

COLLECTIVE AGREEMENT

between

**BETTER CHILD CARE, ONTARIO INC.
ONTARIO COALITION FOR BETTER CHILD CARE**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2484.25**
(hereinafter referred to as "The Union")

APRIL 1, 2022 – TO – MARCH 31, 2024

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DEFINITIONS

Gender use: Whenever the singular is used in this agreement it shall be considered to include the plural where the context of the party or parties hereto so require.

The references to gender in the agreement will be gender neutral and include all genders.

Unless otherwise stated "Employer" means the Board of Directors of the Ontario Coalition for Better Child Care. The "Union" means the OCBCC Bargaining Unit of Local 2484.

ARTICLE 1: PURPOSE OF AGREEMENT

1.01 Purpose:

It is the purpose of both parties to this agreement:

- 1) To maintain and improve harmonious relations between the Employer and the Union and provide settled and just conditions of employment;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, and other matters mutually agreed to;
- 3) To encourage efficiency in operations;
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 5) To encourage and promote co-operation and mutual support between staff of the OCBCC, the board of directors, OCBCC members and affiliates, parents and child care workers, recognizing that all these groups have an essential interest in obtaining the best conditions for child care generally, and are adversely affected by attempts to restrain or cutback government expenditures for child care;
- 6) To encourage and promote the development of an accessible, affordable, quality child care as a universal right for all parents and children.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3: RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2484 as the sole and exclusive collective bargaining agent for all OCBCC employees, save and except the supervisory employees, and temporary employees working no more than three (3) months.

3.02 Work of the Bargaining Unit

The work of the bargaining unit shall remain within the bargaining unit except for purposes of instruction or in emergencies where regular employees are not available and, provided that the act of performing the aforementioned operation, in itself, does not reduce the number of hours of work or pay of any employee.

Unless otherwise stated, the provisions of this agreement apply to all employees except for temporary employees who work three (3) months or less.

3.03 The parties recognise that the OCBCC is a voluntary organization and that on-going work of the organization will require the input and resources of volunteers. The parties recognise that given the nature of the organization jobs are defined by outside funding requirements.

3.04 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or her representative, which may conflict with the terms of this collective agreement.

ARTICLE 4: HUMAN RIGHTS

4.01 No Discrimination - Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, sexual orientation, gender, gender identity/gender expression or marital status, physical disability, place or residence, nor by reason of her membership or non-membership in the Union.

4.02 Employment Equity

The Employer and the Union agree to co-operate in formulating and implementing a program designed to ensure equal employment opportunity for all employees. A joint Labour Management Committee is responsible for reviewing all aspects of employment with the object of correcting any disadvantage of employment or access to employment experienced by members of the following designated groups: persons of colour, gay men and lesbians, bi-sexual, transgender people, aboriginal peoples or persons with disabilities.

4.03 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee.

ARTICLE 5: UNION MEMBERSHIP REQUIREMENT**5.01 All Employees to be Members**

Employees as specified in Article 3.01, as a condition of employment, must become members in good standing of the Canadian Union of Pubic Employees Local 2484.

ARTICLE 6: DUES CHECK-OFF**6.01 Check-off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions

Deductions shall be forwarded in one cheque to the Secretary Treasurer of the Union not later than the fifteenth (15th) day of the following month for which dues were levied.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of union dues paid by each Union member in the previous year.

ARTICLE 7: EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES**7.01 Potential Employees**

The Employer agrees to acquaint potential employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union membership and Dues Check-off.

7.02 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of one (1) hour during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and her responsibilities and obligations to the Employer and the Union.

ARTICLE 8: CORRESPONDENCE

8.01 All correspondence between the Parties, arising out of this agreement or incidental thereto, shall pass to and from the employer and the Shop Steward of the OCBCC Bargaining unit with a copy to the 2484 Local President.

8.02 The union shall be given two (2) weeks notices of any hiring and/or staffing changes due to organizational change, layoffs, recalls, and terminations of employment.

ARTICLE 9: LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved labour-management relations.

9.02 Function of the Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive feedback of all activities so that better relations shall exist between the Employer and the employees;
- 2) Improving and extending services to the public;
- 3) Promoting safety and sanitary practices;
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) To develop a policy that ensures employment equity
- 7) This committee will also function as the Employment Equity and the Health and Safety Committee

9.03 Meetings of the Committee

The committee shall meet at least four times a year at a mutually agreeable time with five (5) working days' notice. The positions of chairperson and secretary shall rotate every meeting. The committee shall jointly draw up an agenda. Employees shall not suffer any loss of pay for time spent with the Committee. Either party may call a Committee meeting with five (5) working days' notice.

9.04 Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

ARTICLE 10: LABOUR-MANAGEMENT BARGAINING RELATIONS

10.01 Right of Representation

The Union shall have the right to the assistance of representatives of the Canadian Union of Public Employees or any other advisers when dealing or negotiating with the Employer. Such representative(s)/adviser(s) shall, have access to the Employer's premises to meet with the employer, at a convenient time.

Access to the Employer's premises for the purpose of meeting with employees for bargaining, grievances and president visits must be requested by the Union with one (1) days' notice to the Employer. Requests will not be unreasonably denied.

This clause is not intended to override the process set out in the grievance procedure.

10.02 Representatives

In order to carry out the terms of this agreement the parties agree to provide each other with the names of the representatives.

10.03 Union Bargaining Committee

A Union Bargaining Committee shall consist of not more than two (2) members of the Unit. The Union will advise the Employer of the Union members of the Committee.

10.04 Function of Union Bargaining Committee

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

10.05 Meeting of Collective Bargaining Committee

Where notice to bargain has been given pursuant to Article 33.01 the meeting shall be held at a time and place fixed by mutual agreement. Such meeting will be held not later than fifteen (15) working days after the request has been given.

10.06 Time off for Meeting

Any member of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend bargaining sessions with the employer held within working hours without loss of remuneration.

10.07 Technical Information

Within fifteen (15) working days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the Bargaining Unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and all other technical information which the Union considers pertinent for collective bargaining purposes. The Employer will provide this information once unless there is a change to the information.

ARTICLE 11: LABOUR/BOARD RELATIONS

- 11.01 Reports or recommendations about to be made to the Council/Executive of the OCBCC dealing with matters of policy and/or conditions of employment, and which affect employees within the bargaining unit, shall be made available to the Union one (1) week prior to presentation at the Council/Executive meeting.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance is any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement and for the purposes of matters pertaining to Human Rights Legislation.

12.02 Right to Union Steward

The Steward, a CUPE Staff Representative or a member of the CUPE Local 2484 Executive Board may assist an employee(s) in preparing and presenting her grievance in accordance with the grievance procedure.

12.03 Name of Steward

The Union Steward shall be a member of the OCBCC sub-local CUPE 2484.25. The Union shall notify the Employer in writing of the name of the Steward and her alternate before the Employer shall be required to recognize her.

12.04 Permission to Leave Work

Any investigation of a grievance, during working hours, must be authorized by the employer. Permission to leave work shall not be unreasonably withheld and shall be granted within five (5) working days of request by Union.

12.05 Settling of Grievances

Step 1

Within ten (10) working days of an incident giving rise to a potential grievance, but prior to instituting a formal grievance procedure, the aggrieved employee and/or her steward shall first notify the person they normally report to and/or the Board of Directors that a concern exists. The parties will then meet within five (5) working days to discuss possible solutions.

Step 2

Failing satisfactory settlement in Step 1, the Steward will within five (5) working days of such meeting, submit a written statement of the particulars of the grievance and the redress sought to the Personnel Committee with a copy to the Board of Directors.

Step 3

A meeting shall be arranged between the Union and the Personnel Committee within fifteen (15) days of receipt of grievance to discuss possible solutions. The Union shall be notified in writing of the Personnel Committee's decision with explanation (summary), within ten (10) days after such meeting.

Failing a satisfactory settlement being reached in Step 3, either party may within ten (10) working days refer the dispute to arbitration.

12.06 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

12.07 Union May institute Grievances

The Union and its Representatives shall have the right to originate a policy grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

12.08 Mutually Agreed Changes

Time lines for the grievance procedure and arbitration may be modified by mutual agreement of the parties.

ARTICLE 13: ARBITRATION

13.01 Composition of the Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party. The parties agree to fast arbitration as outlined in Section 46 of Bill 40.

13.02 Failure to Appoint

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

13.03 Board Procedure

The Board shall determine its own procedure but, shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the Board shall as much as possible, follow a layperson's procedure and avoid legalistic and formal procedures. It shall hear and determine the difference or allegation and render a decision.

13.04 Decision of the Board

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

13.05 Disagreement on Decision

Should the parties disagree as to the meaning of the board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the board to clarify the decision.

13.06 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the nominee it appoints;
- 2) One-half (1/2) of the fees and expenses of the Chairperson

13.07 Expedited Arbitration Procedure

In place of the arbitration procedure outlined above, the parties may by agreement use a Grievance Commissioner, as follows:

- a) The Employer and the Union may agree in writing to the appointment of a person as a single arbitrator to be known as Grievance Commissioner. The Grievance Commissioner shall consider and make a judgement on grievances referred to her. The decision shall be final and binding on both parties. The Grievance Commissioner shall have the same powers and be subject to the same limitations as a board of arbitration here under save and except as expressly provided herein;
- b) The decision of the Grievance Commissioner shall only be applicable to the case in question and shall not constitute a precedent nor be used by either party as precedent in further cases. Notwithstanding anything contained in the Agreement, the decisions of the Grievance Commissioner shall:
 - i) Be consistent with the provisions of this agreement;
 - ii) Be confined to the grievance referred to her
- c) The Union and the Employer shall each be responsible for one-half of the expensed and fees payable to the Grievance Commissioner.

The following rules shall govern the proceedings of the Grievance Commissioner:

- a) When referring a grievance to the Grievance Commissioner the parties shall provide her with the Step Three (3) summary (or as amended by agreement of the parties) and the decision of the Employer representative at Step Three (3);
- b) The parties shall supply the Grievance Commissioner and each other with additional concise and brief written representations on which they intend to reply provided that such are mailed no less than ten (10) days before the commencement of the hearing of the Grievance Commissioner;
- c) At the hearing the parties may make such further representations or adduce such evidence as the Grievance Commissioner may permit or require, but the Grievance Commissioner shall not be obligated to conform to the rules of evidence;
- d) The Grievance Commissioner shall render her decision in writing, with reasons, to both parties as soon as possible following the conclusion of the hearing(s).

13.08 Single Arbitrator

A single Arbitrator may be requested by either the Employer or the Union and will be subject to mutual agreement.

In this case the party electing arbitration shall submit the names of at least one (1) or more arbitrators to the other party in the letter proceeding to arbitration. If the parties are not able to agree on the choice of an Arbitrator after twenty (20) days, the appointment shall be made by the Minister of Labour, upon the request of either party.

The single Arbitrator shall have the same powers as the Board.

ARTICLE 14: DISCHARGE, SUSPENSION AND DISCIPLINE

14.01 Just Cause

An employee will not be demoted, discharged or disciplined except for just cause. The employer shall exercise its rights in a fair and reasonable manner. The Employers rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which will deprive any employee of her employment, except through just cause.

Where discipline is required, the principles of progressive discipline shall be followed. If this procedure is not followed the discipline shall not become part of the employees record and shall not be used against her.

14.02 Discipline Procedure

- a) The Employer shall notify the Employee in writing, with a copy to the Steward, of any disciplinary action, report, warning or reprimand. This notice shall include particulars of the work performance or incident, which led to the disciplinary action. The Employee's written reply to such a complaint, accusation, or expression of dissatisfaction shall become a part of her record.
- b) The record of any Employee shall not be used against her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- c) All originals and copies shall be removed from the personnel file and forwarded by registered mail or by hand to the Employee after twelve (12) months.
- d) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

14.03 Political Action

An employee may apply for unpaid leave to participate in general work stoppages called for by the Canadian Labour Congress or its affiliates. Permission for said leave will not be unreasonably withheld.

14.04 Right to Have Steward Present

An employee shall have the right to have her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for warning/disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present at the interview.

14.05 Personnel File

An employee shall have the right to review her personnel file and to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

14.06 Crossing a Picket Line

Failure to cross a legal picket line at the Employee's place of work shall; not be considered grounds for disciplinary action other than loss of pay for the period involved.

ARTICLE 15: SENIORITY

15.01 Seniority Defined

Seniority is defined as the length of continuous service with the employer from the date of hire, regardless of the number of hours worked per week. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit wide basis.

Temporary employees shall not accrue seniority. If a temporary employee is hired as a full time or part time employee, their date of seniority shall be the original date of temporary employment.

15.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced, and years of service. An up-to-date seniority list shall be sent to the Union and posted on a bulletin board in January of each year.

15.03 Probation for Newly Hired Employees

- a) A new employee shall be on probation for the first six (6) months of employment, during which time they shall receive the position specific training/orientation needed for the position, and at the end of which a performance evaluation shall take place.
- b) An employee shall have the right to have her Steward present at her performance evaluation.
- c) An employee may formally respond to her performance evaluation within five (5) days of the evaluation. This response shall become part of the employee's record.
- d) At any time during the probationary period, where any performance problems exist that may lead to termination, the Employer shall request an interim evaluation where problems will be discussed, and an action plan made to solve the problem. Unless otherwise specified or agreed, the employee will have the time remaining in her probationary period to improve her performance. Notwithstanding the above, the Employer may terminate the employment of the probationary employee, providing the Employer can cite adequate and reasonable cause to believe the Employee will not pass probation, regardless of training and the passage of time. Adequate and reasonable cause may include, but is not limited to, the discovery that the Employee's skills and qualifications, in contrast to how the Employee presented during the hiring process; do not actually meet those fundamentally necessary to the performance of the job.
- e) The employer shall notify the Union that an interim evaluation of the Employee is being conducted, and the employee may have her Steward present at the interim evaluation.
- f) The duration of the probationary period may, in special circumstances, be extended for up to an additional three (3) months with the written consent of the employer and the Parties. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement unless otherwise specified. After completion of the probationary period seniority shall be effective from the original date of hire.

- g) Where problems are deemed to be so serious as to be irreparable, the employer shall have the right to terminate the Employee immediately following either performance evaluation. This right shall be exercised in good faith and not indiscriminately.
- h) New temporary or contract employees shall be on probation for the first three (3) months of her employment during which time they shall receive the position specific training/orientation needed for the position. During the probationary period, the temporary employee shall be entitled to all the rights and benefits of this agreement unless otherwise specified save and except grievance/arbitrations of termination of employment.

15.04 Loss of Seniority

An employee shall not lose seniority, if he/she is absent from work because of sickness, disability, accident or lay-off. Seniority shall not accumulate during unpaid leaves with exception of maternity, pregnancy or parental leave or disability.

An employee shall only lose her seniority in the event:

- 1) He/She is discharged for just cause and is not reinstated;
- 2) He/She fails to return to work within ten (10) working days following a lay-off and after receiving a notice by registered mail to do so, unless through sickness or other just cause.
- 3) After twenty-four (24) months of continuous absence from the workplace for employees with twenty-four (24) months of employment. Employees with less than twenty-four (24) months of employment, loss of seniority will be commensurate with the length of employment.

15.05 Transfers and Seniority outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent.

ARTICLE 16: PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created, or when a vacancy of a temporary position of more than ninety (90) days, or a position within the bargaining unit occurs which the Employer intends to fill, the Employer shall immediately notify the Union. When the employer intends to fill the position, they will notify the Union and post notice of the position on the bulletin board for a minimum of five (5) working days, so that all members will know about the new position.

16.02 Information in Postings

Such notice shall contain the following:

Nature of position, classification, qualifications, required knowledge and education, skills, starting date, hours of work, wage or salary rate or range, closing date of the competition, and whether the position is in the bargaining unit.

Such qualifications and requirements shall not be established in an arbitrary or discriminatory manner.

16.03 Outside Advertising

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

16.04 Role of Seniority in Promotions, Transfers, and Staff Changes

Both parties recognise:

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

Therefore, in making staffing changes, transfers, or promotions, appointments shall be made based on ability, skills and qualifications of the applicants. Where these factors are relatively equal, seniority shall be the governing factor.

16.05 Trial Period

The successful internal applicant shall be notified within fifteen (15) days following the end of the posting period. They shall be given a trial period of sixty (60) days, during which time they will receive the position specific training/orientation needed for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

16.06 Notification to Employee and Union

Within five (5) working days of the appointment to a vacant position, the name of the successful applicant shall be posted on a bulletin board. The employer shall provide verbal explanation (and upon request, in writing) to internal applicants who have been denied appointment or transfer of all the reasons why they have not been selected.

16.07 Training

Upon approval of the Board of Directors, and within budgetary limits, employees will receive training necessary to fulfil the duties of their position. Such approval will not be unreasonably withheld.

ARTICLE 17: LAY-OFFS AND RECALLS

17.01 Definition of Lay-off

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

17.02 Role of Seniority in Lay-off

Both parties recognise that job security shall increase in proportion to length of service with the employer. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority provided that the remaining jobs are filled by employees who meet the requirements for the position. An employee about to be laid off may bump into a position where an employee has less seniority, providing the employee exercising the right is qualified to perform the work of the position. The right to bump shall include the right to bump up.

17.03 Recall Procedure

Employees shall be recalled in order of their seniority except where a senior employee opts not to accept a recall for which a junior employee, who is qualified is available.

It is the responsibility of the employee to keep the employer informed of their current mailing address. Notice will be sent by registered mail to the last known address. The employee has ten (10) working days to respond.

17.04 No New Employees

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

17.05 Advance Notice of Lay-off

Before proceeding with a lay-off, the Employer shall notify the Union as far in advance as possible and meet with the Union to discuss the reasons for the possible lay-off(s) and to examine any other alternative measures which might modify or prevent the lay-off of Employees. The employer agrees to provide the Union with relevant financial information. Unless legislation is more favourable, notice of lay-off shall be determined as follows:

- a) Up to five (5) years of employment, twenty (20) working days;
- b) Five (5) or more years of employment thirty (30) working days.

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

Temporary employees shall be provided two (2) weeks' notice or pay before any termination of contract. The employer retains the right to terminate the contract of temporary employees with twenty (20) working days' notice or pay in lieu of notice.

17.06 Grievance on Lay-off and Recalls

Grievances concerning lay-off and recalls shall be initiated at Step Three (3) of the Grievance Procedure.

17.07 Leave to Attend to Personal Matters

When an employee is to be laid off, they shall be allowed up to four (4) hours on their last day to attend to any personal or pay related matters not yet settled.

17.08 Employee Termination of employment

Unless otherwise stated, full time employees shall endeavour to provide twenty (20) working days notice of their intention to cease employment.

17.09 Severance Pay

Where the employer ceases operations entirely, an employee shall be given sixty (60) days' notice. Employees with one (1) year seniority shall receive severance pay on the basis of two (2) weeks for the first year plus one (1) week for each year thereafter to a maximum of sixteen (16) weeks at their current rate. An employee who has worked less than one year shall receive sixty (60) days' notice only.

ARTICLE 18: OTHER ALLOWANCES

18.01 Expenses

- a) The Employer (OCBCC) shall compensate employees for authorized expenses incurred during work related activities.
- b) Public transportation will be used whenever it is reasonable to do so, and such costs will be reimbursed. When it is not reasonable, an employee may use her own car or taxi and such cost will be reimbursed as per this article.
- c) There will be no reimbursement for payment of fines incurred for traffic offences while driving employee-owned cars.
- d) Reasonable parking fees will be reimbursed while on employer business.
- e) If an employee is required to use her automobile for work-related purposes, they will be reimbursed at a rate of forty-seven cents (.47¢) per kilometre.
- f) If an employee is required to travel for work, they shall be reimbursed for reasonable expenses up to forty (\$40), upon the presentation of receipts.
- g) If an employee is required to travel for work, they shall be reimbursed for the cost of a taxi to and from the train and/or bus station if they is required to carry more than a small briefcase (i.e. briefcase plus overnight bag, or overnight bag plus laptop, etc.).
- h) Upon an employee's request, they shall be entitled to receive funds to cover the anticipated expenses of a business trip prior to the trip in an amount agreed upon by the Employee and the Board of Directors. Receipts must be submitted to the employer within five (5) days of return.
- i) Employees will be reimbursed for all business-related expenses agreed upon by the employee and the Board of Directors.
- j) Except for mileage, employees will be required to produce valid receipts for all business-related expenses.
- k) Employees shall endeavour to use less expensive alternative modes of transportation where available and reasonable.
- l) Employees will be reimbursed for the cost of a phone data plan up to one hundred fifteen dollars (\$115) per month, upon presentation of receipts. While every effort shall be made to have a plan with reasonable long distance, occasional long-distance overages may also be reimbursed.

18.02 Hours of Work Weekly and Daily for Full Time Employees

The normal weekly hours of work for full-time employees shall be thirty-five (35) hours over a five (5) day period from Monday to Friday. Employees shall normally work during the core

period of 9:00 am and 5:00 pm. Flexible work hours may be introduced by mutual consent between the Employer and the Union. Employees may if scheduling permits and with approval of the Board of Directors, work between the hours of 8.00 am and 6.00 pm, but all employees shall normally work during the core period of 9:00 am and 5:00 pm.

Employees shall receive a one (1) hour unpaid lunch period.

A full-time employee is an employee whose regular hours of work are twenty (20) hours up to thirty-five (35) hours per week.

A part-time employee is an employee whose regular hours of work are less than twenty (20) hours per week.

A contract employee is an employee hired for a specific period of time and can be either full-time or part-time. Upon completion of the contract, the provisions of Article 17 shall not apply.

A Temporary employee is an employee who is hired to replace a bargaining unit member who is off on approved Leave of Absence (e.g. who is off sick or on a family leave). Upon completion of the set term, the provision of Article 17 shall not apply.

18.03 Days in Lieu

Overtime shall be kept to a minimum.

Where employees notify the Employer that overtime has become a concern, the Employer will give serious consideration to the creation of a permanent or temporary position. Employees shall not be required to work more than ten hours of overtime in a two (2) week period without mutual consent.

An employee asked to work in excess of seventy (70) hours per bi-weekly pay period shall be granted time off in compensation at the rate of time and one half (1½) for the time worked over the regular full-time work week. Notwithstanding the above, an employee who is required to work on a weekend shall be entitled to compensation at a rate of time and one half (1½) for such time worked.

The employee may accumulate time off in lieu up to thirty (30) hours. Any overtime accumulated over thirty (30) hours must be scheduled and used as soon as possible, and in every case within the following six (6) months or cashed out. The Board of Directors will review requests for accumulation of overtime and the use of lieu time. An individual employee's cash out of Overtime shall be limited to thirty (30) hours in any fiscal year (April 1st to March 31st).

Any work, for which an employee would be entitled to time and one half (1½) off in compensation under this clause, must have prior approval of the Board of Directors.

18.04 Cash-out of overtime

Days in lieu shall be scheduled by mutual agreement, as soon as possible after accruing. The employer recognizes the right of the employees to cash out lieu days and will pay for accumulated lieu time upon the request of the employee. In the event that the employee has not taken the days in lieu owing to her/him she/he shall, upon severance or retirement, receive an allowance in lieu thereof equal to such credit at a rate of pay effective immediately prior to termination or retirement.

18.05 Child Care for Employees at Coalition Events

Childcare expenses shall be reimbursed to employees working overtime at a rate of up to fifteen dollars (\$15) per hour with receipts unless the policy established by the Board of Directors is more favourable.

ARTICLE 19: HOLIDAYS**19.01 Paid Holidays**

The Employer recognizes the following as paid holidays for all employees:

New Year's Day	Family Day	Good Friday
Canada Day	Easter Monday	Victoria Day
Thanksgiving Day	Civic Day	Labour Day
National Day for Truth and Reconciliation	Remembrance Day	Christmas Day
Boxing Day		

and any other day declared or proclaimed as a holiday by the Federal, Provincial, or Municipal government.

The Parties may agree to replace Remembrance Day with one (1) floating holiday per year.

19.02 Pay for Regularly Scheduled Work on A Paid Holiday

A full-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay. A part-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one day's pay, provided they have received remuneration on eight (8) of the previous twenty-eight (28) calendar days. An employee who is scheduled to work shall be paid at the regular rate of double time and shall receive an additional paid day off at a time mutually agreed upon by the employee and the employer.

19.03 Compensation for Paid Holidays Falling on A Scheduled Day Off

When any of the above noted holidays fall on a full-time employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed on by the employer and employee. When any of the above noted holidays fall on a part-time employee's scheduled day off, the employee shall receive another day off with pay, provided they have received remuneration on eight (8) of the previous twenty-eight (28) calendar days, at a time mutually agreed on by the employer and employee.

ARTICLE 20: VACATIONS

20.01 Length of Vacation

- a) All employee's, with the exception of those on a contract of less than nine (9) months in duration, shall receive an annual vacation with pay. The period from January 1st to December 31st of the previous year will be the basis for determining service for vacation purposes.

Start Date: One and quarter (1.25) days per month

One (1) year or more of service: three (3) weeks per year

Two (2) years or more of service: four (4) weeks per year

Five (5) years or more of service: five (5) weeks per year

- b) Management and the Union agrees to make every effort to schedule a mutually agreed upon office closure for the purposes of uninterrupted vacation. In the event that the agreement is not reached the spirit of the clause will be respected by all parties.
- c) Contract employees, whose contract is less than nine (9) months in duration, or temporary employees working longer than 3 months, shall receive vacation at the rate of one day per month of the contract, to a maximum of nine (9) vacation days. Part time vacation accrual is pro-rated based on hours worked per week.

In addition, the office shall be closed between Christmas Day and New Years' Day, and employees shall receive their regular scheduled wages for the period, in addition to any other entitlement in the Collective Agreement.

20.02 Banking Vacation Credits

An employee may carry over a maximum of two (2) weeks of annual vacation entitlement to the immediate next year. Any additional carry over must be approved by the Board of Directors.

20.03 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using her vacation shall take her vacation prior to termination. If she/he agrees to work to her/his termination date, she/he will receive a proportionate payment of salary or wages in lieu of such vacation prior to termination. Vacation will not accumulate during unpaid leave.

20.04 Vacation Pay on Retirement

On retirement an employee shall be entitled to the same vacation or vacation pay which would have been earned if the employee had continued in employment to the end of the calendar year.

20.05 Vacation Schedules

Employees shall submit their vacation request to the Board of Directors by April 1st of each year and vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees.

If more than one (1) employee requests the same vacation time, the most senior employee will

get first preference provided this will not unduly disrupt the work of the office; it is the employees' responsibility to have in their request by April 1st.

20.06 Unbroken Vacation Period

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

20.07 Approved Leave of Absence During Vacation

Where an employee is hospitalized, bed ridden, or suffers an injury, or is under quarantine with an approved medical certificate and can cover these days with sick credits, there shall be no deduction from vacation credits for such absence. Where an employee qualifies for bereavement leave or paid holidays, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at employee's option.

20.08 Overtime Vacation Rate

No employee shall be required to work during her scheduled vacation period.

ARTICLE 21: SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave is defined as the period of time an employee is absent from work with full pay by virtue of themselves or a member of her immediate family being sick, disabled, exposed to a contagious disease, or under examination or treatment of a medical practitioner or because of an accident for which compensation is not payable under the Worker's Compensation Act.

Immediate family is defined as the spouse, partner, father, mother, sister, brother, child or ward of the employee, grandparent or other permanent member of the employee's household.

21.02 Amount/Accumulation of Paid Sick Leave

Full time employees are entitled to one half (1.5) days per month from their date of hire until December 31st of their year of hire. From January 1st of the following year, employees are entitled to eighteen (18) days per calendar year. Part time sick leave provision is pro-rated based on hours worked per week.

Unused sick days may be accrued to the amount necessary to receive LTD (currently one hundred nineteen [119] days).

Accumulated sick days cannot be "cashed out" upon termination.

21.03 Deductions from Sick Leave

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

21.04 Proof of Illness

An employee who is off work due to Article 21.01 may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that she/he was unable to carry out her/his duties due to illness or provide written documentation from employee if absence is due to caring for a member of her immediate family.

For illness in excess of five (5) working days, the employee may be required to supply additional confirmation/documentation of the illness. Such documentation will include information in order to determine what accommodation the employee requires to enable them to return to work and a doctor's estimate of when the employee may return to full time employment.

If medical documentation is requested the employer will reimburse the employee any charges associated with documentation

21.05 Sick Leave During Leave of Absence and Layoff

When an employee is granted leave of absence without pay for more than one (1) month for any reason or is laid off on account of lack of work or is on unpaid leave they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay off.

21.06 Sick Leave records

After the close of each calendar year, the employer shall advise each employee in writing of the amount of sick leave accrued to her credit.

21.07 An employee who is on an approved medical leave of absence shall be entitled to continue to participate in the Employee Benefits Plan and will continue to be covered for all benefits in accordance with Article 26.01 for a period of up to two (2) years.

ARTICLE 22: LEAVE OF ABSENCE

22.01 Leave for Union Business

Members of the OCBCC bargaining unit shall be entitled up to seventy (70) hours paid leave per calendar year to be distributed amongst employees at their discretion. This leave shall be to conduct the business of the union and will take place during regularly scheduled work time.

Further leave of absence of up to one month without pay but with no loss of insured benefits for union business may be requested. Such leave shall not be unreasonably withheld; such leave shall not unduly disrupt the work of the office. The union shall supply the employer with two (2) weeks' notice when leave is requested to attend conferences and/or conventions.

22.02 Leave of Absence for full-time Union or Public Duties

a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but with no loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.

- b) An employee who is elected to public office shall be allowed leave of absence without pay or benefits during her terms of office. Seniority shall not accumulate during such leave.
- c) An employee who is elected or selected for a position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay or benefits for a period of one (1) year. Seniority shall continue to accumulate for a period of one (1) year only. Such leave shall be renewed each year, on request, during her term of office.

22.03 Paid Bereavement Leave

An employee shall be granted two (2) calendar weeks of bereavement leave, without loss of pay or benefits in the case of death of the employee's spouse, partner, child, sibling, parent or any permanent member of the employee's household. This leave shall include travel time.

An employee may be granted a maximum of three (3) regularly scheduled consecutive work days, without loss of pay or benefits in the case of the death of a grandparent, member of a spouse or partner's immediate family, close friend or family member not otherwise mentioned. Where the burial occurs outside the province, such leave shall also include reasonable travel time, not to exceed five (5) working days.

In recognition of the fact that circumstances, which call for bereavement, are based on individual circumstances, the employer, on request, may grant additional bereavement leave.

22.04 Mourners Leave

One-half (½) day leave shall be granted without loss of salary or benefits to attend as a pallbearer or mourner.

22.05 Pregnancies and Parental Leave

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

Employees who are entitled to take Pregnancy or Parental Leave cannot be terminated or laid off, disciplined or suspended because she/he is so entitled, or has, if fact, applied for or taken such leave.

a) Length of Leave

An Employee is entitled to seventy-eight (78) weeks of unpaid leave of absence for pregnancy. The leave may be commenced up to seventeen (17) weeks before the expected date of delivery.

b) Notice

An Employee who is entitled to the leave is required to give their employer two (2) weeks' notice in writing of the date that the leave is to begin. In the event an employee has to stop working earlier than expected (for example, because of complications caused by the pregnancy), the employee can provide retroactive notice.

c) Benefits

Employees shall be entitled during Pregnancy or Parental Leave to continue participation in all Employee Benefit Plans. The Employer shall continue to make the employer contributions for the Plans up to and including a period of seventy-eight (78) weeks Pregnancy and/or Parental Leave.

If during the term of this collective agreement either federal or provincial legislation increases leave provisions for pregnancy and or parental leave, the increased provision will apply to this article.

d) Seniority

Seniority will continue to accrue during Pregnancy and/or Parental Leave.

e) Return to Position

Employees shall be reinstated following return from Pregnancy or Parental Leave in the position that the Employee held prior to commencing leave, if it still exists, or a comparable position if it does not. On reinstatement, the employee must be paid at least at the rate of pay when the leave commenced even if the job is lower or, if it is higher, at the rate the employee would be earning if they had worked through the leave.

f) Extension of Leave

Employees shall have the right to request an extension of their Pregnancy or Parental Leave up to a total cumulative period of twenty-four (24) months. Such leave shall not be denied without just cause.

g) Benefits on Extension

Employees who extend their Pregnancy or Parental Leave shall be allowed to continue coverage of benefits, reimbursing the Employer for the employer contributions to the Employee Benefits Plans. Seniority shall accrue during the extension. Accumulation of vacation and sick leave credits shall be frozen for the extension of the leave period.

h) SUB Plan – Pregnancy, Parental, Adoption Leave

- i) All employees will be covered by this plan when they are entitled to Employment Insurance pregnancy and/or parental and/or adoption leave benefits.
- ii) The purpose of this plan is to supplement the Employment Insurance benefits by receiving from the Agency, an amount equivalent to Employment Insurance benefits for the one (1) week waiting period that must be served prior to receiving Employment Insurance benefits. Payment will be fifty-five percent (55%) of regular rate of pay in effect immediately prior to the commencement of pregnancy or parental leave plus any wage increase that the employee would be entitled to if leave was not taken.
- iii) In addition, this plan is to supplement the Employment Insurance benefits during the time of pregnancy and/or parental and/or adoption leave. Accordingly, the Agency will pay to the employee a top-up equal to twenty-five percent (25%) of the employee's weekly earnings prior to the commencement of pregnancy or parental or adoption leave for the period that they are in receipt of Employment Insurance benefits.
- iv) Employees must prove that they have applied for and are in receipt of Employment Insurance (E.I.) benefits before SEB becomes payable except if non-receipt of E.I. is due to serving the E.I. waiting period.

22.06 General Leave

An employee with at least two (2) years, seniority shall be entitled to a leave of absence for up to a maximum of one year without pay when she/he requests such leave for good and sufficient cause. The employee has the option to remain on the employee benefit plan provided the employee covers the cost for the maximum allowable benefit period by the health plan carrier.

Seniority shall accumulate for the first three (3) months only. All requests shall be in writing and subject to the approval by the employer. Such approval shall not be unreasonably withheld. Such leave may be extended with the approval of the employer.

An employee of less than two (2) years seniority may be entitled to such leave where in the employer's opinion circumstances warrant.

22.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence without loss of seniority and benefits, to an employee who serves as juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.

22.08 Professional Development Leave

An employee shall be entitled to three (3) days professional development leave with pay and benefits per calendar year. Such leave shall require the approval of the Board of Directors. In addition, an employee may apply to be reimbursed for tuition or fee expenses to a maximum of two hundred dollars (\$200) an employee per year.

22.09 Domestic and Sexual Violence Leave

The Employer agrees to recognize that employees sometimes face situations in their personal lives that may affect their attendance or performance at work.

An employee who has been employed by the Employer for at least thirteen (13) consecutive weeks is entitled to a leave of absence if the employee or child of the employee (step child, foster child or a child under their legal guardianship and who is under 18 years of age) experiences domestic or sexual violence, or the threat of domestic or sexual violence.

Employees shall be entitled to fifteen (15) weeks under this leave. The first five (5) days shall be with pay. In the event the employee exhausts the first five (5) paid days, the employee shall have the option to use vacation days and sick days before the employee converts to unpaid leave. All benefits under this Collective Agreement will remain in effect and seniority and service will accrue for all purposes.

Such leave may be used for the following:

- To seek medical attention for the employee or the child of the employee in respect of physical or psychological injury or disability caused by the domestic or sexual violence;
- To obtain services from a victim services organization for the employee or for the child;
- To obtain psychological or other professional counselling for the employee or the child;
- To relocate temporarily or permanently;
- To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

Advising the Employer:

- An employee who wishes to take a leave under this article shall advise the employer in writing as soon as possible that the employee will be doing so.
- If an employee must begin a leave under this article before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning the leave.

ARTICLE 23: TRANSPORTATION ALLOWANCES

23.01 Taxi Allowance

When an Employee is called in to work between 10:00 pm and 7:00 am, or if an overtime or work period ends during this time, taxi service to and from the home of the Employee shall be provided by the Employer when the Employee has received authorization in advance from the Board of Directors.

ARTICLE 24: PAYMENT OF WAGES

24.01 Pay Days

The Employer shall pay salaries and wages bi-weekly. On each payday, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

24.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this collective agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position for the time she/he performs that job.

The date of promotion to the new classification shall become the anniversary date for application of the salary progression. After the trial period, the employee shall be reclassified at the higher rate.

24.03 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves in or performs the principal duties of a higher paying position for a period longer than ten (10) working days, they shall receive a ten per cent bonus pay or the rate of pay of the new position, whichever is less.

24.04 Pay on Transfer, Lower Rated Job

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

24.05 Vacation Pay

An employee may receive on the last office day preceding commencement of her annual vacation, any pay cheques which may fall during the period of vacation.

ARTICLE 25: JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Description

Current job descriptions shall be recognized. The Employer agrees to draw up job descriptions for new positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

25.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without consulting the Union.

25.03 Changes in Classification

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

ARTICLE 26: EMPLOYEE BENEFIT PLAN

26.01 Health and Welfare Benefits

Employees covered by health and welfare benefits as identified in Article 3.02 the Employer agrees to pay one hundred per cent (100%) of the basic premiums for benefits including the managed drug plan as defined by the current provider for all full-time and part-time employees.

Any change in benefit coverage, including benefit provider, shall result in equal or better coverage, as mutually agreed. In the event the Employer can demonstrate that current coverage cannot be maintained, the parties shall endeavour to agree on alternative coverage.

Premiums for additional benefits exceeding the current plan, or premiums for any optional benefits will be paid by the employee.

Full-time employees and contract employees who work twenty (20) hours or more per week shall be entitled to full medical benefits after three (3) months.

Part-time employees or contract employees who work less than twenty (20) hours per week get pro-rated benefits after three (3) months.

Notwithstanding the above, contract employees may receive, at their option, pro-rated medical benefits or seven percent (7%) of wages in lieu of benefits after three (3) months.

Temporary employees who work more than fifteen (15) hours per week shall receive at their option, prorated medical benefits or seven percent (7%) of wages in lieu of benefits after three (3) months.

26.02 Employee Benefit Plan Disclosure

The Employer shall provide the Union with a copy of all employee benefits and health and welfare master plan text and amendments.

26.03 Continuation of Benefits During Strike or Lockout

In the event of a strike or lockout the Employer agrees to maintain all insured benefit plans on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

26.04 Continuation of Rights and Benefits

An employee receiving payment for an injury under Worker's Compensation shall continue to accrue seniority while on disability leave. While on Workers' Compensation, the Employer shall continue to pay her share of all premiums for employee health benefit plans, based on one hundred per cent (100%) of earnings.

26.05 Return to Work

An employee who is no longer deemed to have a compensation injury shall be placed in her former or equivalent position with the Employer.

26.06 Pension Plan

The employer agrees to participate in the Multi-Sector Pension Plan ("the Plan") and shall contribute three percent (3%) of each employee's gross wages to said fund. Each employee shall contribute three percent (3%). The terms of the Employer's participation in the Plan is set in Schedule B.

ARTICLE 27: JOB SECURITY**27.01 Restrictions on Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no layoff or any reduction of salary on account of contracting out.

ARTICLE 28: UNION LABEL**28.01 Union Label**

In order that the general public shall be aware of the benefits of a unionized public, not-for-profit service, the CUPE Union Label shall be displayed as prominently as possible through the service. The recognized Union label shall include the designation "CUPE" and at the employee's option this designation shall be placed on all documents printed by a member of the Union.

ARTICLE 29: GENERAL CONDITIONS**29.01 Bulletin boards**

The Employer shall provide a Bulletin Board which shall be placed so that all employees will

have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.02 Fires and Theft Insurance

The Employer shall provide fire and theft insurance covering possessions of employees used in the performance of their duties with the Employer.

29.03 Letter of Reference

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

ARTICLE 30: TECHNOLOGICAL CHANGE

30.01 Management undertakes to notify the Union in advance so far as possible, of any technological changes which management has decided to introduce which will significantly change the status of employees within the bargaining unit.

Management agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a six (6) month period of training during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary during the training period. Training shall be given during the hours of work whenever possible.

Employees with one or more years of seniority who are subject to layoff under conditions referred to above, will be given notice or impending change in employment status at the earliest possible time in keeping with the notification to the Union as set forth above and the requirements of applicable law.

ARTICLE 31: WORKPLACE HARASSMENT POLICY

31.01 The Ontario Coalition for Better Child Care is committed to providing a work environment free from harassment and discrimination based on race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, social-economic status or background, age, marital status, family relationship, and disability.

The Ontario Human Rights Code and this article provide that harassment is a form of unlawful discrimination. The Code defines harassment as "vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome".

In addition to the above grounds, harassment and discrimination are also prohibited on other personal characteristics or circumstances that are clearly unrelated to a person's ability to do the job (personal harassment).

Harassment may result from one severe incident (i.e. assault) or a series of incidents. It may be directed at specific individuals or groups but may also include any comments or conduct

which create an environment that is hostile, intimidating or offensive.

The workplace includes all locations where business or social activities of the organization are conducted. Workplace harassment can also include incidents that happen away from work (i.e. unwelcome phone calls, unwelcome visits to a person's home, unwelcome comments or encounters made in public, comments made about a person to others which are intended to undermine or create a hostile environment for a person in the performance of their work or duties.

The Ontario Coalition for Better Child Care is also obligated to protect their employees from harassment by Board members, users of the program or members of the public.

Harassment can include, but is not limited to, the following examples:

- Racial or ethnic slurs
- Demeaning statements, shouting, raised voices, profanity
- Written or verbal abuse or threats
- Unwelcome sexual remarks, invitations or requests
- Written or verbal abuse or threats
- Unwelcome remarks, jokes, taunts, sarcasm, suggestions about a person's body, attire, age, marital status, ethnic or racial origin, religion, sexual orientation, socio-economic background, ability, etc.
- Displays of pornographic, sexist, racist or other offensive or derogatory material (e.g. graffiti or pictures.)
- Practical jokes which result in embarrassment or insult
- Leering (suggestive staring) or other offensive gestures
- Unnecessary physical contact
- Vandalism of personal property or work
- Patronizing or condescending behaviour
- Abuse of authority which undermines performance or threatens career or participation in the organization
- Physical or sexual assault

31.02 Management Responsibilities

The Management of the Ontario Coalition for Better Child Care is responsible for providing a workplace free from discrimination and harassment and for intervening when these problems occur. Management is responsible for its own actions and for dealing with the actions of employees.

Management does this by:

- Setting a good example
- Facilitating paid time for all staff to attend seminars and workshops offering sensitivity and prevention training

- Being proactive by approaching an employee who may be a victim of harassment and offering support and assistance
- Discussing the situation with the alleged harasser. They may not be aware that their behaviour is offensive. Even if the allegations are denied, the discussion should be treated in a serious manner. The alleged harasser will be told that inappropriate workplace behaviour will not be tolerated, and that any future behaviour may be grounds for discipline up to and including dismissal
- Keeping a record of all incidents of harassment and action taken
- Facilitating assistance for the victim
- Facilitating educational opportunities for the harasser
- Reporting incidents of a criminal nature to police

Options available to employees:

Employees who have been harassed or who have witnessed harassment can:

- Tell the harasser to stop
- Be clear. Use statements such as:
(Name, action) is harassment.
When you (name, action) you are harassing me.
- Inform the person that the behaviour will be reported if it does not cease
- If it would help, bring a support person with you when you speak to the person
- Document the incident in writing; Include date, time, witnesses, details of the incident, the approach of the person, how you responded, and the reaction received. It is advisable to do this even if you do not plan to proceed with a formal complaint at this time.

When an incident of harassment has been raised, either party is free to request an investigation:

- Tell your supervisor, or if the harasser is a member of management, inform the chair of the personnel committee.
- Seek advice and assistance from the union and/or personnel committee.
- File a formal complaint. All employees have the right to contact the Human Rights Commission.

Formal Complaint Process

All employees of the Coalition have a right to file a complaint and access the investigation process. A group of employees, subject to the same discriminatory treatment may file a complaint. An employee or member of management i.e. a board member may file a complaint on behalf of a third party.

An investigation may be requested if the alleged harasser is a member of management i.e. supervisor or board member; a fellow employee; a member of the Coalition that the employee must deal with in the course of her job duties or a member of the public.

Any employee/board member/program user accused of harassment has the right to request an investigation.

Incidents of harassment should be reported to the alleged harasser's immediate supervisor:

- In the case of a fellow employee, to the Board of Directors.
- In the case of a board member, to the chair of the personnel committee.
- In the case of a program user, or a member of the public, to the Board of Directors.

Harassment may be the result of one incident, or a series of incidents. In all cases a complaint must be based on a definable incident or action, policy, procedure or direction.

Reporting a Complaint

Incidents of harassment should be reported to the alleged harasser's immediate supervisor, within five days (5) of the last occurrence.

A complaint may initially be made verbally, followed in writing, citing the date and time of the incident(s), details of the incident(s), witnesses, the approach of the person, how the complainant responded, and the reaction received.

31.03 Responsibility of the supervisor

- To hear the complainant. To advise the complainant of the investigation process.
- To ascertain if the complainant requires assistance in the workplace until the investigation process is completed. i.e. transfer to another job, changed reporting, etc. To inform the complainant of the actions that will be taken.
- To ascertain if the complainant requires assistance in coping with the stress of harassment and facilitate such support.
- To discuss with the complainant the assistance available. To inform the complainant of sick leave policies which may be used to deal with the stress associated with harassment.
- To ascertain, and if necessary, take appropriate action to protect witnesses from threats, intimidation and reprisals due to their involvement in the complaint.
- To inform the alleged harasser that a complaint has been filed. To inform the harasser, in advance of the meeting, of her right to union representation if applicable. To provide the harasser with details of the complaint. To inform the harasser of the investigation process. To inform the harasser of any modifications to her job/duties as a result of the complaint. To inform the harasser that her behaviour shall, upon investigation, be cause for disciplinary action.
- A person accused of harassment may not use the grievance process to challenge any change in job duties while an investigation is being conducted, save and except where such a change in duties affects the person's rate of pay.

The investigation process

All proceedings and results of an investigation process will be held in strictest confidence by all parties.

All Investigations will be carried out by a third (3rd) party investigator and the expense of such investigation will be shared by both Union and Management.

A complaint procedure, once initiated, may be withdrawn by the complainant. However, Management must carry through if harassment causes a poisoned work environment and/or a health & safety issue.

An investigation will involve:

An interview with a complainant and a supporting person¹ at the complainant's discretion.

1. Hearing of witnesses with the complainant present at her discretion
 - An interview with the respondent with a supporting person at the respondent's discretion
 - A meeting with both parties, and their supporting persons, to review information presented

Settlement of a complaint

A complaint may be settled by:

- A resolution(s) agreed to by both parties.
- Discipline as outlined under the collective agreement/personnel policies up to and including dismissal
- Time frames
- Where the respondent is a member an investigative hearing will begin within five (5) working days
- Where the respondent is one of the Board of Directors an investigative hearing will begin within ten (10) working days
- A response will be rendered in ten (10) working days.

Severe cases of harassment

A severe case of harassment is defined as an action(s) which threatens the safety of another employee(s) or a member of the board. Cases of Severe harassment include, but are not limited to, physical or sexual assault or threats of assault.

- In cases of severe harassment, the employer is responsible for taking immediate measures to protect the safety of employee(s). Severe harassment will be referred immediately to the supervisor/chair of the personnel committee and will follow the grievance procedure as outlined in the collective agreement.
- Discipline may include transfer to another job, suspension from employment without pay and/or termination, of any person found guilty of harassment.

¹ For the purposes of the investigation process, a supporting person is: a member of staff; a member of the board; a member of the union.

Alleged Harassment by a Board Member

Where the respondent is a member of the board, an investigative hearing will take place no later than the next regularly scheduled board meeting.

The investigative proceedings will be conducted by a panel selected by the table officers.

A complaint may be settled by:

- A resolution(s) agreed to by both parties.
- Penalties imposed according to board policy.

A response will be rendered in the same time frame as outlined in Step 2 of the grievance process in the collective agreement.

Alleged Harassment by a Member of the Public

Where the respondent is a Coalition member or a member of the public, the matter will be referred to the Board of Directors, who will hear the complaint within five (5) days.

A complaint may be settled by:

- the institution of reasonable measures to ensure the employee is not subjected to repeated harassment and/or training to assist the employee in dealing with hostile public reaction.

A response will be rendered in ten (10) days.

Right to Know

Both the complainant and the respondent will be kept informed of the investigation process and be given a written record of decisions made and/or actions taken.

Action for Frivolous Complaints

In cases where it can be shown that a complaint was initiated for frivolous, vindictive or vexatious nature, management may take disciplinary action.

Appeal Process

Unless otherwise stated, disciplinary action imposed may be grieved under the provisions of the collective agreement.

Affirmative Action

Both parties agree that prevention is the best way to deal with harassment. The parties will work together to solve any conflicts before they become a complaint. This may include attendance at workshops and other education.

Monitoring the Workplace Harassment Policy

This policy will be appended to the collective agreement and considered part of the collective agreement.

It will be reviewed as part of the negotiation process for the collective agreement.

This policy will form part of the staff manual. All new employees will be given a copy of the policy. It will be reviewed with them as part of their orientation process.

This policy will form part of the board manual. It will be reviewed with board members as part of the orientation of new members.

ARTICLE 32: WORKPLACE HEALTH AND SAFETY POLICY

32.01 The Ontario Coalition for Better Child Care shall make all reasonable provisions for the occupational health and safety of employees. All rights and privileges established under the Laws of the Province of Ontario in respect of occupational health and safety shall form a part of this Agreement.

The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

Without limiting the generality of the foregoing, the Employer shall:

- a) Provide and maintain workplaces, equipment, work methods that are safe and without risk to health;
- b) Inform its employees and their Union representative of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
- c) Inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
- d) Take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention, including permitting employees to work from home under the terms of Article 33.

Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established. It shall consist of one (1) management representative appointed by the Employer and one (1) union representative appointed by the Union.

Functions of the Health and Safety Committees:

- a) Hold meetings at regular intervals;
- b) Receive and settle employees' complaints;
- c) Maintain records of the complaints presented;
- d) Examine the reports concerning the conditions within the workplace and the reports on the safety officers' directives;
- e) Co-operate with professional health services;
- f) Establish and support educational programs dealing with health and safety;

- g) Participate in investigations and inspections relating to health and safety;
- h) Develop and maintain related programs and protective measures;
- i) Ensure that related programs are followed;
- j) Ensure that accurate records of work accidents are maintained, etc.;
- k) Co-operate with government safety officers;
- l) Study information on the actual or possible risks associated with equipment or work methods;
- m) Study all the Employers reports concerning health and safety of employees within the bargaining unit;
- n) Establish a list of suitable candidates to receive training and become competent first aid attendants from employees proposed by both parties;
- o) Perform any other function that the National Joint Health and Safety Committee deems appropriate with a view to improving the administration of the health and safety policies in the workplace.

The employees appointed to the joint health and safety committee shall perform the duties assigned to them without loss of salary.

The parties agree that any matter brought to the attention of a committee must be dealt with honesty and impartiality.

ARTICLE 33 – WORK FROM HOME ARRANGEMENTS

33.01 Work from Home

Employees may work on a regular basis in their home. An Employee who works from home will continue to be a bargaining unit member and an employee of the Employer. There will be no change in the Employee's rate of pay or benefits.

It is the joint responsibility of the Employer, the Union and the employee participating in the work at home agreement to ensure said agreement does not contravene any applicable employment statute(s).

The work from home arrangement shall be reviewed six (6) months from the commencement of the arrangement, and annually thereafter.

Upon mutual agreement, the parties may choose to end the Work From Home arrangements at any time.

33.02 Health and Safety

To ensure effective levels of health and safety, the Employee will have a home office environment that poses no greater risk of injury or illness than exists in the normal office environment.

At the request of the Employee, an ergonomic assessment of their home workspace shall be completed.

All existing accident investigation/reporting requirements continue to apply.

33.03 Equipment

The Employer shall provide those Employees regularly working from home with the technological equipment that would normally be provided said Employee while working at the Employer's office.

The equipment will be serviced by the Employer, remain as the property of the Employer and be returned to the Employer when the employee's work-at-home agreement terminates. It is understood that the maintenance and/or replacement of the equipment and/or materials referred to above is the responsibility of the Employer unless the employee has been proven to be negligent.

An inventory list of equipment shall be created and maintained.

33.04 Expenses

The following expenses shall be reimbursed to the Employee upon provision of receipts:

- Installation of home internet services;
- Monthly charges for home internet services, to a maximum of one hundred dollars (\$100) per month;

Employees will further be provided with a one-time home office setup allowance not to exceed \$2000 to purchase, at a minimum, a desk, a chair, lighting, a file cabinet, and any other required items. Reimbursement will be made upon provision of receipts.

ARTICLE 34: TERMS OF AGREEMENT

34.01 Duration

This Agreement, shall be binding and remain in effect from April 1, 2022 to March 31, 2024. If either party wishes to renegotiate the terms of this agreement, written notice shall be given ninety (90) calendar days prior to the expiration of the agreement. When either party has requested negotiation of a new agreement in accordance with the above, the provisions of this agreement shall remain in full force throughout the period of negotiations and until a new agreement is reached.

SIGNED AT TORONTO, ONTARIO THIS 1/9/2023

FOR THE EMPLOYER

DocuSigned by:
Sheila Blau-Maclean
E3FFD11431294F5...
DocuSigned by:
Michel-Edouard Laflamme
67A2233BA7CE42B...

FOR THE UNION

DocuSigned by:
Kim Mantulak
BDF3AF1051B54DB...
DocuSigned by:
Carolyn Ferns
41CC88C789E2481...
DocuSigned by:
[Signature]
68727413D5044D7...

Schedule "A"

Wages will be effective April 1st, 2022.

- Three percent (3%) wage increase to all classifications and steps;
- In order to close the wage gap between the Public Policy and Government Relations Coordinator and Membership and Administration Coordinator classifications, the Membership and Administration Coordinator position will be paid \$33.99 per hour effective April 1, 2022 (same rate as current Project Coordinator)

JOB CLASSIFICATION	START	STEP 1
Public Policy and Government Relations Coordinator	\$41.51	\$42.62
Project Coordinator	\$33.99	
Membership and Administration Coordinator	\$33.99	\$36.21

Wages will be effective April 1st, 2023

JOB CLASSIFICATION	START	STEP 1
Public Policy and Government Relations Coordinator	\$42.75	\$43.89
Project Coordinator	\$35.00	
Membership and Administration Coordinator	\$35.24	\$37.48

Schedule "B"

MULTI-SECTOR PENSION PLAN REQUIRED COLLECTIVE AGREEMENT LANGUAGE

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

1. (a) "Plan" means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;

(i) the straight time component of hours worked on a holiday; and

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay; and

(iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

(v) _____;

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all employees in the bargaining unit who have completed ___ hours of employment with the employer.

2. Commencing April 1st, 2019 each Eligible Employee shall contribute for each pay period an amount equal to 3 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3 % of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If 1 Not to exceed 500 hours. maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests. For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement date of hire; date of birth; Social Insurance Number; date of first contribution; seniority list to include hours from date of hire to Employer's fund entry date gender.

(b) To be Provided with each Remittance name; Social Insurance Number; monthly remittance; pensionable earnings; year to date contributions; employer portion of arrears owing due to error,

or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes full address; termination date where applicable (MM/DD/YY) marital status, and any change to marital status; date of death (if applicable);

(d) To be Provided Annually but no later than December 31 current complete address listing for all Eligible Employees; period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority); period(s) of lay-off, while subject to recall; period(s) of absence for pregnancy or parental leave; period(s) of strike or lockout; other leaves of absence. hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

Public Policy and Government Relations Coordinator

Reports to: OCBCC Board

General Responsibilities:

- To research and prepare position and policy papers
- Assist in preparing presentations and submissions to legislators, policy makers and others.
- Develop and execute strategies to effectively communicate with members and the child care community.
- Coordinate the organization's activities, projects, policy development, and strategic planning;
- Report on major activities and campaigns to the Council, Executive and membership
- Represent OCBCC at public functions and with the media

The Public Policy and Government Relations Coordinator will be responsible for the following:

- Develop and coordinate advocacy campaigns including concept and ideas, timelines, written materials, other resources and evaluation
- Develop campaign materials, including flyers, press releases, fact sheets, etc. as required
- Monitor public policy developments that affect child care at all levels of government
- Research and develop communications regarding public policy that affects child care
- Develop and coordinate outreach materials including policy briefs, targeted communications and general promotional materials
- Prepare and make presentations to membership, government and the media regarding OCBCC strategic directions and policy recommendations

Qualifications:

- Post secondary school education at college or university in a relevant discipline
- Knowledge of child care and its operations at all levels of government;
- Experience in lobbying and advocacy at all levels of government
- Experience working in coalitions and knowledge of the values related to coalitions
- Ability and interest in public speaking to a wide range of groups
- Ability to work with membership and the public from diverse social, ethnic, cultural, and economic backgrounds;
- Experience in community development and working in a non-profit organization with a board of directors;
- Ability to work independently and within team environments;
- Excellent verbal and written communication skills including presentation skills;
- Excellent facilitation, leadership and time management skills;
- Possession of a valid driver's license and willingness to travel to various parts of the province
- Willingness to work flexible hours

- Proficient computer skills
- Proficiency in French language is an asset

Hours of work: Thirty-five (35) hours/week, with occasional evening and weekends.

Membership and Administration Coordinator

Summary of Position

Membership and Administration Coordinator, reporting to the Board of Directors, is primarily responsible for all office and financial administration, as well as membership and membership support. Working under the direction of the Coordinator of the OCBCC, the position also includes assistance with communication and outreach participation and participation in OCBCC campaigns. The position includes extensive work with volunteers.

Key Responsibilities

- Coordinate outgoing and incoming mail including mailing of publications and other materials.
- Provide minutes for executive and council meetings.
- Maintain files and minutes of Committee meetings.
- Arrange maintenance for office equipment, purchasing / sourcing.
- Schedule & arrange meetings, prepare related correspondence, coordinate with representatives from other organizations.
- Coordinate sales of publications.

Financial Administration

- Process incoming invoices, mail payments, filing
- Produce and mail annual membership invoice
- Prepare invoices for goods & services, ensure collection of accounts receivable, and provide receipts to purchasers as required
- Create financial reports throughout the year; provide documentation and coordinate with Auditor at year end
- Prepare statistical reports on membership levels, composition, and fees received/outstanding
- Using Quickbooks; prepare bank deposits including backup documentation, create invoices and work with our bookkeeper to maintain all OCBCC financial records

Membership Coordination

- Maintain current membership database (add new members and update renewals)
- Produce and mail annual membership invoices, update database with dual members and insurance users
- Prepare statistical reports on membership levels, composition, and fees received/outstanding
- Participate in membership recruitment and process new membership applications
- Work with membership to ensure active participation in OCBCC campaigns
- Work with membership to promote local networking
- Ensure our members are aware of OCBCC insurance programs and the benefits of OCBCC membership

Communications / Outreach

- Maintain/update communications lists for media, politicians, and OCBCC membership and other databases as required. Ensure backup files are maintained
- Fulfill routine information requests & answer general enquiries
- Prepare or distribute posters, flyers, brochures and kits. (updating, rewriting and advancing our materials)
- Participate in media outreach as requested
- Assist with proofreading and editing of documents as requested
- Work with volunteers and placements students
- Represent the OCBCC at conferences, events and class talks
- Manage social media tools such as Facebook, Twitter, and website content (website updating and managing)

Campaign Work

- Participation in OCBCC campaigns including organizing meetings, public speaking and communication
- Assist with the production and distribution of press releases, kits and other materials
- Extensive use of email to keep Executive or Committees informed
- Extensive use of email newsletters to keep members informed about news and events
- Create proposals for campaigns and organize execution of these campaigns
- Work closely with TCBC, AECEO, CCCAC, and other partner organization on campaign coordination

Qualifications

- Post-Secondary school education at college or university
- Proven ability to update and maintain our website, and use internet communication tools
- Proven ability to design and produce newsletter, posters and promotional materials
- Experience, or willingness to learn, Quickbooks
- Demonstrated initiative and professionalism
- Well-developed oral and written communication skills
- Proven ability to set priorities, manage multiple responsibilities and meet timelines
- Strong organizational, interpersonal, problem-solving and decision-making skills
- High level of attention to detail and excellent follow-up skills
- Proficient in the MS office products including Word, Excel, PowerPoint, Outlook

Skills and Abilities

- Ability to balance multiple priorities
- Attention to detail

- Organization Skills
- Strong follow up and responsiveness to members
- Strong networking skills
- Results Oriented
- Team Player
- Flexible and able to work evening and weekends when necessary
- Strong written and communication skills
- Self-motivated; demonstrates high energy and enthusiasm

Hours of work: Thirty-five (35) hours/week, with occasional evening and weekend events.

Terms of employment: Staff are supervised by and responsible to a volunteer Board of Directors and unionized under CUPE Local 2484, with a three (3) month probationary period.

Letter of Agreement #1 - Students

between

CUPE Local 2484.25

and

The Ontario Coalition for Better Child Care

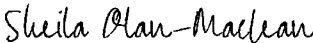
The Employer (OCBCC) and the Union (CUPE Local 2484) agree to the following letter, in regards, to students.

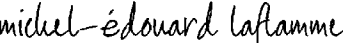
The Coalition will provide for two (2) student placements opportunities, three (3) times per year. At an average of eight (8) weeks (as stipulated by the training organization).

It is understood by the parties that the students will not be used to replace bargaining unit members.

SIGNED AT TORONTO, ONTARIO THIS 1/9/2023


FOR THE EMPLOYER

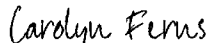
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FOR THE UNION

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Letter of Understanding #2 – Professional Development

between

CUPE Local 2484.25

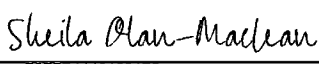
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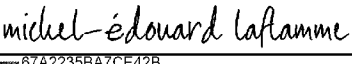
The Ontario Coalition for Better Child Care

If funding allows, professional development opportunities for permanent full-time and part-time positions that benefit both the employees and the employer will be considered.

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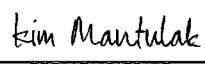
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Letter of Understanding #3 - Training

between

CUPE Local 2484.25

and

The Ontario Coalition for Better Child Care

Prior to the probation period, of current new hires, ending there will a labour management discussion to prepare a written outline, with timelines, of a training program for each classification. The training program will then be used to provide support to every new employee during the probationary period as per 15.03 a).

SIGNED AT TORONTO, ONTARIO THIS 1/9/2023

FOR THE EMPLOYER

FOR THE UNION

DocuSigned by:
Sheila Alan-Maclean

DocuSigned by:
Kim Mantulak

DocuSigned by:
michel-édouard laflamme

DocuSigned by:
Carolyn Ferns

DocuSigned by:
[Signature]

Letter of Understanding #4 – Wages – Membership and Administration Coordinator

between

CUPE Local 2484.25

and

The Ontario Coalition for Better Child Care

The parties agree that there is wage inequity within the current wage grid. In addition to the steps taken in the 2022-2024 Collective Agreement to close the gap between two classifications, the parties agree to explore within the term of the Collective Agreement, additional funding and if the funding is obtained, the parties agree to put the funding to increasing the wage of the Membership and Administration Coordinator.

In addition, the parties agree that in future bargaining, the Membership and Administration classification will be increased on an hourly basis the equivalent to the percentage increase is agreed to for the Public Policy and Government Relations Coordinator.

SIGNED AT TORONTO, ONTARIO THIS 1/9/2023

FOR THE EMPLOYER

FOR THE UNION

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Sheila Blain-Maclean

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michel-édouard laflamme

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Kim Mantulak

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Carolyn Ferns

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**Letter of Agreement #5 – Job and Wage Evaluation for the Classifications of Policy
Coordinator and Membership Coordinator**

between

CUPE Local 2484.25

and

The Ontario Coalition for Better Child Care

In addition to the increases to the Policy Coordinator and the Membership Coordinator, the parties agree to undertake the following process during the term of the Collective Agreement. The goal is to ensure that the classifications are being fairly compensated.

1. All steps in the process will be done jointly, with the understanding that there will be no changes, unless jointly agreed by the Union and OCBCC;
2. The job descriptions for both classifications will be reviewed and amended, if agreed;
3. There will be a review of compensation based on the skills, duties, responsibilities, and the job descriptions agreed to as a whole;
4. Both parties may share documents, tools and studies to be used during the process. The intent is for both parties to share such as research, job evaluation systems, etc. that can be used to support a position, if there is not an agreement on an issue.
5. In the event there is an agreement to change the compensation for either or both of the classifications, the new wage rate will be implemented as soon as possible after the amended wage grid is signed off by both parties (and may be retroactive, if agreed), unless otherwise agreed to by the parties. The grid will be placed in the Collective Agreement during the next round of bargaining;
6. The process will be completed not later than December 31, 2022, unless mutually agreed.

SIGNED AT TORONTO, ONTARIO THIS 1/9/2023

FOR THE EMPLOYER

FOR THE UNION

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