

COLLECTIVE AGREEMENT

between the

SHANNON DAY CARE SOCIETY

and the

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

Effective from April 1, 2018 to March 31, 2021

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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, marital status, gender identity or expression, union membership or whether they have children. Sexual harassment will be considered discrimination under this article.

1.2 Human Rights Code

The parties hereto subscribe to the *Human Rights Code* of BC.

1.3 Recognition

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

1.4 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.

1.5 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.

1.6 Picket Lines

All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Relations Code* of British Columbia. Any employee failing to report for duty for this reason will be considered to be absent without pay. Employees, in conjunction with parents, will endeavour to set up alternate care where possible, to ensure continuous care giving to the children.

Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement, nor will it be grounds for disciplinary action.

1.7 Union Shop

- (a) All employees at the date of signing of this agreement covered by the certification who are at the time members of the Union, will continue as members of the Union.
- (b) As a condition of employment, employees who are hired after the date of signing of this agreement will become union members within the completion of 30 days as an employee.
- (c) 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 Rights and Recognition and Check-off Authorization and Deductions.
- (d) New employees will be introduced to their steward.

1.8 Recognition of Shop Stewards

The Employer agrees to the operation of a shop steward system and the recognition of the steward elected by the Union. The Employer will not discriminate against such stewards for carrying out the duties proper to that position.

1.9 Meeting the Employer

When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee will have the right to be accompanied by a steward or another union representative.

1.10 Leave with Pay

The steward may investigate and process grievances, or discuss and negotiate with the Employer on behalf of the Union during regular working hours without loss of pay.

1.11 Acquainting New Employees

The Employer agrees that the shop steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of union membership.

1.12 Contacting at Work

Representatives of the Union will have the right to contact employees at work, without disruption to the normal operation of the centre, on matters respecting this agreement or its' administration.

1.13 Leave for Full-Time Union Office

The Employer will grant, on request, leave of absence without pay;

- (a) For employees selected for a full-time position with the Union for a period of one year;
- (b) For an employee elected to the position of President or Treasurer of the B.C. Government and Services Employees' Union;
- (c) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave will be renewed upon request.

1.14 Use of Terms

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

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

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 Check-off Authorization and Deductions

(a) All employees on their date of hire, as a condition of employment, will be required to sign an authorization for dues deduction and initiation fee. The Employer will deduct from the monthly salary of each employee monthly union dues and where applicable the initiation fee.

(b) A report of employees who cease employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of these employees will be provided to the Union on a quarterly basis.

3.3 Remittance of Dues

(a) The Employer will forward the dues deducted in the previous month before the fifteenth calendar day of each month.

(b) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv". File formats ".xls" or ".xlsx" file formats are also acceptable.

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	Nine 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		

(c) The Employer will submit union dues remittance by Electronic Funds Transfer (EFT). The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

- (d) Each EFT email will also include:
- (1) Employer name;
 - (2) Pay period type (e.g. monthly, semi-monthly, biweekly, etc.);
 - (3) Pay period number;
 - (4) Pay period end date;
 - (5) Pay period pay date.

3.4 Dues Receipt for Income Tax Purposes

The Employer agrees to include on the employee's T4 slip the amount of union dues (excluding initiation fee) 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.

3.5 Alteration of Dues and Special Deduction

Upon receipt of a statement signed by the President and the Secretary/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 Article 3.3.

3.6 Notification of Staff Changes

The Employer agrees to notify the Union in writing within five working days when an employee has been hired, promoted, laid off, transferred, recalled, resigns, is suspended or is terminated.

3.7 Correspondence

- (a) 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.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee covered by this agreement pertaining to the interpretation or application of any clause in this agreement as it applies to that employee will be forwarded to the Union.

3.8 Copies of the Agreement

The Union and the Employer jointly agree to provide all present and new employees with a copy of the agreement. The cost of reproducing this agreement will be shared by the Union and the Employer.

ARTICLE 4 - STAFFING

4.1 Definition of a Regular Employee

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

4.2 Definition of an Auxiliary Employee

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, educational leave, compassionate leave or other leave.

4.3 Notification for Regular Employees

At the time of hiring, each new regular employee will receive a letter indicating their starting date, starting salary, job classification, a copy of their job description, and a copy of this collective agreement. Copies of such letters will be forwarded to the Union.

4.4 Notification for Auxiliary Employees

Auxiliary employees will be informed in writing of the dates and terms of their employment for work periods in excess of two weeks.

4.5 Job Descriptions

The Employer and the Union agree to set up a joint committee to prepare and maintain job descriptions for all employees covered by this agreement. The Committee will be made up of equal representation of both the Employer and the staff from the centre. The Employer agrees to forward copies of job descriptions for all employee classifications to the business address of the Union.

4.6 Hiring

Notice of all open permanent positions will be posted at the place of employment. A copy of such notices will be forwarded to the Union by the shop steward. Appointment may be made on a temporary basis until a permanent selection can be made.

4.7 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. Second consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.

4.8 Probation

A new employee is considered to be on probation for three calendar months from the date of hire. In case of discharge, a probationary employee will be given two weeks' notice of discharge or two weeks' pay in lieu of notice; the Employer will supply an explanatory letter to the employee giving reasons for release. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees will also apply to probationary employees except payment of extended health, life insurance and dental benefits as cited in 10.2 and 10.3.

4.9 Promotions and Transfers

In making promotions and transfers, the skill, knowledge, efficiency, and seniority of the employee concerned will be the primary consideration. Equal weight will be given to each consideration.

4.10 Definition of Seniority and Seniority List

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, and access to preferred shifts, 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 accrue seniority when on leave of absence without pay for leave periods over 30 days duration. An employee will continue to accrue seniority if they are absent from work with pay or on WCB/ICBC or leaves under Article 9. An employee will lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Article 11.5, they voluntarily terminates their employment or abandons their position;
- (c) they are on layoff for more than two years;
- (d) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fails to return to work within 14 days.

ARTICLE 5 - LAYOFF AND RECALL

5.1 Reduction of Hours

- (a) Reduction in hours will be based on seniority, as per Article 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 be given two weeks' notice of the reduction.
- (c) Any regular employee offered a reduction of hours will have the right to choose layoff and be placed on the recall list.

5.2 Role of Seniority

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.

5.3 Notice

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 week's notice will be added for each subsequent completed year to a maximum of 12 weeks' notice or pay in lieu of notice.

5.4 Recall at Reduced Hours

Any regular employees on the recall list will have the right to decline a recall to work at reduced hours without loss of seniority.

5.5 Layoff and Recall Process

- (a) No layoff will occur without prior consultation with the Union.
- (b) Any employee affected by a layoff will receive written notification prior to layoff.
- (c) In the event an employee is laid off, the employee will remain on the recall list for a period of two years.

- (d) If the employee(s) is reinstated within the time period noted in (c) above, the employee will be recalled to their position.
- (e) Notice of recall will be made by telephone or, if unsuccessful, by Priority Post to the last address of the employee known to the Employer.
- (f) An employee notified of recall will be given 10 working days' notice to report to work.
- (g) It will be the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (h) 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.

ARTICLE 6 - WORKING CONDITIONS

6.1 Workweek and Workday

- (a) The regular working hours will not exceed 40 hours per week.
- (b) Subject to the exception cited in Article 6.1(c), the normal week will consist of five working days of eight hours each, from Monday to Friday inclusive.
- (c) The 40 hours per week required of an employee may, with the approval of the employee and the Employer, be worked in a period of less than five days.

6.2 Relief and Meal Periods

- (a) The 40 hours per week required of an employee will include two 15 minute relief breaks and a 30 minute lunch break each day.
- (b) Meal periods will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be not less than 30 minutes and not more than 60 minutes.
- (c) An employee will be entitled to take their meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period will be considered as time worked at straight-time including the accrual of all benefits of the collective agreement.
- (d) No more than one employee will leave the centre at one time during their lunch break.

6.3 Staff Meetings

The Employer agrees to allow weekly staff meetings during regular working hours. The weekly one hour staff meeting will be included in the 40 hours of work per week and will be held without disruption to the normal operation of the centre.

6.4 Parent Meetings

The Employer agrees that any staff person required to attend the monthly parent meeting will be compensated at straight-time either in salary or in compensating time off.

6.5 Administrative Time

The Employer agrees that eight hours per week will be made available to the senior infant/toddler educator or their designate for the purpose of doing administrative work in the centre. Such administrative time will be included in the 40 hours of work per week. The Employer further agrees that

the employee performing such administrative duties will not be included as part of the child/staff ratio and that a substitute employee will be hired to replace them during this administrative time.

6.6 Safety

The Employer agrees to provide and maintain proper first aid and 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.

6.7 Licensing Standards

The Employer agrees to ensure that *Provincial Child Care Licensing Act* Regulation Standards are met.

ARTICLE 7 - VACATIONS

7.1 Calendar Year

For the purpose of this agreement the calendar year will mean the 12 month period from January 1st to December 31st, inclusive.

7.2 Vacation for the First Incomplete Year

Each regular full-time employee will receive during the first incomplete year of service one and two-thirds ($1\frac{2}{3}$) working days' vacation for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

7.3 Vacation Entitlement

Regular full-time employees will be entitled to the following vacation credit with pay:

Calendar Year	Number of Working Days with Pay
Second, third and fourth	20 days
Fifth	27 days
Sixth	28 days
Seventh	29 days
Eighth	30 days
Ninth	31 days
Tenth	32 days
Eleventh	33 days
Twelfth	34 days
Thirteenth	35 days
Fourteenth	36 days
Fifteenth and thereafter	37 days
Sixteenth	38 days
Seventeenth	39 days
Eighteenth and thereafter	40 days

Auxiliary employees will be paid 6% of earnings on each paycheque in lieu of vacation entitlement.

7.4 Accumulation or Carryover of Vacation

- (a) Up to one-quarter ($\frac{1}{4}$) of the vacation entitlement may be deferred until the next year with written approval.
- (b) A single vacation period, which overlaps the end of a vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (c) An employee will not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

7.5 Vacation Scheduling

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

7.6 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year will be calculated in accordance with Article 7.3.

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 paycheque.

7.7 Part-Time Employees

Part-time employees will be entitled to vacation time prorated to full-time hours.

7.8 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.

ARTICLE 8 - DESIGNATED HOLIDAYS

8.1 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 government for the locality in which the employee is working will also be a paid holiday.

8.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on the scheduled day off of an employee, they will be granted an equivalent time off without loss of pay.

8.3 Designated Holiday Coinciding with an 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 9 - LEAVES

9.1 Definition of Sick Leave

- (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.
- (c) An employee may use earned sick leave in the event of illness of a dependant child.

9.2 Sick Leave Entitlement

A permanent full-time employee will earn paid sick leave at the rate of one day per month. Part-time employees will be entitled to sick leave credits on a pro rata basis. Sick leave will accumulate to a total of 15 working days.

Note: Employees who currently have more than 15 days credited to their sick leave bank will not earn sick leave until such time as their sick leave bank falls below 15 days.

9.3 Sick Leave Credit

All employees will be able to draw on a block of nine 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 pay.

9.4 Medical Confirmation of Sick Leave

After sick leave of more than three days, the Employer may request medical confirmation. Any costs incurred in obtaining such confirmation will be borne by the Employer.

9.5 Maternity/Parental Leave

- (a) The initial period of maternity/parental leave will be in accordance with the Maternity/Parental Provisions of the *Employment Standards Act*. Upon return to work, the employee will be reinstated in their former position.
- (b) Upon request, the employee will be granted leave of absence without pay for a further period of up to two years. If they return to work within this two year period, they will be reinstated in their former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence.

(c) 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 a period of time covered by the Maternity/Parental Provisions of the *Employment Standards Act*.

(d) The employee will maintain seniority and accumulate vacation entitlements for the period of paid maternity/parental leave.

9.6 Paternity Leave

There will be a paternity leave consisting of two weeks with pay. Upon request, the employee will be granted a leave of absence without pay for a period of up to six months.

9.7 Adoption Leave

An employee adopting a child who does not use leave under Article 9.5 will be granted a leave with pay for two weeks, with the option of a further leave of absence without pay for a period of up to six months.

9.8 Bereavement Leave

(a) In the case of a death in the immediate family an employee will be entitled to special leave at their regular rate of pay. Such leave will not exceed five working days. Immediate family includes: employee's child, stepchild, parent (or alternatively stepparent or foster parent), spouse, common-law spouse, sibling, parent-in-law, grandparent, grandchild and any other relative permanently residing with the employee or with whom the employee resides. The definition of spouse includes same-sex relationships.

(b) Two days will be made available in the event of a death of other relatives or a friend.

9.9 Special Leave With Pay

(a) Special leave with pay may be granted to the employee in the event of illness in the immediate family of the employee or for other extenuating circumstances upon written application to and approval from the Board. A time limit is to be set in each case.

(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) Special leave of five days will be granted for the marriage of an employee.

(e) Special leave of one day will be granted for a serious household or domestic emergency.

(f) Special leave of one day will be granted for employees to attend their formal hearing to become a Canadian citizen.

9.10 Special Leave of Absence Without Pay

Special leave without pay may be granted by the Employer to an employee for a valid reason, including selection as a delegate or representative of the Union upon written application to and approval from the Board. Time limit to be set in each case. Such absence on approved special leave without pay will not jeopardize any of the employee's benefits acquired with normal service. Such leave will not be unreasonably denied.

9.11 Educational Leave

- (a) Upon written request to the Employer, employees will be granted up to five days educational leave with pay per annum to observe other day care centres or preschool programs, or to attend conferences, seminars, workshops, or training sessions which will be of benefit to their professional development. No more than one employee from each centre will be absent on such leave at the same time.
- (b) The Employer agrees to cover the cost of all courses taken by an employee, which, in the opinion of the Employer and the employee, will contribute to their professional development. Reimbursement will be contingent upon successful completion of the course.
- (c) 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.
- (d) If an employee attends a seminar, workshop, training sessions, or a conference 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 outlined in 9.11(a) and all other conditions in 9.11(a) will also apply.

9.12 Leave of Absence for Union Activities

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

- (a) For employees who are elected or appointed representatives of the Union, to attend to union business which requires them to leave their place of employment.
- (b) For employees who are representatives of the Union Bargaining Committee, to discuss or negotiate directly with employer representatives, or to attend meetings of the Bargaining Committee.

The Employer agrees that such leave will not be unreasonably denied. The Union agrees that no more than one employee will be absent at any one time for the purpose of attending to union business.

9.13 Christmas Week Leave

All regular employees will be granted leave with pay during the time between Christmas and New Year's.

9.14 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.

ARTICLE 10 - HEALTH AND WELFARE

10.1 Basic Medical Insurance

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

10.2 Extended Health and Life Insurance

The Employer agrees to pay 100% of the monthly premiums, at a dependant rate if required, for all regular full-time employees, and remit same premiums to the Union.

The life insurance coverage will be \$100,000.

10.3 Dental Services Plan

The Employer agrees to pay 100% of the monthly premiums, at a dependant rate if required, for all regular full-time employees entitled to coverage under the dental plan, and remit same premiums to the Union.

10.4 Workers' Compensation

The Employer agrees to apply for and maintain 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.

10.5 Remittance of Premiums

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

10.6 Extended Health Insurance Upon Retirement

Upon retirement, employees will be given the opportunity to purchase extended health insurance at their own expense. Coverage levels will be identical to bargaining unit members.

ARTICLE 11 - DISCHARGE AND RESIGNATION

11.1 Personnel Files

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

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.

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.

11.2 Dismissal for Just Cause

An employee may be dismissed or suspended for just cause. All dismissals and suspensions will be subject to grievance and arbitration procedures, and the burden of proof will be on the Employer.

11.3 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. Copies of such warnings will be sent to the shop steward.

11.4 Notice of Dismissal

In case of dismissal, the employee will be given one month's notice or one month's pay in lieu of notice, except for probationary and auxiliary employees who will be given two weeks' notice or pay in lieu of notice.

11.5 Reinstatement for Unjust Cause

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in their former position, or one of equal salary range, without loss of seniority, and will be compensated by the Employer for all time lost retroactive to the date of discharge.

11.6 Resignation

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

11.7 Benefits

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

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Grievance Procedure

Any difference concerning the interpretation, application or operation of this agreement, or any alleged violation thereof, including any question as to whether any matter is arbitrable, will be dealt with in the following manner.

12.2 Step 1

The employee must first have discussed any disputed matter within 30 days of the occurrence of the disputed matter with:

- (a) firstly, the supervisor, or their responsible official or the other staff if the centre works on a co-supervisory system;
- (b) secondly, the Executive Committee of the centre, or the Employer's delegated representative.

12.3 Step 2

If the grievance is not settled as prescribed in Article 12.2 within 10 working days, an employee may advance a grievance at this level by:

- (a) recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article(s) of the agreement violated or alleged to have been violated and the remedy or correction required; and
- (c) transmitting the grievance, through the union steward, to the representative of the Employer designated to handle grievances at this stage, and who will provide the employee with a receipt stating the date on which the grievance was received.

12.4 Time Limits 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 calendar days of receiving the grievance at Step 2.

12.5 Step 3

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

- (a) within 14 calendar 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 calendar days after the Employer's reply was due.

12.6 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 calendar days of receipt of the grievance at Step 3.

12.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 13, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

12.8 Technical Objections to Grievances

It is the intent of both parties of the agreement that no grievance will be defeated merely because of a technical error, other than time limit violations, in processing the grievance through the grievance procedure.

12.9 Violation of Time Limits

If there is a violation of the time limits and the onus for delay is upon the Union, the grievance will be deemed to be abandoned and all rights of recourse to the grievance will be at an end. If the onus for delay is on the Employer, then the grievance will be deemed to have succeeded, and all appropriate steps to remedy the matter will be taken forthwith by the Employer.

12.10 Retroactive Settlements

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of occurrence of the situation which gave rise to the grievance, or to the date set by the single party arbitrator.

12.11 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 or a reply 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 certified mail or facsimile.

12.12 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, 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.

12.13 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.

12.14 Policy Grievance

Where either party to this agreement 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 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 13 of this agreement.

12.15 Technical Objections to Grievances

It is the intent of both parties to 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 13 - ARBITRATION

13.1 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 a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 12, 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.

13.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, an arbitrator will be selected from the agreed upon list outlined in Appendix 2.

13.3 Procedure

The Arbitrator may determine his 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 his first meeting.

13.4 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.

13.5 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.

13.6 Expenses of Arbitrator

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

13.7 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.

13.8 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.

13.9 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 will mutually agree upon single arbitrators who will be appointed 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 (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 13.3.
- (h) The parties will equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES**14.1 Vacation Paycheques**

Employees may, upon giving 15 calendar days prior notice, receive on the last working day preceding commencement of their vacation any cheques which would normally fall due during the period of their vacation.

14.2 Choice of Time Off or Pay for Overtime

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.

14.3 Pay for Overtime Worked

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 6.1, or who are requested to work on their scheduled day of rest, will be paid:

- (a) time and one-half (1½x) for the first two hours of overtime on a regularly scheduled workday;
- (b) double-time (2x) for hours worked in excess of the two hours referred to in (a) above; and
- (c) double-time (2x) for all hours worked on a scheduled day of rest.

The compensation for overtime in (a) and (b) is to be on a daily basis and not cumulative.

14.4 Compensating Time Off for Overtime

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 employee and Employer.

14.5 Overtime Worked on a Designated Holiday

An employee who works on a designated holiday will have to be compensated at the rate of double-time (2x) for hours worked, plus one day in lieu of the holiday.

14.6 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.

14.7 Use of Employee Vehicle

Employees using their own car for employer's business will receive fifty-four cents (54¢) per kilometre. Each employee using their own car for employer's business will be required to produce normal liability insurance. The Employer will be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive their automobile for the Employer's business.

14.8 Acting Senior Rate of Pay

When an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this agreement which is senior to the position they normally hold, they will be paid at the senior rate after one full shift.

14.9 Long-Term Auxiliary Employees

- (a) Auxiliary employees working for more than 22 continuous days will receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Article 10.1, 10.2, and 10.3.
- (b) Auxiliary employees placed in a continuous work assignment that is known to be, or reasonably expected to be, for a period of 12 consecutive months or more will be entitled to Health and Welfare benefits pursuant to Article 10 upon completion of applicable waiting periods.
- (c) Long-term auxiliary employees will receive the rate of pay applicable to the classification for which they are filling in.

14.10 Payment of Wages

- (a) Employees will be paid in accordance with the rates set out in Appendix 1 - Salary Scale.
- (b) All employees will be paid bimonthly on the last working day prior to the fifteenth and last day of the month, prior to the end of the earliest shift.
- (c) The Employer agrees to provide the employee with a written statement of wages and the amount and purpose of each deduction at each pay period.

14.11 Criminal Record Checks

The Employer will pay the cost, if any, of a criminal record check, as required by the Community Care Facilities Branch, for any regular employee. 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 Code* 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.

14.12

Long-term regular employees with 20 and 30 years' service will be entitled to a long service bonus as per Appendix 3.

ARTICLE 15 - HARASSMENT**15.1 Preamble**

The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The procedure for dealing with complaints of harassment will be the procedure contained in this article.

15.2 Definition of Harassment

- (a) Harassment means verbal or physical behaviour which one would reasonably find to be unwanted or unwelcome by any individual or persons in general, to whom such behaviour is presented, giving consideration to all surrounding circumstances. Such behaviour could include but is not limited to:
 - behaviour that is discriminatory in nature;
 - threats or intimidations;

- words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- distribution or display of offensive pictures or materials;
- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- unwanted sexual invitations.

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

(c) Both males and females can be harassed by members of either sex.

(d) Harassment does not include actions occasioned through exercising in good faith, the Employer's managerial/supervisory rights and responsibilities.

15.3 Complaint Procedure

(a) The employee will file a complaint with the representative of the Employer designated to handle such complaints. The complaint must be submitted in writing within six months of the latest alleged occurrence.

(b) Upon receipt of the complaint, the Employer will notify the appropriate staff representative in writing.

(c) Investigation of the complaint by the Employer or designated representative must be concluded within seven days of receiving the written complaint. The Employer may request an extension for the investigation period from the staff representative. The extension will not, in any event, be longer than 14 days from the date of the written complaint.

(d) The complainant and the respondent (if the respondent is an employee) will have the option to have a steward present, as an observer, at any meeting(s) in which the complainant or the respondent is present.

(e) The Employer designate, who has investigated the incident will complete a written report within three working days of completion of the investigation. A copy of the report will be provided to the union staff representative.

(f) The staff representative, the complainant, and the respondent will be apprised of the recommendations and/or actions to be taken.

(g) Where the complainant is not satisfied with the recommendations and/or actions to be taken they may grieve the matter commencing at Step 2 of the Grievance Procedure.

(h) Where a complaint is determined to be frivolous or vindictive in nature, the Employer will take appropriate action, which may include discipline.

15.4 Confidentiality

All persons involved in the handling of a complaint under these procedures will hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) will be made aware of all or part of the proceedings on a "need to know" basis.

ARTICLE 16 - REGISTERED RETIREMENT SAVINGS PLAN

- (a) All regular full-time employees upon successful completion of the probationary period will enrol in the plan.
- (b) Employee contributions to the Plan through payroll deductions will be on one of the following basis:
- (1) 3% of regular earnings; or
 - (2) 4% of regular earnings; or
 - (3) 5% of regular earnings; or
 - (4) 6% of regular earnings.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1st of each year by providing at least 30 days written notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) Employers who currently have a Group RRSP that is superior to the plan described above will maintain their current Group RRSP.
- (g) In the event that an employer currently participates in a Pension Plan (or is required to participate in the future), the Group RRSP will not be implemented (or will be terminated) for employees of that employer.
- (h) Employers will ensure that all new employees are informed of the options available to them under this article.
- (i) If an employer does not currently participate in a Pension Plan (e.g. the Municipal Superannuation Plan) the participation in a Group RRSP for regular full-time employees will be mandatory. No regular full-time employees will be allowed to join both a Pension plan and a Group RRSP.

ARTICLE 17 - TERM OF AGREEMENT**17.1 Duration**

This agreement will be binding and remain in effect to midnight March 31, 2021.

17.2 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 December 1, 2020 but in any event not later than midnight December 31, 2020.
- (b) Where no notice is given by either party prior to January 1, 2021 both parties will be deemed to have been given notice under this section on January 1, 2021.
- (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.

17.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 17.2 of this article, the parties will within 14 days after the notice was given, commence collective bargaining.

17.4 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.

17.5 Agreement to Continue in Force

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

During the term of this agreement, the Union agrees that there will be no strike, and the Employer agrees that there will be no lockout.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Tamara Shepheard
Chairperson, Board of Directors

Xian Yan Yuki Cai
Bargaining Committee Member

Oliver Rohlf
Staff Representative

Dated this _____ day of _____, 20 _____.

**APPENDIX 1
Salary Scale**

Classification	Step	Current	Effective April 1, 2018* (4% increase)	Effective April 1, 2019 (3% increase)	Effective April 1, 2020 (2% increase)
		Hourly	Hourly	Hourly	Hourly
Senior Infant/ Toddler/Educator	1	25.30	26.31	27.10	27.64
	2	25.80	26.83	27.64	28.19
	3	26.29	27.34	28.16	28.73
	4	26.67	27.74	28.57	29.14
	5	27.03	28.11	28.95	29.53
	6	27.66	28.77	29.63	30.22
Assistant Senior Infant/Toddler Educator	1	23.05	23.97	24.69	25.18
	2	23.42	24.36	25.09	25.59
	3	23.91	24.87	25.61	26.12
	4	24.36	25.33	26.09	26.62
	5	24.74	25.73	26.50	27.03
	6	25.12	26.12	26.91	27.45
Infant Toddler Educator	1	20.78	21.61	22.26	22.70
	2	21.14	21.99	22.65	23.10
	3	21.55	22.41	23.08	23.55
	4	21.95	22.83	23.51	23.98
	5	22.37	23.26	23.96	24.44
	6	22.69	23.60	24.31	24.79
Early Childhood Educator	1	17.69	18.40	18.95	19.33
	2	18.02	18.74	19.30	19.69
	3	18.35	19.08	19.66	20.05
	4	18.68	19.43	20.01	20.41
	5	19.04	19.80	20.40	20.80
	6	19.43	20.21	20.81	21.23
Early Childhood Assistant	1	16.80	17.47	18.00	18.36
	2	17.11	17.79	18.33	18.69
Auxiliary (Short-Term)	1	15.63	16.26	16.74	17.08
	Long-term auxiliary employees will receive the rate of pay applicable to the classification for which they are filling in. Monthly rate = (hourly rate x 40 hours/week x 52 weeks)/12 *Effective retroactive April 1, 2018.				

STEP SCALE

1. Reflects years of service with the Shannon Day Care Society.
2. Employees will move to the next step of their classification upon their anniversary date of hire.

3. Employees who are reclassified to a senior position, either by promotion or achievement of required qualifications, will be placed at Step 1 of that senior classification and their new anniversary date will be the date of reclassification.

DEFINITIONS OF EMPLOYEE CLASSIFICATIONS

Senior Infant/Toddler Educator - A qualified and experienced employee who has completed both Infant/Toddler and Early Childhood Education Certificate Programs and who is responsible for overseeing the program and the operation of the day care centre.

Assistant Senior Infant/Toddler Educator - A qualified and experienced employee who has completed both Infant/Toddler and Early Childhood Education Certificate Programs and who assists the Senior Infant/Toddler Educator in overseeing the program and operating the day care centre. In the absence of the Senior Infant/Toddler Educator, the Assistant Senior Infant/Toddler Educator will be responsible for all of their duties and responsibilities.

Infant/Toddler Educator - An employee who has completed both Infant/Toddler and Early Childhood Education Certificate Program (and the 500 hour requirement) and who may be in the process of taking an Infant/Toddler Certificate Program.

Early Childhood Assistant - An employee who is in the process of taking a recognized Early Childhood Certificate Program and/or completing the 500 hour requirement.

Auxiliary (Long-term) - An employee as defined in Articles 4.2 and 14.10.

Auxiliary (Short-term) - An employee as defined in Article 4.2 working for less than 22 continuous days.

APPENDIX 2 Arbitrators

Approved list of single arbitrators:

Judi Korbin
Vince Ready
Joan Gordon

APPENDIX 3 20 and 30 Year Service Bonus

In recognition of the significant ongoing contributions made by long service employees, the parties agree to implement the following upon ratification of the agreement:

- Upon 20 years employment, existing employees will be entitled to a one-time long service bonus of \$5,000.
- Upon 30 years employment, existing employees will be entitled to a one-time long service bonus of \$5,000.

Signing Bonus

Upon ratification, all employees not on leave will receive a signing bonus of \$500.

Employees on leave will be eligible for any retroactive funds and the signing bonus following their return to active duties for 30 days.

MEMORANDUM OF UNDERSTANDING 1

Wage Reopener

The parties agree to negotiate additional wage increases should funding for wage increases be provided by the provincial government and/or federal government for Early Childhood Educator wages. Additional wage increases will only be negotiated should the funding allow for additional wage increases over and above the annual general wage increases contained in the Appendix A re: Salary Scale.