

# COLLECTIVE AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 2204  
(Herein called the "Union")

## **CUPE-SCFP**

Canadian Union of Public Employees • Syndicat canadien de la fonction publique

Local 2204

and

We build strong kids...  
strong families...  
strong communities.



Dévoué au mieux-être  
des enfants... des familles...  
des communautés

YMCA-YWCA

The National Capital Region YMCA-YWCA (herein called  
the "Employer")

From July 1<sup>st</sup>, 2020 to June 30<sup>th</sup>, 2023

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	3
ARTICLE 2 - MANAGEMENT RIGHTS .....	4
ARTICLE 3 - RECOGNITION AND NEGOTIATION .....	4
ARTICLE 4 - NO DISCRIMINATION .....	7
ARTICLE 5 - MEMBERSHIP REQUIREMENT .....	8
ARTICLE 6 - CHECK-OFF of UNION DUES .....	8
ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT POTENTIAL EMPLOYEES .....	9
ARTICLE 8 - CORRESPONDENCE .....	10
ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS .....	10
ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER .....	12
ARTICLE 11 - GRIEVANCE PROCEDURE .....	13
ARTICLE 12 - ARBITRATION .....	15
ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE .....	17
ARTICLE 14 - SENIORITY .....	19
ARTICLE 15 - PROMOTIONS and STAFF CHANGES .....	20
ARTICLE 17 - HOURS OF WORK .....	24
ARTICLE 19 - PAID HOLIDAYS .....	26
ARTICLE 20 - VACATIONS .....	26
ARTICLE 21 - SICK LEAVE PROVISIONS .....	30
ARTICLE 22 - LEAVES OF ABSENCES .....	32
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES .....	37
ARTICLE 25 - EMPLOYEE BENEFIT PLANS .....	38
ARTICLE 26 - HEALTH AND SAFETY .....	40
ARTICLE 27 - CONTRACTING OUT .....	42
ARTICLE 29 - CHILD I ADULT RATIO .....	42
ARTICLE 30 - GENERAL CONDITIONS .....	42
ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS .....	43
ARTICLE 32 - COPIES OF AGREEMENT .....	44
ARTICLE 33 - GENERAL .....	45
ARTICLE 34 - TERM OF AGREEMENT .....	45
ARTICLE 35 - LEGAL INDEMNITY .....	46
APPENDIX "A" .....	47
Wage Rates: Full-time, Part-time and Temporary Employees .....	47
APPENDIX "B" .....	48
Wage Rates: Casual Employees .....	49

## ARTICLE 1 - PREAMBLE

**1.01** This agreement covers the working arrangements between the National Capital Regional YMCA-YWCA and its employees working in the Child Care programs.

The National Capital Region YMCA-YWCA is a Volunteer Based Charity operated in the name of its members for the benefit of the community, offering a variety of programs and services. Child Care is one of the Association's Core Programs.

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 childcare workers and the employer and parents, recognizing that these groups have an essential interest in obtaining the best conditions for childcare.
- (f) To encourage and promote the development of accessible, affordable, quality childcare 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 as specified in the *Ontario Human Rights Code*.

- (b) Immediate family:  
For the purpose of this agreement, "immediate family" shall be used to designate parents, spouse, brothers, sisters, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or those individuals filling these roles in a step family or common law relationship, or any close dependency situation.
- (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.
- (e) Days:  
For the purpose of this agreement, "days" shall refer to working days.
- (f) Centre(s):  
For the purpose of this agreement, "centre" shall refer to the specific work location(s) whereby the Employer delivers one or more licensed childcare programs, e.g., infant, toddler, pre-school, kindergarten, and school-age.

## **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 bargaining agent of all employees employed by the National Capital Region YMCA-YWCA in its regulated, licensed child care programs in the City of Ottawa, save and except supervisors and persons above the rank of supervisor, 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.

It is however recognized by both parties that the YMCA-YWCA is an International Voluntary Organization and that the Association will, from time to time, use Volunteers in the provision of these services. These volunteers will not replace any of the paid workers nor be used to meet the staffing ratios required under the *Day Nurseries Act*.

### **3.03 Part-time, Temporary and Casual Employees**

This Collective Agreement is fully applicable to all part-time, temporary and casual employees unless otherwise specified.

### **3.04 Definition of Employees**

- 1) A permanent full-time employee is a person employed in the Child Care program who regularly works more than twenty-four (24) hours per week.
- 2) A permanent part-time employee is a person employed in the Child Care program who regularly works twenty-four (24) hours or less per week.
- 3) A temporary employee is a person employed by the Child Care for a specific length of time to replace a permanent employee who is on an extended leave of absence. Temporary employees shall be hired for a period of not less than three (3) months but shall not exceed fifty- two (52) weeks, unless mutually agreed by the Union and the Employer.
- 4) A casual employee is defined as a person who is employed by the Child Care on an intermittent basis for periods of employment of less than three months continuous duration.

### **3.05 Rights of Temporary and Casual Employees**

All temporary and casual employees shall have all rights and benefits under the collective agreement except as modified below.

#### **a) Seniority for Temporary and Casual Employees**

Temporary and casual employees shall accrue seniority based on the number of shifts worked since the date of first hire with the Employer. If a temporary employee or a casual employee becomes a permanent employee, her seniority date shall be adjusted based on the number of shifts worked while a temporary or casual employee.

#### **b) Rights of Temporary Employees**

- i) Temporary employees shall not be covered by the provisions of Article 16 - Layoff and Recall.
- ii) Temporary employees shall not be covered by the following provisions of Article 22 - Leaves of Absence:
  - 22.09 - Paid pregnancy leave.
  - 22.10 - Paid parental leave.
  - 22.15 - Paid leave E.C.E. placements.
  - 22.16 - General Leave.
  - 22.17 - Employer payment of Employee Benefits during General Leave.
  - 22.18 - Educational leave.
  - 22.19 - Employer payment of Employee Benefits during Educational Leave.

#### **c) Rights of Casual Employees**

Casual employees shall not be covered by the provisions of:

- > Article 16 - Layoff and Recall.
- > Article 19 - Holidays.
- > Article 20 - Vacations but shall receive vacation in accordance with the *Employment Standards Act*.
- > Article 21 - Sick Leave.
- > Article 22 - Leaves of Absence except as required by law.
- > Article 25 - Employee Benefit Plans.

### **3.06 No Other Agreements**

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

## **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, upgrading, 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, gender, or marital status, place of residence, nor by reason of her membership or activity in the Union or for any other reason prohibited under the Ontario Human Rights Act, as amended.

### **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 rumors that damage a person's or the Association's reputation;
  - Actions that invade privacy or property, or unwelcome gestures; and
  - Display or distribution of electronic material that offends.
  - 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.

b) 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.

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

## **ARTICLE 5 - 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 bylaws 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 Check-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**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on 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 during the first sixty (60) days of employment within regular working hours, without loss of pay for either, for the purpose of acquainting the new Employee with the benefits and duties of union membership and responsibilities and obligations to the Employer and the Union.

Such interview may take place on the Employer's premises or via online communication if available, at a time and location designated by the Employer for such interview and shall not exceed Twenty 20 minutes duration time spent at the session shall be without loss of pay and benefits.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program. Prior arrangement for such interviews shall be made with the Employer, so that they shall not interfere with the normal operation of the Agency. The Employer shall notify the Union President of the new employee within (7) days of hiring.

## **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 the local's office email address.

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 local's office email address.

### **8.02** Once per calendar year, the Employer will provide the Union with a list of the members of the bargaining unit together with their classification, status, email address, home addresses and telephone numbers.

The Union shall also be provided contact information for each new hire (e-mail & cell number) if it is made available to the employer.

### **8.03** The Employer will notify the Union of new worksites for members of the bargaining unit as they become operational.

## **ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS**

### **9.01 Representation**

The Employer shall not bargain with or enter into any agreement, related to their employment or their working conditions, 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 and stewards. 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 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, which could be an online communication platform if possible.

## **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.

## **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.

It is the responsibility of the employee to inform their supervisor of the required time off at least one week in advance of planned meeting to allow for proper coverage.

## **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, financial information pertaining to the child care program, job descriptions, positions in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pension and health benefit plans, which the Union considers pertinent for collective bargaining processes.

## **9.08 Labour Management Committee**

The parties agree to the establishment of a Labour Management Committee composed of two (2) members of the Union and two (2) representatives from management. The Committee shall be empowered to discuss and present to the Vice President responsible for the YMCA-YWCA licensed childcare program, resolutions and recommendations pertaining to agency programs and policy matters, as well as working conditions including advance notice of lay-off.

Copies of the Committee minutes shall be distributed to each member of the committee with a copy send to the Recording Secretary of the Union. Copies of the Committee minutes will be posted in the workplaces a maximum of three weeks after the meeting took place.

The Labour Management Committee shall meet at least two (2) times each year and more frequently at the request of either party.

Labour Management Committee meetings shall be held during regular working hours. Union representatives on the Labour Management Committee shall suffer no loss of pay for time spent in committee meetings.

The position of Chairperson shall rotate every meeting.

## **9.09 Health and Safety**

CUPE 2204 members have the right to appoint a representative to the YMCA-YWCA Health & Safety Committee(s) at all facilities owned by the National Capital Region YMCA-YWCA where a licensed childcare is operating. This representative will represent childcare related issues that impact on childcare operations or staff.

Time spent attending meetings of the Joint Health and Safety Committee shall be considered as time worked. Such time shall be with pay and benefits.

- 9.10** The Employer will allow the Union access to the Employer's premises to conduct union meetings and union functions after working hours. Prior arrangement for such functions shall be made with the Employer. It is agreed that other than General Membership meetings for CUPE Local 2204, such access will be for YMCA-YWCA employees only and deal with issues related to the Y bargaining unit. 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**

The YMCA-YWCA is part of two National Movements and will, at times, be involved in making presentations to Government on various topics related to

the many areas of work of the Association. It is agreed that when appropriate and practical the Association will, when making reports or recommendations to be made to the Municipal, Regional, Provincial or Federal Governments, or their respective advisory committees dealing with matters of childcare policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union. 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, bylaws, 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 childcare, received by either party, shall be maintained in an open file to which the employees have access upon request.

## **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 Union Stewards**

There shall be Stewards for each childcare centre affected by this Collective Agreement. The names of the Stewards for each Centre shall be posted on the staff bulletin boards. The Union shall provide these names to the Employer. The number of Stewards shall be for a center with ten (10) or fewer full-time employees - one (1) Steward, ten (10) to twenty-five (25) full-time employees - two (2) Stewards, and greater than twenty-five full-time employees - three (3) Stewards.

### **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 the permission of her supervisor. Such permission shall not be unreasonably withheld.

The Steward in carrying out an investigation will not disrupt the work of other employees or have contact with parents, without the knowledge of the

Employer.

#### **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.

##### **Settling of Grievances Step 1:**

An employee having a question or complaint shall refer it to her immediate supervisor. The employee shall have the option of having her Steward present during such discussion. The supervisor shall reply to the employee, giving the answer to the question or complaint · within three (3) working days from the date it was submitted.

##### **Step 2:**

If further action is then to be taken, within ten (10) working days after the decision is given in Step 1, the employee with the assistance of her Steward shall submit a written statement of the particulars of the grievance and the redress sought to the Director of Child Care. A meeting may be arranged to discuss the grievance, if requested, by either party. The Director of Child Care shall render her decision within seven (7) working days, from the date the grievance was submitted under Step 2, or within seven (7) working days from the date of the meeting held to discuss the grievance.

##### **Step 3:**

Failing satisfactory my settlement being reached in Step 2, the Steward will, within seven (7) working days of receipt of the decision under Step 2, submit the grievance to the Vice President responsible for the YMCA-YWCA licensed childcare program. A meeting may be arranged to discuss the grievance, if requested, by either party. The Vice President shall render her decision within ten (10) working days, from the date the grievance was submitted under Step 3, or within ten (10) working days from the date of the meeting held to discuss the grievance at Step 3.

##### **Step 4:**

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

#### **11.05 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, it will be submitted at Step 2 of this procedure.

#### **11.06 Union and Employer May Institute Grievances**

a) 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.

- b) The Employer shall have the right to initiate a grievance procedure, and to seek adjustment with the Union in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

#### **11.07 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 at the second step (Step 2) of the grievance procedure for preferred handling.

#### **Replies in Writing**

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

#### **11.08 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meeting. If mutually agreed upon these meetings can take place over an online communication platform if possible.

#### **11.09 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.

#### **11.10 Technical Objection to Grievance**

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 appointee to the arbitration board. The two (2) appointees 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:

**12.06.1** The fees and expenses of the nominee it appoints; and

**12.06.2** One-half (1/2) 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 Single Arbitrator**



Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

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

### **13.01 Principle of Innocence**

Both parties agree that an employee is considered innocent until proven otherwise. The parties agree that the Employer shall only discipline an employee for just cause.

### **13.02 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.

**13.03** Whenever the Employer or her/his authorized agent deem it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer will present the censure in written form to the employee. 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.

### **13.04 Right to Have Steward Present**

An employee shall have the right to have a Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall give the employee sufficient advance notice of the purpose of the interview, in order to reasonably allow the employee to arrange for a Steward to be present at the interview, as set out in Article 11.03.

### **13.05 Suspension/ Discharge**

Prior to the imposition of a suspension or discharge, an employee who has completed probation, shall be given the reason in the presence of her Steward or Union Representative. Such employee and the Union shall be advised promptly in writing by the Administrator of the reason for such suspension or discharge.

**13.06** In the event an employee who has completed her probationary period is

suspended or discharged from employment, and the employee feels that the suspension or discharge is unjust, the case may then be taken up as a grievance.

**13.07** Such grievance shall proceed directly to Step 2 of the grievance procedure, must be presented in writing, dated and signed, within ten (10) working days after the notice of the discharge was given.

**13.08 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction, which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to her work, within ten (10) working days of the event of the complaint. A copy shall be forwarded to the Shop Steward at the Child 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.

**13.09 Access to Personnel File**

Upon twenty-four (24) hours notice, an employee shall have the right, at a reasonable time during the work day, to have access to, and under the direct and constant supervision of a manager or designate, to 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.

**13.10 Employee Record**

Except in cases of child abuse, or neglect, the record of an employee shall not be used against her at any time eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

In the case of child abuse or neglect and the investigation is completed the record shall remain on file for twenty-four (24) months.

**13.11 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 work 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 may be paid at the discretion of the Employer.

**13.12 Political Action**

No employee shall be disciplined for participating in any political action(s), including those called for by the Canadian Labour Congress, its affiliates or

subordinate bodies, providing such action is not on the Employer's premises, nor in YMCA-YWCA uniform, nor in any way indicating that they represent the YMCA-YWCA without the approval of the Employer.

### **13.13 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.

### **13.14 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

## **ARTICLE 14 - SENIORITY**

### **14.01 Seniority Defined**

- a) Seniority shall be from date of hire.
- b) Employees transferring from other YMCA-YWCA's and/or National Capital Region YMCA-YWCA, who are not currently in the bargaining unit, will receive full credit for service, for the purposes of vacation entitlement and pension, but half credit for service, for purposes of placement on the wage grid.

### **14.02 Seniority List**

The Employer shall maintain a seniority list showing the seniority of each employee. An up-to-date seniority list shall be sent to the Union and posted within each Child Care Centre in January each year, and within fifteen (15) days of receiving a request from the Union.

### **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 into a permanent full-time or permanent part-time position. 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 except with respect to discharge.

### **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 resignation within 24 hours of submission.
- (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 in the bargaining unit, 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. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's retirement date.

In the case of an expansion of Child Care spaces/programs, newly created positions shall be posted in accordance to the terms and conditions set out in Article 15.

All temporary vacancies of three months duration or greater will be posted.

In the case of retirement, the position shall be filled within one (1) week of the job opening. All other postings shall be filled within eight (8) weeks after the initial posting date, provided there are qualified internal candidates.

### **15.02 Information in Postings**

Job Postings shall contain the following information: Nature of position, location, hours of work, 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 all persons."

### **15.03 Outside Advertising**

In order to facilitate filling vacancies as quickly as possible, and where mutually agreed upon, outside advertising for any vacancy may take place at the same time job positions are posted as outlined in Article 15.01, but no application received, as a result of such outside advertising, will be considered until the applications of present members of the bargaining unit have been fully processed.

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

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to the length of service;
- (c) employees who are related or living in cohabitation, or spousal relationship with other employees, shall disclose this to their manager. These employees shall not be in a situation where one is the other's supervisor, or in a position to evaluate, recommend promotion, or grant work related privileges.

Therefore, in making staff changes, transfers or promotions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02.

### **15.05 Trial Period**

The successful applicant shall be placed on trial for a period of one month. Conditional on satisfactory service, the employee shall be declared permanent after the period of one (1) month. 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 Emailed to all employees. The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment withing seven (7) days by email to the local's office address.

## **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-Off and Recall**

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

### **16.03 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 twenty (20) working days prior to the effective day of layoff, or pay in lieu thereof.

During the period of notice, affected employees shall be allowed up to three (3) working days off without 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.

### **16.04 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.

### **16.05 Joint Action with Union to Prevent Lay-Offs**

The Employer shall participate in joint action with the Union to prevent lay-offs occurring.

### **16.06 Layoff and Recall Procedure**

An employee in receipt of notice of layoff may:

- (a) accept the layoff; or
- (b) opt to resign and receive severance; or
- (c) opt to retire, if eligible under the terms of the Pension Plan; or

- (d) displace another employee, who has lesser bargaining unit seniority in the same, or a lower, or an identical-paying classification in the bargaining unit, if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 16.03.

An employee, who chooses to exercise the right to displace another employee with lesser seniority, shall advise the Employer of her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate, at the level of service corresponding to that of the laid off employee, is within 1% of the laid off employee's straight time hourly wage rate.

It is understood that employees cannot improve their job status (e.g. - move from part-time to full-time) through the bumping procedure caused by a layoff.

- (e) In the event that there are no employees with lesser seniority in the same, or a lower, or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority, who is the least senior employee in the classification and where the straight-time hourly rate, at the level of service corresponding to that of the employee, is within fifteen (15%) per cent of the laid-off employee's straight-time hourly rate.

**16.07** No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

**16.08** The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and ability to perform the work.

**16.09** An employee recalled to work, in a different classification from which he or she was laid off, shall have the privilege of returning to the position held prior to the layoff, should it become vacant within six (6) months of being recalled.

**16.10** No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, within ten days of notification, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

**16.11** The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record (which notification shall be deemed to be received on the fourth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

**16.12 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 paid work shall be eight (8) hours per day including a thirty (30) minutes paid rest period.

Split shifts shall be kept to a minimum.

**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 Rotating Shifts**

Once per year, employees in each program will meet to determine the master schedule for the program for that year, including the preferences of the employees in the program to work rotating or fixed shifts. Master schedules for the year must meet the Employer's staffing requirements and must be approved by the Employer. Such approval will not be unreasonably denied.

Should the employees in a program fail to agree on a master schedule for the year, the Employer will have the right to unilaterally impose such a schedule.

**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.

Mandatory program meetings shall be posted at least two (2) weeks in advance, to provide an opportunity for employees to submit proposed agenda items. The Employer reserves the right to schedule mandatory ad hoc meetings in cases of emergencies or extenuating circumstances without regard



to the notice provisions.

### **17.05 Eating Period**

- a) Employees working eight (8) hours in one day:

The Employer shall give an employee an unpaid period of thirty (30) minutes combined with a thirty (30) minutes paid rest period. The two consecutive periods, together totaling one (1) hour, constitute the eating period.

- b) Employees working less than eight (8) hours in one day:

The Employer shall give an employee an unpaid period of thirty (30) minutes combined with a paid rest period pro-rated to the full-shift amount. The two consecutive periods together constitute the eating period.

### **17.06 Paid Rest Period**

- a) A paid rest period is thirty (30) minutes in duration for an eight (8) hour shift.
- b) A paid rest period can be pro-rated, based on the number of hours worked, when an employee works less than an eight (8) hour shift.
- c) A paid rest period of fifteen (15) minutes in duration is provided when an employee works three (3) hours or more.

## **ARTICLE 18 - OVERTIME**

### **18.01 Overtime Defined**

Overtime is defined as all hours worked, in excess of the regular daily hours or the regular weekly hours, as referred in 17.01 and 17.02.

### **18.02 Overtime Rate**

Overtime work shall be paid for at the rate of time and one-half (1- 1/2) an employee's regular hourly rate of pay.

- 18.03** 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 (1-1/2)]. at a time mutually agreed upon with the Employer.

## **ARTICLE 19 - PAID HOLIDAYS**

### **19.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- New Year's (1/2 day);
- Good Friday;
- Victoria Day;
- Civic Holiday (August);
- Thanksgiving Day;
- Christmas Day;
- Family Day (February);
- New Year's Day;
- Easter Monday;
- Canada Day;
- Labour Day;
- Christmas Eve (1/2 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. If these days fall outside the days listed above, they will be drawn against the employee's vacation days or taken as leave without pay, as requested by the employee.

### **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 mutually agreed to by the employee and the Employer. Casual employees shall receive compensation for statutory holidays in accordance with the *Employment Standards Act*.

## **ARTICLE 20 - VACATIONS**

### **20.01 Vacation Entitlement Year**

Annual vacation entitlement is based on a calendar year, from January 1 to December 31.

#### Vacation Entitlement, Qualifiers and Calculation of Payment

<b>Years of Continuous Service</b>	<b>Rate of Vacation with Pay</b>
<b>Less than one (1) year</b>	<b>Calculated at the rate of 1.25 days for each month of employment.</b>
<b>More than one (1) less than ten (10)</b>	<b>Fifteen (15) days vacation</b>
<b>Ten (10) years plus</b>	<b>Twenty (20) days vacation</b>

- a) An employee who does not have a regular work week, defined under Article 17.02, shall receive the average number of days the employee worked per week, during the most recently completed vacation entitlement year.
- b) A casual employee with less than five (5) year of service shall receive four (4%) percent vacation pay and employees with 5 years or more in service shall receive six (6%) percent vacation pay or as amended by ESA 2000 ACT.
- c) An employee who has completed ten (10) years or more of continuous service shall be entitled to four (4) weeks annual vacation, with pay.
- d) An employee who does not have a regular work week, defined under Article 17.02, shall receive the average number of days the employee worked per week, during the most recently completed vacation entitlement year.
- e) A casual employee shall receive 4% vacation pay.

#### **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 Scheduling of Vacations**

##### **a) Vacation Scheduling - Summer**

All requests for time off during the summer vacation period (June 15th to September 15th of any calendar year) shall be submitted in writing to the Employer by April 1st of any year. The Employer will post the work

schedule for the summer vacation period by May 1st of any year. Approval of vacation and other time off will be based on seniority, provided that the Employer has sufficient replacement staff to meet the operational requirements of the Centre.

Employees, who do not submit their vacation request prior to April 1st of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis.

**b) Vacation Scheduling - Christmas Period**

All requests for time off during the Christmas and New Year's period (December 15th to January 15th) shall be submitted to the Employer by October 1st of any year. The Employer will post the work schedule of the upcoming Christmas and New Year's period by November 1st. Approval of vacation and other time off will be based on seniority, provided that the Employer has sufficient replacement staff to meet the operational requirements of the Centre.

Employees, who do not submit their vacation request prior to October 1st of any year, may have their vacation request approved, provided that it does not disrupt the operational requirements of the Centre. Such requests will be considered on a first come, first served basis.

**c) Replacement**

The employer will be responsible to manage, change, approve and find a shift replacement for days off, vacation, and leaves that have been requested with a minimum of (14) days' notice. Any schedule changes made without (14) days' notice will be at the employee's responsibility. Any approved time off will not be revoked for any reason, unless mutually agreed upon.

**20.04 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*.

**20.05 Vacation Pay on Retirement**

On normal retirement, an employee shall be entitled to the vacation or vacation pay that has been earned and accumulated for her use.

**20.06 Seniority in Vacation Preference**

Vacations will be granted, first on the basis of seniority, for employees making application prior to April 30th of each calendar year. Vacation requests

submitted on or after May 1st will be granted in order of their date of submission.

#### **20.07 Unbroken Vacation Period**

- a) An employee shall receive an unbroken period of vacation unless the employee requests otherwise.
- b) A vacation shall be a two-week period or two periods of one week each, or any other sequence thereafter when the vacation entitlement is considered. An employee may request in writing, that the vacation be taken in shorter periods, and the Employer agrees to that request.
- c) When an employee requests in writing, that the vacation be taken in shorter periods than stated in 20.07(b), the Employer will grant, in a calendar year, up to a maximum of five (5) vacation days from the employee's entitled vacation bank. The combined sequences of these vacation days cannot total more than five (5).
- d) Whenever a Public Holiday, such as stated in Article 19.01, is paired with four (4) vacation days, it will not constitute a shorter vacation period, as presented in Article 20.07(c).

#### **20.08 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. The Employer may ask for reasonable proof of illness or bereavement, should an employee claim entitlement under this clause.

#### **20.09 Maximum Annual Carry-Over of Vacation**

No employee shall carry over more than ten (10) days vacation from any previous year, without the consent of the Employer, which must be used as specified by the *Employment Standards Act*.

**20.10** Vacation may not be taken in advance of being earned.

#### **20.11 Vacation Pay**

- a) The Employer shall pay a casual employee vacation pay that accrues during a pay period, on the pay day for the pay period equal to a percentage of the wages as specified in Article 20.01, excluding vacation pay, that the casual employee earned during the period for which the vacation is given.
- b) Any vacation pay owed, that an employee earned during the period for

which the vacation is given, is paid at the current rate of pay for the pay period.

## **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, 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**

Full-time, including temporary full-time employees, shall earn sick leave at the rate of *one* and one-half (1.5) days for *every* month an employee is employed.

Part-time, including temporary part-time employees, shall earn sick leave on a pro-rated basis.

### **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 twenty (120) days.

### **21.04 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.

### **21.05 Proof of Illness**

An employee may be required to produce a certificate from a medical practitioner, for an illness in excess of three (3) working days or after the fifth (5th) instance of single days of absence in a calendar year, certifying that she was unable to carry out her duties due to illness. On provision of a receipt, the Employer shall pay the cost of the medical certificate, so requested.

### **21.06 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.

### **21.07 Extension of Sick Leave**

An employee with more than three (3) 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 (1/2) 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. This benefit is only available to an employee once every five-year period.

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

#### **21.08 Sick Leave Records**

In January of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to her credit.

#### **21.09 Medical Appointments**

Employees will make every attempt to schedule medical appointments for themselves and dependents outside their normal working hours or at the beginning or end of a workday. Whenever possible, appointments will be scheduled in advance to allow for proper staffing. Time taken for appointments will be charged against sick leave credits.

#### **21.10 Notification of Illness**

Staff must call with as much notice as possible but at least a minimum of two (2) hour, prior to their scheduled shift beginning time, if they are not reporting for work because of illness. Staff who do not call in, and who do not provide a reasonable explanation for their failure to call in, shall forfeit sick pay for the time not worked.

#### **21.11 Electronic System**

The Employee must enter their time into the electronic system upon their return to work after a period of illness. When required, medical certificates must be submitted no later than five (5) days from the date of return.

#### **21.12 Modified Work**

The Employer will notify the Union of the names of any employees represented by the Union who are off work as a result of a work- related injury.

When it is medically determined that an employee is unable to return to the full duties of his/her position because of disability, the Employer will meet with the

Union to discuss the circumstance surrounding the employee's return to suitable work.

## **ARTICLE 22 - LEAVES OF ABSENCES**

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

Upon request from the Union, the Employer shall grant a leave of absence, with pay and without loss of benefits or seniority, to employees appointed or elected to represent the Union, at Union conventions, seminars, educational classes and to perform other Union business.

Approval of such leave shall be subject to operational requirements, but shall not be unreasonably denied.

The Union shall provide as much written notice as possible, but in any event, no less than two (2) weeks' notice of such leaves.

The Union agrees to reimburse the Employer for the costs of replacing an employee taking Union leave under this Article.

### **22.02 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.

(1) An employee who is elected to public office shall be allowed leave of absence, without pay, but with no loss of seniority for a period of one year during her term(s) of office. The employee must re-apply for such at the end of every term in office. Approval will not be unreasonably denied.

It is the responsibility of the employee on leave to keep her qualifications up to date.

(b) An employee who is elected or selected for a position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence, without 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.

### **22.03 Paid Bereavement Leave**

(a) An employee shall be granted three (3) regularly scheduled consecutive workdays' 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.

- (b) An employee shall be granted one (1) regularly scheduled 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.

**22.04 Special Leave**

Employees shall be allowed to draw from their sick leave bank for leave of absence, with pay and without loss of seniority and benefits, for a total of up to seven (7) days per calendar year for the following reasons:

<b>Reason</b>	<b>Leave of Absence</b>
Birth of employee's or spouse's child	up to three (3) days
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
When no one other than the employee can provide care in the case of illness/injury of a member of her immediate family, or of another person who is a dependent of the family	up to five (5) days
Marriage or divorce	up to four (4) days

## **22.05 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.

## **22.06 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-seven (37) weeks (or up to thirty-five weeks, if the employee took pregnancy leave before her parental leave) may be taken during a period not exceeding fifty-two (52) weeks after the birth or adoption of a child. Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

## **22.07 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 seventy-eight (78) weeks.

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 seventy-eight (78) weeks. The Employer is obligated to continue to make pension contributions, provided that the employee continues to make her regular pension contribution. Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

## **22.08 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 two weeks' notice or four (4) weeks' notice if changing original date of return. 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.

## **22.09 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. The maximum leave available to each employee shall be two (2) days per year. The Employer may request reasonable proof that the leave was used for the reason requested.

Employees who have completed their probationary period will be granted leave of absence without pay, with 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 employee will reimburse the Employer the cost of the placement through cash, unused vacation credits, or banked lieu time.

## **22.10 General Leave**

An employee, of at least two (2) years seniority, shall be entitled to leave of absence for up to a maximum of six (6) months, without pay and without loss of seniority, when she requests such leave for good and sufficient cause. Such leave may be extended with the approval of the Employer.

An employee, of at least three (3) years seniority, shall be entitled to leave of absence for up to a maximum of one (1) year, without pay and without loss of seniority, when she requests such leave for good and sufficient cause. Such leave may be extended with the approval of the Employer.

Employees, with less than two (2) years of 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 unreasonably withheld.

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

## **22.11 Employee Benefits during General Leave**

During the period of General Leave, employees will be entitled to benefit coverage up to the end of the month in which the leave commenced. Employees may opt to continue benefit coverage, for the duration of their leave, provided they cover the full cost of such benefits. The Employer has the right to request that the employee provide monthly post-dated cheques to cover the benefit costs.

Employees on a general leave of absence shall not accrue vacation or sick leave during the period of her leave. Employees on a general leave of absence

shall accrue seniority for a maximum of one (1) year only.

## **22.12 Educational Leave**

- a) 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.
- b) 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.
- c) Article 22.13 (b) does not apply in the event an employee is voluntarily transferred, or promoted, or hired into a new position, without having the full qualifications required for the job and where, as a condition of her transfer or promotion, she is required to obtain those qualifications.

## **22.13 Employee Benefits during Education Leave**

During a period of unpaid Educational Leave, employees will be entitled to benefit coverage up to the end of the month in which the leave commenced. Employees may opt to continue benefit coverage, for the duration of their leave, provided they cover the full cost of such benefits. The Employer has the right to request that the employee provide monthly post-dated cheques to cover the benefit costs.

Employees on an unpaid educational leave of absence shall not accrue vacation or sick leave during the period of her leave. Employees on an educational leave of absence shall accrue seniority for a maximum of one (1) year only.

## **22.14 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 Child 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.

## **22.15 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 semi-monthly in accordance with Appendix "A" or Appendix "B" 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, gender.

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

An employee assigned, promoted, or reclassified to a higher paying position carrying, shall be placed in the range of the higher rated classification, so that she shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of her previous classification (provided that she does not exceed the wage rate of the classification to which she has been promoted.

### **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 Child Care Allowance**

The Employer shall reimburse, up to a limit of four dollars (\$4.00) 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.

**24.04** All matters in article 24 shall be discussed at a Labour Management meeting.

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

#### **25.01 Hospital and Medical Insurance**

- a) The Employer shall pay fifty percent (50%) of the cost of the existing Extended Health Plan providing individual and family coverage as follows:
  - Drug coverage at 100% reimbursement;
  - Dispensing fee as outlined in the Group Benefits Program;
  - Hearing aid coverage of \$500 every five years;
  - Semi-private hospital coverage;
  - Nursing Care;
  - Paramedical Care coverage (Physiotherapy, Massage, Chiropractic) (maximum: \$1,500 per year);
  - Out-of-country coverage.
- b) In the case of absence for illness or disability, the Employer's contribution will be paid, for the coverage in 25.01 (a), for twelve (12) months after the exhaustion of all sick leave and vacation leave, thereafter, the employee may pay the full premiums through the Employer, subject to arrangement by the carrier.

## **25.02 Group Life Insurance Program**

- a) The Employer and the employee shall each pay fifty percent (50%) of the premium costs for Group Life Insurance, including AD&D coverage for all employees, providing a minimum benefit equivalent to three (3) times an employee's annual salary, for those employees with family coverage, and a benefit equivalent to one (1) times an employee's annual salary, for those employees with single coverage.
- b) In the case of absence for illness or disability, the Employer's contribution will be paid, for the coverage in 25.02 (a), for three months after the exhaustion of all sick leave and vacation leave, after which the employee may pay both shares of the premium, with the approval of the carrier, for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer, subject to agreement by the carrier.

## **25.03 Long Term Disability Plan (LTD)**

- a) The employee shall pay one hundred percent (100%) of the premium for the existing Long Term Disability Plan, which shall provide coverage for sixty-five percent (65%) of an employee's annual salary. The coverage shall commence six (6) months after the initial date of disability, shall provide benefit for two (2) years "own occupation" disability, and coverage until age sixty-five (65) in the event of total disability.
  - b) In the case of absence for illness or disability, the employee may choose to continue to pay her contributions, for the duration of her illness or disability, for up to one (1) year from the date of leaving work.
  - c) The Employer will provide each employee with a monthly credit equivalent to fifty percent (50%) of the standard premium for LTD. The standard premium rate is based on coverage for "own occupation" for a one (1) year period versus the two (2) years listed in 25.03 (a).
- c) The employee shall retain their earned seniority but will not accumulate sick leave, nor vacation credits.

## **25.04 Workers' Occupational Insurance Coverage**

The Employer will continue to provide the existing coverage, for all employees, in the event of an "on the job" accident.

The Employer will provide private insurance for all employees against loss, resulting directly and independently of all other causes, from bodily injuries caused by a workplace accident.

The coverage will include the following items as per the current insurance policy:

- ✓ Accidental Death and dismemberment benefit;
- ✓ Permanent total disability benefit;
- ✓ Total disability - weekly indemnity.

#### **25.05 Dental Plan**

- a) The Employer shall pay fifty percent (50%) of the premium for the existing Dental Plan, providing coverage as follows:
  - Basic and preventive treatment with co-insurance at 80/20;
  - Endodontics and periodontics with co-insurance at 50/50;
  - Oral surgery with co-insurance at 80/20;
  - Maximum of \$2,000.00 per individual, per calendar year.
- b) In the case of absence for illness or disability, the employee may choose to pay the entire premium, for the duration of her illness or disability, for up to one (1) year from commencement of absence, subject to agreement by the carrier.

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

- a) All members of the bargaining unit shall have the option of contributing to the YMCA of Canada Pension Plan after two (2) years of employment. After three (3) years of employment, full-time employees must join the Plan.
- b) Each bargaining unit employee participating in the Pension Plan shall contribute, for each pay period, an amount equal to five percent (5%) of their earnings to the Plan. The Employer shall contribute to the Plan on behalf of each employee, for each pay period, an amount equal to five percent (5%), matching the employee's earnings. Pension contributions shall begin on the first day of the pay period following the completion of the eligibility period.
- c) Employees may elect to increase their contributions to the Pension Plan, without the Employer matching this increased contribution, in accordance with the Plan's rules.

### **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 as set out in Bill 168.



## **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 Child 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 be allowed to draw on her sick leave bank to 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 bypassed.

## **ARTICLE 27 - CONTRACTING OUT**

### **27.01 Restrictions on Contracting-Out**

- a) In order to provide job security for the members of the bargaining unit, the Employer agrees that all work of 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, except by mutual agreement of the parties of the Labour Management Committee.
- b) Save and except for the immediate supervisors, persons not in the bargaining unit shall not normally do the work which is done by the workers in the bargaining unit, except for the purpose of instruction, training, or on emergencies when regular staff are not available.
- c) No employees in the bargaining unit shall be laid off as a result of the Employer contracting out any of its work or services.

## **ARTICLE 28 - UNION LABEL**

**28.01** In order that the general public shall be aware of the benefits of a unionized public service, the Employer shall allow the C.U.P.E. Union Label to be displayed on a notice board in each centre, as provided for in Article 30.02.

## **ARTICLE 29 - CHILD / ADULT RATIO**

**29.01** The Employer and the Union agree that a reasonable ratio of adults to children in a Child Care Centre is essential, if the children's physical, intellectual, 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 Yearly Years Act, or its successor.

## **ARTICLE 30 - GENERAL CONDITIONS**

### **30.01 Proper Accommodation**

Employees shall have access to a lounge and storage space for personal belongings shall be provided.

### **30.02 Bulletin Boards**

The Employer shall provide the Union with at least one bulletin board or a substantial section of a bulletin board at each Centre, which shall be placed so

that all members of the bargaining unit 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. It is understood that other sections of the bulletin board may be used by the Employer for communication to bargaining unit staff.

### **30.03 Letter of Reference**

On termination of employment for any reason, the Employer shall provide a letter confirming employment and responsibilities.

### **30.04 Professional Development Day**

The employees shall be entitled to spend two (2) working days with at the appropriate rate of pay, for the purpose of professional development to, maintaining required certification (i.e.: first aid and CPR), attend courses, seminars, training, do research and preparation related to their work, at a date mutually acceptable to the Employer and the employee.

Employees with less than six (6) months of service are responsible for repaying the Y first aid and CPR training cost. As reference training cost means the third party provider that offers the activity an usually identifies a cost per participant.

The Employer shall provide at least one months' notice of required training dates. Should an employee not attend the training session provided by the Association, the Employer will not fund the cost of certification or recertification by an outside provider.

### **30.05 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 Child 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, related to parking or membership 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.

### **31.03 Professional Fee**

Employees who are required to register for a license with the College of ECE shall be reimbursed for seventy-five percent (75%) of the cost of the annual membership fee by the Employer. Employees shall have the following options:

- a) Employees may pay the College directly and submit written proof of payment to the Employer who shall reimburse the employee within one month of providing proof of payment.
- b) Employees shall provide a payment equivalent to twenty-five percent (25%) of the cost of the membership fee to the Employer who shall then remit the entire amount to the College on behalf of the employee.
- c) Employees shall be entitled to have their share of twenty-five percent (25%) of the cost of the membership fee payroll deducted by the Employer who shall then remit the entire amount to the College on behalf of the employee.
- d) Employees with less than six (6) months of service are responsible for repaying the Y for the cost of the ECE license. If more than six months but less than a year, it will be prorated based on time worked within the year starting at the time of reimbursement. As reference training cost means the third party provider that offers the activity and usually identifies a cost per participant.

### **31.04 Participation in Association's Program**

On application, all permanent full-time employees shall be entitled to full Health, Physical Education and Recreation annual program membership privileges, at single or family status, without cost.

### **31.05 Uniforms**

Employees shall not be required to wear an Employer issued uniform while on duty. Employees shall be provided with a YMCA nametag, with the first name only, to which they will wear prominently and they will be required to adhere to the YMCA dress code.

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

**32.01** 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 and the Union shall rotate responsibility and cost to produce sufficient copies of the Agreement, within thirty (30) days of signing.

## **ARTICLE 33 - GENERAL**

### **33.02 Plural or non binary Terms May Apply**

Whenever the singular or feminine is used, in this Agreement, it shall be considered as if the plural or gender-neutral term 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 July 1<sup>st</sup>, 2020 to June 30<sup>th</sup>, 2023, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of the agreement 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 Retroactivity**

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

### **34.04 Wage and Salary Increases**

Effective July 1, 2012, base salaries shall be as indicated in Appendix "A" of this Agreement.

The Employer agrees to an ongoing commitment to wage parity with the unionized, charitable and non-profit centers.

### **34.05 Casual Employees Wage Rate**

Effective July 1, 2012, 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.

Signed in Ottawa, on these 31 dates of August 2021.

Representing the Employer:

Representing the Union:

---

---

*Cathy Turnbull*

---

---

*MB*

---

---

## APPENDIX "A"

### Wage Rates: Full-time, Part-time and Temporary Employees

Salary - The Employer and the Union have agreed that the following salary rates are approved under the following conditions:

- That CUPE Local 2204 agrees to all pay equity exposure is based only on the time since certification of the Union.
- Employees are to be placed on the appropriate seniority grid, and anniversary increments to be applied on anniversary date.

The parties further agree that the employer will continue to apply for the Provincial Wage Engagement Grant and if approved will pay the PWEG.

The parties further agree that should the Employer not receive the approved PWEG, the Union shall not seek continuance of the PWEG past the expiry of this collective agreement.

Further, if the Employer is unsuccessful in its PWEG applications or following the cancelation of the PWEG program, the Union and the Employer agree that for the purposes of negotiations on rates of pay shall only be negotiated based on this hourly rate as expressed above.

Employees are to be placed on the appropriate seniority grid, and anniversary increments to be applied on anniversary date.

PWEG applies to all hours paid.

**\*No Employee will be paid less than the Ontario Minimum Wage rate\***

## Educators

<b>Educators</b>	<b>Current</b>	<b>Retroactive July 1<sup>st</sup>, 2020 1.0%</b>	<b>July 1<sup>st</sup>, 2021 1.0%</b>	<b>July 1<sup>st</sup>,2022 1.0%</b>
<b>Start Hourly</b>	\$17.10	\$17.27	\$17.44	\$17.62
PWEG	\$ 2.00			
	<b>\$19.10</b>	<b>\$19.27</b>	<b>\$19.44</b>	<b>\$19.62</b>
<b>After 1 Year Hourly</b>	\$17.79	\$17.97	\$18.15	\$18.33
PWEG	\$ 2.00			
	\$19.79	\$19.98	\$20.15	\$20.33
<b>After 2 Years Hourly</b>	\$19.20	\$19.39	\$19.59	\$19.79
PWEG	\$ 2.00			
	<b>\$21.20</b>	<b>\$21.39</b>	<b>\$21.59</b>	<b>\$21.79</b>
<b>After 3 Years Hourly</b>	\$19.27	\$19.46	\$19.66	\$19.86
PWEG	\$ 2.00			
	<b>\$21.27</b>	<b>\$21.46</b>	<b>\$21.66</b>	<b>\$22.86</b>
<b>After 4 Years Hourly</b>	\$20.01	\$20.21	\$20.41	\$20.62
PWEG	\$ 2.00			
	<b>\$22.01</b>	<b>\$22.21</b>	<b>\$22.41</b>	<b>\$22.62</b>

## Kitchen Assistant & Assistant Educator

<b>Kitchen Assistant Assistant Educators</b>	<b>Current</b>	<b>Retroactive July 1<sup>st</sup>, 2020 1.0%</b>	<b>July 1<sup>st</sup>, 2021 1.0%</b>	<b>July 1<sup>st</sup>,2022 1.0%</b>
<b>Start Hourly</b>	\$14.25	\$14.38	\$14.52	\$14.67
<b>After 1 Year</b>	\$14.25	\$14.38	\$14.52	\$14.67
WITH PWEG \$2 AE ONLY	\$16.25	\$16.38	\$16.52	\$16.67
<b>After 2 Years</b>	\$14.48	\$14.62	\$14.77	\$14.92
WITH PWEG \$2 AE ONLY	\$16.48	\$16.62	\$16.77	\$16.92
<b>After 3 Years</b>	\$15.33	\$15.33	\$15.64	\$15.79
WITH PWEG \$2 AE ONLY	\$17.33	\$17.48	\$17.64	\$17.80

The Province of Ontario currently offers a wage enhancement for childcare staff of \$2/hour worked (leave is not included).

The PWEG is paid over and above the rates listed above.

Kitchen Assistants are not eligible for the PWEG.



**APPENDIX "B"**

**Wage Rates: Casual Employees**

**Casual Employees**

<b>Casual Employees</b>	<b>Current</b>	<b>Retroactive July 1<sup>st</sup>, 2020 1.0%</b>	<b>July 1<sup>st</sup>, 2021 1.0%</b>	<b>July 1<sup>st</sup>, 2022 1.0%</b>
Start Hourly	\$14.89	\$15.04	\$15.19	\$15.34
PWEG (AE only)	\$ 2.00			
	\$16.89	\$17.04	\$17.19	\$17.34