



## Taking practical action on child care in our workplaces, unions and communities

### SAMPLE COLLECTIVE AGREEMENT LANGUAGE FOR CHILD CARE PROVISIONS

#### Basic Features

A recent development in collective bargaining has been the negotiation of provisions dealing with the care of children while their parents are at work. Child care clauses may provide for a day care centre in or near the workplace operated by union and employer, or they may require that the employer purchase spaces for employees in existing centres in the community. Other options involve the negotiation of employer contributions to a day care fund, and of direct subsidies to employees in order to defray day care costs. Some collective agreements provide payment for the cost of child care when an employee has to work overtime or is out of town on business. The eighth clause provides funding for a study of child care needs.

#### Applicable Legislation

Child care is, to some extent, supported financially by federal and provincial governments, but there is no universal system of child care in Canada, and public funding is threatened by budgetary cutbacks.

#### Clauses and Comment

##### 17.11.1 Child Care Clauses

(1) The Employer agrees to allocate, on a one time only basis, a total of \$30,000 for start-up costs, including furniture, equipment and the salary for a Co-ordinator who shall be hired before the Centre opens. The employer also agrees to contribute \$30,000 toward operating costs per each twelve month period of operation, pro-rated for any lesser period. In each year of operation at least \$5,000 shall be allocated from the Ways and Means Fund ...

[CUPE and York University]

(2) The union shall have one representative who will have access to regularly scheduled monthly meetings with the Day Care Co-ordinator. The Union Day Care Representative shall be permitted time off from work with pay for attendance at the aforementioned meetings.

An employee with a child or children in the S.F.U. Day Care Centre may be permitted time off from work with pay for his/her 'duty shift' in the Day Care Centre, with the understanding that the employee makes arrangements, with her/his supervisor, to make up the time.

[CUPE and Simon Fraser University]

(3) The employer shall pay to each employee who has one or more children under the age of twelve (12), sixty (\$60.00) dollars to help defray the cost of child care. All employees, their spouses and dependent children are entitled to a 20% discount on all programs including resident camp.

[CUPE and Metro Toronto YWCA]



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(4) The employer shall reimburse, up to a limit of \$1.50 per hour, an employee who is a single parent of a young child or children for the cost of substitute care when an employee works outside of the regular hours of work.

**[CUPE and New Westminster Legal Services Society]**

(5) During negotiations the parties discussed the subject of Child Care for CAW represented employees covered by the Agreements. The parties agreed that arrangements may be made to enhance the program by using available funds from the Special Contingency Fund up to 6 cents (\$0.06) per straight time hour worked during the term of the Agreement. The parties further agreed that the specific child care related uses of such funds will be mutually agreed upon by the Company and the Union.

To address these needs, the company will:

- Provide a subsidy of \$10.00 per full day of child care for dependent children, age 0 through 5, that is:
  - Licensed under the Day Nurseries Act
  - Registered as a non-profit or co-operative
- For half day care, the company will provide a subsidy of \$5.00 per day
- The benefit will apply equally to all licensed, non-profit child care centres and services, including in-home care and the CAW Windsor Centre.
- The benefits will be capped at annual maximum of \$2,000.00 per year, per eligible child.
- Children already registered in for-profit licensed care would be eligible for the benefit, but grandfathered. All new claims would only qualify if they meet the non-profit criteria.
- Details of the administration of this program will be developed by the company.
- In no circumstance would the company pay more than 50%
- The National Union will work with existing licensed non-profit child care centres and the services in an effort to extend their service to CAW members, such as for extended hours to cover shift work. (This does not include any bricks and mortar or new construction.)
- During the life of this Agreement, up to \$150,000 can be used from the Child Care Fund for this purpose.

**[CAW and DaimlerChrysler Canada Inc.]**

(6) The Corporation and the Union recognize the need for good quality affordable child care services for all employees. Consequently, the Corporation agrees to contribute to a child care fund and the Union agrees to administer this fund in accordance with the following provisions. The fund is used exclusively for the following purposes:

- (a) establish and support information programs dealing with child care;
- (b) conduct analyses and research to assess child care needs and the methods used to meet those needs;
- (c) establish or assist in establishing child care facilities and oversee their operation;
- (d) pay subsidies for child care services;
- (e) reach agreements with child care facilities or other institutions to provide or facilitate child care;
- (f) hire staff or reimburse the salary of bargaining unit employees on union leave for the above-mentioned purposes;



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In principle, only those employees in the bargaining unit and their children may benefit from admission in a child care facility and be eligible for a subsidy.

However, insofar as other places remain available, they are offered by preference to other employees of the Corporation and their children. However, the fund shall not assume the costs of these services.

The trust fund that is already established to receive the monies from the Corporation shall be maintained. Withdrawals or cheques drawn on this account shall require the signature of two (2) persons specifically designated for this purpose by the Union. This requirement shall be reproduced in the banking arrangement documents between the financial institution and the Union.

The Corporation shall deposit in the trust fund the amount of two hundred thousand dollars (\$200,000) within fifteen (15) days after each quarter-end.

Subject to paragraph 7 below, the Corporation shall also deposit in the trust fund, within fifteen (15) days after the Corporation's Annual Report is tabled in the House of Commons, an amount equal to three tenths (3/10) of one percent (1 %) of the Income from Postal Operations value described in the Annual Report.

The sum of the amounts deposited in the fund under [the above] paragraphs shall not exceed one million two hundred thousand dollars (\$1,200,000) in any fiscal year. At no time shall the fund balance exceed two million dollars (\$2,000,000). Should a quarterly payment or an annual payment cause the fund to exceed two million dollars (\$2,000,000) then that payment shall be reduced such that the payment plus the fund balance prior to the payment shall not exceed two million dollars (\$2,000,000). If within sixty (60) days subsequent to the date of the reduced payment, the fund balance is reduced as a result of normal disbursements consistent with the mandate of the fund then all, or a portion, of the funds withheld shall be paid such that the fund balance is reinstated to a maximum of two million dollars (\$2,000,000). After sixty (60) days, the amount of the funds withheld shall no longer be available.

All interest income shall accrue to the fund.

The Union shall maintain financial records of monies received by and monies disbursed from the fund. The Union shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and the Union shall ensure that all disbursements from the fund conform to the purpose described in paragraph 2 above, failing which all obligations under this appendix shall terminate.

Within thirty (30) days of the end of the fund accounting year, the Union shall provide the Corporation with a financial statement certifying that all expenditures made from the fund were in accordance with the purpose of the fund and used exclusively for such purpose.



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**[CUPW and Canada Post]**

- (7) (a) Where an employee is requested or required by the Employer to attend:
- (i) Employer endorsed education, training and career development activities, or
  - (ii) Employer sponsored activities
- which are not included in the normal duties of the employee's job, and are outside their headquarters or geographic location, such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expenses up to \$50 per day upon production of a receipt.
- (b) Where an employee, who is not on leave of absence, attends a course approved by the Employer outside the employee's normal scheduled workday such that the employee incurs additional child care expenses, the employee shall be reimbursed for the additional child care expense up to \$25 per day upon production of a receipt. This reimbursement shall not exceed 15 days per calendar year.
- (c) Reimbursement in (a) or (b) shall only apply where no one else at the employee's home can provide the child care.
- (d) The receipt shall be a signed statement including the date(s), the hourly rate charged, the hours of care provided and shall identify the caregiver/agency.

**[PEA and B.C. Public Service Employee Relations Commission]**

- (8) The parties recognize that child care can be a significant issue for employees.

It is in the interests of both parties to reduce as many barriers to employment as possible. Insufficient child care facilities create an employment barrier. The full effect of this barrier on employment with the GNWT needs to be assessed in each community in order to determine the most effective and efficient solutions. The parties agree to engage in a joint study of this issue. The Government will provide funding, to a maximum of \$50,000, in the fiscal year 2000/01 for a joint union/management study. This study will be completed by March 31, 2001 and any actions or recommendations flowing from the study to improve or create child care facilities must:

- Support child care facilities in communities in the north;
- Look at creative ways of enhancing child care, taking into consideration the differing needs in communities in the north;
- Support the development of a northern workforce; and
- Support quality, affordable and accessible child care.

The parties agree to meet to initiate discussions on this joint study within 30 days of the signing of the Collective Agreement.

**[Union of Northern Workers (PSAC) and Government of the Northwest Territories]**

- (9) The Employer agrees to provide suitable space for Child Care within 12 (twelve) months of the signing of the Agreement. The Employer further agrees to facilitate the operating costs of the Child Care facility through the contribution of two cents (2¢) per straight-time hour worked by bargaining unit employees. The money will be held in trust.

**[CAW, Local 444 and Windsor Casino]**



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### University of Toronto and USW Local 1998

#### Appendix C: Staff-Appointed Employee Child-Care Benefit Plan

1. Members with a dependant eligible child under the age of seven will be eligible for reimbursement of child-care expenses as follows:
  - a. The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
  - b. The maximum full-day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
  - c. Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid; and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 2010, and between January 1 and February 1 of subsequent calendar years, Members must provide to the University, in a single package, detailed receipts substantiating the child care expenses in respect of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one lump sum cash payment, less applicable withholdings, if any.
  - d. Reimbursement will be made only for child care expenses (as defined in the ITA) incurred by the Member. The University makes no representations as to whether a deduction from income is available under the ITA in respect of any amounts paid or payable under this plan.
  - e. If both parents are eligible for reimbursement under this plan, only one shall be entitled to claim reimbursement under this plan in a calendar year.
  - f. The plan maximum of \$2,000 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Member who has been appointed for less than the full calendar year shall be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,000 is not used in any given year.
  - g. The terms “child care expense” and “eligible child” in this plan shall have the meanings given to them in subsection 63(3) of the ITA. The term “child” shall have the extended meaning given to that term in subsection 252(1) of the ITA such that, where used in this plan, the term “child” shall include a natural, step, common-law or adopted child or ward under the age of seven.



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h. Payments to be made by the University under this plan shall be paid solely out of the general operating monies of the University. The University shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan, or otherwise secure its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$1,000,000. If, in a given year, the value of the eligible claims under this plan is greater than \$1,000,000, all claims will be reimbursed on a pro-rated basis. If, in a given year, the total value of the eligible claims under this plan is less than \$1,000,000, the excess amount shall be carried forward and added to the notional value of the eligible claims for the following calendar year.

### **CUPE Local 2189 and YWCA of Greater Toronto**

#### Article 20 - Provisions for Families

- 20.01 Upon receipt of a child's proof of age, the Employer shall pay to each Employee who has one or more children under the age of twelve (12), sixty dollars (\$60) per month per child to help defray the cost of child care, retroactive to a maximum of three (3) months of benefits. An Employee on a personal leave of absence or on pregnancy/parental leave will not be entitled to receive this benefit.
- 20.02 All Employees, their spouses and dependent children are entitled to a 20% discount on all programs including residential camp.
- 20.03 Nothing in the above provisions shall give the employer the right to discriminate against job applicants because of the number of dependants they may have.

### **CUPE Local 2316 and Children's Aid Society of Toronto**

Where an employee is required to perform unscheduled overtime work of an emergency nature and as a direct result incurs legitimate out-of-pocket expenses arising out of the care of the employee's dependents, the Society will reimburse the employee for such expenses provided they are reasonable and the employee obtains supervisory approval, in writing if required, within two (2) working days following the date on which the expenses were incurred.

The Society agrees to meet with the Union during the terms of this Agreement to discuss child care and elder care workplace initiatives that may be mutually agreed upon between the parties that do not conflict with any terms of the Collective Agreement.



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**CUPE Local 1500 (FTQ) and Hydro-Quebec et le Syndicat des employes de metiers  
d'Hydro-Quebec**

Article 11 -Committees

11.03 Child Care Committee

- a) At the provincial level, a committee shall be established consisting of three (3) employees in active service selected by the CUPE locals and three (3) representatives of Management.
- b) The purpose of this committee shall be to discuss any matters relating to the establishment of child care centres.
- c) It shall meet upon request in writing from either of the parties, which shall submit in advance the proposed agenda and the names of its representatives. Barring special circumstances, the committee shall meet within fourteen (14) days of any request.

**CANADA POST CORPORATION AND CANADIAN UNION OF POSTAL WORKERS  
(expiry Jan 31, 2016)**

APPENDIX "L"

CHILD CARE FUND

1. The Corporation and the Union recognize the need for good quality affordable child care services for all employees and the need to provide employees with support in their child care responsibilities. Consequently, the Corporation agrees to contribute to a Child Care Fund (the Fund) and the Union agrees to administer this Fund in accordance with the following provisions.
2. The Fund is used exclusively for the following purposes:
  - (a) develop materials, and support community, child care and disability organizations to provide information and resources to CUPW members on child care and other related support;
  - (b) conduct analyses and research to assess child care and other related support needs and the methods used to meet these needs;
  - (c) establish or assist in establishing child care facilities and oversee their operation;
  - (d) pay subsidies for child care services and other related support;
  - (e) reach agreements with child care facilities or other institutions to provide or facilitate supports;
  - (f) hire staff or reimburse the salary of bargaining unit employees on Union leave for the above-mentioned purposes.



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3. In principle, only those employees in the bargaining unit, their children, their grandchildren for whom the employee provides the primary financial and residential support and their adult children with special needs who are dependant on their parents for care shall be covered by the Fund.

However, insofar as other places remain available, they are offered by preference to other employees of the Corporation and their children, but the Fund shall not assume the costs of these services.

4. The Trust Fund that is already established to receive the monies from the Corporation shall be maintained. Withdrawals or cheques drawn on this account shall require the signature of two (2) persons specifically designated for this purpose by the Union. This requirement shall be reproduced in the banking arrangement documents between the financial institution and the Union.
5. Starting April 1<sup>st</sup>, 2007, the Corporation shall deposit in the Trust Fund the amount of three hundred and six thousand dollars (\$306,000) within fifteen (15) days after receiving the applicable quarterly financial statements of the Fund from the Union.
6. Starting April 1<sup>st</sup>, 2008, the Corporation shall deposit in the Trust Fund the amount of three hundred and twelve thousand dollars (\$312,000) within fifteen (15) days after receiving the applicable quarterly financial statements of the Fund from the Union.
7. Starting April 1<sup>st</sup>, 2009, the Corporation shall deposit in the Trust Fund the amount of three hundred and eighteen thousand dollars (\$318,000) within fifteen (15) days after receiving the applicable quarterly financial statements of the Fund from the Union.
8. Starting April 1<sup>st</sup>, 2010, the Corporation shall deposit in the Trust Fund the amount of three hundred and twenty four thousand dollars (\$324,000) within fifteen (15) days after receiving the applicable quarterly financial statements of the Fund from the Union.
9. Subject to paragraph 10 below, the Corporation shall also deposit in the Trust Fund, within fifteen (15) days after the Corporation's Annual Report is tabled in the House of Commons, an amount equal to five tenths (5/10) of one percent (1%) of the Income from Operations from the Canada Post Corporation Unconsolidated Statement of Income. The Canada Post Corporation Unconsolidated Statement of Income will be provided to the Union at the same time as the Union receives the Annual Report.
10. Starting April 1<sup>st</sup>, 2008, the sum of the amounts deposited in the Fund under paragraphs 6, 7, 8 and 9 shall not exceed two million five hundred thousand dollars (\$2,500,000) in any fiscal year.





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11. At no time shall the Fund balance exceed two million five hundred thousand dollars (\$2,500,000). Should a quarterly payment or an annual payment cause the Fund to exceed two million five hundred thousand dollars (\$2,500,000) then that payment shall be reduced such that the payment plus the Fund balance prior to the payment shall not exceed two million five hundred thousand dollars (\$2,500,000). If within sixty (60) days subsequent to the date of the reduced payment, the Fund balance is reduced as a result of normal disbursements consistent with the mandate of the Fund then all, or a portion, of the funds withheld shall be paid such that the Fund balance is reinstated to a maximum of two million five hundred thousand dollars (\$2,500,000). After sixty (60) days, the amount of the funds withheld shall no longer be available.
12. All interest income shall accrue to the Fund.
13. The Union shall maintain financial records of monies received by and monies disbursed from the Fund. The Union shall ensure that arrangements are made to have all financial records and transactions audited by a firm of chartered accountants. The Corporation shall be authorized to question the specifics of an expenditure and the Union shall ensure that all disbursements from the Fund conform to the purpose described in paragraph 2 above, failing which all obligations under this appendix shall terminate.
14. Within thirty (30) days of the end of the Fund accounting year, the Union shall provide the Corporation with an audited financial statement certifying that all expenditures made from the Fund were in accordance with the purpose of the Fund and used exclusively for such purpose. At the request of the Corporation, the Union shall meet at the end of the accounting year with the Corporation to provide a report on the completed and ongoing projects of the Fund.
15. The Union agrees to add the following sentence to any document that is distributed describing the Fund: “The Child Care Fund is administered by the Canadian Union of Postal Workers and financed by the Canada Post Corporation.”



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### Checklist

1. Does the collective agreement provide for a child care subsidy or a workplace child care centre? For establishment of a new child care facility or for the purchase of spaces in existing child care centres?
2. Is payment based on a flat rate, or a percentage of the cost of child care, or is it scaled to employee (or family) income?
3. Are payments made directly to employees, or to a fund administered by a joint committee?
4. Has provision been made for spousal job sharing, flexible working hours, voluntary overtime, and limitations on shift work?
5. Does your agreement recognize the importance of providing child care arrangements to workers and their children?
6. Does it allow for the establishment of a worksite child care facility?
7. Are employer-funded financial assistance or subsidies available for licensed, non-profit child care in the community?
8. Is there an employer-paid fund available to help families who have children with disabilities?
9. Is there paid leave for child care responsibilities?
10. Are there shorter and/or flexible work hours to allow for child care responsibilities?
11. Does the agreement provide for the establishment of a Joint Child Care Committee to analyze members' needs and discuss solutions?

### Sources

Sack, Jeffrey and Poskanzer, Ethan. Contract Clauses: Collective Agreement Language in Canada. 3<sup>rd</sup> edition. Lancaster House.

CUPE. Bargaining Equality.