

# COLLECTIVE AGREEMENT

**BETWEEN:** Capital Day Care Centre Inc.

Centre Town Parents Day Care Inc.

Colonel-By Child Care Inc.

Dalhousie Parents' Day Care Centre Inc.

Glebe Parents' Day Care Centre Inc.

South Ottawa Parent's Day Cares Inc.

Sunflower Co-operative Day Nursery Inc.

Vanier Co-operative School-Age Program Inc.

Wellington Ward (Ottawa) Child Care Centre Inc.

**AND:** Canadian Union of Public Employees and its Local 2204

**Effective from January 1st, 2011 to March 31st, 2013**



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## **ARTICLE 1 – PREAMBLE**

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

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, and other matters mutually agreed to.
- (c) To promote the morale, well being and security of all Employees in the bargaining unit of the Union.
- (d) To maintain a high standard of care for 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 day care generally and are adversely affected by attempts to restrain or cutback government expenditures for day care.
- (f) To encourage and promote the development of accessible, affordable, quality day care as a universal right for all parents and children.

**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.

**1.03** For the purpose of this agreement the following items will be defined as follows:

- (a) Spouse

For the purpose of this agreement “spouse” shall be used to designate wife, husband, or common-law marriage partners, including lesbian and gay partners. This definition shall apply to all articles of this agreement including but not restricted to articles 22.05 (a), 22.14.

- (b) Family

(1) For the purpose of this agreement “immediate family” shall be used to designate parents, spouse, brothers, sisters, step-family relationships, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, (in-law family relationships shall include heterosexual, common-law and same-sex spousal relationships), grandchild, or any close dependency situation. This definition shall apply to, but not be restricted to, articles 21.04, 22.05 (a), 22.05 (b), 22.14.

(2) For the purpose of this agreement “extended family” shall be used to designate brother-in-law, sister-in-law, aunt and uncle. This definition shall apply to, but not be restricted to, article 22.05 (a)

(c) Child

For the purpose of this agreement “child” shall be used to designate the child for whom the Employee acts as a parent or guardian. This definition shall apply to all articles of this agreement including but not restricted to article 22.14.

(d) Employer

For the purpose of this agreement “Employer” shall mean the Boards of Directors of the individual child care centres that are party to the Joint Collective Agreement.

(e) Days

For the purpose of this agreement “days” shall refer to working days.

(f) Centre

For the purpose of this agreement “centre” shall refer to a child care agency delivering one or more child care programs, i.e., infant, toddler, pre-school, kindergarten, school-age and home child care.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management 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.

### **2.02 Not Discriminatory**

The Employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any present Employee of her employment, except through just cause.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2204 as the sole and exclusive collective bargaining agent for all of its Employees save and except:

Capital Day Care Centre Inc.	Cleaner, Casual Employees and Student Teachers
Centre Town Parents Day Care Centre Inc.	Casual Employees and Student Teachers
Colonel-By Child Care Inc.	Casual Employees and Student Teachers
Dalhousie Parents' Day Care Centre Inc.	Casual Employees and Student Teachers
Glebe Parents' Day Care Centre Inc.	Casual Employees and Student Teachers
South Ottawa Parents Day Care Inc.	Casual Employees and Student Teachers
Sunflower Co-operative Day Nursery Inc.	Casual Employees and Student Teachers
Vanier Co-operative School-Age Program Inc.	Casual Employees and Student Teachers
Wellington Ward Child Care Inc.	Casual Employees and Student Teachers

And hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon by the Parties.

No bargaining unit work shall be done under the auspices of an "Ontario Works" or other "Workfare" program.

### **3.03 Permanent and Temporary Employees**

This Collective Agreement is fully applicable to all Permanent and Temporary employees unless otherwise specified.

### **3.04 Definition of Employees**

- (a) A Full-Time Employee is a person employed by the Day Care who regularly works the full time hours as specified in Article 17.
- (b) A Part-Time Employee is a person employed by the Day Care who regularly works less than the full time hours as specified in Article 17.
- (c) The Permanent Substitute Employee at Capital Day Care Centre Inc. is an on-call position and requires the employee to work in more than one program on an as-needed basis.
- (d) A Temporary Employee is a person employed by the Day Care for a specific length of time. Such temporary assignments may include, but are not limited to, the following situations: (a) the replacement of an Employee who is ill, on authorized leave of absence, or maternity leave; (b) special time-limited grants. The time period shall not be less than three (3) months and shall not exceed fifty-two (52) weeks.
- (e) A Temporary Summer Camp Employee is a person employed on a contract by the Glebe Parent's Day Care Centre Inc., Vanier Cooperative School Age Program, or South Ottawa Parent Day Care Centres Inc. for the summer camp period through a duly posted Job Posting as per Article 15.

In the case of Glebe Parents Day Care Centre Inc., Temporary Summer Camp employees shall only be hired for small two teacher satellite kindergarten and/or school-age stand alone facilities.

- (f) A Casual Employee is defined as a person who is employed by the Day Care for less than three months continuous service. For the purpose of this Article "continuous service" shall mean working in the same position for a three (3) month period of uninterrupted service.

### **3.05 Rights of Permanent Substitute Employees**

In the case of Capital Day Care Centre Inc., the Permanent Substitute shall be covered by all provisions of this Agreement, save and except sick leave and as otherwise excluded in this Agreement.

### **3.06 Rights of Temporary Employees**

Temporary Employees on contract for six (6) months or less shall not be entitled to group life insurance, long-term disability, extended health and dental plan, vision care and the pension plan.

- (a) Temporary Employees on contract for more than six (6) months shall be entitled to group life insurance, long-term disability, extended health and dental plan, vision care and the pension plan, subject to eligibility requirements outlined in Article 25.06(a). Temporary Employees who

qualify for long-term disability will only be eligible for disability payments for a total of two (2) years after the date of disability.

- (b) Temporary Summer Camp Employees shall not be entitled to extended health and dental, vision care, group life insurance and long-term disability. In the case of Glebe Parent's Day Care Inc., Temporary Summer Camp Employees shall not be entitled to any leave provisions.
- (c) All Temporary employees, including Temporary Summer Camp Employees, shall have the rights under the collective agreement save and except the following:
  - (i) The Temporary Employee shall not be covered by the Layoff and Recall provisions – Article 16.
  - (ii) The Temporary Employee shall not accrue seniority. If a Temporary Employee becomes a Permanent Employee, her seniority date shall be the original start date of her Temporary Employment - Article 14.03.
  - (iii) Temporary Employees shall not be entitled to Paid Compassionate Leave provisions –Article 22.05 (b) (1).
  - (iv) Temporary Employees shall not have the right to compensation for field placements - Article 22.13.
  - (v) Temporary Employees shall not have the right to paid pregnancy and parental leave - Articles 22.10, 22.11.

### **3.07 No Other Agreements**

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

## **ARTICLE 4 - NO DISCRIMINATION**

### **4.01 Employer Shall Not Discriminate**

The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship to adult working at the Centre, place of residence, nor by reason of her membership or activity in the Union.

## 4.02 Respectful Workplace

- (1) 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.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone improper behaviour on the part of any person, which would jeopardize an employee's dignity and well being or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

- (2) Definitions:

Although disrespectful behaviour, disruptive workplace conflict 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.

- a) 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.
- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- c) Harassment is any behaviour that demeans, humiliates or embarrasses a 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.

- d) The parties also agree that there shall be no discrimination or harassment as defined by the Ontario Human Rights Act.

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

### **5.01 Employees to be Members**

As a condition of employment, all Employees of the Employer who are now members of the Union shall remain members in good standing of the Union according to the constitution and by-laws of the Union. As a condition of employment, all new Employees who are members of the bargaining unit as defined in Article 3 shall become and remain members in good standing of the Union within thirty (30) days of employment.

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

### **6.01 Checks-Off Payment**

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

### **6.02 Deductions**

Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifth (5th) day following the end of the month, accompanied by a list of the names, addresses and classifications of Employees from whose wages the deductions have been made.

### **6.03 Dues Receipts**

The Employer shall include on each employee's Income Tax (T-4) slip the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**

### **7.01 Potential Employees**

The Employer agrees to acquaint potential Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

**7.02 Interviewing Opportunity**

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

**ARTICLE 8 – CORRESPONDENCE**

**8.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary of the Union.

A copy of any correspondence between the Employer, or her/his designate, and any Employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement shall be forwarded to the Secretary of the Union or her designate.

**ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

**9.01 Representation**

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

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

**9.02 Union Bargaining Committee**

The Union will advise the Employer of the Union members of the Bargaining Team.

**9.03 Function of Bargaining Team**

Matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, may be referred by the Union Bargaining Team to the Employer for discussion and settlement.

**9.04 Representative of Canadian Union**

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

**9.05 Meeting of Team**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meetings must be held not later than ten (10) calendar days after the request has been given.

**9.06 Time Off for Meeting**

Any representative of the Union or the Bargaining Team, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer held within working hours without loss of remuneration.

**9.07 Technical Information**

Within ten (10) days of receipt of a written request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans, which the Union considers pertinent for collective bargaining purposes.

In the case of Colonel-By Child Care Centre Inc., the above information shall be supplied to the Union within a reasonable length of time.

**9.08 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures and Union meetings on topics related to employment, to be held on the Employer's premises during the Employees' lunch period or following the regular working day. Prior arrangement for such functions shall be made with the Employer

and no such function shall be permitted where it will interfere with the normal operation of the Centre.

## **ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

### **10.01 Employer Shall Notify Union**

Any reports or recommendations of the Employer about to be made to the Municipal, Regional, Provincial or Federal Governments or their respective advisory committees dealing with matters of day care policy and/or conditions of employment and which affect Employees within this bargaining unit, shall be communicated by the Employer to the Union within a reasonable amount of time in order to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them before they are dealt with by the respective government body. Similarly, any submissions prepared by the Union shall be given to the Employer to allow time for mutual discussion if desired.

### **10.02 Copies of Resolutions**

Copies of all proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the Municipal, Regional, Provincial or Federal Government or their respective advisory committees which affect the members of this Union and/or the general provision of day care, received by either party shall be maintained in an open file to which the Employees have access.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.01 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 Stewards. The Steward shall assist any Employee, which the Steward represents, in preparing and presenting her grievance in accordance with the grievance procedure.

### **11.02 Unit Stewards**

There shall be one (1) Steward for each unit or day care centre affected by this Collective Agreement. The name of the Steward for each unit shall be posted on the staff bulletin board and at the union office. The Union shall provide these names to the Employer upon request.

**11.03 Permission to Leave Work**

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that she will not leave her work without previously notifying her supervisor. Time for Steward duties shall be granted within the next working day.

**11.04 Definition of Grievance**

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

**11.05 Settling of Grievances**

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

Step 1

The aggrieved Employee(s) will submit the dispute to her Steward. If the Employee's Steward is absent, she may submit her dispute to the alternate Steward. At each step of the grievance procedure, the grievor shall have the right to be present.

Step 2

The Steward will work with the local union office in seeking to settle the dispute with a designated Officer of the Board of Directors, after consultation with the Coordinator.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Steward will submit a written statement of the particulars of the grievance and the redress sought to the Owner and/or Board of the Day Care Centre. The Owner and/or Board shall render its decision within fifteen (15) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

**11.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 2 of this article may be by-passed.

**11.07 Union May Institute Grievances**

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

**11.08 Grievance on Health and Safety**

An Employee, or a group of Employees, who is requested to work under alleged unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

**11.09 Replies in Writing**

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

**11.10 Facilities for Grievances**

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

**11.11 Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

**11.12 Technical Objection to Grievance**

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

**ARTICLE 12 - ARBITRATION**

**12.01 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

**12.02 Failure to Appoint**

If the party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

**12.03 Board Procedure**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempt to justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

**12.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

**12.05 Disagreement on Decisions**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

**12.06 Expenses of the Board**

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints; and
- (b) One-half (½) of the fees and expenses of the Chairperson.

**12.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

## 12.08

### Grievance Commissioner

In place of the Arbitration Procedure outlined above, the parties agree to attempt to use a Grievance Commissioner as follows:

- (a) The Employer and the Union may agree in writing to the appointment of a person as a single arbitrator to be known as a Grievance Commissioner. The Grievance Commissioner shall consider and make a judgment on grievances referred to her/him. The decision shall be final and binding on both parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a Board of Arbitration as stipulated in this Collective Agreement save and except as expressly provided herein;
- (b) The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as a precedent in future cases. Notwithstanding anything contained in this Agreement, the decision of the Grievance Commissioner shall:
  - (i) be consistent with the provisions of this Agreement; and
  - (ii) be confined to the grievance referred to her/him.
- (c) The Union and the Employer shall each be responsible for one-half (½) of the expenses of the fees payable to the Grievance Commissioner.
- (d) The following rules shall govern the proceedings of the Grievance Commissioner:
  - (i) When referring a grievance to the Grievance Commissioner, the parties shall provide her/him with the Step 3 Summary (or as amended by agreement of the parties) and the decision of the Employer Representative at Step 3;
  - (ii) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed not less than ten (10) days before the commencement of the hearings of the Grievance Commissioner;
  - (iii) At the hearing the parties may make such further presentations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence;
  - (iv) The Grievance Commissioner must render her/his decision in writing without reasons to both parties within seven (7) days of the conclusion of the hearings. Upon request by either party after her/his decision has been rendered, the Grievance Commissioner shall deliver brief reasons, but such reasons shall not form part of her/his decision.

## **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Principle of Innocence**

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

The Employer shall only discipline an Employee for just cause.

### **13.02 Discipline Procedure**

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

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

The Employee shall be notified in writing of the action and/or penalty. In some cases a single occurrence of a serious misconduct may warrant by-passing 13.04 Warning and 13.05 Adverse Report and may include immediate termination of employment due to mitigating factors and the severity of offence.

### **13.03 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.

### **13.04 Warning**

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

**13.05 Adverse Report**

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

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

**13.06 Crossing of Picket Lines During Strike**

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

**13.07 Political Action**

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

**13.08 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

**13.09 Right to Have Steward Present**

An Employee shall have the right to have her 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 interview an Employee for disciplinary purposes, the Employer shall so notify the Employee in advance of the purpose of the interview in order that the Employee may contact her Steward to be present at the interview.

**13.10 Failure to Grieve**

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

**13.11 Employee Record**

The record of an Employee shall not be used against her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of warning or any adverse reports.

**13.12 Access to Personnel File**

An Employee shall have the right at any time to have access to and review her 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 14 - SENIORITY**

**14.01 Seniority Defined**

Seniority is defined as the length of service in the employ of the Employer and shall be used as set out in other provisions of this Agreement.

**14.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted within the Day Care Centre in January of each year.

**14.03 Probation for Newly Hired Employees**

A newly hired Employee shall be on probation for a period of six (6) months from the date of hiring. After three (3) months, the Employer shall review the work performance of the Employee and submit the evaluation to the Employee. Days worked need not be consecutive for purposes of calculating the period of probation. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

**14.04 Loss of Seniority**

An Employee shall not lose seniority rights if she is absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer.

An Employee shall lose her seniority only in the event:

- (a) She is discharged for just cause and is not reinstated;
- (b) She resigns in writing and does not withdraw within two (2) working days;

- (c) 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 through sickness or other just cause;
- (d) She is laid off for a period of longer than two (2) years.

## **ARTICLE 15 - PROMOTIONS AND STAFF CHANGES**

### **15.01 Job Postings**

When a vacancy occurs or a new position is created inside the Centre, the Employer shall immediately notify the Secretary of the Union in writing and post notice of the position on a Bulletin Board for a minimum of one (1) week so that all members within the Centre will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy and filled within eight (8) weeks after the initial posting.

This period may be extended upon mutual agreement between the Union and the Employer.

### **15.02 Information in Postings**

Job Postings shall contain the following information: Nature of position, required qualifications, knowledge, education and skills, shift and salary rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to male and female applicants."

### **15.03 External Advertising**

While internal and external advertisements may be posted concurrently, no external applicant for any vacancy shall be considered until the applications of present Union members at the Day Care Centre have been fully processed. External advertising shall mean other Day Care Centres covered by this Collective Agreement and the general public.

### **15.04 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- (a) the principle of promotion within the service of the Employer; and
- (b) that job opportunity should increase in proportion to the length of service.

Therefore, in making staff changes, transfers or promotions within a Centre, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.

In the case of the Glebe Parents Day Care Inc. this article shall not apply. Instead refer to the letter of understanding between Glebe Parents Day Care and CUPE Local 2204.

**15.05 Trial Period**

The successful applicant shall be notified within one (1) week following the end of the posting period. She shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, or if the employee does not find the work suitable, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other Employee temporarily promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

**15.06 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 board.

**15.07 Transfers**

When an Employee transfers to another Centre covered by this Collective Agreement, she shall carry her sick leave credits to a maximum of a total of eighteen (18) days. Accumulated seniority from the previous Centre shall be used for purposes of calculating vacation entitlement only

In addition, the pension plan period of eligibility will be waived by the new Employer for former Multi Sector Pension Plan participants, provided that there has not been a break in service as defined by the M.S.P.P.

All pertinent information on the transferred Employee's pension eligibility will be provided to the new Employer when so requested in writing by the transferred Employee.

Temporary Employees hired on contracts of six (6) months or less shall be excluded from this waiver.

## **ARTICLE 16 - LAY-OFFS AND RECALLS**

### **16.01 Definition of Lay-Off**

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

### **16.02 Role of Seniority in Lay-Offs**

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

### **16.03 Recall Procedure**

Employees shall be recalled in the order of their seniority. When a vacancy occurs, employees on the recall list shall be notified of the vacancy by registered letter and shall be given the opportunity to exercise their seniority rights in making application for the vacancy. Employees who choose not to fill vacancies shall remain on lay-off. Employees who have been laid off will be placed on a recall list for twenty-four (24) months from date of lay-off.

### **16.04 No New Employees**

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

### **16.05 Advance Notice of Lay-Off**

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

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

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

**16.06 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 16.02 and 16.03. Probationary employees shall be required to complete their probationary period following their recall.

**16.07 Joint Action with Union to Prevent Lay-Offs**

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

In the case of Capital Day Care Centre, seniority will not apply on lay-off when there is mutual consent between the Employee and the Employer.

**16.08 Grievance on Lay-Offs and Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

**ARTICLE 17 - HOURS OF WORK**

**17.01 Regular Daily Hours**

The regular daily hours of work shall be eight (8) hours per day. No eight (8) hour shift shall be spread over a period longer than eight (8) hours, and in such case, there shall be one (1) hour paid lunch break.

The Employer and the Union recognize that in certain circumstances the regular daily hours of work may have to be extended over a longer period of time (split shifts) for those employees employed in kindergarten/school-age programs or in the position of cleaner. Both parties agree that, wherever possible, split shifts shall be kept at a minimum, and that the employer shall make every attempt to combine shifts to a full-time position within the regular daily hours of work.

**17.02 Regular or Average Weekly Hours**

The regular work week shall consist of forty (40) hours per week. The work week shall be from Monday to Friday, inclusive.

**17.03 Flexible Working Hours/Weeks**

During the life of this Agreement, flexible working hours may be introduced provided that:

- (a) they are mutually agreed upon between the Employee and the Employer in writing; and

- (b) the number of hours worked in the course of a week does not exceed the limits stipulated in Clause 17.02 above.

**17.04 Working Schedule**

The hours and days of work of each Employee shall be posted in an appropriate place at least two (2) weeks in advance. Each Day Care Centre shall, after agreement with the respective unit executive of the Union, set forth the working schedule for the members of the Union working at the Day Care Centre.

**17.05 Paid Rest Periods**

All Employees shall be given a paid rest period of fifteen (15) minutes in the first and second half of their daily shift in an area made available by the Employer. If mutually agreed to between the parties, the two (2) rest periods shall be combined.

**17.06 Job Sharing**

- (1) Subject to it meeting the requirements below, the Employer shall agree to allow up to a maximum of two (2) job sharing arrangements at each day care centre. The job sharing arrangement can be any one of the following:

- Two staff sharing one job;
- Three staff sharing two jobs;
- Four staff sharing three jobs.

- (2) An Employee or a group of employees may apply to the Employer to share one (1) or more full-time positions in accordance with subsection (1) and with the following provisions:
  - (a) A formal proposal must be presented to the Employer outlining the specifics of the job-sharing arrangement. This proposal must be submitted to the Employer at least six (6) months in advance of the proposed start date. This time limit may be shortened by mutual agreement. The Employee(s) making the job-sharing proposal will be referred to as the original team members for the duration of this Article.
  - (b) A schedule must be submitted to the Employer, or the Employer's representative, outlining the proposed hours of work for each team member for a complete calendar month not less than one (1) week before the schedule is to take effect. This schedule will reflect a sharing of the hours of work as defined in Article 17.01 of this Collective Agreement, and the paid holidays (if any) as

defined in Article 19 of this Collective Agreement. The Employer or the Employer's representative will not arbitrarily refuse a proposed schedule, or exercise unfair or discriminatory judgment in approving this schedule.

- (c) The cost of salaries shall not exceed the costs of the number of positions being shared in the job sharing arrangement. The Employer shall continue to pay one hundred percent (100%) of the benefits as outlined in this Collective Agreement, for each team member.
- (d) Paid statutory holidays, sick leave and vacation shall be paid on a pro-rata basis.
- (e) Team members shall not be responsible for duties performed by the other team member(s) under any circumstances.
- (f) Each team member shall be entitled to a pro-rated amount of the Special Leave as outlined in Article 22.15 of this Collective Agreement.
- (g) The job-sharing arrangement shall be implemented for a trial period of six (6) months. Review periods shall be scheduled within this trial period at the agreement of the Employer and the team members. The job-sharing arrangement may be terminated by the Employer or by any team member at any time during the trial period provided that at least one (1) calendar month notice is given. If the job-sharing arrangement is terminated during the trial period for any reason, the team members shall return to their original job status. At the end of the trial period, the job-sharing arrangement will become permanent and all team members will forfeit their right to return to their original job status, except by mutual agreement between the Employer and the team members.
- (h) There can be no more than one job sharing arrangement in each program.
- (i) If an Employee is requesting to job share a position for which they were not originally hired, then this Employee will be subject to a normal hiring procedure for the position. If the Employee is found to be unsuitable for the position as a result of the hiring procedure, then the request for job-sharing shall be refused.
- (j) If one team member vacates the job-sharing arrangement for any reason, the existing employees in the job sharing arrangement have three options:
  - (i) Fill the vacant space as a job sharing position. In such a circumstance the vacancy shall be posted as a job-sharing position and filled in accordance with Article 15. If the position cannot be filled by this process, the Employer

reserves the right to terminate the job-sharing arrangement with respect to the position(s). If the job-sharing arrangement is terminated, the remaining team member(s) shall be required to assume the full-time responsibilities of the job in order to retain her original job status pursuant to Article 17.06.

- (ii) Cancel the job sharing arrangement and resume their former positions.
  - (iii) The decision as to which option to use must have unanimous support of all the remaining employees in the job sharing arrangement. Failure to get unanimous support shall result in the Employer terminating the job sharing arrangement.
- (k) The staff and parents in the affected program must be advised of the request and it shall only be granted by the Employer if there is consent of the Board of Directors and consent of those staff members in the affected program(s). There must also be consent among the staff in the affected centre. Staff members requesting the job sharing arrangement must be present when the proposal is presented to the Board of Directors. Such job-sharing arrangements will not be unreasonably or arbitrarily denied.

## **ARTICLE 18 – OVERTIME**

### **18.01 Overtime Defined**

All accumulated time worked in excess of fifteen (15) minutes per week before or after the regular work day, including after hours staff meetings approved by the Board of Directors, shall be considered overtime. Parent meetings and Co-op meetings shall be excluded from coverage by this clause. All overtime will be calculated for time worked over fifteen (15) minutes.

### **18.02 Overtime Rate**

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

### **18.03 Minimum Overtime**

The Employer shall keep overtime to a minimum. No Employee shall be required to work overtime against her wishes when other Employees are available to perform the required work.

**18.04 Time-Off in Lieu of Overtime**

Instead of cash payment for overtime, an Employee may choose to receive time off at the appropriate rate [i.e. time and one-half (1/2)], at a time mutually agreed upon with the Employer.

**ARTICLE 19 – HOLIDAYS**

**19.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- New Year's Eve (one-half (1/2) day)
- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Eve (one-half (1/2) day)
- Christmas Day
- Boxing Day

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Governments. In cases of mutual agreement by the Employees and the Employer, one-half (1/2) day Christmas Eve and one-half (1/2) day New Year's Eve may be combined.

The observance of religious holidays will be permitted and provisions made for time necessary to attend religious services.

Employees shall be entitled to one (1) floating holiday per year, in place of Remembrance Day. In the case of Colonel By Child Care Centre, the Employees shall be entitled to one (1) floating holiday per year, in place of Easter Monday. In the case of Sunflower Co-operative Day Nursery, the Employees shall be entitled to one (1) floating holiday per year, in the place of Family Day.

**19.02 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.

**19.03 Pay for Regularly Scheduled Work on a Holiday**

An Employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An Employee who is scheduled to work shall be paid at the regular rate and shall receive another day off with pay at a time designated by the Employee.

**ARTICLE 20 – VACATIONS**

**20.01 Length of Vacation**

Employees, who work less than the regular daily hours, as defined in Clause 17.01, shall receive vacation with pay on a pro-rata basis.

An Employee, who works the regular daily hours outlined in Clause 17.01, shall receive an annual vacation with pay in accordance with her years of employment, as follows:

Less than one (1) year	1 2/3 working days for each month
One (1) year or more	Twenty (20) working days (accumulated at a rate of 1 2/3 working days for each month)
On Employee's fifth (5 <sup>th</sup> ) anniversary (after five (5) years of employment) and each year thereafter	Twenty-five (25) working days per year or 2.083 working days per month
In the calendar year of the 10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> , 13 <sup>th</sup> and 14 <sup>th</sup> anniversary	One (1) additional day per year to a maximum of thirty (30) working days thereafter

In the case of Capital Day Care Centre, an Employee may be permitted:

- (a) during the first six (6) calendar months of employment to use vacation leave up to the amount of earned credits;
- (b) after the first six (6) calendar months of employment to use vacation leave in excess of the earned credits, but only to the extent of credits that would be accumulated to the end of the fiscal year concerned.

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

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

**20.03 Vacation Pay on Termination**

An Employee terminating employment at any time in the vacation year, prior to using her vacation, shall be entitled to a proportionate payment in salary or wages in lieu of such vacation in accordance with the Employment Standards Act.

**20.04 Vacation Pay on Retirement**

On normal retirement a permanent Employee shall be entitled to earned vacation credits up to the point of retirement, plus one additional calendar year of paid vacation.

**20.05 Seniority in Vacation Preference**

Vacations will be granted first on the basis of seniority for Employees making application prior to March 31st of each calendar year. Vacation requests submitted on or after April 1st will be granted in order of their date of submission.

**20.06 Unbroken Vacation Period**

An Employee shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer.

**20.07 Approved Leave of Absence During Vacation**

Where an Employee qualifies for sick leave, bereavement or any other approved leave during her 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.

**20.08 Maximum Annual Carry-Over of Vacation**

No Employee shall carry over more than fifteen (15) days vacation from any previous year unless making a special request to the Employer. Such requests shall be in writing and subject to approval by the Employer.

**20.09 Deduction From Vacation Leave**

In the case of Capital Day Care, a deduction shall be made from accumulated vacation leave of all normal working days absent for vacation leave.

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

### **21.01 Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **21.02 Amount of Paid Sick Leave**

- (a) Sick leave shall be earned at the rate of one and one-half (1½) days for every month an employee is employed.
- (b) An employee on a general leave pursuant to Article 22.17 or educational leave Article 22.19 shall maintain the amount of sick leave she had earned prior to her leave, but shall not earn sick leave during the period of the employee's general or educational leave.

### **21.03 Accumulation of Sick Leave**

The unused portion of an Employee's sick leave shall accrue for her future benefit, up to a maximum of one hundred and thirty (130) days.

### **21.04 Illness in the Family**

Where no one other than the Employee can provide for the needs during illness of a member of her immediate family, an Employee shall be entitled to use sick leave days for this purpose.

### **21.05 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

### **21.06 Proof of Illness**

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that she was unable to carry out her duties due to illness.

### **21.07 Sick Leave During Lay-Off**

When an Employee is laid off on account of lack of work, she shall not receive sick leave credits for the period of such absence, but shall retain her accumulative credit, if any, existing at the time of such lay-off.

**21.08 Extension of Sick Leave**

An employee with more than two (2) years of service, who has exhausted her sick leave credits, shall apply in writing and be subject to approval by the Employer for an extension of sick leave credits to a maximum of fifteen (15) working days. Such approval shall not be withheld without just cause.

Upon returning to work the employee shall repay the extension of sick leave credits in full at a rate of one-half (½) of monthly sick leave accumulation. No employee shall be granted further extension of sick leave credits until his/her fifteen (15) days has been repaid in full. Should the employee resign or be terminated from the position, the value of the non-accrued leave shall be repaid in full from the employee's final pay cheque.

No employee shall have her services terminated by virtue of having exhausted all her sick leave credits.

At Capital Day Care Centre Inc. and Wellington Ward Child Care Inc. this clause shall apply after completing the probationary period.

**21.09 Local Union Sick Leave Bank**

If the majority of Employees at a Day Care Centre wish to create a Local Union Sick Leave Bank Committee, one-quarter (¼) day sick leave per Employee, per month, shall be credited to the Union Sick Leave Bank Committee. By withdrawal from the Sick Leave Bank, the Committee shall grant sick leave with pay to an Employee who, for example, through a prolonged illness, has exhausted her own sick leave credits.

**21.10 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each Employee, in writing, of the amount of sick leave accrued to her credit.

**ARTICLE 22 - LEAVE OF ABSENCE**

**22.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer. This clause shall apply for a maximum of one (1) person per Centre, and two (2) if the President of the Local is an Employee of the Centre.

## **22.02 Grievance and Arbitration Pay Provisions**

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

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in arbitration procedures.

## **22.03 Leave of Absence for Union Functions**

- (a) Upon request to the Employer, an Employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits.
- (b) In addition, the Union shall be entitled to five (5) days paid leave for each Day Care Centre, per calendar year, to be distributed amongst the Employees at the Union's discretion. This leave shall be used to conduct business for the Union, i.e. conferences, preparation for negotiations, council meetings, etc.

## **22.04 Leave of Absence for Union or Public Duties**

- (a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence so that the Employee may be a candidate in Federal, Provincial or Municipal elections;
- (b) An Employee who is elected to public office shall be allowed leave of absence, without pay, but with no loss of seniority during her term(s) of office;
- (c) An Employee who is elected or selected for a position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence, without pay, but with no loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during her term of office.

## **22.05 (a) Paid Bereavement Leave**

- (1) An Employee shall be granted a minimum of four (4) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death of a member of her immediate family or any other relative who is residing in the same household, or any other relative for whom the Employee is required to administer bereavement responsibilities. Where the burial occurs 200 km or more from the City of Ottawa, such leave shall include reasonable traveling time. The total leave shall not exceed six (6) working days.

- (2) An Employee shall be granted a minimum of two (2) regularly scheduled consecutive workdays' leave, without loss of pay or benefits, in the case of death of a member of her extended family. Where the burial occurs 200 km or more from the City of Ottawa, such leave shall include reasonable traveling time. The total leave shall not exceed four (4) working days.

**22.05 (b) Paid Compassionate Leave**

- (1) In respect to Employment Insurance Compassionate Care Benefits, supplementary payments will consist of the following:
  - (i) For the first two (2) week waiting period required by Employment Insurance, a payment equivalent to one hundred percent (100%) of her/his regular weekly wage less any other income she/he may receive.
  - (ii) Up to six (6) additional weeks of payment equivalent to the difference between E.I. Benefits the Employee is entitled to receive and eighty percent (80%) of her/his regular weekly wage, less any other income the Employee may receive.
- (2) If the Employee does not wish for or qualify for E.I. Compassionate Care Benefits, the following shall apply:

In extraordinary circumstances, leave with pay for up to ten (10) working days per year may be granted upon request of the Employee to attend to a life-threatening immediate family illness. All such cases shall be brought to the attention of the Board of Directors.

**22.06 Leave of Absence for E. I. Sickness Benefits**

A permanent employee who is absent from work while on E.I. Sickness Benefits shall continue to accumulate paid sick and vacation leave credits and shall have the right to accumulate seniority for the period of E.I. Sickness Benefits up to a maximum of seventeen (17) weeks. Employer contributions to Hospital and Medical Insurance and Dental Plan during this period of illness or disability shall be as per Article 25.01 and 25.05.

**PREGNANCY LEAVE AND PARENTAL LEAVE**

**22.07 Pregnancy Leave and Parental Leave as a Right**

Pregnancy leave and parental leave shall be granted as a right. The Employer shall not deny the pregnant Employee the right to continue employment during the period of pregnancy.

Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating salary increases, severance pay, seniority, sick leave credits and vacation credits.

**22.08 Length of Pregnancy Leave and Parental Leave**

Pregnancy leave may be taken up to a total of seventeen (17) weeks inclusive either before and/or after the birth of a child.

Parental leave of up to thirty-five (35) weeks may be taken during a period not exceeding fifty-two (52) weeks after the birth or adoption of a child.

Where a doctor's certificate is provided, stating that a longer period of pregnancy leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed.

**22.09 Employer Payment of Employee Benefits During Pregnancy Leave and Parental Leave**

While on pregnancy leave or parental leave, the Employee shall retain her full employment status. An Employee shall be entitled to payment of benefits throughout both pregnancy leave and parental leave up to a maximum of fifty-two (52) weeks. Thereafter, an Employee may be required to reimburse the Employer for continued benefits for the remainder of this leave.

The Employer and Employee will continue to make pension plan contributions based on the Employee's regular weekly wage during the period of pregnancy and parental leave, up to a maximum of fifty-two (52) weeks. The Employer is obligated to continue to make pension contributions, provided that the Employee continues to make her regular pension contribution.

**22.10 Procedure Upon Return from Pregnancy Leave**

When an Employee decides to return to work after pregnancy leave and/or parental leave, she shall provide the Employer with at least two (2) weeks' notice. On return from pregnancy or parental leave, the Employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position.

**22.11 Paid Pregnancy Leave**

- (a) After completion of three (3) months of continuous employment a permanent Employee shall be paid a pregnancy allowance as supplement to her Employment Insurance Maternity Benefits.
- (b) In respect to the period of pregnancy, supplementary payments to the Employment Insurance Maternity Benefits will consist of the following:
  - (i) For the first two (2) weeks, payment equivalent to ninety-three percent (93%) of her regular weekly wages less any other income she may receive. Regular weekly wages shall, for the purposes of pregnancy leave, be based on average weekly hours during the

last twenty-six (26) weeks of continuous employment at the current hourly rate. Average weekly hours do not include overtime pay, lump sum payments, or hours worked outside of the bargaining unit.

- (ii) Up to fifteen (15) additional weeks of payments equivalent to the difference between E.I. Benefits the Employee is entitled to receive and ninety-three percent (93%) of her regular weekly wage, less any other income the Employee may receive;
- (iii) If the Employee is not in receipt of Employment Insurance Benefits for the following reasons:
  - 1. has insufficient weeks of insurable employment to qualify for employment benefits, or
  - 2. has received all the employment insurance benefits to which the Employee is entitled,

the Employee shall receive the supplementary payments as outlined in 22.10 (b) (i) and (ii), less the amount of E.I. Benefits to which an Employee would normally be entitled under the Employment Insurance Act, based on the Employee's regular weekly wage.

- (iv) This supplementary payment shall continue in force for the life of the Collective Agreement.
- (v) This agreement provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the supplementary payment plan.

## **22.12 Paid Parental Leave**

- (a) After completion of three (3) months of continuous employment a permanent Employee shall be paid a parental allowance as supplement to the Employment Insurance Parental Benefits. Parental leave benefits are applicable to the female or male Employee for the care of and/or adoption of a child/children.
- (b) In respect to the period of parental leave, supplementary payments to the Employment Insurance Parental Benefits will consist of the following:
  - (i) For the first two (2) week waiting period required by Employment Insurance for the natural father or adoptive parents, a payment equivalent to eighty percent (80%) of her/his regular weekly wage less any other income she/he may receive. Regular weekly wages shall, for the purposes of parental leave, be based on average weekly hours during the last twenty-six (26) weeks of continuous employment at the current hourly rate. Average weekly hours do not include overtime pay, lump sum payments, or hours worked

outside of the bargaining unit.

- (ii) Up to ten (10) additional weeks of payments equivalent to the difference between E.I. Benefits the Employee is entitled to receive and eighty percent (80%) of her/his regular weekly wage, less any other income the Employee may receive;
- (iii) If the Employee is not in receipt of employment insurance benefits for the following reasons:
  - 1. has insufficient weeks of insurable employment to qualify for employment benefits, or
  - 2. has received all the employment insurance benefits to which the Employee is entitled,

the Employee shall receive the supplementary payments as outlined in 22.11 (b) (i) and (ii) less the amount of E.I. Benefits to which an Employee would normally be entitled under the Employment Insurance Act, based on the Employee's regular weekly wage.

This supplementary payment shall continue in force for the life of the Collective Agreement.

- (iv) This agreement provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the supplementary payment plan.
- (c) An Employee shall not receive the supplementary parental leave payments outlined in 22.11 (b) (iii) if she/he is not in receipt of E.I. Parental leave benefits for the following reason: the other parent is in receipt of E.I. Parental Leave Benefits.

## **22.13 Repayment of Pregnancy/Parental Leave**

An Employee covered by clauses 22.10, 22.11 and 22.13 shall sign an agreement with the Employer providing:

- (a) that she will return to work in her former or equivalent position(s) and remain in the Employer's employ for a period of at least six (6) months after her return to work. If the Employee returns in a position that is not equivalent to her former position in terms of hours worked per week, the Employee will remain in the Employer's employ for a period equivalent to at least six (6) months, based on the hours worked per week in her former position(s); and
- (b) that she will return to work on the expiry of her pregnancy/parental leave, unless this date is modified with the Employer's consent, or unless the Employee is entitled to another leave provided for in this Agreement; and

- (c) that in the case of consecutive pregnancy/parental leaves, the Employee, when she returns to work, will remain in the Employer's employ for a period of at least six (6) months for each pregnancy/parental leave taken; and
- (d) that should she fail to return to work as per the provisions of this clause, she is indebted to the Employer for the amount received as pregnancy/parental leave allowance.

**22.14 Use of Sick Leave Credits**

An Employee may choose to receive payment of normal weekly salary from accumulated sick leave credits immediately following the period of pregnancy/parental leave covered by benefits from Employment Insurance, and before resuming their regular employment. Sick leave pursuant to this paragraph shall not exceed two (2) weeks except in the case of employees at Glebe Parents Daycare Centre where there shall be no limit.

**22.15 Blended Pregnancy/Parental Supplementary Payments**

An Employee who qualifies for supplementary payments under both clause 22.10 and 22.11 may choose to have the value of the supplementary payments to which she would normally be entitled spread over a longer period than outlined in both clause 22.10 and 22.11, up to a maximum of fifty-two (52) weeks.

If the Employee is unable to complete fifty-two (52) weeks of pregnancy/parental leave for any reason, she shall receive the total value of the supplementary payments to which she would normally have been entitled under clauses 22.10 and 22.11. The Union agrees that the Employer shall not be obligated under this clause to any benefit exceeding that to which they are obligated under clauses 22.06 through 22.13.

**22.16 Special Leave**

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

<b>Reason</b>	<b>Leave of Absence</b>
Birth of Employee's spouse's child	Two (2) weeks
Moving own household	One (1) day
Serious fire or flood in Employee's household	Up to three (3) days
Serious household or domestic emergency	One (1) day
Formal hearing to become a Canadian Citizen	One (1) day

Where no one other than the Employee can provide care during illness of a member of her immediate family or of another person with whom they reside	Up to five (5) days
For the support needs of family elders or children with special needs	Up to two (2) days
Marriage or divorce	Up to three (3) days per calendar year
Field Placement for Post-Diploma Program in Early Childhood Education	Up to five (5) days

No Employee shall be allowed to take leave of absence pursuant to Article 22.15 in excess of sixteen (16) days per calendar year. Employees who are working under a job-sharing arrangement will be entitled to special leave on a pro rata basis.

**22.17 Paid Leave - E.C.E. Placements**

An Employee shall be entitled to leave of absence with pay to write examinations to upgrade her employment qualifications pertinent to present employment.

Employees who have completed their probationary period will be granted leave of absence with pay and benefits and without loss of seniority for E.C.E. field placements. It is understood that each staff person is entitled to one (1) such placement per year.

If a staff member leaves the employ of the day care before six (6) months has expired after a placement, the Employer may withhold any monies owing to the Employee to cover the cost of the placement and the employee will reimburse the Employer any shortfall through cash.

**22.18 General Leave**

An Employee of at least two (2) years' seniority shall be entitled to leave of absence for up to a maximum of one year without pay and without loss of seniority when she requests such leave for good and sufficient cause.

Should an employee on general leave wish to extend the period of leave she shall provide one month's notice in writing to the Employer.

An Employee of less than two (2) years seniority may be entitled to such leave where in the Employer's opinion, circumstances warrant. All requests shall be in writing and subject to approval by the Employer. Such approval shall not be withheld without just cause.

The Employer shall have the right to consider the staffing needs and the stability of the programs in its decision.

**22.19 Employer Payment of Employee Benefits During General Leave**

During the period of General Leave, the Employer shall continue to pay its share of extended health, dental coverage and Group Life for the first six (6) months of leave only. After this period, the Employee will not be able to continue coverage even if they are willing to cover the cost of the premiums. Employees will be covered for Long Term Disability only for the first thirty-one (31) days of leave. After that period, employees will not be eligible for coverage for Long Term Disability.

**22.20 Educational Leave**

Educational leave is defined as a leave of absence for educational training, courses or seminars, which pertain to the Employee's employment. Educational leave will normally be taken at a recognized institution of learning. The Employee on educational leave will be entitled to leave of absence without pay and without loss of seniority when she requests such leave for good and sufficient cause. Such request shall be made in writing and subject to approval by the Employer. Such approval will not be withheld without just cause. Educational leave shall be granted for varying periods of up to one (1) year, which may be renewed by mutual agreement.

If an Employee is required by the Employer to take courses pertaining to her work, she shall retain full employment status, including benefits and salary.

**22.21 Employer Payment of Employee Benefits During Education Leave**

During the period of Educational Leave, the Employer shall continue to pay his share of extended health, dental coverage and Group Life for the first six (6) months of leave, only. After this period the Employee will not be able to continue coverage. Employees will be covered for Long Term Disability for the first thirty-one (31) days only of leave. After that period employees will not be eligible for coverage for Long Term Disability.

**22.22 Leave for Diseases and Conditions Harmful to Pregnancy**

A pregnant Employee shall receive immediate leave of absence with full pay and benefits in the event that a known or suspected case of German measles, or any other disease or condition, which would be harmful to pregnancy, occurs in the Day Care Centre. This leave shall continue until all danger from such disease or condition ceases to exist.

Notwithstanding the above, every reasonable effort will be made to arrange a mutually acceptable transfer of staff within the Centre and failing that between centres to begin after the incubation period of the employee's exposure to the disease has elapsed.

**22.23 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of her employment, shall be considered as time worked at the appropriate rate of pay.

**ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

**23.01 Pay Days**

The Employer shall pay salaries/wages bi-weekly, or as dictated by past practice, in accordance with Appendix "A" attached hereto and forming part of this Agreement. On each pay, each Employee shall be provided with an itemized statement of her salary/wages, overtime and other supplementary pay and deductions.

**23.02 Equal Pay for Work of Equal Value**

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

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

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

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

**23.04 Pay on Transfer, Lower Rated Job**

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

**23.05 Vacation Pay**

An Employee may, upon giving at least ten (10) working days' notice, receive, on the last office day preceding commencement of her annual vacation, any pay cheques which may fall due during the period of vacation.

At the South Ottawa Parent Day Care Inc., the Employee shall give notice prior to the 15th day of the month preceding the month in which the vacation commences.

**23.06 Mileage Allowance**

Mileage rates paid to an Employee using her own automobile for the Employer's business shall be as follows:

- (a) Thirty-eight cents (\$0.38) per kilometre. All mileage shall be calculated from the first day to the last day of each calendar month;
- (b) The allowance shall cover mileage to and from the Employee's place of residence for home visits for all travel outside the normal workday.

**23.07 Child Care Allowance**

The Employer shall reimburse, up to a limit of one dollar and fifty cents (\$1.50) per hour, an Employee who is a single parent of a young child or children or where the other spouse is unable to attend to the child, for the cost of substitute care when an Employee works overtime.

**ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

**24.01 Job Descriptions**

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

**24.02 No Elimination of Present Classifications**

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

**24.03 Changes in Classification**

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

## **ARTICLE 25 - EMPLOYEE BENEFIT PLANS**

### **25.01 Employer Contribution to Hospital and Medical Insurance**

The Employer shall pay the full cost of the following Plans:

- (a) Blue Cross Extended Health Plan, or comparable Plan;
- (b) Each employee shall be reimbursed by the Employer up to four hundred dollars (\$400.00) every two (2) years for vision care. Vision care includes glasses, contact lenses, laser eye surgery and or the cost of yearly eye examination for the employee and her family member(s). As a result of breakage, which occurs in the course of employment, full replacement cost shall be at the expense of the Employer.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above Plans for a maximum of one (1) year from commencement of absence. Thereafter, the Employee may pay the full premiums through the Employer.

### **25.02 Employer Contribution to Group Life Insurance Program**

The Employer shall pay one-half (½) the full costs of the premium for a mutually agreed upon Group Life Insurance Plan for all Employees providing a schedule of benefits equivalent to two (2) times an Employee's annual salary. The Glebe Parents' Day Care Centre Inc. shall continue to provide their present coverage, provided they are at least equal to the above clause. In the case of Colonel-By Child Care Centre Inc., the Employer shall pay one hundred percent (100%) of the premium.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above Plan for a maximum of one (1) year from commencement of absence. Thereafter, the Employee may pay the full premiums through the Employer.

### **25.03 Employer Contribution to Long Term Disability Plan**

The Employer shall pay one hundred percent (100%) of the premium for a mutually agreeable Long Term Disability Plan, which shall provide coverage for sixty-six and two-thirds percent (66 2/3%) of an Employee's annual salary, up to a maximum of two thousand dollars (\$2,000) per month. This shall commence four (4) months after her initial date of disability. The Glebe Parents Day Care Centre Inc. shall continue to provide its present coverage, provided it is at least equal to the above. In the case of absence for illness or disability, the Employer's contribution will be paid to the above Plan for a maximum of one (1) year from the commencement of absence. Thereafter, the Employee may pay the full premiums through the Employer.

The Employee shall continue to accumulate sick leave and vacation credits for a maximum of one year following the date of illness / injury / or inability to work. The Employee shall have the right to accumulate seniority.

#### **25.04 Workers' Compensation**

All Employees shall be covered by the Workers' Compensation Act.

The Employee shall continue to accumulate sick leave and vacation credits for a maximum of one year following the date of illness / injury / or inability to work. The Employee shall have the right to accumulate seniority.

The Employer shall provide written correspondence notifying the Local of a workplace related illness or injury.

The Employer agrees that an Employee who is absent from work due to a workplace related injury or illness shall be entitled to her regular wages from the day the accident occurred, for the duration of the Employee's absence from work up to a maximum of twenty-five (25) days. The Workplace Safety and Insurance Board (WSIB) benefit payments for this period will be reimbursed to the Employer.

In the event that the Employee is not eligible for WSIB benefits, the days of absence shall be deducted from the Employee's sick leave credits. In the case where an Employee has insufficient sick leave credits a mutually agreed upon repayment arrangement shall be negotiated.

In the event that the Employee is not eligible for WSIB benefits and fails to return to work she is indebted to the Employer for the amount received during the days of absence. The amount owing to the Employer shall be deducted first from the Employee's accumulated sick leave credits, and second from the Employee's accumulated vacation leave credits.

#### **25.05 Employer Contribution to Dental Plan**

The Employer shall pay fifty percent (50%) of the premium for a dental plan, which provides one hundred percent (100%) coverage. In the case of Colonel-By Child Care Centre Inc., the Employer shall pay one hundred percent (100%) of the premium. In the case of absence for illness or disability, the Employer's contribution will be paid to the above Plan for a maximum of one (1) year from the commencement of absence. Thereafter, the Employee may pay the full premiums through the Employer.

#### **25.06 Registered Pension Plan**

In this Article, the terms used shall have the meanings as described:

- (a) "Plan" means a retirement vehicle as determined by the Union.  
"Applicable Wages" means the gross salary earned within the bargaining

unit. "Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed six months, or one thousand (1,000) hours of service, whichever comes first.

- (b) Each Eligible Employee covered by the collective agreement shall contribute for each pay period an amount equal to five per cent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five and one-half per cent (5.5%) of Applicable Wages to the Plan. Pension contributions shall begin on the first day of the pay period following completion of the eligibility period.
- (c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article e) of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
  - Name
  - Date of Hire
  - Date of Birth

Date of First Contribution  
Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)  
Gender

- ii) To Be Provided With Each Remittance  
Name  
Social Insurance Number  
Monthly Remittance  
Pensionable Earnings  
Year to Date Contributions  
Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) To Be Provided Initially and As Status Changes  
Name  
Full Address  
Termination Date Where Applicable (MM/DD/YY)  
Marital Status

In the event the Union determines the retirement vehicle to be a pension plan, the Employers agree to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

**25.07 General**

Unless otherwise agreed by the Employer and the Union, benefits for part-time Employees shall be paid on a pro-rata basis.

**ARTICLE 26 - HEALTH AND SAFETY**

**26.01 Cooperation on Safety**

The Union and the Employer shall cooperate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of Employees and which will provide protection from factors adverse to Employee health and safety.

**26.02 Health and Safety Clothing and Equipment**

The Employer shall provide all Employees working in any unsanitary or potentially hazardous jobs with all the necessary protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

**26.03 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 she believes that it would be unsafe or unhealthy for herself, an unborn child, children in care, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or any seniority during the period of refusal. No Employee shall be ordered or permitted to work on a job, which another worker has refused until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

**26.04 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.

**26.05 Injury Pay Provision**

An Employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this section and who is unable to schedule subsequent treatment outside of working hours, shall receive pay for time necessarily spent for further medical treatment of the injury subsequent to the day of the accident.

**26.06 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident, which occurs in the course of employment, shall be at the expense of the Employer.

**26.07 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 2 of the grievance procedure may be by-passed.

**ARTICLE 27 - JOB SECURITY**

**27.01 Restrictions on Contracting-Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in

whole or in part, to any other plant, person, company or non-unit Employee.

## **ARTICLE 28 - UNION LABEL**

### **28.01 Union Label**

In order that the general public shall be aware of the benefits of a unionized public service, the C.U.P.E. Union Label shall be displayed as prominently as possible through the service.

## **ARTICLE 29 – CHILD/ADULT RATIO**

### **29.01 Child/Adult Ratio**

The Employer and the Union agree that a reasonable ratio of adults to children in a Day Care Centre is essential if the children's physical, intellectual and emotional needs and potentials are to be given proper attention. Therefore, the Employer agrees that the child/adult ratio shall not fall below the minimum established by the Ontario Day Nurseries Act or its successor.

In the case of home day care, the ratio of day care homes to home visitor shall not exceed 25 to 1.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.01 Proper Accommodation**

An Employee lounge and storage space for personal belongings shall be provided.

### **30.02 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.

### **30.03 Letter of Reference**

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

**30.04 Professional Development Day**

The Employees shall be entitled to spend three (3) working days with pay for the purpose of doing research and preparation related to their work at a date mutually acceptable to the Employer and the Employee.

**30.05 Required Certifications**

In the event the Employer requires an Employee to be certified in CPR/First Aid or WHMIS the cost of certification or recertification shall be funded by the Employer.

**30.06 Professional Fees**

The Employer will reimburse or pay directly for employees required to register for certification with the College of ECE and for the annual membership renewal fee.

**30.07 Transfer of Employees**

If, as a last resort, it is necessary for an Employee to be transferred to work with a different group of children, this shall not be done in an arbitrary or discriminating way.

Unless otherwise mutually agreed upon, the person transferred will be the qualified employee with the least seniority in the Day Care Centre.

**ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS**

**31.01 Present Conditions to Continue**

All rights, benefits, privileges, practices and working conditions which Employees now enjoy, receive or possess shall continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union.

**31.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now, or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event, this Agreement shall be re-opened for negotiations.

## **ARTICLE 32 - COPIES OF AGREEMENT**

### **32.01 Copies of Agreement**

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and her rights and obligations under it. For this reason, the Employer shall provide, at his own cost, sufficient copies of the Agreement in bound form, within thirty (30) days of signing.

## **ARTICLE 33 – GENERAL**

### **33.01 Plural or Masculine Terms May Apply**

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

## **ARTICLE 34 - TERM OF AGREEMENT**

### **34.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2011 to March 31<sup>st</sup>, 2013 and shall continue from year to year thereafter unless either party gives to the other party notice in writing by January 1<sup>st</sup> in any year, that it desires its termination or amendment.

### **34.02 Changes in Agreement**

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

### **34.03 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party. The parties shall exchange proposals at the first bargaining meeting unless mutually agreed upon. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

**34.04 Agreement to Continue in Force**

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree;
- (b) Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike accrues, whichever occurs first. If negotiations extend beyond the termination of the agreement, any revision in terms mutually agreed upon shall apply retroactively to that date, unless otherwise specified.

**34.05 Retroactive Pay for Terminated Employees**

An Employee who has served her employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other perquisites.

**34.06 Retroactivity**

All changes in the new Agreement shall be adjusted retroactively, unless otherwise specified.

**34.07 Wage and Salary Increases**

- (i) Effective January 1<sup>st</sup>, 2011, base salaries for employees governed by this Collective Agreement shall be increased by 2.4%.
- (ii) Effective January 1<sup>st</sup>, 2012, base salaries for employees governed by this Collective Agreement shall be increased by 90% of the percentage increase that is supplied by the City of Ottawa to the Purchase of Service Budgets (For example, in the case of a 3.0% increase to the budget overall, an increase of 2.7% would be applied to the base salaries; a 2.0% budget increase would mean a 1.8% increase to base salaries). The parties agree to apply this amount retroactive to January 1, 2012, after the City budget is approved.

**34.08 Casual Employees Wage Rate**

Effective January 1, 2008, the casual Employee rates shall be as indicated in Appendix "B". Pay Equity rates shall also be specified in Appendix "B".

## **ARTICLE 35 - LEGAL INDEMNITY**

**35.01** The Employer agrees to provide reimbursement for legal costs to Employees in those situations arising directly from the responsible discharge of official duties by the Employee or resulting from the carrying out of official order(s). This Article shall not be deemed to authorize or condone the commission of any unlawful act or an act of negligence by the Employee. An Employer will not pay such cost in any case where guilt is established in a court of law or thereof a finding of negligence in a court of law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**FOR THE EMPLOYER**

**FOR THE UNION**

Capita Day Care  
Centre Inc.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Centre Town Parents  
Day Care Inc.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Colonel-By Child  
Care Inc.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dalhousie Parents'  
Day Care Centre Inc.

\_\_\_\_\_

\_\_\_\_\_

Glebe Parents' Day  
Care Centre Inc.

\_\_\_\_\_

\_\_\_\_\_

South Ottawa Parent's  
Day Care Inc.

\_\_\_\_\_

\_\_\_\_\_

Sunflower Co-operative  
Day Nursery Inc.

\_\_\_\_\_

\_\_\_\_\_

Vanier Co-operative  
School-Age  
Program Inc.

\_\_\_\_\_

\_\_\_\_\_

Wellington Ward  
(Ottawa) Child Care  
Centre Inc.

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "A"**

Capital *	All Staff	Base Rate	\$31,220.80
		Wage Grant	\$ 5,865.60
		Pay Equity	\$ 4,617.60
		Total	\$41,700.00
Centretown*	All Staff	Base Rate	\$32,587.77
		Wage Grant	\$ 5,699.20
		Pay Equity	\$ 4,992.00
		Total	\$43,378.97
Colonel-By*	All Staff	Base Rate	\$32,124.75
		Wage Grant	\$ 6,114.16
		Pay Equity	\$ 4,737.71
		Total	\$43,006.62
Dalhousie*	All Staff	Base Rate	\$32,531.20
		Wage Grant	\$ 6,364.80
		Pay Equity	\$ 4,888.00
		Total	\$43,784.00
Glebe*	All Staff	Base Rate	\$32,023.99
		Wage Grant	\$ 6,323.20
		Pay Equity	\$ 4,659.20
		Total	\$43,006.39
South Ottawa*	All Staff	Base Rate	\$33,009.60
		Wage Grant	\$ 6,156.80
		Pay Equity	\$ 4,534.40
		Total	\$43,700.80
Sunflower*	All Staff	Base Rate	\$33,269.60
		Wage Grant	\$ 6,260.80
		Pay Equity	\$ 4,867.20
		Total	\$44,397.60
Vanier*	All Staff	Base Rate	\$32,697.60
		Wage Grant	\$ 5,595.00
		Pay Equity	\$ 4,950.00
		Total	\$43,430.20
Wellington Ward*	All Staff	Base Rate	\$32,587.77
		Wage Grant	\$ 5,948.80
		Pay Equity	\$ 4,784.00
		Total	\$43,430.40

**APPENDIX "B"**

<b>Centre</b>	<b>Position</b>	<b>Salary Rate (per hour)</b>	<b>Pay Equity (per hour)</b>	<b>Total</b>
Capital*	Casual	\$12.38	\$2.05	\$14.43
Centretown*	Casual	\$12.94	\$1.94	\$14.88
Colonel-By*	Casual	\$11.05	\$2.15	\$13.20
Dalhousie**	Casual	\$12.84	\$1.98	\$14.83
Glebe*	Casual	\$12.89	\$1.86	\$14.75
South Ottawa*	Casual	\$12.86	\$1.83	\$14.69
Sunflower*	Casual	\$11.70	\$2.34	\$14.04
Vanier*	Casual	\$11.60	\$2.15	\$13.75
Wellington*	Casual	\$11.38	\$1.82	\$13.20

## LETTER OF UNDERSTANDING

Between:

Capital Day Care Centre Inc.  
Centre Town Parents Day Care Inc.  
Colonel-By Child Care Centre Inc.  
Dalhousie Parents' Day Care Centre Inc.  
Glebe Parents' Day Care Centre Inc.  
South Ottawa Parents Day Cares Inc.  
Sunflower Co-operative Day Nursery Inc.  
Vanier Co-operative School-Age Program Inc.  
Wellington Ward (Ottawa) Child Care Centre Inc.

And:

Canadian Union of Public Employees, Local 2204

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All parties to this Collective Agreement recognize our centres face major challenges due to the Provincial Government's Full Early Day Learning Program (FDELP), chronic under-funding and changes in how the City of Ottawa will manage its child care fee subsidy funding.

Two strategies will be needed to address these challenges:

One is to work with the broader public and non-profit child care community to conduct a lobby of City Counselors and Mayor. This lobby will focus on raising awareness about the benefits of investing in quality public and non-profit child care. To ask Council to take leadership in helping our child care centres to transform as part of the (FDELP) and Child and Family Centres. To impress on Council the need to develop its child care system with children and families at the center.

Second is to work with the broader public and non-profit child care community and parents to lobby area Members of Provincial Parliament (MPP's) to increase and amend the child care funding formula to municipalities. Public and non-profit centres must receive the funding they need to transform in a way that makes them viable for the long term. Centres must also be given the resources they need to attract and retain a skilled and qualified workforce. Through these efforts we will ensure that our centres are able to deliver high quality early learning and care services that are affordable and accessible for families and good places to work for our staff.

The parties agree to work together to develop and carry-out a campaign based on the above strategies.

## LETTER OF UNDERSTANDING

Between:

Dalhousie Parents' Day Care Centre Inc.

Glebe Parents' Day Care Centre Inc.

Ottawa Parent Day Care Centres Inc.

Vanier Co-operative School-Age Program Inc.

And:

Canadian Union of Public Employees, Local 2204

### **Re: Four over Five**

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#### Description

The four over five plan has been developed to afford Employees the opportunity of taking one (1) year leave of absence without pay and through deferral of salary, finance the leave. The Plan allows an Employee to work four (4) years over a five (5) year period with one (1) year's leave in the fifth year of the Plan. Upon application, the Employer shall grant two (2) Employees per year the opportunity to take leave under this Plan, pursuant to this article.

#### Qualifications

Any Employee having completed her probationary period with the Employer is eligible to participate in this Plan.

- (a) Application for participation in the Plan must be filed no later than three (3) months prior to the intended date for participation in the Plan.
- (b) Written acceptance or denial for such application will be forwarded to the Employee within six (6) weeks of receipt of application.
- (c) Acceptance of an Employee's application will not be denied without just cause. Priority will be given to the requirements of the Day Care, including staffing and program needs.

#### Implementation of the Plan

- (a) The financial arrangements for funding the year of leave shall be arranged by mutual agreement between the Employee and the Employer. Each Employee in the (Cont'd) Plan shall sign an agreement with the Employer. The agreement shall specify the terms and conditions agreed to by the Employee and Employer.

- (b) An account will be established with the Day Care's financial institution for each participant in the Plan. The money to be deducted from each participant's bi-weekly pay will be deposited by the Employer to this account where it shall be retained and accumulate interest until the year of the leave or dissolution of the agreement between the Employer and the Employee. This Plan is subject to any rules and regulations established by the relevant financial institution.
- (c) During the year of leave, the Employee shall withdraw accumulated funds in the Employee's account. Benefits will continue in force for the first six (6) months of leave. After that period, the Employee may continue coverage of existing benefits by reimbursing the Employer for one hundred percent (100%) of premiums. Pension plan contributions will not be made in the year of leave.
- (d) During the first four (4) years in the Plan, the Employer and Employee will make pension plan contributions equal to ten and one half percent (10.5%) of the Employee's total salary.
- (e) An Employee's participation in the Plan is non-transferable to any other Centre except the Centre where the Employee originally applied. If an Employee transfers, she is responsible for making arrangements with the Trust Company in regards to the disposition of any accumulated funds.
- (f) During any period(s) of maternity leave, contributions shall not be made to the Plan and such period of absence shall not be counted as contributing years to the Plan.

#### Terms of Reference

- (a) The Employer shall place the Employee, upon her return to duty, in a position equivalent to that held at the commencement of the leave of absence.
- (b) Sick leave and vacation credits will not accumulate during the year spent on leave. Upon return, the Employee shall be credited with the same number of sick leave and vacation days she had before going on leave.
- (c) Leave taken under the Plan shall be treated as a year of work experience for seniority purposes only.
- (d) Employees declared redundant or terminated in any year of the Plan will be required to withdraw. Any accumulated funds will be paid to the Employee, subject to the regulations of the financial institution.
- (e) An Employee may withdraw from the Plan effective ninety (90) days after giving written notice to the Employer.
- (f) Where it can be demonstrated to the Employer by an Employee who is a participant in the Plan, that a financial emergency exists, or where the Employee who is a participant in the Plan is identified as being redundant, the notice period shall be waived and the accumulated funds shall be released to the Employee within sixty (60) days. In the case of the death of an Employee who is a

participant in the Plan, the accumulated funds shall be paid to the Employee's estate, providing the consents and releases required have been obtained.

#### Revenue Canada Contingencies

The present method of making income tax deductions shall continue. Any changes to this method are dependent upon a ruling from Revenue Canada that the income deferral scheme contemplated herein may be acceptable to Revenue Canada. The amount of income tax to be deducted at source will only be computed on the reduced salary with the agreement of the Employer and the participating Employee and after receipt of a ruling of Revenue Canada and of its terms. The participating Employees will be required to enter into an agreement with the Employer to indemnify and save the Employer harmless against all claims or demands or other forms of liability against the Employer by any person that may arise out of, or by reason of deductions made or payments made in accordance with this article.

## LETTER OF UNDERSTANDING

Between:

Capital Day Care Centre Inc.

Centre Town Parents Day Care Inc.

Colonel-By Child Care Centre Inc.

Dalhousie Parents' Day Care Centre Inc.

Glebe Parents' Day Care Centre Inc.

South Ottawa Parent Day Care Centres Inc.

Sunflower Co-operative Day Nursery Inc.

Vanier Co-operative School-Age Program Inc.

Wellington Ward (Ottawa) Child Care Centre Inc.

And:

Canadian Union of Public Employees, Local 2204

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The Employer and the Union agree that any additional funding received from the Child Care Wage Subsidy Grant shall be distributed to employees based on the Ministry guidelines and in accordance with the principles of distribution used in 1991.

## LETTER OF UNDERSTANDING

Between:

Glebe Parents Day Care Centre Inc.

And:

Canadian Union of Public Employees, Local 2204

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- 1) Transfers and promotions must maintain a high standard of care for the children, promoting their intellectual, physical and emotional development.
- 2) A candidate must demonstrate that she possesses the knowledge, skill and experience required in the job description before seniority is considered.
- 3) The appropriate method to demonstrate these requirements is through interviews, references and volunteer time in the program in which the position has become vacant.
- 4) The hiring procedures, as developed by the staff at the Glebe Parents Day Care and approved by the Board of Directors are the designated procedures and measuring tools used to determine if a candidate has demonstrated possession of the required knowledge, skill and experience.
- 5) The Employer will not implement hiring procedures in an unfair, arbitrary or discriminatory fashion.
- 6) The Employer recognizes the right to seniority in transfers within the Centre. The Employer will offer the position to the Employee who has demonstrated that they can fulfill the requirements of the job description and who has seniority.
- 7) The union recognizes that hiring committees, personnel committees and the Board of Directors are composed of parent and staff volunteers. It is recognized that it is the responsibility of these volunteers to ensure the highest level of care for the children.
- 8) Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment.

## **SCHEDULE “A”**

### **PARTICIPATION AGREEMENT**

The Agreement made this 11<sup>th</sup> day of September 2002.

BETWEEN EACH OF:

Capital Day Care Centre Inc.;

Centre Town Parents’ Day Care Inc.;

Colonel-By Child Care Centre Inc.;

Dalhousie Parents’ Day Care Centre Inc.;

Glebe Parents’ Day Care Centre Inc.;

South Ottawa Parents Day Cares Inc.

Sunflower Co-operative Day Nursery Inc.;

Vanier Co-operative Day Nursery Inc.;

Wellington Ward (Ottawa) Child Care Centre Inc.; and

**(The “Employer”)**

- AND -

**MULTI-SECTOR PENSION PLAN  
By its Trustees (the “Trustees”)**

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In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the “Plan”) by making contributions to the Plan in accordance with the joint collective agreement between the Employer and Local 2204 of the Canadian Union of Public Employees (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 11<sup>th</sup> day of September, 2002 (the “Collective Agreement”), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with

the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated as amended (“Declaration of Trust”) which established the Plan.

2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

- i) To Be Provided Once Only At Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer’s fund entry date (for the purpose of calculating past service credit)
  - Gender
- ii) To Be Provided With Each Remittance
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially and As Status Changes
  - Name
  - Full Address
  - Termination Date Where Applicable (MM/DD/YY)
  - Marital Status