

COLLECTIVE AGREEMENT

BETWEEN

**WASPSHOOYAN CHILDCARE CENTER
OUJÉ-BOUGOUMOU**

AND

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



2014-2019

Table of contents

Chapter 1-0.00	Definitions and purpose of the agreement	7
1-1.00	Definitions	7
1-2.00	Purpose of the Agreement	10
Chapter 2-0.00	Recognition and jurisdiction.....	11
2-1.00	Jurisdiction	11
Chapter 3-0.00	Union prerogatives	13
3-1.00	Communications and posting and distribution of Union notices	13
3-2.00	Use of Employer's premises for Union purposes	13
3-3.00	Documentation to be provided to the Union	13
3-4.00	Union system	14
3-5.00	Leaves of absence for Union activities	14
3-6.00	Deduction of Union dues or their equivalent.....	16
Chapter 4-0.00	Participation	18
4-1.00	Labour relations committee (LRC).....	18
4-2.00	Participatory management	19
4-3.00	Personnel Selection	19
Chapter 5-0.00	Conditions of employment.....	20
5-1.00	Engagement and resignation	20
5-2.00	Posting of positions	20
5-3.00	Seniority	23
5-4.00	Probation.....	24
5-5.00	Assignment	25
5-6.00	Procedure for lay-off and recall	26
5-7.00	Sub-contracting	27
5-8.00	Disciplinary measures	28
5-9.00	Personal file	29
Chapter 6-0.00	Working conditions and fringe benefits.....	31
6-1.00	Workweek and work hours	31
6-2.00	Statutory holidays, Christmas and Cultural Leave	31
6-3.00	Annual vacation time	34
6-4.00	Sick days and insurance plans	35
6-5.00	Work accident and occupational disease	37
6-6.00	Special leaves	37
6-7.00	Parental rights	40
6-8.00	Leave without pay	49
6-9.00	Sabbatical leave with deferred salary.....	51

6-10.00	Pension plan	52
6-11.00	Training and professional improvement	54
6-12.00	Travel expenses	55
6-13.00	Civil responsibility.....	55
Chapter 7-0.00	Quality of life in the workplace	56
7-1.00	Workplace health and safety	56
7-2.00	Sexual harassment in the workplace	56
7-3.00	Respect for human rights and freedoms	56
7-4.00	Psychological harassment.....	57
Chapter 8-0.00	Organisation of work	58
8-1.00	Organisation of work	58
8-2.00	Professional autonomy.....	58
Chapter 9-0.00	Remuneration	59
9-1.00	Classification rules	59
9-2.00	Determination of experience step.....	59
9-3.00	Step progression	61
9-4.00	Salary	62
9-5.00	Overtime.....	62
9-6.00	Payment of earnings	63
Chapter 10-0.00	Procedure for settling grievances and arbitration	65
10-1.00	Procedure for settling grievances	65
10-2.00	Arbitration.....	66
Chapter 11-0.00	General provisions.....	68
11-1.00	Interpretative provisions	68
11-2.00	Coming into force of the Agreement.....	68
11-3.00	Amendments to the Agreement.....	68
11-4.00	Acquired rights	68
11-5.00	Printing and distribution of the Agreement	69
Appendix A	Certificate of accreditation	70
Appendix B	Application for Union membership.....	72
Appendix C	Contract of engagement.....	73
Appendix D	Availability list	75
Appendix E	Seniority list on March 31, 2014	76
Appendix F	Harassment Policy	77
Appendix G	Travel claim form.....	81

Appendix H	Classification, experience step and status of employees on the date of coming into force of the agreement	83
Appendix I	Job descriptions	85
Appendix J	Hourly rates and salary scales	95
Appendix K	Disciplinary notice form	100
Appendix L	Section 21 of the Educational Childcare Regulation, ratio in force at the Center	102
Appendix M	Register of work accidents and occupational diseases (section 280 ARIAOD, R.S.Q. c. A-3.001).....	103
Appendix N	Role and obligations of the employee directors.....	104
Appendix O	Deferred Salary Leave program	105
Appendix P	Agreement regarding Progressive retirement.....	110

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.

Years of Experience

One year of experience corresponds to the number of hours recognized under Article 9-2.05 of the collective agreement.

Years of Service

The uninterrupted period during which the employee is bound to the Employer by an employment contract, even where the performance of work has been interrupted without termination of the contract, and the period during which fixed term contracts succeed one another without any interruption that would, under the circumstances, give cause not to renew the contract.

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 MF 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.

d) 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**

A position of indefinite duration held by either a permanent or probationary employee and that can be assigned to a replacement employee in the absence of the incumbent.

A position includes the duties performed by an employee as described in the job description included in Appendix I.

Only permanent employees may hold a position, to the exclusion of temporary and replacement employees.

1-1.11 **Full-time position**

A position for which the number of hours worked per week is equal to or greater than thirty-five (35) hours.

1-1.12 Part-time position

A position for which the number of hours worked per week is 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 who holds a position.

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 twelve (12) 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 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. A Union representative may be absent without loss of salary in order to participate in Union, the Federation or the Centrale proceedings.

The maximum number of days authorized for absence under paragraph 1 of the present clause shall be eight (8) days per year, of which six (6) 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 earnings 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 earnings 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;
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 structural modification of the Center;
 - 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 general assembly meeting and special general assembly meetings of the Center.
- 4-2.03 The Center guarantees the presence of at least one employee acting as an employee representative with speaking and voting rights.
- 4-2.04 The role and obligations of the employee representative(s) are defined in Appendix N.

4-3.00 PERSONNEL SELECTION

- 4-3.01 Personnel selection is the responsibility of the Employer.

Pursuant to the above, the Employer may invite one or more employees to sit on a selection committee under conditions agreed upon by the Employer and the union representative.

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 1-1.00), 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

All appointments must be made within thirty (30) days of the posting period. During this period, the Employer shall notify, by the most appropriate means, all employees having submitted an application, as well as the union representative, of the appointment.

Unless otherwise agreed upon by the parties, the start date for the position obtained shall be identical to the date specified on the posting notice and within sixty (60) days of the appointment.

If, for medical reasons, an employee is unable to carry out some or all of the duties related to his/her position, the Employer and the Union may, upon recommendation by the employee's treating physician, agree to transfer the employee to another vacant position for which he/she is qualified and can perform the related tasks without risking his/her health or safety.

In this case, the position thus granted is not posted and the employee suffers no loss of salary as a result of the transfer.

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;
- the employment status (full-time or part-time);
- a description of the duties;
- the duration of the regular workweek;
- qualifications required for the classification;
- the period of posting;

The Employer shall confirm an applicant's appointment in writing and within) twenty (20) days following the period of posting of a vacant or newly created position.

5-2.04 An employee 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 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.

5-3.03 Seniority shall be indicated in terms of years, months and days.

5-3.04 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.

5-3.05 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.

5-3.06 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.

5-3.07 The seniority list in force on March 31 is that appearing in Appendix E.

5-3.08 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 six (6) 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 regarding the engagement 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 Failure to comply with the procedure set out in Clause 5-4.02 shall result in the automatic recognition of the employee's successful completion of his/her probation.

5-4.05 If the Employer decides to re-hire an employee who has failed to complete his/her probationary period from a previous commitment due to lack of work, the employee, to achieve permanent status, must simply make up the missing days of work, provided that no more than one (1) year has passed since his/her departure.

5-4.06 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 ages is normally done by seniority in august of each year.

5-5.02 When an assignment is posted, 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 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 email 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.

5-8.10 Administrative Action

If the Employer takes administrative action for the purpose of affecting the employment status of an employee, either permanently or temporarily, otherwise than by disciplinary action or layoff, the Employer must, within five (5) days, notify the employee in writing, and in the presence of the union representative, at a meeting convened for this purpose. The notice must clearly state the grounds for the administrative action.

Failing to hand deliver the notice to the employee, the Employer may notify him/her using another suitable form of communication and transmit a copy of the notice to the union representative.

5-8.11 In accordance with grievance and arbitration procedure, any disciplinary or administrative action taken against an employee can be subject to a grievance.

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 is of thirty-five (35) hours shall be distributed from Monday to Friday on five (5) or four (4) day schedule.
- 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 and with her group of children, 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.

- 6-2.02 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.
- 6-2.03 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.
- 6-2.04 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.

A permanent or temporary employee in a part-time position is entitled to paid legal holidays pursuant to Clause 6-2.01 under the following conditions:

- a) when the employee is not required to work on a paid legal holiday, he/she shall receive his/her choice of pay or leave of an equivalent duration. Remuneration during the leave shall be equal to one twentieth (1/20th) of the salary earned in the four (4) full weeks preceding the leave¹;
- b) when the paid legal holiday coincides with a day on which the employee is normally required to work, he/she shall be granted leave that is paid in full according to the employee's regular salary.

¹ Compensation for this leave shall be equal to one sixteenth (1/16th) of the salary earned during the four (4) full weeks prior to the week of the leave for employees who spread their work schedule over 4 days instead of 5.

6-2.05 **Christmas Holidays**

During the holiday season, the decision to close a facility or to keep it open is made by the Employer while taking into account a survey of parents' needs during this period and the facility's experience in previous years.

If the Centre closes for the holiday season, in addition to the holidays provided for in 6-2.01, permanent and temporary employees with at least 1 year of service shall be entitled to a number of holidays equal to the length of this period in accordance with past practice, without loss of pay.

If the Centre remains open for the holiday season, the Employer shall notify employees of the number of people required to work during this period and shall receive requests for leave from employees.

The Employer shall assign, by seniority, permanent employees not taking leave, then temporary employees, also by order of seniority; if the needs of the Centre cannot thus be met, the Employer shall then assign permanent employees by reverse order of seniority. Employees with at least 1 year of service who work during this period may reclaim their time at a time of their choosing.

6-2.06 **Cultural Break**

For the purpose of exercising Cree traditional activities and subject to its operational needs, the Center shall provide to its permanent and temporary employee, after one (1) year of service, 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 in proportion to their working hours.

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
3 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.

6-3.10 For the purposes of this Article, an employee shall suffer no loss of salary paid for vacation time taken as a result of one or more absences during one or more periods of absence for union activities provided for in Sections I and II of Article 3-5.00, disability, work accident, occupational disease, precautionary cessation of work, maternity, paternity or adoption leave for family responsibilities or tragic events.

Notwithstanding the preceding paragraph, a period of continuous absence of more than twelve (12) months for reasons of disability, work accident or occupational disease shall interrupt the accumulation of reckonable wages as defined in Clause 1-1.16.

6-3.11 In case of permanent termination of employment, the employee is entitled to compensation calculated in accordance with 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 March 31st of each year, 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 on April 1st of each 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 1st, 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 Sick days may be taken as part or full days.
- 6-4.08 The state of the employee's bank of sick days will appear on the regular pay stub.
- 6-4.09 In the event that, contrary to the opinion of the treating physician, the physician appointed by either the Employer or the insurer deems the employee not or no longer disabled, the Employer shall not have the right to require that the Employee return to work prior to the date specified in the medical certificate issued by the employee's treating physician.
- 6-4.10 Subject to his/her right to appeal this decision, the employee shall be considered on leave of absence without pay until the date of return to work specified by his/her treating physician.

Section II Group insurance plan

- 6-4.11 All employees must contribute to the MF group insurance plan for daycare employees.
- 6-4.12 The Employer agrees to collect the dues of employees who contribute to the group insurance plan. The Employer shall remit these contributions to the insurer on a regular basis.

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 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.

6-6.02 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 same members of the immediate 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 Center.

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, the employee 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.

- 6-6.03 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 6-6.02 above.
- 6-6.04 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.
- 6-6.05 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.
- 6-6.06 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.
- 6-6.07 Under the Public Safety Act (L.R.Q. c-2.3), in the event that a national emergency is declared for all or part of Québec, employees prevented from carrying out their work shall suffer no loss of salary for up to three (3) consecutive days.

6-7.00 PARENTAL RIGHTS

An employee who is eligible for the Québec Parental Insurance Plan is entitled to receive, during her maternity leave, an allowance equal to eighteen percent (18%) of her basic weekly salary.

This allowance shall be paid by the insurer under the group insurance and maternity leave plans implemented by the Ministry.

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 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.

6-7.10 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.

6-7.11 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 6-7.09 only for the first six (6) weeks of the extension of the leave and, thereafter, those referred to in clause 6-7.25.

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

6-7.12 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.

6-7.13 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.

6-7.14 The father and mother of a newborn child, as well as a person who adopts a child, are entitled to unpaid parental leave of no more than fifty-two (52) consecutive weeks

6-7.15 Parental leave may begin, at the earliest, the week the child is born or, in the case of an adoption, the week the child is transferred into the custody of the employee as part of an adoption procedure or the week the employee leaves work to travel outside of Québec so that the child may be transferred into his/her custody. Parental leave shall end no later than seventy (70) weeks after the birth of the child or, in the case of an adoption, seventy (70) weeks after the child is transferred into the custody of the employee.

6-7.16 In order to take parental leave, an employee must provide the Employer with written notice, at least three (3) weeks in advance, indicating the start date of the leave and the date of return to work. Less notice may be given if the health of the newborn child, the adopted child or the mother is such that the employee is needed.

Notwithstanding the above, the employee is not required to provide this notice if a notice has already been provided.

6-7.17 An employee may, at the outset of or during unpaid parental leave, add his/her name to the availability list by indicating, in writing, his or her availabilities. The employee must notify the Employer of his/her intention to add his/her name to the list seven (7) days in advance.

6-7.18 While an employee's name is on the availability list, he/she, by providing a service, is subject to the rules applicable to full-time employees.

- 6-7.19 At the employee's request, parental leave may be divided into weeks if the child is hospitalized or if the employee is likely to be absent under Article 79.1 or any of Articles 79.8 to 79.12, as set out in Labor Standard Law (L.R.Q., c.n. 1.1).
- 6-7.20 If the child is hospitalized during parental leave, the leave may be suspended following an agreement with the Employer to allow the employee to return to work during the hospitalization
- 6-7.21 An employee may terminate his/her parental leave prior to the date indicated in the notice if he/she provides the Employer with written notice, at least three (3) weeks in advance, indicating the revised date of return to work.
- 6-7.22 Barring a major unforeseen event, the burden of proof for which falls upon the employee, an employee who does not report to work on the date stated in the notice given to the Employer is deemed to have resigned.
- 6-7.23 At the end of parental leave, the employee shall return to his/her position or, where applicable, to a position obtained during the leave, in accordance with the provisions of the collective agreement.
- Similarly, upon his/her return from parental leave, an employee without a position is put back on the availability list and is entitled to the rights provided for in the collective agreement.
- 6-7.24 In the event that his/her position has been abolished or in case of bumping, the employee is entitled to the benefits he/she would have received had he/she been working.
- 6-7.25 During parental leave, the employee is entitled to the following benefits, provided he/she is normally entitled to them:
- a) continued participation in the group insurance and pension plans;
 - b) retention of entitlement to apply for and obtain a posted position pursuant to the provisions of the collective agreement as if he/she had been working.
- 6-7.26 In order to maintain the group insurance and pension plans, where the Employer pays part of the premiums, the Employer remains responsible for its usual contribution. The Employer is not required to contribute if the employee fails to pay his/her premiums. Premiums must be paid regularly or be transmitted in advance to the Employer, as required by the contract.

Section III Special leaves for pregnancy and breastfeeding

6-7.27 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.

6-7.28 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.

6-7.29 During a special leave under clauses 6-7.27 and 6-7.28, the employee enjoys the benefits provided under clause 6-7.09, to the extent she normally would, and under clause 6-7.13.

Moreover, the employee concerned in clause 6-7.28 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

6-7.30 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 sixty (60) days of uninterrupted service.

An employee who has completed one (1) 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.

6-7.31 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 (1) 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.

6-7.32 When the child is hospitalised, the employee may suspend his paternity leave by returning to work for the duration of the hospitalisation.

6-7.33 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 two (2) leaves, the request must specify the date of the return to work.

6-7.34 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.

6-7.35 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.

6-7.36 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

6-7.37 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 ten (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.

6-7.38 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

6-7.39 An employee may take a full or part-time leave of absence without pay for up to one hundred and four (104) weeks in the following cases:

a) she suffers serious bodily injury during or as a direct result of a criminal act, rendering her unable to hold her regular position;

- b) her presence is required by her minor child, who has suffered serious bodily injury during or as a direct result of a criminal act, rendering her unable to carry out her regular activities;
- c) the death of her spouse or child occurs during or as a direct result of a criminal act.

In these cases, the period of absence may begin no earlier than the date on which the criminal act was committed and may end no later than one hundred and four (104) weeks after the commission of the criminal act.

For the purposes of this article, the following circumstances are considered to be during or as a direct result of a criminal act:

- a) arresting or attempting to arrest, in a lawful manner, an offender or suspected offender, or assisting a peace officer in making an arrest;
- b) preventing or attempting to prevent, in a lawful manner, the commission of an offense or what the person believes to be an offense, or assisting a peace officer who is preventing or attempting to prevent an offense or what he believes to be an offense.

An employee may take a full or part-time leave of absence, without pay, for a maximum duration of fifty-two (52) weeks if her minor child is missing.

If the child is found before the end of the period of absence, it shall end on the eleventh day after the child is found.

An employee may take a full or part-time leave of absence, without pay, for a maximum duration of fifty-two (52) weeks if her spouse or child commits suicide.

The period of absence provided for this section may begin no earlier than the date of death or disappearance and may end no later than fifty-two (52) weeks after this date.

The provisions of this section apply, as appropriate, if it can be inferred from the circumstances surrounding the event that the serious bodily injury was most likely the result of a criminal act, that the death was the result of such an act or suicide, or that the missing person is in danger.

However, an employee may not benefit from these clauses if it can be inferred from the circumstances that the employee, her spouse or her adult child was most likely party to the criminal act or contributed to the injury through serious misconduct.

In all cases provided for, the employee must notify the Employer of her absence and, at the Employer's request, provide proof or confirmation, to the extent possible, of the facts justifying her absence.

In all cases provided for, the employee's participation in group insurance and pension plans shall not be affected by her absence, subject to the regular payment of any contributions payable for those plans and for which the Employer shall assume its customary share.

During a planned leave of absence, the employee continues to accumulate seniority. She also continues to accumulate experience, for the purposes of pay progression, up to a maximum of the first fifty-two (52) weeks of her leave.

Upon her return from a planned leave of absence, the employee is reinstated in her position. In the event that the position has been abolished, the employee is entitled to the benefits she would have received had she been at work.

Section VII Final dispositions

6-7.40 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.

6-7.41 In all cases referred to in sections V and VI, 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.

6-7.42 During a leave under sections V and VI, 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.

6-7.43 On return from a leave provided under sections V and VI, 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 The sabbatical leave with deferred salary plan allows an employee to spread her salary over a set period in order to benefit from sabbatical leave with pay; this plan only applies insofar as it complies with the law and regulations.

6-9.02 For the purposes of this article, the term "contract" refers to the contract mentioned in Appendix O of the agreement.

6-9.03 Only regular employees are eligible for the sabbatical leave with deferred salary plan.

Those not eligible for the plan include employees receiving salary insurance or on unpaid leave at the time the contract enters into force. Thereafter, the provisions of the contract for these situations apply.

6-9.04 Following a written request from the employee, the Employer may grant sabbatical leave with deferred salary. In case of refusal, the Employer shall notify the employee in writing of the reasons for its decision. In cases where leave is taken at the end of the plan, the Employer cannot refuse the request of an employee without just cause.

6-9.05 The sabbatical leave plan can be applied only for the period covered by the contract and the duration of the leave as determined by the following table, as well as according to the following percentages of salary paid over the contract term:

Duration of participation in the plan (contract)

	2 years	3 years	4 years	5 years
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

- 6-9.06 Following a leave of absence, the employee must return to work for a period at least equal to that of the leave. This return may take place during or after the contract term.
- 6-9.07 Amounts of deferred salary cannot be paid to the employee after her date of retirement and may not be used to defer income tax.
- 6-9.08 The Employer and the employee shall, where applicable, sign the contract stipulating the terms and conditions of the leave.
- 6-9.09 The parties agree that the administration of the plan be accorded to the trustee appointed by the Union and that the Employer is not bound by any obligation other than that of making deductions from the salaries of participating employees and giving them to the trustee.
- The Employer agrees to remit, monthly and directly, to the trustee the sums deducted from the salary of participating employees; this remittance shall be made in the fifteen (15) days following the month in which the deductions were made.
- 6-9.10 A copy of the contract between the trustee and the Union, containing the provisions of deferred salary leave, shall be sent to the Employer.
- 6-9.11 For the year in which the leave takes place, the employee shall continue to benefit from the group insurance plan, subject to the terms of the clauses and stipulations of the group insurance contract in force. In this case, the employee shall pay the Employer, by deferred cheque, all premiums and taxes on this amount, where appropriate. However, the Employer and the employee may agree on different terms of repayment.
- 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).

6-10.03 Phased retirement program

Definition

The phased retirement program allows employees aged fifty-five (55) years or older who hold a full-time position to reduce their work in the last years leading up to their retirement.

The granting of a phased retirement is subject to prior agreement with the Employer (Appendix P).

Phased retirement is of a minimum duration of twelve (12) months up to a maximum of sixty (60) months and the time worked must be agreed upon by the employee and the Employer. In all cases, the time worked must be of at least two (2) days per week.

At the end of this period, the employee retires.

6-10.04 Request

Employees who wish to avail themselves of the program must submit a written request to the Employer ninety (90) days before the desired start date of phased retirement, which coincides with the return of the groups of children.

6-10.05 Rights and benefits

a) Seniority and experience

The employee accumulates seniority as though she were not participating in the program and her experience is recognized in proportion to the number of hours worked.

b) Insurance plan

The employee continues to participate in the group insurance plan under the conditions of the contract.

c) Pension plan

During the employee's participation in the phased retirement program, the pension plan is subject to the terms set out in the provisions of the pension plan for the staff of childcare centers and subsidized private daycare centers in Québec.

d) Bumping or layoff

For the purposes of the bumping procedure, if an employee is bumped or her position abolished, the employee shall be deemed to work full-time as usual.

6-10.06 Termination of the agreement

In the event of the retirement, resignation or dismissal of the employee, the phased retirement program shall end on the date of the event.

6-10.07 Application of the collective agreement

Subject to the stipulations of this article, employees who avail themselves of the phased retirement program are under the jurisdiction of the provisions of the collective agreement that apply to part-time employees.

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, and meetings with parents on a regular basis. Hours worked within these meetings will be paid.

However, for staff meetings, 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-eight-hundred-twenty (1820) 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-eight-hundred-twenty (1820) 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.

9-4.04 Integrated Positions

An employee in an integrated position shall be paid according to the number of hours worked in each labour grade.

An employee in an integrated position equivalent to a full-time position as defined in the collective agreement shall be entitled to an annual increase in each of the salary scales related to the integrated position in like manner as employees in full-time positions.

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 EARNINGS

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.
- 11-1.04 The French text is the official text of the collective agreement.

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, April 1st, 2019.
- However, the working conditions provided in the Agreement shall continue to apply until a new collective agreement is signed.

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)**

Mélissa Rodger, Representative

Patrick D'Astous, President

Lucie Bergeron, Negotiator

Ève-Lyne H. Fecteau, Spokesperson

Carmen Michel, Negotiator

Date: _____ March 2014

Date: _____ March 2014

APPENDIX A CERTIFICATE OF ACCREDITATION

COMMISSION DES RELATIONS DU TRAVAIL

(Division des relations du travail)

Dossier : AM-2000-9216

Cas : CM-2008-1052

Montréal, le 18 avril 2008

AGENT DE RELATIONS DU TRAVAIL : Pierre Blais

**Association de l'enseignement du
Nouveau-Québec (CSQ)**

Requérante

c.

Centre de la petite enfance Waspshooyan

Employeur

DÉCISION

[1] Le 7 mars 2008, la requérante dépose une requête en vertu de l'article 25 du *Code du travail* pour représenter, chez l'employeur :

« Toutes les personnes salariées au sens du Code du travail. »

[2] Le 18 avril 2008, l'employeur et la requérante donnent leur accord sur l'unité de négociation afin qu'elle se lise de la façon suivante :

« Toutes les personnes salariées au sens du Code du travail, à l'exclusion des coordonnatrices et coordonnateurs, et des personnes exclues par la loi. »

[3] Il existe un désaccord sur l'inclusion ou non dans l'unité de négociation de la personne suivante :

NOM

Tina Bosum.

AM-2000-9216 / CM-2008-1052

PAGE : 2

[4] Malgré ce désaccord, la requérante jouit du caractère représentatif requis par la loi.

[5] Les vérifications effectuées indiquent que les autres dispositions du chapitre II du *Code du travail* sont respectées.

[6] Rien ne s'oppose donc à ce que, conformément à l'article 28 du *Code du travail*, l'agent de relations du travail accrédite la requérante.

EN CONSÉQUENCE, la Commission des relations du travail

ACCRÉDITE

l'Association de l'enseignement du Nouveau-Québec (CSQ) pour représenter :

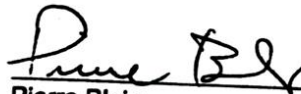
« Toutes les personnes salariées au sens du Code du travail, à l'exclusion des coordonnatrices et coordonnateurs, et des personnes exclues par la loi. »

**De : Centre de la petite enfance Waspshooyan
15, rue Wastawshkootaw Meskino
Oujé-Bougoumou (Québec) J0M 1E0**

Établissements visés :

Tous les établissements

Dossier : AM-2000-9216.


Pierre Blais

**M^e Réal Policar
MARCHAND, CASAVANT
Représentant de la requérante**

**M^e Jean-Guy Caron
POULIOT, CARON, PRÉVOST, BÉLISLE, GALARNEAU s.é.n.c.
Représentant de l'employeur**

PB:sl



APPENDIX B

APPLICATION FOR UNION MEMBERSHIP



CSQ

APPLICATION FOR UNION MEMBERSHIP

N.B. It is important to fill in all the blank spaces in this sections.

Family name _____

First name _____

Home address _____

Postal code _____ Telephone () _____

Email _____

I, the undersigned freely choose to become a member of the Union:

ASSOCIATION DES EMPLOYÉS DU NORD QUÉBÉCOIS
(CSQ)

I undertake to observe the by-laws regulations and decisions and to pay the dues fixed by the union. My membership shall become effective the day of my admission to the union.

I have paid my first union due of **2 \$**

the _____ 20 _____

MEMBER

WITNESS



WASPSHOOYAN CHILDCARE CENTRE

Confirmation of Employment Contract of Engagement

For

- | | |
|---|--------------------------|
| ADMINISTRATIVE ASSISTANT | ☐ |
| SPECIAL NEEDS/PEDAGOGICAL
COUNSELLOR | ☐ |
| FAMILY WORKER | ☐ |
| EDUCATOR TRAINED | ☐ |
| EDUCATOR UNTRAINED | ☐ |
| COOK | ☐ |
| JANITOR | ☐ |



Waspshooyan Childcare Centre

CONTRACT OF ENGAGEMENT

BETWEEN:

Waspshooyan Childcare Centre and

THE EMPLOYEE:

Address:

Telephone number:

Social insurance number:

STATUS

Position:

Probationary Period Dates: From:

To:

Date of Probationary Evaluation:

Permanent Employee:

Full time:

Part time:

Temporary Employee:

Full time:

Part time:

Date starting:

Date ending:

Name of Employee being replaced:

(Maternity, Education, Long term leave, etc.)

CLASSIFICATION

Education:

Experience:

Salary Scale Level:

OBJECT

The Board of Directors confirms the hiring of Ms. /Mr.:

as a _____ employee in the position of _____

(permanent / temporary)

His/her first day of service is on:

NATURE OF POSITION

As stated in the job description found in the annex to the present agreement and is conform to the Collective Agreement.

SALARY AND WORKING CONDITIONS

The hourly rate follows MFA salary scale and the Collective Agreement.

The working conditions are those stated in the Collective Agreement. A copy is given to the employee.

This Contract comes into effect on:

By virtue of which, the parties have signed in Oujé-Bougoumou

Employee

Director

Date

APPENDIX D

AVAILABILITY LIST

(to be completed before April 30th 2014)

[illegible]

APPENDIX E SENIORITY LIST ON MARCH 31, 2014

Earliest date of engagement as a regular or long-term replacement employee

Order	Names	Earliest date of engagement		
		Year	Month	Day
1	Wanda Shecapio Blacksmith	1998	10	26
2	Isabelle Neeposh	2000	04	03
3	Katherine Salt	2005	11	20
4	Lorraine J. Dixon	2005	10	11
5	Gloria Shecapio Blacksmith	2005	10	31
6	Heidi Charles-Sharl	2007	04	16
7	Carmen Michel	2008	09	08
8	Chrissie Michel	2009	03	09
9	Sophie T. Bosum	2009	03	16
10.	Sherry-Ann Sheshamush	2009	01	04
11.	Karine Awashish	2010	08	03
12.	Angelique Raphael	2011	03	30
13.	Kelly Weizineau	2012	08	27
14.	Ann Grandmont	2013	03	25
15.	Caroline Pearson	2013	02	25
16.	Shania Kudjick	2013	09	30
17.	Bethany Shecapio Blacksmith	2014	03	03
1.	Brigitte Bouchard (cook)	2004	02	28
1.	Paulina Cooper (janitor)	2012	02	02

APPENDIX F HARASSMENT POLICY

Purpose

This Policy defines what constitutes harassment and the procedure to follow when it occurs.

The Centre aims at favouring a workplace respectful of all by preventing and quickly solving cases of harassment.

The definition of harassment includes sexual harassment at work as well as harassment related to one of the grounds found in section 10 of the *Charter of Human Rights and Freedoms*. These grounds are race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

The Policy also includes Psychological Harassment which is defined as vexatious conduct through behaviour, words, repeated actions or gestures, which are hostile and unwanted. Harassment is prejudicial to an employee's dignity and physical or psychological integrity and creates a negative workplace.

A single serious incidence of such behavior that has a lasting harmful effect on an employee may also constitute psychological harassment.

Policy

The Employer is committed to provide its employees with a workplace free of harassment and take all reasonable measures to prevent such situations and put an end to it if it occurs by taking all appropriate measures - including administrative or disciplinary sanctions up to dismissal. The present policy emphasizes the prevention and rapid resolution of incidents of harassment.

The Employer has therefore committed to:

- Promote respect between employees;
- Protect the dignity of employees;
- Protect the physical and psychological integrity of employees;
- Promote a harmonious work environment.

1.0 Responsibilities

Employees

Employees must act in a professional and respectful manner and react if they are victims or witnesses of harassment.

- a) They can expect to be treated without fear of embarrassment or reprisal when faced with a situation of harassment or participating in the settlement of a complaint.

- b) They will be encouraged to take part in a problem-solving procedure prior to engaging in the complaint procedure.
- c) Plaintiffs, impleaded parties and witnesses must provide the information required by the complaint procedure.
- d) They must cooperate in the complaint procedure when called upon to do so.
- e) They must refrain from discussing the complaint with individuals who are not required to know about it.

Supervisors

Directors and/or coordinators must set an example by interacting respectfully with employees and other individuals in the workplace.

- a) They must ensure that employees are informed of the policy and, if necessary, remind them of its content.
- b) They must intervene rapidly as soon as they have been informed of inappropriate or injurious behaviour and assist the parties in finding a solution.
- c) They must process all allegations of harassment or discrimination of which they have knowledge, whether or not a complaint has been filed. This requirement applies to all cases of harassment involving employees.
- d) They must process all cases of harassment confidentially.

2.0 Procedures

Harassment is a serious allegation. Employees who have reason to believe that they are being harassed must take the following measures:

- a) An employee who is offended by the behaviour of another employee is first invited to speak directly to the employee whose behaviour or actions are considered. The problem can often be solved using a direct approach.
- b) If this does not solve the problem or if the offended employee does not want to speak directly to the offensive employee, she must meet with the director and/or coordinator.
- c) Employees who witness an incident of harassment must try to make the harassed employee aware of her rights in light of the present policy and, if appropriate, inform the director and/or coordinator.
- d) Management will make all possible efforts to settle the issue between the parties as rapidly as possible and, if necessary, with the assistance of a resource person.

2.1 Complaint procedure

The complaint procedure is available for all employees of the Centre. Employees may lodge an official complaint with their director and/or coordinator when it becomes obvious that the informal complaint will not produce results or is deemed inappropriate.

2.1.1 Formal complaint

Employees wishing to file an official complaint must be willing to provide in writing the name of their alleged harasser and the details on the incidents (the date, time, location, frequency, events and persons present, if applicable).

The director and/or coordinator who receives a complaint for harassment must process it tactfully and confidentially. An investigation starts when a complaint is lodged.

To protect plaintiffs and facilitate the collection of information, the following procedure applies:

- All complaints are processed with discretion and the utmost confidentiality.
- It is strictly forbidden to use reprisals or threats against an employee who lodged a complaint or a witness participating in the investigation of a complaint. Such reprisals and threats will justify disciplinary action leading up to dismissal.
- All complaints are processed in an expedited manner. Complaints must be lodged as soon as possible after the incident, at the latest 60 days after the last demonstration of the harassed or discriminatory behaviour.

2.1.2 Investigation

The director and/or coordinator are responsible for the investigation of complaints lodged for harassment.

The person in charge of conducting the investigation must ensure that the alleged author, the plaintiff and, if warranted by the circumstances, the immediate supervisors of the alleged author and the plaintiff are informed of the investigation.

When deemed necessary, the plaintiff and/or the presumed author may be temporarily reassigned to avoid contacts during the investigation.

An in-depth and impartial investigation will be conducted by the person in charge of the investigation or, if warranted by the circumstances, a neutral and external third party.

The investigation will include among others, interviews with the plaintiff, the presumed author and witnesses as well as the review of all relevant facts and documents.

Once the investigation is complete, the person in charge of the investigation or having conducted the investigation may draft a report on all information and evidence collected and provides her conclusion as to whether or not harassment occurred. Depending on the conclusions of the investigation, the Centre will take all necessary corrective measures that it deems appropriate in the circumstances.

The plaintiff and alleged author are informed of the investigation results.

The information collected during the investigation and investigative report, if necessary, is used strictly for the purpose of the investigation and in accordance with the law. Investigation results are filed in the harasser's personnel file only if the investigation concludes that harassment did occur.

2.1.3 Corrective measures

The Centre may take all other measures it deems appropriate, in the circumstances, to ensure the compliance and application of the present policy in cases of harassment. The Centre may namely take administrative or disciplinary action, leading up to discharge, against individuals who violate the present policy, namely by harassing an employee or using reprisals against an individual who lodged a complaint for harassment or testified during an investigation or hearing in a case of harassment.

Administrative or disciplinary action, leading up to discharge, may also be taken against plaintiffs should the investigation find that the plaintiff lodged a complaint simply to prejudice an employee or the Centre or to make false allegations against an employee or the Centre.

Name of claimant:		Date:
Purpose of travel:		
Place of meeting:		
Dates of meeting:		

Dates	SUN	MON	TUE	WED	THU	FRI	SAT

Travel									
Airline									
Bus/Train									

Meals									
Breakfast (\$15.00)									
Lunch (\$20.00)									
Dinner (\$30.00)									
Incidentals (\$10.00)									

Lodging									
Hotel									
Private \$40.00/night									

Other									
Gaz (rent a car)									
Parking									

Instruction for payment	Total of this claim	
Cheque: _____ Bank transfer:	Less advance received	
Name of Bank:	Less other advance received	
Transit number:	Balance due	

Budget code:	
--------------	--

Claimant's signature: _____

Approved by: _____

APPENDIX H CLASSIFICATION, EXPERIENCE STEP AND STATUS OF EMPLOYEES ON THE DATE OF COMING INTO FORCE OF THE AGREEMENT

<i>Name</i>	<i>Classification and step</i>		<i>Employee Status</i>			
	<i>Classification*</i>	<i>Step</i>	<i>Temporary</i>	<i>Full-Time Position</i>	<i>Part-Time Position</i>	<i>No hours/ week</i>
Wanda Shecapio-Blacksmith	PC/SN	8		✓		35
Katherine N. Salt	FW	9		✓		35
Brigitte Bouchard	CK	6		✓		35
Paulina Cooper	JN	2		✓		35
Isabelle S. Neeposh	TE	10		✓		35
Lorraine J. Dixon	TE	9		✓		35
Gloria Shecapio-Blacksmith	TE	6		✓		35
Heidi Charles-Sharl	TE	8		✓		35
Mary C. Dixon	UE/LT	2		✓		35
Carmen Michel	UE	6		✓		35
Chrissie Michel	TE	3		✓		35
Sophie T. Bosum	TE	9		✓		35
Francine Tremblay	TE	3		✓		35
Sherry-Ann Sheshamush	TE/MAT	4		✓		35

Karine Awashish	UE		✓	✓		35
Angelique Raphael	UE	2	✓	✓		35
Kelly Weizineau	UE	1		✓		35
Anne Grandmont	UE	1		✓		35
Caroline Pearson	UE	1	✓	✓		
Shania Kudjick	UE	1	✓	✓		
Bethany Shecapio-Blacksmith	UE/MAT	1	✓	✓		
			✓	✓		

Mg Management (specify
 TE: Educatrice formée
 UE: Educatrice non formée
 CK: Cuisinière
 JN: Entretien
 MAT: Congé maternité
 SL: Sick Leave

APPENDIX I JOB DESCRIPTIONS

Special Needs / Pedagogical Counsellor

Full-time job (35 hours per week)

Immediate Supervisor: Childcare Centre Director

Duties

Under the authority of the Director of the Childcare Centre, the Special Needs / Pedagogical Counsellor is responsible for fostering the overall development of children who have special needs and specifically in charge of applying activities related to the children's intervention plans, and of conducting regular assessments to chart children's progress. In addition, she/he provides professional and technical support to the educators relating to the Educational program, in order to ensure the best quality services possible for children and families.

Tasks

Quality of Services

- ◆ Provide support to Educators so that they may offer quality services to the children.
- ◆ Oversee the harmonious development of each child in care.
- ◆ Support Parents and Educators when they face various problems with children.

Special Needs Child Development

- ◆ Assist the Educators and Parents in detecting children with special challenges using screening procedures.
- ◆ In collaboration with the Director, request and obtain from professionals, when available, the diagnostic report and intervention plan for each child with special needs.
- ◆ According with the child's intervention plan developed by professionals, work with the child on a scheduled one-to-one basis.
- ◆ Assist in finding and/or developing learning activities specific to each child.
- ◆ Consult with professionals on a regular basis on each special needs child's participation and progress in their specific program.
- ◆ If appropriate, meet and work in collaboration with other resources involved with the child (such as Doctor, Nurse, other Educators, Psycho-Educator, Occupational Therapist, Speech Therapist, others) in order to have the same approach with the child.
- ◆ Keep daily reports, maintain and periodically update each child's portfolio throughout the year.
- ◆ Assist in community prevention/promotion programs and campaigns on issues such as FAS, drugs, smoking, etc.
- ◆ Maintain confidentiality of child and family records and information.

Communications with parents

- ◆ Encourage open communications with parents concerning the needs, progress or problems of children.
- ◆ Assist in motivating and encouraging parents to attend the Centre as active participants in their child's educational experiences.
- ◆ Use various methods to communicate with parents on a regular basis (notes in children's cubbies, bulletin board, discussions, telephone calls, etc.).
- ◆ Prepare and hold regular individual meetings with parents to discuss their child's progress, successes and difficulties, at home and at the Centre, and to discuss educational and intervention methods (discipline, nutrition, difficult behaviours, etc.).
- ◆ Periodically provide parents with written information regarding their child.

Supervision of the implementation of the Educational Program

- ◆ Provide advice, support and tools to Educators, so that they may understand the Educational Program and apply it in their playrooms for the benefit of all children.
- ◆ Develop, distribute and promote information documents and tools that support Educators in the animation of educational activities.
- ◆ See that Educational Program standards are implemented (learning centres, labelling, transitions and routines, activities, democratic interventions, etc.).
- ◆ Act as a resource person in the planning and development of educational activities within the Centre.
- ◆ Ensure that each Educator makes plans for educational activities and carries them out.
- ◆ Ensure that the activities organized within each playroom meet the developmental needs of children and in particular those of children with special needs.
- ◆ Evaluate the delivery of the Educational Program within each playroom, and provide information on this toward the evaluation of Educators' performance.
- ◆ Assist with the integration of new children and ensure that each child receives the attention necessary for his/her development.
- ◆ Assists and organize outings and special events for children and families using the services of the Childcare Centre

Teamwork

- ◆ In cooperation with the work team, strive to create a happy and harmonious atmosphere of caring, growth, learning, stimulation, creativity and respect.
- ◆ Take leadership with the team of educators so that the team cooperatively develops plans for the Educational Program (weekly themes, rotation of materials, learning centres, activities, etc.)
- ◆ Assist in organizing training sessions and facilitate in-house training workshops related to the Educational Program.
- ◆ Take part in preparation and facilitation of staff meetings (in particular with regards to the Special needs, Educational Program and the Quality of services)
- ◆ Cooperate with the team of educators in the annual revision of the Educational Program document for the childcare centre and the improvement of its delivery.

Management of Materials

- ◆ Plan the needs for educational materials twice per year, in cooperation with the Educators, and present the lists of purchases for the Director's approval.
- ◆ Manage the theme boxes and ensure that all educators understand and follow the rules.

Perform other tasks and responsibilities inherent in the function as requested

Qualifications and requirements

- ◆ Diploma or certificate in early childhood education, psycho-education or education.
- ◆ Relevant work experience with children.
- ◆ Thorough understanding of child growth and development and of age-appropriate activity programming.
- ◆ Skills: knowledge and love of children, patience, open mind, commitment, flexibility, creativity, resourcefulness, good communications with children and adults, friendly attitude and self-confidence.
- ◆ Ability to build positive relationships with parents, children and personnel.
- ◆ Ability to work with and supervise adults.
- ◆ Ability to create a positive atmosphere, ability to lead a group and ability to work with and supervise adults.
- ◆ Good writing and problem-solving skills.
- ◆ Provide a favourable background inquiry certificate as well as a health certificate and first Aid Card

Salary and Classification

- ◆ Commensurate with experience and training, according to the MFA scale.

Cook

Full-time job (35 hours per week)

Immediate Supervisor: Childcare Centre Director

Duties

Under the authority of the director, the cook provides food services in the childcare centre in accordance with the centre's philosophy and policies.

Tasks

Planning of meals

- ◆ Oversee the management of the food services for the Centre
- ◆ Plan well-balanced and economical menus, according to the Canada Food Guide and the Native Food Guide
- ◆ Seek advice and comments of colleagues, the director and nutritionists regarding menus and recipes, and take them into account
- ◆ Rotate menus on a monthly basis
- ◆ Display weekly menus in the entrance of the centre ahead of time and keep them on file
- ◆ Consider the special needs of some children in the planning of menus and preparation of meals.

Preparation of meals and snacks

- ◆ Prepare lunches as well as morning and afternoon snacks, according to the Centre's schedule
- ◆ Present foods creatively, so that children are keen to try them
- ◆ Ensure that allergy-causing foods are not in contact with foods served to allergic children
- ◆ Help personnel serve food to children

Purchasing and stock management

- ◆ Identify food requirements and make necessary purchases according to budget; keep an up-to-date inventory
- ◆ Ensure high quality, proper storage and turnover of food-stuffs
- ◆ Use food in inventory and minimize waste and loss
- ◆ Make regular contacts with suppliers in order to ensure that quality product purchases are made at the lowest prices
- ◆ Check all orders received and bring packing slips to the director

Equipment and facilities

- ◆ Keep the kitchen and dining room clean
- ◆ Apply all relevant hygiene and sterilization standards
- ◆ Make sure that appliances are used correctly and see to any necessary maintenance

- ◆ Apply recommendations from inspectors and training resource persons with regard to hygiene

Teamwork

- ◆ In cooperation with the work team, strive to create a happy and harmonious atmosphere of caring, growth, learning, stimulation, creativity and respect
- ◆ Take part in training sessions and staff meetings

Other tasks

- ◆ Take part in nutritional activities for children, as needed
- ◆ Manage the work of kitchen staff as necessary

Perform other tasks and responsibilities inherent in the function as requested

Qualifications and requirements

- ◆ Formal training in cooking techniques or nutrition (secondary or college-level)
- ◆ Experience in the management of food services and in the preparation of meals for groups of people
- ◆ Knowledge of the cooking techniques and kitchen management (planning of meals, stocks, purchasing, etc.)
- ◆ Knowledge of educational aspects as they relate to nutrition and child development
- ◆ Skills: love of children openness, flexibility, resourcefulness, good communications with children and adults, friendly personality and good self-esteem.
- ◆ Provide a favourable background inquiry certificate as well as a health certificate and first Aid Card

Salary and Classification

- ◆ Commensurate with experience and training, according to the MFA scale.

Family Services Worker

Full-time job (35 hours per week)

Immediate Supervisor: Childcare Centre Director

Mandate

Under the authority of the director, the Family Services Worker is responsible for developing, organizing and delivering various activities for children 0 to 5 years old and their families in all the community.

Tasks

In collaboration with the Director, request and obtain cooperation from the Band, the clinic and other community organizations with regard to services for children and families.

- ◆ Conduct surveys of services and activities that parents and children may want, such as:

Parents and Community Programs

- ☐ Teenage Moms support group and parents support groups
- ☐ Parenting workshops
- ☐ Parent Counselling
- ☐ Literacy Programs
- ☐ Children First Aid for Parents
- ☐ Cooking and nutrition workshops
- ☐ Toy and Book-lending library
- ☐ Others

Parent/Children Activities

- ☐ Mom/Dad and Infant stimulation program
- ☐ Dads/Children program
- ☐ Teenage/Children Group
- ☐ Parent/Children Group Socialization Activities
- ☐ Others

- ◆ Develop a monthly plan for the implementation of activities requested by the parents for the approval of the Director.
- ◆ Realize the activities in the monthly plan in collaboration with the local partners, etc.
- ◆ Organise children group socialisation activities.
- ◆ Publicize events and activities through various means: pamphlets, posters, telephone, radio, handouts, etc.
- ◆ Encourage open communications and participation of parents in various activities.
- ◆ Prepare regular reports on activities and present them to the Director.
- ◆ Assist in motivating and encouraging parents to attend the centre as active participants in their children's educational experiences.
- ◆ Assist in community prevention/promotion programs and campaigns on issues such as FAS, drugs, smoking.
- ◆ Maintain confidentiality of child and family records and information.
- ◆ Participate in all appropriate training sessions and meetings as budgets permit.

Perform other tasks and responsibilities inherent in the function as requested

Qualifications and requirements

- ◆ Education: diploma or certificate in social services, early childhood education, health or education, or be registered and attending courses in one of those fields.
- ◆ Previous experience in organizing activities with children and families.
- ◆ Organizational skills, non judgmental, adaptable/flexible, resourceful, good communication with children and adults, friendly and self-confident, availability in the evenings
- ◆ Provide a favourable background inquiry certificate as well as a health certificate and first Aid Card

Salary and Classification

- ◆ Commensurate with experience and training, according to the MFA and childcare salary scale.

Educator

Full-time job (35 hours per week)

Immediate Supervisor: Childcare Centre Director

Duties

Under the authority of the Director of the Childcare Centre, the educator is responsible for children in all aspects of their overall development, their hygiene, health, welfare and safety. The educator is also in charge of planning and applying the educational program for the age group assigned to her/him.

Tasks

Child Development and Educational Program

- ◆ Carry out frequent interactions with children based on affection and respect.
- ◆ Participate in children's play (indoors and outdoors), providing them with support and guidance, while encouraging cooperation and participation.
- ◆ Be available for children, be sensitive to their needs and use good listening skills.
- ◆ Use quality verbal communications to encourage children's speech.
- ◆ Treat all children equally, with respect and consideration.
- ◆ Provide children with situations that are adapted to their level of development, and in which they have the opportunity to make choices (development of independence).
- ◆ Apply positive intervention techniques to develop durable learning opportunities for children.
- ◆ Help children feel at ease, relaxed, happy and ready to be involved in play activities.
- ◆ Be aware of the Childcare Centre's Educational Program and provide children with daily activities that are in keeping with the Program.
- ◆ Cooperate in the yearly evaluation of the activity program (elements carried out, to be carried out, to be modified or deleted).
- ◆ Plan collective activities for the whole of the children.
- ◆ Observe children and plan individual interventions that are adapted to their specific needs.
- ◆ Apply the daily program in order to provide varied and balanced activities and games that are adapted to the circumstances:
 - ❖ Indoor and outdoor activities
 - ❖ Active and quiet activities
 - ❖ Individual and collective activities
 - ❖ Manipulation activities and gross motor development activities
 - ❖ Activities designed by children and activities designed by the educator
- ◆ Choose and organize games and activities that will foster learning and development:
 - ❖ Physical development: encourage children's physical abilities, provide health care, guarantee safety and ensure healthy nutrition;
 - ❖ Cognitive development: encourage children to think, to reason, to question, to experiment and to develop their language skills;

- ❖ Emotional development: foster positive self-image, encourage artistic expression by stressing exploration rather than results;
- ❖ Social development: foster the development of social skills and the respect of diversity.
- ◆ Choose and use diverse play materials and equipment (variety, complexity, accessibility) according to the activity program; materials must also be adapted to the children's level of development.

Health and Safety

- ◆ Ensure the constant supervision of all children under her/his responsibility, by looking at them and listening to them.
- ◆ Enquire about the health of children within her/his group.
- ◆ Wash her/his hands and get children to do so regularly also, to diminish the risk of transmission of infectious diseases.
- ◆ Disinfect the toys as per the schedule to prevent illness.
- ◆ Carry out screening for physical or developmental problems and provide care and medication, according to the Centre's regulations.
- ◆ Write down in children's files any information related to perceived negligence or abuse, and be aware of her/his legal and professional responsibilities in these cases.
- ◆ Follow prevention and first aid training sessions and follow-up training sessions.

Children with special needs

- ◆ Take part in discussion, planning and implementation of intervention plans to meet the needs of children with special needs.

Transitions and routines

- ◆ Carry out routine activities (arrival, snacks, meals, naps, hygiene, getting dressed, departure) in a relaxed and reassuring way, ensuring that activities are suitable to the needs of each child.
- ◆ Encourage children to plan transition periods between activities and to take part in transition activities.

Communications with parents

- ◆ Use various methods to communicate with parents on a daily basis (notes in children's cubbies, bulletin board, discussions, telephone discussions, etc.)
- ◆ Prepare regular individual meetings with parents to discuss their child's progress, successes and difficulties, at home and at the Centre, and to discuss educational and intervention methods (discipline, nutrition, difficult behaviours, etc.)
- ◆ Periodically provide parents with written information regarding their child.
- ◆ Respect the confidentiality of information received.

Teamwork

- ◆ In cooperation with the work team, strive to create a happy and harmonious atmosphere of caring, growth, learning, stimulation, creativity and respect.

- ♦ Help the cook to serve lunches and snacks.
- ♦ Take part in training sessions and staff meetings.

Perform other tasks and responsibilities inherent in the function as requested

Qualifications and requirements

- ♦ Cegep diploma in early childhood education.
- ♦ Relevant work experience with children.
- ♦ Skills: love of children, patience, open mind, flexibility, resourcefulness, good communications with children and adults, friendly attitude and self-confidence.
- ♦ Provide a favourable background inquiry certificate as well as a health certificate and first Aid Card

Salary and classification

- ♦ Commensurate with experience and training, according to the MFA scale.

Janitor

Full-time job (35 hours per week)

Immediate Supervisor: Childcare Centre Director

Duties

Under the authority of the Director, the janitor performs a variety of domestic and general maintenance work in the childcare centre mostly outside the opening hours of the centre.

Tasks

- ◆ Does inside and outside cleaning and maintenance of the centre as specified in the enclosed schedule.
- ◆ Cleans and disinfects walls, floors and furniture.
- ◆ Makes list of required cleaning products.
- ◆ Keeps an inventory of materials, tools and equipment.
- ◆ Performs major seasonal domestic maintenance jobs such as washing of walls, stripping and waxing of floors, washing of windows, snow removal and maintenance of grass.
- ◆ Maintains and repairs the centre's furniture and equipment.
- ◆ Ensures the proper operation of heating, air conditioning and ventilation systems.
- ◆ Ensures the safety of the facilities and premises by carrying out regular inspections of rooms and outdoor equipment and facilities.
- ◆ Upon the director's request, disinfects equipment and material

Perform other tasks and responsibilities inherent in the function as requested

Qualifications and requirements

- ◆ Secondary V or equivalent or
- ◆ Relevant experience in a similar position
- ◆ Knowledge of maintenance and janitorial techniques, and experience in inventory management and purchasing
- ◆ Knowledge of standards for the use of commercial cleaning products
- ◆ Provide a favourable background inquiry certificate as well as a health certificate

Salary and Classification

- ◆ Commensurate with experience and training, according to the MFA scale.

APPENDIX J HOURLY RATES AND SALARY SCALES²

² Pour la période du 1^{er} avril 2012 au 31 mars 2013, la majoration de 0,5 % relative à la croissance du PIB nominal prévue à l'article 9-5.00 de la convention collective est incluse aux taux horaires et échelles de salaire présentés dans cette annexe. Pour les années suivantes, les majorations relatives à la croissance du PIB nominal prévues à l'article 9-5.00 de la convention collective ne sont pas incluses aux taux horaires et échelles de salaire présentés dans cette annexe.

Personnel de garde éducative

ÉDUCATRICE QUALIFIÉE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
10	21,39	21,92	22,25	22,64	23,09
9	20,72	21,24	21,56	21,94	22,38
8	20,07	20,57	20,88	21,25	21,68
7	19,46	19,96	20,26	20,61	21,02
6	18,86	19,34	19,63	19,97	20,37
5	18,27	18,74	19,02	19,35	19,74
4	17,71	18,18	18,45	18,77	19,15
3	17,20	17,61	17,88	18,19	18,55
2	16,66	17,07	17,33	17,63	17,98
1	16,14	16,54	16,79	17,08	17,42

ÉDUCATRICE NON QUALIFIÉE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
14	21,39	21,92	22,25	22,64	23,09
13	20,72	21,24	21,56	21,94	22,38
12	20,07	20,57	20,88	21,25	21,68
11	19,46	19,96	20,26	20,61	21,02
10	18,86	19,34	19,63	19,97	20,37
9	18,27	18,74	19,02	19,35	19,74
8	17,71	18,18	18,45	18,77	19,15
7	17,20	17,61	17,88	18,19	18,55
6	16,66	17,07	17,33	17,63	17,98
5	16,14	16,54	16,79	17,08	17,42
4	15,63	16,03	16,27	16,55	16,88
3	15,19	15,57	15,81	16,09	16,41
2	14,72	15,08	15,31	15,58	15,89
1	14,26	14,61	14,83	15,09	15,39

Personnel de services

RESPONSABLE DE L'ALIMENTATION OU CUISINIÈRE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
6	17,62	18,00	18,27	18,59	18,96
5	16,93	17,32	17,58	17,89	18,25
4	16,27	16,62	16,87	17,17	17,51
3	15,64	15,97	16,21	16,49	16,82
2	15,03E	15,34	15,57	15,84	16,16
1	14,41	14,73	14,95	15,21	15,51

PRÉPOSÉE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
1	13,30	13,42	13,62	13,86	14,14

AIDE-ÉDUCATRICE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
5	15,15	15,38	15,61	15,88	16,20
4	14,53	14,75	14,97	15,23	15,53
3	13,93	14,13	14,34	14,59	14,88
2	13,36	13,55	13,76	14,00	14,28
1	12,81	12,99	13,19	13,42	13,69

Personnel de soutien pédagogique et technique

AGENTE-CONSEIL EN SOUTIEN PÉDAGOGIQUE ET TECHNIQUE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
10	22,63	23,23	23,58	23,99	24,47
9	22,32	22,92	23,27	23,68	24,15
8	22,01	22,62	22,96	23,36	23,83
7	21,40	21,98	22,31	22,70	23,15
6	20,80	21,37	21,69	22,07	22,51
5	20,23	20,76	21,07	21,44	21,87
4	19,68	20,20	20,50	20,86	21,28
3	19,14	19,64	19,94	20,29	20,70
2	18,60	19,08	19,37	19,71	20,10
1	18,08	18,56	18,84	19,17	19,55

AGENTE DE CONFORMITÉ

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
10	20,14	20,61	20,92	21,29	21,72
9	19,66	20,13	20,43	20,79	21,21
8	19,18	19,65	19,95	20,30	20,71
7	18,72	19,16	19,45	19,79	20,19
6	18,28	18,72	19,00	19,33	19,72
5	17,82	18,26	18,53	18,85	19,23
4	17,43	17,84	18,11	18,43	18,80
3	16,98	17,41	17,67	17,98	18,34
2	16,58	16,99	17,25	17,55	17,90
1	16,19	16,57	16,82	17,11	17,45

Personnel de soutien administratif

ADJOINTE ADMINISTRATIVE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
10	21,66	21,92	22,25	22,64	23,09
9	20,98	21,23	21,55	21,93	22,37
8	20,32	20,58	20,89	21,26	21,69
7	19,70	19,95	20,25	20,60	21,01
6	19,10	19,33	19,62	19,96	20,36
5	18,49	18,72	19,00	19,33	19,72
4	17,93	18,14	18,41	18,73	19,10
3	17,37	17,58	17,85	18,16	18,52
2	16,82	17,03	17,29	17,59	17,94
1	16,31	16,50	16,75	17,04	17,38

COMMIS-COMPTABLE OU SECRÉTAIRE-COMPTABLE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
6	17,12	17,36	17,62	17,93	18,29
5	16,60	16,84	17,10	17,40	17,75
4	16,11	16,34	16,58	16,87	17,21
3	15,66	15,89	16,13	16,41	16,74
2	15,21	15,41	15,64	15,91	16,23
1	14,74	14,95	15,18	15,45	15,76

SECRÉTAIRE-RÉCEPTIONNISE

Échelon	1 ^{er} avril 2010 au 31 mars 2011 (\$)	1 ^{er} avril 2011 au 31 mars 2012 (\$)	1 ^{er} avril 2012 au 31 mars 2013 (\$)	1 ^{er} avril 2013 au 31 mars 2014 (\$)	1 ^{er} avril 2014 au 31 mars 2015 (\$)
5	15,75	16,03	16,27	16,55	16,88
4	15,09	15,36	15,59	15,86	16,18
3	14,47	14,72	14,94	15,20	15,50
2	13,83	14,08	14,29	14,54	14,83
1	13,26	13,50	13,71	13,95	14,23

APPENDIX K

DISCIPLINARY NOTICE FORM

DISCIPLINARY NOTICE

Refer to Collective Agreement or Policy

NOTE:

- A copy of this Form is to be given in person by the Director to the Employee; the Employee may, at her/his request, be accompanied by a witness or Union representative (if applicable).
- A copy of this form is always filed in the employee's file.
- This disciplinary form must be used with judgment and fairness.

EMPLOYEE'S INFORMATION

Childcare Centre and Facility:	
Employee:	Function:
Immediate Supervisor:	

INFORMATION ON THE GROUNDS AND FACTS MOTIVATING A DISCIPLINARY MEASURE

Possible Types of Infractions:	☐ Unjustified Absence ☐ Lateness ☐ Safety Infraction, security of children ☐ Infraction to Centre Regulations ☐ Lack of performance of job description ☐ Other (specify): _____
Grounds and Facts motivating the Employer's recourse to the disciplinary measure (include dates): _____ _____	
Corrective measures required: _____ _____	

DISCIPLINARY MEASURES

☐ First verbal warning	☐ Second verbal warning
☐ First written reprimand	☐ Second written reprimand
☐ Suspension with pay (only when an inquiry is needed on a severe allegation). The length of suspension depends on the length to do the enquiry, ex: 3days, 10 days, 1month, etc.	

- **First** suspension without pay (length of suspension is in progression and keeping with the gravity of the act committed; ex: 1 day, 3 days, 10 days, 1 month, 3 months, when the results of the enquiry indicate that there was wrongdoing on the part of the employee, or when no enquiry is necessary because it is the consequence of a repeated wrongdoing that was already sanctioned through verbal warnings and written reprimands)
- **Second** suspension without pay □ **Third** suspension without pay

DATES OF SUSPENSION:

FROM: _____ To: _____

- Dismissal (to be used only when justified by gravity of the act, or by the frequency of the acts and after unsuccessful repeated suspensions; this step has to be agreed upon by the Board of Directors.)

NOTES:

Notice of disciplinary measure must be communicated to the Employee within fifteen (15) days from the moment that the Employer becomes aware of the events motivating the disciplinary measure. The disciplinary notice must be signed by the employee and the Director.

Immediate suspension or dismissal may be used when the gravity of the act committed by the Employee seriously compromises the functioning of the Employee or the Centre. The dismissal step is exclusively decided by the Director and the Board of Directors.

After one unsuccessful attempt to meet the Employee, should the Employee not make herself/himself available for a second meeting with the Employer, the written documentation will be mailed to the Employee's address by the Employer. It will then be deemed to have been received by the Employee.

SIGNATURES:

Director _____ Date: _____

ACKNOWLEDGE RECEIPT OF THIS NOTICE:

<i>Employee's Signature</i>	<i>Date</i>
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Signature of the Union representative if attending the meeting at the request of the employee.

Signature of Union representative

Date:

**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: ☐
Staff room: ☐
Other location in Center: ☐ (specify)

Outside the Center : ☐ (specify)

Description of incident:

Date of incident: _____ Time: _____

Witness: _____

Other information:

CSST work accident report form completed:	Yes	☐	No	☐
Medical care provided at Center:	Yes	☐	No	☐
Medical care provided by treating physician:	Yes	☐	No	☐

Copy to: Employer: ☒
Section Union delegate: ☒
Union: ☒
Employee: ☒

Signature of employee

Date

APPENDIX N ROLE AND OBLIGATIONS OF THE EMPLOYEE DIRECTORS

Whereas the general rules and/or statutes of the Centre must provide for the presence of Employees on the board of directors;

Whereas the parties wish to specify the conditions under which the functions of director shall be exercised;

The parties agree to the following:

Employees who act as directors must, like all the members of the board of directors:

- Act with prudence and diligence and in accordance with the same ethics as the other members;
- Conduct themselves with honesty and loyalty in the sole interest of the Centre, and this without giving preference to the diverging interests of any other person, group or entity over those of the Centre, as provided for in the Civil Code of Québec;
- Establish and respect a limit regarding the information they can disclose to third parties as well as regarding the internal documents that are delivered to them;
- Avoid putting themselves in a situation of real or apparent conflict of interest between their personal interests and their obligations as directors.

Furthermore, such employees must withdraw from the deliberations during discussions and/or decisions regarding labour relations or hiring, evaluation and working conditions of management personnel.

Before withdrawing, such employees may, at the request of the president, provide any observation that is significant to the work of the board of directors.

APPENDIX O DEFERRED SALARY LEAVE PROGRAM

Contract entered into

Between

The Waspshooyan Childcare Centre (herein after referred to as the Employer)

and

Name: _____ **First name:** _____

Address: _____

(hereinafter referred to as the Employee)

Object: Deferred Salary Sabbatical Leave

I. Duration of the contract

The present contract enters into effect on _____ and ends on _____.

It may end at a different date under the circumstances and according to the terms set forth in Article V to X herein.

II. The leave and certain terms relative to it

a) The sabbatical leave is for a duration of _____, that is, from _____ to _____.

b) Upon return from leave, the Employee shall resume her position. If her position is abolished or if she has been supplanted in conformity with the agreement, the employee is entitled to the benefits which she would have enjoyed if she had then been at work.

c) The duration of the leave must be at least six (6) months. This leave is taken over consecutive months and cannot be interrupted for any reason whatsoever, and this regardless of its duration as set forth in Clause 6-9.05.

d) During the sabbatical leave, the employee cannot receive compensation from the Employer or from another person or company who is not at arm's length, other than the amount corresponding to the percentage of her salary determined in article III for the duration of the contract.

e) Despite any other provision resulting from the benefits and conditions that the Employees may enjoy during the contract, the sabbatical leave must start at the latest at the end of a maximum period of six (6) years after the date from which amounts begin to be deferred.

III. Salary

During each of the years concerned by the present contract, the Employee receives ___% of the salary to which she would be entitled under the agreement (the percentage applicable is indicated in Clause 6-9.05 of the agreement).

IV. Benefits

- a) During each of the years of the present contract, the Employee enjoys the following benefits, provided she would normally be entitled to them:
- Insurance plan
 - Accumulation of experience
- b) During the sabbatical leave, the Employee is not entitled to any of the premiums provided for in the agreement. During each of the other months of the present contract, she is entitled to the total amount of these premiums, if applicable, without taking into account the reduction of her salary applicable under article III.
- c) For the purposes of vacation leave, the sabbatical leave constitutes active service. It is understood that during the contract period, including during the sabbatical leave, vacation leave is compensated at the percentage of the salary provided for in article III of the present contract. Vacation leave deemed used during the sabbatical leave is proportional to the duration of the leave.
- d) During each of the years concerned by the present contract, the Employee is entitled to all the other benefits of the agreement that are not incompatible with the provisions of the present contract.
- e) The Employer maintains its contribution to the Régime des rentes du Québec, employment insurance, Régime d'assurance-maladie du Québec and Régime de santé et sécurité au travail during the leave period.

V. Retirement, withdrawal or resignation of the Employee

In the event of the retirement, withdrawal or resignation of the Employee, the present contract ends on the date of the event, under the conditions described hereinafter:

- a) The Employee has already used the sabbatical leave (excess salary paid)

The Employee reimburses³ the Employer an amount equal to the difference between the salary received during the contract period and the salary to which she would have been entitled for the same period if her leave had been unpaid.

No interest is applied to the reimbursement.

³ The Employer and the Employee may come to an agreement regarding terms for reimbursement.

b) The Employee has not used sabbatical leave (no salary paid)

The Employer reimburses the Employee, for the contract period, an amount equal to the difference between the salary to which she would have been entitled under the agreement if she had not signed the contract and the salary received under the present document, and this without interest.

c) The sabbatical leave is in progress

The calculation of the amount owed by one party to the other is carried out as follows:

The salary received by the Employee during the contract period minus the salary to which she would have been entitled for the same period if her leave (period used) had been unpaid. If the balance obtained is positive, the Employee reimburses this balance to the Employer; if the balance obtained is negative, the Employer reimburses this balance to the Employee.

No interest is applied to the reimbursement.

VI. Layoff or dismissal of the Employee

In the event of the layoff or dismissal of the Employee, the present contract ends on the effective date of the event. The conditions set forth in a), b) or c) of article V then apply.

VII. Unpaid leave

During the contract period, the total of one or more unpaid leaves authorized in accordance with the agreement cannot exceed twelve (12) months. In this case, the duration of the present contract is extended accordingly.

However, if the total of these unpaid leaves is greater than twelve (12) months, the agreement ends on the date on which this duration reaches twelve (12) months and article V of the present contract applies.

VIII. Death of the Employee

In the occurrence of the death of the Employee during the period of the present contract, the contract ends on the date of the event and the conditions set forth in article V apply with the necessary adjustments. However, in application of this article, if the Employee owed money, no request for reimbursement will be made by the Employer.

IX. Disability

a) Disability occurs during the sabbatical leave

The disability is presumed to be non-existent during the sabbatical leave and it shall be deemed as starting on the day that the Employee returns to work, for the purposes of the application of Clause 6-4.04.

Furthermore, she is entitled, during her sabbatical leave, to the salary according to the percentage determined in the present contract.

At the end of the leave, if she is still disabled, she shall be entitled to the salary insurance benefit, and said benefit, in application of Clause 6-4.04, is based on the salary determined in the present contract. At the end of the present contract, if she is still disabled, she shall then receive the salary insurance benefit based on her regular salary.

b) The disability occurs after a sabbatical leave

The participation of the Employee in the present contract continues and the salary insurance benefit, in application of Clause 6-4.04, is based on the salary determined in the present contract. At the end of the present contract, if she is still disabled, she shall then receive the salary insurance benefit based on her regular salary.

c) Disability occurs before the leave is taken and still exists at the time that the leave was scheduled

In this case, the Employee concerned may take advantage of one of the following options:

1^e She may continue to participate in the present contract and postpone the leave until such time as she is no longer disabled. The Employee then receives her salary insurance benefit, in application of Clause 6-4.04, on the basis of the salary determined in the present contract.

In the event that the disability continues during the last year of the contract, the contract may then be interrupted as from the beginning of the last year, until the end of the disability. During the interruption period, the Employee is entitled to the salary insurance benefit, in application of Clause 6-4.04, based her regular salary.

2^e She may terminate the contract and thus receive the salary that has not been paid (paragraph b) of article V). The salary insurance benefit, in application of Clause 6-4.04, is based on her regular salary.

d) Disability lasts more than two (2) years

At the end of these two (2) years, the present contract ends and the conditions set forth in article V apply with the necessary adjustments. However, no reimbursement shall be claimed from the Employee by the Employer.

X. Work accident of occupational disease

In the event of a work accident or occupational disease, the Employee may take advantage of one of the following options:

1^e Suspend the contract until which time as she returns to work, it being understood that the contract ends after two (2) years of suspension;

2^e End the contract on the date of the event.

Article 6-5.00 applies on the date of the event.

Article V of the present contract applies when the Employee has taken advantage of her option.

XI. Maternity leave (twenty [20] weeks) and adoption leave (ten [10] weeks)

- 1^e If the maternity leave or adoption leave occurs before or after the leave is taken, participation in the present contract is interrupted for a maximum period of twenty (20) weeks or ten (10) weeks, depending on the case. The contract is then extended accordingly, article 6-7.00 applies, and the compensation provided for in this article is established on the basis of the regular salary.
- 2^e However, if the maternity leave or adoption leave occurs before the leave is taken, the Employee may terminate the present contract and thus receive the salary that has not been paid (paragraph b) of article V). The compensation provided for in article 6-7.00 is based on her regular salary.

In witness whereof, the parties have signed at _____, on this the ____ day of the month of _____, 20 ____.

For the Employer

Signature of the Employee

c.c. Union

APPENDIX P AGREEMENT REGARDING PROGRESSIVE RETIREMENT

ENTERED INTO BETWEEN

(name of the Childcare Centre)

AND

(name of the Employee)

The above-mentioned parties agree to the following terms and conditions:

- 1- The duration of the progressive retirement shall be of ____ months or ____ years;

It shall start on (day, month, year) and shall end on (day, month, year).

- 2- The workload, on an annual basis, shall be ____% of full-time employment for the duration of the agreement.

(Note: If an agreement is for a period greater than one [1] year and it provides for a variable % of the workload according to the years, the following text would be more appropriate.

The workload, on an annual basis, shall be ____% of full-time employment for the period from (day, month, year) to (day, month, year), and ____% of full-time for the period of (day, month, year) and (day, month, year).

- 3- Distribution of the workload

During the period of the agreement, the workload shall be accomplished regularly on the basis of ____ days worked per ____ week(s).

(Note: The agreement may provide for a variable distribution over one [1], two [2] or maybe four [4] weeks depending on what the parties choose.)

- 4- Effective date of the retirement

The effective date of the retirement is (day, month, year).

- 5- Other applicable conditions

It is understood that the provisions regarding the progressive retirement plan in the collective agreement applicable to the Employee at the time of the signing of the present agreement form an integral part of said agreement.

In the event that the national parties agree to improve the progressive retirement plan, the parties shall meet to assess the possibility of reopening the present agreement.

In witness whereof, the parties have signed on (day, month, year).

Representative of the Employer

Signature of the Employee

c. c. Union Representative