



COLLECTIVE AGREEMENT

between

Perry House Child Care Services
(Hereinafter referred to as the "Employer")

and

Canadian Union of Public Employees
L2936-14
(Hereinafter referred to as the "Union")

Expiring Dec 31, 2024

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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 safety 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 day care workers, the Employer, and parents, recognizing that all these groups have an essential interest in obtaining the best conditions for the day care.
- f) To recognize that the Employer operates a major child care centre using a volunteer parent board which changes annually.
- g) To acknowledge that Perry House Child Care Services is a non-profit centre.
- h) 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 Perry House Child Care Services, in the Town of Whitby, Ontario save and except Assistant Supervisors, Supervisors, and persons above the rank of Supervisors.

2.02 Work of the Bargaining Unit

Employees not in the bargaining unit shall not perform bargaining unit work to the extent that it results in the layoff of a bargaining unit employee.

2.03 The Employer will only contract out bargaining unit work to cover the absences of existing bargaining unit employees. Such work coverage will only occur if there are no current bargaining unit employees available to provide such coverage and will not result in the layoff of any current bargaining unit employees.

2.04 No Other Agreements

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

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

2.05 Right of Fair Representation

The Local Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, otherwise known as CUPE, or any other advisors when meeting with 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.

2.06 Union Officers and Committee Members

Union officers and committee members acknowledge that they have their regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without first receiving permission from their immediate supervisor, which shall not be unreasonably withheld. They shall be entitled to request 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.

2.07 No Strikes and Lockouts

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

2.08 Access to Work Site

(a) Union Meetings

The Employer will permit a Union representative to meet with an employee in the workplace, for a reasonable period of time, in connection with disciplinary matters, or to discuss grievance issues. Such meeting shall not disrupt the Employer's operations.

(b) Work Site Access

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks. Such meeting shall not disrupt the Employer's operations.

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 functions of the Employer, including the right to determine that nature and scope of operations and the size of the workforce, 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 - DEFINITION OF EMPLOYEE

4.01 Employee

Where used in this agreement, the term "employee" shall mean a person employed in a regular full-time or regular part-time position, contract, or supply position. The terms "employee" and "regular employee" shall have the same meaning. The Employer agrees that the Union represents probationary employees as their bargaining agent pursuant to this collective agreement.

4.02 (a) Regular Full-Time Employees

A regular full-time employee is an employee who is regularly scheduled to work for twenty-four (24) hours or more per week.

(b) Regular Part-Time Employees

A regular part-time employee is an employee who is regularly scheduled to work for less than twenty-four (24) hours per week.

(c) Supply Employees

A supply employee is a non-regularly scheduled employee who is not obligated (except as set out in this agreement), to accept an offered shift. Supply employees shall not displace regular employees.

(d) Contract Employees

A contract employee is an employee who is hired for a specific period of time:

- (i) to replace a regular employee who is absent from work and such contract employment shall terminate upon conclusion of the situation which created the need for the replacement; or
- (ii) for specific tasks which existing employees are unable or unavailable to perform with a definite start date and an estimated date of completion. Such dates shall be conveyed to the employee and the Union upon the hiring of the contract employee.

4.03 For the purposes of this Collective Agreement "active work" means being at work and performing the duties and responsibilities of the position held, which shall include any Employer approved training. Any paid absence less than thirty (30) consecutive working days shall not be considered an interruption in active work.

4.04 Supply Employees

- (a) Supply employees shall provide their availability to work with the employer and update their availability should it change. At all times, the stated availability must not be less than two (2) shifts per week except during vacation or other approved leaves of absence or otherwise mutually agreed between the employee and their supervisor.
- (b) A supply employee has the right to accept or decline the offer of work each time they are called except that refusal to accept three (3) consecutive offers of work, within their stated availability shall result in such employee's name being removed from the supply list for the department and the employee will be deemed to have resigned.
- (c) The supervisor will maintain a roster of individuals for use on a supply basis.
- (d) Supply employees shall be entitled to all rights and privileges of this agreement with the exception of the following articles: Seniority, Promotion and Staff Changes, Layoff and Recall, Vacation, Medical Leave, Leave of Absence, Benefit Plans.
- (e) All supply employees shall be on probation for the first 880 hours of their active work. The probationary period shall at no time exceed twelve (12) months.
- (f) Where a supply employee receives an appointment to a regular full-time or part-time position, at any time, the employee will be considered a probationary employee for a period of three (3) months of active work for full-time employees (or 880 hours of active work for part-time employees), from the effective date of appointment.
- (g) Supply employees are entitled to receive pay for the statutory holidays listed in Article 17 providing they are eligible or qualified for such pay as set out in *the Employment Standards Act*.
- (h) Supply employees shall receive vacation pay in accordance with the *Employment Standards Act, 2000*.
- (i) Supply employees may apply for job postings as set out in Article 13.

4.05 Contract Employees

- (a) A full-time contract employee, (other than when filling a vacancy created through a pregnancy and/or parental leave), shall not work in excess of twenty-four (24) continuous months without the express written consent of the Union unless this is a result of applying for a different job posting. Such request will not be unreasonably denied.
- (b) Except when filling a vacancy created through a pregnancy and/or parental leave, a part-time contract employee shall not work in excess of 5160 continuous hours without the express written consent of the Union. Such request will not be unreasonably denied.
- (c) Once a contract employee has worked longer than the period set out in paragraphs (a) or (b), without a break in service of greater than thirty (30) days, they shall be granted seniority. Seniority shall commence from the date of hire as a regular employee.

- (d) Where a full or part time contract employee is filling a vacancy created through a pregnancy and/or parental leave, or a vacancy created by a medical leave, the contract employee may work up to the conclusion of the individual's leave they are replacing, but not longer than twenty-four (24) consecutive months without the written consent of the Union. Such request will not be unreasonably denied.
- (e) Contract employees shall be entitled to all rights and privileges of this agreement with the exception of the following articles: Seniority, Promotion and Staff Changes, Layoff and Recall, Vacation, Medical Leave, Leave of Absence, Benefit Plans.
- (f) Contract employees are entitled to receive pay for the holidays listed in Article 17 providing they are eligible or qualified for such pay as set out in the Employment Standards Act.
- (g) Contract employees shall receive vacation pay in accordance with the *Employment Standards Act*.
- (h) All full-time contract employees shall be on probation for the first three (3) months of their active work.
- (i) All part-time contract employees shall be on probation for the first 500 hours of their active work. The probationary period shall at no time exceed nine (9) months in duration.
- (j) Where a contract employee receives an appointment to a regular full-time or part-time position, at any time, and the appointment is to a position which is not the same as the position to which the employee is incumbent, the employee will be considered a probationary employee on probation in the new position for a period of three (3) months of active work for full-time employees or 500 hours of active work for part-time employees from the effective date of appointment. The total probationary time in the new position shall at no time exceed six (6) months.
- (k) Contract employees, who have achieved seniority as outlined in (c) above may apply for job postings as set out in Article 13 as internal applicants.
- (l) Where a contract employee who has seniority as identified in (c) above and receives an appointment to a regular full or part-time position, they shall be entitled to bring their seniority with them to the new position.
- (m) Where a contract employee who does not have seniority as identified in (c) above and receives an appointment to a regular full or part-time position, and there is no break in continuous service, then upon successful completion of probation seniority shall be credited with one (1) month's seniority for each three (3) month period they worked as a contract employee.
- (n) Contract employees to accrue sick days at the rate of 1 day every three months. Other terms of the sick days clause will apply.

ARTICLE 5- NO HARASSMENT OR DISCRIMINATION

5.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment respect of all grounds as set out in the Human Rights Code of Ontario.

5.02 Respectful Workplace

- a) The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviour such as discrimination, harassment, disruptive workplace conflict, and disrespectful behaviour.
- b) Definitions:
- Although disrespectful behaviour, and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.
- i) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time and can include:
- Rude comments and swearing as well as spreading unfounded or misinformed rumours that damage a person's reputation
 - Actions that invade privacy or personal property or unwelcome gestures; and
 - Display or distribution of electronic material that offends.
- ii) Harassment is any course of behaviour that demeans, humiliates, or embarrasses another person and that a reasonable person should know would be unwelcome and includes:
- Verbal abuse
 - Actions such as touching or pushing
 - Comments such as jokes and name calling
 - Verbal threats, accusations, coercion; or
 - Displays such as posters and cartoons that offend.
- It may be a single incident or continue over time.
- c) The parties also agree that there shall be no discrimination or harassment as defined by the Ontario Human Rights Code.

5.03 Sexual Harassment

- a) Definition:
- Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential
- b) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- c) Cases of sexual harassment shall be eligible to be processed as grievances.

- d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- f) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.01 Union Security

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

6.02 Deductions/Union Dues and Remittance

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

6.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union and a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. The Employer will provide the employee with a copy of the current Collective Agreement.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed thirty (30) minutes in duration.
- c) The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, contract, casual/supply), start date and work location of all Regular Employees hired into the bargaining unit at the completion of their first day of employment.

6.04 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, contract, supply), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

6.05 T4 Slips

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

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Supervisor or their designate and the Secretary of the Union with a copy sent to the Local President, Unit Chair, National Representative of the Union.

ARTICLE 8 - LABOUR-MANAGEMENT RELATIONS

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 request to leave their work during working hours to carry out their functions under this agreement, including, the investigation and processing of grievances, and attendance at meetings with the Employer. 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.

8.02 Bargaining Committee

A Bargaining Committee shall be appointed or elected and 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. The Union will advise the Employer in writing of the Union nominees to the Committee. All members of the bargaining committee shall be entitled to the full day off when negotiating with the Employer, up to and including conciliation (or interest arbitration as the case may be).

8.03 Union - Management Committee

A Union/Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. This committee shall be established within 30 days of the implementation of the Collective Agreement consisting of two (2) representatives of the Employer and two (2) representatives of the Union.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Better relations between the Employer and the employees.
- 2) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting

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 two (2) signed copies of the minutes 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 Health and Safety Committee

- a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health, in order to prevent injury and illness.

- b) A joint management and employees Health and Safety Committee shall be constituted with the representation of at least half by employees, which shall identify potential dangers, recommend means of improving the health and safety programs, and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Three (3) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of an 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 them on 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 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 Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing, and presenting their grievance in accordance with the grievance procedure.

9.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) they represent before 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 including the Union Steward directly involved with the grievance.

9.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance 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. Subject to the safe and proper operation of the Employer's business.

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.

9.05 Definition of Grievance

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

9.06 Settling of Grievance

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

Complaint Step

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

Step 1

If the complaint is not settled within five (5) working days of the discussion, the aggrieved employee or steward will submit their grievance in writing to their immediate supervisor. The Supervisor shall provide their decision within five (5) working days after receipt of such notice.

Step 2

If the grievance is not settled at Step 1, the union on behalf of the aggrieved Employee shall present the grievance to the Executive Director within five (5) working days of the receipt of the Supervisor's decision or the time when such decision should have been received. The Employer shall provide a written answer to the grievance to the union within five (5) 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 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, without financial remedy (a Policy Grievance), or where a group of employees or the Union has a grievance, the Complaint Step of this Article may be by-passed.

9.08 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 (a Group Grievance), and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1. The union shall supply a list of all employees affected by the Group Grievance at the time of submission of the Grievance.

9.09 Deviation from Grievance Procedure

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

9.10 Replies in Writing

All Employer's responses to grievances stating reasons shall be in writing and may be delivered electronically at all stages.

9.11 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.

9.12 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the date of the Employer's reply at Step 2.

9.13 Definition of Working Days

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

ARTICLE 10 - ARBITRATION

10.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 9.

The Union's Notice of Intent to Arbitrate shall contain suggested names of persons to act as sole arbitrator. The Employer shall respond promptly with its agreement to one of the Union's nominees, or an alternate list of persons to act as sole arbitrator.

If the parties are unable to agree on a person to act as sole arbitrator, either party may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment, in accordance with the provisions of the Labour Relations Act.

10.02 Payment for Board of Arbitration

Each of the parties hereto shall bear jointly and equally the expense of the arbitrator appointed and any cost of the place of hearing of such arbitration, if and when the necessity arises.

10.03 Powers of the Board

It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator shall have the authority to substitute such other penalty for the discharge or discipline, as the Arbitrator deems just and reasonable in all circumstances.

10.04 Decision of the Board

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

10.05 Time limits

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

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Just Cause

The Employer shall only discipline or dismiss an Employee for just cause.

11.02 Discipline Procedure

- (a) If the Employee challenges the Employer's decision, a copy of the Employer's notice shall be sent to the Secretary of the Union.
- (b) The Employee shall be notified in writing of the action and/or penalty. In some cases, a single occurrence of serious misconduct may warrant immediate termination of employment.

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.

11.04 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 lost earnings during the period of 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 the Arbitrator, if the matter is referred to arbitration.

11.05 Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with supervisory personnel/Board of Directors, which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to meet an Employee for the purpose of issuing discipline, the Employer shall so notify the Employee in advance of the purpose of the meeting in order that the Employee may contact their Steward to be present at the meeting.

Provided that where a steward is not immediately available, and circumstances reasonably require the immediate interview of an employee (which may result in discipline), the Employer's meeting with an employee shall not result in the invalidation of any subsequently imposed discipline.

11.06 Employee Record

The record of an Employee shall not be used against them at any time after twelve (12) months following disciplinary action.

11.07 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 two seniority lists (one for full-time and one for part-time), 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 13 below.

Seniority, as set out on the posted seniority list, will be used for all of the 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

- (a) Newly hired employees shall be considered on a probationary basis for a period of six (6) months or as otherwise set out in this Collective Agreement. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.
- (b) An employee who has not completed their probationary period may be released for reasons which are less serious than just cause. After completion of the probationary period, seniority shall be effective from the original date of employment.
- (c) Where a contract employee receives an appointment to a regular full or part-time position, which is the same as the position of the contract employment, and there is no break in the continuity of service and the full probationary period as set out in this article has not been completed, the employee will be on probation in the new position for a period of 6 months of active work for full-time employees or 500 hours of active work for part-time employees, or the remainder of the probationary period, whichever is greater. The total probationary time in the new position shall at no time exceed twelve (12) months

12.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of leave of absence approved by the Employer.

An employee shall lose their seniority and their employment in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign and do not rescind their resignation in writing, within twenty-four (24) hours of their first statement of resignation.
- c) They are absent from work more than three (3) 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 or courier to do so, unless through sickness or other just cause, the proof of which shall lie with the employee so asserting. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) They are laid off for more than twelve (12) 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 the anniversary date: 2080 hours PAID equals one (1) year.

12.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals two thousand and eighty (2080) hours paid.

ARTICLE 13 - PROMOTION AND STAFF CHANGES

13.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board or be sent electronically.

b) Temporary Vacancies

Temporary vacancies anticipated being ten (10) or less weeks in duration shall not be posted, unless otherwise agreed between the Employer and the Union

c) Temporary Job Postings

A temporary vacancy, which is anticipated to last for more than ten (10) 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.

13.02 Information in Postings

The job posting notice shall contain the following information: nature of the position including the duration, qualifications, hours per week, starting shift and wage.

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 this article.

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 Role of Seniority in Promotions, Transfers & Staff Changes

In making staff changes, transfers, or promotions, where the qualifications and abilities of multiple candidates are relatively equal, the most senior candidate shall be awarded the position.

13.06 Trial Period

The successful applicant shall be placed on trial for a period of ten (10) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of ten (10) 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 himself 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 this article. If there are no unsuccessful applicants, then the position would be reposted.

13.07 Union Notification

The Union shall be notified in writing (hard copy or electronic) 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.

ARTICLE 14 - LAY-OFFS AND RECALLS

14.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce.

14.02 Role of Seniority in Lay-Offs

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

When a position has been identified for layoff, any contract, part-time or supply Employee performing the same duties as the identified position shall be laid off before a 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 or email to their most recent email address and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees who choose not to fill vacancies shall remain on 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 (except emergencies, or mandates), less than ten (10) working days prior to the effective day of layoff.

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 Grievance on Lay-Offs and Recalls

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

ARTICLE 15 - HOURS OF WORK

The following articles and provisions are intended to define the usual hours of work and shall not be construed as a guarantee of hours or work per day or per week, or of days of work per week

15.01 (a) Usual Hours of Work

The usual work hours for the Full Time Child Care Centre staff shall consist of at least 24 hours a week and a usual week shall consist of five (5) days (Monday to Friday). Regular Part-time Employees will not normally be employed for more than 24 hours per week.

(b) Work Schedule

- i) The usual work hours for the Drivers/Assistants starts no earlier than 6:30am and ends no later than 5:30 p.m.
- ii) The Kitchen Staff/Cook will operate an 8-hour shift, exclusive of lunch between the hours of 6:45 a.m. to 4:30 p.m.
- iii) The usual hours for Split Shifts start no earlier than 6:30 a.m. and end no later than 6:30 p.m.
- iv) The usual hours of operation for all Perry House are 6:30 a.m. to 6:30 p.m.

15.02 Program Time and Resources

(a) Program time will be provided at one hour per week per classroom, as scheduled by classroom needs.

(b) The Employer will not require employees to purchase program resources for their duties.

15.03 Flexible Working Hours/Weeks

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

15.04 Notice of Schedule

(a) The days and shifts of work of each Employee, including vacation periods, shall be posted in an appropriate place at least two (2) weeks in advance of the starting date of each schedule. The schedule will include the location of work. (i.e. classroom).

(b) Employees shall be notified of schedule changes not less than five (5) working days in advance except in cases of emergency or for reasons beyond the control of the Employer. The Employer shall be considered to have notified an employee if the Employer has sent an email to the employee's last known email address or left a message at the employee's last phone number on record.

15.05 Assignment of Prescheduled and Non-scheduled Time Off

- (a) When possible, room staff partners will cover each other's absences. Part-time employees will be offered the opening, or second shift based on their seniority and availability for any preplanned staff absence.
- (b) In the case of an unexpected absence (example: illness, family emergency) staff will endeavour to cover for their room partners with notice to the Employer until such time as a part-time or supply staff can attend the workplace.

15.06 Reporting

Employees who report for work at their regular starting time who have not previously been notified not to report and are sent home for any reason (i.e. work shortage) and are not in advance shall be paid a minimum of three (3) hours at their regular rate of pay. The Employer shall be considered to have notified an employee if the Employer has sent an email to the employee's last known email address or left a message at the employees last phone number on record at least one hour before the shift start.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

Time worked in excess of forty-one hours per week, such employees shall receive compensation and the rate shall be at one and one-half (1.5) the regular rate.

16.02 Overtime Rates

Overtime work shall be paid at the rate of time and one-half (1/2) for time worked over the Employee's regularly scheduled work week.

ARTICLE 17 - HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Employees may choose to use a single paid vacation day to observe a religious holiday. The employer will recognize the National Day for Truth and Reconciliation during the workday.

17.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, one (1) other day, mutually

agreed upon by the Union and the Employer, shall be deemed to be the Holiday for the purpose of this Agreement.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

Every permanent, full-time Employee will be entitled to accrue an annual vacation with a regular weeks' wages for each full week of vacation (or payment in lieu thereof), based on the date of permanent hire, as follows:

- a) An Employee will be allowed vacation at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days.
- b) An Employee will be allowed three (3) weeks of vacation commencing on their 5th anniversary.
- c) An Employee will be allowed four (4) weeks of vacation commencing on their 10th anniversary.
- d) An Employee will be allowed five (5) weeks of vacation commencing on their 15th anniversary.
- e) An Employee will be allowed six (6) weeks of vacation commencing on their 20th anniversary.
- f) Part-time, Contract, Supply Employees and Drivers or Drivers/ECA shall be paid vacation pay, on each paycheque on the following basis:
 - i. Year 1-4: Vacation Pay shall be calculated at 4% of gross earnings.
 - ii. Year 5-9: Vacation Pay shall be calculated at 6% of gross earnings.
 - iii. Year 10-14: Vacation Pay shall be calculated at 6.25% of gross earnings.
 - iv. Year 15-19: Vacation pay shall be calculated at 6.50% of gross earnings.
 - v. Year 20+: Vacation pay shall be calculated at 6.75% of gross earnings.
- g) Part-time, contract, supply, and Drivers or Drivers/ECAS are entitled to the same vacation leave as full-time employees. Vacation pay is received in lieu as the percentage above of their bi-weekly earnings.

18.02 Holidays During Vacation

A paid holiday occurring or observed during an employee's approved vacation shall not count as a vacation day used.

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 accrued but unused Vacation Pay

18.04 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

- (a) 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 for June requests and June 7th for July and August requests. They will be granted in accordance with seniority.
- (b) For vacations falling during the Christmas Holidays, vacation requests must be made no later than October 15th. The vacation schedule for this period will be posted by November 30th. They will be granted in accordance with seniority.
- (c) 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 the request.
- (d) Vacation schedules, once approved, shall not be changed, unless required due to operational needs arising from the availability of staff, and only once communicated to the affected employee.
- (e) Once a vacation is approved, if the employer advises an employee that a change is required:
 - i. The employer must reimburse the employee for actual out-of-pocket losses that will be incurred, as documented by the employee, or
 - ii. The employer may elect to allow the employee to continue with their approved vacation.

18.05 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period one-week periods, 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 the employee establishes by medical evidence to the satisfaction of the Employer that a serious illness or accident, requiring medical care and disabling the employee occurred while on vacation.
- b) The Employer will make its best efforts to reschedule vacation for an employee whose vacation would be interrupted as a result of a serious illness occurring immediately prior to the scheduled vacation, provided such has been established by medical evidence.

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.

18.08 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

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

19.02 Amount of Sick Leave

Every full-time or part-time employee will be entitled to accrue ten (10), days of sick time in each calendar year (at the rate of one sick day for every five consecutive weeks of active duty). Once an employee has accrued 10 sick days, they will not accrue further sick days.

Employees can carry over from the previous calendar year any unused sick time, but no employee will be entitled to be paid more than 10 sick days in any calendar year. Unused sick days at the end of employment have no value and will not be paid out.

19.03 Proof of Illness

Following three (3) 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.

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. Sick days have no cash value at the end of employment.

19.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of their scheduled shift;

provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

19.07 Medical Care Leave

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

Permission to be absent for such reason will be subject to operational needs. Adequate notice is required in advance.

19.08 Return to Work / Modified Work

The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have been absent from work due to injury or illness. The Employer and the Union will work together to identify work suitable for employees returning to work and make reasonable efforts to accommodate. A joint and confidential meeting of Supervisor and President of the Local or their designate will be held with each returning employee to discuss and create a reintegration plan and modified work, if required. Human Resources may be consulted to assist. Notwithstanding the foregoing, the provisions of the Ontario Human Rights Code relating to disability and accommodation continue to apply.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 General Leave

An employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employer may grant such leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request is to be in writing and approved by the Employer. Employees on an approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave will not affect any vacation, sick leave credits or seniority that has accumulated before the leave.

Medical, dental, and other insurance coverage under this Agreement will continue if the Employee pays the full premium for such coverage. If payment is not received from the Employee within thirty (30) days of being notified the amount of the coverage will be terminated

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 request in writing and giving no less than three (3) weeks' notice, to the employer, an employee elected or appointed to represent the union at union functions, conventions, and seminars may 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 and benefits. This leave is subject to the operational needs of the centre.

20.05 Family Leave

(A) In this section, "qualified health practitioner" means,

- (a) a person who is qualified to practise as a physician under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (3),
- (b) a registered nurse who holds an extended certificate of registration under the Nursing Act, 1991 or an individual who has an equivalent qualification under the laws of the jurisdiction in which care or treatment is provided to the individual described in subsection (3), or
- (c) in the prescribed circumstances, a member of a prescribed class of health practitioners.

"week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.

(B) Entitlement to leave

An employee is entitled to a leave of absence without pay of up to 28 weeks to provide care or support to an individual described in subsection (C) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.

(C) Subsection (B) applies in respect of the following individuals:

1. The employee's spouse.
2. A parent, step-parent or foster parent of the employee or the employee's spouse.
3. A child, step-child or foster child of the employee or the employee's spouse.
4. A child who is under legal guardianship of the employee or the employee's spouse.
5. A brother, step-brother, sister or step-sister of the employee.
6. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse.
7. A brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee.
8. A son-in-law or daughter-in-law of the employee or the employee's spouse.
9. An uncle or aunt of the employee or the employee's spouse.

10. A nephew or niece of the employee or the employee's spouse.
11. The spouse of the employee's grandchild, uncle, aunt, nephew or niece.
12. A person who considers the employee to be like a family member, provided the prescribed conditions, if any, are met.
13. Any individual prescribed as a family member for the purposes of the Employment Standards Act.

(D) Earliest date leave can begin

The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in subsection (B) begins.

(E) Latest date employee can remain on leave

The employee may not remain on a leave under this section after the earlier of the following dates:

1. The last day of the week in which the individual described in subsection (C) dies.
2. The last day of the 52-week period starting on the first day of the week in which the period referred to in subsection (B) begins.

For greater certainty, but subject to subsection (E), if the amount of leave that has been taken is less than 28 weeks it is not necessary for a qualified health practitioner to issue an additional certificate under subsection (2) in order for leave to be taken under this section after the end of the period referred to in subsection.

(F) Two or more employees

If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed 28 weeks during the 52-week period referred to in paragraph (2) of subsection (E) that applies to the first certificate issued for the purpose of this section.

(G) Full-week periods

An employee may take a leave under this section only in periods of entire weeks.

(H) Advising employer

An employee who wishes to take leave under this section shall advise the employer in writing that he or she will be doing so.

If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it.

(I) Copy of certificate

If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in subsection (B) as soon as possible.

(J) Further leave

If an employee takes a leave under this section and the individual referred to in subsection (C) does not die within the 52-week period referred to in paragraph 2 of subsection (E), the employee may, in accordance with this section, take another leave and, for that purpose, the reference in subsection (F) to “the first certificate” shall be deemed to be a reference to the first certificate issued after the end of that period.

20.06 Pregnancy Leave

- (a) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.
- (b) (2) An employee may begin her pregnancy leave no earlier than the earlier of,
 - a. the day that is 17 weeks before her due date; and
 - b. the day on which she gives birth.
 - c. Clause (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.
- (c) An employee may begin her pregnancy leave no later than the earlier of,
 - a. her due date; and
 - b. the day on which she gives birth.
- (d) An employee wishing to take pregnancy leave shall give the employer,
 - a. written notice at least two weeks before the day the leave is to begin; and
 - b. if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.
- (e) An employee who has given notice to begin pregnancy leave may begin the leave,
 - a. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - b. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.
- (f) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (d) does not apply and the employee shall, within two weeks after stopping work, give the employer,
 - a. written notice of the day the pregnancy leave began or is to begin; and

- b. if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - i. in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - ii. in any other case, the due date and the actual date of the birth, still-birth, or miscarriage.
- (g) An employee's pregnancy leave ends,
 - a. if she is entitled to parental leave, 17 weeks after the pregnancy leave began.
 - b. if she is not entitled to parental leave, on the day that is the later of,
 - i. 17 weeks after the pregnancy leave began, and
 - ii. 12 weeks after the birth, still-birth, or miscarriage.

(h) Ending leave early

An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.

(i) Changing end date

An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

- i. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- ii. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

(j) Employee Not Returning

An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

20.07 Parental Leave

- (a) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care, and control for the first time.

- (b) An employee may begin parental leave no later than 78 weeks after the day the child is born or comes into the employee's custody, care, and control for the first time.
- (c) Despite subsection (b), an employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care, and control for the first time if that day was before the day subsection 32 (2) of Schedule 1 to the Fair Workplaces, Better Jobs Act, 2017 came into force.
- (d) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care, and control for the first time.
- (e) Subject to subsection (g), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.
- (f) An employee who has given notice to begin parental leave may begin the leave,
 - a. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - b. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.
- (g) If an employee stops working because a child comes into the employee's custody, care, and control for the first time earlier than expected,
 - a. the employee's parental leave begins on the day he or she stops working; and
 - b. the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.
- (h) An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise.
- (i) An employee may end his or her parental leave earlier than the day set out in subsection (h) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.
- (j) An employee who has given notice to end his or her parental leave may end the leave,
 - a. on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - b. on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

- (k) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

20.08 Bereavement Leave

- a) In the event of the death of an employee's spouse, child or parent, or sibling the Employee will be entitled to leave of absence without loss of pay for three (3) days.
- b) In the event of the death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employee will be entitled to leave of absence without loss of pay for one (1) day.
- c) Where the burial occurs at a locale in excess of 500 kilometers, such leave will include reasonable travelling time, the latter not to exceed two (2) days without pay. Additional days without pay may be granted. The Employee will be allowed to save one day to attend the memorial service.

20.09 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the amount of their lost pay received. The employee will forthwith pay the employer the amount received by the employee for jury service or court witness duty, (excluding payment for travelling, meals, or other expenses).

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee shall be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

21.02 Pay on Transfer, Lower-rated Job

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

21.03 Education and Professional Fees

- a) The Employer agrees to pay all wages and costs of any upgrading or courses that are specifically required to be taken by the Employer.
- b) Where an Employee is required to maintain a certification that pertains to their position, the Employer will pay for the fees associated with that certification. This will not be interrupted by a temporary reassignment or secondment.
- c) The Employer will provide postings of any upcoming professional development opportunities on an ongoing basis that will be open to all staff.

21.04 Payroll Error

A payroll error resulting in underpayment of greater than \$75.00 will be rectified by the Employer within three (3) working days of being notified.

21.06 Responsibility Premium

The employer shall designate up to two employees on each day as "Building Closer". The employees designated as Building Closer shall be entitled to a responsibility premium of \$1.50 for each day with such responsibility.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all Employees. All part time employees are entitled to benefits.

22.02 Benefit Coverage

The Employer shall continue to pay 50% of the premium cost to continue the employee benefits as set out in the Sun Life benefit booklet dated November 1, 2008, a copy of which has been provided to the Union. Nothing in this clause prevents the changing of carriers or benefits as provided for in this collective agreement.

22.03 Changes to Benefits

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

22.04 Responsibility

The Employer is responsible only for the payment of its portion of the premiums required to obtain policies of insurance to provide the benefits set out above.

22.05 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. The Employer will advise the Union of such changes before making such a substitution.

22.06 Overage Dependents

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

22.07 Continuation of Benefits

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

(a) While an employee is on a paid leave of absence

- (b) While an employee is on pregnancy and parental leave
- (c) While absent due to illness until the employee is eligible to apply for LTD benefits (whether or not such benefits are received)
- (d) While on layoff, provided the employee pays, in advance, 100% of the premium cost to continue such benefits.

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of six (6) months, following the death of a full-time Employee, other than a retiree.

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 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 in good faith, that it would be unsafe or unhealthy for them, 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. Such employees shall be treated in accordance with applicable legislation.

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 Employment Standards Pay in Lieu of Notice

When the employer ceases operations completely, employees shall receive notice or pay in lieu of notice equal to 1 week for every year of service (to a maximum of eight weeks).

ARTICLE 25 - CHILD/STAFF RATIO

25.01 Ratios

The Employer and the Union agree that a reasonable ratio of staff to children in the Child Care Center is essential if the children's physical, intellectual, and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees to abide by the Child Care and Early Years Act 2014, as a minimum standard.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Proper accommodation

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

26.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.03 Retroactivity

- (a) Increases to the salary schedule shall be retroactive to (date: first day of new Collective Agreement.
- (b) 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.
- (c) All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

ARTICLE 27 - DURATION

27.01 Effective Date

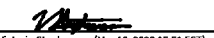
The term of the Agreement shall be from the date of Ratification to December 31, 2024.


27.02 Changes in Agreement

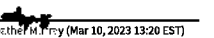
Any changes deemed necessary in this Agreement may be made by mutual agreement and in writing, at anytime during the existence of the Agreement.

Signed at Oshawa, Ontario this 10th day of March 2023

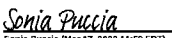
For the Union:

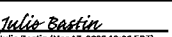

Victoria Stephenson (Mar 10, 2023 15:51 EST)


Veronica Lee (Mar 10, 2023 17:21 EST)


Hezthe M. Fry (Mar 10, 2023 13:20 EST)

For the Employer:


Sonia Puccia (Mar 17, 2023 11:59 EDT)


Julie Bastin (Mar 17, 2023 12:06 EDT)

Schedule "A" – Wage Chart

BUS DRIVER/ASST & COOK	NEW	AFTER PROBATION	LEVEL 1 (2-9 YRS)	LEVEL 2 (10-19)	LEVEL 3 (20yr+)
On Ratification	18.77	18.93	19.89	20.91	22.58
From January 1, 2024	19.09	19.26	20.23	21.27	22.97
ASSISTANT					
On Ratification	18.57	18.82	19.43	20.45	22.48
From January 1, 2024	18.89	19.14	19.77	20.80	22.87
Assistant Supply					
On Ratification	18.00				
From January 1, 2024	18.31				
RECE					
On Ratification	20.60	20.85	21.82	22.73	24.76
From January 1, 2024	20.96	21.21	22.20	23.12	25.19
RECE Supply					
On Ratification	20.14				
From January 1, 2024	20.49				

A "Wage Enhancement" (currently \$2.00/hour on actual hours worked), will continue to be paid to all positions (except Cook), so long as the government funding is offered, and the positions are eligible.

As a CWLECC member, RECE's who do not earn at least \$25.00 per hour (inclusive of Wage Enhancement) will receive.

\$1.00 per hour worked, from the Ontario Government until they earn \$25.00 per hour. This additional amount is paid from January 1, 2023 and only to the RECE position – not any other.

The Employer shall pay a signing bonus of the senior RECE (less required withholdings) equal to \$800 following ratification and a further \$675 on January 1, 2024.

In the event that the Town of Whitby, the Region of Durham or the Provincial Government or any other funding agency provides extra funding, unrelated to the current pay equity settlements, specifically targeted to enhance/upgrade the salaries of all employees, Management will make all efforts to secure/apply for those funds.

LETTER OF UNDERSTANDING

between

Perry House Child Care Services
(Hereinafter referred to as the “Employer”)

and

Canadian Union of Public Employees L2936-14
(Hereinafter referred to as the “Union”)


Re: RRSP


Perry House Child Care Services (“The Employer”), will provide assistance to any bargaining unit employee who wishes to establish a Registered Retirement Savings Plan.


The Employer will explore with its payroll provider whether employees may request withholding and remittance of RRSP contributions on each paycheque.

Signed at Oshawa, Ontario this 10th day of March 2023

For the Union:


Victoria Stephenson (Mar 10, 2023 15:51 EST)


Veronica Lee (Mar 10, 2023 17:21 EST)


Heath Murray (Mar 10, 2023 13:20 EST)

For the Employer:


Sonia Puccia (Mar 17, 2023 11:59 EDT)


Julie Bastin (Mar 17, 2023 12:06 EDT)