

COLLECTIVE AGREEMENT

BETWEEN

**SHE SHE GUIN CHILDCARE CENTER
NEMASKA**

AND

THE ASSOCIATION OF EMPLOYEES OF NORTHERN QUEBEC (AENQ-CSQ)



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Chapter 1-0.00 **Definitions and purpose of the agreement**

1-1.00 Definitions

Unless the context indicates otherwise and for purposes of applying this agreement, the words, terms and expressions defined hereinafter have the meaning and the application respectively attributed to them.

1-1.01 Year

The period beginning on April 1 of a given year and ending on March 31 of the following year.

1-1.02 General Assembly meetings

All of the members in the Center as defined in the by-laws of the Childcare Center.

1-1.03 Classification

Identification of an employee in the table of the MFA hourly rates and salary scales appearing in Appendix J.

1-1.04 Spouse

Spouse means persons:

- a) who are married and live together ;
- b) who are in a civil Union and live together ;
- c) who are in a conjugal Union and are the father and mother of the same child or children.

of the opposite sex or the same sex who have been living together in a conjugal relationship for one (1) year or more.

1-1.05 Employer

The Childcare Center Corporation.

1-1.06 Availability list

The list of persons who may be called in to work at the Center as replacement employees, as described in article 5-2-09. Also, this list may include permanent employees who have been laid off as well as temporary employees whose contract has been terminated. An example of the availability list appears in Appendix D.

- 1-1.07 Seniority list
- The list posted each year before April 15, indicating the seniority acquired by each employee, as outlined in article 5-3.06 of the collective agreement.
- 1-1.08 Annual list
- The list provided annually to the Union for the purpose outlined in article 3-6.05 of the collective agreement.
- 1-1.09 Transfer
- Movement of an employee to another position for which the rate or the maximum of the salary scale is identical.
- 1-1.10 Position
- All duties performed by an employee as described in the job description appearing in Appendix I.
- Every employee occupies a position with the exception of replacement employees.
- 1-1.11 Full-time position
- A full-time position is a position for which the weekly hours are equal to or greater than thirty-five (35) hours.
- 1-1.12 Part-time position
- A part-time position is a position for which the weekly hours are less than thirty-five (35) hours.
- 1-1.13 Promotion
- Movement of an employee to another position for which the rate or the maximum of the salary scale is higher.
- 1-1.14 Union representative
- The person designated by the Union to represent it or to represent an employee or a group of employees with the Employer.
- 1-1.15 Demotion
- Movement of an employee to another position for which the rate or the maximum of the salary scale is less.

1-1.16 Salary

The amount paid to an employee in conformity with the provisions of Chapter 9-0.00 of the Agreement.

1-1.17 Employee

A person working for the Employer in a position covered by the certification held by the Union.

An employee has one of the statuses defined in clauses 1-18 to 1-1.20 herein.

1-1.18 Permanent employee

An employee who has completed the probationary period and is not engaged on a temporary basis.

1-1.19 Temporary employee

An employee engaged on a temporary basis and whose duties consist of:

- a) filling a position temporarily vacated by its incumbent for a foreseen uninterrupted period of more than three (3) months;
- b) providing services for a uninterrupted period of more than three (3) months or to respond to a temporary surfeit of work for a period exceeding three (3) months.
- c) work of a limited duration of more than three (3) uninterrupted months.

1-1.20 Replacement employee

An employee whose duties consist of:

- a) filling a position temporarily vacated by its incumbent for a foreseen period of less than three (3) months;
- b) providing services for a period less than three (3) months or to respond to a temporary surfeit of work for a period not exceeding three (3) months.

1-1.21 Trainee

A person who works at the Center without remuneration during or outside the school year as part of an approved initiation to work program, as part of a recognised training program recognised by the Ministry, by the teaching establishment she attends, or by the Ministère de l'Éducation, du Loisir et du Sport.

1-1.22 Union

The Association of Employees of Northern Quebec (AENQ-CSQ) affiliated with the Centrale des syndicats du Québec (CSQ).

1-1.23 Earnings

All quantifiable economic benefits, social and otherwise, to which the employee is entitled under the present Agreement.

1-2.00 Purpose of the Agreement

1-2.01 The provisions of this collective agreement are intended to :

- a) establish orderly relations between the parties and facilitate the resolution of problems that may arise between the Employer, the Union, and employees ;
- b) create, maintain and promote harmonious relations between the Employer and the employees ;
- c) determine mutually acceptable working conditions for the employees that are intended to promote their safety and wellness at work while ensuring the quality of the services offered.

Chapter 2-0.00 **Recognition and jurisdiction**

2-1.00 Jurisdiction

2-1.01 Subject to clauses 2-1.02 to 2-1.07, this Agreement applies to all employees covered by the Union certification appearing in Appendix A.

2-1.02 Permanent and temporary employees are covered by the application of the Agreement.

2-1.03 a) Replacement employees enjoy the rights accorded by the Agreement only for the following chapters, articles, clauses or appendices :

Chapter 1-0.00	Definitions and purpose of the agreement
Chapter 2-0.00	Field of application and recognition
Chapter 3-0.00	Union prerogatives
Chapter 4-0.00	Participation
Article 5-1.00	Engagement and resignation
Article 5-2.00	Posting of positions
Article 5-9.00	Personal file
Article 6-1.00	Workweek and working hours
Clause 6-2.01 e)	Fête nationale du Québec
Clause 6-2.05	Statutory holidays
Article 6-5.00	Work accidents and occupational diseases
Article 6-13.00	Civil responsibility
Chapter 7-0.00	Workplace quality of life
Chapter 9-0.00	Remuneration
Chapter 10-0.00	Procedure for settling grievances and arbitration
Chapter 11-0.00	General provisions
Appendix A	Certificate of certification
Appendix B	Application for membership in the Union
Appendix C	Contract of engagement
Appendix I	Classification plan
Appendix J	Hourly rates and salary scales
Appendix L	Article 21 of the Educational childcare regulation : ratio in force in the Center
Appendix M	Register of workplace accidents and occupational diseases (section 280 LATMP)

- b) The replacement employee is also entitled, for purposes of paid vacation time, to four per cent (4%) of the salary she has earned; this amount shall be paid to her with each pay.

2-1.04 When an employee occupies a part-time position, the relevant provisions apply; however, when pro rata application of regular paid hours is required, specific procedures are provided in the article concerned.

2-1.05 The employee on probation is covered by application of the Agreement. However, she may not have recourse to the procedure for settling grievances and arbitration in the event the Employer terminates her employment.

2-1.06 Trainees are excluded from application of the Agreement.

2-1.07 The Employer may use a person participating in a government employability program, if the following conditions are respected :

- a) the engagement does not prejudice the rights of an employee ;
- b) the engagement does not reduce the number of working hours of a permanent full-time employee ;
- c) the engagement is for a maximum period of six (6) months or according to the contract with government and may be renewed with written consent of the Union representative ;
- d) the Employer and the Union agree on the particular working conditions of the participant.

Recognition

2-1.08 The Employer recognises the Union as the only representative and mandatory of the employees who are included in the bargaining unit described in Appendix A.

The Employer has and shall retain all of the rights and privileges that enable it to administer and manage its present and future operations, in respect of the provisions of this collective agreement.

2-1.09 No special agreement between the Employer and an employee may be concluded without the written consent of the Union.

2-1.10 The Union shall notify the Employer, in writing, of the name of the Union representative for the Center. This shall be done annually and/or on a needs basis.

Chapter 3-0.00 **Union prerogatives**

3-1.00 Communications and posting and distribution of Union notices

3-1.01 The Employer shall make available to the Union in each of the facilities of the Center a notice board clearly visible and on which all documents of a Union nature may be posted. Prior to posting, the Union must show such document to the Employer.

3-1.02 The Union may distribute any document of a Union or professional nature to any employees in the workplace but outside of working hours.

3-1.03 The Union may use, without charge, the external communication system of the Employer. Any additional costs to the Employer arising from such use shall be assumed by the Union.

Except in cases of emergency, such usage will be done outside of working hours.

3-1.04 The Union may use, without charge, the photocopier of the Employer.

3-1.05 All sums owing under clause 3-1.03 are payable in the thirty (30) days following the sending of a detailed invoice to the Union.

3-2.00 Use of Employer's premises for Union purposes

3-2.01 The Employer shall make available to the Union, space for a small filing cabinet which the Union may use for its affairs.

3-2.02 Subject to availability, the Employer shall provide upon request made at least two (2) working days in advance, a space for the purpose of holding a meeting. Any additional costs associated with such meeting shall be assumed by the Union.

3-2.03 The Union may use, without charge and outside of working hours, the Employer's television, computer and VCR or DVD player.

3-2.04 Upon request and outside of working hours (unless it is an emergency), the Employer shall make available to the Union a private space which it can use to meet with employees for consultation, to conduct Union affairs, to obtain information, or for any other Union purpose.

3-3.00 Documentation to be provided to the Union

3-3.01 In addition to all other documentation to be sent to the Union in conformity with other provisions of the Agreement, the Employer shall provide the documentation referred to in the present article.

- 3-3.02 The Employer shall send the Union representative, within thirty (30) days of their adoption, copies of all directives, regulations or motions concerning an employee, a group of employees or all of the employees who are covered by the Agreement.
- 3-3.03 The Employer shall provide the Union representative with a copy of the minutes of the general assembly meetings.
- 3-3.04 The Employer shall provide the Union representative, following adoption by the board of directors, with the annual budget and the annual financial statements of the Center.

3-4.00 Union system

- 3-4.01 Any employee of the Center who is a member of the Union on the date of coming into force of the Agreement shall, as a condition of employment, remain a member for the duration of the Agreement.
- 3-4.02 After the date of coming into force of the Agreement, any candidate must, at the time of her engagement, sign the application for membership in the Union appearing in Appendix B. If the application is accepted by the Union, she must, as a condition of employment, remain a member for the duration of the Agreement. It is understood that this process will be done by the Union representative, outside of her working hours.
- 3-4.03 Every new employee must become a member of the Union in the thirty (30) days following her entry into service as a condition of maintaining her employment tie. To that end, a meeting between the Union representative and the newly hired employee may be held outside of working hours.

However, the Employer is not obliged to dismiss an employee for the sole reason that the Union has refused or deferred acceptance of the employee as a member or has suspended or barred her from membership, except in the following cases:

- a) the employee was hired in violation of a provision of the Agreement ;
- b) the employee participated, at the instigation or with the direct or indirect assistance of the Employer or a person acting on behalf of the Employer, in an activity opposed to the Union.

3-5.00 Leaves of absence for Union activities

Section I Leaves without loss of salary

3-5.01 1. The Union representative may be absent without loss of salary from the Center in order to participate in meetings of bodies of the Union, the Federation or the Centrale.

The maximum number of days authorized for absence under paragraph 1 of the present clause shall be four (4) days per year, of which two (2) are to be fully reimbursed to the Employer by the Union. In such cases, the Union shall reimburse the full salary of the absent employee, provided she has been replaced.

2. The Union representative may be absent without loss of salary to accompany an employee in a meeting with the Employer.

3 a) When a hearing before an arbitrator named under Chapter 10-0.00 takes place during the work-day of the employee, and she is called by the Union as a witness to that hearing, she may be absent without loss of salary for the period of time deemed necessary by the arbitrator. Any employee involved as grievant and any whose presence is required to act as advisor at an arbitration hearing may be absent without loss of salary.

b) When a hearing of a tribunal constituted under the Labour Code sitting in a matter regarding labour relations takes place during the work-day of an employee and she is called by the Union as a witness to that hearing, she may be absent without loss of salary for the period deemed necessary by the tribunal. Any employee involved as petitioner and any whose presence is required to act as advisor at a hearing of such a tribunal may be absent without loss of salary.

4. An employee who is a member of the negotiating committee may be absent without loss of salary in order to participate in meetings for negotiation, conciliation, or mediation, or for arbitration hearings.

3-5.02 All absences under paragraphs 3 a) and b) of clause 3-5.01 above shall be fully reimbursed to the Employer by the Union.

Section II Leaves without loss of salary but for which the Union shall reimburse the Employer

A) Full-time leaves

3-5.03 In the thirty (30) days following written request by the Union, the employer shall grant full-time or part-time leave, for a maximum of two (2) years, to an employee designated by the Union.

3-5.04 1. The Employer shall, in conformity with clause 3-5.03, pay to the employee on leave the equivalent of the salary she would receive if she were actually at work along with any supplement that the Union requests be paid to her.

2. The Union shall reimburse to the Employer, in the thirty (30) days following the submission to the Union of an itemised statement, the salary and, where applicable, the supplement as well as the cost of all fringe benefits paid by the Employer.

3. The Employer must be notified in writing thirty (30) days in advance that an employee on leave for Union activities wishes to return to her position. In the event that the position has been eliminated, the employee shall be entitled to all benefits she would have received had she been at work.

B) Occasional leaves of absence

3-5.05 An employee, with the written consent of the Union, may be absent to perform any duties of a Union or professional nature. Except in the case of uncontrollable circumstances, the Employer must be notified twenty-four (24) hours in advance. A maximum of five (5) days are allowed for each Center.

3-5.06 1. The Employer, in conformity with clause 3-5.05, shall pay to the employee on leave the equivalent of the salary she would receive were she actually at work.

2. The Union shall, within thirty (30) days of submission to the Union of an itemised statement, reimburse to the Employer the salary normally paid to the absent employee, provided she has been replaced.

Section III Rights and benefits

3-5.07 An employee on leave under the present article shall be entitled to all rights and benefits, to which she would be entitled under the Agreement if she were at work.

3-6.00 Deduction of Union dues or their equivalent

- 3-6.01 The Employer shall deduct from each pay of the employee a sum equivalent to the regular Union dues established by the Union. In the case of an employee hired after the date of signature of the Agreement, the Employer shall deduct these regular dues as well as the Union initiation fee beginning with the first pay period.
- 3-6.02 Any change in Union dues shall take effect no later than thirty (30) days following receipt by the Employer of notice to that effect.
- 3-6.03 The Employer shall deduct from the pay or pays of each employee an amount equivalent to any special dues assessed by the Union, on the condition of receipt of prior notice of at least thirty (30) days.
- 3-6.04 The Employer shall, between the 1st and the 15th day of the month, remit to the Union or to its designated mandatory the dues collected in the preceding month as well as a list of the names of the contributing employees and the amount paid by each employee.
- 3-6.05 Each year, the Employer shall send the Union or its designated mandatory an annual list in duplicate of dues-paying members, using its choice of a form provided for this purpose by the Union or its mandatory or a form required by the Employer's computer system, and including the following information:
1. the family name and given name of the contributing employee;
 2. the salary actually earned;
 3. the amount deducted for regular dues;
 4. the amount deducted for special dues;
 5. the total amount of dues withheld ((items 3 and 4) this amount appears on the T-4 and Relevé 1 slips);
 6. the status and the position occupied;
 7. the classification and experience step;
 8. the birth date and the social insurance number;
 9. the home address and telephone number;
 10. If new employee: date of hiring; if employee has left: date of termination;
 11. a summary indicating the total of points 2 and 5.
 12. the seniority of the employee

This list covers the period from January 1 to December 31 and must be provided before February 28 of the year following. It must be accompanied, where applicable, by payment of any balance that exists between the results of the list and the amount of dues remitted during the course of the year.

- 3-6.06 The Employer shall indicate on the T-4 and Relevé 1 forms the total of Union dues paid by an employee for the corresponding calendar year.

Chapter 4-0.00 **Participation**

4-1.00 Labour relations committee (LRC)

- 4-1.01 In the thirty (30) days following signature of the Agreement, the Employer and the Union will form a parity committee called the “labour relations committee.”
- 4-1.02 The committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Union who are members of the bargaining unit. It is understood that one (1) Union member must be the designated Union representative.
- 4-1.03 The committee shall establish its own rules of procedure.
- 4-1.04 The representatives of the parties must meet in the ten (10) days following the written request of one or the other of the parties. The date of the meeting and the agenda shall be determined by agreement of the parties.
- 4-1.05 Unless the parties agree otherwise, meetings shall take place during the working hours of the employees.
- 4-1.06 Unless there is an emergency, the committee meetings shall be held on a quarterly basis, during working hours. The annual schedule shall be established by the committee within its rules of procedure.
- 4-1.07 At the request of one or the other of the parties, the committee studies any matters specifically referred to it under the provisions of the Agreement.
- 4-1.08 Each party shall make available to the other party as soon as possible and no later than three (3) working days prior to the meeting, any documentation in its possession concerning the items on the agenda.
- 4-1.09 In the framework of this committee, the Employer shall discuss with the Union before taking any decision regarding the following matters:
- a) any alienation, total or partial concession, division, amalgamation or change with regard to the legal structure of the Employer ;
 - b) a reduction in staff ;
 - c) any administrative reorganisation ;
 - d) any matters related to the health and safety of employees ;
 - e) other matters specifically referred to the committee under the Agreement.

4-2.00 **Participatory management**

4-2.01 The staff may delegate one (1) employee to serve as employee representative, with speaking and voting rights, to the Center's board of directors.

4-2.02 Employees may participate, with speaking and voting rights, in the annual and special general assembly meetings of the Center.

Chapter 5-0.00 **Conditions of employment**

5-1.00 Engagement and resignation

- 5-1.01 Engagement of an employee shall be the responsibility of the Employer in conformity with the Agreement.
- 5-1.02 The engagement of a permanent or temporary employee shall be in writing according to the contract appearing in Appendix C.
- 5-1.03 The engagement of a replacement employee shall be made orally.
- 5-1.04 If such employee replaces for an uninterrupted period of more than three (3) months, she shall be entitled to a contract as a temporary employee (as defined in article 1-1.19), retroactive to the date of her engagement. In such a case, the days worked during this three (3) months period shall not be counted for purposes of the probationary period provided in article 5-4.00.
- 5-1.05 The contract of engagement of a permanent employee is a contract for an indeterminate period.
- 5-1.06 The Employer shall provide a copy of the collective agreement to each newly hired employee at the time of her engagement.
- 5-1.07 In the two (2) weeks following the departure of an employee, the Employer shall give or send to her a cheque representing the amounts due as well as Record of Employment.

5-2.00 Posting of positions

- 5-2.01 When a position becomes permanently vacant, the Employer shall have a period of fifteen (15) days to decide to fill, to eliminate or to modify the position.
- 5-2.02 The Employer will post internally for five (5) working days, any newly created or definitely vacant position.
- An employee who is absent at the time of the posting shall be informed by telephone by the administrator responsible.
- 5-2.03 The notice must appear on the notice board and must include the following information:

- the classification;
- a description of the duties
- qualifications required for the classification;
- the salary scale or the hourly rate
- the employment status (full-time or part-time);
- the duration of the regular workweek
- the period of posting
- the starting date for the position

The Employer shall confirm an applicant's appointment in writing and within ten (10) days following the period of posting of a vacant or newly created position.

5-2.04 A person wishing to apply for a posted position must do so in writing during the period of posting.

5-2.05 The Employer shall select the applicant having the greatest seniority among those who applied, on the condition that she possesses the required qualifications for the position posted, as defined in Appendix I.

5-2.06 Subject to the applicable regulations, on the date of ratification of the collective agreement, the employees will be deemed being qualified for their current position which they held prior to the ratification.

5-2.07 The Employer undertakes to create the greatest possible number of full-time positions and to create a part-time position only when it is impossible to create a full-time position.

5-2.08 Duties outside the bargaining unit

An employee who temporarily occupies a position outside the bargaining unit for a maximum period of twenty-four (24) months shall retain her permanent status and shall be reinstated in her position at the conclusion of the replacement. This period can be extended upon mutual agreement of the parties.

During the replacement period, the employee shall retain and continue to accumulate seniority and remain covered by the provisions of the Collective Agreement.

In the event her position is eliminated, the employee shall be entitled to all rights and privileges she would have enjoyed had she been at work.

Availability list

5-2.09 To be entered and remain on the availability list, an employee must notify the Employer of her availability.

An employee who is not available for a maximum period of twelve (12) months must so notify the employer in writing.

Before having recourse to external applicants, the Employer shall offer a position to an employee entered on the availability list in conformity with the following procedure:

- 1) The availability list is applied by classification. An employee may be entered in more than one classification.
- 2) Permanent and temporary employees are recalled in order of seniority, taking into account the availability indicated in writing, on condition that they have the requisite qualifications for the classification.
- 3) The Employer is only required to recall an employee entered on the availability list insofar as the availability she has indicated corresponds to the replacement to be effected.
- 4) When the duration of an assignment is for less than three (3) months, a part-time employee entered on the availability list shall be granted, in order of seniority that assignment before other employees entered on the availability list, so long as she has the requisite qualifications for the classification.

5-2.10 An employee on the availability list shall not be required to continue a replacement if the number of days of replacement is changed.

5-2.11 For purposes of applying the present section, the Employer will try to prioritize, prior to having recourse to external recruitment, the normal human resources available within the bargaining unit in conformity with the present article.

5-2.12 An employee who occupies a replacement position for one of the reasons provided in the present article for a duration greater than three (3) months, shall be notified two (2) weeks in advance of the end of the assignment and may displace another employee from the availability list on condition that:

1. she has greater seniority than the employee she is displacing;
2. she has the requisite qualifications for the classification;

3. her availability indicated corresponds to the replacement to be effected;
4. the remaining time of the replacement provided by the displaced employee is foreseen to be for a duration of one (1) month or more.
5. In such a case, the displaced employee is entered on the availability list.

In the event the procedure in the present clause is not applied, her name is entered on the availability list.

5-3.00 Seniority

5-3.01 Seniority means the period of employment with the Employer as a permanent and/or temporary employee, full-time or part-time.

5-3.02 A permanent or temporary employee continues to accumulate seniority while her name is entered on the availability list but not experience when not working.

5-3.03 When a replacement employee acquires the status of a permanent or temporary employee, her seniority is recognized from the date of her engagement unless there has been an interruption in service of more than twenty-four (24) consecutive months.

5-3.04 Seniority shall be indicated in terms of years, months and days.

5-3.05 Seniority shall only be lost for one of the following reasons:

- a) the resignation of the employee ;
- b) the dismissal of the employee when uncontested or when upheld by an arbitration decision ;
- c) After having been entered on the availability list for an uninterrupted period of twenty-four (24) months without having been recalled to work ;
- d) After having been absent from work for an uninterrupted period of thirty-six (36) months because of personal illness and/or disability, occupational illness or work-related accident.

5-3.06 Before April 15 of each year, the Employer shall post in the workplace the seniority list indicating the seniority acquired by each employee on March 31 of each year.

5-3.07 An employee has sixty (60) days, beginning with the date of posting, to contest the seniority list in conformity with the procedure for the settling of grievances and arbitration. Contestation may apply only to the period not covered by the previous posting. At the end of this time limit, the seniority list becomes official except for those cases submitted to the procedure for settling grievances and arbitration.

5-3.08 The seniority list in force on March 31 is that appearing in Appendix E.

5-3.09 In the event two or more employees have the same seniority, the number of hours of recognised previous experience shall be the criterion for determining the decreasing order of seniority.

5-4.00 Probation

5-4.01 An employee engaged on a permanent or temporary basis shall be on probation for a period of three (3) worked months.

During the above-mentioned probation period, the employee shall not be eligible to the grievance procedure, in case of dismissal.

5-4.02 During the probationary period provided in clause 5-4.01, or what remains of it, the following procedure shall apply:

- a) at the beginning of the probationary period, the management advises the employee of the evaluation criteria that will be applied to her;
- b) the employee makes her own self-evaluation and management does the same, based on the same form;
- c) no later than seven (7) days before the end of the probationary period, the Management and the employee shall meet together to discuss her evaluation; at that meeting, she may be accompanied by the Union representative;
- d) after the meeting, the management takes one or the other of the following decisions:
 - Recognize the employee's successful probation ;
 - Extend the probation for an additional period of three (3) worked months ;
 - Terminate the employment.
- e) the Board of Directors ratifies the recommendation of the management and provides it to the employee and the Union no later than fifteen (15) days following the Board of Directors meeting.

5-4.03 In the event the employee did not get her evaluation in the two (2) weeks following the end of the probation, recognition of the success of the employee's probation shall be automatically granted.

5-4.04 The names of employees who have passed their probation on the date of coming into force of the Agreement appear in Appendix E.

5-5.00 Assignment

5-5.01 The assignments of groups of children in effect at the date of coming into force of the collective agreement are outlined in Appendix N.

5-5.02 In the case of a job posting, group assignment and distribution of workload shall be chosen by order of seniority. However, Management can oppose its veto on the first choice.

5-5.03 In the event of a decrease in enrolment during the summer period and before or on return from the Christmas and New Year's holiday, the director may, in cooperation with the staff, temporarily and where necessary, modify the composition and the attribution of groups of children.

5-5.04 The Employer and the Union representative may agree on a different group assignment from the one in appendix N for an employee or a group of employees.

5-6.00 Procedure for lay-off and recall

5-6.01 The reasons the Employer may invoke for a lay-off are :

- a) a significant decline in the operations of the Center or the elimination of all or part of its operations;
- b) the restructuring of the Center;
- c) the modification of the services of the Center;
- d) any other motive deemed serious by the Employer.

In all cases, the Center must, at a minimum, maintain the ratio specified in Appendix L for each of the clientele in question.

5-6.02 When the Employer believes it necessary to proceed with the lay-off of an employee, it shall notify the Union :

- a) of the name of the position deemed to be surplus ;
- b) the name of the incumbent of the position deemed to be in surplus ;
- c) the date foreseen for the elimination of the position.

- 5-6.03 The Employer shall :
- a) Identify the employee with the least seniority in the position to be eliminated ;
 - b) Give notification to the employee in writing no less than ten (10) days prior to the elimination of her position.

5-6.04 The employee whose position is eliminated must choose one of the following options :

- a) displacement of a regular part-time employee having less seniority in her classification ;
- or
- b) reassignment to a vacant position of another classification on the condition that she has the requisite qualifications for the classification of the position to be filled as defined in the classification plan.

In the event none of these options is possible, she is laid off.

In such case her group assignment and workload shall be distributed by order of seniority.

5-6.05 Permanent and temporary employees who are laid off shall be entered on the availability list.

5-6.06 A permanent employee who is laid off is entitled to priority in recall for a period of twenty-four (24) months to any newly created positions or to any positions that are permanently or temporarily vacant, or to any positions that exist as a result of a temporary surfeit of work or an unforeseen event.

5-6.07 When the Employer proceeds with a recall to work, it shall give priority to the regular employee with the greatest seniority who has the requisite qualifications for the classification of the position to be filled as defined in the classification plan.

5-6.08 The Employer who proceeds with a recall to work must notify the employee by telephone. If there is no answer or if the employee refuses the recall to work, the Employer must notify her by registered mail sent to her last known address and provide the Union representative with a copy of the letter.

The refusal or failure to accept a recall to work in the ten (10) workdays following receipt of the written notice and in the absence of a valid reason recognised as such by the Employer shall have the effect of nullifying all rights to which the employee may be entitled under the present Agreement.

For purposes of applying the foregoing paragraph, the obligation to accept a recall to work applies only to a permanent or temporary employee.

5-6.09 A permanent employee who is laid off and the employee who is recalled to a temporarily vacant position or as the result of a temporary surfeit of work or an unforeseen event shall continue, for the period of replacement or during the determined period of work, to benefit from the right to priority recall under clause 5-6.06.

5-6.10 In the case of a temporary or permanent closure resulting from an unforeseeable event beyond the control of the Employer, the Employer shall take the necessary measures to ensure the employees suffer no loss of pay during the ten (10) days following the event.

5-6.11 When the Center is reopened, employees in service at the time of the closure shall be recalled in order of seniority.

5-7.00 Sub-contracting

5-7.01 The Employer may not have recourse to sub-contractors for work that is normally performed by employees included in the bargaining unit.

5-8.00 Disciplinary measures

5-8.01 Verbal warning, written reprimand, suspension and dismissal are the only disciplinary measures to which the Employer may have recourse, as outlined in the form provided in Appendix K.

5-8.02 Except in cases where the gravity of the act committed seriously compromises the functioning of the employee or the Center, disciplinary measures must be applied in a uniform and progressive manner respecting the principle of the gradation of sanctions.

5-8.03 The Employer may suspend or dismiss an employee only where the frequency or the gravity of the act justifies such action.

5-8.04 All notice of disciplinary measures must be provided to the employee in writing at a meeting convened for that express purpose. At that meeting, the employee may request to be accompanied by the Union representative.

- 5-8.05 Every notice of a disciplinary measure must be communicated to the employee within fifteen (15) days from the moment the Employer becomes aware of the events motivating the disciplinary measure.
- 5-8.06 Every notice of a disciplinary measure must clearly state the grounds and the facts motivating the Employer's recourse to the measure and specify the changes and corrective measures required.
- 5-8.07 Effective at ratification, notices of disciplinary measures are entered in the employee's personal file. At any time, the employee, accompanied or not by a Union representative, may inspect the content of her file. She may, at that time, require that any notice of a disciplinary measure whose placement in the file is not in conformity with the provisions of the present article be withdrawn from the file.
- 5-8.08 Any notice of a disciplinary measure entered in an employee's file shall become null and void nine (9) months after the date it was issued, unless it has been followed within that same period by another disciplinary measure. Such delay shall be of twelve (12) months in the case of a suspension.
- 5-8.09 A disciplinary measure imposed on an employee may be the object of a grievance in conformity with the procedure for settling of grievances and arbitration.
- 5-9.00 Personal file**
- 5-9.01 The employee's personal file contains, in particular :
- a) applications for employment ;
 - b) the reports of the selection committee ;
 - c) contracts of engagement ;
 - d) authorisations for deductions at source ;
 - e) evaluation reports made during the probationary period ;
 - f) diplomas and attestations of studies or experience ;
 - g) medical reports on the health of the employee ;
 - h) reports of work accidents or occupational diseases ;
 - i) requests for leaves with or without pay ;
 - j) notices of disciplinary measures and associated documents ;
 - k) the letter of resignation ;
 - l) reports of Background inquiry ;
 - m) Two (2) IDs ;

- n) medical certificate (s) ;
- o) updated CPR card ;
- p) Continuous training listing.

- 5-9.02 On request to the director, an employee may consult her personal file. In doing so, she may be accompanied by the Union representative. Moreover, the Employer shall, on the employee's written request, provide a copy of any document in the employee's personal file.
- 5-9.03 The Employer shall take the measures necessary to ensure the confidentiality of the personal file.
- 5-9.04 With the written authorisation of the employee, the Union representative may consult the employee's personal file. She may also obtain copies of any documents in the personal file for which the employee has provided written authorisation.
- 5-9.05 All costs for reports of Background inquiry for the employee shall be the responsibility of the Employer.

Chapter 6-0.00 **Working conditions and fringe benefits**

6-1.00 Workweek and work hours

- 6-1.01 The regular workweek as well as the duration of the normal workday of the full-time employee shall be determined in conformity with the terms and conditions outlined in the following articles.
- 6-1.02 The regular workweek shall be distributed from Monday to Friday.
- 6-1.03 The regular work hours of the Center shall be distributed between 7:00 am and 6:00 pm.
- 6-1.04 The work schedule shall be determined by Management, in consultation with the staff of the Center.
- 6-1.05 As much as possible the Employer will try to avoid schedules containing interrupted time (“split shifts”).
- 6-1.06 The employee shall have fifteen (15) minutes of paid rest period per half day of work, taken near the middle of that period.
- 6-1.07 The employee is entitled, while at work, to the same meal provided to the children, at no cost.
- 6-1.08 Occasionally, two (2) employees may agree to exchange their work schedules. In such a case, they shall notify the director no later than twenty-four (24) hours in advance.
- 6-1.09 The Employer and the Union representative may agree on a special work schedule for an employee or a group of employees.
- 6-1.10 The Employer shall not modify the work schedule of an employee without providing notice of seven (7) calendar days, except in cases of emergency, uncontrollable circumstances or with the employees’ consent. In such cases, the Union representative will be informed as soon as possible.

6-2.00 Statutory holidays, Christmas and Cultural Leave

- 6-2.01 The fifteen (15) paid holidays recognized by the Centre for all employees (permanent and temporary) who were scheduled to work the day of the statutory holiday are as follows (unless locally, the Center wishes to observe them at another time):

- New Year's Day (January 1st)
- Good Friday
- Easter Monday
- Victoria Day (May)
- National Aboriginal Day (June 21)
- St-Jean Baptist Day (June 24)
- Canada Day (July 1st)
- Civic Holiday – 1st Monday in August
- Labour Day (September)
- Thanksgiving Day (October)
- Cree Civic Holiday – (November 11)
- Christmas Eve (December 24th)
- Christmas Day (December 25)
- Boxing day (December 26)
- New Year's Eve (December 31st)

To be entitled to a paid statutory holiday, the employee must not be absent from work without the Director's authorization or without valid cause on the day preceding or the day following one of these holidays.

Christmas Holidays

- 6-2.02 In addition to the holidays provided in clause 6-2.01, permanent and temporary employees shall be entitled each year to the number of days of paid holidays according to past practice during the closing of the Center for Christmas and New Years'Eve period.
- 6-2.03 If one of the holidays provided in clause 6-2.01 falls on a Saturday or a Sunday, the holiday shall be moved to the nearest workday before or after the holiday.
- 6-2.04 In the event a statutory holiday falls during a period of disability of an employee not exceeding twelve (12) months, that day shall not be deducted from the bank of sick days.
- 6-2.05 When a holiday falls on a day when the employee is normally required to work, she shall be entitled to a leave paid in conformity with the salary she would have received had she been at work;

Cultural Break

6-2.06 For the purpose of exercising Cree traditional activities and subject to its operational needs, the Center shall provide to its permanent employee up to ten (10) working days of cultural leave with pay, after one year of uninterrupted employment. Part-time employees are entitled to this benefit pro-rated to their hours of work.

Cultural leave can be taken during the regular Goose break or Moose break periods or at another time, upon approval of the Director and with ten (10) working days of prior notice.

When the needs of services require that employees do not take their cultural leave at the same period, the scheduling of this leave is granted based on the seniority of the employees or, if equivalent, on a first come first served basis.

Cultural leave not taken at the end of a fiscal year are not carried over to the next year and are not cashable.

6-3.00 Annual vacation time

6-3.01 Each reference year (which extends from April 1 to March 31) the employee is entitled to annual vacation according to the following terms and conditions:

Years of uninterrupted service on March 31	Length of leave	Indemnity (%)
Less than one year	1 day per month of service, up to ten (10) days	4
1 and 2 years	Ten (10) working days	4
2 and 4 years	Fifteen (15) working days	6
5 years to 9 years	Twenty (20) working days	8
10 years and up	Twenty-five (25) working days	10

6-3.02 Vacation time must normally be taken in the year following its acquisition.

6-3.03 Employees are required to request their vacation ten (10) working days in advance.

If two or more employees request the same vacation period, the scheduling of vacation is granted based on the seniority. Otherwise, it shall be on a first come, first served basis.

- 6-3.04 Once the vacation time is determined, an employee may request, for approval by management, that it be changed so long as the vacation time of other employees is not affected.
- 6-3.05 Employees must take vacation time in units of at least one (1) week at a time, except where there is written authorization otherwise.
- 6-3.06 An employee who is unable to take her vacation for reasons of disability, work accident, occupational disease, preventive withdrawal, maternity leave, paternity leave, adoption leave, all occurring before the start of vacation, may postpone the vacation later in the same vacation year. In the case where the employee is unable to postpone her vacation, her vacation indemnity shall be issued to her no later than March 31st.
- 6-3.07 If a holiday falls during an employee's vacation time, she may choose to extend her vacation by an equivalent time, or to defer the holiday to a later date by agreement with the Employer, or to receive equivalent remuneration.
- 6-3.08 The employee is entitled for her vacation time to an amount equal to the percentage of salary she earned during the previous reference year according to the terms provided in the table in clause 6-3.01; this sum is paid to her according to the regular pay schedule, taking into account the duration of her vacation period, unless an advance is requested for an vacation period more one week.
- 6-3.09 In the event of permanent termination of employment, the employee is entitled to an indemnity calculated according to clause 6-3.08.

6-4.00 Sick days and insurance plans

Section I Sick days

- 6-4.01 All employees who have been employed for more than one month on a continuous basis are eligible for sick leave benefits, except for replacement employees.

On April 1 of each year, beginning April 2010, employees holding a permanent position are entitled to twelve (12) sick days per year with pay based on one day to be worked per month. Sick-leave credits are established at the beginning of the fiscal year (as a bank) and are not carried over annually but will be compensated at the end of the fiscal year.

- 6-4.02 Employees on probation and temporary employees (full-time and part-time) accumulate sick-leave credits at a rate pro-rated to their hours of employment, based on one day per month worked. In this case, the sick leaves are not granted as a bank at the beginning of the year but must be acquired.
- Should a permanent employee resign or be terminated before the end of the fiscal year, he/she must reimburse the sick days taken for any month not worked at a rate of one day per month.
- No payment is given for accumulated sick-leave credits upon resignation or any other termination of employment.
- For an absence lasting three (3) days or more, or in cases of abnormal or excessive absenteeism, the employee must produce a medical certificate, certifying that she is unable to carry on her duties due to illness.
- 6-4.03 The employee shall not have the number of days in her bank of sick days reduced for days of absence as a result of work accident or occupational disease.
- 6-4.04 The employee is entitled, for every period of disability during which she is absent from work:
- a) up to the available number of sick days in her bank, for purposes of covering the waiting period provided for in the group insurance plan;
 - b) Once her bank of sick days is exhausted, she shall be entitled to a leave for disability and, where applicable, to payment of a benefit provided under the salary insurance plan.
- 6-4.05 On April 1, the employee's bank of sick days is not affected if the employee is absent for a period of fifty-two weeks or less as a result of a work accident or occupational disease.
- 6-4.06 The Employer may not dismiss an employee for the one and only reason of physical or mental disability when the employee is not recognised as being totally and permanently disabled and the dismissal may have the effect of causing her to lose access or entitlement to the salary insurance plan provided under the group insurance plan.
- 6-4.07 It is understood that sick days must be taken in days.
- 6-4.08 The state of the employee's bank of sick days will appear on the regular pay stub.

Section II Group insurance plan

6-4.09 The Center adheres to the MFA provincial group insurance plans for childcare centers employees.

6-4.10 The cost of the group insurance in force shall be assumed in part by a grant from the Ministry. That grant shall be distributed among those employees insured so as to reduce the cost of the premium by an amount proportional to the salary of each of the participating employees.

The balance of the cost of the premium shall be assumed at a rate of twenty-five per cent (25%) by the Employer and seventy-five per cent (75%) by the employee, and shall be distributed over each pay period. Effective on the third year of the collective agreement, the balance of cost of the premium shall be assumed at the rate of fifty percent (50%) by the Employer and the employee.

6-4.11 Participation in the group insurance plan shall be compulsory; however, an employee may, by written notice to the Employer, refuse or cease to participate, in whole or in part, on condition that she can provide proof that she and her dependents are covered under a group insurance plan providing similar benefits.

6-4.12 An employee on unpaid leave provided under the Agreement who wishes to maintain her participation in the group insurance plan must provide prior notice to the Employer and must pay to the Employer, by post-dated cheques, the full premium payable as well as applicable taxes, the whole subject to the terms and conditions of the group insurance contract in force. However, the Employer and the employee may agree on different procedures for reimbursement.

6-4.13 Administration of the group insurance plan is the responsibility of the Employer. To that end, the Employer agrees to put the following means in place:

- information to new employees ;
- registration of new employees ;
- communication to the insurer of applications for participation and information necessary to update files of insured employees ;
- withholding of premiums and remitting them to the insurer in accordance with the insurer's instructions and using the self-billing system, where applicable ;
- communication of information normally required from the Employer by the insurer to settle certain benefit claims ;

- providing to employees the registration applications, claims and benefit request forms, or any other documents provided by the insurer.

The above-mentioned provincial insurance plan applies as follows:

- a) permanent employees who have completed three (3) months of services with at least 20 hours per week are covered;
- b) temporary employees after having completed one (1) year of service with at least 20 hours per week are covered.

6-5.00 Work accident and occupational disease

6-5.01 The employee suffering a work accident or occupational injury must notify the employer of the circumstances of the event as soon as possible. She shall further provide the Employer with a medical attestation, in conformity with the law, if the occupational injury will render her incapable of performing her duties.

6-5.02 The Union representative must be notified of any work accident or occupational disease concerning an employee as soon as it comes to the attention of the Employer.

The register of work accidents shall be made accessible to the Union representative.

6-5.03 The employee may be accompanied by a Union representative in any meeting with the Employer concerning an occupational injury affecting her.

6-5.04 The employee shall not suffer any deduction in her bank of sick days while being compensated by the Commission de la Santé et de la Sécurité du Travail (CSST).

6-5.05 An employee required to appear before the Bureau d'évaluation médicale (BEM) shall be granted permission to be absent without loss of salary after providing to the Employer notice of no less than forty-eight (48) hours prior to the anticipated date of the absence as well as documentary proof to the effect .

6-5.06 When an employee affected by an occupational injury returns to work, the Employer shall pay to her her salary for each day or portion of a day she is required to be absent from work to receive care or to undergo medical examinations relating to the occupational injury or to practise an activity in the context of her personal rehabilitation program.

6-6.00 **Special leaves**

6-6.01 The Employer shall grant to an employee, in respect of the particular situations referred to, the following special leaves :

- a) One (1) day without pay on the day of her wedding or civil union; However, after the completion of three (3) months of continuous employment, an employee is entitled to up to five (5) working days of leave with pay as leave for her wedding or civil union;
- b) One (1) day without pay on the day of the wedding or civil union of an immediate family member, as long as the wedding or civil union is scheduled on a regular workday. However, this day shall be paid for employees who have completed three (3) months of continuous employment. Immediate family member means child, mother, father, brother, sister and members of the stepfamily ;
- c) Any employee who was scheduled to work on a given day and is absent for reason of the death or the funeral of her spouse, child, spouse's child living with the employee or of her father, mother, brother or sister, is entitled to one (1) day with pay. She may also be absent from work, without pay upon request, for four (4) more days for such occasion.

However, after the completion of three (3) months of continuous employment, an employee is entitled to the following days with pay :

- five (5) days of bereavement leave in the case of the death of a spouse, child, mother, father and grandchild ;
- three (3) days of bereavement leave in the case of the death of a sister, brother, grandparent, stepparents, stepchildren, parents-in-law ;
- the employee is entitled to two (2) additional days of leave if the event is at a distance of two hundred and fifty (250) km or more from the Centre.

Temporary less than one year of continuous employment and replacement employees scheduled to work on the day of the recognized event are entitled to the benefit established above.

The above-mentioned leaves shall be granted, at the employee's discretion, as of the date of the event or the following day. Also, may transfer one (1) of her bereavement days to attend the funeral, if at a later date.

- d) An annual maximum of three (3) workdays without loss of salary to cover the following unavoidable circumstances: disaster, fire, flood or the following other reasons that require the employee to be absent from work:
- legal proceedings associated with her legal separation or a divorce ;
 - inclement weather preventing her from getting to work ;
 - delay in returning to the community caused by public transportation or a breakdown requiring towing of the employee's automobile ;
 - an appointment with a medical specialist for the employee, her spouse or her dependent children or those of her spouse when the leave in her bank of days for sickness or recuperation has been exhausted ;
 - the serious accident or sickness of a member of the employee's family when the leave in her bank of days for sickness has been exhausted.

- 6-6.02 The employee who so requests shall be granted leave without pay for a maximum of two (2) weeks to extend any of the leaves provided in paragraph c) of clause 6-6.01 above.
- 6-6.03 In all cases, the employee must give notice to the Employer and provide, on request, proof, to the extent possible, or attestation of the facts.
- 6-6.04 An employee called to serve as a witness in a case to which she is not a party or as a juror shall be granted leave without loss of salary. However, she must remit to the Employer, when she receives it, any salary indemnity she receives as juror or witness.
- 6-6.05 In the case of uncontrollable circumstances or acts of God such as snowstorm, power failure, disaster, fire, flood, etc., employees may be absent without loss of salary if, upon Management's decision, the facility cannot open or must close. It is understood that employees must show up at work to be entitled to such paid absence, unless they are notified not to show up.
- 6-6.06 For purposes of applying the present article, an employee benefits from special leave only if she is entered on the schedule or normally required to be at work.

6-7.00 Parental rights

Section I General provisions

6-7.01 The indemnities for maternity leave provided in section II are paid solely as a supplement to parental insurance benefits or, in the cases provided hereinafter, as payment during a period of absence for which the Québec Parental Insurance Plan does not apply.

6-7.02 In the absence of specific provision to the contrary, the present article shall not have the effect of conferring on a person any benefit, monetary or non-monetary, which she would not have enjoyed had she remained at work.

Section II Maternity leave

6-7.03 The pregnant employee is entitled to a maternity leave of twenty (20) weeks that, subject to clause 6-7.06, must be consecutive.

The employee who becomes pregnant while benefiting from a leave without pay or a part-time leave without pay provided in the present article is also entitled to this maternity leave and to the indemnities provided in clauses 6-7.09 and 6-7.10, where applicable.

6-7.04 The employee is also entitled to a maternity leave in the case of a miscarriage or voluntary interruption of pregnancy as of the beginning of the twentieth (20th) week preceding the anticipated date of delivery.

6-7.05 Distribution of the maternity leave, before and after the delivery, is at the discretion of the employee and must include the day of the delivery.

6-7.06 When she is sufficiently recovered from her delivery but the child is not able to leave the healthcare establishment or is hospitalised after having left the healthcare establishment, the employee may suspend her maternity leave and return to work. The leave is completed when the child comes or returns home.

6-7.07 At the request of the employee, the maternity leave may be divided up in weeks if the child is hospitalised or when a situation arises, other than sickness related to the pregnancy, that justifies the employee's absence.

6-7.08 To obtain the maternity leave, the employee must provide the Employer with written notice no less than two (2) weeks prior to the date of her departure. This notice must be accompanied by a medical certificate or a written report signed by a midwife attesting the pregnancy and the anticipated date of delivery.

The time limit for submission of the above notice may be less if a medical certificate attests that the employee must leave her position sooner than anticipated. In the case of unforeseen circumstances, the employee is exempted from the requirement to provide notice subject to her submitting to the Employer a medical certificate attesting that she must leave her employment immediately.

6-7.09 The employee eligible for the Quebec Parental Insurance Plan is entitled to receive during her maternity leave an indemnity equal to eighteen per cent (18%) of her basic weekly salary.

This indemnity is paid by the insurer under the group insurance and maternity leave plan instituted by the Ministry.

6-7.10 During this maternity leave, the employee enjoys, to the extent she normally would, the following benefits :

- participation in the group insurance plan with the Employer contribution ;
- accumulation of vacation time or payment for what replaces it ;
- accumulation of seniority ;
- accumulation of experience (hours for progression on the scale) ;
- employer contribution to the pension plan ;
- right to apply for positions advertised and to obtain them in conformity with the provisions of the Agreement as if she were at work.

6-7.11 The employee may postpone her weeks of annual vacation if these occur during her maternity leave and if, no less than two (2) weeks before the termination of the leave, she notifies her employer of the date of the postponement.

6-7.12 If the delivery occurs after the anticipated date, the employee is entitled to an extension of her maternity leave equal to the period of the delay, unless at least two (2) weeks of maternity leave remain after the delivery.

The employee may benefit from an extension of the maternity leave if the state of her child's health or her own health requires it. Such leave is of a duration indicated on the medical certificate the employee must provide.

During these extensions, the employee is deemed to be on leave without pay and receives from the Employer neither indemnity nor salary. The employee continues to enjoy the benefits provided in clause 6-7.10 only for the first six (6) weeks of the extension of the leave and, thereafter, those referred to in clause 6-7.22.

Notwithstanding the provisions of the present article, the employee retains the possibility of using sick days provided in article 6-4.00.

6-7.13 The maternity leave may be of a duration less than that provided in clause 6-7.03. If the employee returns to work in the two (2) weeks following the delivery, she must produce, at the request of the Employer, a medical certificate attesting that her recovery is sufficient for her to resume her duties.

6-7.14 On returning from maternity leave, the employee is reinstated in her position.

In the event the position has been eliminated or in the event of bumping, the employee is entitled to the benefits she would have enjoyed had she been at work.

Section III Special leaves for pregnancy and breastfeeding

6-7.15 Special leave – preventive withdrawal

The employee is entitled to a special leave beginning immediately in the following cases :

- a) she is pregnant and her duties entail the risk of infectious disease or physical dangers for her or her unborn child ;
- b) her working conditions entail dangers for the infant she is breastfeeding.

The employee must present as soon as possible a medical certificate to that effect.

The special leave terminates, for the pregnant employee, on the date of her delivery and, for the breastfeeding employee, at the end of the period of breastfeeding. However, for the employee eligible for benefits under the Act respecting Parental Insurance, the special leave terminates as of the fourth (4th) week prior to the anticipated date of delivery.

During the special leave under the present clause, the employee is governed, with regard to her indemnity, by the provisions of the Act respecting Occupational Health and Safety concerning preventive withdrawal of the pregnant or breastfeeding worker.

6-7.16 Other special leaves

The employee is also entitled to special leave in the following cases :

- a) when a complication of pregnancy or danger of miscarriage requires her to stop working for a period attested to by a medical certificate; the medical certificate must attest the complication or the danger of miscarriage and specify the anticipated date of delivery ;
- b) on submission of a medical certificate prescribing the duration, when there is a natural or induced miscarriage prior to the beginning of the twentieth (20th) week preceding the anticipated date of delivery ;
- c) for visits with a healthcare professional related to the pregnancy and attested by a medical certificate or a written report signed by a midwife.

6-7.17 During a special leave under clauses 6-7.15 and 6-7.16, the employee enjoys the benefits provided under clause 6-7.10, to the extent she normally would, and under clause 6-7.14.

Moreover, the employee concerned in clause 6-7.16 does not receive salary, but may avail herself of the benefits provided under the leave for sickness or recuperation plan or under the salary insurance plan.

Section IV Other parental leaves

6-7.18 An employee may be absent from work for five days at the birth of her child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth week of pregnancy. The first two days of absence shall be remunerated if the employee is credited with 60 days of uninterrupted service.

An employee who has completed one year of continuous employment is entitled to a leave with pay of duration of five (5) working days.

This leave may be extended without pay by the Director. Other leaves may be obtained through federal and provincial programs.

6-7.19 When the child is born, the employee is also entitled to a paternity leave without pay for up to five (5) weeks which may be divided into one-week periods. This leave terminates no later than the fifty-second (52nd) week following the week of the delivery.

The employee whose same-sex spouse delivers is also entitled to the aforementioned leave if she has been designated as one of the child's mothers.

6-7.20 When the child is hospitalised, the employee may suspend his paternity leave by returning to work for the duration of the hospitalisation.

6-7.21 On written request submitted to the Employer no less than three (3) weeks in advance, the employee who wishes to extend a leave for maternity, paternity or adoption may elect one of the following two (2) options, and this on the conditions specified:

- a) A full-time leave of a maximum of fifty-two (52) consecutive weeks beginning at a time of the employee's choosing and terminating no later than seventy (70) weeks following delivery or, in the case of adoption, seventy (70) weeks after assuming legal responsibility for the child;
- b) a full-time or part-time leave of a maximum of two (2) years which must immediately follow the leave for maternity, paternity or adoption.

The employee may, however, modify her choice for the period after the thirty-fifth (35th) week of the leave by submitting to the Employer written notice thirty (30) days prior to the termination of the thirty-fifth (35th) week of leave .

An employee occupying a part-time position is also entitled to a part-time leave without pay. However, all other provisions of the Agreement regarding the determination of the number of working hours remain applicable.

The request for a part-time leave without pay must specify the distribution of the leave. In the event there is no agreement with the Employer regarding the number of days of leave per week, the employee is entitled to a maximum of two (2) days per week or the equivalent and this for a maximum of two (2) years. In the event there is no agreement with the Employer regarding the distribution of these days, the Employer shall decide.

On written request submitted no less than thirty (30) days in advance, the employee on a part-time leave of absence without pay may avail herself, once each year, of a different part-time leave without pay. The procedure for the distribution of this new leave must respect the provisions of the preceding paragraph.

The employee may take advantage of one of the aforementioned leaves at a time of her choosing in the two (2) years following the delivery or the adoption, without, however, exceeding the time limit of two (2) years following the delivery or the adoption.

For either of the aforementioned leaves, the request must specify the date of the return to work.

6-7.22 In the course of the leave without pay, the employee continues to accumulate seniority and retains experience. Moreover, she continues to accumulate experience for purposes of progression on the scale to a maximum of the first fifty-two (52) weeks of the leave.

The employee may maintain participation in the applicable insurance plans on written request submitted at the beginning of the leave if she pays, by post-dated cheques, his or her share of the premiums for the first fifty-two (52) weeks of the leave and, thereafter, if she pays the full premium with applicable taxes, the whole subject to the terms and conditions of the group insurance contract in force. However, the Employer and the employee may agree on a different method of reimbursement.

During a leave without pay, the employee may, in accordance with the provisions of the plan, maintain her contribution to the pension plan.

The employee on a part-time leave without pay continues to accumulate seniority on the same basis as before the leave, up to a maximum of twenty-four (24) months and, for the proportion of hours worked, is governed by the provisions applicable to an employee occupying a part-time position.

6-7.23 The employee may take her deferred annual vacation time immediately before a full-time or part-time leave without pay so long as it is continuous with the maternity, paternity or adoption leave.

6-7.24 The employee who wishes to terminate a leave without pay before the anticipated date must submit written notice to that effect no less than twenty-one (21) days prior to her return to work.

On return from this full-time or part-time leave without pay, the employee is reinstated in the position she occupied before her departure. In the event the position has been eliminated, the employee is entitled to the benefits she would have enjoyed had she been at work.

Section V Leave for family responsibilities

6-7.25 An employee may be absent without pay from work for a maximum of ten (10) days per year to fulfill obligations relating to the care, health or

education of her child or the child of her spouse, or because of the state of health of her spouse, father, mother, brother, sister or one of her grandparents.

After the completion of three (3) months of continuous services, an employee is entitled to have three (3) days paid out of the 10 days per fiscal year. This leave is not carried over annually and not cashable.

The employee must notify her Director as soon as possible of the absence and to take the reasonable means at her disposal to limit the taking and the duration of the leave.

- 6-7.26 If the minor child of the employee or her spouse suffers from a serious and potentially terminal illness attested by a medical certificate, the employee is entitled to extend her leave without pay, which shall terminate no later than one-hundred-four (104) weeks following the beginning of the leave.

Section VI Leave for tragic events

- 6-7.27 The employee may be absent from work without pay full-time or part-time in cases of tragic events as provided for in section V.0.1 of the Quebec Act Respecting Labour Standards.

Section VII Final dispositions

- 6-7.28 In all cases referred to in sections V and VI, the employee must provide to the Employer written notice of the absence and, at the request of the Employer, submit proof or attestation to these facts, to the extent possible, in justification of the absence.
- 6-7.29 In all cases referred to in section V, the employee's participation in the group insurance and pension plans in force shall not be affected by the absence, subject to the regular payment of any contributions payable for those plans for which the Employer shall assume its customary share.
- 6-7.30 During a leave under sections V, the employee continues to accumulate seniority. She also accumulates experience for purposes of progression on the scale to a maximum of the first fifty-two (52) weeks of the leave.
- 6-7.31 On return from a leave provided under sections V, the employee is reinstated in her position. In the event the position has been eliminated, the employee is entitled to the benefits she would have enjoyed had she been at work.

6-8.00 **Leave without pay**

6-8.01 The Director may allow an employee to be absent from work without pay for reasons deemed valid and when such leave does not interfere with the services to be provided. Such leave cannot exceed one (1) month.

A permanent employee with at least three (3) years of uninterrupted service may be granted a leave of absence without pay for valid reasons for duration between one (1) month to twelve (12) months and upon approval by the Board after the positive recommendation of the Director.

Such leave must be requested at least ten (10) days in advance;

6-8.02 **Long-term Leave for Studies**

A permanent employee who has two (2) years of continuous service may apply for an educational leave for a maximum duration of three (3) years. This application must be made in writing to the Director, one (1) month prior to the leave taking effect, for approval by the Board. An extension for a fourth (4th) year may be granted by the Board; a written application must be made one (1) month prior to the beginning of the extension.

The employee shall give a notice of two (2) weeks before the expected date of return. Should the employee wish to come back to work at any time during the leave, a one (1) month prior notice must be given in writing to the Director.

The employee does not accumulate seniority during this educational leave.

Long term leave for job-related training or studies

A permanent or temporary employee may be granted by the Board of Directors upon a positive recommendation of the Director, a leave of absence without pay to attend job-related training programs (CEGEP ENCS training and special needs programs). The two (2) years of services required above does not apply.

An employee who has been granted a leave under the current policy shall commit in writing to work for the Centre, after the completion of the leave, for a period at least equal to the duration of the leave.

The employee accumulates seniority during this educational leave.

6-8.03 The employee may terminate her leave without pay before the anticipated date for valid reasons on submission of a written notice no less than thirty (30) days before her return to work.

6-8.04 On return from the leave, the employee is reinstated in her position. In the event the position has been eliminated, the employee is entitled to the benefits she would have enjoyed had she been at work.

6-9.00 Sabbatical leave with deferred salary

6-9.01 During the life of current collective agreement, the parties may agree to discuss in order to implement a sabbatical leave plan.

6-10.00 Pension plan

6-10.01 Every employee participates in the pension plan provided under the Régime de retraite du personnel des CPE et des garderies privées conventionnées du Québec and this under the conditions and obligations provided therein.

6-10.02 The Employer undertakes to collect the contributions of any employee who participates in the pension plan in force. The Employer shall on a regular basis remit such contributions to the authorised party, the whole in conformity with the provisions of the Act to facilitate the establishment of a pension plan for employees working in childcare services (L.R.Q., c. E-12.011).

6-11.00 Training and professional improvement

6-11.01 The Employer and the Union recognise the importance of ensuring the training and professional improvement of employees.

6-11.02 The Employer will facilitate participation of employees in the various training and professional improvement programs offered to the staff of the Center.

6-11.03 The Employer and the Union may agree on the organisation of a work schedule to facilitate participation of an employee in training and professional improvement activities.

6-11.04 The Employer shall pay, for all employees, the costs of a course in first aid recognised by the Ministry as well as the cost of refresher courses.

6-11.05 Fees for registration, tuition and documentation as well as travel costs will be reimbursed on presentation of supporting documentation and in conformity with the terms and conditions determined by the labour relations committee.

6-11.06 In the event a training or professional improvement activity takes place outside the employee's regular work week, the employee shall, for the time of the duration of the activity, benefit from, at her discretion, either a leave of equal effective time or remuneration at the basic hourly rate.

6-11.07 The two (2) sums payable under the present article shall be paid within a period not exceeding two (2) weeks.

6-11.08 The Employer shall pay the amount necessary for pre-approved professional improvement projects.

6-12.00 Travel expenses

6-12.01 The employee who uses her automobile for her work is entitled to reimbursement as provided in the Center's approved travel claim form appearing in Appendix G. Parking fees required for travel will be reimbursed on presentation of supporting documentation.

6-12.02 The employee who participates in a work-related activity of which the duration exceeds a half-day is entitled to a meal allowance as provided in the Center's travel claim form.

6-12.03 The employee who participates in a work-related activity requiring lodging away from home is entitled to reimbursement, on presentation of supporting documentation, as provided in the Center's travel claim form.

6-12.04 Sums payable under the present article shall be paid within a period not exceeding one (1) month.

6-13.00 Civil responsibility

6-13.01 The Employer agrees to assume the case of every employee whose responsibility might be at issue because of actions committed or as a result or in the course of the performance of her duties as an employee.

6-13.02 The Employer agrees, except in cases of serious offence or gross negligence, to indemnify the employee against any liability imposed by a judgement for loss or damage resulting from actions committed by the employee as a result of or in the course of the carrying out of her duties as an employee, but only up to the amount for which the employee is not already indemnified by another source.

6-13.03 As soon as the civil responsibility of the Employer is admitted or established by a court of law, the Employer shall indemnify the employee for the total or partial loss, theft or destruction of her personal belongings which are normally used for the performance of her duties as an employee at the request of the Employer except in the case of serious fault or gross negligence on the part of the employee. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of the belongings, the Employer shall pay the employee only the excess of the actual loss incurred after the compensation is paid by the insurer.

Chapter 7-0.00 **Quality of life in the workplace**

7-1.00 Workplace health and safety

7-1.01 The Employer and the Union shall work together on a labour relations committee to maintain working conditions that respect the health, safety and bodily integrity of employees.

7-1.02 An employee who observes a situation that is dangerous or may become dangerous, whether to her safety or that of the other employees or the clientele, must notify the Director as soon as possible.

7-1.03 For safety purposes, an employee shall at no time be alone with a child during field trip away from the Center.

7-1.04 The Employer shall reimburse to the employee, on presentation of supporting documentation, all costs related to vaccination against any contagious childhood diseases, infectious or viral.

7-2.00 Sexual harassment in the workplace

7-2.01 Sexual harassment in the workplace comprises sexual advances without the consent of the employee or imposed on her.

The employee is entitled to a workplace free of sexual harassment. To that end, the Employer and the Union shall take reasonable steps to create a workplace free of sexual harassment and with a view to stop any sexual harassment brought to their attention.

7-3.00 Respect for human rights and freedoms

7-3.01 The Employer and the Union recognise that every employee enjoys the right to the free exercise in full equality of all rights and freedoms affirmed in the Charter of Human Rights and Freedoms (L.R.Q. c. C-12).

The Employer expressly agrees to respect, in its actions, attitudes and decisions, the free exercise in full equality of every employee of these human rights and freedoms, without distinction, exclusion or preference that may constitute a violation of the Charter referred to the preceding paragraph.

7-3.02 No threat, constraint or reprisal may be exercised against an employee as a result of the exercise of a right granted by the Agreement or the law.

7-3.03 No reprisal or discrimination of any kind may be exercised against a representative of the Union in the course of or subsequent to the performance of her Union duties.

In return, the Union shall respect Management and its representatives and shall ensure that no harassment may be exercised against them.

7-4.00 Psychological harassment

7-4.01 Every employee is entitled to a workplace free of psychological harassment. The employer shall take all reasonable steps to prevent psychological harassment and, when such conduct is brought to its attention, to stop it. The Union shall collaborate with the Employer

7-4.02 The Center's internal policy for the handling of complaints of psychological harassment appears in Appendix F.

In the event of disagreement in discussions, either of the parties may request the intervention of a mediator provided by the Ministry of Labour. If the disagreement persists, either of the parties may submit the dispute to an arbitrator.

Chapter 8-0.00 **Organisation of work**

8-1.00 Organisation of work

8-1.01 Employees are required to participate in mandatory staff meetings, planning and preparing sessions and meetings with parents on a regular basis. Hours worked within these meetings will be paid.

However, for staff meetings, planning and preparing sessions hours are paid up to a maximum of six (6) hours per month.

8-1.02 The employee who, at the request of the Employer, performs duties away from the customary workplace is deemed to be at work for the duration of such displacement.

8-1.03 Any sums payable under the present article shall be paid at the following pay period.

8-1.04 The Employer shall ensure the replacement of an educator when she meets with a resource person for the children or with the supervisor of a trainee.

The number of children per childcare worker in the facility shall not exceed the ratios provided in section 21 of the Educational Childcare Regulation, as provided in Appendix L.

Moreover, in determining the number of children per group, the Employer shall take into account the particular educational problems or special needs of the children registered.

8-2.00 Professional autonomy

8-2.01 The educator must respect the general pedagogical orientation of the Center and take into account any recommendations formulated by the Center. In doing so, she is responsible for the selection and application of the pedagogical activities most appropriate to the performance of her duties.

Chapter 9-0.00 **Remuneration**

9-1.00 Classification rules

Determination of the classification on the date of coming into force of the Agreement

- 9-1.01 The classification of the employee shall be that she held on the date of the coming into force of the Agreement. The classification of each of the employees on that date appears in Appendix H.
- 9-1.02 On being hired, the employee shall be classified according to the classification plan provided in Appendix I.
- 9-1.03 In all cases, the designation of a classification provided in the classification plan shall be based on the nature of the work and the specific duties usually and principally required of the employee.
- 9-1.04 At the time of hiring, the employee shall be informed in writing of her status (permanent, temporary, replacement), her classification, her salary, her experience step, and her job description.

Creation of new classifications

- 9-1.05 The Employer and the Union undertake to discuss, in the sixty (60) days following the request of one or the other of the parties, the nature, duties, qualifications, job description and hourly rate or salary scale of any classification that may be created during the course of the Agreement.
- 9-1.06 If, in the course of the sixty (60) days provided in clause 9-1.05, there is no agreement between the Employer and the Union, the latter may submit the matter directly to the arbitration provided in chapter 10-0.00. The nature of the duties, qualifications and the hourly rate or salary scale of the classification shall be determined by the arbitrator.

Following the decision of the arbitrator, the parties shall agree on the description of the workload for the newly created classification.

9-2.00 Determination of experience step

Recognition of experience on engagement

- 9-2.01 The experience step of a new employee in her classification shall be determined taking into account her experience, in conformity with the present article and, where applicable, with her education.
- 9-2.02 Each experience step shall normally correspond to one (1) full year of experience, which shall equal to one-thousand-six-hundred-sixty-four

(1664) hours of work in the same classification or in the performance of duties similar to those for that classification.

- 9-2.03 The employee who does not have one (1) full year of prior experience shall be placed in the first (1st) step of her classification.
- 9-2.04 The employee who has one or more years of recognised prior experience shall have recognised to her credit one (1) additional step for each year of recognised experience.
- 9-2.05 For the purpose of calculating recognised prior experience provided in the present chapter, that experience shall continue to accumulate during the following periods of absence of the employee :
- leaves for Union affairs ;
 - leaves for sickness or disability, work accident or occupational disease (to a maximum of fifty-two (52) weeks) ;
 - special leaves provided in the Agreement ;
 - periods of temporary reassignment to avoid preventive withdrawal ;
 - preventive withdrawal of the pregnant worker (for the duration of the leave) ;
 - maternity or adoption leave (for a maximum of twenty (20) weeks) ;
 - parental leaves provided in clause 6-7.17 (for a maximum of fifty-two (52) weeks) ;
 - leave for family responsibilities ;
 - training and professional improvement activities ;
 - any other paid leave authorised by the Employer.
- 9-2.06 The Employer may require the employee to provide a written attestation from each of the employers with whom the employee has occupied a relevant job or from the temporary agency for which the employee has worked. Failing that, the Employer may not invoke any term of limitation. If the employee cannot provide such attestation, a sworn statement testifying to the impossibility of providing such attestation, accompanied by a copy of the Relevé 1 (federal T4) for the period shall be accepted.
- 9-2.07 The employee cannot accumulate more than one (1) year of recognised prior experience for any single period of twelve (12) months.
- 9-2.08 All other parameters for the evaluation of an employee's experience shall be those contained in the Règles administratives concernant la classification et la rémunération du personnel des Centres de la petite enfance.

9-3.00 **Step progression**

9-3.01 Where the number of steps on the salary scale permits, each time an employee completes one (1) year of experience in her classification she shall progress to the next higher step from the one previously held.

9-3.02 Step progression shall occur one (1) time each year based on the number of hours for which the employee has received remuneration or salary. For each one (1) year of additional experience, the employee must have received remuneration or salary for a minimum of one-thousand-six-hundred-sixty-four (1664) hours of work in the course of the reference year for that employee, that is, as of the anniversary date of her entry into service.

9-3.03 For the purpose of calculating the additional experience provided in clause 9-3.02, experience shall continue to accumulate during periods of absence under clause 9-2.05.

9-3.04 In the case where the employee receives remuneration or salary for a number of hours less than that provided in clause 6-1.01, the progression in step shall occur when the employee receives remuneration or salary for the number of hours for a full-time employee in the same classification, that is, the equivalent of one (1) year of additional work experience.

Determination of step in the event of promotion, transfer or demotion**Promotion**

9-3.05 The employee who receives a promotion or a temporary assignment constituting a promotion shall automatically obtain the step on the salary scale for her new classification and be entitled to an increase in salary of no less than five per cent (5%).

9-3.06 The employee who accepts a temporary assignment to a position of Director for the Center shall receive the salary of her original classification to which an increase of ten per cent (10%) shall be added.

Transfer or demotion

9-3.07 When an employee is transferred or demoted, she shall obtain the step of the new classification corresponding to her recognised years of experience.

9-4.00 **Salary**

9-4.01 Hourly rate and salary scales

The employee shall be entitled to the hourly rate and the salary scale applicable to her classification and her step, in accordance with articles 9-1.00, 9-2.00 and 9-3.00.

9-4.02 The hourly rates and the salary scales applicable are those appearing in Appendix J.

9-4.03 Salary and pay equity

The Employer and the Union agree to include in the Collective Agreement any provisions necessary to implement the Pay Equity work.

The Employer shall ensure the continuing application of pay equity and shall notify the Union of any changes that may have an impact on that application.

In the case of disagreement during discussions, either party may request the intervention of a mediator provided by the Ministry of Labour. If the disagreement persists, either party may submit the dispute to arbitration.

9-5.00 Overtime

9-5.01 Unless exceptional circumstances would put the children's safety at risk, no employee shall be required to work overtime or to return to work after having left work.

9-5.02 An employee who has already worked thirty-five (35) hours within a week may be asked to work an extra five (5) hours per week at the normal rate of pay. Any hours worked beyond the first forty (40) hours are to be paid with a premium of fifty percent (50%).

All work to be conducted above and beyond the normal work week of an employee has to receive prior authorization by the Director.

9-5.03 Hours of overtime shall be distributed as follows :

- To complete work in progress, overtime will be offered to the employee already performing such work ;
- Otherwise, it will be offered in turn to those employees who are available so as to distribute it fairly among the employees who normally perform such work.

9-5.04 1) The employee shall be entitled for all time worked in excess of the number of hours in her regular workday or outside the hours provided in her schedule and during a weekly day off, to her choice of a leave equivalent to the effective overtime worked or remuneration at the basic hourly rate (100%).

- 2) Notwithstanding any other provision of this Agreement, an employee who has performed more than forty (40) hours of work or the equivalent in a week shall be entitled, for each such hour worked beyond forty (40) hours, to remuneration at the basic hourly rate plus a half (150%).

9-5.05 The director and the employee must agree on the time the leave provided in clause 9-5.04 may be taken.

9-5.06 When an employee is called from her home to provide emergency services, she shall be entitled, if it provides greater benefit than application of clause 9-5.04, where applicable, to her choice of a leave of at least four (4) hours taken in conformity with clause 9-5.05 or remuneration for four (4) hours at the basic hourly rate (100 %).

9-5.07 Overtime shall be paid according to the pay periods in effect in the Center.

9-6.00 Payment of salary

9-6.01 The employee shall receive payment of salary either by cheque or direct deposit in a banking institution of her choice, on bi-weekly basis and according to the Center's current practice adopted by the Board and on the form provided by the Center. This form shall include :

- a) the name of the Employer ;
- b) the employee's family name and given name ;
- c) the employment class ;
- d) the number of hours paid at the basic rate ;
- e) the hours of overtime paid as well as any applicable supplement ;
- f) the gross and net salary ;
- g) Union dues ;
- h) income taxes withheld ;
- i) pension plan contributions ;
- j) contributions to the Québec Pension Plan ;
- k) employment insurance contribution ;
- l) the pay period ;
- m) cumulative statement of earnings and deductions.

9-6.02 If the Employer decides to recover an overpayment made to an employee, it must :

- a) notify, at the same time, the employee and the Union representative of the reasons justifying the demand for recovery and the gross amount to be recovered ;
- b) come to an agreement with the employee within fifteen (15) days of the notice provided in paragraph a) above on the terms and conditions for reimbursement ;
- c) failing agreement, proceed with the recovery either by withholding an amount distributed equally over the twenty-six (26) subsequent pays or by withholding an amount no greater than ten per cent (10%) of the gross salary per pay or by withholding one hundred dollars (\$100), whichever of those three (3) amounts is greatest, until the total amount owed is recovered.

9-6.03

It is understood that no pay advances shall be made to employees, except before Christmas holiday period, cultural breaks and, on demand, employees' vacation of at least one (1) week.

Chapter 10-0.00 **Procedure for settling grievances and arbitration**

10-1.00 Procedure for settling grievances

- 10-1.01 It is the intent of the parties to settle all grievances as quickly as possible. To that end, they agree to respect the procedure provided in the present article.
- 10-1.02 The Union, the employee, or the Employer submit the grievance in writing to the other party within ninety (90) days of becoming aware of the facts giving rise to the disagreement. However, this period is suspended from June 1 to September 1.
- The notice of grievance must briefly explain the facts giving rise to the grievance. It must also, for information only, contain the clauses involved and the corrective measures required.
- In the case of a collective grievance, the notice of grievance must specify the names of the employees concerned.
- 10-1.03 In the thirty (30) days following receipt of the notice, the Union or the Employer must provide a written reply to the other party.
- 10-1.04 At the written request of the Employer or the Union, the representatives of the parties must meet in the context of the labour relations committee within ten (10) days following the request with a view to resolving the grievance.
- 10-1.05 For purposes of the present article, the notice of grievance provided in clause 10-1.02 shall constitute the notice of arbitration.
- 10-1.06 The time limits prescribed in the present article must be respected and may be extended only by written agreement between the Employer and the Union.
- 10-1.07 No agreement between the Employer and the Union with respect to a grievance shall be valid without the express consent of the Union. It must be confirmed in writing and signed by the representatives of the parties and shall be binding on the Employer, the Union and the employee concerned.
- 10-1.08 No grievance shall be considered null nor rejected for faulty drafting or irregularity of procedure. The text shall contain the principal reasons in support of the decision.

10-2.00 **Arbitration**

- 10-2.01 If the parties do not reach a satisfactory settlement within the thirty (30) days mentioned in clause 10-1.03, one or the other of the parties may demand that the grievance be heard in arbitration.
- 10-2.02 The parties shall select an arbitrator from the list published by the Conseil consultatif du travail et de la main-d'œuvre.
- Failing that, the Ministry of Labour will be invited to appoint an arbitrator in conformity with the procedure provided in the Labour Code.
- 10-2.03 The arbitrator shall agree with the parties on a date, time and location for the hearing of the grievance.
- 10-2.04 The arbitrator shall proceed with due diligence in the investigation of the grievance.
- 10-2.05 The arbitrator shall render a decision according to the evidence presented at the hearing.
- 10-2.06 The arbitrator shall rule on grievances in conformity with the provisions of the Agreement. He may not modify, add to or subtract from any provisions of the Agreement.
- 10-2.07 The decision of the arbitrator, under the powers vested in him by the Agreement, shall include the reasons for the decision and shall be binding on the parties.
- 10-2.08 The arbitrator shall render his decision in the sixty (60) days following the hearing. However, the decision shall not be null for the sole reason that it is rendered after this period.
- The parties agree that a decision that is not rendered in respect of the prescribed time limit shall be grounds for no longer referring arbitrations to the arbitrator concerned for so long as he fails to render his decision.
- 10-2.09 Each party shall pay the expenses and, subject to clause 3-5.01, the salary of its witnesses. The expenses and honoraria of the arbitrator shall be borne in equal parts by the Employer and the Union. As much as possible, hearings shall be held in the Center's community.
- 10-2.10 If, following an arbitral decision requiring the payment of a sum of money, there is a contestation of that sum, the quantum shall be established by the arbitrator who heard the grievance.

- 10-2.11 In matters of discipline, the arbitrator may confirm, modify or annul the decision of the Employer. He may, as needs be, substitute the decision he feels is fair and reasonable in light of all the circumstances.
- 10-2.12 When a grievance concerning a disciplinary measure is referred to arbitration, the Employer shall have the burden of proof.
- 10-2.13 No resignation immediately following a disciplinary measure and no admission signed by an employee may be used against him before an arbitrator unless it has been signed in the presence of a Union representative.

Chapter 11-0.00 **General provisions**

11-1.00 Interpretative provisions

- 11-1.01 The nullity of a clause in this Agreement shall not entail the nullity of any other clause nor of the Agreement in its entirety.
- 11-1.02 The appendices and letters of agreement shall be an integral part of this Agreement.
- 11-1.03 For purposes of the drafting of the Agreement, the parties agree to use the feminine gender in all designations of persons. The application of this rule shall not have the effect, unless the context otherwise provides, of conferring different rights and benefits on men and women.

11-2.00 Coming into force of the Agreement

- 11-2.01 The Agreement shall come into force on the date of its signature.
- 11-2.02 This Agreement shall expire on, January 31st , 2013.

However, the working conditions provided in the Agreement shall continue to apply until a new collective agreement is signed.
- 11-2.03 This Agreement has no retroactive effect except for article 6-3.00 that is retroactive to April 1st 2009 ;

11-3.00 Amendments to the Agreement

- 11-3.01 The Employer and the Union shall meet at the request of either of the parties to discuss any question concerning the working conditions of employees. Any solution accepted in writing may have the effect of removing or modifying one or another of the provisions of the Agreement or of adding one or more additional provisions to the Agreement.

Any such modification or amendment shall become an integral part of the Agreement once it has been deposited with the Minister of Labour of Quebec in conformity with section 72 of the Labour Code.
- 11-3.02 The Employer and the Union representative may not conclude any agreement regarding amendment of the Agreement without the express consent of the Union.

11-4.00 Acquired rights

- 11-4.01 When a space is available, the child of an employee or her spouse shall have priority access to the services of the Center.

11-5.00 Printing and distribution of the Agreement

11-5.01 The Employer shall have the text of the Agreement printed in a single format no later than one month following the date it is signed and shall provide at least fifty (50) copies to the Union which will assume responsibility for its distribution to employees. The Employer and the Union will share the printing costs equally.

IN WITNESS WHEREOF, the parties have signed:

**FOR THE CREE CHILDCARE
CENTERS EMPLOYERS ASSOCIATION**

**FOR THE ASSOCIATION OF EMPLOYEES
OF NORTHERN QUÉBEC (AENQ-CSQ)**

Blanche Awashish

Patrick D'astous

Date:

Date:

Liza Wapachee

Date

Appendix A Certificate of accreditation

Appendix B Application for Union membership

APPLICATION FOR UNION MEMBERSHIP

Family name _____

Given name _____

Home address _____

Postal code _____ Telephone (____) _____

I freely submit my application to join the Union:

I hereby agree to respect all by-laws, rules and decisions and to pay any dues assessed by the Union. This membership will come into force at the time of my acceptance by the Union.

I have paid my Union initiation fee of \$2.00.

Date: _____

Signature of member: _____

Witness: _____

Appendix C Contract of engagement

Appendix F Harassment Policy

Appendix G Travel claim form

Appendix I Job descriptions and classification plan

Appendix J Hourly rates and salary scales

Cook						
Step	Rate from April 1, 2006, to March 31, 2007	Rate from April 1, 2007, to March 31, 2008	Rate from April 1, 2008, to March 31, 2009	Rate from April 1, 2009, to March 31, 2010	Rate from April 1, 2010, to March 31, 2011	Rate from April 1, 2011, to March 31, 2012
1	12,79	13,23	13,68	14,14	14,34	14,55
2	13,32	13,78	14,26	14,75	14,96	15,15
3	13,87	14,35	14,84	15,35	15,56	15,77
4	14,44	14,93	15,44	15,97	16,19	16,42
5	15,03	15,54	16,07	16,62	16,85	17,10
6	15,64	16,17	16,72	17,29	17,53	17,78

Trained educator						
Step	Rate from April 1, 2006, to March 31, 2007	Rate from April 1, 2007, to March 31, 2008	Rate from April 1, 2008, to March 31, 2009	Rate from April 1, 2009, to March 31, 2010	Rate from April 1, 2010, to March 31, 2011	Rate from April 1, 2011, to March 31, 2012
1	14,14	14,67	15,22	15,79	16,06	16,34
2	14,59	15,14	15,71	16,30	16,58	16,86
3	15,05	15,62	16,21	16,82	17,11	17,39
4	15,52	16,10	16,70	17,32	17,62	17,95
5	16,01	16,61	17,23	17,87	18,18	18,51
6	16,52	17,14	17,78	18,45	18,77	19,10
7	17,04	17,68	18,34	19,03	19,36	19,71
8	17,58	18,24	18,92	19,63	19,97	20,32
9	18,15	18,83	19,54	20,27	20,62	20,98
10	18,73	19,43	20,16	20,92	21,28	21,65

Appendix J (cont.)

Untrained educator						
Step	Rate from April 1, 2006, to March 31, 2007	Rate from April 1, 2007, to March 31, 2008	Rate from April 1, 2008, to March 31, 2009	Rate from April 1, 2009, to March 31, 2010	Rate from April 1, 2010, to March 31, 2011	Rate from April 1, 2011, to March 31, 2012
1	12,48	12,95	13,44	13,95	14,19	14,43
2	12,88	13,37	13,88	14,40	14,65	14,90
3	13,29	13,79	14,31	14,85	15,11	15,37
4	13,70	14,21	14,74	15,29	15,55	15,83
5	14,14	14,67	15,22	15,79	16,06	16,34
6	14,59	15,14	15,71	16,30	16,58	16,86
7	15,05	15,62	16,21	16,82	17,11	17,39
8	15,52	16,10	16,70	17,32	17,62	17,95
9	16,01	16,61	17,23	17,87	18,18	18,51
10	16,52	17,14	17,78	18,45	18,77	19,10
11	17,04	17,68	18,34	19,03	19,36	19,71
12	17,58	18,24	18,92	19,63	19,97	20,32
13	18,15	18,83	19,54	20,27	20,62	20,98
14	18,73	19,43	20,16	20,92	21,28	21,65

Appendix K

Disciplinary notice form

Appendix L Section 21 of the Educational Childcare Regulation, ratio in force at the Center

A permit holder must ensure that the minimum number of childcare staff members present to look after the children receiving childcare in the holder's facility respects the ratio of

- (1) one member for 5 or fewer children present under 18 months of age;
- (2) one member for 8 or fewer children present from 18 months of age to under 4 years of age;
- (3) one member for 10 or fewer children present from 4 years of age to under 5 years of age on 30 September; and;
- (4) one member for 20 or fewer children present from 5 years of age and older on 30 September..

**Appendix M Register of work accidents and occupational diseases
(section 280 ARIAOD, R.S.Q. c. A-3.001)**

Name:	_____	Tel.:	(_____)
Union:	_____		
Classification:	_____		
Center:	_____		
Address:	_____ _____		
Place where the occupational injury occurred:			
Classroom of the Center:	<input type="checkbox"/>		
Staff room:	<input type="checkbox"/>		
Other location in Center:	<input type="checkbox"/>	(specify)	_____
Outside the Center :	<input type="checkbox"/>	(specify)	_____
Description		of	_____ incident:
_____ _____ _____			
Date of incident:	_____	Time:	_____
Witness:	_____		
Other information:			
CSST work accident report form completed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Medical care provided at Center:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Medical care provided by treating physician:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Copy to: Employer:	<input checked="" type="checkbox"/>		
Section Union delegate:	<input checked="" type="checkbox"/>		
Union:	<input checked="" type="checkbox"/>		
Employee:	<input checked="" type="checkbox"/>		

Signature of employee	Date		

Appendix N **Assignments effective at the date of coming into force of the
Collective agreement (to be completed before April 30th
2010)**

LETTER OF AGREEMENT

BETWEEN

**THE CREE CHILDCARE CENTERS EMPLOYERS ASSOCIATION
(herein after "CCCEA")**

AND

**THE ASSOCIATION OF EMPLOYEES OF NORTHERN QUEBEC
(herein after "the Union")**

WHEREAS the parties have discussed, during the course of the negotiations, of providing leaves of absence for a Sector Director;

WHEREAS this representative is nominated by the Union to represent the members of the Centers represented by the Union;

THE PARTIES have agreed to the following conditions:

- The Sector Director shall be entitled to up to a maximum of twenty (20) days of leave on an annual basis, for this particular function.
- Her Employer shall pay to her the equivalent of the salary she would receive if she were actually at work along with any supplement that the Union requests be paid to her.
- The Union shall reimburse to her Employer, in the thirty (30) days following the submission to the Union of an itemised statement, the salary and, where applicable, the supplement as well as the cost of all fringe benefits paid **by** her or on her behalf.
- The Sector Director, prior to such leave, shall give a notice of at least two (2) working days to her Employer.

IN WITNESS WHEREOF, the parties have signed:

For the CCCEA

For the Association of Employees of
Northern Québec (AENQ-CSQ)

BLANCHE AWASHISH

PATRICK D'ASTOUS

Date:

Date

LETTER OF AGREEMENT BETWEEN

THE CREE CHILDCARE CENTERS EMPLOYERS ASSOCIATION

AND

THE ASSOCIATION EMPLOYEES OF NORTHERN QUEBEC

DISPARITÉS RÉGIONALES

Les parties s'entendent sur la nécessité de reconnaître l'équité de traitement entre les salariées des centres de la petite enfance visées par la présente convention collective et les salariés des services publics présents dans les mêmes communautés.

À cette fin, les parties reconnaissent que tout comme les salariés du secteur public, les salariées des centres de la petite enfance visées par la présente convention collective devraient recevoir en plus de leur salaire, entre autres, une prime annuelle à l'isolement et à l'éloignement à valeur égale ou équivalente à celle octroyée dans le secteur public.

La partie patronale s'engage à faire des représentations auprès de l'Autorité régionale crie (ARC) afin qu'elle inclue dans ses revendications auprès du gouvernement du Québec, l'octroi d'une prime d'isolement et d'éloignement pour les salariées des centres de la petite enfance visées par la présente convention collective.

La partie syndicale quant à elle s'engage à appuyer l'ARC dans cette démarche et à faire les représentations nécessaires auprès du gouvernement directement ou par l'intermédiaire de la Fédération des intervenantes en petite enfance du Québec (FIPEQ) à laquelle elle est affiliée, au besoin.

La présente annexe ne peut faire l'objet d'un grief, d'un arbitrage ni de quelque autre recours.

IN WITNESS WHEREOF, the parties have signed:

For the CCCEA

For the Association of Employees of
Northern Québec (AENQ-CSQ)

BLANCHE AWASHISH

PATRICK D'ASTOUS

Date:

Date

LETTER OF AGREEMENT

BETWEEN

THE CREE CHILDCARE CENTERS EMPLOYERS ASSOCIATION

AND

THE ASSOCIATION OF EMPLOYEES OF NORTHERN QUEBEC

The parties must discuss the following items before June 30th 2010:

- 1) Christmass holiday (6-2.02)
- 2) Long term leave for studies and seniority (6-8.02)
- 3) Availability list application (5-2.09 and appendix D)
- 4) Annual vacation (6-3.02)
- 5) 3-6.05 list
- 6) Maternity leave during long term leave (6-7.03)
- 7) Vacation and maternity list (6-7.10)
- 8) Seniority List (Appendix E)
- 9) Other subjects brought by the Union or the Employer before June 30th 2010

IN WITNESS WHEREOF, the parties have signed:

For the CCCEA

For the Association of Employees of
Northern Québec (AENQ-CSQ)

BLANCHE AWASHISH

PATRICK D'ASTOUS

Date:

Date