permanent or temporary vacancy shall be notified within seven (7) calendar days. The Employer shall provide an explanation of the reasons for the appointment where any applicant has been denied the promotion if so requested by the applicant.

13:02 **Information in Postings**

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

13:03 **No Outside Advertising**

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 13:01.

13:04 **Recognition of Seniority**

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

13:05 **Methods of Making Appointment**

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

13:06 **Trial Period**

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period twenty (20) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the 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 13:05. If there are no successful applicants, then the position would be reposted.

13:07 **Union Notification**

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

Notices of such appointments shall also be posted.

13:08 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, 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.

13:09 New Classification

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

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

When the Employer makes a substantial change in the job content of an existing classification which 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 lack of work, reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

14:02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority within the child centre, provided that the remaining jobs shall continue to be filled with qualified employees.

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

14:03 Recall Procedure

Employees shall be recalled in the order of their seniority. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter and email to last email address on file and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees must respond in writing within seventy-two (72) hours with their intention to accept or decline. Employees who choose not to fill vacancies shall remain on lay-off. Employees who have been laid off will be placed on a recall list for twenty-four (24) months from date of lay-off.

14:04 No New Employees

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

14:05 Advance Notice of Lay-Off

The Employer shall give the Union and employees who are to be laid off as much advance notice as possible and in no case less than thirty (30) working days prior to the effective day of layoff.

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

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

14:06 Lay-Off and Recall for Probationary Employees

All probationary employees shall be laid off before permanent employees. Lay-off and/or recall shall be according to the principle of length of service and requirements as specified in 14:02 and 14:03. Probationary employees shall be required to complete their probationary period following their recall.

14:07 Joint Action with Union to Prevent Lay-Offs

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

14:08 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15: HOURS OF WORK

15:01 Normal Hours of Work

The normal working hours for the Child Centre staff shall consist of eight (8) hours per day and a normal week shall consist of five (5) days for a total of forty (40) hours per week, thirty-seven and a half hours (37.5) of which are paid after factoring meal periods.

The normal working hours for John Ross Robertson Child Centre staff are Monday to Friday (exclusive of holidays) from 7:30am-6:00pm.

15:02 Program Time

Employees will be provided with resources in good working condition and the tools required to do the job properly. Each staff member will receive one (1) hour of programming per week.

15:03 Flexible Work Arrangements

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

15:04 Working Schedule

The hours and days of work of each employee for the upcoming school year shall be distributed and posted in an appropriate place by August 30th of each year.

15.05 Employees shall be provided with a minimum of two (2) weeks' notice of a permanent change to their shift or a permanent change to their room assignments. Prior to the Employer's finalizing such a room change, the affected employees and their Union Representative will be briefed, and the reasons for the room change will be explained. The Employer will consider any suggestions or preferences, or training needs expressed by the employees.

15:06 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.

15:07 Breaks

Employees working an eight (8) hour shift will be entitled to a one (1) hour break, of which 30 minutes will be paid and 30 minutes will be unpaid. Employees working less than five (5) hours will not be entitled to a break. Eligibility for breaks, both paid and unpaid, come from the *Employment Standards Act*, as amended from time to time.

15:08 Protocol for Filling Shifts

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.

15:09 Designate-in-Charge

The Employer may appoint an employee as “Designate-in-Charge” at its sole discretion when it deems it advisable or required in the circumstances. The Designate-in-Charge will be voluntarily accepted by the employee and shall be offered by seniority to the qualified staff.

Only Registered Early Childhood Educators (RECEs) may be appointed at Designate-in-Charge.

A premium of two dollars (\$2.00) per hour will apply to all employees who work as Designate-in-Charge. All partial hours worked will be rounded up to the nearest hour for the purposes of calculating the premium

15:10 Staff Meetings

Employees shall be paid their hourly rate for Staff meetings. As such, for a one-hour meeting the employee is paid for one hour. Overtime applies at time and a half subject to Article 16.02 below.

15:11 Late Pickup

When employees are required to stay past the end of their shift while waiting for children to be picked up, they will be paid to the nearest quarter of an hour (rounding up). If that extra time results in the employee accumulating overtime, as defined in Article 16, then the employee will be compensated at the appropriate overtime rate, otherwise payment will be at the employee’s regular rate.

In the event a child is picked up after established closing time, staff will record the time the child was picked up in a “late fee log book” and have the parent sign or initial the pick-up time. The Employer will address any late pick-up fees with the parents/families.

ARTICLE 16: OVERTIME

16:01 Overtime Defined

All time worked outside the normal workday, the normal work week, or on a holiday shall be considered as overtime.

16:02 Overtime Rates

Overtime will be paid on a bi-weekly basis of over 75 hours at the rate of time and a half. The Employer shall not alter the regularly scheduled hours of work of any employee to avoid the overtime threshold of 75 hours.

16:03 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the above overtime rate at a time mutually agreed to by the employee and the Employer.

16:04 Assignment of prescheduled and non-scheduled Time Off

When extra hours become available due to preplanned staff absences or on a temporary basis due to a non-scheduled absence, employees who normally work a split shift shall be allowed the option of working the shifts. If there is no split shift in the room, the most senior full-time employee shall be allowed the option of switching shifts.

Part-time employees will be offered additional hours available due to pre-scheduled staff absences (i.e., vacations, scheduled time off) or on a temporary basis due to non-scheduled absence, prior to these hours being offered to casual staff. Additional hours under this provision will be offered to part-time staff in accordance with their seniority.

ARTICLE 17: HOLIDAYS

17:01 Compensation for Holidays on Saturday or Sunday

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

17:02 Paid Holidays

The Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day (July 1st)

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
National Day of Truth and Reconciliation will be observed during the workday in the Centre

17.03 Religious Observances

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.

17.04 Float Days

Each employee shall be entitled to three (3) paid days to be taken at a time mutually convenient to the employee and their supervisor or designate.

ARTICLE 18: VACATIONS

18:01 Paid Vacation Time

All permanent employees shall receive the following paid vacation:

Years of Service	Number of Vacation Days
First Year	Ten (10) vacation days per year (pro-rated a day a month)
After forty-eight (48) months of service	Fifteen (15) vacation days per year
After twelve (12) years of employment	Twenty (20) vacation days per year

All other employees shall receive the following:

All other employees shall receive the following:

Four percent (4%) of gross annual earnings, or the equivalent in paid time off, pro-rated in first year of employment.

Six percent (6%) of gross earnings, or the equivalent in paid time off, in the third (3rd) year.

Eight percent (8%) of gross earnings, or the equivalent in paid time off, in the sixth (6th) year and onward.

18:02 Holidays During Vacation

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

18:03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18:04 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacation 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 Christmas Holidays, vacation request must be made no later than November 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 May 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.

18:05 Unbroken Vacation Period

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

18:06 Illness During Vacation

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

18:07 Bereavement During Vacation

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

ARTICLE 19: SICK LEAVE

19:01 Sick Leave Defined

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

19:02 Amount of Sick Leave

It is understood and agreed that pay for sick leave is for the sole purpose of protecting the employee from loss of regular income when they are ill and unable to work.

Every employee will be entitled to ten (10) days of sick time per calendar year.

Where no one other than the employee can provide for the needs of her immediate family due to the illness of a member of her family, an employee may be entitled, after requesting leave before she would normally report to work, to use sick leave days. For the purpose of this Article, "immediate family" is defined as child, wife, husband, common-law spouse and parents. The Executive Director or their designate may, in her discretion, allow an employee to use sick leave credits under this provision for other relatives residing in the employee's household.

19:03 Proof of Illness

Following four (4) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer.

19:04 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.

19:05 Sick Leave Record

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

19:06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall SMS the Supervisor or their designate and advise of this fact no later than 9:00 pm the evening before the commencement of their scheduled shift. If the employee becomes aware they are unable to attend their shift after 9:00 pm, then they must SMS the Supervisor or their designate no earlier 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.

19:07 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

19:08 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

19:09 Return to Work/Modified Work

The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have been absent from work due to injury or illness. The Employer and the Union will work together to identify work suitable for employees returning to work and make every reasonable effort to accommodate. A joint and confidential meeting of supervisor, or designate, and Union Representative of the Local, or 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.

19:10 Workers' Safety and Insurance Board

The Employer agrees to provide coverage under the WSIB for all employees. An employee who is receiving WSIB benefits shall retain their full employment status, seniority, rights, and privileges under the Agreement.

ARTICLE 20: LEAVES OF ABSENCE

20:01 General Leave

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

20:02 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. The Union shall reimburse the Employer for receipt of such pay.

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.

20:05 Family Leave

Employees shall be granted a leave of four (4) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

20:06 Pregnancy Leave

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

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act 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.

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

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

- b) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and

the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

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

Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act 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.

20:07 Parental Leave

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.

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.

- a) 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.
- b) 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.

20.08 Bereavement Leave

In the event of the death of a member of the employee's immediate family, or a member of their household, or a person whose relationship is not defined below, the impact of which is comparable to that of an immediate family member, an employee will be granted, without loss of pay or seniority, a maximum of three (3) consecutive working days off and two unpaid days if requested.

"Immediate family" shall mean: spouse, partner, parent, child (including stepchild), sibling (including stepbrother and stepsister), parent-in-law, sibling-in-law, child-in-law, grandparent, grandchild, guardian, or ward.

20.09 Jury 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.

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 (bi-weekly)

The Employer shall pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. 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 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, their rate shall be increased to the higher rate from day one (1) for the duration of the assignment.

ARTICLE 22: EMPLOYEE BENEFITS

22:01 Disclosure of Benefits Information

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

22:02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

22:03 Responsibility

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

22:04 Changes to Benefits

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

22:05 Extended Health Benefits Plan

The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in the Plan Description Booklet available to all eligible staff.

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period.

22:06 Vision Care Plan

The Employer agrees to provide a Vision Care Plan, the details of which are set out in the Plan Description Booklet available to all eligible staff.

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period.

22:07 Dental Care Plan

The Employer agrees to provide a Dental Care Plan, the details of which are set out in the Plan Description Booklet available to all eligible staff.

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period.

22:08 Long-Term Disability Plan

The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in the Plan Description Booklet available to all eligible staff.

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period.

22:09 Life Insurance Plan

The Employer agrees to provide a Life Insurance Plan that includes employee life insurance and dependent life insurance coverage, the details of which are set out in the Plan Description Booklet available to all eligible staff.

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period.

22:10 Accidental Death Dismemberment Insurance Plan

The Employer agrees to provide an Accidental Death and Dismemberment Insurance Plan, the details of which are set out in the Plan Description Booklet available to all eligible staff.

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period.

ARTICLE 23: HEALTH AND SAFETY

23:01 Co-operation on Safety

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

23:02 Right to Refuse and No Disciplinary Action

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.

23:03 Right to Monitor and Inspect

A Union Day Care centre representative shall have the right to participate in the monitoring of the workplace for potential health and safety problems and to accompany government inspectors on inspection tours.

23:04 Health and Safety Grievance

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

ARTICLE 24: JOB SECURITY

24:01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or any non-paid employee.

24:02 Severance

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

ARTICLE 25: CHILD/STAFF RATIO

25:01 Ratios

The Employer and the Union agree that a reasonable ratio of staff to children in the Child 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 Child Care and Early Years Act, as amended from time to time, as a minimum standard.

ARTICLE 26: JOB SECURITY

26:01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or any non-paid employee.

26:02 Severance

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

26:03 Retroactivity

Increases to the salary schedule shall be retroactive to the date of ratification. The Employer will endeavour to provide all retroactivity within thirty (30) days of the written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid. All retroactivity will be paid to employees on a separate cheque.

ARTICLE 27: DURATION

27:01 Effective Date

The term of the Agreement shall be from March 9, 2026, to March 31, 2029.

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.

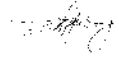
Any changes deemed necessary in this Agreement may be made by mutual agreement at anytime during the existence of the Agreement.

SCHEDULE A: WAGES

WAGE GRID	Years of Service	23-Mar-26	Mar. 2027 & date of seniority movement with service	Mar. 2028 & date of seniority movement with service
		2026 Salary Harmonized	2027 Salary 2.5% GWI	2028 Salary 2.5% GWI
ECA	0-3 Years		22.25	22.81
	4-6 Years		22.75	23.32
	7-9 Years		24.5	25.11
	10-12 Years		25	25.63
	13-15 Years		25.5	26.14
	16+		26	26.65
RECE	0-3 Years		26.25	26.91
	4-6 Years		26.75	27.42
	7-9 Years		27.75	28.44
	10-12 Years		29	29.73
	13-15 Years		31	31.78
	16-20 Years		32	32.8
	21+ Years		32.85	33.67

NOTE: Staff move through the wage grid when they reach their years of service as applicable to the applicable wage grid for that year on their anniversary date

For the Union:



Heather Murray, CUPE National Rep



Lisa Burt (2026-04-14 15:36:16 EDT)

Lisa Burt



Saya Yanaga (2026-04-22 15:45:26 EDT)

Saya Yanaga



Tina Solofa (2026-04-09 10:56:05 EDT)

Tina Solofa



Herman Alvarenga (2026-04-07 21:35:12 EDT)


Herman Alvarenga

For the Employer:



Christina Piccone (2026-04-10 11:04:31 EDT)

Christina Piccone, Acting Executive Director



Renaud Seguin (2026-04-09 15:31:39 PDT)

Renaud Seguin, Board Member