

COLLECTIVE AGREEMENT

between

HAWTHORNE MEADOWS NURSERY SCHOOL
(referred to as "the Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2204-17
(Referred to as "the Union")

October 4,2022 to March 31, 2025

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – DEFINITIONS	4
ARTICLE 3 – MANAGEMENT RIGHTS	5
ARTICLE 4 – RECOGNITION	6
ARTICLE 5 – DEDUCTION OF UNION DUES	7
ARTICLE 6 – NO DISCRIMINATION	8
ARTICLE 7 – STRIKE OR LOCK-OUT	9
ARTICLE 8 – UNION REPRESENTATION, COMMITTEES AND STEWARDS	10
ARTICLE 9 – GRIEVANCE PROCEDURE	12
ARTICLE 10 – ARBITRATION	14
ARTICLE 11 – DISCIPLINE AND ACCESS TO FILE	15
ARTICLE 12 - SENIORITY	16
ARTICLE 13 - JOB POSTING AND SELECTION	19
ARTICLE 14 - LAY-OFF AND RECALL	20
ARTICLE 15 – HOURS OF WORK	22
ARTICLE 16 - OVERTIME	24
ARTICLE 17 – PUBLIC HOLIDAYS	25
ARTICLE 18 – VACATION	26
ARTICLE 19 – SICK LEAVES	28
ARTICLE 20 – LEAVES OF ABSENCES	29
ARTICLE 21 – PAYMENT OF WAGES	33
ARTICLE 22 – GROUP INSURANCE	34
ARTICLE 23 – OCCUPATIONAL HEALTH AND SAFETY	37
ARTICLE 24 - MISCELLANEOUS	38
ARTICLE 25 – GENERAL	40
ARTICLE 26 – TERM AND BARGAINING	41
APPENDIX A – WAGES	42
LETTER OF UNDERSTANDING #1	43
LETTER OF UNDERSTANDING #2	44
MEMORANDUM OF AGREEMENT	45

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 Organization 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 Non-binary pronouns will be used in this Collective Agreement.

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 thirty-five (35) hours on a weekly basis.
- b) A “part-time employee” shall be defined as a permanent employee who is regularly scheduled to work less than thirty-five (35) hours a week on a regular basis.
- c) A contract employee is an employee hired to replace an employee on approved leave of absence, or off work due to accident or illness or to work for a specific period to perform a specific task. A contract employee may be hired for up to twenty-four (24) months to replace an employee on leave. An employee occupying a contract 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 clarity, the early termination of a contract position shall not be subject to the grievance or arbitration process. The contract employee shall not accrue seniority. If a contract employee becomes a permanent employee immediately after the contract, their seniority date shall be the original start date of their contract employment. The contract employees shall be covered by all other provisions of this collective agreement save and except Education Leave (20.11), Professional Development Leave (20.12), as well as employee benefits including the Group Life Insurance Plan, the Long term Disability Plan, the Registered Retirement Savings Plan and the Dental Plan. For clarity, where applicable, entitlements under all leave provisions shall be pro-rated for the length of the contract.
- d) A casual employee is an employee hired to cover vacancies no longer than three (3) months or to cover the day-to-day vacancies.

2.02 Immediate Family

For the purpose of this Agreement “immediate family” shall be used to designate parents, spouse, brothers, sisters, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law (in-law family relationships shall include heterosexual, common-law and same sex spousal relationships), grandchild or anyone filling these roles in a stepfamily relationship, or a relative of the employee who is dependent on the employee for care or assistance.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

3.01 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties or in an emergency or where there are legislative requirements.

3.02 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 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 2204-17 as the sole and exclusive bargaining agent for all employees of the Hawthorne Meadows Nursery School in the City of Ottawa, save and except coordinators and persons above the rank of coordinator.

4.02 Union Members

As a condition of employment, all employees covered by the Collective Agreement will pay dues and may 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.

4.04 The Employer will release a Steward with no loss of pay or benefits for a maximum of twenty (20) minutes in order to familiarise each newly hired employee with the Union.

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 National Union's Constitution and the Local 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 Employer's sole responsibility is to remit the dues as per Article 5.01 and 5.02.
- 5.05** The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance 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 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*.

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.

8.02 Where the parties need to correspond, it shall be done by Email.

8.03 Included with the Seniority list provided, the Employer will provide to the Union, the following information:

The name, mailing address, work email and contact phone number of each employee.

8.04 The Employer will not recognize any Committee members or Stewards until notification in writing by the union.

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) representatives 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 two (2) or 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 and benefits. 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 to prepare bargaining within thirty (30) days of receiving an invoice from the Employer.

8.07 Union Stewards

The Employer agrees to recognize three (3) stewards from the bargaining unit, to be selected by the Union. 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 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 other than arbitration hearings 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 Organization's operational needs or the wellbeing of the children in the Organization's care.

8.08 The Local has the right at any time to call upon a Local Union executive and/or representatives 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.

8.09 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, or any other advisors, when dealing or negotiating with the Employer. Such Representative(s) shall have access to the Employer's premises at a mutually convenient time, with prior arrangement with the Employer.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

9.02 Grievance Procedure

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

Step 1 - Complaint Stage

It is understood that an employee has no grievance until they have first given their Coordinator or designate the opportunity of adjusting the complaint. The complaint shall be discussed with the employee's Coordinator or designate within twenty (20) working days of the incident giving rise to the complaint.

Step 2 - Grievance

Failing satisfactory informal settlement at the complaint stage, the union 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 twenty (20) working days of receiving response of the Program Coordinator or designate.

Step 3

The Executive Director or designate shall schedule a meeting with the Chief Steward or their designate within twenty (20) working days of the date on which the grievance is received. The Chief Steward or the designate may choose to invite the employee to this meeting. The meeting shall occur during the working hours of the chief steward or the designate and the employee.

The Executive Director or designate shall provide a response in writing to the employee and the Chief Steward or designate within twenty (20) working days after the hearing of the complaint.

Step 4 - Arbitration Procedure

Failing settlement of the grievance at Step 3, either party may notify the other in writing of their desire to refer the matter to arbitration no later than twenty (20) working days after the written decision at Step 3 has been provided and in accordance with Article 10. If no written request for arbitration is received within twenty (20) 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 1 of this Article.

9.04 Employer May Initiate Grievances

The Employer may file a grievance within twenty (20) 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 twenty 20 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 twenty (20) working days of the meeting. The Employer may refer the matter to arbitration in accordance with the provisions of Step 2 of the Grievance Procedure, above, and Article 10, 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 subject to the terms of that agreement.

9.06 All time limits stipulated in this Article shall be mandatory except were extended by mutual agreement between the parties. Such agreement shall not be unreasonably withheld.

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' subject to the right of judicial review, 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.

ARTICLE 11 – DISCIPLINE AND ACCESS TO FILE

11.01 Reference to Past Discipline

Any letter of reprimand, suspension, discipline or any other sanction shall not be used for further discipline of the employee after twenty-four (24) months following the receipt of letter provided the employee has not received further discipline during that time. Excluding periods of any leave without pay.

11.02 Right to Union Representation

Where the Employer imposes discipline on an employee, a written record of that discipline will be provided to the employee and to the Union within ten (10) working days.

Employees have the right to the assistance of a Union representative at any meeting where discipline is to be imposed. Employees will be notified at least 24 hours beforehand where discipline is to be imposed to permit them to communicate with a union representative so that they or they may be present at the meeting. All meetings will be during the hours of work with no loss of pay and benefits for the employees attending the meeting.

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 within 24 hours following the meeting.

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 Executive Director and a union steward at a mutually satisfactory time when requested. This request cannot be unreasonable denied.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

- a) "Seniority" full time and part time employees 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, job postings and recalls. Seniority shall operate on a bargaining unit-wide basis.
- i) *The seniority of full-time employees and permanent part-time accrues on the basis of their number of years, months and days of continuous service in the bargaining unit from their last date of hiring, unless otherwise provided for in this collective agreement. A full-time employee may not accumulate more than one (1) year of seniority during a calendar year.*
- ii) *The seniority of supply (casual) employees accumulates in increments of hours worked. Supply (casual) employees shall be bargaining unit members only upon completion of 450 (four hundred and fifty) hours. Upon this time, the union dues shall be deducted from the employee.*
- Should a supply (casual) employee be consecutively unavailable to work for a period of 3 months (unless authorized by the employer) they shall lose all seniority and service and shall be deemed terminated.*
- Should a supply (casual) employee obtain a permanent part-time or full time position their hours shall count towards seniority. However, the employee shall be subject to probation as outlined in 12.04.*
- b) "Seniority" for supply (casual) employees shall be defined by total hours worked.
- c) Seniority shall be defined for contract employees from their last date of hire.
- d) Rights of Casual Employees. Casual employees shall not be covered by the provisions of:
- Article 14 - Layoff and Recall.
 - Article 17 - Holidays. (as per ESA)
 - Article 18 - Vacations but shall receive vacation in accordance with the Employment Standards Act.
 - Article 19 - Sick Leave.
 - Article 20 - Leaves of Absence except as required by law.
 - Article 21 - Employee Benefit Plans.
 - Article 22 - group insurance
 - Article 24.07 - First Aid/CPR (see note in article 24.07)
 - Article 24.08 - Vulnerable police reference check

12.02 Seniority List

The Employer shall maintain an updated seniority list for Full time, Contact and Casual employees posted in all workplaces, which shall be accessible to all employees.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted with the childcare agency in January of each year.

When two or more employees have the same date of hire, the employee who interviewed first will be awarded the position.

12.03 Probationary Period

A new employee shall be considered to be on probation until they have completed 950 hours worked. The probationary period shall be extended for a period equal to the duration of any leave of absence taken during the probationary period.

Within four hundred and seventy-five (475) hours of work in the case of a new 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 before and 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.

12.04 Loss of Seniority

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

- i are terminated and not reinstated through the grievance or arbitration procedure;
- ii resigns;
- iii retires;
- iv has 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 email and 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;
- v is 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;

- vi has been laid off for eighteen (18) months.
- vii fails 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

12.05 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 thirty (30) 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 provided that the Employee pays their share.

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 qualifications and relevant experience. It is understood that the Employer has the discretion to determine the qualifications and relevant experience necessary for the position.

13.02 When the Employer decides to fill a vacancy in accordance with this Article, such position shall be posted within twenty (20) working days after it becomes vacant and posted for twenty (20) working days. Applications for the position shall be submitted in writing to the Executive Director 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 qualifications and relevant experience necessary for the job.

13.03 Job postings shall stipulate the classification, qualifications education & relevant experience required for the position, the rate of pay, the program and applicable shifts, and a copy shall be provided to the Union at the time of posting. This is for information purposes only and not a guarantee of program or shifts.

13.04 Trial Period

The successful applicant of a job posting shall be allowed a trial period of up to three (3) 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 they are unable to perform the duties of the position, may be returned by the Employer to the 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 with forty eight (48) hours notice to the employee.

Within four hundred and seventy-five (475) hours of work in the case of a parttime 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.

13.05 Union Notification

The Union shall be notified within thirty (30) days of all appointments, hirings, layoffs, recalls and terminations of employment.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 Lay-off 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 thirty (30) working days' notice or pay in lieu thereof.

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 programs (Hawthorne, Cornerstone, Heatherington), provided that there remain on the job employees who have the qualifications required to perform the work and meet the Ministry requirements.
- 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 and the same or lower number of hours in the bargaining unit, provided that the employee affected by the lay-off possesses the required 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 two (2) working days after receiving the notice of lay-off. If the employee does not provide notice of an intention to displace within two (2) working 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 qualifications and relevant experience required to perform the work and meet the Ministry requirements.

- b) An employee who is subject to a lay-off is solely responsible to notify the Employer of the intention to return to work within two (2) calendar days after receiving the notice of recall through email and registered mail to the last address on the records of the Employer (which notification shall be deemed to have been received two days after it was sent, not including the date the letter was mailed), 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 personal email and home address being on record with the Employer.

An employee who is laid off shall retain recall rights for a period of twenty-four (24) months from the date of lay-off. If the employee is not recalled within twenty-four (24) months, they shall lose their seniority and their employment shall be deemed to be terminated pursuant to Article 12 of this Agreement.

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 opening and closing times.

15.02 Normal Hours of Work

a) The normal hours of work for full-time employees shall be as follows:

- 1) Thirty-five (35) hours paid per week, seven (7) hours paid per day; and
- 2) The employer agrees in the principle of no split shifts

If employees are sent home early as a result of the Employer's decision to close the program 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 up to thirty (30) (Less than 35 hours a week) hours paid per week or less. Hours, days and shifts for permanent 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 seven (7) or more hours on their shift and for schedule shift that is less than seven (7) hours, as per E.S.A.
- b) If mandatory staff meetings are scheduled as to interfere with an employee's meal or rest period, the time will either be paid, or the staff will be given time off at a mutually agreeable time. The decision of how it is paid out will be made by the Executive Director.

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 programs.

15.05 Non-Contact time

The Employer will make best efforts to provide full-time employees with two (2) hours of non-contact time per pay period, subject to the Employer's operational requirements. During this time staff members will not be earning the Provincial Wage Enhancement Grant (PWEG).

ARTICLE 16 - OVERTIME

16.01 Overtime

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

Time worked in excess of thirty-five (35) hours in a week shall be banked as time off or paid in lieu at the employees regular rate of pay. After forty (40) hours the employee shall be paid at the rate of one and one-half times (1 ½) the employee's regular straight time hourly rate of pay. The employer will inform the employee on the way the overtime will be paid.

16.02 Additional Rest Period

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

16.03 Accumulation of Overtime

An employee will take all banked overtime in the year it was accumulated.

16.04 Cumulative Payments

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

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	Remembrance Day
Christmas Eve (half)	

17.02 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. This lieu day shall be taken/granted before December 31.

17.03 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 Employees shall receive an annual vacation with pay in accordance with years of continuous service as follows:

Less than one (1) year	Ten (10) days (0.834 days per month) prorated pending start date
1 to less than 7	Fifteen (15) days
7 to less than 15	Twenty (20) days per year
Greater than 15	Twenty-five (25) days per year

Vacation Pay

- a) Vacation pay for each week of vacation shall be at the employee's regular rate of pay. Vacation year to be from January 1 to December 31 of each year.
- b) On January 1st, the Employer will credit each employee with available anticipated vacation days. These may be used through the vacation year. Any unused days will be paid out on the first full pay period in January of the following vacation year. Save and except as per article 18.03
- c) An employee terminating employment or retiring at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, within thirty (30) days of termination. An employee terminating employment or retiring, who has been advanced vacation leave credits and who has taken advanced vacation leave with pay, not yet earned, shall reimburse the Employer for the full amount of advanced vacation leave taken and not earned within sixty (60) days.

18.02 Vacation Scheduling

Employees must submit their vacation requests in writing to their Program Coordinator or designate 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 program. 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.

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-served basis in the Employer's discretion, and subject to operational requirements.

18.03 Vacation Carry-Over

Employees shall be allowed to carry a maximum of five (5) days of vacation for use in the following year with approval of the Executive Director. Any vacation carried over from the previous year must be used by June 30th.

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.

18.05 Borrowing of Vacation Days

Subject to the approval of the Executive Director, an employee may borrow up to a maximum of four (4) vacation days. If an employee is terminated or resigned before earning the borrowed vacation, they must reimburse the borrowed days.

ARTICLE 19 – SICK LEAVES

19.01 Employees shall be entitled to fourteen (14) days paid sick leave per calendar year. On January 1st, the Employer will credit each employee with fourteen (14) sick days. These may be used through the year. Any unused days will be banked to the maximum of 60 days.

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 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. Sick Bank can also be used to care for a member of their immediate family.

Employees shall make every effort to schedule medical appointments on non-working hours. Where not possible, employees may use sick leave (including sick bank) for the purpose of attending medical appointments. Sick leave may be used in increments of half days.

ARTICLE 20 – LEAVES OF ABSENCES

20.01 Bereavement Leave

- a) Employees shall be granted up to five (5) consecutive 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, shifts schedule for the employee during the five (5) days are paid to the employee.
- b) Employees shall be granted up to three (3) consecutive working days without loss of pay in the event of the death of the employee's uncle, aunt, cousin and a close friend. Schedule shifts for the employee during the three (3) days are paid to the employee
- c) 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.
- d) Reasonable evidence of the need for the extension of the bereavement leave may be requested at the discretion of the Executive Director.
- e) Notwithstanding clause A and B one (1) of the days allotted could be used at a later date for a service or burial

20.02 Special Leave

For the care of a family member who is ill, or in the case of an emergency, employees shall earn paid special Leave at the following rate, to a maximum of five (5 days) per year. This provision shall also be pro-rated for employees who have not worked the full calendar year (January to December). Unused Special Leave will not be carried into the next calendar year. No pay out of Special Leave credits will occur upon termination of employment. Half days can be used for family leave. Special leave shall not be combined with any other leave unless approved by the employer.

20.03 Family Medical Leave

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

20.04 Employer Payment of Employee Benefits During Maternity Leave and Parental Leave

While on maternity leave or parental leave, the Employee shall retain their full employment status. An Employee shall be entitled to payment of benefits throughout both maternity leave and parental leave up to a maximum of fifty-two (52) weeks or seventy-eight (78) weeks if taking extended parental leave. Thereafter, an Employee may be required to reimburse the Employer for continued benefits for the remainder of this leave.

The Employer and Employee will continue to make pension plan or RRSP contributions based on the Employee's regular weekly wage during the period of maternity and parental leave, up to a maximum of fifty-two (52) weeks or seventy-eight (78) weeks if taking extended parental leave. The Employer is obligated to continue to make pension contributions, provided that the Employee continues to make their regular pension contribution.

20.05 Procedure Upon Return from Maternity Leave

When an Employee decides to return to work after maternity leave and/or parental leave, they shall provide the Employer with at least one month's notice. On return from maternity or parental leave, the Employee shall be placed at least in their former position. If the former position no longer exists, they shall be placed in an equivalent position if such position exists.

20.06 Pregnancy leave and Parental leave as a right

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

Leave granted, under this clause shall be counted for the calculation of continuous employment for the purpose of calculating salary increases, severance pay, seniority, sick leave credits and vacation credits.

Pregnancy and parental leave will be granted in accordance with the Employment Standard Act of Ontario unless otherwise amended.

20.07 Employer payment of Employee Benefits during Pregnancy Leave and Parental leave

While on pregnancy leave or parental leave, the employee shall retain her full employment status. An employee shall be entitled to payment of benefits, throughout both pregnancy leave or parental leave, up to a maximum of seventy-eight (78) weeks

20.08 Procedure upon return from Pregnancy Leave

When an employee decides to return to work after pregnancy leave and/or parental leave, the employee shall provide the Employer with two (2) weeks' notice or four (4) weeks' notice if changing original date of return. On return from pregnancy or parental leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position.

20.09 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 program. Approval of the educational leave must be obtained in writing from the Executive Director prior to enrolling in the course.

Employees may request a paid educational leave where the course or program is related to the workplace. Where the Employer approves the course or program, the employee shall have no loss of pay or seniority. Approval of the educational leave must be obtained in writing from the Executive Director prior to enrolling in the course.

20.10 Professional Development Leave

An employee is entitled to two (2) professional development leave days per year. These days are to be taken in consultation with the co-ordinator of the program. Requests will be granted on a first-come, first-served basis. The Employer will approve these days based on the needs of the program and the availability of casuals. Approval of the Executive Director is required prior to enrollment.

20.11 Unpaid Personal Leave

An employee who has been employed for at least five (5) 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 one (1) month or longer.

An employee will only be allowed to take one unpaid personal leave every three years. 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 organization. No leave of absence will be granted for the purpose of working for another employer.

No seniority will be accrued during this unpaid leave of absence.

20.12 Leave for Union Activities

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

Union 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 Friday preceding the pay day. Each employee will be provided with an itemised statement of his wages and deductions. Wages and increase 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.

The Itemized statement will include the amount all mandatory and non-mandatory benefits deducted from the salary or wage.

The amount of used sick leave, vacation, family days, professional development days and overtime bank will be provided on their weekly pay stubs, which will be provided to staff on a monthly basis.

21.02 The Employer pays salaries to the employee by direct deposit at the financial institution account of the employee's choice.

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 Union 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 thirty (30) calendar days after the meeting and in accordance with this article.

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. The Employer shall pay one hundred percent (100%) of the insurance premiums

EMPLOYEE BENEFIT PLANS and Medical Insurance subject to the plan: (Life ins, ASL, Dep life and Dental)

- a) The Employer shall pay one hundred percent (100%) of the cost for single coverage.
- b) If employee wishes family coverage, the employee will need to cover the additional cost of the existing Extended Health Plan providing individual and family coverage as follows:

Paramedical Care coverage with \$500 max for each of the following services

- Chiropractic (includes X-Ray)
 - Massage Therapist / Otho therapist
 - Naturopath
 - Osteopath (include x-rays)
 - Physiotherapist/ Physical Rehabilitation Therapist
 - Podiatrist/Register Clinical Councilor
 - Social Worker
 - Speech Therapist
- c) In the case of absence for illness or disability, the Employers contribution will be paid, for the coverage in 22.01 (a), for twelve (12) months after the exhaustion of all sick leave and vacation leave, thereafter, the employee may pay the full premiums through the Employer, subject to arrangement by the carrier.

22.02 Group Life Insurance Program

- a) The Employer shall each pay one hundred percent (100%) of the premium costs for Group Life Insurance, including AD&D coverage for all employees, providing a minimum benefit equivalent to three (3) times an employees annual salary, for those employees with family coverage, and a benefit equivalent to one (1) times an employees annual salary, for those employees with single coverage. In the case of absence for illness or disability, the Employer's contribution will be paid, for three months after the exhaustion of all sick leave and vacation leave, after which the employee may pay both shares of the premium, with the approval of the carrier, for a maximum of one (1) year from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer, subject to agreement by the carrier.

22.03 Long Term Disability Plan (LTD)

- a) The employee shall pay one hundred percent (100%) of the premium for the existing Long-Term Disability Plan, which shall provide coverage for sixty-five percent (65%) of an employee's annual salary. The coverage shall commence six (6) months after the initial date of disability, shall provide benefit for two (2) years "own occupation" disability, and coverage until age sixty-five (65) in the event of total disability.
- b) In the case of absence for illness or disability, the employee may choose to continue to pay her contributions, for the duration of her illness or disability, for up to one (1) year from the date of leaving work.
- c) The employee shall retain their earned seniority but will not accumulate sick leave, nor vacation credits

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.

Any new provider or a changes in the plan shall be equivalent or superior to the previous plan.

(This information is provided to all employees when they are enrolled in the benefit plan. All information is provided to each employee electronically by the benefit provide)

- ### **22.04**
- 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*.

22.05 Registered Retirement Savings Plan

The Employer shall contribute to each permanent contributing employee Registered Retirement Savings Plan an amount equal to three (3%) of salary. This is in addition to the CPP contributions made by the Employer. Each employee shall, by salary deduction, make a contribution equal to the Employer's contribution to the plan. This plan is mandatory for all permanent employees after six (6) months employment. The Employer and employee contributions will cease during any period of unpaid leave exceeding one (1) month

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 which 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.

23.03 Worker's Compensation

All employees shall be covered by the Worker's Compensation Act.

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 Employees' Transportation

Employees who are authorised to use their vehicle shall be reimbursed at the rate of \$0.50/km.

24.03 The Employer will provide employees with walkie talkies during daily pick-ups and drop-offs of the children. Activities where children and staff are off the property or on a field trip, staff will be provided with a cell phone.

24.04 Job Descriptions

The Employer undertakes to provide to the Union job descriptions for all classifications in the bargaining unit within sixty (60) days of the ratification of the collective agreement by the parties.

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%).

24.06 Walkie talkies and cell phone

The Employer will provide employees with walkie talkies during daily pick-ups and drop-offs of the children. Activities where children and staff are off the property staff will be provided with a cell phone.

24.07 Recertification of CPR and First Aid

Employees who are required, as a condition of employment, to renew certification of CPR and first aid shall be reimbursed for the full cost of training.

Employees who voluntarily leave the employment of the Centre within the year shall repay the Centre, on a pro rata basis.

Employee on probation will be responsible for the full cost of CPR and First Aid training. As per article 12.01 d- Casual employees shall be allowed to attend the training, but they shall pay at the group rate discount.

24.08 Vulnerable Sector Police Record Check

Employees shall be reimbursed for the cost of their vulnerable sector police record check.

Employee on probation will be responsible for the full cost of acquiring a Vulnerable Sector police Record Check.

ARTICLE 25 – GENERAL

25.01 Bulletin Board

The Employer will provide to the Union one (1) bulletin board at every location 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 and subject to employer approval.


ARTICLE 26 – TERM AND BARGAINING


This Agreement is in effect from **October 4, 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.

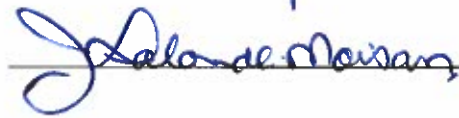
During the life of this Agreement, any changes to the terms of this Agreement shall be by mutual agreement of the parties in writing.

IN WITNESS WHEREOF the Parties have signed this 28th day of October, 2022 in Ottawa, ONTARIO.


THE EMPLOYER




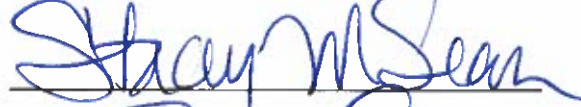





THE UNION









APPENDIX A – WAGES

The parties agree to the following job title and wage

Classification	Ratification Oct 4 2022	Oct 31 2023	Oct 31 2024	PWEG
RECE	\$21.07	\$22.07	\$23.07	\$2.00
Child Care Assistant,	\$19.75	\$20.25	\$21.05	\$2.00
Cook	\$19.75	\$20.25	\$21.05	
Supply (Casual)	\$17	\$17.75	\$18.50	\$2.00

NOTE: The PWEG of \$2 is not included in the salary base

vt*cope491
September 21, 2022

Letter of Understanding #1
Between

Hawthorne Meadows Nursery School Inc.
(Hereinafter called the "Employer" or the "centre")

And

CUPE Local 2204-17
(Hereinafter called the "Union")

Red Circle Agreement

The parties agree to the following wage increase for:

- Lisa Marie Rolland Current Rate: \$24.53 Rate after ratification: **\$25.53** hourly rate
- Janicka Malgozata Current Rate: \$21.63 Rate after ratification **\$22.63** Hourly rate

The parties agree that the following RECE members shall have their wages red circled until the RECE classification hourly amount is equal to or greater than their current hourly rate list. After they shall receive increases as negotiated.

Signed the 28th day of October 2022.

For The Union



A handwritten signature in blue ink, appearing to be 'M. K.', written over a horizontal line.

For The Employer



A handwritten signature in blue ink, appearing to be 'C. R. Hays', written over a horizontal line.

Letter of Understanding #2
Between

Hawthorne Meadows Nursery School Inc.
(hereinafter called the "Employer" or the "centre")

And

CUPE Local 2204-17
(hereinafter called the "Union")

Vacation Carry Over Bank

Whereas, this the transition years of the first Collective Agreement,

Whereas; the cost of liability to pay out employee's vacation banks

Whereas, provide the ability for the employees to utilize vacation from their vacation bank

Therefore, the parties agree to the following:

- The employer shall provide vacation accrual amounts to the date of ratification to each employee
- Employee's banks shall not be paid out at the end of 2022, and amounts will be carried over. employees will have to use this surplus vacation before the end of this collective agreement (March 31, 2025)
- Employees shall be allowed to (as per 18.03) carry over up to 5 vacation days
 - o Employees with a vacation bank over 5 day limit at the time of ratification shall not be allowed to carry over an additional 5 days. These five days shall be paid out.

Signed the 28th day of October 2022.

For The Union



For The Employer



MEMORANDUM OF AGREEMENT

BETWEEN:

HAWTHORNE MEADOWS NURSERY SCHOOL INC

(hereinafter called the "Employer" or the "Centre")

AND


CANADIAN UNION OF PUBLIC EMPLOYEE (CUPE) LOCAL 2204-17


(hereinafter called the "Union")


- 1) The parties met in bargaining and agreed to settle the terms of the Collective Agreement upon the terms of the Agreed to Articles dated September 16, 2022
- 2) All terms take effect upon ratification by the Union and approval by the Employer's Board of Directors unless otherwise provided. Ratification vote shall be held as soon as possible.
- 3) The Union agrees to recommend these terms for ratification by their membership, and the Employer's bargaining committee agrees to recommend these terms for approval by the Board of Directors.

IN WITNESS WHEREOF the Parties have signed this 16th day of September 2022 in Ottawa, ONTARIO.

THE EMPLOYER







THE UNION

