

**COLLECTIVE AGREEMENT**

**between the**

**SHAUGHNESSY HEIGHTS EARLY  
LEARNING CENTRE SOCIETY**

**and the**

**B.C. GENERAL  
EMPLOYEES' UNION (BCGEU)**

**Effective from June 1, 2021 to May 31, 2025**

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## ARTICLE 1 - UNION RIGHTS AND RECOGNITION

### 1.1 No Discrimination

The Employer agrees that there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity or expression, marital status, union membership or whether they have children.

### 1.2 Recognition

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for the employees of Shaughnessy Heights Early Learning Centre Society for whom the Union is certified under the *Labour Relations Code* of British Columbia.

### 1.3 No Other Agreement

No employee covered by this agreement will 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.

### 1.4 No Discrimination for Union Activity

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union, or for the exercise of rights provided for in this agreement, except when such activity interferes with care of children.

### 1.5 Union Shop

- (a) All employees who are presently members of the Union will retain their membership as a condition of employment.
- (b) All new employees will become members of the Union from the date of hire as a condition of employment.

### 1.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of employees designated as stewards.

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

The duties of stewards will 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 recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by the Employer.

### **1.7 Time Off for Union Business**

Leave of absence without pay and without loss of seniority will be granted:

(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; or
- (5) leave for negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders;
- (7) leave for union observer.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternatives, to perform their duties pursuant to Clause 1.6;
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;
- (3) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of Clause 1.7(a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article will include sufficient travel time, where necessary.

### **1.8 Scope of Agreement**

This agreement applies to the child care staff, including full-time supervisors. It does not apply to volunteer workers, or work carried out under contract for non child care positions.

### **1.9 Conditions and Terms of Employment**

The conditions and terms under which employment is accepted by the employee will be in accordance with the provisions of this agreement and the employment contract as per Clause 4.3.

### **1.10 Legislation**

- (a) All provincial and/or federal legislation presently in effect and applicable will apply for the term of this agreement.

(b) If legislative changes are made and the collective agreement contains no provisions respecting that change or does not meet or exceed the benefit provided by the legislation then the members will be entitled to the superior benefit, for as long as the legislative change provides for that benefit. It is also understood that the language in the current agreement will not change.

### **1.11 Use of Terms**

#### *(a) Gender Neutral Terms*

Throughout this agreement, gender neutral terms will be used.

#### *(a) Singular or Plural*

Wherever the singular is used the same will be construed as meaning the plural if the facts or context so require.

## **ARTICLE 2 - EMPLOYER'S RIGHTS**

(a) The management and direction of the employees will be vested in the Employer.

(b) The Employer may obtain its employees from any sources available to it, subject to the conditions of Clause 4.4.

(c) Responsibility for deciding promotion, transfer, suspension or dismissal is vested solely in the Employer.

## **ARTICLE 3 - EMPLOYER - UNION RELATIONS**

### **3.1 Employer - Union Relations**

No employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization by the Union. To implement this, the Union will supply the Employer with the name of its' shop steward and/or negotiating committee, and similarly, the Employer will supply the Union with a list of its' supervisory or other personnel with whom the Union may be required to transact business.

### **3.2 Dues Authorization**

All employees, on their date of hire or the date of this agreement will be required to sign an authorization for dues and assessment deductions. A copy of this authorization will be sent to the Union by the shop steward.

### **3.3 Check-off of Union Dues**

Within 30 days of commencement of employment, the Union will furnish the Employer with a "*Union Dues Authorization Form*" signed by the employee. The Employer will advise the Union of any employees who cease employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

### **3.4 Remittance of Dues**

By the 15<sup>th</sup> calendar day of each month the Employer will forward the dues deducted in the previous month, by cheque to the Treasurer of the Union. 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 format ".csv". If the Employer is unable to provide the file in ".csv" format then ".xls" or ".xlsx" file formats are acceptable.

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		

### 3.5 Dues Receipt

The Employer agrees to include on the employee's T4 slip the amount of union dues paid in the previous calendar year and any other amount deducted from the employee's pay and remitted to the Union which is deemed tax deductible by Revenue Canada.

### 3.6 Alteration of Dues and Special Deduction

Upon receipt of a statement signed by the President and the Treasurer of the Union stating that the Union has altered its dues check-off amount or has authorized a special deduction, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Clause 3.4.

### 3.7 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement will be sent to the business address of the Union.

Further, the Employer agrees to send copies of correspondence between the Employer and any employee, as it relates to this agreement, to the President of the Union or their designate.

### 3.8 Copies of Agreement

The Employer agrees to provide all present and new employees with a copy of this agreement.

### 3.9 Union Bargaining Committee

A union bargaining committee will be appointed by the Union and will consist of up to two members of the Union, with a maximum of one from any one program, together with the President of the Union or

their designate. The Union will have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### **3.10 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 will notify the excluded designated supervisory official in advance of their intention and their purpose for entering and will 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.

### **3.11 Employer and Union will Acquaint New Employees**

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.
- (b) The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

### **3.12 Labour/Management Committee**

- (a) There will be established a labour/management committee composed of members equal in number, represented by the Employer and the Union. The size of this Committee will be three union representatives (one from each program) and three employer 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 will set guidelines and operating procedures for such committees.
- (b) The Committee will meet at the call of either party, at a mutually agreeable time and place. Employees will not suffer any loss of basic pay for time spent on this Committee.

An employer representative and a union representative will alternate in presiding over meetings.

- (c) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Union or the Employer, and will not supersede the activities of any other committee of the Union or of the Employer, and will not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussion.
- (d) The Committee will 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) addressing conditions causing grievances and misunderstanding.
- (e) Amendments to job descriptions will be forwarded to the Labour/Management Committee for consultation.

## **ARTICLE 4 - STAFFING**

### **4.1 Regular Employee Defined**

An employee who is employed for work which is of a continuous full-time or continuous part-time nature.

### **4.2 Auxiliary Employee Defined**

An employee who is employed for work which is not of a continuous nature, such as:

- (a) positions created to carry out special projects of work which are not continuous;
- (b) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave or other leave.

### **4.3 Notification of Regular Employment**

At the time of hiring, each new regular employee will receive an employment contract indicating their starting date, starting salary, job classification, job description, and such other terms which will not be in conflict with this agreement. Copies of such employment contracts will be forwarded to the Union within five working days by the shop steward.

### **4.4 Job Posting**

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and union binders, within seven days of the vacancy or of the new position being established, for a minimum of seven calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer will not advertise outside the centre for any position unless there is no qualified internal applicant.
- (c) *Information in Postings*

Such notice will contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range, location and whether the employee is required to use their automobile in the performance of their duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings will state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it.

- (d) *Local Union Observer*

The President of the Union or designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer will be a disinterested party.

#### **4.5 Priorities in Hiring**

First consideration will be given to applicants from the bargaining unit in which the position is open and to employees on the recall list.

#### **4.6 Probation**

A new employee is considered to be on probation for 480 hours from the date of hire. The probationary period may be extended for a period of no longer than three additional months by mutual agreement between the Employer and the Union. In case of discharge a probationary employee will be given two weeks' notice of discharge or two weeks' pay in lieu of notice. These provisions do not apply if termination is for just cause. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees will also apply to probationary employees except extended health, life insurance and dental benefits as cited in Article 9.

#### **4.7 Promotions**

In making promotions and transfers, the skill, knowledge, efficiency and the ability to work as a cooperative team member of the employee concerned will be the primary consideration, and where such qualifications are similar, length of service within the Unit will be the determining factor.

#### **4.8 Staff Qualifications**

There will be a qualified staff member, or licensed staff member, in charge at all times.

#### **4.9 Definition of Staff**

- (a) *Early Childhood Educator* - a qualified member of the staff engaged in caring for children and under the direction of the Facility Director.
- (b) *Early Childhood Educator Assistant* - a member of the staff in the process of training engaged in the caring of the children under the direction of a qualified Early Childhood Educator.

#### **4.10 Seniority Defined**

Seniority is defined as the length of service from the date of hire in the bargaining unit for all employees and will include service with the Employer prior to the certification or recognition of the Union. Seniority will be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall, vacations, and other such working conditions, as set out in other provisions of this agreement. Separate seniority lists will be maintained for regular and auxiliary employees by the Employer and be available to the Union on reasonable request.

#### **4.11 Loss of Seniority**

An employee will not lose seniority rights if they are absent from work because of sickness, accident, pregnancy/parental leave up to one year, layoff up to two years, or leave of absence approved by the Employer.

#### **4.12 Reduction of Hours**

- (a) Reduction in hours will be based on seniority, as per Clause 4.10, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of hours will have the right to choose layoff within 14 days as per Clause 4.13(b), or to accept the reduction in hours.

- (c) Any regular employee offered a reduction of hours will be given two weeks' notice of the reduction.
- (d) The two week notice period will count towards the notice provision in Clause 4.13(b).

#### **4.13 Layoff and Recall**

- (a) Layoff and recall will be based on seniority, that is, the last hired will be the first laid off and the last laid off will be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than three years employment will receive two weeks' notice or two weeks' pay in lieu of notice. After the completion of a period of employment of three consecutive years, one additional weeks' notice will be added for each subsequent completed year to a maximum of eight weeks' notice or pay in lieu of notice.
- (c) Any regular employee who has chosen layoff as per Clause 4.13(b) will have the right to decline a recall to work at reduced hours without loss of seniority.
- (d) *Layoff and Recall Process*
  - (1) No layoff will occur without prior consultation with the Union.
  - (2) Any employee affected by a layoff will receive written notification prior to layoff.
  - (3) In the event an employee is laid off, the employee will remain on the recall list for a period of two years from the discontinuation of their position.
  - (4) If the employee's position is reinstated within the time period noted in above, the employee will be recalled to their position.
  - (5) Notice of recall will be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.
  - (6) An employee notified of recall will be given 10 working days' notice to report to work.
  - (7) It will be the responsibility of the employee to keep the Employer informed of their current address and telephone number.
  - (8) The recalled employee will receive no less than their former salary plus any increments to which they had become entitled during the period of layoff.

#### **4.14 Performance Evaluation**

There will be a performance evaluation done for each employee prior to the end of the three-month probationary period and every year thereafter prior to the employee's anniversary date. The evaluation will be effected by an appointee of the Employer. The employee will be given sufficient opportunity to read and review the evaluation. The form will provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee will sign in one of the places provided. The employee may not initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the space indicating disagreement with the evaluation. An employee will, upon request, receive a copy of the employee evaluation at the time of signing. The employee's evaluation will not be changed after the employee has signed it without the knowledge of the employee, and any such changes will be subject to the grievance procedure of this agreement.

#### **4.15 Bridging of Service**

If a regular employee resigns after the signing of this agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability, or an ageing parent, and is re-employed upon application, they will be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee with at least three years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service will be for no longer than six years;
- (d) the previous length of service will not be reinstated until successful completion of the probationary period on re-employment.

### **ARTICLE 5 - HOURS OF WORK**

#### **5.1 Workweek and Workday**

- (a) The regular working hours will not exceed 40 hours per week.
- (b) The normal week will consist of five working days of eight hours each.
- (c) A regular full-time position may be shared by no more than two employees. The terms of the job sharing arrangement will be set out in a separate letter of understanding. There will be only one job sharing position in each program at any time.

#### **5.2 Preparation Time**

The Employer recognizes the need of employees to have sufficient preparation time. Each program will be provided approximately two hours per week of preparation time. It is understood that preparation time may vary from week to week and that the two hours per week is a goal and that employees will only use the time necessary for preparation.

#### **5.3 Relief and Meal Breaks**

- (a) The 40 hours of work per week will include one hour of relief and meal breaks per day, to be taken at a time designated by the Facility Director.
- (b) If an employee is unable to take their relief and/or meal breaks they will be paid for an additional, equal amount of time or at the employee's option, the time may be banked to be taken off at a mutually agreed time.

#### **5.4 Staff Meetings**

The Employer agrees to allow weekly staff meetings during working hours. The weekly one hour staff meeting will be included in the 40 hours of work per week.

#### **5.5 Board Meetings**

Employees who are required to attend board meetings outside of their regular hours of work will be compensated for any additional hours in accordance with the provisions of Clause 13.5.

## 5.6 Safety

The Employer agrees to provide and maintain proper first aid, firefighting and safety equipment on the premises.

An employee who considers that a practice being carried on within the day care premises is unsafe, or that equipment is faulty, will have the right to refuse to work with such equipment or under such conditions. If the Employer does not agree, it will be referred to the local Health Department.

## ARTICLE 6 - VACATIONS

### 6.1 Vacation Entitlement

- (a) All regular employees will be entitled to vacation with full salary on the following basis:
- (1) following completion of one year of service ..... 15 days;
  - (2) following completion of two years of service..... 20 days;
  - (3) following completion of three years of service - one day will be added to the employee's vacation entitlement per year of additional service to a total of 30 days:
    - after three years..... 21 days;
    - after four years..... 22 days;
    - after five years..... 23 days;
    - after six years ..... 24 days;
    - after seven years ..... 25 days;
    - after eight years ..... 26 days;
    - after nine years ..... 27 days;
    - after 10 years..... 28 days;
    - after 11 years..... 29 days;
    - after 12 years..... 30 days.
- (b) Regular employees who do not complete one year of service will be entitled to 4% vacation pay as per the *Employment Standards Act*.
- (c) Auxiliary employees will be entitled to vacation pay as per the *Employment Standards Act* which is reflected in Clause 8.15 Health/Welfare and Statutory Obligations.

Notwithstanding past practice, as of date of ratification, the Union and Employer agree Clause 6.1(a) will apply to regular employees only.

### 6.2 Vacation Scheduling

The time of vacation is to be determined by the mutual agreement of the employee and the Employer. Scheduling of vacation will be on the basis of seniority where there is a conflict between employees.

The Employer will post, at the worksite, a "*request for vacation schedule*" no later than April 1<sup>st</sup> of each year. Any employee who fails to indicate a vacation preference by May 31<sup>st</sup> will forfeit their right to request priority based upon seniority. All requests for vacation received after May 31<sup>st</sup> will be assigned on a first requested, first assigned basis.

Notwithstanding past practice, as of date of ratification, the Union and Employer agree Clause 6.2 will apply to regular employees only.

### **6.3 Part-Time Employees**

Part-time employees will be entitled to vacation on a pro rata basis.

### **6.4 Accumulation or Carryover of Vacation**

Up to five vacation days to which an employee is entitled may be deferred until the following year.

### **6.5 Approved Leave of Absence during Vacation**

Where an employee is eligible for sick leave while they are on vacation there will be, on application, special arrangements made where serious illness or accident can be proven with the intent not to lose vacation time.

### **6.6 Termination of Employment**

The Employer will pay the terminating employee for all vacation days owed to them at their regular rate of pay.

Should the terminating employee have used more of their vacation credit than entitled, they will have the difference deducted from their final paycheck.

## **ARTICLE 7 - DESIGNATED HOLIDAYS**

### **7.1 Paid Holidays**

The following have been designated as paid holidays:

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

Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which the employee is working will also be a paid holiday.

Auxiliary employees' holiday pay is compensated through the additional 20% in lieu as per Clause 8.14.

### **7.2 Designated Holiday Coinciding with Employee's Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday will not count as a vacation.

## **ARTICLE 8 - LEAVES**

### **8.1 Sick Leave Defined**

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently impair work ability.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected case of German measles or any other disease or condition which could be harmful to pregnancy in the place of employment. They may use this leave until all danger from such disease or condition no longer exists.



## 8.2 Sick Leave Entitlement

One and one-half days per month, or a total of 18 days per year may be allowed each member of the staff for sickness, without loss of pay. Any balance of this allowance may be carried over into the next year.

## 8.3 Sick Leave Credit

All employees will be able to draw on a block of five days sick leave when they commence employment. If all or part of this block of sick leave is used it will be paid back as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credit, this amount will be deducted from their final paycheque.

## 8.4 Medical Confirmation

After sick leave of more than five continuous days, the Employer may request medical confirmation. The Employer will pay all costs incurred by an employee to obtain the requested medical confirmation.

## 8.5 Pregnancy/Parental Leave

- (a) The period of pregnancy/parental leave will be in accordance with the pregnancy/parental provisions of the *Employment Insurance Act*.
- (b) Upon request, the employee will be granted leave of absence without pay for a further period of up to six months. If they return to work within this six-month period, they will be reinstated in their former position and will resume receiving the current negotiated salary.
- (c) An employee on leave in accordance with Clause 8.5(b) may be granted a further six months unpaid leave of absence without pay subject to operational requirements. The employee agrees to apply for such leave no later than six weeks prior to the end of the leave in Clause 8.5(b). Upon return to work, the employee will be re-instated into their former position and resume earning the current negotiated salary. Requests for leave under this article will not be unreasonably denied.
- (d) If an employee maintains coverage for medical, extended health/life insurance or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the pregnancy/parental provisions of the *Employment Insurance Act*.

## 8.6 Parental Leave

Upon request, the employee will be granted a leave without pay, for a period no greater than leave under Clause 8.5(a) and (b).

## 8.7 Bereavement Leave

In the case of bereavement in the immediate family an employee will be entitled to special leave up to five days at their regular rate of pay. Immediate family includes: Employee's child, parent, spouse, common-law spouse, sibling, parent-in-law, grandparents, grandchild and any other relative permanently residing with the employee.

## 8.8 Educational Leave

- (a) Employees will be granted four days educational leave with pay per annum for the purpose of taking part in conferences, workshops for educational purposes, or visits to observe other early childhood centres. Only one employee at any one time will be granted this leave.
- (b) If an employee attends a conference or workshop on a week night or a weekend, they will be granted compensating time off at straight-time on a weekday at a time mutually agreed by the

employee and the Employer. Such compensating time off will be deducted from the educational leave time as outlined in Clause 8.8(a).

(c) The Employer agrees to cover all courses taken by the employee, which, in the opinion of the Employer and the employee, will contribute to their professional development.

(d) Leave of absence with or without pay, at the discretion of the Employer, will be granted to the employee for the purpose of taking a required practicum.

(e) Should the employee resign within six months of attending a conference, course, or workshop paid for by the Employer under this article, the Employer will recoup the costs of the workshop on a prorated basis as follows:

### **8.9 Leave of Absence for Union Activities**

Special leave without pay will be granted by the Employer to an employee for the purpose of acting as a delegate or representative of the Union.

Only one employee at any one time will be granted this leave. Leaves in excess of two in any one year will be granted only after approval of the Employer.

### **8.10 Special Leave of Absence Without Pay**

Special leave without pay may be granted by the Employer to an employee for a valid reason. Such absence on approved leave without pay will not jeopardize the employee's position or rate of pay acquired with normal service. Such leave will not be unreasonably denied.

### **8.11 Special Leave with Pay**

(a) Special leave with pay of up to three days per annum may be granted to the employee in the event of illness in the immediate family of the employee or for another extenuating circumstance:

- (1) marriage of employee;
- (2) attend a funeral;
- (3) attend formal hearing to become a Canadian citizen;
- (4) serious household or domestic emergency;
- (5) medical or dental appointment;
- (6) moving household furniture and effects.

Two weeks' notice are required to receive special leave with pay for Sections (1) and (3).

(b) Special leave with pay will be granted to an employee for job related court appearances.

(c) Special leave with pay will be granted to an employee serving as a juror. The employee will remit to the Employer all monies paid to them by the court excluding meal and travelling allowances not reimbursed by the Employer.

(d) Employees may request one additional special leave day per year for extenuating circumstances. The request must be made in writing, when possible, to the Facility Director. Request should be made as far in advance as practicable. The additional day will only be provided once the initial three days in (a) above have been exhausted. The Facility Director has full discretion of granting the extra day and no unreasonable request will be denied.

**8.12 Christmas Week Leave**

- (a) During the Christmas week, December 25<sup>th</sup> to 31<sup>st</sup>, the daycare will be closed. Staff will be entitled to access vacation time and pay to ensure no loss of pay during this period.
- (b) Should the need for coverage arise, the parties will meet to renegotiate this provision.

**8.13 Elections**

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

**8.14 Unpaid Leave - Union Business or Full-Time Union or Public Duties**

- (a) Long-term leave of absence without pay, without benefits and without loss of seniority will be granted:
  - (1) for employees selected to a full-time position with the B.C. General Employees' Union for a period of one year;
  - (2) for an employee elected to the position of President, Treasurer or Executive Vice-President of the B.C. General Employees' Union for the term of the office to which they are elected to;
  - (3) for an employee elected to the following bodies to which the Union is affiliated (i.e. BC Federation of Labour, Canadian Labour Congress, District Labour Council and the National Union of Public and General Employees) for a period of one year and the leave will be renewed upon request.
- (b) The Employer will grant, on written request, leave of absence without pay, without benefits and without loss of seniority:
  - (1) for an employee to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election for the period of the electoral writ or the official campaign duration;
  - (2) for an employee elected to a public office for a maximum period of five years.
- (c) Employees requesting leave under Clause 8.14(a) and (b) above will provide written notice of no less than two months' notice of their intention to seek election.
- (d) Employees taking unpaid leave under Clause 8.14 may choose to continue their benefits during the leave period provided they reimburse the Employer for the full cost of the benefits during the leave.

**8.15 Health/Welfare and Statutory Obligations**

In lieu of health and welfare and vacation and stat holidays, auxiliary employees will receive an additional 20% of their regular wage rate for all hours worked.

**ARTICLE 9 - HEALTH AND WELFARE****9.1 Basic Medical Insurance**

All regular employees whether full or part-time may choose to be covered by BC Medical Plan or its equivalent. The Employer agrees to pay 100% of these costs, at the couple or dependant rate if needed.

## **9.2 Extended Health**

- (a) The Employer agrees to pay 100% of the monthly premium for all regular employees and their spouse and dependents.
- (b) Includes Vision Care component of \$300 per 24 months.

## **9.3 Life Insurance and Accidental Death Dismemberment**

The Employer agrees to pay 100% of the monthly premium for all regular employees.

## **9.4 Dental Services Plan**

The Employer agrees to pay 85% of the monthly premiums for all regular employees entitled to coverage under the dental plan.

## **9.5 Pay Direct Drug Card**

The Employer agrees to provide a pay direct drug card to all eligible regular employees and their dependents.

## **9.6 Remittance of Premiums**

The Employer agrees to remit premiums for the Extended Health, Life Insurance and Dental Services Plan in accordance with directives from the Union's Plan Administrator.

## **9.7 Workers' Compensation**

The Employer agrees to apply for coverage under the Workers' Compensation Board. When the Employer or the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave will be deducted only for that portion of the employee's time for which they are not compensated by Workers' Compensation.

## **9.8 Transportation of Accident Victims**

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident will be at the expense of the Employer.

## **9.9 Communicable Diseases and Parasitic Infestations**

- (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 or parasitic infestations.
- (b) Where the Employer is aware of a child with a communicable disease or parasitic infestations, the Employer will inform the employees about the inherent risk of the communicable disease.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts in the following 24 hour period to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.

(e) The Employer will, in consultation with the employees, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

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

### **10.1 Personnel Files**

An employee will have full access to any files which contain information regarding the employee.

Any material to be placed on the employee's file will be dated and signed by the employee and the Facility Director. The employee will be provided with a copy of any material regarding the employee to be placed on a file, clearly indicating its placement.

All disciplinary materials on file will be removed after one year from date of incident provided there have been no further incidents, in which case it will be removed after one year from the date of the subsequent and/or final incident. The exception to this is material regarding any incidents involving a demonstrable risk to the safety and well-being of children in care, which will not be removed from the file.

The Employer agrees not to introduce as evidence in any hearing any document the existence of which the employee was not aware at the time of filing.

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

(a) An employee will have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article will not apply to those discussions that are of an operational nature.

(b) A steward will 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.

### **10.3 Dismissal for Cause**

An employee may be dismissed or suspended for cause. A suspension or dismissal may be the subject of a grievance provided the Union so informs the Employer in writing within five working days of the suspension or dismissal.

### **10.4 Warning**

Before any dismissal notice is given, the Employer will give the employee a written warning notice outlining the reasons for dissatisfaction with the employee, and the employee will be on a trial period for at least two weeks.

### **10.5 Notice of Dismissal**

Except for just cause, an employee will be given one month's notice or one month's pay in lieu of notice, except for probationary employees who will be given two weeks' notice or pay in lieu of notice.

### **10.6 Resignation**

The employee agrees to give 30 calendar days' notice in writing upon to leaving. This may be waived in extreme circumstances by mutual agreement.

### **10.7 Benefits**

In case of dismissal or resignation, the employee will receive all vacation entitlements and salary due to the date of termination.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **11.1 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; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit will be resolved in accordance with the following procedures.

### **11.2 Step 1**

In the first step of the grievance procedure, every effort will be made to settle the dispute with the designated local supervisor. The aggrieved employee will have the right to have their 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, they will not, where possible, act as a steward in respect of their own grievance, but will submit through another steward or union staff representative.

### **11.3 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 Clause 11.4, must do so not later than 30 days after the date:

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

### **11.4 Step 2**

- (a) Subject to the time limits in Clause 11.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the union steward.

- (b) The local supervisor will:
  - (1) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

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

- (a) Within 10 calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward will 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 will reply in writing to the Union within 14 days of receiving the grievance at Step 2.

#### **11.6 Step 3**

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

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

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

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

#### **11.8 Failure to Act**

If the President of the Union, or 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 will not be deemed to have prejudiced its position on any future grievance.

#### **11.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 12, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

#### **11.10 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 will be deemed to be presented on the day on which it is postmarked and it will 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 will be by registered mail or facsimile.

#### **11.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 30 days of the date on which the dismissal occurred, or within 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 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

#### **11.12 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 will be considered to have been abandoned.

#### **11.13 Policy Grievance**

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

#### **11.14 Technical Objections to Grievance**

It is the intent of both parties of this agreement that no grievance will 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 will 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 12 - ARBITRATION**

#### **12.1 Notification**

Where a difference arising 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 term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 11, notify the other party within 30 days of receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

#### **12.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected from the following list:

- Judi Korbin
- Vince Ready
- Bob Pekeles

#### **12.3 Procedure**

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



#### **12.4 Decision of Arbitrator**

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

#### **12.5 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 will make every effort to provide written clarification within seven days of receipt of the application.

#### **12.6 Expenses of Arbitrator**

Each party will pay one-half of the fees and expenses of the Arbitrator.

#### **12.7 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.

#### **12.8 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(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### **12.9 Expedited Arbitration**

- (a) The parties may, by mutual agreement, refer to expedited arbitration any outstanding grievances considered suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances will 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 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 agree to using the approved list of single arbitrators, pursuant to Clause 12.2 to hear and resolve groups of grievances.

- (d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.

- (e) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing will be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in Clause 12.9(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 Clause 12.3.
- (h) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES**

### **13.1 Use of Employee Vehicle**

Employees using their own car for the Employer's business will receive 56¢ per kilometre. Each employee will be required to produce proof of liability insurance of no less than \$1,000,000 and adequate business use coverage before using their car. Employees will not transport children in their cars except in an emergency, where transporting the child by taxi or ambulance is not possible.

### **13.2 Expenses**

All approved expenses incurred by employees on the Employer's business will be reimbursed not later than the end of each month or 15 days after the expense has been incurred.

### **13.3 Part-Time Employment**

Regular employment on a part-time basis will be subject to the same standards and conditions of employment which apply to a full-time permanent staff. Benefits and vacations will be calculated on a proportionate basis.

### **13.4 Salary**

All present and new employees will be placed in their appropriate level within the salary specifications as set forth in Appendix 1.

### **13.5 Overtime**

- (a) Every employee who is required to work overtime will, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.
- (b) An employee who is required to work overtime will be compensated as follows:

- (1) *Daily Overtime*

- After working eight hours in a day, an employee will be paid time and one-half for the next three hours worked, and double-time for all hours worked in excess of 11.

- (2) *Weekly Overtime*

- An employee who works more than 40 hours in a week will be paid time and one-half for the next eight hours, and double-time for all hours in excess of 48.

- Only the first eight hours worked on each day are used to calculate total hours for weekly overtime. After eight hours worked in a day, an employee will be entitled to daily overtime as set out above.

(c) Any employee who elects to receive compensating time off in lieu of being paid for overtime will be given time off equivalent to the number of hours for which they would have been paid for the overtime so worked. Time off for such compensating time will be taken at a time mutually agreed upon by the employee and the Employer.

### **13.6 Acting Rate of Pay**

In the absence of the Facility Director, they may designate an employee to take on additional duties. The employee will be paid a premium of \$1.50 per hour for all hours worked in the position.

### **13.7 Auxiliary Employees**

Auxiliary employees will receive all benefits of this contract, excepting Clauses 8.1, 8.2, 8.3, 8.4, 8.7, 8.8, 8.10, 8.11, 8.12 and payment of medical, dental and extended health/life insurance plan costs cited in Clauses 9.1, 9.2 and 9.3. Such employees will be required to become members of the Union and commence paying the monthly union dues.

### **13.8 Payment of Wages**

All employees will be paid by the last working days before the 15<sup>th</sup> and the end of the month, prior to the end of the earliest shift.

The Employer agrees to provide the employees with a written statement of wages and the amount and purpose of each deduction when such amounts change for that pay period.

### **13.9 Criminal Records Checks**

The Employer will not discriminate against an employee or intended employee because of a criminal record check finding that is unrelated to the employment or intended employment of a person as stated under Section 8 of the *Human Rights Act* of BC. The Employer further agrees to ensure the secure storage of criminal records checks and that access to said checks be restricted to a specified designate of the Employer.

### **13.10 Wage Enhancement Programs**

Should any level of government make funds available that are targeted exclusively for the enhancement of child care staffs' wages, the Employer agrees to apply for the funds. Should the funds be made available to the Employer, the Employer and the Union agree to immediately renegotiate Appendix 1 - Salary Scale.

### **13.11 Salary Rate Upon Employment**

The hiring rate of pay for new employee will not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

## **ARTICLE 14 - HARASSMENT**

### **14.1 Harassment in the Workplace**

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("*Harassment*"), and the Employer will take such actions as are necessary respecting an employee engaging in Harassment in the workplace.

#### 14.2 Sexual Harassment Definition

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer will take such actions as are necessary to protect employees from sexual harassment.
- (b) Sexual harassment includes 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.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

#### 14.3 Personal and Psychological Harassment Definition

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity.
- (b) Good faith actions of the Facility Director relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking disciplinary action - do not constitute harassment.

#### 14.4 Harassment Complaints

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

- (c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (d) A complainant may try to informally resolve their complaint with the assistance of the Facility Director, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

#### **14.5 Harassment Complaints Procedure**

- (a) An employee who wishes to pursue a concern arising from alleged Harassment may submit a complaint in writing, within six months of the latest alleged occurrence, through the Union or directly to the Facility Director. Complaints of this nature will be treated in strict confidence by the employees involved, the Union and the Employer.
- (b) When the Employer has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit they will be given the option of having union representation present at any meeting held to investigate the complaint.
- (c) The Employer will investigate the complaint and will submit a report to the Facility Director in writing within 30 days of receipt of the complaint. The Facility Director will, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue.
- (d) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline. Such action will only be for just cause and may be grieved pursuant to Article 11.
- (e) Pending determination of the complaint, the Facility Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where the Harassment requires the transfer of an employee, it will be the harasser who is transferred, except that the employee harassed may be transferred with their consent.

#### **14.6 Arbitrator**

- (a) Where either party to the proceeding is not satisfied with the Facility Director's response under Clause 14.5(c) above, the complaint will, within 30 days of that response, be put before an arbitrator. Where no response under Clause 14.5(c) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and will have the right to:
  - (1) dismiss the complaint;
  - (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; and
  - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

- (b) An alleged offender under this clause will not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the Facility Director or the Arbitrator.
- (c) The Arbitrator chosen will be the Arbitrator from the list of arbitrators that has the earliest available date that is at least 14 days after the date of referral.

#### 14.7 Anti-Bullying

- (a) The Employer and Union supports the rights 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.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) intimidates, shows hostility, threatens and offends others;
  - (2) interferes with a worker's performance;
  - (3) otherwise adversely affects others.
- (c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the Facility Director or his designate (the "*Facility Director*"). Complaints of this nature will be treated in strict confidence by the employees involved, the Union and the Employer.
- (d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.
- (e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.
- (f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

#### ARTICLE 15 - GENDER TRANSITION POLICY

The Union and Employer agree to the following general transition policy to cover transgender employees at work.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon written request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage, schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.
- (c) The Employer will provide safe washroom and change room facilities to all trans workers. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries or completed legal name or gender changes.
- (d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.

(e) Upon written notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the Union and the employee to tailor a transition or support plan to the employee's particular needs.

## ARTICLE 16 - DOMESTIC VIOLENCE

### 16.1 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

### 16.2 Hours of Work Accommodation

If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

### 16.3 Domestic Violence Leave

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence, in accordance with the *Employment Standards Act*.

(b) An employee is only entitled to a leave of absence under Clause 16.3(a) if the employee uses the leave of absence for one or more of the following purposes:

- (1) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or
- (2) to obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, transition house, sexual assault centre or other social services program or community agency; or
- (3) to obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or
- (4) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or
- (5) to seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(d) Leave taken under Clause 16.3 will be in accordance with section 52.5(4) of the *Employment Standards Act*.

## ARTICLE 17 - PENSION PLAN

### 17.1 Establishment of Plan

- (a) The Employer and the Union are bound by the BC *Pension Benefits Standards Act* (herein referred to as PBSA) and the provisions of the *Income Tax Act*.
- (b) The Employer agrees to remain a contributing employer to the Pension Fund of the BC Target Benefit Pension Plan. The BC Target Benefit Pension Plan is a union sponsored multi-employer plan as defined by the PBSA.
- (c) All eligible employees covered by this agreement will participate in the BC Target Benefit Pension Plan.

### 17.2 Definition of Eligible Employee

Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees, auxiliary employees pursuant to Clause 15.1(b) and those employees as provided for in the PBSA who are eligible after completing two years of employment with earnings of not less than 35% of the Year's Maximum Pensionable Earnings as annually determined by Revenue Canada in each of two consecutive calendar years, or where entitlement to participate is otherwise granted in the collective agreement. The Employer will automatically enrol auxiliary employees as they become eligible to participate in the plan.

### 17.3 Contribution Rates

- (a) The Employer's contribution rate to the Pension Fund will be 5% of each employee's basic (gross) monthly earnings. The Employer will also deduct from each eligible employee's basic (gross) monthly earnings 5% and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund.
- (b) Regular employees who, by virtue of their age, are no longer eligible to contribute to a pension, will have the option of reallocating contributions to a Tax-Free Savings Account or receive a 5% increase to their regular earnings.

### 17.4 Definition of Earnings

For purposes of this Pension Plan, basic (gross) earnings is defined as the sum of the wages, disability income from employer or union sponsored disability plans such as Short-Term Disability, Long-Term Disability, income replacement, weekly indemnity, employment insurance, Canada Pension Plan disability income, pregnancy or parental leave or similar plans, monthly Workers' Compensation benefits, pay for shift differential, overtime pay, other premium allowances, vacation pay and money paid in lieu of vacation.

### 17.5 Remittance of Contributions

- (a) All employer and employee required contributions will be paid not later than 10 days after the end of the last two complete payroll periods for the preceding month. The remittance will be made in accordance with statutory regulations contained in Section 37 of the *Pension Benefits Standards Act* (RSBC 1991).
- (b) The Pension Remittance Report submitted by the Employer will be sent on computer disc (or in electronic form) in an Excel spreadsheet or an ASCII format.
- (c) In the event that an employee leaves the BCGEU Pension Plan due to retirement, the Employer, upon request by the employee, agrees that all employee and employer required contributions to the



Pension Fund in respect of that employee will be received by the Pension Fund no later than the last working day of the month in which the employee retires.

#### **17.6 Late Remittance**

In the event that contributions are not remitted in the manner provided in Clause 15.5 above, the Employer will be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 15.3 above, and the Employer will include a delinquency charge payment of 2% per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one full month.

The payment for such delinquency charge will be made in a manner prescribed by the B.C. General Employees' Union or its designate, and is payable as liquidated damages and not as a penalty.

#### **17.7 Pension Contributions While Ill or Injured**

Where an employee becomes ill or injured and is in receipt of income pursuant to the provisions of Clause 8.2, or where an employee is in receipt of Workers' Compensation Board Benefits or Canada Pension Plan disability benefits, whether such provisions are insured or not, that employee will have remitted by the Employer the same employer pension contributions as set out in Clause 15.2. Such amount will be based on the employee pre-disability classification and basic (gross) monthly earnings including any wage increases for that classification.

#### **17.8 Discontinuation of Contributions**

In the event that employee and employer required contributions on behalf of eligible employees are discontinued for any reason the Employer will notify the plan administrator in writing.

### **ARTICLE 18 - TERM OF AGREEMENT**

#### **18.1 Duration**

This agreement will be binding and remain in effect to midnight May 31, 2025.

#### **18.2 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 February 1, 2025, but in any event not later than midnight February 28, 2025.
- (b) Where no notice is given by either party prior to March 1, 2021, both parties will be deemed to have given notice under this section on March 1, 2025.
- (c) All notices on behalf of the Union will be given by the President of the Union and similar notices on behalf of the Employer will be given by the appropriate designate.

#### **18.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 16.2 of this article, the parties will, within 14 days after the notice was given, commence collective bargaining.

#### **18.4 Change in Agreement**

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

**18.5 Agreement to Continue in Force**

Both parties adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Judy Cheung  
Facility Director

\_\_\_\_\_  
Indu Chauhan  
Bargaining Committee Chair

\_\_\_\_\_  
Ken Tam  
Chair of Board

\_\_\_\_\_  
Brittney Janecki  
Staff Representative

Date: \_\_\_\_\_

**APPENDIX 1**  
**Salary Scale**

Classification	Current	June 1/21 (+2.15%)	June 1/22 (+2.30%)	June 1/23 (+2.40%)	June 1/24 (+2.40%)
<b>Early Childhood Educator (monthly based on FT)</b>	24.17	24.69	25.26	25.86	26.48
	24.51	25.04	25.61	26.23	26.86
	24.79	25.32	25.91	26.53	27.16
	25.19	25.73	26.32	26.96	27.60
	25.54	26.09	26.69	27.33	27.99
<b>Early Childhood Assistant</b>	21.30	21.76	22.26	22.79	23.34
	21.60	22.06	22.57	23.11	23.67
	21.89	22.36	22.87	23.42	23.99
	22.20	22.68	23.20	23.76	24.33
	22.50	22.98	23.51	24.08	24.65
<b>Auxiliary*</b>	20.02	20.45	20.92	21.42	21.94
<i>*Includes 20% as stipulated in Clause 8.15 Health/Welfare and Statutory Obligations</i>					

### Step Scale

- The step scale reflects years of service at Shaughnessy Heights Early Learning Centre Society.
- Movement From One Step To The Next Step Within The Same Classification*

Movement to the next step will be accomplished when the employee has worked one full-time year. For example, a full-time employee will move to the next step upon the anniversary date of the job start; a part-time employee will move to the next step when they have worked the equivalent of a full-time year (i.e., 2,080 hours).

- Movement From One Step To The Next Step Within The Same Classification When The Employee Decides To Take A Leave of Absence*

Movement to the next step will be delayed by the length of the leave of absence (and to subsequent steps).

- Movement from One Step To The Next Step Within The Same Classification When The Employee Decides To Take A 27 Week Parental Leave*

Movement to the next step will not be delayed and movement to the next step will occur as if the employee had no time away from work.

- Movement From One Step To The Next Step Within The Same Classification When The Employee Decides To Take A 52 Week Pregnancy/Parental Leave*

Movement to the next step will be delayed by the length of the pregnancy/parental leave of absence in excess of the 27 weeks already agreed upon.

- Movement From One Step To The Next Step Within The Same Classification When The Employee Takes Medical/Disability Leave*

If the medical/disability leave is job related (i.e. injury occurred while at work) there will be no delay moving to the next step; however, if the leave is not related to an injury sustained while at work, movement to the next step will be delayed by the length of the medical leave of absence.