

COLLECTIVE AGREEMENT

between

**CITY VIEW CENTRE FOR CHILD AND FAMILY
SERVICES**

(Hereinafter referred to as "the Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2204-16**

(Hereinafter referred to as "the Union")

April 1, 2022 to March 31, 2025

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ARTICLE 1 – PREAMBLE

1.01 Each party to this agreement seeks to:

- 1) Maintain and improve relationships and conditions of employment established between the Employer and the Union;
- 2) Acknowledge the value of joint discussion and negotiations for each party to this agreement regarding any questions about working conditions, conditions of employment, years of service, etc.;
- 3) Ensure harmonious and efficient operation of the Centre and provide excellent service to the children and their families;
- 4) Promote the good morale, well-being and safety of all member/ employees of the bargaining unit;
- 5) Provide for prompt and peaceful resolution of any dispute arising between bargaining unit employees and the Employer;
- 6) Foster mutual respect between each party to the Agreement.

1.02 Whenever “they,” along with its inflected forms “them,” “their,” “theirs,” “themselves,” and “themselves” are used in this Collective Agreement, it shall be considered to be used in the singular form to refer to an individual where the context so requires.

1.03 Whenever the singular is used in this Collective Agreement, it shall be considered as if the plural has been used where the context so requires.

ARTICLE 2 – DEFINITIONS

2.01 Definitions of Employees

- (a) A “full-time employee” shall be defined as a permanent employee who is regularly and continuously scheduled to work more than twenty-eight (28) hours on a weekly basis, and who makes a commitment to the Employer to be available for work on a pre-determined basis and whose hours of work are scheduled in accordance with a pre-determined schedule.
- (b) A “part-time employee” shall be defined as a permanent employee who is regularly and continuously scheduled to work twenty-eight (28) hours or less on a weekly basis.

- (c) A "temporary employee" shall be defined as an employee hired for a specific term to replace an employee on an approved leave of absence or to accomplish specific work of a non-recurring nature. A permanent part-time or full-time employee occupying a temporary position shall continue to have all the rights and privileges of the collective agreement, and shall be returned to their former position upon the end of the temporary position. An employee occupying a temporary position who is not a permanent part-time or full-time employee shall not be covered by the layoff and recall provisions of the Collective Agreement.

For greater certainty, the early termination of a temporary position shall not be subject to the grievance or arbitration process.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The Union acknowledges and agrees that the rights and prerogatives of management are exercised exclusively by the Employer and shall remain so, except as specifically limited by a provision in this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees. The Employer will prepare a written copy of the rules and regulations and provide it to the President of the Local;
- (b) select and hire employees; transfer, classify, lay-off, recall, promote, and assign employees to shift; discipline (including demotion) and dismiss employees for just cause in accordance with this Agreement; arrange, operate and manage its activities;
- (c) determine, in the interest of efficient operation and highest standards of service, the hours of work, scheduling, work assignments, methods of doing the work, procedures, programs and the working establishment for the service and the location of work;
- (d) generally, to manage the operation of the Centre, and, without restricting the generality of the foregoing, to determine the number of personnel required, the services to be performed, the hours of work, work assignments, and the methods, procedures and equipment in connection therewith;

- (e) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

3.02 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not perform duties regularly performed by employees in the bargaining unit where doing so would result in the layoff or reduction in regular hours of any bargaining unit employee. For greater certainty, this clause shall not apply where the work is performed for purposes of instruction, experimentation or emergencies.

3.03 Contracting Out

The Employer will not contract out any work regularly performed by members of the bargaining unit to a contractor or subcontractor, where doing so would result in the layoff or reduction in regular hours of any bargaining unit employee.

ARTICLE 4 – RECOGNITION

4.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees (CUPE) and its Local Union 2204-16 as the sole and exclusive bargaining agent for all employees of the City View Centre for Child and Family Services, in the City of Ottawa, save and except AP Clerk, Supply Staff, supervisors and persons above the rank of supervisor.

4.02 Union Members

As a condition of employment, all employees covered by the Collective Agreement must become members of the Union. Upon hiring a new employee, the Employer shall notify the employee of the existence of the Collective Agreement and provide them with a copy.

- 4.03 The Employer shall provide a copy of the policies and procedures and any subsequent amendment to employees, and the employees will acknowledge receipt of same. The Employer will also provide a copy to the Union, and the Union will acknowledge receipt of same. In July of each year the Employer will provide all employees and the Union with a current copy of the Group Insurance Benefits Booklet.

4.04 The Employer will release a Steward for a maximum of fifteen (15) minutes in order to familiarise each newly hired employee with the Union. In addition, the Union will provide the new employee with an up-to-date list of union representatives, including their contact details. These meetings may occur individually or in a group with newly hired employees and the Employer shall provide space. Where the meeting occurs with more than one (1) employee at once, the Employer will release the Steward for up to thirty (30) minutes for the meeting.

4.05 No Other Agreement

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement without the written consent of the Employer, the employee and of the Local Union.

ARTICLE 5 – DEDUCTION OF UNION DUES

5.01 The Employer shall deduct from the pay of every member of the bargaining unit monthly dues and special assessments in accordance with the Local Union's Constitution and By-Laws. If there is a change in the deduction, the Union must give an official written notice at least thirty (30) calendar days before the pay date on which the deduction of the new union dues must start.

5.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the National Union on or before the thirtieth (30th) day of the month after the monthly deductions are made, accompanied by a list showing the names of all employees from whose wages the deductions have been made, the hourly rate, and number of hours worked and the amount of the deductions.

5.03 The Employer shall print on T4 slips the total amount of deductions paid by each employee during the previous calendar year for income tax purposes.

5.04 The Union and its members agree to indemnify and save the Employer harmless with respect to any and all claims or other forms of liability that the Employer may incur resulting from deductions and remittances made in accordance with this Article.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 Pursuant to the provisions of the Ontario *Human Rights Code*, as amended from time to time, the Employer and the Union agree that there shall be no discrimination against any employee, by either the Employer or the Union, in respect of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, membership or participation in the trade union, or any other ground which may be added to the *Code*, as amended from time to time.
- 6.02 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. The Employer and the Union are committed to maintaining a harassment-free workplace. The Employer agrees to maintain in force policies and procedures regarding workplace harassment, pursuant to the *Human Rights Code* and the *Occupational Health and Safety Act*.
- 6.03 The Employer shall forward copies of all correspondence between the Employer and any member of the bargaining unit, including Stewards, pertaining to the application or interpretation of the collective agreement, to a representative of CUPE Local 2204 by e-mail.
- 6.04 Included with the Seniority list provided, the Employer will provide to the Union, the following information on January 31st and June 1st of each year:

The name, mailing address, contact phone number, classification and personal email (if available) of each employee. Employer shall maintain and send the seniority list to the Union.

ARTICLE 7 – STRIKE OR LOCK-OUT

- 7.01 The Union agrees that there shall be no strikes, shutdowns, slow-downs, stoppages of work and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario *Labour Relations Act*, as amended from time to time. Any employee participating in an illegal strike, shutdown, slow-down, or stoppage of work will be subject to discipline up to and including discharge.

ARTICLE 8 – UNION REPRESENTATION, COMMITTEES AND STEWARDS

8.01 Union Activity on Premises

The Union agrees that neither it, nor its officers, agents, representatives or members will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer's premises or the Employer's time without the prior approval of the Employer except as specifically provided for in this Agreement. The above shall not be understood to prevent employees from discussing union business during their breaks or mealtimes.

8.02 The Employer will recognize the Committee Members and Stewards as representatives of the Union, as set out below.

8.03 All Committee Members and Stewards shall have completed their probationary period.

8.04 The Union shall keep the Employer notified in writing of the names and positions of the Committee members and Stewards, and the Employer shall not be required to recognize any Committee members or Stewards until it has been so notified.

8.05 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representative of the Employer. The parties agree that the Union may select more than two (2) representatives to the Labour Management Committee, and shall notify the Employer of the names of all of the representatives, but only two (2) Union representatives shall attend Committee Meetings. The Union shall ensure that the representatives who attend Committee Meetings are knowledgeable about the program which is proposed to be discussed.

A request for a meeting hereunder will be made in writing, a minimum of one week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Collective Agreement.

Time spent at Labour Management Committee meetings shall be considered time worked at the appropriate rate of pay.

8.06 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee composed of three (3) employees whose role is to negotiate toward the renewal or amendment of the Collective Agreement. The Union shall keep the Employer notified in writing of the names of the members of its Negotiating Committee. Any time spent absent from regular duties in the course of negotiations shall be without loss of pay.

The Union will reimburse the Employer for wages and benefit costs in respect of the time the Negotiating Committee members spend absent from regular duties within thirty (30) days of receiving an invoice from the Employer. For days on which the parties are meeting in negotiations, the Employer will invoice the Union only for the costs in wages and benefits, if any, which are required to replace Negotiating Committee members who attend bargaining.

8.07 Union Stewards

The Employer agrees to recognize four (4) stewards from the bargaining unit, to be selected by the Union. One (1) steward shall be appointed Chief Steward. The Stewards shall be responsible for representing employees in the bargaining unit and dealing with complaints or grievances pursuant to the provisions of this Collective Agreement. The Union recognizes that the stewards must continue to assume their normal functions and that, to the extent where possible, all union activities of the stewards will take place outside normal business hours, except in circumstances mutually agreed to with the Employer.

Where Stewards are required to attend grievance meetings or other meetings scheduled by the Employer during their regular hours of work, they shall provide as much notice to their supervisor as possible, and upon receiving such notice, their supervisor shall release them from their regular duties, provided that doing so would not prejudice the Centre's operational needs or the wellbeing of the children in the Centre's care.

8.08 The Local has the right at any time to call upon a Local Union executive and/or a representative of the Canadian Union of Public Employees, when it is dealing or negotiating with the Employer. The authorized representative may, with authorization from the Employer, and following advance notice, visit the workplace.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s), or the Union regarding

the interpretation, application, or administration of this Agreement including any question as to whether a matter is arbitrable or whether a violation of this Agreement is alleged.

9.02 Grievance Procedure

An earnest effort shall be made to settle any complaints fairly and promptly in the following manner:

Step 1 – Verbal - Complaint Stage

It is understood that an employee has no grievance until they have first given their Program Manager or designate the opportunity of adjusting their complaint. The complaint shall be discussed with the employee's Program Manager or designate within fifteen (15) working days of the incident giving rise to the complaint.

Step 2 - Written Grievance

Failing satisfactory informal settlement at the complaint stage, the employee(s) may file a grievance with the Executive Director or designate in writing, outlining the nature of the dispute, the relevant provisions of the Collective Agreement that are allegedly breached within ten (10) working days of receiving response of the Program Manager or designate.

The Executive Director or designate shall schedule a meeting with the employee and the Chief Steward or their designate within ten (10) working days of the date on which the grievance is received.

The Executive Director or designate shall provide a response in writing to the employee and the Chief Steward or designate within ten (10) working days after receipt of the complaint.

Step 3 - Arbitration Procedure

Failing settlement of the grievance at Step 2, either party may notify the other in writing of their desire to refer the matter to arbitration no later than fifteen (15) working days after the written decision at Step 2 has been provided and in accordance with Article 11. If no written request for arbitration is received within fifteen (15) working days, the matter shall be deemed to have been abandoned.

9.03 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the matter shall proceed directly to Step 2 of this Article.

9.04 Employer May Initiate Grievances

The Employer may file a grievance within ten (10) working days of the circumstances giving rise to the grievance, by forwarding the grievance in writing to the President of the Local with a copy to the Chief Steward. The President of the Local and the Chief Steward shall arrange a meeting within ten (10) working days of the date on which the grievance is received. Failing settlement of the grievance at the meeting, the Union shall provide a reply in writing within ten (10) working days of the meeting. The Employer may refer the matter to arbitration in accordance with the provisions of Step 3 of the Grievance Procedure, above, and Article 11, below.

9.05 All agreements reached between the Employer and the Union during the grievance procedure will be final and binding upon the Employer and the Union and the employees.

ARTICLE 10 – ARBITRATION

10.01 Appointment of Sole Arbitrator

Where either party notifies the other of their request to refer a grievance to arbitration, that party shall include with their written request the names of three (3) possible Arbitrators to be appointed as a sole Arbitrator. Failing agreement on an Arbitrator, either party may request the Minister of Labour for the Province of Ontario to make an appointment of a sole Arbitrator, as set out in the Ontario *Labour Relations Act*, as amended from time to time.

The parties agree that any Arbitrator appointed pursuant to the provisions of ss. 48 or 49 of the Ontario *Labour Relations Act*, as amended from time to time, shall be bound by the requirements of the grievance and arbitration procedure set forth in this Agreement.

10.02 Mandate of the Arbitrator

No matter may proceed to arbitration which has not first been carried through all of the steps of the grievance procedure. The jurisdiction of the Arbitrator is limited to the grievance itself and to the interpretation and application of the Collective Agreement. The Arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement.

10.03 Decision of the Arbitrator

The decision of the Arbitrator is final and binding upon the parties, however the Arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement or any of its provisions.

10.04 Expenses of Sole Arbitrator

Each of the parties to this Collective Agreement will share equally the fees and disbursements of the Arbitrator.

10.05 Restriction on Arbitrator

No person shall act as Arbitrator who has been involved in attempts to settle the grievance, unless otherwise agreed in writing by the parties.

ARTICLE 11 – DISCIPLINE AND ACCESS TO FILE

11.01 Reference to Past Discipline

Any letter of reprimand, suspension, discipline or any other sanction shall be removed from the record of the employee eighteen (18) months following the receipt of letter provided the employee has not received further discipline during that time.

The parties mutually agree that discipline imposed in respect of neglect or abuse of a child, or in respect of negligence which places the safety of a child in jeopardy, shall remain on an employees file sixty (60) months. If a grievance is filed in respect of discipline imposed, an arbitrator shall have jurisdiction to determine whether the conduct for which discipline was imposed constitutes neglect, abuse, or negligence.

11.02 Right to Union Representation

When the Employer imposes discipline on an employee, a written record of that discipline will be provided to the employee and to the Union.

Employees have the right to the assistance of a Union representative at any meeting where discipline is to be imposed. Employees will be notified beforehand where discipline is to be imposed to permit them to communicate with a union representative so that they may be present at the meeting. The Employer will make reasonable efforts to schedule disciplinary meetings for a

time when a Union representative can be available, however no disciplinary meeting shall be unreasonably delayed as a result of the unavailability of a Union representative.

When an employee waives the right to Union Representation at the meeting, the employee will complete and sign a waiver which will be provided to the Union Representative.

11.03 Access to Employee File

Copies of the letters in the employee's file shall be provided to the employee and the Union. Upon a minimum of one (1) week notice to the Executive Director or their designate, each employee shall have the right to review their own Employee file in the presence of the Director at a mutually satisfactory time.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined

"Seniority" shall be defined as the duration of continuous service in the bargaining unit from the last date of hire. This includes continuous service with the Employer prior to certification of the Union. Seniority is the main criteria that governs vacation periods, transfers, lay-offs, and recalls. Seniority shall operate on a bargaining unit-wide basis.

12.02 Seniority List

The Employer shall maintain an updated seniority list on its shared drive, which shall be accessible to all employees.

The Employer shall provide to the Union an up to date copy of the Seniority List on January 31st of each year. The Union shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported in such thirty (30) day period, the seniority list shall be accepted as correct for all employees.

When two (2) or more employees have the same date of hire, the employee with the earliest date of birth shall have the most seniority.

12.03 Seniority Accumulation- Part-time

Part-time employees will accumulate seniority on the basis of hours worked from last date of hire, with fifteen hundred (1500) hours worked representing one (1) year of continuous service. A part-time employee shall not accumulate in excess of one (1) year of continuous service in any calendar year.

12.04 Probationary Period

A new full-time employee shall be considered to be on probation until they have completed six (6) months of active, continuous service. A new part-time employee shall be considered to be on probation until they have completed the lesser of seven hundred and fifty (750) hours of work or twelve (12) calendar months of active continuous service from their date of hire. After completion of the probationary period, seniority shall be calculated from the date of hire. The probationary period shall be extended for a period equal to the duration of any leave of absence taken during the probationary period.

Within three (3) months of hire, or within four hundred and seventy-five (475) hours of work in the case of a part-time employee, a probationary employee shall be provided with an evaluation of their performance to date, which shall bring to their attention any concerns to date which may lead to the termination of their employment. This shall not prevent the Employer from relying on issues which arise after this evaluation in terminating a probationary employee.

It is agreed that the release of an employee during the probationary period shall not be subject to the standard of just cause, and that the Employer is free to release an employee on probation, so long as the decision to do so is not arbitrary, discriminatory, or in bad faith.

12.05 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed terminated if they:

- (a) are terminated and not reinstated through the grievance or arbitration procedure;
- (b) resign without retracting it within a period of forty-eight (48) hours;
- (c) retire;
- (d) have been laid off and fails to return to work within seven (7) calendar days following the recall by the Employer. The Employer shall notify the employee through registered mail addressed to the last address on the Employer's records. It is the responsibility of the Employee to keep the Employer informed of any changes in address;
- (e) are absent from work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing the Employer a satisfactory reason;
- (f) have been laid off for twelve (12) months;

- (g) fail to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted; or
- (h) are absent due to illness or disability for a period of thirty (30) months.

12.06 Effect of Authorized Absence

- (a) During an authorized unpaid leave exceeding thirty (30) consecutive days, save and except maternity or parental leave, an employee will cease to accrue service and seniority for all purposes under this Collective Agreement.
- (b) In addition, after sixty (60) days of authorized unpaid leave, the employee will become responsible for full payment of any subsidized group insurance in which they are participating for the period of absence, save and except for maternity or parental leave, in which case the Employer will continue to pay its share of the premiums for twelve (12) months (or up to eighteen (18) months where an employee elects to take an extended leave pursuant to the *Employment Standards Act, 2000*, as amended) provided that the Employee pays their share. Employees who wish to waive benefit coverage during their maternity or parental leave must so advise the Employer in writing within thirty (30) days of commencement of the leave.

ARTICLE 13 – JOB POSTING AND SELECTION

- 13.01 In all cases of promotion, transfer or filling vacancies or new positions within the bargaining unit, the Employer will award the position to the employee with the greatest seniority, who possesses the required skills, ability, experience and qualifications. It is understood that the Employer has the discretion to determine the skills, ability, experience and qualifications necessary for the position.
- 13.02 When the Employer decides to fill a vacancy in accordance with this Article, such position shall be posted for seven (7) consecutive calendar days. Applications for the position shall be submitted in writing to the Program Manager within that timeframe. Selection shall be carried out in accordance with this Article.

The Employer may post a permanent vacancy for applications by external candidates at the same time as the position is posted internally, but shall consider applications from individuals outside the bargaining unit only if no candidates are identified within the bargaining unit who:

- a) Apply for the position, and
- b) Possess the skills, ability, experience and qualifications necessary for the job.

13.03 The Employer may fill temporary vacancies of up to nine (9) months in its discretion, and need not follow the job posting process in this article. If the Employer decides to fill a temporary vacancy of more than nine (9) months in duration, the temporary vacancy will be posted in accordance with this Article. No employee may hold a temporary position(s) for more than nine (9) months without the position being posted and filled in accordance with the job posting provisions.

13.04 Job postings shall stipulate the classification, skills, ability, experience and qualifications required for the position, the rate of pay, the department and shift, and a copy shall be provided to the Union at the time of posting.

13.05 Trial Period

The successful applicant of a job posting shall be allowed a trial period of up to four (4) months, during which the Employer will determine if the employee can satisfactorily perform the job. During this period, the employee shall be permitted to voluntarily return to their former position or, if the Employer determines that the employee is unable to perform the duties of the position, may be returned by the Employer to their former position without loss of seniority and at the wage or salary rate of their former position.

It is understood that the Employer has the sole discretion to end the trial period at any time.

Within two (2) months of hire, or within four hundred and seventy-five (475) hours of work in the case of a part-time employee, an employee serving the Trial Period shall be provided with an evaluation of their performance to date, which shall bring to their attention any concerns to date which may lead an unsuccessful trial of the position. This shall not prevent either party from relying on issues which arise after this evaluation in terminating the Trial Period.

13.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

ARTICLE 14 – LAY-OFF AND RECALL

14.01 Layoff Notice

In the event of a lay-off of a permanent or long-term nature, the Employer shall provide affected employees with advance notice of at least fifteen (15) working days' notice or pay in lieu thereof. Where the *Employment Standards Act, 2000*, as amended, provides for a greater entitlement to notice or pay in lieu thereof, the Employer shall comply with that *Act*.

14.02 Lay-off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their department (Daycare, Home Child Care, EarlyON Centre Operations), provided that there remain on the job employees who have the skill, ability and qualifications required to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority in the same or a lower paying classification in the bargaining unit, provided that the employee affected by the lay-off possesses the required skills, ability, experience and qualifications for the position. The employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) calendar days after receiving the notice of lay-off. If the employee does not provide notice of an intention to displace within seven (7) calendar days, they will be deemed to have accepted the layoff.

14.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening in the bargaining unit in order of seniority, provided they have the skills, ability, experience and qualifications required to perform the work.
- (b) An employee who is subject to a lay-off is solely responsible to notify the Employer of their intention to return to work within seven (7) calendar days after receiving the notice of recall through registered mail to the last address on the records of the Employer (which notification shall be deemed to have been received on the second day following the day of mailing), and to return to work within seven (7) calendar days after having

received the notice. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

An employee who is laid off shall retain recall rights for a period of twelve (12) months from the date of lay-off. If the employee is not recalled within twelve (12) months, they shall lose their seniority and their employment shall be deemed to be terminated pursuant to Article 13 of this Agreement.

14.04 No New Employees

No new employees covered under the collective agreement shall be hired until laid off employees, who retain a right to be recalled and have the necessary skill, ability, experience and qualifications to perform the work have been given an opportunity of recall in accordance with the provisions of Clause 14.03

14.05 Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK

15.01 The following provisions are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or days of work per week.

Hours of work for all staff will normally be scheduled between 6:30 AM and 6:30 PM. However, it is agreed that the Employer may occasionally vary an employee's hours of work to accommodate evening or weekend work in response to the Employer's operational needs.

If the Employer determines that it is necessary to introduce regular evening, night or weekend shifts, existing employees at the time of such introduction will not be reassigned to the new shifts without the agreement of the employee and the Union.

Notwithstanding the above paragraph, hours in the EarlyON Program may vary, and may include evening or weekend shifts.

15.02 Normal Hours of Work

- (a) The normal hours of work for full-time employees shall be as follows:
- 1) In the Daycare Program: thirty-seven and one half (37.5) hours paid per week, seven and one half (7.5) hours paid per day; and
 - 2) In the Home Child Care Program and Operations Department: thirty-five (35) hours paid per week, seven (7) hours paid per day.
 - 3) In the EarlyON Program, thirty-five (35) hrs per week, five (5) to nine (9) hours paid per day.
 - 4) In the Flexible Care Program, thirty-seven and one half (37.5) hours paid per week, seven and one half (7.5) hours paid per day, subject to the Letter of Understanding regarding the Flexible Care Program.
 - 5) No Full-time employee shall be required to work a split shift

If employees in the Daycare are sent home early as a result of the Employer's decision to close the Daycare earlier than expected, employees will still be paid their normal wages for their scheduled hours for that workday.

- (b) The normal hours of work for part-time employees shall be twenty-eight (28) hours paid per week or less. Hours, days and shifts for part-time employees will be determined at the discretion of the Employer.

15.03 Meal and Rest Periods

- (a) An unpaid meal period of sixty (60) minutes in duration will be scheduled if an employee is required to work more than five (5) consecutive hours on their shift. Employees working a nine (9) hour shift may request to take breaks in two (2) thirty (30) minute periods. Granting of this request will be subject to operational requirements.
- (b) The Employer will schedule one paid fifteen (15) minute rest period in each shift longer than four (4) hours.
- (c) Mandatory staff meetings shall not be scheduled as to interfere with an employee's meal or rest period.
- (d) The Employer will make best efforts to provide full-time employees in the Day Care Department with two (2) hours of non-contact time per pay period, subject to the Employer's operational requirements.
- (e) For the employee's in Home Child Care, their unpaid meal and their rest

period shall be taken when possible. The meal and rest periods cannot be taken at the beginning or the end of their shift.

15.04 Work Schedules

The Employer determines the work hours and schedule. The work schedule will be posted four (4) weeks in advance. As much notice as reasonably possible of any changes to the regular work schedule will be provided to the Union and the affected employees.

Notwithstanding the preceding, it is understood that the work schedule may be amended by the Employer in cases of, among others, sickness, to ensure respect for ratios or to ensure that qualified employees open or close the Daycare.

ARTICLE 16 – OVERTIME

16.01 Overtime

Employees must obtain prior written authorization from the Program Manager or designate before working additional hours in excess of their regular hours of work, except in cases of emergency.

Overtime pre-authorized by the Program Manager or designate shall be banked as time off in lieu at the employee's regular straight time hourly rate of pay, for all hours worked in excess of the employee's regular weekly hours of work, but less than forty (40) hours in a week.

Overtime in excess of forty (40) hours in a week shall be banked as time off in lieu at the rate of one and one-half times (1 ½) the employee's regular straight time hourly rate of pay.

16.02 Additional Rest Period

When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a paid rest period of fifteen (15) minutes duration.

16.03 Accumulation of Overtime

An employee can, during a given calendar year, accumulate banked overtime up to a maximum of ten (10) working days at the employee's regular time hourly rate of pay which they will be able to take as time off in lieu of overtime.

16.04 Cumulative Payments

No pyramiding of premium rates, cumulative payment, duplication of benefits, or overtime rates shall be authorized.

ARTICLE 17 – PUBLIC HOLIDAYS

- 17.01 Employees shall be entitled to the following public holidays in accordance with the qualifying terms and conditions as set out in the Ontario *Employment Standards Act*, as amended from time to time.

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

In order to qualify for a paid holiday, an employee must work their full scheduled shift on each of the working days immediately preceding and following the holiday unless the employee has reasonable cause not to do so.

- 17.02 Employees who work on a public holiday shall receive their regular wages for the day, plus a day off in lieu of the public holiday.
- 17.03 Employees shall be entitled to a day off in respect of Remembrance Day. Employees who are scheduled to work Remembrance Day will be provided with a day off in lieu of Remembrance Day, provided that they actually work on Remembrance Day, unless they have reasonable cause not to do so. Employees may exchange their day off in respect of Remembrance Day with a day off for religious or cultural holiday of their choice. Employees who wish to so exchange this holiday must advise the Employer as early as possible, and in the case of holidays with a fixed annual date, by no later than March 31 of the year in which the holiday falls.
- 17.04 When a public holiday falls on a Saturday or Sunday, the Employer will substitute the public holiday to the working day immediately preceding or following the weekend.

ARTICLE 18 – VACATION

- 18.01 Full time employees shall accumulate vacation with pay in accordance with years of continuous service as follows:

Service	Vacation
Less than two (2) years	0.834 days for each completed month of service, to a maximum of ten (10) days per year.
Greater than two (2) years but less than four (4) years	Fifteen (15) days per year.
Greater than four (4) years but less than fifteen (15) years	Twenty (20) days per year.
Greater than fifteen (15) years	Twenty-five (25) days per year.

Part-time employees accumulate vacation in accordance with the above table, prorated to their actual regular hours of work.

Temporary employees shall receive vacation pay on each pay cheque in the amount of four percent (4%) of gross wages. If temporary employees would be entitled to a greater amount of vacation pay pursuant to the *Employment Standards Act, 2000*, as amended, they will receive their entitlements under the *Employment Standards Act, 2000*.

18.02 Vacation Scheduling

Employees must submit their vacation requests in writing to their Program Manager by March 31st for annual leave they intend to take for the period between April 1st and December 31st. The vacation calendar for this period is determined by the Employer by reference to seniority within the program, subject to operational requirements of the Centre. The vacation calendar for this period shall be posted at the latest on May 1st of each year and shall only be modified if mutual agreement is reached between the employee and the Employer.

Employees must submit their vacation requests in writing to their Program Manager by November 1st of the previous year for annual leave they intend to take for the period between January 1st and March 31st. The vacation calendar for this period is determined by the Employer by reference to seniority within the program, subject to operational requirements of the Centre. The vacation calendar for this period shall be posted at the latest on December 1st of the previous year and shall only be modified if mutual agreement is reached between the employee and the Employer.

Requests for vacation made after March 31st for the period of April 1st to December 31st, or after November 1st of the previous year for the period January 1st to March 31st will be considered on a first come first serve basis in the Employer's discretion, and subject to operational requirements.

Full weeks of vacation shall be used and employees cannot use more than five (5) consecutive weeks at a time.

Single vacation days can be granted at the discretion of the Program Manager or designate, and subject to operational requirements.

18.03 Vacation Carry-Over

Employees shall be allowed to carry a maximum of ten (10) days of vacation for use in the following year. Any vacation carried over from the previous year must be used by the end of the current year. No employee may carry over more than ten (10) days without the express written approval of the Executive Director.

18.04 Vacation Pay on Termination

All vacation days earned but unused will be paid to the employee upon termination of employment for any reason. Conversely, it is agreed that used but unearned vacation days shall be deducted from the employee's last pay.

18.05 Probationary Employees

Vacation shall be earned but cannot be taken during an employee's probationary period.

18.06 Borrowing of Vacation Days

Subject to the approval of their Program Manager, an employee may borrow up to a maximum of four (4) vacation days before they are accrued, as long as doing so would not leave the employee in a negative vacation balance at December 31st of the calendar year.

ARTICLE 19 – SICK LEAVE

19.01 Accrual

Full-time employees who have completed their probationary period shall be entitled to a maximum of twelve (12) days paid sick leave per year accumulated at the rate of one (1) day per completed month of employment.

Employees are entitled to use their carried over reserve unused sick days from previous year before new accumulation of the current year.

Part-time employees who have completed their probationary period shall be entitled to sick leave in accordance with the above, prorated to their regularly scheduled hours of work.

Employees who have completed their probationary period and are working an Extended Hours shift as defined in Article 15.02 shall be paid for their regularly scheduled hours when they take sick leave.

19.02 Authorized Unpaid Leave

Employees who are, for any reason, on authorized unpaid leave, shall not accumulate sick leave during their absence.

19.03 Proof of Illness

The Employer reserves the right to request a medical certificate for any absence(s) due to illness lasting longer than three (3) days or for the fifth and subsequent occurrence of absence in a calendar year.

The employer shall bear the reasonable cost of obtaining any medical certificate.

Employees are expected to cooperate in ensuring early and safe return to work and may be required to provide information from the treating physician which includes any workplace limitations, restrictions and prognosis for return to regular duties.

Employees may be required to cooperate in an independent medical examination and/or an independent evaluation of their functional abilities at the discretion of the Employer. The cost of such an independent examination shall be borne by the Employer.

19.04 Notification of Illness

Employees must notify the Employer, where possible, prior to the commencement of their scheduled shift in order to advise of any illness that prevents them from working.

19.05 Other Usage of Sick Leave

Employees shall be entitled to use their accumulated sick leave in cases where they are personally ill or injured and unable to attend work as a result, or where a family member is ill or injured, and requires the care of the employee. Where an employee uses sick leave to provide care to an ill or injured family member, they may be required to provide evidence satisfactory to the Employer of the family member's illness or injury.

Employees shall make every effort to schedule medical appointments on non-working hours. Where not possible, employees may use sick leave for the

purpose of attending medical appointments. Sick leave may be used in increments of minutes.

19.06 Emergency Leave

Employees' sick leave entitlements as set out in this Article are inclusive of the employee's entitlements to sick leave and family responsibility leave under the *Employment Standards Act* of Ontario, as amended from time to time. For greater certainty the parties agree that the sick leave entitlements set out in this article constitute a greater right or benefit as compared to the *Employment Standards Act* entitlements to sick leave and family responsibility leave.

19.07 Carry Over

A maximum of twelve (12) earned but unused days of sick leave may be carried over for use as a reserve in the next calendar year. Any days of sick leave which are so carried over in reserve are forfeited if unused by the end of the next calendar year.

19.08 No Payout of Sick Leave

An employee's sick leave entitlements under this Article have no cash value and shall not be paid out upon retirement, resignation or other termination of employment for any reason whatsoever.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Bereavement Leave

- (a) Employees shall be granted up to three (3) working days without loss of pay in the event of the death of the employee's spouse (including a common-law spouse) or child (including step-child), parent (including step-parent), sibling (including step-sibling), grandparent or grandchild, or mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt or uncle. Shifts scheduled for the employee during the three (3) days are paid to the employee.
- (b) When the funeral or the commemorative service is held at a distance of more than 400 km (round-trip), the Employer may grant an employee, upon request, an extension of the bereavement leave to a maximum of three (3) days, without pay, to allow the employee to attend.
- (c) Reasonable evidence of the need for bereavement leave may be requested at the discretion of the Executive Director.

20.02 Family Medical Leave

Family Medical Leave will be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

20.03 Pregnancy and Parental Leave

Pregnancy and Parental leave will be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

20.04 Jury Duty

The Employer shall grant a leave of absence without pay but without loss of seniority to an employee who is required to serve as a juror or is subpoenaed as a witness in any court proceeding.

20.05 Education Leave

An employee who wishes to undertake an approved course of work related studies that are available only during working hours may be granted educational leave without pay to attend classes, provided that it does not interfere with the operational requirements of the Centre. Approval of the educational leave must be obtained in writing from the Executive Director prior to enrolling in the course.

20.06 Unpaid Personal Leave

An employee who has been employed for at least three (3) years may apply for a personal leave of absence without pay, for a period of up to one (1) year. An employee is required to exhaust any banked time off in lieu of overtime and any accrued vacation before requesting a personal leave of absence.

Personal leaves of absence will be granted only for periods of two (2) weeks or longer. An employee may request no more than one (1) personal leave of absence in a two (2) year period.

Approval of personal leaves of absence will be in the sole discretion of the Employer. No leave of absence will be granted where it will prejudice the operations of the Centre. No leave of absence will be granted for the purpose of working for another employer, nor for the purpose of serving a sentence of incarceration.

20.07 Leave for Union Activities

This Article applies only to full-time and part-time employees who have completed their probationary period.

The Union may ask for up to twenty (20) days per calendar year to be distributed among the employees at the discretion of the Union. Such leave must be used for union business: i.e. a union committee, conference and meetings of the union executive. Approval of such leave is subject to the operational needs of the Employer and will not be unreasonably refused. Within thirty (30) days following a request from the Employer, the Union must reimburse the salary and benefits paid by the Employer during the period of the employee's absence.

This leave is in addition to the leave provided to the Negotiating Committee for the purposes of bargaining, as set out in Art. 8.06.

ARTICLE 21 – PAYMENT OF WAGES

21.01 The Employer shall pay salaries and wages by direct deposit every second (2nd) Thursday for each pay period ending on the Saturday preceding the pay day. Each employee will be provided with an itemized statement of their wages and deductions. Wages and increases are paid according to the salary range in effect for the various classifications in accordance with Appendix "A" attached hereto and forming part of this Agreement.

21.02 The Employer pays salaries to the employee by direct deposit at the financial institution account of the employee's choice. The Employer reserves the right to change the pay period, or other aspects of the manner of payment of wages at its sole discretion. If the employer makes such a change it will provide thirty (30) days' notice to the Union.

21.03 New Classification

When the Employer creates a new classification covered by the terms of this Agreement, it shall determine the hourly rate and notify the Union. If the Local challenges the rate, it can request to meet with the Employer to attempt to negotiate a mutually acceptable rate. The request shall be made within seven (7) days after receiving the notice regarding this new classification and salary. If the parties are unable to settle, either party may refer the matter to arbitration no later than fifteen (15) calendar days after the meeting and in accordance with this article. The decision of the Arbitrator is final and binding upon the parties.

ARTICLE 22 - GROUP INSURANCE

22.01 Full-time and part-time employees who have completed their probationary period and who meet eligibility criteria are eligible to participate in the Employer's group insurance plan. Part-time employees must regularly work a minimum of twenty (20) hours per week to participate in the Employer's group benefits plan. The

Employer shall pay fifty percent (50%) of the insurance premiums and eligible employees pay for the remaining fifty percent (50%), save and except in the case of Long Term Disability insurance ("LTD"), in which case employees are responsible for paying one hundred percent (100%) of the premium cost.

Vision care costs of \$250.00 and up to \$100.00 for eye exam will be reimbursed every 2 years as of the date of ratification of this agreement.

The Employer's sole responsibility shall be the payment of premiums as set out above. The insurer shall decide on any matter of eligibility, coverage or right to benefits under the terms of the plan, and the insurer's decision in this regard shall not be subject to the grievance or arbitration provisions of this Agreement.

The Employer shall provide to each employee a copy of the current benefit booklet for those benefits provided under this Article. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the plan and/or carrier. The Employer will not make a change to the plan and/or carrier which will result in employees receiving benefits at a level inferior to those provided as of March 31, 2019, without the agreement of the Union.

22.02 Employees absent on an authorized leave of absence may continue their benefits during their leave of absence, provided that they pay their portion of the premiums for the first sixty (60) days and both the Employer and the Employee's portion of the premiums after the first sixty (60) days of the leave. In the case of employees on maternity or parental leave under the *Employment Standards Act*, continuation of benefits will be in accordance with the provisions of that Act.

ARTICLE 23 – OCCUPATIONAL HEALTH AND SAFETY

23.01 Commitments from the Employer and the Union

The Employer and the Union acknowledge the need to maintain safety in the workplace in accordance with the provisions of the Ontario *Occupational Health and Safety Act*, as amended from time to time.

23.02 Health and Safety Committee

The Union shall appoint two (2) members representing workers to the Joint Health and Safety Committee, one of who will also be appointed by the Union as a co-chair of the Joint Health and Safety Committee. The duties of the certified members who represent workers will be in accordance with the Ontario Occupational Health and Safety Act. The Employer shall bear the costs of certifying the Union co-chair.

ARTICLE 24 – MISCELLANEOUS

24.01 College of Early Childhood Educators

Employees who are required, as a condition of employment, to be members in good standing of the College of Early Childhood Educators according to the *Early Childhood Educators Act* shall be reimbursed for the full cost of membership in the College.

Employees who *voluntarily* leave the employment of the Centre within the year shall repay the Centre, *on a pro rata basis*, for any membership fees paid in respect of the period after they leave employment of the Centre.

24.02 Mandatory Training and Affiliations

The Employer agrees to reimburse employees for all reasonable expenses incurred as a result of attending mandatory training as well as fees incurred as a result of mandatory affiliations.

Attendance at mandatory training shall be considered time worked at the appropriate rate of pay, save and except first-aid training.

24.03 Employees' Transportation

Employees who are authorised to use their vehicle shall be reimbursed at the rate of \$0.59/km.

24.04 Job Descriptions

The Employer undertakes to provide to the Union job descriptions for all classifications in the bargaining unit.

24.05 Copies of the Collective Agreement

The Employer and the Union want every employee to know the provisions of this Collective Agreement as well as the rights and duties that it involves for the employee. To this end, the Parties undertake to share the printing of a sufficient number of copies of this Agreement at fifty percent (50%).

ARTICLE 25 – GENERAL

25.01 Bulletin Board

The Employer will provide to the Union one (1) bulletin board on which to post notices which may be of interest to its members. All notices shall be consistent with the provisions of the Collective Agreement.

ARTICLE 26 – TERM AND BARGAINING

This Agreement is in effect from April 1, 2022, to March 31, 2025 inclusively and remains in effect from year to year thereafter, unless either party gives the other party a notice in writing not more than ninety (90) days, and not less than thirty (30) prior to the expiration of the Agreement.


During the life of this Agreement, any changes to the terms of this Agreement shall be by mutual agreement of the parties in writing.

- Wage – wage increases retroactive to April 1, 2022, except for the Educator, Untrained classification, which already received a 2.94% increase effective January 1, 2022. Wages increases for Educator, Untrained to be effective April 1, 2023.


IN WITNESS WHEREOF the Parties have signed this 1st day of May, 2023 in Ottawa, ONTARIO.

THE EMPLOYER

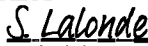
Signature: 
Nadine Amyotte (May 2, 2023 19:34 CDT)
Email: n.amyotte@cityviewcentre.ca

Signature: 
Diana Bourguignon (May 2, 2023 19:38 CDT)
Email: d.bourguignon@cityviewcentre.ca

Signature: 
Nina Dell (May 3, 2023 07:19 CDT)
Email: npdell@rogers.com

Signature: 
Kathy Yach (May 3, 2023 10:37 EDT)
Email: cityviewky@rogers.com

THE UNION

Signature: 
S. Lalonde (May 1, 2023 12:18 EDT)
Email: stlalonde@cupe.ca

Signature: 
Morgan Tape (May 1, 2023 13:25 EDT)
Email: morgan_t_72@hotmail.com

Signature: 
Nadia Khvorostian (May 1, 2023 19:59 EDT)
Email: newflp.bella@gmail.com

Signature: 
Email: cupe2204@gmail.com

APPENDIX A - WAGES

The Employer will apply in good faith for any enhancement grant funding which is or become available and will disburse such funding as is received in accordance with the guidance received from the Province and from the City of Ottawa.

The parties agree to provide the following economic increases to all classifications during the period of this Agreement:

Steps on wage grid to remain as presently drafted.

- a. Effective April 1, 2022, increase of 2.6%**
- b. Effective April 1, 2023, increase of 2.75%**
- c. Effective April 1, 2024, increase of 1.5%, with reopener as follows:**

If the Employer receives funding increases in respect of calendar year 2024 which can be applied to wages of greater than 1.5%, the Collective Agreement will be reopened on notice from either party solely with respect to the issue of wage increases payable effective April 1, 2024, and the parties will negotiate in good faith with respect to that issue.

EarlyON		April 1, 2022 Hourly Rate	April 1, 2023 Hourly Rate	April 1, 2024 Hourly Rate
Outreach Resource Worker	Probation	\$22.97	\$23.60	\$23.95
	Level I	\$24.67	\$25.35	\$25.73
	Level II	\$25.41	\$26.11	\$26.50
	Level III	\$26.17	\$26.89	\$27.30
Information and Referral	Probation	\$22.97	\$23.60	\$23.95
	Level I	\$24.67	\$25.35	\$25.73
	Level II	\$25.41	\$26.11	\$26.50
	Level III	\$26.17	\$26.89	\$27.30

Day Care		April 1, 2022 Hourly Rate	April 1, 2023 Hourly Rate	April 1, 2024 Hourly Rate
Educator (Untrained) (7.5 hours per day)	Probation	\$16.02	\$16.46	\$16.71
	Level I	\$16.50	\$16.96	\$17.21
	Level II	\$17.00	\$17.46	\$17.73
	Level III	\$17.50	\$17.98	\$18.25
Educator (7.5 hours per day)	Probation	\$19.59	\$20.13	\$20.43
	Level I	\$20.53	\$21.10	\$21.41
	Level II	\$21.15	\$21.73	\$22.06
	Level III	\$21.78	\$22.38	\$22.72
Head Educator (7.5 hours per day)	Probation	\$22.60	\$23.22	\$23.57
	Level I	\$23.28	\$23.92	\$24.28
	Level II	\$23.98	\$24.64	\$25.01
	Level III	\$24.70	\$25.38	\$25.76

Home Child Care		April 1, 2022 Hourly Rate	April 1, 2023 Hourly Rate	April 1, 2024 Hourly Rate
Child Care Advisor Less than 5 years experience	Probation	\$25.06	\$25.75	\$26.13
	Level I	\$25.86	\$26.57	\$26.97
	Level II	\$26.88	\$27.62	\$28.04
	Level III	\$27.84	\$28.61	\$29.04
Child Care Advisor More than 5 years experience	Probation	\$27.84	\$28.61	\$29.04
	Level I	\$29.33	\$30.13	\$30.58
	Level II	\$30.20	\$31.04	\$31.50
	Level III	\$31.11	\$31.97	\$32.45
Office Administrator	Probation	\$23.47	\$24.11	\$24.47
	Level I	\$25.21	\$25.90	\$26.29
	Level II	\$25.96	\$26.68	\$27.08
	Level III	\$26.74	\$27.48	\$27.89

Operations Department		April 1, 2022 Hourly Rate	April 1, 2023 Hourly Rate	April 1, 2024 Hourly Rate
Janitor	Probation	\$18.72	\$19.24	\$19.53
	Level I	\$19.29	\$19.82	\$20.11
	Level II	\$19.86	\$20.41	\$20.72
	Level III	\$20.46	\$21.02	\$21.34
Housekeeper	Probation	\$16.07	\$16.52	\$16.76
	Level I	\$17.77	\$18.26	\$18.53
	Level II	\$18.30	\$18.81	\$19.09
	Level III	\$18.85	\$19.37	\$19.66
Cook	Probation	\$18.65	\$19.16	\$19.45
	Level I	\$20.12	\$20.67	\$20.98
	Level II	\$20.72	\$21.29	\$21.61
	Level III	\$21.34	\$21.93	\$22.26
Cook (Trained)	Probation	\$20.52	\$21.08	\$21.40
	Level I	\$21.13	\$21.71	\$22.04
	Level II	\$21.77	\$22.37	\$22.70
	Level III	\$22.42	\$23.04	\$23.38

Nursery School		April 1, 2022 Hourly Rate	April 1, 2023 Hourly Rate	April 1, 2024 Hourly Rate
Educator	Probation	\$19.59	\$20.13	\$20.43
	Level I	\$20.53	\$21.10	\$21.41
	Level II	\$21.15	\$21.73	\$22.06
	Level III	\$21.78	\$22.38	\$22.72

LETTER OF UNDERSTANDING – 24/7 OPERATIONS

- 1) Notwithstanding Article 15.01 of the Collective Agreement, the Parties agree that regular evening, night and weekend shifts may be required of employees in the bargaining unit in order for the Centre to provide 24/7 services within the Flexible Care Program. The Centre may schedule such shifts on the basis of ten (10) paid hours per shift, with shifts scheduled on a four (4) day on, four (4) day off basis over an eight (8) week rotation. These shifts shall be referred to herein as “Extended Hours” shifts. The terms set out below shall apply to Extended Hours shifts.
- 2) Notwithstanding the terms below, the Centre may maintain regular evening, night and weekend shifts of seven and one half (7.5) paid hours in length. If it does so, the regular provisions of the Collective Agreement will apply to such shifts.
- 3) If the Centre implements Extended Hours shifts within the Flexible Care Program, it will provide four (4) weeks of notice to the Union and to affected employees prior to the effective date of commencement of the Extended Hours shifts.
- 4) In event of any conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding will take precedence.
- 5) No current employees except for those already working within the Flexible Care Program or who may be hired in the future to work within the Flexible Care Program will be assigned to work Extended Hours without the consent of the employee and the Union. Current employees may nonetheless volunteer to be assigned to work Extended Hours.
- 6) Any Extended Hours job posting will indicate the hours of work required for the position.
- 7) The Employer will determine the work hours and schedule for Extended Hours, in accordance with Article 15.04.
- 8) Notwithstanding Article 15.02(a) of the Collective Agreement, the regular weekly hours of work for Employees working Extended Hours may vary from week to week, but will average 35 hours over an eight (8) week rotation. Employees will be paid on the basis of 35 hours per week, notwithstanding that they may work more or less than 35 hours in a particular week, provided that their average hours of work over an eight (8) week period remains 35 hours per week.
- 9) Employees working Extended Hours will be entitled to a paid meal and rest periods as set out in Article. 15.03. Employees working eleven (11) hour shifts may request to take their meal period in two (2) thirty (30) minute periods, subject to operational requirements, including the requirement to ensure ratios are maintained. They may also request to combine their fifteen (15) minute paid

break with one of these unpaid meal periods, subject to operational requirements.

- 10) Pursuant to Article 16 of the Collective Agreement, Overtime will be banked for Employees working Extended Hours at time and a half (1.5) for all hours in excess of forty (40) hours in a one (1) week period.
- 11) Within the Flexible Care Program, when no member of management or Head Educator is present on the Employer's premises, the Employer may assign responsibility as Shift Lead to an Educator who is working within the program. An employee who is assigned responsibility as Shift Lead shall receive responsibility pay of \$2.70 per hour for all hours in which the employee is acting as Shift Lead. The Employer may select the employee who will be designated as Shift Lead in their discretion, but will make reasonable efforts to maintain consistency in who is so designated, subject to operational requirements.
- 12) Where an employee takes a day of sick leave, bereavement leave, or Union leave, they will be paid on the basis of their regular hours of work for the day of leave so taken.
- 13) The purpose of vacation with pay in Article 18 of the Collective Agreement is to provide employees with the ability to take a number of weeks per year free of work with pay, rising as their years of service with the Centre increase. Employees working Extended Hours work no more than four (4) days per week, as opposed to other employees who work five (5) days per week. They will therefore accumulate Vacation under Art. 18.01 on a prorated basis as follows:

Service	Vacation
Less than two (2) years	0.667 days for each completed month of service, to a maximum of eight (8) days per year.
Greater than two (2) years but less than four (4) years	1 day for each completed month of service, to a maximum of twelve (12) days per year.
Greater than four (4) years but less than fifteen (15) years	1.333 days for each completed month of service, to a maximum of sixteen (16) days per year.
Greater than fifteen (15) years	1.666 days for each completed month of service, to a maximum of twenty (20) days per year.

When an employee working Extended Hours takes a day of vacation, they will be paid for their regular hours of work for the day so taken. If 18.01 is amended in bargaining this Table will be updated accordingly.

- 14) The Parties agree that intend to negotiate in good faith in the next round of bargaining with a view to incorporating the provisions of this Letter of Understanding into the body of the Collective Agreement.