



**COLLECTIVE AGREEMENT**

*between*

**GREAT BEGINNINGS CHILD-CENTERED CO-OPERATIVE INC.**

*and*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

*and it's LOCAL 543.8*

**TERM OF AGREEMENT**

**AUGUST 1, 2022 to JULY 31, 2025**

## **TABLE OF CONTENTS**

ARTICLE 1 - PREAMBLE .....	2
ARTICLE 2 - MANAGEMENT RIGHTS .....	2
ARTICLE 3 - SCOPE AND RECOGNITION .....	2
ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT .....	4
ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT .....	5
ARTICLE 6 - CHECK-OFF OF UNION DUES .....	5
ARTICLE 7 - CORRESPONDENCE .....	6
ARTICLE 8 - COMMITTEES AND UNION OFFICERS .....	6
ARTICLE 9 - HEALTH AND SAFETY .....	8
ARTICLE 10 - PERSONNEL RECORDS .....	9
ARTICLE 11 - SENIORITY .....	9
ARTICLE 12 - HOURS OF WORK .....	12
ARTICLE 13 - PROMOTIONS AND STAFF CHANGES .....	16
ARTICLE 14 - JOB CLASSIFICATION AND RECLASSIFICATION .....	18
ARTICLE 15 - LAYOFFS AND RECALLS .....	18
ARTICLE 16 - LEAVES OF ABSENCE .....	19
ARTICLE 17 - DISCHARGE, DISCIPLINE AND SUSPENSION .....	22
ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE .....	23
ARTICLE 19 - PAID HOLIDAYS .....	25
ARTICLE 20 - VACATION .....	26
ARTICLE 21 - SICK LEAVE PROVISIONS .....	28
ARTICLE 22 - HEALTH AND WELFARE BENEFITS .....	29
ARTICLE 23 - GENERAL CONDITIONS .....	30
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES .....	30
ARTICLE 25 - TERM OF AGREEMENT .....	31
ARTICLE 26 - COPIES OF AGREEMENT .....	32
WAGE SCHEDULE .....	33
LETTER OF UNDERSTANDING .....	34
RE: Home Child Care Program .....	34
LETTER OF UNDERSTANDING .....	35
RE: Non-E.C.E. Classroom Teachers .....	35
LETTER OF UNDERSTANDING .....	36
RE: OEY Site (Bloomfield Rd.) .....	36

## **ARTICLE 1 - PREAMBLE**

1.01 It is the purpose of both parties to this Agreement:

- 1) To promote and maintain harmonious relations between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, services, etc.
- 3) To establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 4) To encourage efficiency in operations.
- 5) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges and recognizes the right of the Employer to hire, classify, direct, assign, layoff, promote, transfer, suspend and discharge employees for just cause. The Employer shall exercise its rights in a fair and reasonable manner. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.
- 2.02 The Employer shall have the right and authority to make, enforce and alter from time to time rules and regulations to be observed by all employees provided that no such rules and regulations are inconsistent with the terms of this Agreement. Prior to the implementation of such rules and regulations, a representative of the Employer will discuss the same with the Unit Chairperson. Any new or altered rules or regulations shall be posted on the bulletin board at the work location, for not less than five (5) working days prior to implementation.

## **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employee and its Local 543.8 as the sole and exclusive bargaining agent for all of its employees save and except permanent Assistant Supervisors and persons above the rank of permanent Assistant Supervisor. For the purposes of clarity, the Parties agree that volunteers, co-op students and parents are not employees and are therefore excluded from the bargaining unit.

### 3.02 Employee Definitions

(a) Full-time:

An employee who regularly works twenty-five (25) hours or more per week.

(b) Part-time:

An employee who regularly works less than twenty-five (25) hours per week.

(c) Supply:

An employee who replaces a full-time or a part-time employee on a call-in basis.

(d) Temporary:

An employee who is hired on a full-time or part-time basis to replace a permanent employee who is on an approved absence save and except vacation of more than **five (5)** weeks but no more than one year. Extension may be granted with Union and Employer agreement based on Article 11.04 (f).

- 3.03 (i) Employees whose jobs are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit if the performance of such work results in the layoff or reduction of scheduled hours of employees in the bargaining unit. In the event a non-bargaining unit employee is required to work three (3) or more continuous hours performing bargaining unit work on consecutive working days a bargaining unit employee will be scheduled to perform such work. The Employer will not abuse this provision.

(ii) Parents, Volunteers and Co-op Students

The Employer and the Union expressly recognize that Great Beginnings Child Centered Co-Operative Inc. is an organization that relies upon and encourages, as part of it's "family centered" focus the involvement of parents, volunteers and co-op students.

The parties acknowledge that the practice of utilizing parents, volunteers and co-op students will continue as it has in the past. The parties further acknowledge that the assistance of parents, volunteers and/or co-op students will not factor into the ratio of staffing as prescribed by the Child Care and Early Years Act, and that no employee will be laid off as a result of parental, volunteer or co-op student involvement and that no parent, volunteer or co-op student will perform work that a laid-off employee would regularly perform while that employee is on lay-off.

- 3.04 No employee shall be required or permitted to make a written or verbal Agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- 3.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, including the Local President, when dealing or negotiating with the Employer. Such representative(s) will be given access to the Employer's premises with the prior arrangement of the Executive Director, or his/her designate, in order to deal with matters arising out of this Collective Agreement.
- 3.06 The Union acknowledges that Union officers, committee members and stewards have regular duties to perform on behalf of the Employer. As such, Union officers, committee members and stewards shall not leave their regular duties without receiving permission from their immediate Supervisor. Time spent carrying out their functions under this Collective Agreement shall be considered as time worked however, time spent other than to attend grievances, disciplinary meetings other meetings prescribed by this Collective Agreement or requested by the Employer shall be reimbursed to the Employer by the Union.

#### **ARTICLE 4 - NO DISCRIMINATION OR HARASSMENT**

- 4.01 The Employer and the Union agree that there will be no discrimination or harassment exercised or practiced as defined by the Ontario Human Rights Code and/or any other acts or legislation.
- 4.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 4.03 Complaints under this Article will be dealt with by the filing of a grievance at Step 2 (Executive Director) of the Grievance Procedure or in accordance with the Great Beginnings Code of Conduct.
- 4.04 The Parties agree that due to the nature of this type of complaint, it shall be promptly investigated and appropriate action shall be taken.
- 4.05 Every effort shall be made and maintained by the Parties to treat the complaint in a confidential manner. The Parties further agree that the complainant shall not be removed from his/her area of work unless the Parties hereto agree.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

### **5.01 Membership Requirement**

As a condition of employment, all present and future employees shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union.

### **5.02 Potential Employees**

The Employer agrees to acquaint all potential employees with the fact that a union Agreement is in effect and with the conditions of employment set out in this Article and the Article dealing with Union dues check-off.

### **5.03 Interviewing Opportunity**

- (a) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative. A Union Steward or Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his/her responsibilities and obligations to the Employer and the Union.
- (b) At the beginning of each week, a notice will be posted on the Union board as to the availability of the Unit Chair for a 30 period of time during their regular working hours. The Chairperson can answer any general questions of the bargaining unit staff. Any pending issues or grievances should be handled as per the Collective Agreement. Wages will be reimbursed by CUPE for this time.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 As a condition of employment or continued employment, the Employer will deduct from each employee in the bargaining unit on a per pay basis, an amount equivalent to the union dues currently in effect in accordance with the Constitution and the By-laws of the Union. The amount so deducted shall be remitted by the Employer to the Secretary-Treasurer of C.U.P.E. Local 543 on or before the 15<sup>th</sup> day of the month following the month in which such deductions were made unless otherwise required by law. Such remittance shall be accompanied by a list of employees on whose behalf the deductions were made indicating whether the employees are full-time or part-time. **Furthermore, a ten dollar (\$10.00) one time deduction will be deducted from the employees first pay as their assessment fee and sent to the Secretary-Treasurer of CUPE Local 543, which would be highlighted and included in the monthly remittance.**

- 6.02 The Union shall indemnify the Employer and save it harmless from any or all claims, demands, actions or causes of action, which may arise either from deduction of dues as aforesaid or any action taken against an employee at the request of the Union.
- 6.03 The Employer agrees to include upon the Income Tax (T-4) slips which are made available to employees the amount of union dues remitted on behalf of the employee to the Union in the tax year for which the T-4 slip is issued.

#### **ARTICLE 7 - CORRESPONDENCE**

- 7.01 Unless otherwise specified in this Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or his/her designate and the Unit Chairperson, with a copy to the President of the Union. Nothing in this Article will preclude the Employer from corresponding with the CUPE National Representative or from the CUPE National Representative with the Executive Director where deemed necessary.

A copy of any correspondence between the Executive Director, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Unit Chairperson, with a copy to the President of the Union. Nothing in this Article will preclude the Executive Director from also forwarding copies of such correspondence to the CUPE National Representative, where deemed necessary.

#### **ARTICLE 8 - COMMITTEES AND UNION OFFICERS**

##### **8.01 Representatives**

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

In order that this may be carried out, the Union will inform the Employer in writing, of all present and newly elected officers, committee members, steward(s) and any other official of the Union and from time to time keep the Employer apprised of any change in their elected officials. The Employer shall not recognize any Union representative until the official notification has been received.

## 8.02 Negotiations

### (a) Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Local sub-unit. The sub-unit Chairperson and the sub-unit Steward shall be standing members. The President of the Union and the CUPE National Representative shall be standing members of the Union Bargaining Committee. In the event that the President of the Union is from the Local sub-unit, they shall be counted amongst the three (3) members of the Local sub-unit.

### (b) Meeting of Committee

Bargaining committee meetings will be held at a time and location that is mutually agreed upon. Time spent attending negotiation sessions with the Employer will not result in a committee member suffering any loss of pay or benefits.

### (c) Technical Information

The Employer shall, once in receipt of a written request from the Union, make available any information required by the Union:

- (i) within the Employer's possession with respect to job descriptions, positions in the bargaining unit, job classifications and wage rates; and
- (ii) within the Employer's possession, power and control with respect to financial and actuarial information pertaining to pension and welfare plans that the Union considers pertinent for collective bargaining purposes.

## 8.03 Labour Management Committee

- (a) A Labour Management Committee shall be elected or appointed and consist of not more than two (2) members of the Local sub-unit and two (2) members of the Employer. The President of the Local and the CUPE National Representative shall be ad hoc members of the Committee.

### (b) Meeting of Committee

At the request of either party, a meeting will be scheduled once every two (2) months at a mutually agreeable time and place, to discuss matters or issues relating to the workplace. Additional meetings may be scheduled with the written agreement of both parties. An agenda must be supplied by the party requesting the meeting to the other party at least forty-eight (48) hours prior to the said meeting. Such meetings are not intended to replace or interfere with the established bargaining or grievance and arbitration procedures of this Agreement. Time spent attending Labour



Management meetings with the Employer will not result in a committee member suffering any loss of pay or benefits.

- (c) The party who prepares an agenda for a Labour Management Committee meeting shall post the agenda prior to the meeting.

The party who prepares the agenda shall prepare a summary of the status of items discussed at the meeting. Such summary will be presented for approval as to content to the other party, signed and each party will receive a copy of the summary.

#### **8.04 Stewards**

The Employer agrees to recognize two (2) Union Stewards elected or appointed from among the employees in the bargaining unit. The Employer will recognize an alternate steward in the event the two (2) Stewards are absent.

- 8.05 The duty of the steward(s) shall be to represent employee(s) and to process grievances as outlined in the grievance procedure of this Agreement.

- 8.06 The Union acknowledges that the steward(s) have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their Supervisor as the case may be. Such permission shall not be withheld unreasonably.

Such time as is reasonably spent by the Steward(s) to perform their duties in accordance with the terms of this collective agreement shall be considered as time worked. The Union agrees not to abuse this provision.

- 8.07 Upon the imposition of any discipline or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative.

Notwithstanding any of the above provisions in Article 8, all meetings held between the parties shall be during the regular hours of operation of the Employer and employees shall not suffer any loss of wages or benefits.

### **ARTICLE 9 - HEALTH AND SAFETY**

#### **9.01 Co-operation on Safety**

The Union and the Employer shall co-operate in promoting and improving 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.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Health and Safety Article.

#### 9.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.

#### 9.03 Health and Safety Committee

The parties agree to establish a Health and Safety Committee comprised of two (2) Union representatives and two (2) Employer representatives in order to fulfill the requirements of the Occupational Health and Safety Act. The Union shall notify the Employer in writing of the name of their Representatives. The Health and Safety Committee shall hold meetings on a quarterly basis or more frequently if agreed by the parties for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Union Health and Safety Representatives shall have the right to participate in the monitoring of the work place and to accompanying government inspectors on inspection tours. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

#### 9.04 Health and Safety Committee Pay Provisions

Members of the Health and Safety Committee will be paid their regular wages for time spent on Health and Safety Committee business where the time is during the employee's regular hours of work.

#### 9.05 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 Step 1 of the grievance may be by-passed.

### **ARTICLE 10 - PERSONNEL RECORDS**

10.01 An employee shall have the right outside of their normal working hours, to have access to and review their personnel files in the presence of the Executive Director or designate. Employees wishing access to their files shall give the Executive Director at least one (1) working day's notice in writing. An employee shall have the right to request and receive copies of any material contained in his/her personnel record. A copy of any document placed in an employee's personnel file which might be the basis of disciplinary action, shall be supplied concurrently to the employee who shall acknowledge having received the document by signing the file copy.

### **ARTICLE 11 - SENIORITY**

#### 11.01 Seniority Defined:

Seniority for permanent full-time and permanent part-time employees shall commence on the date of hire into a permanent position in the bargaining unit

and shall include service with the Employer prior to the certification or recognition of the Union. A temporary employee hired into a permanent position without a break in service shall have their seniority backdated to the most recent date of hire into the temporary position to a maximum of one year.

A supply employee hired into a permanent position shall carry forward seniority accrued as a supply employee up to a maximum of one year. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit wide basis.

#### 11.02 Seniority List:

- (a) The Employer shall maintain a Permanent Employee Seniority List and a Supply Employee Seniority List showing the employee's name, classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, they shall be placed on the seniority list in order of their date and time of application. Up to date seniority lists to January 1<sup>st</sup> and July 1<sup>st</sup> shall be sent to the Union and posted on the bulletin board by January 15<sup>th</sup> and July 15<sup>th</sup> of each year. The Seniority Lists shall be deemed to be correct if not challenged in writing within thirty (30) calendar days' of its posting.
- (b) Seniority shall be calculated for supply employees on the basis of 1500 hours of completed work being the equivalent of one (1) year. However no more than one (1) year seniority shall be credited in a twelve (12) month period. Supply's filling a temporary position for a full or part-time employee will continue to accrue hours while in the temporary position. Seniority for posting purposes will be recognized by accumulated hours of service.
- (c) Permanent employees who transfer to the Supply Employee pool from permanent staff shall carry forward seniority credits from the Permanent Employee Seniority List.

#### 11.03 Probation for Newly Hired Employees:

A newly hired employee shall be on probation for the first sixty (60) days worked. For supply employees the probationary period shall be two hundred and forty (240) hours worked or twelve (12) months which ever come first. Unless otherwise indicated, during the probationary period the employee shall be entitled to all rights and benefits of this Agreement. Upon the completion of the probationary period, the employee's name shall be added to the seniority list as of the first day worked.

11.04 Seniority will be lost and employment will be terminated if:

- (a) An employee is discharged and is not reinstated pursuant to the grievance procedure and/or arbitration procedure as herein provided;
- (b) He/she resigns and does not withdraw the resignation in writing within two (2) working days immediately thereafter;
- (c) He/she fails to return to work within ten (10) working days following a lay-off and after receiving notice by registered mail to do so, unless during such period written permission is received from the Employer to extend the date of return to work. Where the notice of receipt is not returned to the Employer within three (3) working days, the Employer will contact the Union so the Union may attempt to contact the employee;
- (d) An employee fails to report for work for three (3) consecutive working days without notifying the Employer, or providing a satisfactory reason for such failure;
- (e) An employee is laid off for a period in excess of **twenty-four (24)** consecutive months as per Article 15.01;
- (f) An employee who is off for a minimum of twenty-four (24) months or longer with the Executive Directors permission due to illness or injury. When they return they will be returned to their pre-illness/injury position with the Employer.
- (g) An employee accepts other employment while on leave of absence without written permission of the Employer. Such permission will not be unreasonably withheld;

11.06 All employees are required to provide the Employer with up to date addresses and telephone numbers and the Employer shall not be responsible for the failure of the employee to receive any notice under the provisions herein if such employee has not complied with this requirement.

11.07 Transfer and Seniority Outside Bargaining Unit

(a) Permanent Position

No employee shall be transferred to a position outside the bargaining unit without his/her written consent. If the employee accepts a permanent position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their former position in the bargaining unit within thirty (30) calendar days. If an employee returns to the bargaining unit, he/she shall be returned to his/her former position and wage rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of

positions shall also be returned to his/her former positions and wage rate, without loss of seniority.

(b) Temporary Position

In the event that a seniority employee accepts a temporary position of not more than one (1) year with the Employer outside of the bargaining unit the employee will retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority for the period of the temporary position. Upon completion of the temporary position the employee shall return to the bargaining unit at his/her former position and wage rate. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position and wage rate.

11.08 Supply Employees

- (a) Supply employees must be available and agree to work a shift of a regular employee. Refusal of three (3) shifts in one (1) month period will result in removal from the supply list. Special circumstances may be considered by the Employer.
- (b) Supply employees will make themselves available for at least three (3) full business days per week. Employees may be called in for no less than three (3) hours save and except employees called in to work at Ontario Early Years Child & Family Centres, whom may be called in for no less than two (2) hours.
- (c) Upon two (2) weeks notice, a supply employee may be unavailable for call-in for two (2) one (1) week periods per year.

**ARTICLE 12 - HOURS OF WORK**

12.01 Regular Daily Hours

(a) Child Care Centre

- (i) The regular daily hours shall not commence before 6:45 a.m. nor finish later than 6:00 p.m. Monday to Friday. Hours are subject to change. No employee shall be scheduled to work greater than eight (8) consecutive hours per day.
- (ii) Full-time ECE and Classroom Teachers (non ECE) shall be provided with up to forty-five (45) minutes per week for curriculum planning. Anyone in a temporary full-time ECE and Classroom Teacher (non ECE) position is also entitled to 45 minutes per week of curriculum planning.

Supply teachers that are scheduled to work forty (40) hours per week, and a minimum of ten (10) consecutive days shall be entitled

to 45 minutes per week of curriculum planning.

**(iii) School Age**

**Hours are subject to change when children are present for the day. The employee with the highest seniority that posted into that room will have the first right of start time.**

**(iv) When a seniority employee fills in for another classification they will be given the shift needed but with no loss of wages or hours.**

**(b) Home Child Care Program**

The regular daily hours shall not commence before 7:30 a.m. nor finish later than 4:30 p.m. Monday to Friday. No employee shall be scheduled to work greater than eight (8) consecutive hours per day.

**(c) Ontario Early Years Child & Family Centres**

The regular daily hours shall not commence before 8:30 a.m. nor finish later than 4:30 p.m. Monday to Friday. No employee shall be scheduled to work greater than eight (8) consecutive hours per day.

**(d) Administration**

The regular daily hours shall not commence before 8:30a.m. nor finish later than 4:30 p.m. Monday to Friday. No employee shall be scheduled to work greater than eight (8) consecutive hours per day.

**(e) In the event an employee is required to work in excess of eight (8) hours per day in the Child Care Centre, Ontario Early Years Child & Family Centres or Administration programs, they shall receive a fifty cent (\$0.50) premium for each hour in excess of eight (8) hours that they remain at work up to the point that the employee has worked forty-two (42) hours.**

In the event an employee is required to work in excess of eight (8) hours per day in the Home Child Care Program they shall receive a fifty cent (\$0.50) premium for each hour in excess of eight (8) hours that they remain at work up to the point that the employee has worked forty-two (42) hours.

**(f) No split shifts will be scheduled without the consent of the employee and the Union. Such consent will not be reasonably withheld by the Union.**

**(g) In the event of an expansion in services, the Employer reserves the right to establish the hours to maintain the operational needs of the organization. This would be in accordance with Article 12.03.**

#### 12.02 Additional Hours

- (a) Additional available hours shall be offered first to full-time and part-time employees by seniority to a maximum of forty (40) hours per week at their regular job rate.
- (b) Supply employees will be called in on an "as needed" basis with the remaining available hours to be offered to supply employees by seniority, provided continuity of care for the program is maintained.

#### 12.03 Working Schedule

- (a) 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.
- (b) Child Care Centre
  - (i) Full-time employees in the Child Care Centre shall be entitled to select from the available shift schedules within their classification based upon seniority, subject to the Employer being able to maintain adequate qualified staff. Any change to the shift schedule of more than thirty (30) minutes in either direction from the original shift schedule into which they posted will be subject to a re-selection process for the full-time employees.
  - (ii) Employees shall indicate their preference to work with a specific age group of children (e.g. Toddler, Junior, Senior). The Employer shall take employee **request** into consideration, **no request will be unreasonably denied**. Where an employee's **request** is not accommodated, the Employer will provide a written explanation to the employee.
  - (iii) **Employees will be provided with a document indicating the available shifts and classrooms. Employees will fill in the document based on seniority. This process will be conducted yearly in the month of August for an implantation date of September.**

12.04 Permanent full-time and part-time employees may be permitted to exchange shifts providing that all scheduled hours and ratio requirement are met and the employees have the consent of the immediate supervisor.

#### 12.05 Paid Rest Period

- (a) Employees working a shift in excess of six (6) hours will be granted one (1) paid rest period of fifteen (15) minutes each half shift.

- (b) Employees working a shift in excess of three (3) hours but not more than six (6) hours will be granted one (1) paid rest period of fifteen (15) minutes.

Employees may with approval of their supervisor, take their paid breaks contiguous with their lunch period.

#### 12.06 Reporting Pay

Employees who report for work at the commencement of their regular shift when they have not been previously notified not to report and for whom regular work is not available, shall be provided with three (3) hours of work or, if the Employer elects, three (3) hours of pay in lieu, at their regular straight time hourly rate of pay.

Notification for the purpose of the above shall be two (2) hours of notice prior to the commencement of a shift.

- 12.07 The normal hours of work established by this Agreement shall not be construed as a guarantee of any hours of work nor of particular work schedules.

- 12.08 Any hours worked in excess of forty-two (42) hours per week will be paid at the rate of one (1) and one (1)-half (1 ½) times the employee's regular hourly rate of pay.

Any employee who works on a Saturday or Sunday shall be paid one and one half (1½) times the regular rate for all hours worked.

Overtime shall be offered to qualified employees based upon seniority. Overtime work shall be on a voluntary basis with the understanding that in the event there are no volunteers, in an emergency situation, the Employer shall assign overtime to the least senior qualified employee while maintaining appropriate staffing levels.

Notwithstanding anything in this Agreement, the following is not to be construed or applied as constituting overtime within the meaning of this Article:

- (a) attendance at all staff meetings where the employee has not worked in excess of forty-two (42) hours. Where this is the case, full and part-time employees will receive time off in lieu for time spent at the staff meeting.

Where the staff meeting causes an employee to work in excess of forty-two (42) hours per week they will receive overtime rate at one and one-half.

- (b) additional hours worked as a result of a voluntary exchange of hours with another employee.



12.09 An employee may choose to receive time off rather than payment, on overtime rate at a time mutually agreeable to the employee and Employer. Such approval shall not be unreasonably withheld.

12.10 Lunch Breaks

All employees who work a shift in excess of five (5) hours will be granted a forty-five (45) minute paid lunch break. When reasonably possible, and where employees are entitled to the same, employees may, with approval of their supervisor, add one or both fifteen (15) minute break contiguous with their lunch period.

**ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

13.01 When a new position is created, or when a vacancy of a permanent nature or a temporary vacancy of more than five (5) weeks occurs which the Employer intends to fill, the Employer shall notify the Union in writing and post a notice of the position on the bulletin board designated for Union purposes for a period of seven (7) working days. Positions shall be posted within one (1) week of the vacancy.

At the end of a temporary position, employees shall not be permitted to bump, but shall be returned to their previously held position. If their previous position no longer exists, they will be considered laid off and can exercise their seniority as prescribed in the Collective Agreement. Supply staff who fill temporary positions will be returned to the supply pool.

During the posting period and until the successful applicant is placed in the position, the Employer may fill the position by way of a temporary placement with the senior available supply employee.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, and a specific time in which applications will be accepted. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants".

13.03 No outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

#### 13.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (1) The principle of promotion within the service of the Employer;
- (2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 13.02 (Information in Postings). Appointment from within the bargaining unit will be made as soon as is reasonably practical, and in any event within thirty (30) calendar days of the completion of the posting, unless such times are extended by the Employer and the Union in writing. The job shall be filled within one (1) week of appointment.

#### 13.05 Trial Period

The successful applicant shall be given a trial period of **fifteen (15)** calendar days, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of **fifteen (15)** calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new position, the employee shall be returned to their former position and wage rate, without loss of seniority. Any other employee temporarily promoted or transferred because of the rearrangement of positions, shall also be returned to their former position, wage rate, without loss of seniority.

- 13.06 If the successful applicant does not complete the trial period, the Employer may select the next senior employee from among the previous candidates for the job posting.

#### 13.07 Notification to Employee and Union

Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin boards. The Union shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

#### 13.08 Training Courses

The Employer shall offer training courses from time to time. Such courses shall be posted on the bulletin board and outline the time, duration and location of the course and the qualifications required for the applicant so that interested employees may apply. The posting will also stipulate whether it is a paid or unpaid training course. Training opportunities will be equitably distributed among the staff as determined by the Employer. Time spent in such training shall be

considered to be time worked in cases where the employee would otherwise have been scheduled to perform work for the Employer.

## **ARTICLE 14 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **14.01 Job Description**

The Employer will provide the Union with job descriptions for all bargaining unit job classifications when requested.

14.02 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job significantly change. The Employer will notify the Union and provide a copy of the new job description.

14.03 In the event that a new classification is created, the Employer shall notify the Union and provide all relevant information concerning the proposed new classification. The parties shall meet within thirty (30) days to negotiate the salary range for the new classification. In the event that agreement is not reached on the rate, the Union shall have the right to grieve against such rate.

## **ARTICLE 15 - LAYOFFS AND RECALLS**

### **15.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force or a reduction in regular hours of work as defined in this Agreement which are attributable to a lack of work.

### **15.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a lay-off, the following shall apply;

- (a) All staff may elect to take a voluntary lay off in accordance with seniority, provided that the remaining employees have the necessary ability, skills and qualifications.
- (b) All supply and probationary employees will be laid off first, provided that the remaining employees have the necessary ability, skills and qualifications.
- (c) If further employees are to be laid off, employees shall be laid off in reverse order of their bargaining unit-wide seniority, provided that the remaining employees have the necessary ability, skills and qualifications.

Employees identified for lay off may bump any employee with less seniority, providing the employee exercising the right has the necessary ability, skills and qualifications to perform the work of the employee with less seniority.

### 15.03 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they have the necessary ability, skills and qualifications. Refusal of a call-in does not constitute refusal of recall as per Article 11.04.

### 15.04 No New Employees

No new employees shall be hired while employees are on layoff, subject to the right of the Employer to hire a new employee to fill a position that requires knowledge, skills or qualifications not possessed by employees on layoff. This article is not intended to limit the hiring of supply staff at any time.

### 15.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

### 15.06 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

### 15.07 A full-time or part-time employee who is laid off shall be entitled to call-in hours of work for which they are qualified at the appropriate job rate prior to the supply employees in the supply pool provided the laid off employee produces a written letter of request.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### 16.01 Negotiation Pay Provisions

Bargaining committee meetings will be held at a time and location that is mutually agreed upon. Time spent attending negotiation sessions with the Employer will not result in a committee member suffering any loss of pay or benefits.

### 16.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefit for the total time involved in grievance and arbitration.

### 16.03 Leave of Absence for Union Functions

When presented with a request in writing from the Union with as much advance notice as it is able to provide, (where it is possible two (2) weeks), the Employer shall, providing replacement staffing is secured, grant an unpaid leave of absence for up to five (5) days per employee, per request, for the purpose of

union business such as conventions, delegations and seminars.

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request during his/her term of office. The employee shall advise the Employer, in writing, as soon as possible of their nomination of election to a full-time position with the Union or its affiliate. If possible, the employee will notify the employer two (2) weeks in advance of their employment to a full-time position with the Union or its affiliate.

#### 16.04 Paid Bereavement Leave

- (a) Provided the employee was otherwise scheduled to work, seniority employees will be entitled to the following bereavement leave in accordance with the following:
  - (i) Absence due to death of an employee's spouse/partner, child (including foster or step-child), father/father-in-law/step-father, mother/mother-in-law/step-mother, brother, sister, grandchildren, son-in-law, daughter-in-law up to five (5) days with pay.
  - (ii) Absence due to death in the employee's immediate family up to three (3) days absence with pay. "Family" shall include the employee's brother-in-law, sister-in-law, grandparents/grandparents-in-law, great grandparents/great grandparents-in-law.
  - (iii) Absence due to death of an employee's aunt, uncle, niece, nephew one (1) day of absence with pay.

Reasonable proof of death will be provided upon request.

- (b) In recognition of the fact that circumstances which call for bereavement leave are based upon individual circumstances, the Employer, on request, may grant additional bereavement leave without pay but with no loss of benefits.

#### 16.06 Maternity and Parental Leave

- (i) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

The employees shall give written notice at least two (2) weeks prior to the intended date of commencement of the pregnancy leave, and must provide a certificate from a legally qualified medical practitioner or certified mid-wife stating the expected birth date. If special circumstances arise from the pregnancy and it is not possible to meet the notice obligation,

such notice as referred herein must be provided as soon as possible.

The employee may end the leave by giving at least four (4) weeks written notice of the intended date of return and at any time within the seventeen (17) week leave.

- (ii) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave if they are eligible for parental leave under the Employment Standards Act. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave or when the baby first comes into custody, care or control of the employee. An employee must give at least two (2) weeks notice of the date that the parental leave is to begin. Where a child comes into custody, care or control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided as soon as possible.

Parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise an earlier date if the employee gives at least four (4) weeks written notice of their intention to return to work.

- (iii) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier date by giving at least two (2) weeks notice.
- (iv) While on pregnancy or parental leave, the employee will continue to receive benefits.
- (v) An employee will continue to accumulate seniority and uninterrupted service during pregnancy and/or parental leave.
- (vi) Upon return to work, the employee shall be reinstated to the position they held at the time the leave commenced, if it still exists. or to a comparable position if it does not, at the wage level the employee was earning at time of the leave or would be earning if he/she had worked through the leave.
- (vii) Where this Article does not provide for a greater right or benefit, the Employment Standards Act, as amended, shall prevail.

#### 16.07 Paid Jury or Court Witness Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or crown witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings

for the lost time if the employee would otherwise have been scheduled to work and the payment received for jury service or court witness, excluding payment for traveling and meals. The employee will present proof of service and the amount received.

#### **16.08 Education Leave and Examinations**

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, an employee may request an unpaid leave of absence to write examinations which directly upgrade his/her employment qualifications. Such leave of absence shall be without loss of seniority and benefits.

#### **16.09 General Leave**

Upon application in writing to the Executive Director, thirty (30) days in advance, the Employer may in its discretion grant an unpaid leave of absence for legitimate personal reasons. An employee will not be granted a leave of absence for vacation purposes until they have exhausted all of their vacation credits. In the event of an emergency or other situation beyond the control of the employee where such notice cannot be given, the thirty (30) day notice may be waived. All health and safety benefits will cease at the end of the month in which the leave was granted. Vacation and sick time will be pro rated. Seniority will not accrue while on leave.

### **ARTICLE 17 - DISCHARGE, DISCIPLINE AND SUSPENSION**

- 17.01 An employee may be disciplined or dismissed for just cause by the Employer. The Employer shall not discipline, suspend, or discharge an employee without a Union steward being present.
- 17.02 A claim by a seniority employee alleging unlawful suspension or discharge shall be treated as a special grievance if a written statement of such grievance signed by the employee and the Union is lodged with the Executive Director, or designate, of the Employer within ten (10) working days of such suspension or discharge. Such grievance shall begin at Step 2 of the grievance procedure.
- 17.03 The Employer may discipline or dismiss a probationary or other non-seniority employee for any bona fide reason provided that it does not act in bad faith or contrary to the Ontario Labour Relations Act.
- 17.04 A copy of any disciplinary notice will be promptly given to the employee and the union representative and shall state the reason for the discipline imposed.
- 17.05 No disciplinary action shall be taken later than seven (7) working days after the Employer became aware of the circumstances giving rise to the cause for the disciplinary action.

- 17.06 If a notice of suspension, discipline or discharge must be forwarded by registered mail due to the unavailability of the employee, a copy of such notice shall be provided at the same time to the Union.

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 18.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 18.02 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### **Step 1**

The union will submit a grievance in writing to the immediate supervisor/manager of the grievor, or his/her designate within ten (10) working days after the date on which the cause of the complaint occurred or reasonably became known to the grievor. The Supervisor/Manager or his/her designate shall deliver the decision in writing to the Union (Unit Chairperson, Steward, President), and provide a copy to the grievor, within five (5) working days after the date on which the Supervisor/Manager or his/her designate received the written grievance.

### **Step 2**

If the decision at Step 1 as outlined above is unsatisfactory to the Union, within five (5) working days of receipt of the decision the Union may submit the grievance to the Executive Director or designate. The Executive Director or designate shall arrange a meeting of the parties within ten (10) working days after the receipt of the grievance. The Executive Director or designate shall render his/her decision in writing within five (5) working days after the meeting and it shall be copied to the grievor.

### **Step 3**

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within thirty (30) calendar days of receipt of the decision at Step 2.

- 18.03 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 of the parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fifteen (15) days, the appointment shall



be made by the Ontario Ministry of Labour Office of Arbitration upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs. The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement shall pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairperson.

18.04 Where both parties agree, a single arbitrator with the same limitations and powers as a Board of Arbitration may be substituted for a Board of Arbitration, except it is understood that either party may apply for a sole Arbitrator under the "expedited arbitration" provisions of the Ontario Labour Relations Act.

18.05 (a) Meetings involving grievances or complaints shall be held during working hours, at times and places agreed to between the Union and the Employer.

(b) A grievor, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during his/her normal working hours, shall be paid at his/her regular earnings for the period of time to attend the meeting. This section will also apply to the Union Steward who is authorized to represent the grievor.

#### 18.06 Special Grievances

##### (a) Policy Grievance

A policy grievance is defined as one which involves a difference arising between the Union and the Employer concerning the interpretation, application, administration or alleged violation of a provision of this Agreement. A policy grievance may be filed by the Union or the Employer.

A policy grievance shall be lodged at Step 2 of the grievance procedure herein, not later than ten (10) working days following the date on which the Union or the Employer, as the case may be, became aware of the alleged circumstances giving rise to the policy grievance. If filed by the Employer, the policy grievance shall be delivered in writing to the President of the Local or designate. If filed by the Union the policy grievance shall be delivered in writing to the Executive Director.

(b) Group Grievance

If a group of employees have a dispute of substantially the same nature, a Group Grievance may be substituted at Step 2 of the grievance procedure outlined herein.

- 18.07 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 employee(s), without the consent of the Union.
- 18.08 Except as provided in this Article, the time limits fixed by both the grievance and arbitration procedures as outlined in this Article may be extended by mutual consent of the parties in writing.
- 18.09 All replies to grievances shall be in writing and the Employer shall supply the necessary facilities for the grievance meetings.
- 18.10 Any mutually agreed to changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

**ARTICLE 19 - PAID HOLIDAYS**

19.01 Paid Holidays

The Employer recognizes the following paid holidays:

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

19.02 Provisions for Year End Holidays

**All employees shall work up to and including December 23, provided that such holiday falls on a week day. Work will resume on the first business day after New Years Day. This period of time will continue to be observed as time off with pay with the exception that employees shall not receive holiday pay or lieu days for the Christmas, Boxing Day and New Years Day holidays during this period.**

19.03 Canada Day

**If the Canada Day holiday falls on a weekend, it will be observed on either the Friday immediately prior, or the Monday immediately after Canada Day.**

#### 19.04 Compensation for Paid Holidays Falling On Scheduled Day Off

When any of the above noted paid holidays falls on a day that would not ordinarily be a working day for an employee, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon by the employee and Employer.

### **ARTICLE 20 - VACATION**

20.01 Vacation entitlements set out herein are calculated from date of employment in a full-time or part-time position. Full-time and part-time employees shall receive the following paid vacation:

- (a) in the first calendar year of employment if the employee leaves the employment for any reason -they will receive four percent (4%) of earnings.
- (b) at the beginning of the second calendar year of employment, but less than three (3) years in the position – ten (10) vacation days
- (c) at the beginning of the third calendar year of employment but less than eight (8) years of employment - fifteen (15) days;
- (d) at the beginning of the eighth calendar year but less than ten (10) years of employment - sixteen (16) days;
- (e) at the beginning of the tenth calendar year but less than twelve (12) years of employment - eighteen (18) days;
- (f) at the beginning of the twelfth calendar year but less than fifteen (15) years of employment - nineteen (19) days;
- (g) at the beginning of the fifteenth calendar year but less than twenty (20) years of employment - twenty-one (21) days.
- (h) at the beginning of the twentieth (20<sup>th</sup>) calendar year but less than twenty-two (22) years of employment-twenty three (23) days.
- (i) at the beginning of the twenty-second calendar year but less than twenty five (25) years of employment twenty four (24) days.
- (j) at the beginning of the twenty-fifth calendar year and each year thereafter- twenty five (25) days.

20.02 Supply employees and temporary employees will receive the following vacation pay:

- (a) less than four (4) year's service- four per cent (4%) of earnings;
- (b) at the beginning of the fourth year of service but less than fifteen (15) years service - six per cent (6%) of earnings.

- (c) at the beginning of the fifteenth (15) year of service and thereafter - eight per cent (8%) of earnings;

Supply employees will receive their vacation on each pay cheque, based on their earnings during that pay period.

- 20.03 Vacation credits will be calculated from the most recent date of hire.
- 20.04 Vacation must be taken in the twelve (12) months following the qualifying year. Vacation cannot be accumulated from year to year.
- 20.05 Vacation pay shall be issued to full-time and part-time employees on their regular pay period during vacation.
- 20.06 One (1) employee in each job classification will be granted vacation at any given time. **Effective January 1, 2023, one (1) additional employee in the ECE job classification will be granted vacation at any given time provided that the Employer has at least four (4) supply staff on payroll at the time of the request.** Additional requests for the same period may be granted. All vacation requests are subject to the Employer being able to maintain adequate qualified staff. No request will be unreasonably denied.
- 20.07 Each employee shall be permitted to request not more than three (3) consecutive weeks of vacation. If an employee is granted three (3) consecutive weeks of vacation they must be scheduled to work for at least five (5) working days before requesting any additional vacation. In special circumstances, additional vacation requests beyond three (3) weeks may be granted subject to approval of the Executive Director.
- 20.08 A statement of vacation entitlement for the upcoming calendar year shall be issued to all employees no later than September 1<sup>st</sup> of each year.
- 20.09 The Employer will accept vacation requests for the time period of January 1<sup>st</sup> to June 30<sup>th</sup> of each year, in writing, no later than October 1<sup>st</sup> of the year prior. The Employer will post approval of vacation between January 1<sup>st</sup> to June 30<sup>th</sup> by November 1<sup>st</sup>.

The Employer will accept vacation requests for the second vacation period covering July 1<sup>st</sup> to December 31<sup>st</sup>, in writing, no later than February 1<sup>st</sup> of that calendar year. The Employer will post approval of vacation between July 1<sup>st</sup> to December 31<sup>st</sup> by March 1<sup>st</sup>.

All vacation will be granted in accordance with seniority. Each employee shall be permitted to select not more than three (3) weeks of vacation per preferential selection. In the event that none of the preferential selections of an employee can be granted, the Employer will request that employee submit a new vacation request. A preferential selection of less than one (1) week shall be considered as one week.

**If an unforeseen situation occurs the employee can request an unpaid day(s) off, and this request will not be unreasonably denied.**

- 20.10 In cases of unforeseen circumstances, employees may request to change their vacation request seven (7) days prior to the scheduled vacation or may request up to five (5) individual days of vacation with one (1) day's notice for unscheduled personal reasons. Such request must be made in writing and are subject to approval of the Executive Director.
- 20.11 Where an employee qualifies for bereavement leave during her/his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option, and with approval of the Executive Director.
- 20.12 Entitlement upon Termination
- a) When an employee leaves the employment of the Employer for any reason, they shall be paid out all unused vacation which shall be calculated on a monthly basis up to and including their departure date.
  - b) It is further agreed that, at the employee's option, a retiring employee may retire early on such date at his/her unused vacation entitlement may allow, or work until the agreed upon retirement date and receive a monthly pro-rated payment for any unused vacation entitlement.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

- 21.01 A full-time or part-time employee who has completed sixty (60) days of work shall be entitled to a maximum of thirteen (13) days of paid sick leave per year. After completing sixty (60) days of work new hires shall begin to accumulate sick days at the rate of one (1) day per month to a maximum of thirteen (13) days up to December of the year in which they were hired. A sick day for a part-time employee shall be equal to their regularly scheduled shift or average if the employee does not have scheduled shifts of equal duration.

Where a full-time employee qualifies for short-term disability after having exhausted their thirteen (13) days of paid sick leave per year, the Employer agrees to extend such additional sick days as are necessary to cover the eight (8) calendar day waiting period as defined in the group benefits.

An employee may accumulate up to ten (10) sick days from calendar year to calendar year to a maximum of thirty (30) days total. These sick days can only be utilized by a full-time employee to top up the short term disability allowance to 100% of the employee's wages. An employee is not entitled to any payout of any unused sick leave.

- 21.02 A supply employee, filling a temporary absence for six (6) weeks or longer shall earn one-half (½) day credit for sick leave per month to a maximum of ten (10) days. Such sick days may only be taken when there is a prearranged schedule of

work for that employee.

- 21.03 An employee may be requested to produce a certificate from a qualified medical practitioner, for any illness or injury of more than three (3) consecutive days of work. The Employer agrees to reimburse the employee for the cost of the note.

21.04 Paid Personal Leave Days

An employee shall be entitled to use up to four (4) sick days as outlined in 21.01 above as paid personal leave days. Except in emergency situations, an employee shall give the Employer at least forty-eight (48) hours notice of when they request to utilize a sick day as a personal leave day. The Employer agrees to provide a response to such a request within twenty-four (24) hours from receipt of the notice from the employee.

- 21.05 Sick leave shall be used in a minimum of one (1) hour increments.

21.06 Medical and Dental Appointments

It is understood and agreed that full-time employees will make every reasonable effort to schedule medical and dental appointments at times when they are otherwise not scheduled for work. When this is not possible, employees will schedule such appointments in a manner such as to minimize the disruption to their normal work schedule and program operations and shall provide reasonable notice to the Employer. The Employer will allow such necessary time off to be considered sick leave, but it shall be used in a minimum of three (3) hour increments **for employees that need to be replaced.**

**ARTICLE 22 - HEALTH AND WELFARE BENEFITS**

- 22.01 The company will continue to pay one hundred per cent (100%) of the premium cost for those qualifying employees and their eligible dependants under Group Health Benefits Solutions, Group #59437, Policy #100005649-2629 with the enhancements of providing vision care coverage of a maximum of two hundred dollar (\$200) every twenty four months.

All professional services are \$400.00 per year.  
Deductable for prescription drugs will be \$10.00.  
Members will have semi-private hospital coverage.

- 22.02 The benefit carrier may be changed upon thirty (30) days notice to the Union, provided equivalent or better coverage is maintained, and the Union shall be given a copy of any new policy.
- 22.03 Employees hired on or after August 1, 2011, will pay 25% of the premium for Group Benefits which will be deducted in equal amounts bi-weekly.
- 22.04 Part-time, temporary and supply employees shall not be eligible for the Group Benefits as set out in this Article.

- 22.05 The employer will continue to pay the premium cost for Group Benefits for seniority full-time employees absent due to illness, injury or accident for twelve (12) months from their last day of work. If on layoff Group Benefits will continue for up to and inclusive of two (2) months from their last day of work. The employer may request from time to time a medical certificate confirming the employee's inability to work.

## **ARTICLE 23 - GENERAL CONDITIONS**

- 23.01 The Employer shall provide employees with secure storage areas for their personal belongings.
- 23.02 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union and the Employer shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### **23.03 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the Employer becoming aware of the alleged circumstances giving rise to the dissatisfaction. A copy of the same will be provided to the employee and to the Union. 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 his/her record for use against him/her in regard to discharge, discipline, promotion or demotion. An employee's signature on the report will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained therein. An employee has the right to make written comments to be attached to the report which shall become part of his/her record.

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

- 23.04 There shall be no strikes or lockouts for the term of this agreement as defined in the Ontario Labour Relations Act.
- 23.05 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

## **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

### **24.01 Pay Days**

The Employer shall pay wages on a bi-weekly basis on Friday. In the event that a paid holiday specified in this Agreement occurs on a Friday, employees will be paid on Thursday. On each payday, each employee shall be provided with an

itemized statement of his/her wages in accordance with the Employment Standards Act

The Employer may not make deductions from wages unless authorized by statute, court order, Arbitration order or by this Agreement or if authorized in writing by the employee.

**24.02 Equal Pay for Work of Equal Value**

Employees shall receive equal pay for work of equal value, regardless of sex.

**24.03 Rate of Pay on Promotion or Reclassification**

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefit for that position for the time he/she performs that job. An employee assigned in accordance with the terms of this Collective Agreement to a position paying a lower rate of pay shall not have his/her rate reduced.

**24.04 Automobile Allowance**

Employees required to use their personal vehicles in the service of the Employer shall be reimbursed as per the CRA rates:

**24.05** The Employer shall pay professional and/or license fees for an employee who, as a condition of employment is required to be a member of a professional association to be licensed. Conditions upon employment require the new hire to have all licensing in place. Employees must have worked for a period of one year before any re-imburement of professional dues are paid.

**24.06 Child Care Benefit**

Employees shall be entitled to enrol their children in the Center(s) operated by the Employer. The fee will be eighty-five percent (85%) of the cost of full fee clients. You must first apply for subsidies and show proof of denial prior to receiving the discount of fifteen percent (15%). A tax receipt will be issued.

**ARTICLE 25 - TERM OF AGREEMENT**

**25.01** This Agreement shall become effective August 1, **2022** to July 31, **2025** and shall continue from year to year thereafter unless either party gives to the other within the period of ninety (90) days prior to the termination date, notice in writing that it desires to amend this Agreement.



## ARTICLE 26 - COPIES OF AGREEMENT

26.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the parties shall share both the costs to print and to distribute sufficient copies of the Agreement to all employees within thirty (30) days of signing.

Dated in Windsor this 11 day of August, 2022.

### FOR THE UNION

Susan Dugan  
M. Lisa Dugan  
H. Dugan

### FOR THE EMPLOYER

J. Barros  
S. Schmuckmurger

## WAGE SCHEDULE

<b>CLASSIFICATION</b>	<b>01-Aug-2022 \$0.40</b>	<b>01-Aug-2023 \$0.40</b>	<b>01-Aug-2024 \$0.40</b>
Office/Bookkeeper	<b>\$25.39</b>	<b>\$25.79</b>	<b>\$26.19</b>
Administrative Assistant	<b>\$19.94</b>	<b>\$20.34</b>	<b>\$20.74</b>
Home Visitor	<b>\$22.54</b>	<b>\$22.94</b>	<b>\$23.34</b>
Coordinator/Home Visitor	<b>\$26.30</b>	<b>\$26.70</b>	<b>\$27.10</b>
Early Childhood Educator	<b>\$22.12</b>	<b>\$22.52</b>	<b>\$22.92</b>
Early Childhood Educator/OEY	<b>\$22.12</b>	<b>\$22.52</b>	<b>\$22.92</b>
Classroom Teacher Non-ECE	<b>\$21.15</b>	<b>\$21.55</b>	<b>\$21.95</b>
Receptionist/Clerk	<b>\$16.00</b>	<b>\$16.40</b>	<b>\$16.80</b>
Kitchen Assistant	<b>\$14.79</b>	<b>\$15.19</b>	<b>\$15.59</b>
Supply Employees	<b>\$19.05</b>	<b>\$19.45</b>	<b>\$19.85</b>
Program Support	<b>\$16.33</b>	<b>\$16.73</b>	<b>\$17.13</b>
Cook	<b>\$18.75</b>	<b>\$19.15</b>	<b>\$19.55</b>

Wages above do not include wage enhancement funds. Should there be a change to the current wage enhancement grants in either amount or distribution schedule from the government(s), the parties shall meet upon request of either party to discuss and determine what effect, if any, the changes may have on the bargaining unit.

**\*\*this separate program support staff position is entirely funded through monies received from the City of Windsor through an annual application process.**

The employer shall provide an RRSP contribution to full-time employees in the amount of one thousand **and two hundred dollars (\$1200.00)** annually paid in quarterly installments.

The employer shall provide an RRSP contribution to part-time employees in the amount of **six hundred dollars (\$600.00)** annually paid in quarterly installments.

**Employees who work in the Early On Program shall be paid a Early On Wage Enhancement of one dollar (\$1.00) per hour. Payment of the Early On Wage Enhancement is conditional on the Employer being in receipt of the wage enhancement from the appropriate government entity.**

For every 100 hours worked a supply will earn an additional \$15.00. The additional money will be paid out quarterly on a separate cheque.

# LETTER OF UNDERSTANDING

Between

Great Beginnings Child Centered Co-operative Inc.

And

Canadian Union of Public Employees and it's Local 543.8

RE: Home Child Care Program

The Employer and the Union expressly recognize the uniqueness of the Home Child Care Program. The Employer expressly recognizes that no bargaining unit member performing work in the Home Child Care programme will be displaced as a result of non-bargaining unit personnel performing work in this program.

The parties further agree that where there is an absence of a Home Child Care Program bargaining unit member which the Employer is aware will be of a duration of more than five (5) consecutively scheduled working days, prior to the posting of this position, the hours shall first be offered to the remaining bargaining unit employee(s) in the Home Child Care Program, based upon seniority. In no event shall the Employer be required to schedule employees in the Home Child Care Program for such work if this will result in the employee working overtime.

If, after offering the hours as outlined above, there remains available hours, the Employer will post the vacancy for a period of seven (7) working days and the seniority employee with the requisite qualifications will be trained to fill the temporary vacancy. At the end of the temporary position, the employee shall not be permitted to bump, but shall be returned to their previously held position. If their previously held position no longer exists, they will be considered laid off and can exercise their seniority as prescribed in the Collective Agreement. Supply staff who fill temporary positions will be returned to the supply pool.

Dated at Windsor this 11 day of August, 2022.

**FOR THE EMPLOYER**

A. Bonas.

A. Schmeckenburger

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION**

Susan Duguay

Mike G. MacKinnon

Heather

\_\_\_\_\_

# LETTER OF UNDERSTANDING

Between

Great Beginnings Child Centered Co-operative Inc.

And

Canadian Union of Public Employees and its Local 543.8

RE: Non-E.C.E. Classroom Teachers

The parties agree that the wage rate of Emilia Liburdi shall be increased to the rate of Early Childhood Educator effective January 1, 2006 and the incumbents shall be deemed equivalent E.C.E.'s for purposes of the Collective Agreement.

It is not the intent of the Employer to hire new Classroom Teachers who are not qualified Early Childhood Educators subsequent to the date of this grievance.

Dated at Windsor this 11 day of August, 2022.

**FOR THE EMPLOYER**

**FOR THE UNION**

J. Bonas.  
A. Schmeckelburger  
\_\_\_\_\_  
\_\_\_\_\_

Susan Duguay  
Mike Kinnear  
Heaton  
\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

Between

Great Beginnings Child Centered Co-operative Inc.

And

Canadian Union of Public Employees and its Local 543.8

RE: OEY Site (Bloomfield Rd.)

OHSA Section 25(2)(h) speaks to the general duty to take all reasonable precautions for health and safety.

At OEY Site, staff work alone. A risk assessment will be performed and a safety plan developed at the next Health and Safety Meeting. Great Beginnings will purchase a safety pendant for staff to use at the OEY site.

Dated at Windsor this 11 day of August, 2022.

**FOR THE EMPLOYER**

J. Bonas.  
S. Schmekenburg  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

Susan Dugan  
N. G. Dugan  
Heaton  
\_\_\_\_\_  
\_\_\_\_\_