

**COLLECTIVE AGREEMENT**

**between the**

**BOAT DAYCARE SOCIETY**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from January 1, 2019 to December 31, 2021**

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## DEFINITIONS

For the purpose of this agreement:

- (a) "*bargaining unit*" - means the unit for collective bargaining described in the certification issued by the Labour Relations Board.
- (b) "*employee*" - means a person employed by the Employer who is a member of the bargaining unit.
  - (1) "*full-time employee*" - means a regular employee who normally works the workweek as outlined in Article 14.1.
  - (2) "*part-time employee*" - means a regular employee who normally works the workweek described in Article 14.2. Part-time employees shall be entitled to all benefits of the collective agreement on a prorated basis with the exception of health and welfare benefits pursuant to Article 19 which shall not be prorated.
  - (3) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
    - (i) paid leave relief;
    - (ii) unpaid leave relief; and
    - (iii) a temporary increase of workload situations.

The Employer shall maintain a seniority list of casual employees, which shall be posted every three (3) months or as required. Casual employees shall accumulate seniority on the basis of all hours worked at straight-time. Casual employees shall be called for work, provided they are qualified, in order of seniority.

Articles 12, 13, 19, 20 and 21 do not apply to casual employees.

- (4) "*temporary employee*" - means an employee hired to perform the work normally done by a full-time or part-time employee when the full-time or part-time employee is on a leave of absence that is known to be, or reasonably expected to be, for a period greater than four (4) months.
- (c) "*Board of Directors*" - means the governing body as defined by Boat Daycare Society's constitution.
- (d) "*layoff*" - means a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a re-organisation, program termination, closure or other material change in organisation.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain a harmonious relationship between the Employer and its employees; to provide excellent and efficient services to the children and parents using the Childcare Centre; to clearly define all conditions of employment; to provide an amicable method of settling differences and misunderstandings that may arise and; to further to the fullest extent possible the welfare of employees, economy of operations, quality of work performed and the objectives of the Childcare Centre.

### 1.2 Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

### 1.3 Non-Related Duties

Employees shall not be required or asked to perform duties which are not related to the Employer's business.

### 1.4 Use of Terms

(a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one (1) gender is used, it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural* - Whenever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees of the Employer for whom the Union is certified under the *Labour Relations Code* of BC.

### 2.2 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

### 2.3 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

### 2.4 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or her designate. Copies will also be sent to the shop steward.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement as it applies to that employee, shall be forwarded to the President of the Union or her designate.

## ARTICLE 3 - EMPLOYER RIGHTS

### 3.1 General Rights

The management of the Employer's business and direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement.



## ARTICLE 4 - UNION DUES AND INFORMATION

### 4.1 Dues and Assessments

- (a) The Employer shall, beginning on the first pay date, deduct from the wages of each employee in the bargaining unit, the amount of the regular dues payable to the Union by members of the Union. Each employee shall provide the Employer, as a condition of continued employment, with written authorization to make such deductions.
- (b) The Union shall advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

### 4.2 Information and Dues Remitted to the Union

- (a) Union dues so deducted shall be remitted to the Treasurer of the Union no later than the 15<sup>th</sup> day of the month following the date of deduction.
- (b) The Employer will submit union dues remittance by Electronic Transfer Fund ("EFT"). The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.

Each EFT email will also include:

- (1) Employer name
  - (2) Pay period type (e.g.: monthly, semi-monthly, biweekly, etc.)
  - (3) Pay period number
  - (4) Pay period end date
  - (5) Pay period pay date
- (c) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/ Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		Regular, Auxiliary, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

- (d) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) code used in Block 16 of the ROE form for each of those employees.

### **4.3 New Employees**

The Employer agrees that during the first month of employment of new employees, a member of the local union executive or a steward shall be given thirty (30) minutes during working hours to address such employees.

### **4.4 Technical Information**

The Employer agrees to provide to the Union such information that is readily available, relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## **ARTICLE 5 - UNION RECOGNITION AND RIGHTS**

### **5.1 Maintenance of Union Membership**

All employees in the bargaining unit who were members of the Union as of date of certification shall maintain membership in the Union and all new bargaining unit employees hired on or after the date of certification shall as a condition of employment become members of the Union within fifteen (15) days of employment and maintain such membership.

### **5.2 Access for Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of the union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the worksite concerned.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or similar facility.

### **5.3 Stewards and Leave for Stewards' Duties**

The Employer recognizes the Union's right to select stewards to represent employees.

The Union agrees to provide the Employer with a list of employees designated as stewards.

A steward shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;

- (d) carrying out duties within the realm of safety responsibilities, these being recognised as complaints of an urgent nature which require immediate attention; and
- (e) attending meetings called by the Employer.

#### **5.4 Union Insignia**

A union member shall have the right to wear or display the recognised insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

#### **5.5 Bulletin Board**

The Employer agrees to provide one (1) union bulletin board in a permanent and prominent place acceptable to the Union.

#### **5.6 Union Bargaining Committee**

A union bargaining committee shall be appointed by the Union and shall consist of one (1) member from Boat Daycare, together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

#### **5.7 Labour/Management Committee**

- (a) There shall be established a labour/management committee composed of one (1) representative from Boat Daycare. Employer representatives shall not outnumber employee representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (b) The Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties; and
  - (2) correcting conditions causing grievances and misunderstanding.

**ARTICLE 6 - TIME OFF FOR UNION BUSINESS****6.1 Leave**

The Employer shall grant leave of absence, subject to operational requirements, in accordance with the following:

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) leave for negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders; and
- (7) leave for union observer.

To facilitate the administration of leave without pay, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leave under this article shall include sufficient travel time, where necessary.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties pursuant to Article 5.3; and
- (2) to employees appointed by the Union as union representatives to attend joint labour/management committee meetings during their working hours;

(c) The Union and the employee will make every effort to provide as much advance notice as possible for leave requirements to facilitate the scheduling of both clients and employees.

(d) All leave, pursuant to Article 6.1, shall be without loss of seniority.

**6.2 Leave for Union Office**

(a) The Employer agrees to grant leave of absence without pay and without loss of seniority:

- (1) for employees selected for a full-time position with the Union for a period of one (1) year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of up to three (3) years; and
- (3) for an employee elected to any body to which the Union is affiliated for a period of one (1) year

(b) Further leaves shall be renewed upon request.

(c) An employee who returns to work after the expiration of the leave shall be placed into the next available position

### **6.3 Leave for Public Office**

- (a) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority. For employees to seek election in a municipal, provincial, federal, first nation or other Aboriginal election for a maximum period of ninety (90) days.
- (b) The Employer will provide the written leave request to the Employer thirty (30) days prior to the commencement of the leave.

## **ARTICLE 7 - STRIKES AND LOCKOUTS**

### **7.1 Picket Lines**

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line. The Employer agrees that it will not request, require or direct employees or volunteers to perform work resulting from strikes that would normally have been carried out by those on strike.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including the question of arbitrability; and
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit;

Shall be resolved in accordance with the following procedures:

### **8.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, she shall not, where possible, act as a steward in respect of her own grievance, but shall submit through another steward or union staff representative.

### **8.3 Time Limits to Present Initial Grievance**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.4, must do so not later than thirty (30) days after the date:

- (a) on which she was notified orally or in writing of the action or circumstances giving rise to the grievance; and
- (b) on which she first became aware of the action or circumstances giving rise to the grievance.

### **8.4 Step 2**

Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;

- (b) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting this grievance to the representative of the Employer designated to handle grievances at Step 2 through the union steward.

The representative of the Employer designated to handle grievances at Step 2 shall provide the employee with a receipt stating the date on which the grievance was received.

#### **8.5 Time Limit to Reply to Step 2**

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

#### **8.6 Step 3**

The President of the Union, or her designate, may present a grievance at Step 3:

- (a) within fourteen (14) days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2; and
- (b) within fourteen (14) days after the Employer's reply was due.

#### **8.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

#### **8.8 Failure to Act**

If the President of the Union, or her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

#### **8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or her designate, may inform the Employer of her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; and
- (b) thirty (30) days after the Employer's decision is due.

#### **8.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile.

**8.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

**8.12 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

**8.13 Policy Grievance**

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

**8.14 Technical Objections to Grievances**

It is the intent of both parties of this agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

**ARTICLE 9 - ARBITRATION PROCEDURE****9.1 Notification**

Where a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

**9.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix B.

### 9.3 Procedure

The Arbitrator may determine her own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. She shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of her first meeting.

### 9.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which she deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or alter, modify or amend any of its provisions.

### 9.5 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

### 9.6 Expenses of Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

### 9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### 9.8 Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### 9.9 Expedited Arbitration

(a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise preliminary objection; and
- (8) demotions.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.



- (c) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one (1) of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 10 - PROBATION PERIOD, DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee which may result in her suspension or discharge, the procedure outlined herein shall be followed.

### **10.2 Dismissal and Suspension**

The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend an employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal; when an employee is dismissed, suspended or disciplined, she shall be given the reason in writing, in the presence of her steward providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union or her designate, shall be provided with copies of letters of dismissal or suspension within five (5) days of their issuance.

### **10.3 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### **10.4 Right to Grieve Other Disciplinary Action**

Disciplinary action, grievable by the employee, shall include written censures, letters of reprimand and adverse reports or employee appraisals.

### **10.5 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it, in either of two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee shall receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

## **10.6 Personnel File**

- (a) An employee or the President of the Union or her designate, with the written authority of the employee, shall have a right of access to her personnel record upon giving two (2) days' notice to the Employer. Copies of all entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.
- (c) All disciplinary materials on file shall be removed after eighteen (18) months from the date of incident, provided there have been no further incidents in that period, in which case, the materials shall be removed eighteen (18) months following the subsequent and/or final incident except for any material relating to the safety and well-being of children in care which shall remain on file.
- (d) The Employer agrees not to introduce as evidence in any hearing or competition any document, notation, or incident report, the existence of which the employee was not aware at the time of filing or which was not brought to the employee's attention in a manner which gave the employee an opportunity to challenge it under the terms of this agreement.

## **10.7 Right to Have Union Representative Present**

- (a) An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

## **10.8 Abandonment of Position**

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity, within a reasonable time limit, to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

## **10.9 Probation for Newly Hired Employees**

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.2 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period shall be six (6) months for the Senior Supervisor and Assistant Senior Supervisor, sixty (60) working days for casual employees, and three (3) months for all other employees. Under certain circumstances, the Employer may waive all or part of an employee's probationary period.

- (b) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this agreement commencing at Step 3.
- (c) The Employer shall provide the employee and the Union with a letter setting out the reasons for discharge of a probationary employee within five (5) working days of the date of discharge.
- (d) The probation period may be extended with the mutual agreement of the Employer and the Union.

#### 10.10 Employee Investigations

The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline.

The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will notify the President of the Union or her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

### ARTICLE 11 - HIRING

#### 11.1 Job Posting

- (a) When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall post the position for five (5) working days on the union bulletin board, at the Childcare Centre where the vacancy occurs. Copies of all such postings shall be provided to the Union and to the employees on the recall list.
- (b) Temporary assignments that are known to be or reasonably expected to be, for a continuous period of four (4) months or more, shall be posted in accordance with Article 11.1(a).

#### 11.2 Priority in Selections

- (a) Priority of selection of candidates for posted vacancies shall be based on skills, knowledge, ability, experience and bargaining unit seniority, each factor being afforded equal weight. Where the sum of such factors is equal, the employee with the greater bargaining unit seniority shall be awarded the position.
- (b) The following process shall be followed in filling a posted vacancy:

1.	Vacancy is posted at the Childcare Centre where the vacancy occurs. All regular employees at that Childcare Centre are considered;
2.	If no successful candidate, then;
3.	Vacancy is offered to employees on the recall list of the Childcare Centre where the vacancy occurs;
4.	If no successful candidate, then;
5.	Vacancy may be posted externally.

### 11.3 Notification

- (a) At the time of hiring, transfer, promotion or recall into a regular position, a regular employee shall receive a letter indicating her starting date, starting salary, job classification, any anticipated/potential periods of layoff and the minimum weekly hours of work. In addition, she will receive a copy of her job description. Copies of such letters shall be forwarded to the President of the Union or her designate, within five (5) working days.
- (b) Casual employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks.
- (c) The Employer agrees, at the request of unsuccessful candidates, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (d) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons why they were unsuccessful.

## ARTICLE 12 - SENIORITY

### 12.1 Definition

- (a) Seniority shall be calculated on the basis of straight-time hours worked and shall include all service with the Employer prior to the signing of this agreement.
- (b) The Employer will post, and provide copies to the President of the Union or her designate, an updated seniority list for regular employees on April 1 and October 1 of each year.
- (c) Updated seniority lists for casual employees shall be posted January 1, April 1, July 1 and October 1.

### 12.2 Loss of Seniority

- (a) An employee shall lose her seniority in the event that:
  - (1) the employment is voluntarily terminated by the employee;
  - (2) the employee is discharged for just cause;
  - (3) the employee accepts severance pay in accordance with the terms of this collective agreement;
  - (4) the employee accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than four (4) months in duration; and
  - (5) the employee is terminated as the result of the proper application of this collective agreement.
- (b) Provided the following absences from work are authorized in accordance with the terms of this agreement, an employee shall not lose seniority for any of the following reasons:
  - (1) sick leave;
  - (2) union leave;
  - (3) vacation;
  - (4) special leave;
  - (5) unjust discharge;
  - (6) maternity leave;
  - (7) paternity leave;

- (8) leave of absence; and
- (9) layoff.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 General**

The Employer agrees that there shall be no reduction in the workforce, or in the total number of hours worked, without a corresponding reduction in the work required.

### **13.2 Layoff Notification**

In the event that a layoff is necessary, the Employer will, prior to conducting the layoff, notify the Union of the impending layoff. Following notification, the Employer will, upon request, meet with the Union to discuss the layoff.

### **13.3 Role of Seniority in Layoff**

In the event of a layoff, employees shall be laid off with thirty (30) days' advance notice or one (1) month's pay in lieu of notice, by classification in the reverse order of seniority, providing those retained are qualified to perform the designated work functions.

### **13.4 Exploration of Other Options**

The parties agree all reasonable efforts shall be made to conduct layoffs with the least disruption and inconvenience to employees. The Employer will make all reasonable effort to relocate the laid off employee in another suitable position.

### **13.5 Recall List**

All laid-off employees shall be automatically placed on a recall list which shall be established by the Employer. Copies of current recall lists shall be supplied to laid-off employees and to the Union upon request.

### **13.6 Notice of Recall**

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by certified mail. Employees must accept recall within five (5) days of receipt of the certified mail.
- (b) The recall period shall be one (1) year from the date of layoff.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

### **13.7 Salary upon Recall**

A recalled employee shall receive the current salary for the position for which the employee is being recalled. The employee shall be entitled to any increments to which the employee has become entitled during the period that the employee was upon the recall list.

### **13.8 Closure**

- (a) In the case of permanent closure of Boat Daycare, each employee shall receive two (2) weeks' pay at the employee's current rate for each completed year of service to a maximum of twelve (12) weeks' pay.

- (b) In the event of closure, the Employer agrees to provide the employees with as much notice as possible, but in any event not less than thirty (30) days' notice.
- (c) In the event of emergency closure, any day other than a Saturday, Sunday or designated holiday on which the Centre is officially closed, shall be designated a closure, and no employee shall suffer any loss of pay.

### **13.9 Severance Pay Option**

Employees who, as a result of this article, are displaced from their employment may, instead of being placed on the recall list, elect severance pay in accordance with the following conditions:

- (a) The employee shall receive two (2) weeks' pay at the employee's current rate for each completed year of service to a maximum of eight (8) weeks' pay.
- (b) The employee electing severance pay must do so in writing prior to the day of layoff.
- (c) Once an employee has accepted severance pay, the employee will, at the commencement of the date of layoff, be discharged from employment with the Employer.

### **13.10 Reduction in Hours**

- (a) Reduction in hours shall be based on seniority, providing that affected employees have the qualifications to perform the work that is available and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Article 13.3.
- (c) Any regular employee offered a reduction of hours shall be given two (2) weeks' notice of the reduction.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Full-Time Employees**

The full-time hours of work shall be thirty-seven and one-half (37½) hours per week and seven and one-half (7½) hours per day, exclusive of a one-half (½) hour meal period each day.

### **14.2 Part-Time Employees**

The hours of work for part-time employees shall normally be less than that of full-time employees on a regularly scheduled basis.

### **14.3 Temporary Employees**

A temporary employee will work the shift schedule of the permanent employee that they are replacing and will be paid at the same rate.

### **14.4 Meal Period**

All employees who work five (5) or more consecutive hours per day shall receive an unpaid meal period of one-half (½) hour. The meal period shall be scheduled as close as possible to the middle of the employee's shift.

### **14.5 Relief Period**

- (a) Employees working a shift of more than six (6) hours in duration shall be entitled to two (2) paid fifteen (15) minute relief periods.

- (b) Employees working a shift of three and one-half (3½) hours or more but less than six (6) hours in duration shall be entitled to one (1) paid fifteen (15) minute relief period.
- (c) Employees shall be entitled to take relief periods away from the workstation. Where an employee is unable to take her relief period due to operational requirements she shall be entitled to overtime compensation pursuant to Article 16.

#### **14.6 Shift Schedules**

- (a) Schedules of employee shifts shall be posted fourteen (14) days in advance. Once posted, shifts shall not be changed unless by mutual agreement.
- (b) Employees may exchange shifts with the mutual agreement of the Senior Supervisor.

#### **14.7 Additional Hours for Qualified Part-Time Employees**

The Employer agrees that qualified part-time employees within the bargaining unit shall be given the opportunity to work any hours additional to their assigned shift, up to the amount for which overtime becomes payable, before any additional employees are hired, and in accordance with the following:

- (a) Prior to the first of every month, part-time employees shall submit a list of their availability to the Senior Supervisor for that month.
- (b) Qualified part-time employees shall be called for available shifts on the basis of their seniority and declared availability.
- (c) Where the Employer is required to fill a shift with less than twenty-four (24) hours' notice, the first available employee shall be assigned to the shift.
- (d) In the event that it is not possible to schedule all additional hours in a shift with part-time employees, the first four (4) hours of the shift will be offered to qualified casual employees, in order of seniority prior to the scheduling of part-time employees.

#### **14.8 Minimum Hours**

- (a) Where a casual employee is called to work but is informed on arrival at the worksite she will not be required to work that shift, the employee is entitled to a minimum of two (2) hours' pay.
- (b) Where a casual employee is called to work, begins her duties and is subsequently informed she will not be required to work the full shift, the employee is entitled to a minimum of four (4) hours' pay.

#### **14.9 Staff Meetings**

Staff meetings shall normally be included in the weekly hours of work.

Where it is not possible to hold staff meetings during working hours, Boat Daycare Society shall be entitled to hold one (1) two (2) hour meeting in each month, outside of working hours. Compensation for such meetings shall be in accordance with Article 16.

#### **14.10 Extended Hours Shifts**

Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Article 14.1 that average the regular hours of work as outlined in Article 14.1 over an agreed upon averaging period. In no case will extended workdays be greater than eleven (11) hours in length.

All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules except as varied below:

- (a) Implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union.
- (b) Extended workday and/or extended workweek schedules may be cancelled by the Employer upon thirty (30) days written notice. The Employer will consult with the Union prior to such cancellation.
- (c) Daily overtime for regular employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift.
- (d) Any paid leaves in the collective agreement shall be paid using the principles of equivalent hours up to the maximum entitlement. It is understood by the parties that the guiding principles of extended workday and/or extended workweek schedules are to ensure that the employees working these shifts receive no greater nor lesser benefits than what they would have received working "regular" work hours/week.
- (e) It is understood that implementation of an extended hours shift arrangement shall be cost-neutral.

## ARTICLE 15 - CLASSIFICATIONS

### 15.1 Classifications and Specifications

Classifications covered under this agreement shall be as set out in Appendix A - Salary Scale. Upon reasonable request, the Employer agrees to supply the President of the Union or her designate with the classification specifications for those classifications.

### 15.2 New Classifications

When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiation between the Employer and the Union.

### 15.3 Job Descriptions

The Joint Labour/Management Committee shall prepare and maintain job descriptions. The President of the Union or her designate shall be provided with copies of job descriptions on reasonable request.

## ARTICLE 16 - OVERTIME

### 16.1 Definition

"Overtime" means work performed by any employee who performs work in excess of the regular full-time hours of work.

- (a) "Straight-time rate" means the hourly rate of remuneration.
- (b) "Time and one-half" means one and one-half times (1½x) the straight-time rate.
- (c) "Double-time" means twice (2x) the straight-time rate.
- (d) "Double-time and one-half" means two and one-half times (2½x) the straight-time rate.

### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.



(b) Notwithstanding the foregoing, the Employer and the Union recognize that because of the nature of the work, it may not be possible for an employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Union.

### **16.3 Overtime Compensation**

Overtime shall be compensated at the following rates:

- (a) Time and one-half (1½x) for the first three (3) hours of overtime on a regularly scheduled workday; and
- (b) Double-time (2x) for all hours worked in excess of (a), above.

### **16.4 Overtime on a Day of Rest**

An employee shall be paid double-time (2x) for all hours worked on a day of rest.

### **16.5 Overtime on Designated Holidays**

An employee who works on a designated holiday shall be paid at the rate of double-time (2x) for all hours worked.

### **16.6 Callback**

An employee called back to work after completing a normal day's work or from a normal day off or from vacation shall be paid at the rates outlined in Article 16.3 above and will be paid for a minimum of four (4) hours.

### **16.7 Voluntary Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action, except when required to work such overtime in emergency situations.

### **16.8 Time Off in Lieu of Overtime**

Employees who work overtime shall choose to either receive pay in accordance with Article 16.3 above or shall take time off in lieu of overtime pay. An employee who is to receive compensating time off shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime worked. The time at which the compensating time off is to be taken shall be determined by the employee subject to the approval of the Employer. Such approval shall not be unreasonably withheld. The Employer reserves the right of approval for the time off for accumulated overtime with a view to ensuring that the Boat Daycare Society is adequately staffed.

### **16.9 Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular workday shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) Overtime rates shall apply to hours worked in excess of (a) above.

**ARTICLE 17 - VACATION ENTITLEMENT AND PAY**

**17.1 Definitions**

"Calendar Year" - shall mean the twelve (12) month period running from the first day of January to the 31 day of December inclusive.

**17.2 Vacation Entitlement - Regular Full-Time Employees**

(a) An employee shall not be eligible to utilize vacation until the successful completion of her probationary period.

For the purposes of Article 17, employees shall be deemed to be in the appropriate calendar year of service on January 1 if they have had service with the Employer immediately preceding that date.

(b) From the employee's start date until the end of the first calendar year the employee is entitled to one and one-half (1½) working days for each month worked, with the right to take vacation days as they are accumulated. Vacation entitlement for employees in their first calendar year shall be prorated for partial months of service.

(c) Full-time employees shall be entitled to the following vacation with pay:

First .....	prorated see 17.2(b)
Second.....	4 weeks
Third.....	4 weeks
Fourth.....	4 weeks
Fifth.....	5 weeks
Sixth.....	5 weeks
Seventh.....	5 weeks
Eighth.....	5 weeks
Ninth.....	5 weeks
Tenth and thereafter .....	6 weeks

**17.3 Vacation Entitlement - Regular Part-Time Employees**

(a) *Vacation Allowance*

(1) Regular part-time employees shall be entitled to an annual vacation allowance, based on straight-time hours worked, in accordance with the following:

- First..... 8%
- Second..... 8%
- Third..... 8%
- Fourth..... 8%
- Fifth..... 10%
- Sixth..... 10%
- Seventh..... 10%
- Eighth..... 10%
- Ninth..... 10%
- Tenth, and thereafter..... 12%

(2) Vacation allowance, in accordance with 17.3 (a)(1), above, shall be paid out in each pay period. An employee's paystub shall indicate the vacation allowance earned in the pay period and the vacation allowance earned in the year to date.

(b) Regular part-time employees shall be entitled to annual vacation leave, without pay, on the following basis:

- Second ..... 4 weeks
- Third ..... 4 weeks
- Fourth ..... 4 weeks
- Fifth ..... 5 weeks
- Sixth ..... 5 weeks
- Seventh ..... 5 weeks
- Eighth ..... 5 weeks
- Ninth ..... 5 weeks
- Tenth and thereafter ..... 6 weeks

#### **17.4 Vacation Entitlement - Temporary and Casual Employees**

Temporary and casual employees shall be entitled to receive annual vacation pay at the rate of four percent (4%) of the employee's regular earnings with time off without pay determined in accordance with the *Employment Standards Act*. Notwithstanding the foregoing, for the purposes of this article, a temporary employee who has completed six (6) months of continuous service shall be entitled to vacation leave in accordance with Articles 17.2 and 17.3.

#### **17.5 Accumulation of Vacation**

Employees shall be entitled to accumulate a maximum of two (2) weeks of vacation and take the accumulated vacation in the following calendar year. Should the employee wish to take greater than the normal entitlement of vacation in one (1) calendar year, the employee must request, in writing, this of the Employer three (3) months before such vacation is planned. The Employer shall not unreasonably withhold this request, subject to operational requirements.

#### **17.6 Split Vacations**

Employees shall be entitled to take holidays in broken periods and shall not be compelled by the Employer to take all vacation entitlement at one (1) continuous period. However, where an employee wishes to split the vacation entitlement, the employee's second choice of vacation time shall be made only after all other affected employees have made their initial vacation selection.

#### **17.7 Vacation Scheduling**

(a) Where there is a conflict of vacation scheduling between two (2) employees, the scheduling of vacations shall be made on the basis of seniority between these employees. Employees shall submit their vacation requests to the supervisor on or before:

- (1) December 1 for the period January 1 through April 30; and
- (2) April 1 for the period May 1 through December 31.

(b) An employee who does not exercise her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise her seniority rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Employees shall be entitled to schedule up to ten (10) vacation days per year as single days. The remainder of vacation entitlement shall be utilized in blocks of a minimum of five (5) days. The scheduling of single vacation days shall not be considered a vacation choice.

- (d) Where operational requirements permit, the Employer shall allow one (1) employee to utilize single vacation days throughout the year when another employee is already on vacation.
- (e) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (f) Upon reasonable request, an employee shall be advised of the balance of their vacation entitlement.

### **17.8 Absence from Work**

Absence from work due to any illness, accident or leave authorized under this agreement, if such absence is not greater than two (2) months in duration, shall be deemed to be time worked for the purposes of vacation entitlement.

### **17.9 Designated Holiday Coinciding with Vacation**

If a designated holiday, as set out in Article 18 of this agreement, falls within an employee's annual vacation period, the employee shall be entitled, in addition to the regular vacation entitlement, to an additional number of hours of vacation with pay equal to the number of hours that the employee would have received had the employee not been on vacation.

### **17.10 Paid Leave during Vacation**

When an employee is entitled to paid leave in accordance with the provisions of this agreement, during this vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five (5) working days of returning to work.

### **17.11 Termination**

The Employer shall pay a terminating employee for all vacation days owed to her at the rate of pay at which it was earned.

Should the terminating employee have used more of her vacation credit than entitled, she shall have the difference deducted from her final paycheque.

## **ARTICLE 18 - DESIGNATED HOLIDAYS**

### **18.1 Designated Holidays**

- (a) The following have been designated as paid holidays:

New Year's Day	Good Friday
Family Day	Victoria Day
Easter Monday	BC Day
Canada Day	Thanksgiving Day
Labour Day	Christmas Day
Remembrance Day	Boxing Day

- (b) In addition to the above paid holidays, regular employees shall be entitled to one (1) day's leave with pay on Christmas Eve day.
- (c) In lieu of (a), above, part-time employees shall receive four point two percent (4.2%) of straight-time wages in each pay period.

## 18.2 Other Holidays

- (a) Any day proclaimed as a holiday by the federal, provincial, or municipal governments shall be deemed a designated holiday.
- (b) The daycare will close during the period of December 27 to 31. Regular employees shall be entitled to leave with pay for any working days that fall during this period.

## 18.3 Eligibility

- (a) *Full-Time and Part-Time Employees* - Full-time and part-time employees, following thirty (30) calendar days of continuous service, shall be eligible for the paid holidays described in Articles 18.1 and 18.2 above.
- (b) *Temporary and Casual Employees* - Temporary and casual employees shall be entitled to be paid for designated holidays in accordance with statutory requirements. Temporary and casual employees who are required to work on a designated holiday shall receive pay in accordance with Article 16.4.

## 18.4 Designated Holidays Coinciding with Scheduled Days Off

When a designated holiday falls on the regular day off of an employee who qualifies for the holiday, the employee shall choose either to be granted an equivalent time off without loss of pay or to be paid for the equivalent time off at regular straight-time. The time at which the equivalent time off shall be taken is to be determined by the employee subject to the approval of the Employer which shall not be unreasonably withheld.

## 18.5 Compensation for Work on Designated Holidays

In addition to receiving overtime pay in accordance with Article 16.4, an employee who is required to work on a designated holiday shall be entitled to a paid day off in lieu of the designated holiday. Such time shall be scheduled with the mutual agreement of the Employer and the employee.

## 18.6 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to four (4) days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. When two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilise or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

# ARTICLE 19 - EMPLOYEE BENEFITS

## 19.1 Eligibility and Waiting Period

Regular employees who have passed probation and work an average of twenty (20) or more hours per week shall be entitled to the benefits provided for in Article 19.

## 19.2 Dental Plan

The Employer shall pay one hundred percent (100%) of the premiums required to provide a mutually agreed-upon Dental Plan for each employee and her dependants.

### 19.3 Extended Health Benefits

The Employer shall pay one hundred percent (100%) of the premiums required to provide a mutually agreed-upon Extended Health Benefits Plan, for each employee and her dependants.

### 19.4 Life Insurance and ADD

The Employer agrees to pay one hundred percent (100%) of the premiums for a mutually agreed-upon life insurance and accidental death and dismemberment plan for participating employees.

### 19.5 Medical Services Plan

The Employer shall cover one hundred percent (100%) of the cost of the premiums for the Medical Services Plan of BC for each participating full-time and part-time employee, at the dependant rate, if necessary, and remit said premiums directly to MSP.

### 19.6 Registered Retirement Savings Plan

All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the Registered Retirement Savings Plan (the "*RRS Plan*"). Participation in the RRS Plan is voluntary. The RRS Plan details are as follows:

- (a) Employee contributions to the RRS Plan, through payroll deduction will be one (1) of the following:
  - 1.0% of straight-time earnings
  - 2.0% of straight-time earnings
  - 3.0% of straight-time earnings
  - 4.0% of straight-time earnings
  - 5.0% of straight-time earnings
  - 6.0% of straight-time earnings
- (b) The Employer will match the contributions made by each employee.
- (c) Employees may increase or decrease their contribution levels, as per (a) above, by providing the Employer with at least thirty (30) days written notice, prior to January 31, of each year.
- (d) Employees may also chose to make contributions in addition to the negotiated contributions in (a) above. Employees must notify the Employer by no later than December 31 of the year for the following years' payroll deduction. These contributions shall not be matched by the Employer.
- (e) Any employees hired on or after January 1, 2019 will be enrolled in the BC Target Benefit Pension Plan (Memorandum of Agreement 3 - RE: BC Target Benefit Pension Plan). Only employees hired prior to January 1, 2019 or employees that do not meet the eligibility requirements for membership in the BC Target Benefit Pension Plan will be permitted to participate in the RRS Plan.

## ARTICLE 20 - SICK LEAVE

### 20.1 Paid Sick Leave Entitlement

- (a) Each full-time and part-time employee shall be entitled to one and three-quarters (1¾) working days per month sick leave with the right to accumulate sick leave up to a total of sixty (60) workdays. Part-time employees shall earn sick leave prorated to full-time hours. Unused accumulated sick leave may be carried over from year to year.
- (b) For the purposes of this article, temporary employees who have completed six (6) months of continuous service shall be treated as if they were full-time or part-time employees as applicable.

- (c) An employee will not lose her employment because she has exhausted her sick leave entitlement.
- (d) After exhausting the leave provided for in Article 21.4(a)(5), an employee may use accumulated sick leave, to a maximum of one additional half (½) day bimonthly, to attend medical/dental appointments.

## **20.2 Entitlement at Commencement of this Agreement**

Each full-time and part-time employee's entitlement to sick leave benefits at the commencement of this agreement shall be deemed to be the amount of sick leave to which each employee was entitled upon the expiry of the collective agreement immediately preceding this agreement.

## **20.3 Procedure**

- (a) In order to qualify for paid sick leave entitlement, the eligible employee wishing to take such leave, shall report by telephone or otherwise to the Senior Supervisor prior to the commencement of the employee's regularly scheduled work shift.
- (b) Where an employee is absent from work for more than five (5) days because of a compensation claim, illness, injury or any other absence for which the employee wishes to take paid sick leave entitlement, the Employer may require such employee to provide a medical certificate documenting the cause of the absence or stating that the employee is fit to return to active employment. Where the Employer requires an employee to produce a medical certificate the Employer shall pay for the receipted cost of the certificate. An employee shall be entitled to utilize special leave in accordance with Article 21.4(a)(5) for this purpose.

## **20.4 Parent Leave**

An eligible employee may use accumulated paid sick leave entitlement to provide care for a child or legal dependant under the care of the employee should the child or legal dependant become ill. A maximum of five (5) accumulated paid sick leave days may be used for each such occurrence unless the employee satisfies the Employer that, during the child's or dependant's illness, the employee is solely responsible for the care of the child or dependant, in which case the employee shall be entitled to use up to an additional five (5) days of paid sick leave entitlement per calendar year to care for the child or dependant.

## **20.5 Records**

- (a) The Employer shall compile and maintain accurate sick leave records and shall make such records available to each employee upon request.
- (b) Upon return from sick leave an employee shall fill out the appropriate form indicating sick leave utilization.

## **20.6 Reduction of Other Benefits**

- (a) Employees shall receive directly from the Workers' Compensation Board (WCB) any wage loss benefits to which they may be entitled.
- (b) An employee shall reimburse the Employer for any sick leave paid to them at such time as WCB benefits are received. Upon reimbursement, the Employer will adjust the employee's sick leave bank in accordance with the reimbursement.

**ARTICLE 21 - LEAVES OF ABSENCE****21.1 Requests for Leave**

(a) An employee may request a leave of absence, for up to one (1) year, without pay, and such request shall be submitted, in writing to the Employer for approval. Except for unforeseen circumstances, all requests for leave of absence shall be submitted in writing one (1) month in advance of the date the leave is to commence.

(b) All requests for leave of absence shall be considered on the basis of the purpose of the leave and operational requirements of the Employer and must be approved in writing prior to the commencement date of such leave. Refusal for such leave must be written with reasons for the refusal stated.

Approval for such leaves shall not be unreasonably withheld.

(c) Employees shall provide at least one (1) months' written notice of return to work.

**21.2 Bereavement Leave**

(a) For the purposes of this section, "*immediate family*" shall mean spouse, parent (or alternatively stepparent or foster parent), child, brother, sister, common-law spouse, grandparent, mother-in-law, father-in-law, grandchild, stepchild, legal guardian, ward, foster child and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(b) In the event of a death in the immediate family of a full-time or part-time employee, the employee on request will be entitled to five (5) consecutive working days' leave of absence with pay to make arrangements for or to attend the funeral.

(c) The Employer may grant an additional two (2) days of paid leave for associated travel, where necessary.

(d) The Employer may request evidence to substantiate a request for bereavement leave.

(e) The Employer may, in its complete discretion, extend the bereavement leave benefits outlined above to temporary and casual employees or in the event of the death of a close friend or other relative of the employee.

**21.3 Court Leave**

All time lost by an employee due to necessary attendance for jury duty or as a subpoenaed witness or attending as a witness for the Employer shall be paid for at the rate of pay applicable to the employee, minus any allowance received as jury duty pay or witness payments. Once an employee is released from jury duty or witness duty, the employee shall return to the employee's regular job.

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.



- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he is aware that such leave is required.

#### 21.4 Special Leave

(a) A full-time or part-time employee shall be entitled to annual special leave at the employee's regular rate of pay. Part-time employees shall be granted leave based on their average daily hours in the twenty-eight (28) day period immediately preceding the leave and prorated to full-time hours. Leave shall be granted for the following:

- (1) Birth or adoption of employee's child ..... five (5) working days
- (2) Attendance at the employee's formal hearing or ceremony to attain Canadian citizenship ..... one (1) working day
- (3) Marriage of employee ..... one (1) working day
- (4) Moving the household of employee..... one (1) working day
- (5) Attend medical/dental appointment..... one-half (½) day bimonthly

(b) In the case of 2, 3 and 4 above, the employee shall be required to provide the Employer with two (2) weeks' advance notice. In the case of (5) above, entitlement shall not be cumulative.

(c) The Employer may, in its complete discretion, extend the above benefits to casual employees.

#### 21.5 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during which the polls are open in which to cast her ballot.

#### 21.6 Professional Development

(a) Regular employees shall be granted three (3) days' leave with pay per annum to observe other childcare centres or to attend seminars, workshops, training sessions or conferences which will be of benefit to their professional development. Regular part-time employees shall be granted leave based on the average daily straight-time hours worked in the twenty-eight (28) day period immediately preceding the leave and prorated to full-time hours. Normally, no more than one (1) employee from each program shall be absent on such leave at any one time. A written or oral report may be requested.

(b) Upon written request by the employee, the Employer agrees to cover one hundred percent (100%) of the cost of all courses, seminars, workshops, training sessions, or conferences to a maximum of two hundred and fifty dollars (\$250) per year, which in the opinion of the Employer and the employee will contribute to her professional development in the field of childcare. Upon such agreement, the Employer will advance the course fee to the employee, or the Employer may make the payment directly to the course sponsoring body. The employee agrees to give advance notice of her intent to enrol in any course for which she is applying for funding under this clause. Employees may be required to provide proof of attendance and successful completion of courses, etc. Employees unable to provide such proof may be required to return the course fee. Employees shall be entitled to use up to seventy-five dollars (\$75) per year of their annual professional development allowance toward membership in the Early Childhood Educators Association of British Columbia.

(c) Leave of absence, with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum. Whenever possible, an exchange of staff taking a practicum will be made with another centre.

(d) If an employee attends a seminar, workshop, training session or conference on a weeknight or a weekend she shall be granted compensatory time off at straight-time on a weekday at a time mutually agreed by the employee and the Employer. Such compensating time off shall be deducted from the educational leave time outlined in Article 21.7(a) and all other conditions in Article 21.7(a) shall also apply.

### **21.7 Leave for Taking Courses**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.

(b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

### **21.8 Personal Development Day (Moved from Appendix B)**

All regular full-time employees shall be entitled to six (6) days' leave per year with pay to be used as personal development days. It is intended, but not limited to a personal development activity that the Employee would not otherwise be able to attend due to work schedule. Employees will give advance notice of intent to participate in a personal development activity and will be subject to the approval of the Senior Supervisor. Unused days cannot be carried over from one calendar year to the next calendar year.

## **ARTICLE 22 - MATERNITY/PARENTAL LEAVE**

### **22.1 Maternity Leave**

(a) Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks' notice, in writing, to the Employer unless there is a valid reason why such notice cannot be given. Such notice shall include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

(b) A regular employee shall be granted seventeen (17) weeks' maternity leave of absence without pay.

(c) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner.

(d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. The employee will provide a medical certificate from a qualified medical practitioner. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties.

(e) Any further leave granted beyond the normal seventeen (17) week period will be unpaid leave without benefits.

### **22.2 Parental Leave for Birth and Adopting Parents**

(a) Upon application, an employee shall be granted leave of absence for sixty-three (63) consecutive weeks or for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The

employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of sixty-three (63) consecutive weeks or for up to thirty-seven (37) weeks' parental leave between them.

(c) Upon application, employees shall be granted parental leave as follows:

(1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 22,

(2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.

(d) If the child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

### **22.3 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Articles 22.1 and 22.2 in respect of the birth or adoption of any one child shall not exceed seventy-eight (78) weeks, except as provided under Articles 22.1(e) and/or 22.2(d).

### **22.4 Return from Leave**

An employee on maternity or parental leave pursuant to Articles 22.1 and 22.2 shall provide the Employer with at least one (1) month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay.

### **22.5 Benefit Plan**

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks, but to a maximum of fifty-two (52) weeks for an employee taking leave under Articles 22.1 and 22.2.

If an employee fails to return to work, the Employer will recover moneys paid under this article.

### **22.6 Sick Leave**

(a) Illness arising due to pregnancy during employment prior to the leave of absence may be charged to normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician or registered midwife's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy. She may use this leave until all danger from such disease or condition no longer exists.

## **22.7 Vacation**

The employee shall retain vacation credits she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

## **22.8 Extended Childcare Leave**

- (a) Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 22.1 and 22.2, an employee shall be granted a further unpaid leave of absence not to exceed twelve (12) months. An employee shall neither lose nor accrue seniority while on extended childcare leave.
- (b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.
- (c) An employee on extended childcare leave shall provide the Employer with at least one (1) month's written notice of return from such leave.
- (d) Upon return from extended childcare leave, an employee shall be placed in her former position, or where the position no longer exists in a position of equal rank and basic pay.

## **22.9 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one (1) month prior to the expiration of the leave or if she does not return to work on the date specified in the notice of return from leave.

# **ARTICLE 23 - GENERAL CONDITIONS**

## **23.1 Use of Employee Car**

An employee shall obtain the permission of the Employer prior to using the employee's own vehicle for the Employer's business.

- (a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees who are required to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by her supervisor.
- (c) Where an employee is required to use her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class, on submission of documentation of that premium difference certified as correct by the employee's immediate supervisor.
- (e) Employees using their own car for the Employer's business shall receive fifty-two cents (52¢) per kilometre.
- (f) An employee shall not normally be required to transport children in their own vehicle.

**23.2 Working Conditions**

Working conditions, wages, privileges and benefits presently in force which are not specifically referred to in this agreement and which are not contrary to the intention of this agreement, shall continue in full force and effect.

**23.3 Protective Clothing**

Where the need can be shown to exist by the employees, the Employer agrees to provide suitable protective clothing to protect the clothing of the employees.

**23.4 First Aid Kit**

The Employer agrees to provide a proper first aid kit on the premises.

**23.5 Working and Health Conditions**

The Employer agrees to maintain good working and health conditions in the employees' work areas.

**23.6 Staff Room**

The Employer agrees to provide a staff area.

**23.7 Statutory Regulation**

The Employer and the employees undertake to adhere to all municipal, provincial and federal statutory regulations pertaining to childcare.

**23.8 Contracting Out**

The Employer shall not contract out bargaining unit work that will result in the layoff of employees.

**23.9 Supply and Maintenance of Equipment**

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

**23.10 Indemnity**

Except where there has been gross negligence on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer;
- (b) assume all costs, legal fees, and other expenses arising from any such action; and
- (c) the Employer shall have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

**ARTICLE 24 - HARASSMENT****24.1 Discrimination, Harassment and Bullying**

- (a) The Employer and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination and harassment. The Employer, in cooperation with

the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

(b) Discrimination relates to any of the prohibited grounds contained in the *BC Human Rights Code*. Grounds for discrimination include race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment.

(c) Harassment relates to any conduct, whether it be verbal, physical or by innuendo, that is likely to cause offence or humiliation to any reasonable person.

(d) Discrimination and harassment do not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

(e) any employee who feels that they are subject to discrimination or harassment may file a grievance pursuant to Article 8. Notwithstanding the process in Article 8, where appropriate, the parties may agree to use any other process available to them, including Section 87 of the *Labour Relations Code*, to resolve complaints under this clause.

(f) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Human Rights Tribunal or through the grievance procedure.

## 24.2 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint as per Article 24.5. The Employer shall deal with the complaint with confidentiality.

(b) The parties agree that substantiated cases of sexual harassment may be cause for discipline, up to and including dismissal.

(c) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- Touching, patting or other physical contact;
- Leering, staring or the making of sexual gestures;
- Demands for sexual favours;
- Verbal abuse or threats;
- Unwanted sexual invitations;
- Physical assault of a sexual nature;
- Distribution or display of sexual or offensive pictures or material;
- Unwanted questions or comments of a sexual nature;
- Practical jokes of a sexual nature.

(d) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(e) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

- (f) Both males and females can be sexually harassed by members of either sex.

### 24.3 Personal Harassment

(a) The Employer and the Union recognise the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment is verbal or physical behaviour directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Personal harassment is behaviour that humiliates, intimidates, excludes, or isolates an individual and/or group but, is not based on one (1) of the BC *Human Rights Code* thirteen (13) grounds of prohibited discrimination. Such behaviour could include, but is not limited to:

- Physical threats or intimidation;
- Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- Distribution or display of offensive pictures or materials.

(c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

(e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

### 24.4 Anti-Bullying

The Employer and Union support the right of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.

- (a) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
- (1) Intimidates, shows hostility, threatens, and/or offends others;
  - (2) Interferes with a workers performance;
  - (3) Otherwise adversely affects others.

Bullying conduct includes, but is not limited to:

- Name calling;
- Humiliation;
- Spreading rumours;
- Gossiping;
- Public ridicule;
- Scapegoating and blaming;
- Taunting;
- Ostracizing;
- Sexualizing;

- Making racial or ethnic slurs;
- Treating people like they are invisible;
- Rude interruptions;
- Sarcastic jokes;
- Invading one's personal territory;
- Giving limited information, then blaming;
- Cyber-bullying (bullying through email, internet, text messaging, internet websites, etc.);
- Removing areas of responsibilities without cause;
- Constantly changing work guidelines;
- Establishing impossible deadlines that will set up the individual to fail;
- Assigning unreasonable duties or workload which are unfavourable to one person (in a way that creates unnecessary pressure);
- Underwork - creating a feeling of uselessness;
- Criticising a person persistently or constantly;
- Belittling a person's opinions;
- Unwarranted (or undeserved) punishment;
- Blocking applications for training, leave or promotion;
- Tampering with a person's personal belongings or work equipment.

#### **24.5 Harassment Complaint Procedures**

In the case of a complaint, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Board or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Board in writing within fifteen (15) days of receipt of the complaint. The Board shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised by the Board's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Chair of the Board may take interim measures to separate the employees concerned if deemed necessary.
- (f) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Board's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual



harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Disciplinary action taken against a harasser pursuant to this article, shall not form the basis of a grievance.
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
- (i) This article does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (j) Complaints under the article shall be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

## ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

### 25.1 Rates of Pay

Employees shall be paid in accordance with the rates set out in Appendix A of this agreement.

### 25.2 Paydays

Employees shall be paid biweekly on alternate Thursdays by direct deposit.

### 25.3 Substitution Pay

When an employee, at the request of her immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position for one (1) full shift or more, she shall receive the rate for a job where a single rate is established. If a salary range is established, she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above her current rate, whichever is greater, but not more than the top of the new salary range.

### 25.4 Class 4 Drivers' Licence

The Employer shall pay the necessary costs for an employee to obtain and renew her Class 4 drivers' licence. Costs shall be limited to the cost of the necessary medical certificate and the licence fee itself. The Employer shall not be responsible for the cost of driver training.

**ARTICLE 26 - HEALTH AND SAFETY****26.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

**26.2 Working Environment**

The parties agree that a safe and clean working environment is essential to carry out work assignments in a satisfactory manner.

It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

**26.3 Safety Committee**

The parties agree that a joint occupational health and safety committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee will meet at regular intervals to be determined by the Committee to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

The parties further agree that the Labour/Management Committee shall also act in the capacity of safety committee.

**26.4 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which does not meet the standards established pursuant to the *Workers Compensation Act* as interpreted by:

- (a) a member of the Safety Committee; and
- (b) a person designated by the Safety Committee.

No employee shall be disciplined for refusing to work with a person who, in the employee's estimation, poses an immediate hazard to the employee's physical safety. The employee shall report the unsafe condition to her immediate supervisor immediately.

**26.5 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of her shift without deduction from sick leave.

**26.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

**26.7 Employee Check-in**

Check-in procedure will be implemented to ensure the safety of all employees who work alone.

**26.8 First Aid Requirements**

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties as a normal requirement of the job, the cost of obtaining and renewing this certificate shall be borne by the Employer.

#### **26.9 Communicable Diseases**

(a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.

(b) Where the Employer is aware of a client with a communicable disease, the Employer shall inform the primary care givers about the inherent risk of the communicable disease.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

#### **26.10 Workplace Aggression**

Employees who, in the course of their duties, may be exposed to aggressive conduct shall receive training at the Employer's expense in recognising and handling such episodes.

The Employer shall provide the employee with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate debriefing and counselling for individuals who have been traumatised will be made available to employees. Where an employee requires time off to attend debriefing it will be without loss of pay.

Where repeated incidents of physical aggression or verbal abuse occur, the Occupational Health & Safety Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

### **ARTICLE 27 - TERM OF AGREEMENT**

#### **27.1 Duration**

The term of this agreement shall be from January 1, 2019 to December 31, 2021.

#### **27.2 Notice to Bargain**

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 1, 2021, but in any event not later than midnight, September 30, 2021.

(b) Where no notice is given by either party prior to October 1, 2021, both parties shall be deemed to have been given notice under this article on October 1, 2021 and thereupon Article 27.3 applies.

(c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given to the Employer.

#### **27.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 27.2 the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**27.4 Changes in Agreement**

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

**27.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.

**27.6 Effective Date of Agreement**

The provisions of the agreement shall come into full force and effect on the date of ratification except where otherwise noted.

**27.7 Commencement of Bargaining**

Where a party to this agreement has given notice under Article 27.2 the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**27.8 Changes in Agreement**

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The provisions of the agreement shall come into full force and effect on the date of ratification except where otherwise noted.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Aynsley Tanner  
Board Member

\_\_\_\_\_  
Ferewine Tessfamariam  
Bargaining Committee Member

\_\_\_\_\_  
Oliver Zihlmann  
Chairperson

\_\_\_\_\_  
Tina-Marie Bradford  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**APPENDIX A  
Salary Scale**

Classification	Current	Effective January 1, 2019 2%	Effective January 1, 2020 2%	Effective January 1, 2021 2%
Senior Supervisor	\$26.86	\$27.40	\$27.95	\$28.50
Assistant Senior Supervisor	\$24.66	\$25.15	\$25.65	\$26.16
Early Childhood Educator	\$22.44	\$22.89	\$23.35	\$23.82
Cook	\$16.43	\$16.76	\$17.09	\$17.43
Casual (ECE)	\$18.71	\$19.08	\$19.46	\$19.85

**APPENDIX B  
Arbitrators**

The following arbitrators shall hear arbitration cases and act as investigators:

Marguerite Jackson  
Rory MacDonald  
Heather Laing  
Rick Coleman  
Joan Gordon  
John Steeves

**RENEWAL OF MEMORANDUM OF AGREEMENT 1  
Re: Job Sharing**

**1. Definition**

Job sharing shall be defined as a voluntary work arrangement whereby the duties and responsibilities of one (1) full-time position may be shared in a manner that would accommodate two (2) employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. Any job sharing arrangement will not result in added costs to the Employer.

**2. Application Process**

The employees wishing to enter into a job share arrangement will apply in writing to the Employer and forward a copy to the Union outlining the proposed commencement date of the job share, how the hours and days of work will be shared and how communication and continuity of work will be maintained.

The Employer shall communicate a decision on a job share request in writing to the applicants. Applications to job sharing shall not be unreasonably denied.

**3. Number of Employees**

The Union and the Employer agree that no more than one (1) position in each program shall be covered by a job sharing agreement at any one time.

No more than two (2) employees may share one (1) full-time position.

The position being shared shall remain a regular full-time position within the bargaining unit.

**4. Employee Wages and Benefits**

The job sharing arrangement shall be treated as a full-time position with respect to wages, paid holidays, leaves, vacation and health and welfare benefits and shall be prorated.

#### **5. Layoff and Recall**

Where a senior employee exercises her rights, as provided for in Article 13 of the collective agreement, the following will apply:

- (a) where the two (2) employees involved in the Job Sharing agreement are junior to the person exercising her rights under Article 13, then the senior employee shall be placed in the position;
- (b) where the employee exercising her rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising her rights under Article 13 shall replace the junior employee;
- (c) where an employee covered by this memorandum of understanding has been displaced pursuant to Article 13 of the collective agreement, she shall have the full rights as provided for under Article 13.

#### **6. Seniority**

Seniority for each job sharing partner shall continue based on hours worked.

#### **7. Termination**

If one (1) job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Article 11 of the collective agreement unless the remaining job sharing partner requests a full-time position.

If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing arrangement is terminated, the remaining job sharing partner shall be required to assume the full-time responsibilities in order to retain her job status.

### **MEMORANDUM OF AGREEMENT 2**

The parties agree that should funding be provided by the provincial government and/or federal government for Early Childhood Educator wage increases or other entitlements that this funding will be in addition to the annual general wage increases contained in Appendix A - Salary Scale, vacation, designated holidays or other entitlements.

Should such funding cease to be provided by the provincial government and/or federal government, the Employer will have no obligation to maintain such funding.

### **MEMORANDUM OF AGREEMENT 3**

#### **Re: BC Target Benefit Pension Plan**

Upon ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

As of the date of a successful application to the BC Target Benefit Pension Plan, the Employer will enrol all new employees who meet the eligibility requirements for membership in the BC Target Benefit Pension Plan.

### Eligibility

For existing employees to be eligible to participate in the BC Target Benefit Pension Plan, they must first complete the probationary period.

### Contributions

The Employer will continue to contribute to the RRS Plan and the BC Target Benefit Pension Plan on a basis that matches the employee's contribution. Employee contributions to the BC Target Benefit Pension Plan, through payroll deduction will be one (1) of the following:

- 1.0% of straight-time earnings
- 2.0% of straight-time earnings
- 3.0% of straight-time earnings
- 4.0% of straight-time earnings
- 5.0% of straight-time earnings
- 6.0% of straight-time earnings

The Employer will not be required to pay any additional contributions or any other amounts above its matching obligation to the BC Target Benefit Pension Plan.

Employees may change the contribution rate once a year.

Employees may at their own discretion make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan.

Upon successful application to the BC Target Benefit Pension Plan:

- (1) Within one hundred and twenty (120) days all eligible employees currently participating in the RRS Plan will be enrolled in the BC Target Benefit Pension Plan.
- (2) Notwithstanding (1), all existing eligible employees outlined in (1) may choose to remain with the RRS Plan by advising the BCGEU in writing on the appropriate form within one hundred and twenty (120) days.
- (3) Notwithstanding (1), all existing eligible employees outlined in (1) may elect to participate in the BC Target Benefit Pension Plan at a later date. Once the election has been made, employees may no longer participate in the RRS Plan.
- (4) The Employer will contribute all funds in accordance with the BC Target Benefit Pension Plan and applicable provincial legislation.
- (5) The Employer will maintain the Group RRSP for all employees who remain enrolled in it.

### Remittance of Contributions

- (1) All employer and employee required contributions shall be paid to the BC Target Benefit Pension Plan no later than ten (10) days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in the applicable provincial legislation.
- (2) The pension remittance report shall be submitted electronically to the BC Target Benefit Pension Plan by the Employer in an excel spreadsheet.
- (3) The information will be provided as follows:



- (i) SIN
- (ii) Name
- (iii) Employee contribution amount
- (iv) Employer contribution amount
- (v) Employee Voluntary contribution amount