

Collective Agreement
Between

The Caledonia Early Care and Learning Centre
Society (CECLC)

&

Canadian Union of Public Employees
4951-01

January 1, 2019 to December 31, 2020



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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote a positive work environment.
- 5) Both parties agree to act in a fair and reasonable manner.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1- MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance or arbitration procedure.

1.02 No Discrimination

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

The Employer and the Union subscribe to the principles of the Human Rights Code of British Columbia (RSBC 1996, Chapter 210).

1.03 Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

ARTICLE 2- RECOGNITION

2.01 Bargaining Unit

CUPE local 4951-01 shall be recognized as the bargaining agent for the employees of the Caledonia Early Care and Learning Centre Society. These employees shall comprise the bargaining unit of CUPE Local 4951-01.

2.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purposes of break coverage, in the case of absenteeism, instruction, emergency situations, or as mutually agreed upon by the parties. It is understood that practicum students will perform the duties of bargaining unit members as required by their practicum. The performance of these duties will not result in the reduction of hours or layoff of any bargaining unit members.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other society, person, company, or non-unit employee.

2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.06 Definition of Employee

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- c) A "seasonal" employee shall be deemed to be an employee who works either part time or full-time hours, and whose position is created due to seasonal requirements not exceeding ten (10) calendar months in duration. The employee also makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
 - i. An employee's appointment may be extended beyond ten (10) months with the written approval of the Union. Such approval shall not be unreasonably denied.
 - ii. It is understood that employees on seasonal appointments will have the right to return to the same position providing this occurs within six (6) months of the completion of their appointment. If an employee's seasonal position is declared redundant, or if a seasonal employee is laid-off during the term of the seasonal appointment, the employee shall have the rights afforded their in Article 10 (Seniority) and Article 12 (Layoffs and Recalls). Otherwise, completion of a seasonal appointment shall not constitute layoff.
 - iii. An employee on a seasonal appointment shall be granted vacation with pay as per the provisions of Article 16 (Vacation). It is recognized that seasonal appointees will normally schedule their vacation at those times when their services are not required.
 - iv. An employee on seasonal appointment shall receive those health benefits as outlined in Article 20 (subject to Carrier Conditions). The right of employees on seasonal appointments to contribute to benefit plans under this Agreement during the period when they are not employed. This provision is subject to carrier conditions and with the understanding that the employee bears the full premium cost. An employee may elect to prepay the premium cost by payroll deduction by specifying the details in writing to the manager.

- d) A “part-time self-directed” employee shall be an employee who regularly works not more than ten (10) hours per week.

The parties recognize that the custodian position in the day care requires the flexibility of self-directed working-hours. In this position, the working hours are determined by the employee, using their own discretion as to the most effective application of those hours to meet the operational requirements of the Day Care and that all hours will be performed either after or before the Day Care is in operation.

Preference will be given to students of the College of New Caledonia. They are not entitled to the provisions in Articles 12 (Lay Offs and Recalls), 13 (Hours of Work), 14 (Overtime) or 20 (Employee Benefits). And they shall receive the benefits provided for under Article 16 (Vacations) and 17 (Sick Leave) on a prorated basis.

ARTICLE 3- NO STRIKES/NO LOCKOUTS

3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

3.02 Right to Not Cross Picket Lines

All members of the Union shall have the right to not cross any legal picket line without discipline or loss of remuneration.

ARTICLE 4- UNION SECURITY AND DUES

4.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

4.02 Deductions

Deductions shall be made from the semi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

4.03 New Employees

- a) The Employer agrees to acquaint new employees that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

4.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

ARTICLE 5- CORRESPONDENCE

5.01 Correspondence

All correspondence between the parties shall be copied to the Chair of the CECLC Society Board and the President of the Union.

ARTICLE 6 – UNION- MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.02 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

6.03 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union appointees will include the President of Local 4951 or their designate. The Union will advise the Employer in writing of the Union nominees to the Committee.

Any employee who is a representative of the Union on the Bargaining Committee shall have the privilege of attending Committee meetings held within the employee's working hours without loss of remuneration. The privilege applies only when the Committee is engaged in committee work with representatives of the Employer.

6.04 Union - Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

Meetings of Committee

The Committee shall meet at least once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes, which will be placed within in the log book three (3) working days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

6.05 Health and Safety

The parties agree to abide by the Occupational Health and Safety Regulations, the Workers Compensation Act and applicable legislation in the Province of British Columbia. The Employer and the Union agree to maintain standards of safety and health in the workplace, in order to prevent injury and illness.

ARTICLE 7- GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and efficient procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and processing their grievance in accordance with the grievance procedure. The Steward may be a member of CUPE Local 4951.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward. The Employer agrees that Stewards shall not be interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

7.03 Grievance Committee

The Grievance Committee shall be composed of members of CUPE Local 4951 plus the Union Steward directly involved with the grievance.

7.04 Permission to Leave Work

The Employer agrees that Stewards and/or the grievance shall not be interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and joint committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various joint committees, shall be considered as time worked.

7.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

7.06 Settling of Grievance

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

- Step I: Where the employee believes that there has been a violation of the agreement they shall meet informally with the Manager of the CECLC in an attempt to resolve the allegation.
- Step II: Within ten (10) working days of failure to resolve the grievance at Step I the employee may bring forward a formal grievance in writing to the Manager of the CECLC with the assistance of a Union Steward. The Manager shall reply to the grievance in writing within five (5) working days of the grievance being filed at Step II.
- Step III: Within fifteen (15) working days of the response of the Manager at Step II, the Union may advance the grievance to the Employer's Board of Directors in writing. The parties shall meet to discuss the grievance and the Board of Directors shall respond in writing within five (5) working days of this meeting to the Union.
- Step IV: If the parties are unable to reach resolve for the grievance at Step III, either of the parties may advance the grievance to arbitration in accordance with Article 8 of the agreement.

7.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

7.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps I and II of this Article may be by passed and the grievance may commence at Step III

7.09 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

7.10 Deviation from Grievance Procedure

After a grievance, has been initiated at Step II or Step III, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

7.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

7.12 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

7.13 Extensions to Time Limits

The parties agree that time lines may be extended by mutual agreement at any stage of the grievance procedure.

7.14 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

7.15 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within twenty (20) working days after the dates of the reply at Step III.

ARTICLE 8- ARBITRATION

The Arbitration Board shall consist of one (1) member who shall be selected through the mutual agreement of the parties.

- a) The Arbitration Board may determine appropriate procedures in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- b) The decision of the Arbitration Board shall be final and binding on both parties. The Arbitration Board shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.
- c) Each party to the arbitration shall pay its own expenses and costs of arbitration and one-half (1/2) of the compensation and expenses of the Arbitration Board.
- d) When a grievance proceeds to arbitration, the hearing shall be held within sixty (60) calendar days of the written notice from the Employer or the Union.

ARTICLE 9- DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Letter of Expectation

The Employer shall notify an employee in writing of any performance expressions of dissatisfaction concerning their work within ten (10) working days of the event of the concerns, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. These letters of expectation shall not be disciplinary in nature and shall not be used for the purposes of progressive discipline.

9.02 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the President of the Union, with a copy to the employee involved.

9.03 Discharge Procedure

When an employee is discharged, or suspended, the employee and the Union shall be advised within five (5) working days in writing by the Employer as to the reason for such discharge or suspension.

9.04 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 7, Grievance Procedure. Such a grievance shall commence at Step III.

9.05 Right to have Steward present

An employee shall 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 shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward has the right to consult with a CUPE National Servicing Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

9.06 Designation of Supervisor

Every employee shall be notified of their immediate designated supervisor.

9.07 Access to Personnel File

The Employer will only maintain one Personnel File.

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file with 48 hours' notice. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

9.08 Clearing the File

The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action provided that no instances of a similar nature have occurred in the twelve (12) month period.

ARTICLE 10 – SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining unit-wide basis.

10.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and July of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period.

Seniority, as set out on the posted seniority list, will be used for the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

10.03 Probationary Employees

Newly-hired employees shall be on probation for a period of three (3) calendar months for certified employees and six (6) calendar months for uncertified employees. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

10.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) They are discharged for just cause and is not reinstated.
- b) They resign and do not rescind within seventy-two (72) hours.

- c) They are absent from work in excess of four (4) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible
- d) They fail to return to work within five (5) working days following a layoff and after being notified by e-mail and phone (if possible) to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current contact information.
- e) They are laid off in excess of twelve (12) months.

ARTICLE 11- PROMOTIONS AND STAFF CHANGES

11.01 Postings

a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within five (5) working days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

A vacancy which occurs for more than six (6) weeks will be posted stating that the position is temporary and shall indicate the estimated duration. The temporary job shall not exceed six (6) months. Upon termination of a temporary job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event a part-time employee is the successful applicant, the employee shall retain their part-time status during the temporary full-time period. An employee filling a temporary vacancy of six (6) weeks or longer shall not bid on any other temporary posting until the end of their temporary position.

d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within five (5) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

11.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

11.03 No Outside Advertising

No outside advertising shall be made until present employees have had a full opportunity to apply as provided in Article 11 (Promotions and Staff Changes).

11.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

11.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Discipline of a serious nature on an employee's personnel file may be used to eliminate an employee from an appointment. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

11.06 Trial Period

The successful applicant shall have a trial period of five (5) working days. Conditional on satisfactory service, such trial promotion shall become permanent after five (5) working days. The trial period may be extended with agreement between the Employer and the Union. If the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and wages. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wages. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 11.05 (Methods of Making Appointments). If there are no successful applicants, then the position would be reposted.

11.07 Union Notification

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

11.08 Postings while on Vacation or Leave

When an employee will be on vacation, or a leave of absence, the employee may advise their manager, in writing no more than five (5) working days prior to beginning the vacation, to be considered for any job posting which might arise during their vacation. If such position arises, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

11.09 Job Descriptions

Within sixty (60) calendar days of the signing of the first Collective Agreement, the employer shall provide Job Descriptions to the Union for all classifications covered by this agreement.

11.10 Classifications

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Within five (5) working days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. The parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the duties of an existing classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) working days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate or substantial change.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 10 (Seniority); however, the Employer will retain sufficient employees in each classification in order to continue to provide appropriate child care for the participants of the program. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

12.02 Definition of Layoff

Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

12.03 Notice of Layoff

In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature of thirteen (13) weeks or more, the Employer will:

- a) Provide the Union with at least eight (8) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected employees with notice in accordance with the BC Employment Standards Act.
- c) Meet with the Union through the Union - Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this Collective Agreement.

12.04 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that employees who are able to meet the normal requirements of the job remain.
- b) An employee who is subject to layoff shall have the right to either:
 - i. Accept the layoff; or
 - ii. Displace an employee who has less bargaining unit seniority in a lower or identical paying classification; and who has scheduled hours less than or equal

to the employee being laid off; and if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.

- c) An employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within five (5) working days of the date of the notice of layoff issued by the Employer.
- d) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- e) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

12.05 Recall

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they has the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within five (5) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 13- HOURS OF WORK

13.01 Normal Hours of Work

Normal Early Childhood Educators working hours are between 7:30 am – 5:30 pm.

Normal Custodial working hours are outside of regular operational hours.

Regular paid working hours for all employees shall not exceed 37.5 hours per week.

Employees will not be required to work more than five (5) consecutive days without receiving two (2) consecutive days off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

All hours shall be distributed by seniority on a rotational basis, subject to operational requirements.

13.02 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least ten (10) working days in advance. The schedule will be posted or provided electronically and will not be changed without mutual agreement between the parties. The Union shall receive a copy of schedules on request.

13.03 Rest Period

All employees shall be permitted to rest periods as follows:

- 1) For each work period in excess of six hours - two 15-minute rest periods, one before and one after the meal period, provided the staff to child ratio can be maintained
- 2) For each work period of four hours, but not more than six hours - one 15-minute rest period provided the staff to child ratio can be maintained
- 3) All employees shall be entitled to a 30-minute unpaid meal break for each work period in excess of five hours

It is understood meal breaks and rest periods may be combined subject to operational requirements. If an employee is unable to take their paid rest period during their shift they will have the option to either bank the time to be taken off as lieu time at a mutually agreed period or to be paid for the rest period.

13.04 Reporting Pay

A casual employee who is called to work but is informed on arrival to the worksite they will not be required to work that shift, is entitled to two (2) hours of pay.

Where the casual employee began their duties, and is subsequently informed they will not be required to work the full shift, the employee is entitled to four (4) hours of work, except where work is not available due to conditions beyond the control of the Employer.

13.05 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved have shift differential, this premium shall be paid to the employee working the shift.

13.06 Seniority for Shift Preference

The Employer shall determine the shifts to be worked. The employee with the most seniority shall be given shift preference on a rotational basis.

ARTICLE 14- OVERTIME

14.01 Overtime Defined

All time worked outside the normal workday, the normal workweek, or on a holiday shall be considered as overtime.

14.02 Overtime Rates

Overtime rates shall be paid in accordance with the BC Employment Standards Act.

14.03 Distribution of Overtime

Overtime shall be divided equally as reasonably possible among the employees who are available and qualified to perform the work that is available.

14.04 Time Off In lieu of Overtime

Employees shall bank overtime by the minute of overtime worked. This overtime will be taken at the appropriate overtime rate as time off in lieu in fifteen (15) minute increments. Time off will be taken off at a time mutually agreed between the employee and the Employer.

ARTICLE 15- HOLIDAYS

15.01 Statutory Holidays

The Employer recognizes the following as paid holidays:

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

and all other such holidays as declared by the Province of British Columbia, or Government of Canada.

ARTICLE 16- VACATIONS

16.01 Length of Vacation

Employees shall receive annual vacation between January 1st to December 31st inclusive as follows:

Upon commencement of employment with the Employer each employee shall be entitled to two weeks of paid vacation per year. Vacations will be earned on each pay period and pro-rated if employment commences during the calendar year.

At the end of each full calendar year of service the employee's vacation shall increase by one (1) additional day of paid vacation per year to a maximum of twenty (20) paid days of vacation per calendar year.

An employee may be permitted:

- a) During the first six (6) months of employment, to use vacation leave up to the amount of earned credits.
- b) After the first six (6) months of employment, to use vacation leave in excess of earned credits, but only to the extent of credits that would be accumulated to the end of the calendar year concerned.

16.02 Vacation Pay on Termination

It is understood should an employee resign prior to the termination of their employment; the employee will repay any unearned vacation time that has been taken. The parties agree this clause will constitute the written agreement required of the employee for repayment.

16.03 Preference in Vacations

Conflicts in vacation scheduling will be settled by the department supervisor, with seniority in the department as the prime consideration.

16.04 Vacation Schedules

All vacation requests shall be made at least sixty (60) calendar days in advance. Shorter periods of notice shall be considered by the Employer. The Employer shall respond in writing no later than fifteen (15) calendar days after request has been submitted. Approval of requests shall not be unreasonably withheld.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

16.05 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

16.06 Illness During Vacation

Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer that the employee was hospitalized while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by hospitalization occurring immediately prior to the scheduled vacation.

16.07 Vacation Carry Forward

Employees will have the option to carry forward unused vacation days to the following calendar year to a maximum of five (5) days, or choose to have the days paid out on the last pay cheque of the year.

ARTICLE 17- SICK LEAVE PROVISIONS

17.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

17.02 Amount of Sick Leave

Sick leave shall be earned on the basis of one (1) day for every month of service. This sick leave allotment may be accrued to maximum of twelve (12) days, and carried forward year to year.

17.03 Proof of Illness

Following five (5) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be shared equally between the Employer and employee.

17.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off due to lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

17.05 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

17.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

ARTICLE 18- LEAVE OF ABSENCE

18.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such requests will be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any employment without permission of the Employer. Such leave is not to be unreasonably denied.

18.02 Leave for Union Business

Representatives of the Union shall not incur any loss of pay when required to leave their employment temporarily to carry on discussions with the Employer, or with respect to a grievance provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

18.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

18.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss of seniority.

18.05 Bereavement Leave

Employees shall receive up to a maximum of three (3) days paid leave per year on the death of a family member as defined by the Employment Standards Act. Additional unpaid leave may be requested.

18.06 Compassionate Leave or Family Leave

Leave without pay shall be granted up to a maximum of five (5) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

18.07 Pregnancy and Parental Leave

The Parties agree to follow the BC Employment Standards Act as it pertains to pregnancy and parental leave.

The Employee will continue to accrue service and seniority accrue during the term of the pregnancy or parental leave.

Employees may continue to pay their own benefits while on pregnancy and/or parental leave and have the option to pre-pay benefits.

Employees are responsible for the cost of benefits for leaves of greater than 20 consecutive days.

18.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court.

18.09 Educational Leave

The Employer recognizes the principle of employee development through educational opportunities and skills upgrading as it relates to opportunity for advancement within the Society.

Subject to operational needs, the Employer will release one employee at a time for the purpose of the employee participating in educational opportunities directly related to their employment.

ARTICLE 19 – EMPLOYEE WAGES

19.01 Pay Days

Wages will be paid on a semi-monthly basis.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the payroll statement.

19.02 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit they shall receive the rate for the position. If an employee is covering the principal duties of the manager, they shall be paid an additional ten percent (10%) of their wage. When an employee is temporarily assigned to a lower paying position than her own, their rate shall not be reduced.

19.03 Payment for In-Service Training

The Employer agrees to pay employees who are required by the Employer to attend in-service training sessions at their appropriate rate of pay as per the collective agreement.

ARTICLE 20- EMPLOYEE BENEFITS

The Employer will maintain a basic benefit package to cover Extended Health, Vision, Dental and Paramedicals for qualified employees.

20.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

20.02 Change of Carriers

It is understood that the carrier or level of benefits shall not be changed without meaningful consultation with the Union, provided the benefits remain comparable. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

ARTICLE 21- GENERAL CONDITIONS

21.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

21.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) calendar days of receiving written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally. All employees will have access to electronic copy of the Collective Agreement upon hire.

21.03 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as though however an individual or group of individuals chooses to self-identify was used where the context of the party or parties hereto so requires. This is to include all self-identification including but not limited to intersex, transgender and transsexual individuals.

21.04 Use of Childcare Facilities

It is recognized that should an employee choose to register their child into the Caledonia Early Care and Learning Centre that they will be given preference for the program and that they will pay the student rate if available.

ARTICLE 22- TERM OF AGREEMENT

22.01 Term of the agreement

The current agreement shall be in effect from January 1, 2019 to December 31, 2020.

Schedule A – Wage Scale

Job Title	2018	2019	2020
Early Childhood Educator - Lead	18.18	19.27	19.27
Early Childhood Education – Licensed (on completion of 3640 hours)		17.85*	17.85
Early Childhood Educator - Licensed	16.53	17.52	17.52
Early Childhood Educator – Licensed Casual	15.70	16.64	16.64
Early Childhood Educator – Assistant		16.43	16.43
Early Childhood Educator – Assistant License Casual	14.18	15.03	15.03
Responsible Adult – with 20 training certificate Casual	13.67	14.49	14.49
Custodian	13.42	14.22	14.22

*NOTE: This new band will recognize previous seniority on date of ratification and retroactively back to January 1, 2019

Diploma Premium: A premium of \$1.00 per hour for all employees who demonstrate completion of a recognized ECE Diploma Program.

LETTER OF AGREEMENT

BETWEEN: THE CALEDONIA EARLY CARE AND LEARNING CENTRE

AND: CUPE LOCAL 4951-01

RE: FOOD SAFE & FIRST AID

The parties agree to the following terms of employment for employees renewing Food Safe or First Aid courses.

1. The employer will pay the full costs of course fees or certification costs associated with renewal of Food Safe and First Aid.
2. Employees will take courses related to the renewal of Food Safe and First Aid on their own and will not be compensated for the time associated with the renewal by the employer.

LETTER OF AGREEMENT

BETWEEN: THE CALEDONIA EARLY CARE AND LEARNING CENTRE

AND: CUPE LOCAL 4951-01

RE: PROFESSIONAL DEVELOPMENT FUND

The Employer and the Union shall establish a jointly administered Professional Development Fund. Guidelines for the administration of the Professional Development Fund will be developed by the Employer and the Union prior to January 1, 2020.

Activities that relate to a private business, a retirement plan, or personal interest and hobbies are not eligible for Professional Development Funds.

The principles of this fund will incorporate the following:

- a) The Employers agrees to allocate the effective April 1, 2020 the amount equal to 0.5% of the total payroll for 2019.
- b) The Employer will follow the pattern of allocating the amount equal to 0.5% from the previous year each subsequent year.
- c) Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.