

# Collective Agreement

~between~

Umbrella Family & Child Centres of Hamilton  
(hereinafter referred to as the "Employer")



**Umbrella Family and Child Centres of Hamilton**  
*Good care educates. Good education cares.*

~and~

The Canadian Union of Public Employees  
And its Local 3491  
(hereinafter referred to as the "Union")

**CUPE**

Term: January 1, 2020 to December 31, 2022

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## ARTICLE 1 - PREAMBLE

- 1.01** This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Umbrella Family and Child Centres and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Umbrella and its employees, to make provision herein for wages, hours of work and working conditions, and to provide an orderly method of settling grievances under this agreement which may arise from time to time, and the Union recognizes the Umbrella Board's obligation to provide reliable and continuous service.
- 1.02** All provisions of the Agreement are subject to applicable laws, and in particular to the *Early Years and Child Care Act*, now or hereafter in effect. If any law now existing or hereafter enacted, or proclaimed, or regulation, shall impact on the terms of this Agreement, then the applicable provisions affected shall be reopened for negotiation.

## ARTICLE 2 - DEFINITIONS

- 2.01** In this Collective Agreement where the word Umbrella is used, it shall mean "The Management Team of the Umbrella Family and Child Centres", where the term Umbrella Board is used, it shall mean "The Board of Directors of the Umbrella Family and Child Centres" and where the word Union is used, it shall mean "Canadian Union of Public Employees Local 3491"
- 2.02** For the purposes of this agreement, "spouse" will be defined as set out in the Human rights code.
- 2.03** For the purposes of the Collective Agreement, the definition of qualified shall be in accordance with the *Early Years and Child Care Act* and its Regulations.

## ARTICLE 3 - BARGAINING UNITS

- 3.01** The Umbrella Board recognizes the Canadian Union of Public Employees, Local 3491, as the sole and exclusive collective bargaining agent for all its full-time and permanent part-time employees save and except Supervisors, persons above the rank of Supervisors, administrative personnel within the head office and students working in cooperative education programs. Permanent part-time employees are those persons regularly employed 28 hours or less per week. Full-time employees are those persons regularly employed 28.25 hours or more per week. Any work compensated through an agency will not be covered by this Agreement.

## ARTICLE 4 – MANAGEMENT RIGHTS

**4.01** Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Umbrella and remain exclusively and without limitation within the right of the Umbrella and its administration. Without limiting the generality of the foregoing, the Umbrella’s rights shall include:

1. The right to maintain order, discipline and efficiency, and in connection therewith to make, alter, and enforce from time to time: rules and regulations, policies and practices to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
2. The right to select, hire, transfer, assign, promote, demote, classify, layoff, recall, suspend, the right to select employees for positions excluded from the bargaining unit.
3. The right to determine the locations and extent of operations and their commencement, curtailment, or discontinuance; the direction of the working force; the services to be furnished; the schedules of work, the number of shifts; the methods, processes and means of performing work; job content and qualifications; the qualifications of employees; overtime; to decide on the number of employees needed by the Umbrella; the number of hours to be worked; starting and quitting time; are solely and exclusively the right of the Umbrella.
4. The foregoing management rights shall be exercised in a fair and reasonable manner.

## ARTICLE 5 - CORRESPONDENCE

**5.01** All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Executive Director of the Umbrella and the President of the Union or per their designate.

## ARTICLE 6 - RELATIONSHIP

- 6.01** The Umbrella and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by them or by their representatives or members because of an employee’s membership or non-membership in the Union, or because of an employee’s activity or lack of activity in the Union.
- 6.02** The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee, by the Umbrella or by the Union, because of age, sexual orientation, gender, marital status, race, creed, colour, nationality, ancestry, family relationship or disability.

**6.03** The Umbrella and the Union are aware of the provisions of the *Human Rights Code* that provide that persons have the right to be free from harassment and sexual solicitation or advance in the workplace, where the person making the advance or solicitation knows, or ought to know, that it is unwelcome. Both parties agree to use their best effort to prevent harassment, or any practice that undermines an employee's health, job performance or productivity, or endangers their employment status or potential for promotion.

In agreement, both parties acknowledge the following principles:

- A complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken.
- Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.
- The complaint shall be made to the employee's immediate Supervisor or in the case where the Supervisor is the alleged harasser or complainant, to the appropriate Program Manager.

It is agreed that a complainant may choose a Union representative to assist them with presenting the complaint.

At any point in the procedure, the complaint may be referred to the Human Rights Commission.

**6.04** The Union will not engage in Union activities during working hours, unless otherwise specified in this agreement.

**6.05** Either of the parties may request the assistance of the representative of CUPE, if necessary.

## **ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS**

**7.01** The Umbrella agrees to recognize a negotiating committee comprised of the Local President, a National Representative from CUPE (at the discretion of the Local) and two (2) representatives of the Union for the purposes of negotiating a renewal agreement. The Umbrella also agrees to have an equal number of representatives from the Umbrella.

**7.02** In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a mutually agreed to time and place.

Negotiating meetings will occur in the daytime during work hours; members of the negotiating committee shall be relieved from their regular duties and be paid their regular wages with no deductions from any accumulative banks. Supervisors will find replacements for staff at their centre who are on the bargaining committee.

**7.03** Any cost associated with conciliation/mediation shall be shared equally between the Union and the Umbrella.

## **ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE**

**8.01** Either party may request a Labour Management Committee Meeting, at any time, regarding 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:

1. An equal number of representatives of each party, shall meet at a time and place fixed by mutual agreement. Supervisors will find replacements for their staff who are on this committee.
2. Requests for meetings by either side, made in writing and accompanied by a list of topics proposed for discussion, shall not include matters that are properly the subject of grievance, or negotiations for the amendment or renewal of the Agreement.
3. The Co-chairs (one from Management and one from the Union), will exchange minutes of the previous Labour Management Committee meeting prior to the next meeting.

## **ARTICLE 9 - CHECK-OFF OF UNION DUES**

**9.01** The Umbrella agrees to deduct from the pay of each employee working in a bargaining unit position, dues as specified by the Union, and remit same to the Treasurer of the Union or designate. A list with the following information will accompany the dues remittance:

1. Pay period covered
2. Employee's name
3. Employee's centre and position
4. Employee's full time or part time status
5. Regular/Standard number of hours worked
6. Start date, if hired within pay period being currently covered
7. Amount of dues deducted from each employee

Dues will NOT be deducted from the following; in accordance with Article 14.1 d) of the CUPE constitution:

1. Overtime pay;

2. Severance pay;
3. Signing bonuses.

The remittance and the list will be sent within fifteen (15) days after the close of the month for which it applies. Authority for changes to the amount to be deducted will be communicated by a registered letter from the Recording Secretary or designate of the Union.

- 9.02** Union dues will be deducted bi-weekly.
- 9.03** The Union agrees to defend and hold the Umbrella Board completely harmless against all claims, demands and expenses, should any employee at any time contend or claim that the Umbrella has acted wrongfully or illegally in making such check-off deductions.
- 9.04** Any position that becomes vacant by reason of transfer, resignation, etc. and that position is being filled by casual staff, dues will start being deducted for that position after five (5) working days.

## **ARTICLE 10 - HEALTH AND SAFETY**

- 10.01** The Umbrella and the Union agree to abide by the *Occupational Health & Safety Act*, and its regulations as amended from time to time.
- 10.02** It is the responsibility of the Employer to provide a safe and healthy working environment for all of its employees, and it is incumbent upon such employees of the Employer to ensure that such an environment is maintained at all times. The Employer and the Union shall cooperate in improving rules and practices, which will provide adequate protection to employees.

All bargaining unit employees are covered by the *Workplace Safety Insurance Act*. The bargaining unit employee receiving WSIB benefits will continue to accrue seniority for up to one (1) year. The Umbrella will continue to maintain the bargaining unit employee's benefits under Article 39 for a period of up to one (1) year. For part-time employees, the employee must maintain their benefit contribution. Failure for the employee to maintain their contribution will result in cancellation of the benefit coverage.

## **ARTICLE 11 - NEWLY HIRED EMPLOYEES**

- 11.01** All newly hired employees will begin paying union dues immediately upon hire and subject to the conditions of Article 9.
- 11.02** All newly hired employees shall be given a copy of the Collective Agreement during the Orientations Session provided to all new employees. Orientation sessions will take place every two (2) months. This meeting will be held during the day and will include ALL new employees. All employees in attendance will be paid for attending.



The Union will be advised regarding the dates and times of the meeting and allotted up to sixty (60) minutes of time during the orientation session.

**11.03** All employees hired will be subject to a probation period consistent with the following:

If the shift is 3-5.25 hours per day: Probation will be 600 hours worked

If the shift is 5.5-7.5 hours per day: Probation will be 900 hours worked.

The Supervisor of the probationary employee will conduct and document observations during the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> months of employment. Such observations will be written and discussed with the employee, during which time both the Supervisor and employee will discuss performance and strategies for improving identified skill sets. (i.e. additional training such as attending workshops/seminars to fulfill their responsibilities). The written observations will become part of the employee's file until the probationary period is complete. There shall be the following provisions:

- a) Should it be found that at any time during and up to the end of the probationary period that the employee is not suitable for the position, the employee will be terminated in accordance with Article 16, with the exception of 16.03 (2), in the presence of a Union Rep.
- b) Should the Employer determine the need to extend an employee's probationary period, the Umbrella may extend the probationary period for a period of time not to exceed 225 hours worked for a part time position and not to exceed 337.50 hours worked for a full time position. The employer will inform the Union of the reason for the extension in advance of notifying the employee. An extension for any reason, will only happen once.
- c) The release or discharge of any employee during the probationary period, including the extended probationary period, will not be the subject of a grievance or arbitration, unless the above-mentioned evaluations are not done.
- d) Three (3) paid sick days will be available after the completion of 250 hours worked for a part time employee and 375 hours worked for a full time employee and the balance accumulated will be given on completion of the probationary period.
- e) The probation period shall not include any period the centre is closed, when the employee is laid off or when the employee is absent from work for any or all of the shift. Probation hours WILL include hours worked at summer camp and/or hours worked at a different centre during school breaks.
- f) Vacation days that have been earned, may be used after the probationary period has been passed, in accordance with the Collective Agreement.

## **ARTICLE 12 – UNION REPRESENTATION**

- 12.01** It is understood that Union Reps have their regular work to perform on behalf of the Umbrella. If it is necessary for a Union Rep to attend a meeting or to carry out Union business during working hours, the Union Rep, together with the Supervisor, shall find an appropriate replacement for the Rep to attend the meeting.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### **13.01 Definition of a Grievance**

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

- 13.02** In Article 13, “working day” means a day other than Saturday, Sunday or a recognized holiday.

### **13.03 Settling of Grievance**

Grievances must be initiated in writing at the designated steps of the grievance procedure within ten (10) working days of the date upon which the grieving employee should have reasonably become aware of the alleged violation of the Agreement. A written grievance shall be signed by the grievor and shall contain a summary of all issues in dispute, the provisions of the Collective Agreement which were alleged to be violated, and the remedy requested by the grievor.

a) **Pre-Grievance Procedure/Dispute Resolution**

Prior to the initiation of a formal grievance, either party may contact the other party to request a meeting to attempt to resolve the issue(s). This may take place in the form of a phone conversation and/or an informal meeting. Either of these methods will involve the participation of the Program Manager and the Union Representative, or their designate(s). The meeting will be conducted in a respectful and confidential manner with the intent to clarify and resolve the issue in a proactive manner. Should there not be resolution; the grievance process may then be initiated.

### **13.04 Step One**

Any employee who believes that they have a justifiable grievance may discuss and attempt to settle it with their Supervisor, with or without a Rep present, as the employee may elect. The Supervisor will make their decision known to the employee within ten (10) working days. Grievances not adjusted in this way may be taken to Step Two. If, at the time of the submitted grievance, there is no Supervisor assigned, or the Supervisor has been absent for more than five (5) working days, the grievance will proceed directly to Step Two.

### **13.05 Step Two**

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step One, the employee, through their Union Rep, may submit a written statement of the particulars of the grievance and the redress sought to the Program Manager. The Program Manager will meet with the employee and their Union Rep within five (5) working days to investigate the grievance and attempt to adjust it. The Program Manager shall give a written decision within five (5) working days. Grievances not adjusted at Step Two may be taken to Step Three.

### **13.06 Step Three**

Failing satisfactory settlement within five (5) working days of the written decision in Step Two, the grievance may be submitted in writing, by the Union Rep on behalf of an employee, outlining the grievance and the redress sought to the Executive Director. The Executive Director will meet with the employee and their Union Rep to investigate the grievance and attempt to adjust it. At this hearing the grievor may be accompanied by a representative of the Canadian Union of Public Employees. The Executive Director will render their decision within five (5) working days after receipt of the grievance.

### **13.07 Step Four**

Grievances not adjusted in Step Three, relating to the interpretation, application, administration, or alleged violation of the Collective Agreement, may be referred to a Board of Arbitration within thirty (30) working days from the Umbrella's decision.

**13.08** The Umbrella shall supply the necessary facilities for the grievance meeting

### **13.09 Union Policy Grievance**

1. Where a dispute involving a question of general application or interpretation occurs, a Union policy grievance may be submitted in writing to the Executive Director by being delivered to the Executive Director within ten (10) working days from the time the circumstances upon which the grievance is based were known or should have been reasonably known by the Union. A meeting between the Executive Director and the Union grievance committee shall be held within five (5) working days of the presentation of the written grievance and shall take place within the framework of Step Three of this Article. The Executive Director will render their decision within five (5) working days of such meeting.
2. If the decision is not satisfactory to the Union, the grievance may be submitted to arbitration within thirty (30) working days of the Union's receipt of the written decision.
3. A Union Policy Grievance shall not be used as a substitute for a personal or individual grievance.

### **13.10 Group Grievance**

A group grievance shall be one arising out of the same set of circumstances on the same management decision and shall be signed by the Union and all grieving employees and shall be processed through Article 13 commencing at Step Three.

### **13.11 Technical Objections on Grievance**

No grievance shall be defeated by virtue of extenuating or exceptional circumstances. An arbitrator shall not have the power to alter or change any provisions of the Collective Agreement.

## **ARTICLE 14 - ARBITRATION**

### **14.01 Composition of Board of Arbitration**

The Board of Arbitration will be composed of one (1) person appointed by the Umbrella Board, one (1) person appointed by the Union, and a third person to act as Chair chosen by the other two (2) members of the Board of Arbitration. No person shall be appointed as a representative who has participated in prior efforts to settle the grievance to be arbitrated.

**14.02** Within ten (10) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its appointee.

### **14.03 Failure to Appoint**

If the two (2) appointees fail to agree upon a Chair within fourteen (14) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

### **14.04 Decision of the Arbitration Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding on the parties.

### **14.05 Expenses of the Arbitration Board**

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints;
2. One-half of the fees and expenses of the Chair.

### **14.06 Amending the Time Limits**

The time limits set out in both the grievance and arbitration procedures are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, which agreement shall not be unreasonably withheld by

either party, shall result in the grievance being deemed to have been abandoned subject only to the provision of the appropriate sections of the *Labour Relations Act*.

- 14.07** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 14.08** The Umbrella and the Union agree that a grievance may be submitted to a single arbitrator as per the appropriate section of the *Labour Relations Act*. If both parties can agree upon an arbitrator, that person shall be chosen. If the parties are unable to agree upon a single arbitrator, the parties may jointly request the Minister of Labour to make an appointment under the appropriate section of the *Labour Relations Act*.
- 14.09** An arbitrator shall not have the power to alter or change any provisions of the Collective Agreement.

#### **ARTICLE 15 - ACCESS TO PERSONNEL FILES**

- 15.01** An employee may request, in writing, via email to the HR department, to view their personnel file. The review of the file shall be done in the presence of Human Resources with the employee's Representative present if so elected, at a mutually convenient time. The file will be kept secured in the Human Resources Office. The employee shall have the right to respond, in writing, to any document contained therein. Such reply shall become part of the permanent record. Staff documentation kept on site at the Centres will be primarily Ministry required documents.

#### **ARTICLE 16 - DISCIPLINE AND TERMINATION**

- 16.01** Any disciplinary actions will follow Umbrella Family's Progressive Discipline Policy and take place in the presence of a Union Rep. At the meeting, the employee and the Rep must be provided with a letter stating the reason for the disciplinary action. This letter is to be placed in the employee's record to justify any later disciplinary action. The meeting must occur within seven (7) working days of the incident/s giving rise to the action. In the event that an employee who is no longer on any probation receives any disciplinary action and the employee feels that the action is without just cause, the case may be taken up as a grievance, commencing at Step Two, providing the grievance is submitted in writing to the Umbrella within ten (10) working days of the meeting and letter.
- 16.02** Where an employee is to be suspended, the action shall be taken in the presence of a Union Rep, unless the employee concerned declines representation. If the employee feels the suspension is without just cause, the case may be taken up as a grievance commencing at Step Three providing the grievance is submitted in writing to the Umbrella within ten (10) working days of the notice of suspension.
- 16.03** When an employee is to be terminated, the Umbrella shall inform the Union Representative of the termination. The Union and the Umbrella will arrange a time/location for the termination meeting to take place and ensure the Union

Representative or their designate is available to attend the meeting to represent the employee.

The employee shall:

1. Be so advised of the decision to terminate the employment relationship at the beginning of the meeting; and
2. Be given the reasons for discharge at such termination meeting.

**16.04** If the employee feels the discharge is without just cause, the case may be taken as a grievance commencing at Step Three of the Grievance Procedure providing the grievance is submitted in writing to the Umbrella within ten (10) working days of the discharge.

**16.05** In the event that an employee's employment is terminated with just cause, said employee shall be paid for any unused vacation or lieu time accrued.

## **ARTICLE 17 - REMOVAL OF WRITTEN WARNING**

**17.01** Any written warning or disciplinary action and meeting notes related to the disciplinary actions will be removed from an employee's file after eighteen (18) months at the request of the employee, provided the employee's personnel record has been free of any written warning or disciplinary action during the intervening period.

## **ARTICLE 18 - SENIORITY**

**18.01** Seniority shall be defined as the length of service in the bargaining unit as recognized by the terms of the Agreement. Seniority shall take effect at the time the employee is hired into a permanent union position. Long term casual covering a union position will be required to pay union dues on the position they are covering; however, will not be considered a union employee and therefore will not be protected by the Collective Agreement. If an employee is re-hired after a break in service under 18.04, previous standing shall be lost, and seniority shall accumulate effective from the date of re-employment. The seniority date will be adjusted in accordance to this article. Seniority shall be a factor in determining preference or priority in transfers, layoffs and recalls, and the first two (2) weeks of vacation preferences.

**18.02** The Umbrella shall maintain a seniority list showing each employee's length of service in the bargaining unit. The list shall be reviewed by the Union prior to distribution. An up to date seniority list shall be distributed, to all Centres, as requested. An employee shall have fifteen (15) days to communicate in writing to the Union or the Umbrella, their dispute regarding the seniority date posted and to provide any necessary documentation or the list shall be deemed correct. In order to determine seniority, any employees hired to start on the same date and year will have their names randomly drawn by the Umbrella and the Union.

### **18.03 Loss of Seniority**

An employee shall not lose seniority rights if they are absent from work because of layoff for up to twelve (12) months, or for pregnancy or parental leave, or any other protected legislated leave.

**18.04** An employee shall lose seniority in the event they:

- a) resign in writing;
- b) are discharged for just cause and is not reinstated through the grievance/arbitration procedure;
- c) are absent from scheduled work for a period of three (3) or more working days without notifying the Centre of such absence, or without providing a satisfactory reason;
- d) have been laid off for twelve (12) months;
- e) have been laid off and fails to return to work within three (3) working days after the employee has been notified by the Centre through registered mail addressed to the last address on the records of the Centre. It shall be the duty of the employee to notify the Centre promptly, in writing, of any change of address or telephone number. If an employee should fail to do this, the Centre shall not be responsible for failure of notice to reach such employee and any notice sent by the Centre to the address of the employee, which appears on the Centre's records, shall be deemed to have been received by the employee;
- f) take a leave in accordance to Article 33.10

## **ARTICLE 19 - CONTRACTING OUT**

**19.01** No bargaining unit employee shall be laid off as a result of the Umbrella contracting out any of its work or services.

## **ARTICLE 20 - VACANCIES AND JOB POSTINGS**

**20.01** A permanent vacancy is created when a position is vacated by reason of promotion, resignation, retirement, termination, death or when there is a new permanent position.

Temporary vacancies are defined as positions that will be filled for a specific period of time, not less than 1 month and not exceeding 18 months, for the purpose of vacancies created by a legislative leave.

Any employee filling a 'temporary' maternity/paternity leave, or any other job protected leave within the Employment Standards Act, will have the following provisions:

1. The employee filling the temporary position will have their own position posted as temporary, and the successful applicant to that position will exercise their bumping rights when the leave is completed.
2. When the employee returns from the leave, the employee filling the position will return to the position they left, providing the original vacancy was not more than 18 months, and providing the position still exists. If the position no longer exists, then the employee will exercise their bumping rights as stated in Article 21.
3. If a permanent position becomes available at the site where the leave is being filled, then the employee filling the temporary vacancy will have first right to fill the position, and the rest of the leave will be filled temporarily.
4. If the employee who is on this leave resigns from the Umbrella, or takes a different position with the Umbrella, then the employee filling the vacancy will be offered the position first – before being posted.

**20.02** When a position is identified as vacant, the Umbrella shall first consider those employees who are laid off. If there are no employees in a lay off position, then the vacancy will be posted within five (5) days of the employee giving notice, unless mutually agreed between Union and Management. The vacancy will be posted for seven (7) working days.

**20.03** An employee interested in a posted position will send a letter of interest, along with a resume outlining their related qualifications and experience, as required by the job posting.

The person with the most seniority will be offered the position with the following conditions:

1. The probationary period has been completed unless the position applied for is for more money or more hours.
2. There are no documented performance issues.
3. The person has the necessary skills and experience.

In extenuating circumstances, an exception may be made with agreement between the Union and the Umbrella.

If the new role requires different responsibilities, employees will serve a 225 hours worked probationary period for a part time position, and a 337.50 hours worked probationary period for a full time. Should they be unsuccessful, they will exercise their bumping rights and bump the most junior person on the seniority list with the equivalent position that they left.

The employee will be notified of their new role within three (3) working days after the posting closes and they will start their new role within two (2) weeks of notification unless otherwise agreed to with the Union. The successful applicant's name will be sent out on the original posting and posted in all centres for three (3) working days.



It is every employee's responsibility to keep themselves informed of new job postings.

- 20.04** Any resulting vacancies will be filled in the same manner.
- 20.05** Each posting shall contain the following information: the centre the posting is for, the nature of the position, necessary qualifications and required knowledge, preferred skills, hours of work, wages as per the Collective Agreement.
- 20.06** The Umbrella shall send a copy of the posting to the Union Representative via e-mail, or fax, before it is sent to all Umbrella programs. The notice will be posted in each program for a minimum of seven (7) working days. The Umbrella shall make every effort to ensure that the vacancies are filled as quickly as possible.
- 20.07** If two or more applicants express interest for a position, other than cook/housekeeper, teacher's aide, Support Leader or Program Leader, the position will be awarded in accordance with Article 20.03
- 20.08** In the event that more than one job/position becomes open within the Umbrella at the same time; each posting shall be done individually with the necessary information pertinent to each position.
- 20.09** For continuity and quality of care, employees will remain in their new position for the remainder of the current school year, unless the position they are applying for is offering increased hours or a higher rate of pay. Should a request be made for another move for any other reason, the move must be discussed and agreed to by Management and the Union.

## **ARTICLE 21 - LAYOFFS AND RECALLS**

### **21.01 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce, a program closure, or a permanent reduction of more than 10 hours per week to an employee's regular hours of work for a period of more than thirteen (13) weeks. If the layoff is a reduction in hours and puts the employee into 'part-time' status, the Umbrella will continue to pay full-time benefits for the employee until the end of thirteen (13) weeks. At that point, the employee may exercise their bumping rights according to their original position and number of hours.

If an employee with more than two (2) years seniority is laid off, the employees' group health, dental and extended healthcare benefits will continue for one (1) month after the date of lay off.

### **21.02** When an employee is to be laid off, they shall be given written notice of the layoff in accordance with the following schedule:

1. Less than two (2) years seniority - two (2) weeks notice;

2. Two (2) years of seniority or more – four (4) weeks notice.

**21.03** a) In the event of layoff, employees shall be laid off in reverse order of seniority in the following manner:

1. Probationary employees beginning with the most recently hired.

2. Permanent employees in order of seniority beginning with the most junior employee.

b) Seniority shall be used in its reverse order, as specified in (a) above, except that a senior employee may be retained out of order of seniority where there is no other permanent employee who is to be laid off who is capable and qualified to perform the work of the junior employee.

**21.04** Employees exercising their right to bump must presently possess the qualifications and skills, which enable the employee to perform the work required after being given general orientation. An employee who has received a notice of layoff will bump the most junior employee with the following provisions:

1. No employee may bump another employee for more than their equivalent daily hours.

**21.05 Recall**

Employees shall be recalled in order of seniority, providing that a vacancy occurs within twelve (12) months of the layoff, and the employee is qualified to do the work.

**21.06** No new bargaining unit employee shall be hired until all laid off employees who are qualified to perform the available work have been recalled or the recall period has ended.

**21.07** If a senior employee subject to layoff or recall refuses an offer of reemployment on the permanent full-time and the permanent part-time staff under these procedures provided the employee is being recalled to their former status, the Umbrella shall have no further obligation to the employee under the Collective Agreement.

**21.08** It shall be the duty of all laid off employees to notify the Umbrella promptly in writing, of any change of address. If an employee should fail to do so, the Umbrella will not be responsible for failure of notice to reach the employee and any notice sent by the Umbrella will be registered mail to the address which appears on the Umbrella's personnel records, shall be conclusively deemed to have been received by the laid off employee.

**ARTICLE 22 - HOURS OF WORK**

**22.01** All 7.5 straight shifts will be given a one (1) hour break: one-half (1/2) hour paid and one-half (1/2) hour unpaid.

All shifts which are more than five (5) hours, but less than 7.5 hours, will be given one (1) unpaid break of one-half (1/2) hour. Breaks will not be taken at the end of the shift.

- 22.02** This article provides the basis for the calculation of any payment of overtime, and for establishing work schedules, but shall not be read or construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. The standard hours of work per day shall not exceed seven and one-half (7 ½) hours per day, except in the case of Article 26. All seven and one-half (7 ½) hour shifts, that are NOT splits, but are straight time (i.e. 8:00-4:00, 8:30-4:30, etc.) shall be rotated among staff, unless otherwise agreed upon between the staff at that location and the Supervisor. Normal hours of work shall be scheduled based on the service delivery required at that site between 6:45 am and 6:00 pm.
- 22.03** The regular work week for a part-time employee shall be 28 hours per week or less.
- 22.04** Staff are expected to remain on premise until the end of their scheduled shifts, unless otherwise approved by their Supervisor. Lieu hours may be used if staff are leaving early, if approved by their Supervisor. Where numbers of children are low, staff will use time to tidy and/or clean classrooms or do other tasks.

### **ARTICLE 23 - EXTENDED WORKING HOURS**

- 23.01** During the life of the Agreement, extended working hours may be introduced provided that:
1. They are mutually agreed upon between the Union and the Employer; and
  2. The number of hours worked in the course of a week do not exceed the limits stipulated in Article 22 above;
  3. Each centre will endeavour to schedule one (1) employee on the opening shift to begin 15 minutes prior to opening time.

### **ARTICLE 24 - CHANGE IN WORK SCHEDULE**

- 24.01** If an employees' regularly scheduled shift needs to be changed by the Umbrella, then five (5) working days' notice must be given to the employee. If five (5) working days' notice is not given, the employee has the right to refuse the change. If necessary, overtime rates will apply. This Article may be waived if mutually agreeable between both parties.

### **ARTICLE 25 - OVERTIME**

- 25.01** Overtime at the rate of time and one-half (1 ½) the employee's regular rate of pay will be paid as follows:

- a) for authorized work performed in excess of seven and one-half (7 ½) hours per day.
- b) for authorized work performed in excess of thirty-seven and one-half (37 ½) hours per week.
- c) for any time past 6:00 P.M. when a child is still in the care of the employee.
- d) any authorized overtime can be paid as lieu time or paid out at the discretion of the employee.
- e) The Umbrella will offer TA hours to before and after school staff during the day, but before and after school and TA hours combined are not to exceed 8.5 hours per day. Overtime hours will be paid on occasional days where the combined shifts exceed 8.5 hours.

**25.02** The Umbrella will endeavour to keep overtime to a minimum.

## **ARTICLE 26 - LIEU TIME**

**26.01** a) Full time – Mandatory Umbrella Meetings and Training

Full time employees will be paid at time & one-half (1 ½) or granted lieu time at time and one-half (1 ½) rates to be taken at a time mutually agreed to between the employee and the Supervisor, for time spent attending the following in accordance with Article 25 – Overtime, that extends the work day beyond 7.5 hours:

- Centre staff meetings – Centre staff meetings will be held once a month, at a time when ALL Centre staff are not required to perform their regular duties in the classroom or kitchen. Supervisors will endeavour to set staff meetings that are conducive to staff availability.
- Umbrella training session – NOT including Company Orientation Meetings

b) Part Time – Mandatory Umbrella Meetings and Training

For employees who work less than twenty-eight (28) hours per week and the required meeting as in 25.01 (a) extends the workday beyond 7.5 hours, payment at time and one half (1 ½) or lieu time at the discretion of the employee, will be granted. Lieu time at straight time shall be granted or paid out at straight time for these meetings in the event they do not extend the workday beyond 7.5 hours.

**26.02** **Optional Umbrella Events**

Employees will be granted lieu time, at straight time rates, for attendance at the following:

- School Open house

- Family events twice (2 times) per school year

**26.03** Lieu time, at straight time rates, will be given for attendance at any joint committee (with the exception to JHSC) meeting that takes place or extends beyond the employee's regular workday. The Umbrella will endeavour to hold joint committee meetings during regular working hours. Such committees described could consist of: Labour Management, Curriculum, Ad Hoc.

**26.04** Lieu time may be accumulated to a total of 75 hours, after which time additional lieu hours will be paid out.

**26.05 Use of Lieu Time**

Employees may use up to three (3) non-consecutive days per calendar year from their accumulated lieu time bank as lieu time at a time mutually agreed to between the employee and the Supervisor.

An employee wishing to use a lieu day must submit a request to their Supervisor at least three (3) days prior to the day requested.

If granted, only one day within a calendar year may abut vacation time or any other recognized holiday.

No more than one (1) employee from a Centre will be permitted a lieu day at the same time. If a lieu day is being used, the Supervisor shall arrange coverage.

**ARTICLE 27 - PAY SCHEDULE**

**27.01** The Umbrella shall pay wages every two (2) weeks in accordance with the wage schedule.

**ARTICLE 28 - PAY STATEMENTS**

**28.01** On each pay, each employee shall be provided with an itemized statement of their wages, overtime, and deductions.

**ARTICLE 29 - PAY OF TRANSFER TO LOWER RATED JOB**

**29.01** When an employee is temporarily assigned by the Umbrella for a period of up to 4 weeks to a position paying a lower rate, their rate, and grants, shall not be reduced. This article does not apply to school break periods.

## ARTICLE 30 - VACATION

**30.01** Employees shall be entitled to paid vacation periods in accordance with the terms and conditions outlined in this article. The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

Years of Service are defined as time actively worked or as approved time off (exclusive of WSIB, EI or other income replacement plans). Pregnancy and Parental vacation benefits are in accordance with the *Employment Standards Act, 2000* and are outlined in Article 33.02.

Vacation is accrued based on hours worked.

- a) For employees on staff as of July 26, 2004 – the vacation year shall be from January to December, and these employees shall be allowed to use their vacation entitlement earned during that same vacation year.

Years of Active Service	Vacation Accrual
Ten (10) years	Five (5) weeks

- b) For employees hired after July 26, 2004 – the vacation year shall start on their service date.

Years of Active Service	Vacation Accrual
Less than one (1) year	.83 vacation days earned for each month worked to a maximum of 10 days.
Completion of one (1) year of service	.83 vacation days earned for each month worked to a maximum of 10 days.
Completion of two (2) years of service	1.25 vacation days earned for each month worked to a maximum of 15 days
Completion of five (5) years of service	1.67 vacation days earned for each month worked to a maximum of 20 days
Completion of ten (10) years of service	2.08 vacation days earned for each month worked to a maximum of 25 days

**30.02** If a paid holiday falls or is observed during an employee’s vacation period, the employee shall be granted an additional day off with pay, at their regular hourly rate, at a time mutually agreed upon between the Supervisor and the employee.

**30.03** Employees who work casual hours (exclusive of school break periods) will be paid vacation pay for all casual hours on the biweekly pay in the following manner:

Employees with < 1 year of service as of September 1 <sup>st</sup>	4%
Employees with >= 1 year but < 4 years of service as of September 1 <sup>st</sup>	6%

Employees with $\geq$ 4years but $<$ 10 years of service as of September 1 <sup>st</sup>	8%
Employees with $\geq$ 10 years of service as of September 1 <sup>st</sup>	10%

- 30.04**
1. An employee entitled to up to two (2) weeks' vacation may take it at one time during the vacation year.
  2. By the first working day after the Christmas Break, each employee will submit their vacation request for that year. All vacation requests submitted after that date, will be filled on a first come first serve basis. When the request is given by that date, Management will find coverage. Employees will be responsible for finding coverage for requests submitted after that date. For any vacation requests submitted after the due date, the employee must give five (5) days' notice of the time requested off. Approval will be given within two (2) working days. All vacations will be approved on a seniority basis. To ensure consistency of programs, no more than 1/3 of the required staffing complement will be approved for vacation during any given week. School Age Camp staff and cooks will NOT be included in the 1/3 staffing compliment. Vacation schedules will be distributed to staff within twenty (20) working days from the request due date.
  3. If supply who have agreed to cover is unable to fulfill their agreement, it will be up to the Supervisor to find replacement coverage.
  4. Vacations will not be permitted during the last week of June, last week of August or the first week of September. In the case of exceptional circumstances, the employee may make a written request to the Program Manager. The Program Manager will endeavour to approve such request.
  5. Upon the Supervisor's approval of dates requested, a maximum of five (5) single vacation days may be used throughout the year while another five (5) single days may be used during the months of July and August.

**30.05** In the event of a death of a family member as listed in Article 33 of this Agreement, during an employee's scheduled vacation time, the employee may request in writing to the Executive Director consideration to replace vacation time lost as a result of the bereavement. Such request shall not be unreasonably withheld. Any vacation time replaced shall be credited to the employee for use later in that vacation year. The employee shall be required to provide any necessary documentation required by the Umbrella.

**30.06** If an employee is hospitalized or sick, as certified by a medical physician, for three (3) consecutive days during their vacation period, the employee may request in writing to their Supervisor to replace vacation time. The employee shall be required to furnish any necessary documentary evidence required by the Umbrella.

**30.07 Unearned Vacation**

All employees who wish to take unearned vacation to a maximum of two (2) weeks may do so with the permission of their Supervisor and Program Manager provided they have completed probation.

An employee who has used unearned vacation entitlement and whose employment terminates before earning entitlement to those credits shall reimburse the Umbrella for the remaining unearned credits.

**30.08** Any employee who wishes to carry over, to the next vacation year, earned vacation to a maximum of seven (7) days, may do so with permission of the Supervisor.

**30.09** For December 24<sup>th</sup> and 31<sup>st</sup>, hours of operation will be determined annually by the Umbrella Board and the School Board.

For sites that are not open during the Holiday Break, staff will be paid half of the regularly scheduled shift for December 24<sup>th</sup> and 31<sup>st</sup>.

For sites that are open during the Holiday Break, employees choosing to take any possible half days off will be entitled to use half of a vacation/lieu day but will still be paid for the full day.

**30.10** The Umbrella will recognize the following as paid holidays:

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

**30.11** Employees who work less than 37.5 hours per week with vacation scheduled in the summers, shall have the right to take their full allotment of vacation days OR a reduced number of days to avoid a reduction in their weekly pay during the summer.

## **ARTICLE 31 - MILEAGE**

**31.01** When requested by and authorized by the Supervisor to use their personal vehicle for Centre business, employees who do so will be reimbursed at a rate of .50 cents per kilometer.

## **ARTICLE 32 – LEAVES**

### **32.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disable, exposed to a contagious disease or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

In addition, earned sick leave entitlement may, at the option of the employee, may be used for paid absences due to family illness, injury or medical emergency.

### **32.02 Entitlement/Accrual**

1) Entitlement: one and one-quarter (1.25) days per month, effective January of each year to a maximum of fifteen (15) days per year.



Sick days will accrue to a maximum of fifty (50) days.

Sick time is accrued on hours worked, including sick time and vacation.

Three (3) paid sick days will be available after the completion of 250 hours worked for a part time employee and 375 hours worked for a full time employee and the balance accumulated will be given on completion of the probationary period.

- 2) When a full-time employee has accrued the maximum of 375 hours of sick time, they will continue to accrue "sick time credits" until November 30<sup>th</sup> of each year. In December of the same year, employees will be paid out the equivalent of one third (1/3) of all "sick time credits" accumulated beyond the maximum of 375 hours, to a maximum of 5 days per calendar year. The employee's sick bank will then revert back to 375 hrs. and "sick time credits" may begin to accrue once again.
- 3) When a part-time employee has accrued the maximum of 280 hrs. of sick time, they will continue to accrue "sick time credits" until November 30<sup>th</sup> of each year. In December of the same year, employees will be paid out the equivalent of one third (1/3) of all "sick time credits" accumulated beyond the maximum of 280 hrs. to a maximum of 5 days per calendar year. The Employees' sick bank will then revert back to 280 hrs. and "sick time credits" may begin to accrue once again.
- 4) For each calendar year where an employee does not use their sick time, they shall, at their option, be given one (1) day's extra pay, at straight time, or a day off with pay in the following calendar year.

### **32.02 Use of Sick Time**

In each program, the Supervisor and staff will discuss the protocol of calling in sick and work together to put in place a plan to handle unexpected illness during the night. (ex. identify staff who would be willing/able to come in early; supply staff to be called). The employee will be expected to call their Supervisor between the hours of 6am and 9pm. The ill employee will call their Supervisor or their designate, who will find a replacement and contact the centre to advise. The employee will make every effort to give as much time as possible to find a replacement, with the expectation that employees will endeavour to provide two (2) hours' notice.

Employees will attempt to schedule routine medical appointments outside of regular working hours.

### **32.03 Deductions for Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave, exclusive of holidays. Absence on account of illness or medical appointments will be deducted hour for hour.

Employees will be required to exhaust all sick leave allotments prior to commencing an unpaid medical leave.

### **32.04 Certificate from a Medical Practitioner**

If an employee calls in sick for their regularly scheduled shift before or after a statutory Holiday, they may be required to provide proof of illness from a medical practitioner.

An employee may be required to produce a certificate from a medical practitioner for any illness or accident requiring an absence in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

An employee will be required to produce a certificate from a medical practitioner for any illness or accident requiring an absence during their two (2) weeks' notice of resignation or if their illness abuts a statutory holiday or scheduled vacation period.

### **32.05 Sick Leave During Layoff**

When an employee is laid off, as defined in Article 21 of this Agreement, they shall not accrue or use sick leave credits for the period of such absence, but shall retain their cumulative credits, if any, existing at the time of such layoff.

### **32.06 Personal Days/Leaves**

1. Employees may use up to three (3) non-consecutive days per calendar year from their sick bank, as personal leave with permission from their Supervisor. An employee wishing to use a personal leave day must submit a request to their Supervisor at least one (1) day prior to the day requested. If granted, such day shall not abut vacation time or any other recognized holiday. No more than one (1) employee from a Centre will be permitted a personal leave day at the same time. The employee will find their own coverage.
2. The employer will grant a leave of absence without pay provided such leaves are for good and sufficient reason and can be granted consistent with the requirements of the Umbrella. Service and seniority entitlements shall be retained but not accrued for any time in excess of thirty (30) consecutive days.
3. Requests shall be made in writing and shall be submitted to the employee's Program Manager ten (10) working days in advance of the commencement of the leave, unless the circumstances make it impossible to do so. Replies to the employee's request shall be made in writing within five (5) working days and shall include the reason if the request cannot be granted. If approval cannot be given, then the Program Manager and the Union Representative will meet to discuss the leave. The employee requesting the leave will be informed of the decision immediately after the meeting.
4. Employees will be responsible for 100% of benefit premiums while on such a leave that exceeds thirty (30) days, for which post-dated cheques will be required to be given to Human Resources prior to the leave commencing.

### **32.07 Grievance**

Representatives of the Union shall not suffer any loss of pay or benefits, for time spent in grievance procedures within regular working hours.

### **32.08 Education Leave**

The Umbrella agrees that employees with two (2) years seniority who wish to pursue an ECE diploma shall be permitted up to two (2) years of unpaid educational leave. During the educational leave, the employee may be eligible for coverage under the extended health benefit for a period of six (6) months and shall be responsible for all costs associated with extended health benefits. Should the employee wish to work during this educational leave, their name will be placed on the casual staff directory. Any work performed will be paid at the casual rate of pay.

Upon return from the leave, the employee would be provided with a comparable position.

### **32.09 Union Affairs**

Employees elected or appointed to attend conferences and conventions or to conduct the Union's affairs shall, where reasonably possible, be granted a leave of absence without pay for the same provided the employer is given reasonable notice. No more than one (1) employee per Centre, to a maximum of four (4), may be absent at any one time and such leaves without pay shall not total more than twenty (20) working days per year, excluding traveling time. The Umbrella will continue to pay the employees' salary and benefits and invoice the Union for the same.

### **32.10 Temporary Management Leave**

Any employee wishing to take a temporary management position (a position NOT covered under this Collective Agreement) within the Umbrella may do so under the following conditions:

1. The position is no longer than 12 months. The Umbrella or the Union may request approval of an extension beyond 12 months if there are exceptional circumstances. The extension will be granted upon mutual agreement of all parties.
2. Union dues are NOT deducted from the wages of the employee during this leave.
3. The employee fully understands that they will not be protected/represented by the Union in any way during this leave and will not be allowed to attend Union meetings.
4. When a staff returns from a temporary management leave, they will take any open vacancies with the same position, number of hours, and rate of pay, or, if there are no vacancies, they shall then bump the most junior person on the seniority list who holds the same number of hours and rate of pay that they held prior to taking the temporary position. All others affected shall exercise bumping rights.

If an employee chooses to take a second temporary management leave, the length of time they are on this leave will be deducted from their original seniority date. Any subsequent temporary management leaves taken after that, will result in forfeiting their Union position.

5. The employee will accrue years of service but not seniority during this leave.
6. The employee taking any temporary management leaves will submit a request for such leaves to the Executive of the Union. All requests will be reasonably granted.

### **ARTICLE 33- Sick Leave/Family Responsibility Leave/Bereavement Leave**

**33.01** An employee's entitlement to sick time, family responsibility leave, personal days, and bereavement leave will be included in, and not in addition to, their similar entitlements under the Employment Standards Act, 2000, which may be amended from time to time.

#### **33.02 Pregnancy & Parental Leave**

1. The employee shall give at least two (2) weeks written notice of when their Pregnancy/Parental Leave will begin. For employees taking both Pregnancy and Parental Leaves (commonly known as maternity leave), only one notice will be required.
2. The employee returning to work after parental leave shall provide the Umbrella with at least two (2) weeks written notice of her expected return. The employee must provide four (4) weeks written notice if they are changing the end date of their leave.
3. The Umbrella will contribute its share towards the premium cost of the employees benefit plan. For employees who contribute to their benefits premiums, such employee shall provide monthly postdated cheques for their contributions prior to commencing the leave. Should the employee not provide postdated cheques within 30 days of their leave commencing, their benefits will be cancelled until they return to work. Should the employee request to extend their maternity leave, beyond the ESA allotted 18 months benefits will not continue for the extended maternity leave. In the event of an extended maternity leave, the employee will be required to re-apply for benefits.
4. It is the responsibility of the employee to inform Human Resources of the name, gender, and date of birth of their child as soon as possible, to have their child added as a dependent under their benefits.
5. For an employee taking either or both Pregnancy and Parental leaves, the employee's vacation accrual bank shall be credited with .83 vacation days per month of leave, up to a maximum of two (2) weeks' vacation.

#### **33.04 Jury and Witness Duty**

An employee shall be allowed leave of absence without loss of pay, benefits, or seniority, for a period of up to three (3) weeks maximum, if absent for the purpose of jury service, or subpoenaed as a witness in any court proceedings, providing the employee pays to the Umbrella any fee, exclusive of traveling allowances and living expenses, received as a juror or as a witness. Should the jury leave exceed three (3)

weeks, the additional time away will be unpaid time, without loss of benefits or seniority.

### **33.05 Bereavement Leave**

Paid leaves of absence shall be granted for bereavement purposes as follows:

Five (5) working days following the death of;

- employee's spouse
- parent/step-parent or foster parent of the employee or the employee's spouse
- child, step-child or foster child of the employee or the employee's spouse
- a child who is under the legal guardianship of the employee or the employee's spouse
- a brother, step-brother sister, or step-sister of the employee

Three (3) days following the death of;

- grandparent, step grand-parent, grandchild or step-grandchild of the employee or the employee's spouse.
- brother-in-law, step brother-in-law, sister-in-law or step-sister-in-law of the employee
- a son-in-law or daughter-in-law of the employee or the employee's spouse

One day to attend the funeral of;

- an aunt or uncle of the employee or the employee's spouse
- a nephew or niece of the employee or the employee's spouse

Absence on the day of death is not included in the calculations of the leave.

The Umbrella may require the employee to show proof of death.

In recognition of the fact that circumstances, which call for bereavement leave, are based on individual circumstances, the Umbrella, on request, may grant additional unpaid bereavement leave, with loss of pay and without loss of seniority. Employees may use sick days, lieu days or vacation days or any unused PEL Days to cover unpaid time needed.

The Supervisor will find coverage for any bereavement leaves within their centre.

Probationary employees are entitled to all rights under Article 33, Bereavement Leave.

### **33.06 Leaves Available under the Employment Standards Act**

Employees will be eligible for leaves of absence under the Employment Standards Act, including, as may be amended from time to time:

- I) Family caregiver leave
- II) Family medical leave
- III) Critical illness leave
- IV) Organ donor leave
- V) Reservist leave
- VI) Child death leave
- VII) Crime related child disappearance leave
- VIII) Domestic or sexual violence leave

The employer shall comply with the Employment Standards Act requirements for unpaid leaves of absence

### **ARTICLE 34 - POSTING UNION NOTICES**

**34.01** The Umbrella shall provide space at all centres for posting Union business.

### **ARTICLE 35 - STRIKES AND LOCKOUTS**

**35.01** The Union agrees there shall be no strikes and the Umbrella agrees there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act*.

### **ARTICLE 36 - VOLUNTARY TERMINATION**

**36.01** An employee who voluntarily terminates employment with the Umbrella must, wherever possible, provide a minimum of two (2) weeks’ notice in writing to the Supervisor of their centre.

### **ARTICLE 37 - COPIES OF COLLECTIVE AGREEMENT**

**37.01** The Umbrella and the Union desire every employee to be familiar with the provisions of the Collective Agreement; for this reason, the Union and the Umbrella shall share the cost of making copies and distributing the Collective Agreement. The Umbrella will have copies made and will invoice the Union for half. A copy shall be given to every member, each Umbrella site and each member of management.

### **ARTICLE 38 - BENEFITS**

**38.01** It is agreed and understood that the Umbrella’s sole obligation in arranging for benefit coverage is the requirement to pay premium costs in an amount which is negotiated with the insurance carriers from time to time. Details of the insurance

plan are set out in the master insurance plan between the insurance carrier and the Umbrella and at all times provisions of those plans will govern. Any dispute is between the employee and the carrier with respect to benefit entitlement.

For coverage under this plan, refer to booklet.

It is understood that the Umbrella at any time may substitute another carrier to provide for the aforementioned benefits, provided that the benefits conferred are the same or superior to the existing package, dependent on availability. Before making such a substitution, the Umbrella shall notify the Union to explain the proposed changes and to ascertain the views of the employees.

**38.02 Extended Health Benefits for Full-time (28.25 hrs. or more per week)**

The Umbrella will pay one hundred per cent (100%) of benefit costs for any employee hired during the term of the Agreement who works more than 28.25 hours per week, providing they have completed their probationary period, and wish to participate in the existing benefit package.

If an employee holds two (2) positions within the organization and the total hours worked per week totals thirty (30) hours or more, they will, for the purposes of this article ONLY, be considered full time and be eligible for benefits.

**Extended Health Benefits for Part-time employees (28 hours or less per week)**

The Umbrella's premium contribution to the benefit plan, for qualifying part-time employees, will be based upon the single premium only. The Umbrella's paid portion will be 60% of the cost of the single premium. If an employee wishes to have family coverage, then that employee will be responsible to pay 100% of the difference between single and family coverage. Premiums will be deducted from the employees' bi-weekly pay. Changes in the cost of benefits will be adjusted within 30 days of the effective date.

Employees working less than 20 hours per week do not qualify for benefits as per the insurance carrier.

**38.03** Benefit coverage will commence on the first day of the month following the month in which they have successfully completed the probationary period according to Article 11.

**38.04** At the termination of this benefit plan, renewal will be at the mutual agreement of Management and the Union.

The employer may decide to substitute another insurance carrier for any of the foregoing benefits provided the current level of benefits is maintained.

## **ARTICLE 39 – ADDITIONAL OPTIONAL BENEFITS**

### **39.01 Registered Retirement Savings Plan**

The Umbrella will arrange to have payroll deductions taken for those employees who have elected, at their own expense, to contribute the premium costs for the Registered Retirement Savings Plan.

### **39.02 Child Care for Employee's Children**

Employees shall have priority for their child/children on the waiting list for childcare programs operated by the Umbrella.

### **39.03 Critical Illness**

The Umbrella will arrange to have payroll deductions taken for those employees who have elected, at their own expenses, to contribute to the premium costs for the Critical Illness Insurance. Eligibility to participate in Critical Illness will commence on the first day of the month following the month in which they have successfully completed the probationary period.

### **39.04 EAP Program**

The Umbrella will provide all employees that have completed their probationary period, access, at no cost, to our EAP Program.

## **ARTICLE 40 - PROGRAM PREPARATION TIME**

**40.01** As of September 4, 2018 all positions, except Cook/Housekeeper/Teachers Aide, will be allowed one and one half (1 ½) hours of program preparation time weekly. This time will be scheduled as follows:

Full time employees: during their regular hours of work. This time will be scheduled, and taken, on a regular weekly basis. In extenuating circumstances, this time may be rescheduled, with agreement between the staff and Supervisor.

Part time employees: in addition to their regular hours of work. With permission from their Supervisor, part time employees, who work in a Satellite program, may do their programming off site.

Every centre will discuss with their Supervisor how the programming sheets will be 'proof read'.

**40.02** During the regular monthly staff meeting, a minimum of one (1) hour will be given to all staff. This hour may be used for the following:

- i) For cleaning/disinfecting toys in the classroom
- ii) Classroom rearranging



- iii) Documentation
- iv) Collaboration of programming for the classroom
- v) Kitchen cleaning/reorganizing – for cook/housekeeper/teacher’s aide.

With permission from the Supervisor, the hour can be taken before or after the staff meeting. In a month where there is no staff meeting, full time staff will be allowed to take the hour before or after their regularly scheduled shift and will be paid overtime or lieu time (as per Article 26 – Lieu Time). Part time staff will be given an additional hour over and above their regularly schedule shifts.

Any changes in any of the allotted programming times, will be in agreement with the staff and their Supervisor. No reasonable request for change will be denied.

Programming will not be completed on the same day as a staff meeting or any other mandatory meeting dates.

#### **ARTICLE 41 - TEMPORARY CLOSURE OF CENTRES**

- 41.01** In the event that a Centre has to close during regular working hours due to reasons beyond the employers’ control, employees will be paid their regular wages to a maximum of two (2) consecutive days per occurrence. This clause is not applicable to employees having previously scheduled leaves, such as vacation or sick days.

#### **ARTICLE 42 - BOARD MEETINGS**

- 42.01** The President of Local 3491 will be invited to attend Umbrella Board meetings, as a member with voice but not vote, and shall be paid by the employer for time in attendance. Prior to an Umbrella Board or appropriate committee meeting the Union Representative will be provided with a copy of the agenda.

#### **ARTICLE 43 - PLANNING TIME FOR MENU CHANGE**

- 43.01** Each employee regularly responsible for preparing a mid-day meal (Cook) will meet up to four (4) times annually to develop Umbrella-wide menus, corresponding grocery lists and to establish standards regarding the day to day functioning of the kitchen. These meetings will be mandatory and will take place in addition to the regular hours of work. If applicable, cooks will be compensated at overtime rates in accordance with Article 25.

The position of Cook will be allotted one (1) extra hour per month for Kitchen Management, which is to be scheduled at the same time as time allocated in Article 40.02(v)

## ARTICLE 44 – SATELLITE CENTRE EMPLOYEES

This article pertains only to employees who work at centres that do not run a ‘full-day’ program – i.e. no infants, toddlers or preschoolers

For the purpose of this article, a non-work period will include, but is not limited to, Christmas Break, March break, Summer Break and PA days.

Should a child care survey warrant a full program operation during non-work periods, a decision to extend services *either* temporarily beyond the school year, *or, to offer care through ‘non-work’ periods*, will be made by the Executive Director and/or the Program Managers. If there is a need to run a program during these times, all staff must be available to work. If all staff are not needed, a rotation will be set up in a fair and equitable manner so that all staff have the opportunity to work, or not, during these periods.

**44.01** Where numbers of children do not warrant a full program operation during a non-work period, Satellite Centre employees will:

- 1) Have no access to the bumping procedure under Article 21.
- 2) Continue to accrue full seniority
- 3) With the exception of summer, be required to use a vacation day or a lieu day (if they have accumulated it in their banks). Personal sick days will not be allowed.
- 4) Employees who do work during a non-work period, at a site other than their own, will be paid vacation in accordance with the following chart.

Employees with <1 year of service as of September 1 <sup>st</sup>	4%
Employees with >= 1 year but <4 years of service as of September 1 <sup>st</sup>	6%
Employees with >= 4 years but <10 years of service as of September 1 <sup>st</sup>	8%
Employees with >= 10 years of service as of September 1 <sup>st</sup>	10%

- 5) Have the option of being assigned work in other Umbrella centres in accordance to the following:

Satellite Centre employees, who are interested in working during a non-work period, other than the summer months, will fill out an availability form and will be provided with an email address to send the form to.

If the Umbrella identifies that work is available at another site, then Satellite employees will be assigned based on seniority within the Satellite staff group. Any hours worked will be paid at the current applicable rate for the work to be performed, based on years of service and excluding the current SEG (Salary Enhancement Grant), but inclusive of the WEG (Wage enhancement grant-if available). If any employee is working at a centre where the current enrollment was increased

temporarily, and requires an additional staff, the employee will be paid at the current applicable rate for the work to be performed, including both grants. (If available)

Any Satellite Centre employee choosing to work during non-work periods will have Union dues deducted from their pay in accordance to Article 9 of this agreement.

- 44.02** Satellite Centre employees will be required to work during the last week of August to prepare their cart/classroom, attend a staff meeting or training session, etc. The Supervisor of the program will provide each staff member with at least 5 days notice of the date and times they are expected to return to work.

Satellite Centre employees, who are scheduled to work at Centres which are opening for the first time in September, will be notified during the month of August as to the date they are to report to work. These employees will be granted a minimum of twenty-five (25) hours to set up the new program.

- 44.03** Program Leaders, who work at Satellite centres, and are working during the months of July and August, will be given a minimum of one (1) hour each week to do the necessary arranging for September enrolment for their site.

Program Leaders NOT working throughout the summer, will be assigned to a full day site every two weeks, to go to do the necessary arranging for September enrolment for their site. Employees will be paid for all hours worked. This may include, but is not limited to, checking and responding to emails and/or voicemails, fee schedule changes and attendances. Area Supervisors will not be responsible for these duties.

- 44.04** Satellite Centre employees (RECE-JK/SK or School Age) not working at their home site during school break times will be assigned work (float staff, vacation relief, etc.) where work is available based on seniority. Any hours worked will be paid at the applicable rate for the work to be performed, excluding the SEG (salary enhancement grant), but inclusive of the WEG (wage enhancement grant – if available)

All TA positions held by Satellite employees or school age staff during the school year, will be abolished at the end of the school year, to resume again in the September of the new school year, provided the position is still required. If the position is not required, the staff member shall have bumping rights under this Collective Agreement.

#### **ARTICLE 45- JK/SK AND SCHOOL AGE SUMMER CAMP PROGRAMS**

- 45.01** JK/SK and School Age Summer Camp Programs will run in full day sites and will be staffed with employees from their site. Employees will be allowed to use up to two (2) weeks vacation throughout the summer.

JK/SK Shifts will be scheduled and rotated fairly and equitably within the centre. School Age Staff shifts will remain the same all summer and will be scheduled according to bus times.

All summer camp staff will be given programming time in accordance to article 40.

Staff will be hired to fill the role of Waterfront Leaders (Lifeguards) at the camp. These positions will be posted, and interviews will be held for them.

**ARTICLE 46 - TERM OF AGREEMENT**

**46.01** The agreement shall be binding and remain in effect from January 1, 2020 until December 31<sup>st</sup>, 2022 and shall continue from year to year thereafter unless either party gives the other notice in writing by no more than ninety (90) and not less than thirty (30) days of such year, that it desires its termination or amendment.

**APPENDIX A - PROGRAM LEADER ADMIN TIME CHARTS**

Allocated Hours for Program Leader Administrative Time at Satellite Programs.

Admin hours/grocery time/programming time are to be done separately on different days of the week, and, are not to make the work day exceed 7.5 hours/day.

<b># of groups or number of children</b>	<b>Hours for administration duties plus grocery shopping</b>
15-28 children or 2 groups of children	Up to 3 hrs/week plus groceries-up to 2 hrs depending on distance.
29-43 children or 3 groups of children	Up to 4 hrs/week plus groceries-up to 2 hrs depending on distance.
44-58 children or 4 groups of children	Up to 5 hrs/week plus groceries-up to 2 hrs depending on distance.
59-99 children or 5 groups of children	Up to 6 hrs/week plus groceries-up to 2 hrs depending on distance.
100 or more children in program	Program Leader will be 7.5 hrs/day. Hours will be scheduled to ensure that the Program Leader is not counted in the ratio but is present during the beginning of the after school program and is present in the before school program at least twice a week.

Allocated Hours for Program Leader Administrative Time at Full Day Programs.

Program Leader admin hours in full day sites will be calculated based on the number of children in the before and after school program as follows:

<b># of groups or number of children</b>	<b>Hours for administration duties</b>
15-28 children	3 hrs per week
29-43 children	3.5 hrs per week
44-58 children	4 hrs per week
59-99 children	4.5 hrs per week
100 or more children	5 hrs per week

**APPENDIX B – COOK SCHEDULE CHART (not including hours in program)**

<b># of children</b>	<b>Hours of cook time</b>
Less than 44 children	4 hours per day
45-58 children	5 hours per day
59-99 children	6 hours per day
100 children or more	7 hours per day

This schedule will apply to any cooks hired after the ratification of this Collective Agreement.

## SCHEDULE 'A' – WAGES

The Umbrella and the Union agree to the following Schedule of Wages.

January 1, 2020 – All employees will receive a lump sum payment equivalent to a 1% pay increase.

January 1, 2021 – 1% wage increase

January 1, 2022 – 1% wage increase

JOB TITLE	JAN.1, 2020 BASE RATE	JAN.1, 2021 BASE RATE	JAN. 1, 2022 BASE RATE	TOTAL INCREASE
<b>Cook/Housekeeper</b>				
Start rate (year one)	15.42	15.57	15.73	.31
After one year of service	16.42	16.57	16.73	.31
After two years of service	17.42	17.57	17.73	.31
<b>Teachers Aid</b>				
Start rate (year one)	15.42	15.57	15.73	.31
After one year of service	16.42	16.57	16.73	.31
After two years of service	17.42	17.57	17.73	.31
<b>Director Approved – Full Day</b>				
Start rate (year one)	17.84	18.02	18.20	.36
After one year of service	18.84	19.02	19.20	.36
After two years of service	19.84	20.02	20.20	.36
<b>Director Approved-Before &amp; After (Including Relief Staff)</b>				
Start rate (year one)	18.04	18.22	18.40	.36
After one year of service	19.04	19.22	19.40	.36
After two years of service	20.04	20.22	20.40	.36
<b>RECE – Full Day</b>				
Start rate (year one)	18.34	18.52	18.71	.37
After one year of service	19.34	19.52	19.71	.37
After two years of service	20.34	20.52	20.71	.37
<b>RECE – Before &amp; After (Including Relief Staff)</b>				
Start rate (year one)	18.54	18.73	18.92	.38
After one year of service	19.54	19.73	19.92	.38
After two years of service	20.54	20.73	20.92	.38
<b>Program Leader (non-RECE)</b>				
Start rate (year one)	18.72	18.91	19.10	.38
After one year of service	19.72	19.91	20.10	.38
After two years of service	20.72	20.91	21.10	.38

JOB TITLE	JAN.1, 2020 BASE RATE	JAN.1, 2021 BASE RATE	JAN. 1, 2022 BASE RATE	TOTAL INCREASE
<b>RECE - Program Leader</b>				
Start rate (year one)	18.97	19.16	19.35	.38
After one year of service	19.97	20.16	20.35	.38
After two years of service	20.97	21.16	21.35	.38
<b>Support Leader</b>				
Start rate (year one)	20.72	20.91	21.10	.38
<b>Support Staff</b>				
Start rate (year one)	15.42	15.57	15.73	.31
After one year of service	16.42	16.57	16.73	.31
After two years of service	17.42	17.57	17.73	.31
<b>Camp Staff - DA</b>				
Start rate (year one)	17.84	18.02	18.20	.36
After one year of service	18.84	19.02	19.20	.36
After two years of service	19.84	20.02	20.20	.36
<b>Camp Staff - RECE</b>				
Start rate (year one)	18.34	18.52	18.71	.37
After one year of service	19.34	19.52	19.71	.37
After two years of service	20.34	20.52	20.71	.37

## HOURLY RATES OF PAY

NOTE: Rates are calculated as follows:

SEG of two dollars and fifteen cents (\$2.15) is NOT included in the above base rate. Base rate is the hourly wage the UFCC pays its employees covered under this Collective Agreement.

Any permanent employee who does 'supply' coverage within the Umbrella within the school year, shall be paid the base rate for the position they are covering based on their years of service.

## Letter of Understanding

Umbrella Family and Child Centres of Hamilton (the Employer)

And

CUPE Local 3491 (the Union)

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An agreement was reached in November 2009 as a result of the group benefits marketing of August 2009. The savings from this marketing was used to implement a Group Registered Retirement Savings Plan (RRSP) for participating benefit plan members.

The Parties agree to the following:

1. A group RRSP has been implemented effective January 1, 2010 for those members of the Group Extended Health and Dental plan. Group RRSP plan membership is optional for employees who participate in the Group benefits plan, but employer contributions will not be made without employee contributions. Permanent and Temporary Employees who are not members of the Group Benefits plan can join the Group RRSP, but their participation is without the Employer contribution.
2. The Employee will contribute a dollar amount to the member's Group RRSP which the employer will match up to the designated maximum per month for that year. Contributions to the plan will be reviewed annually. The 2010 level is \$15/month per employee. Amounts shall be transferred at least a monthly basis to the Group RRSP plan administrator at Sun Life for deposit in each member's accounts according to the selections made. Employees can contribute additional monies however no additional Employer monies are contributed.
3. Once enrolled in the Group RRSP, plan members cannot make withdrawals from their RRSP account(s) while they remain active employees of the Umbrella Family and Child Centres. Other details pertaining to the operation of the accounts, fees, charges, etc. will be provided by Sun Life Financial, the organization selected to provide the Group RRSP to the Umbrella Family and Child Centres of Hamilton. The Plan Documents shall govern the administration of the Group RRSP.



## **Letter of Understanding**

Between

Umbrella Family and Child Centres (the Employer)

And

CUPE Local 3491 (the Union)

If, during the term of this agreement, the Umbrella receives additional/new Provincial or Federal funding specific to general operating/wage enhancements, and Bill 124 is withdrawn, a meeting will take place between the parties to negotiate an increase in wages for the members of the bargaining unit.