

**COLLECTIVE AGREEMENT**

**between the**

**GRANDVIEW TERRACE CHILDCARE CENTRE SOCIETY  
MOUNT PLEASANT CHILD CARE SOCIETY  
LORD NELSON CHILDCARE SOCIETY  
EAGLES IN THE SKY ASSOCIATION**

**represented by**

**BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY**

**and the**

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

**Effective from January 1, 2017 to December 31, 2021**

**TABLE OF CONTENTS**

**DEFINITIONS.....1**

**ARTICLE 1 - PREAMBLE .....1**

1.1 Purpose of Agreement..... 1

1.2 Human Rights Code ..... 1

1.3 Respectful Workplace..... 2

1.4 Non-Related Duties..... 2

1.5 Use of Terms ..... 2

1.6 Recognition of Individual Societies/Employers ..... 2

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....2**

2.1 Bargaining Agent Recognition ..... 2

2.2 No Other Agreement ..... 2

2.3 No Discrimination for Union Activity ..... 2

2.4 Correspondence..... 2

**ARTICLE 3 - EMPLOYER RIGHTS .....3**

3.1 General Rights..... 3

**ARTICLE 4 - UNION DUES AND INFORMATION .....3**

4.1 Dues and Assessments ..... 3

4.2 Information and Dues Remitted to the Union..... 3

4.3 New Employees ..... 3

4.4 Technical Information..... 3

**ARTICLE 5 - UNION RECOGNITION AND RIGHTS .....3**

5.1 Maintenance of Union Membership..... 3

5.2 Access for Union Representatives..... 4

5.3 Stewards and Leave for Stewards' Duties..... 4

5.4 Union Insignia ..... 4

5.5 Bulletin Board ..... 4

5.6 Union Bargaining Committee ..... 5

5.7 Labour/Management Committee ..... 5

**ARTICLE 6 - TIME OFF FOR UNION BUSINESS.....5**

6.1 Leave ..... 5

6.2 Leave for Union Office ..... 6

**ARTICLE 7 - STRIKES AND LOCKOUTS .....6**

7.1 Picket Lines..... 6

**ARTICLE 8 - GRIEVANCE PROCEDURE .....6**

8.1 Grievance Procedure ..... 6

8.2 Step 1..... 7

8.3 Time Limits to Present Initial Grievance ..... 7

8.4 Step 2..... 7

8.5 Time Limit to Reply to Step 2 ..... 7

8.6 Step 3..... 7

8.7 Time Limit to Reply at Step 3..... 8

8.8 Failure to Act..... 8

8.9 Time Limit to Submit to Arbitration ..... 8

8.10 Amending of Time Limits..... 8

8.11	Dismissal or Suspension Grievance .....	8
8.12	Deviation from Grievance Procedure .....	8
8.13	Policy Grievance.....	8
8.14	Technical Objections to Grievances .....	9
<b>ARTICLE 9 - ARBITRATION PROCEDURE.....</b>		<b>9</b>
9.1	Notification .....	9
9.2	Appointment of the Arbitrator.....	9
9.3	Procedure.....	9
9.4	Decision of Arbitrator .....	9
9.5	Disagreement on Decision.....	9
9.6	Expenses of Arbitrator .....	9
9.7	Amending Time Limits .....	9
9.8	Witness.....	10
9.9	Expedited Arbitration .....	10
<b>ARTICLE 10 - PROBATION PERIOD, DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>10</b>
10.1	Procedure.....	10
10.2	Dismissal and Suspension.....	11
10.3	Burden of Proof.....	11
10.4	Right to Grieve Other Disciplinary Action .....	11
10.5	Evaluation Reports.....	11
10.6	Personnel File.....	11
10.7	Right to Have Union Representative Present .....	12
10.8	Abandonment of Position .....	12
10.9	Probation for Newly Hired Employees.....	12
10.10	Employee Investigations.....	12
<b>ARTICLE 11 - HIRING .....</b>		<b>13</b>
11.1	Job Posting .....	13
11.2	Priority in Selections .....	13
11.3	Notification .....	13
<b>ARTICLE 12 - SENIORITY .....</b>		<b>13</b>
12.1	Definition.....	13
12.2	Portability of Seniority.....	13
12.3	Defined .....	14
12.4	Loss of Seniority.....	14
<b>ARTICLE 13 - LAYOFF AND RECALL.....</b>		<b>14</b>
13.1	Layoff Notification .....	14
13.2	Pre-Layoff Canvass.....	15
13.3	Recall List.....	15
13.4	Notice of Recall .....	15
13.5	Salary upon Recall.....	15
13.6	Reduction in Hours .....	15
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>16</b>
14.1	Full-Time Employees.....	16
14.2	Part-Time Employees.....	16
14.3	Temporary Employees.....	16
14.4	Meal Period.....	16
14.5	Relief Period .....	16

14.6	Shift Schedules .....	16
14.7	Additional Hours for Qualified Part-Time Employees .....	16
14.8	Split Shifts.....	17
14.9	Minimum Hours.....	17
14.10	Staff Meetings.....	17
14.11	Extended Hours Shifts.....	17
14.12	Senior Supervisor Callout Hours.....	18
<b>ARTICLE 15 - CLASSIFICATIONS .....</b>		<b>18</b>
15.1	Classifications and Specifications .....	18
15.2	New Classifications .....	18
15.3	Job Descriptions.....	18
<b>ARTICLE 16 - OVERTIME.....</b>		<b>18</b>
16.1	Definition.....	18
16.2	Authorization and Application of Overtime.....	18
16.3	Overtime Compensation .....	19
16.4	Overtime on a Day of Rest.....	19
16.5	Overtime on Designated Holidays.....	19
16.6	Callback .....	19
16.7	Voluntary Overtime .....	19
16.8	Time Off in Lieu of Overtime .....	19
16.9	Part-Time Employees.....	19
<b>ARTICLE 17 - VACATION ENTITLEMENT AND PAY .....</b>		<b>19</b>
17.1	Definitions .....	19
17.2	Vacation Entitlement – Regular Employees.....	20
17.3	Accumulation of Vacation .....	20
17.4	Vacation Scheduling.....	20
17.5	Absence from Work.....	21
17.6	Designated Holiday Coinciding with Vacation .....	21
17.7	Paid Leave during Vacation .....	21
17.8	Termination.....	21
17.9	Vacation Credits Upon Death .....	22
<b>ARTICLE 18 - DESIGNATED HOLIDAYS.....</b>		<b>22</b>
18.1	Designated Holidays .....	22
18.2	Other Holidays .....	22
18.3	Eligibility .....	22
18.4	Designated Holidays Coinciding with Scheduled Days Off.....	22
18.5	Compensation for Work on Designated Holidays .....	22
18.6	Other Religious Observances .....	22
<b>ARTICLE 19 - EMPLOYEE BENEFITS .....</b>		<b>23</b>
19.1	Eligibility and Waiting Period.....	23
19.2	Dental Plan .....	23
19.3	Extended Health Benefits .....	23
19.4	Life Insurance and ADD .....	23
19.5	Medical Services Plan .....	23
<b>ARTICLE 20 - SICK LEAVE .....</b>		<b>23</b>
20.1	Paid Sick Leave Entitlement.....	23
20.2	Entitlement at Commencement of this Agreement.....	23

20.3	Procedure.....	23
20.4	Parent Leave .....	24
20.5	Records.....	24
20.6	Reduction of Other Benefits.....	24
<b>ARTICLE 21 - LEAVES OF ABSENCE.....</b>		<b>24</b>
21.1	Requests for Leave.....	24
21.2	Bereavement Leave .....	25
21.3	Court Leave .....	25
21.4	Special Leave .....	25
21.5	Elections .....	26
21.6	Professional Development .....	26
21.7	Professional Development Day .....	26
<b>ARTICLE 22 - MATERNITY/PARENTAL LEAVE .....</b>		<b>27</b>
22.1	Maternity Leave .....	27
22.2	Parental Leave for Birth and Adopting Parents .....	27
22.3	Aggregate Leave.....	28
22.4	Return from Leave .....	28
22.5	Benefit Plan .....	28
22.6	Sick Leave .....	28
22.7	Vacation .....	28
22.8	Extended Childcare Leave .....	28
22.9	Seniority Rights on Reinstatement.....	29
<b>ARTICLE 23 - GENERAL CONDITIONS .....</b>		<b>29</b>
23.1	Use of Employee Car.....	29
23.2	Protective Clothing .....	29
23.3	First Aid Kit .....	29
23.4	Working and Health Conditions .....	29
23.5	Staff Room.....	29
23.6	Statutory Regulation.....	29
23.7	Contracting Out.....	30
23.8	Supply and Maintenance of Equipment .....	30
23.9	Indemnity.....	30
<b>ARTICLE 24 - HARASSMENT .....</b>		<b>30</b>
24.1	Harassment in the Workplace .....	30
24.2	Personal Harassment Definition.....	30
24.3	Sexual Harassment Definition .....	30
24.4	Harassment Complaints .....	31
24.5	Harassment Complaints Procedure .....	31
24.6	Confidentiality.....	32
<b>ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>32</b>
25.1	Rates of Pay.....	32
25.2	Paydays.....	32
25.3	Substitution Pay .....	32
25.4	Class 4 Drivers' Licence .....	32
<b>ARTICLE 26 - HEALTH AND SAFETY .....</b>		<b>32</b>
26.1	Conditions .....	32
26.2	Working Environment.....	32

26.3	Safety Committee .....	32
26.4	Unsafe Work Conditions.....	33
26.5	Injury Pay Provision .....	33
26.6	Transportation of Accident Victims.....	33
26.7	Employee Check-in .....	33
26.8	First Aid Requirements .....	33
26.9	Communicable Diseases .....	33
26.10	Workplace Aggression .....	33
<b>ARTICLE 27 - CASUAL EMPLOYEES.....</b>		<b>34</b>
27.1	Casual Employee Vacation and Paid Holidays .....	34
<b>ARTICLE 28 - TERM OF AGREEMENT.....</b>		<b>34</b>
28.1	Duration .....	34
28.2	Notice to Bargain .....	35
<b>APPENDIX A - Salary Scale .....</b>		<b>37</b>
<b>APPENDIX B - Arbitrators.....</b>		<b>38</b>
<b>APPENDIX C - Britannia Child Care Hub Benefit Summary .....</b>		<b>39</b>
<b>MEMORANDUM OF UNDERSTANDING 1 - Re: Job Sharing.....</b>		<b>40</b>
<b>MEMORANDUM OF UNDERSTANDING 2 - Re: Mount Pleasant Child Care Society .....</b>		<b>41</b>
<b>MEMORANDUM OF UNDERSTANDING 3 - Re: Wage Reopener .....</b>		<b>42</b>

## DEFINITIONS

For the purpose of this agreement:

- (a) "*bargaining unit*" - means the unit for collective bargaining described in the certification issued by the Labour Relations Board.
- (b) "*employee*" - means a person employed by the Employer who is a member of the bargaining unit.
  - (1) "*full-time employee*" - means a regular employee who normally works the workweek as outlined in Clause 14.1.
  - (2) "*part-time employee*" - means a regular employee who normally works the workweek described in Clause 14.2. Part-time employees shall be entitled to all benefits of the collective agreement on a prorated basis with the exception of health and welfare benefits pursuant to Article 19 which shall not be prorated.
  - (3) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis.
  - (4) "*temporary employee*" - means an employee hired to perform the work normally done by a full-time or part-time employee when the full-time or part-time employee is on a leave of absence that is known to be, or reasonably expected to be, for a period greater than four months.
- (c) "*Board of Directors*" - means the governing body as defined by the Childcare Centre's constitution.
- (d) "*Childcare Centre*" - means the Childcare Centres, as listed here:
  - Grandview Terrace Childcare Centre Society
  - Mount Pleasant Child Care Society
  - Lord Nelson Childcare Society
  - Eagles in the Sky Association
- (e) "*split shift*" - means a shift where two periods of work separated by a non-working period is worked on any one day. The two periods of work combined for regular hours of work will not exceed seven hours. The maximum range of hours over which the split shift is worked shall not exceed ten and one-half hours.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Human Rights Code

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

### 1.3 Respectful Workplace

- (a) The Employer and the Union agree that all employees have the right to work in an environment free from harassment. The parties agree to maintain such an environment.
- (b) To this end, the Employer will publish a clear policy for promoting and maintaining a working environment in which all persons are treated with respect and dignity.

### 1.4 Non-Related Duties

Employees shall not be required to perform duties which are not related to the Employer's business. If the employee is required to perform a duty that the employee feels is unrelated to the Employer's business, the employee will be entitled to grieve, consistent with the provisions of Article 8 - Grievance Procedure.

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

### 1.6 Recognition of Individual Societies/Employers

It is understood that Grandview Terrace Childcare Centre Society, Mount Pleasant Child Care Society, Lord Nelson Childcare Society and Eagles in the Sky Association are separate legal entities. The collective agreements are being negotiated in a single process for administrative purposes only. Any exceptions to this principle will be limited to those terms expressly agreed upon. Each Society will be party to an individual collective agreement, although that collective agreement may be bound as a single document.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Agent Recognition

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

### 2.2 No Other Agreement

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

### 2.3 No Discrimination for Union Activity

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

### 2.4 Correspondence

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

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

### **ARTICLE 3 - EMPLOYER RIGHTS**

#### **3.1 General Rights**

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

### **ARTICLE 4 - UNION DUES AND INFORMATION**

#### **4.1 Dues and Assessments**

(a) The Employer shall, beginning on the first pay date, deduct from the wages of each employee in the bargaining unit, the amount of the regular dues payable to the Union by members of the Union. Each employee shall provide the Employer, as a condition of continued employment, with written authorization to make such deductions.

(b) The Union shall advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

#### **4.2 Information and Dues Remitted to the Union**

(a) Union dues so deducted shall be remitted to the Treasurer of the Union no later than the 15<sup>th</sup> day of the month following the date of deduction. The Employer shall also provide the Union with a list of names, addresses and telephone numbers of those employees from whose wages such deductions were made, together with the amount deducted from such employees.

(b) A report of employees who cease employment will be provided to the Union on a quarterly basis.

#### **4.3 New Employees**

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

#### **4.4 Technical Information**

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

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

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

All employees in the bargaining unit who were members of the Union as of date of certification shall maintain membership in the Union and all new bargaining unit employees hired on or after the date of

certification shall as a condition of employment become members of the Union within 15 days of employment and maintain such membership.

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

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of the union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the worksite concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or similar facility.

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

- (a) The Employer recognises the Union's right to select stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of employees designated as stewards.
- (c) Each Childcare Centre shall post a list of employees designated as stewards, as provided by the Union, who shall represent employees.
- (d) A steward shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.
- (e) The duties of stewards shall include:
  - (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) carrying out duties within the realm of safety responsibilities, these being recognised as complaints of an urgent nature which require immediate attention;
  - (5) attending meetings called by the Employer.

### **5.4 Union Insignia**

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

### **5.5 Bulletin Board**

The Employer agrees to provide one union bulletin board in a permanent and prominent place acceptable to the Union. There will be one union bulletin board for each of the Childcare Centres.

## 5.6 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of one member from each of the Childcare Centres. Together with the President of the Union or her designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

## 5.7 Labour/Management Committee

(a) There shall be established a labour/management committee composed of one representative from each of the Childcare Centres along with the Employer. Employer representatives shall not outnumber employee representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "*ad hoc*" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) The Committee shall meet at least once every 60 days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

(c) An employer representative and a union representative shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the Employer and the Union on an alternating basis, and approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes shall be distributed to the Union and the Employer.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

## ARTICLE 6 - TIME OFF FOR UNION BUSINESS

### 6.1 Leave

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

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;

- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) leave for negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders; or
- (7) leave for Union Observer.

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

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties pursuant to Clause 5.3;
  - (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;
  - (3) The Union and the employee will make every effort to provide as much advance notice as possible for leave requirements to facilitate the scheduling of both clients and employees.
- (c) All leave, pursuant to Clause 6.1, shall be without loss of seniority.

## **6.2 Leave for Union Office**

- (a) The Employer agrees to grant leave of absence without pay and without loss of seniority for up to three years:
- (1) for employees selected/elected to a full-time position with the Union;
  - (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
  - (3) for an employee elected to any body to which the Union is affiliated.
- (b) The above leaves may be renewed with the consent of the Employer.

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

### **7.1 Picket Lines**

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line. Any employee encountering a picket line during the course of their duties while on a field trip outside the worksite will immediately contact the Employer. The Employer agrees that it will not request, require or direct employees or volunteers to perform work resulting from strikes that would normally have been carried out by those on strike.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit; shall be resolved in accordance with the following procedures.

### **8.2 Step 1**

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

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

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

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

### **8.4 Step 2**

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

- (a) recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting this grievance to the representative of the Employer designated to handle grievances at Step 2 through the union steward.
- (d) The representative of the Employer designated to handle grievances at Step 2 shall provide the employee with a receipt stating the date on which the grievance was received.

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

- (a) Within 20 calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within 30 days of receiving the grievance at Step 2.

### **8.6 Step 3**

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

- (a) within 30 days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 30 days after the Employer's reply was due.

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

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

**8.8 Failure to Act**

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

**8.9 Time Limit to Submit to Arbitration**

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

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

**8.10 Amending of Time Limits**

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

**8.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 within 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.

**8.12 Deviation from Grievance Procedure**

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

**8.13 Policy Grievance**

- (a) Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.
- (b) Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

#### **8.14 Technical Objections to Grievances**

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

### **ARTICLE 9 - ARBITRATION PROCEDURE**

#### **9.1 Notification**

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

#### **9.2 Appointment of the Arbitrator**

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

#### **9.3 Procedure**

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

#### **9.4 Decision of Arbitrator**

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

#### **9.5 Disagreement on Decision**

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

#### **9.6 Expenses of Arbitrator**

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

#### **9.7 Amending Time Limits**

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

## 9.8 Witness

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

## 9.9 Expedited Arbitration

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

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

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

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

(c) The parties shall mutually agree upon a single arbitrator who shall be appointed to hear and resolve groups of grievances.

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

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one 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 Clause 9.3.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

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

### 10.1 Procedure

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

## **10.2 Dismissal and Suspension**

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

## **10.3 Burden of Proof**

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

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

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

## **10.5 Evaluation Reports**

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

## **10.6 Personnel File**

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

**10.7 Right to Have Union Representative Present**

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

**10.8 Abandonment of Position**

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity, within 10 days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

**10.9 Probation for Newly Hired Employees**

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.2 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period for regular employees will be three months. The probationary period for casual employees will be 420 hours. Under certain circumstances, the Employer may waive all or part of an employee's probationary period.
- (b) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this agreement commencing at Step 3.
- (c) The Employer shall provide the employee and the Union with a letter setting out the reasons for discharge of a probationary employee within five working days of the date of discharge.
- (d) The probation period may be extended with the mutual agreement of the Employer and the Union.

**10.10 Employee Investigations**

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline.
- (b) The Employer will make every effort to complete its investigation within 14 days. The Employer will notify the President of the Union or her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

**ARTICLE 11 - HIRING****11.1 Job Posting**

- (a) When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall post the position for 10 working days on the union bulletin boards at each Childcare Centre. Copies of all such postings shall be provided to the Union and to the employees on the recall list.
- (b) Temporary assignments that are known to be or reasonably expected to be, for a continuous period of four months or more, shall be posted in accordance with Clause 11.1(a).

**11.2 Priority in Selections**

- (a) Priority of selection of candidates for posted vacancies shall be based on skills, knowledge, ability, relevant experience and seniority as defined in Clause 12.1(a), each factor being afforded equal weight. Where the sum of such factors is equal, the employee with the greater seniority shall be awarded the position. Casual seniority will be used only in relation to other casual employees.
- (b) The following process shall be followed in filling a posted vacancy:

Vacancy is posted at each Childcare Centre. All regular, temporary, and casual employees who are in-service are eligible to apply. All regular, temporary, and casual employees with a minimum of 420 hours of service seniority, including those on the recall list, are considered as in-service. If no successful candidate, then external candidates are considered.

**11.3 Notification**

- (a) At the time of hiring, transfer, promotion or recall into a regular position, a regular employee shall receive a letter indicating her starting date, starting salary, job classification, any anticipated/potential periods of layoff and the minimum weekly hours of work. In addition, she will receive a copy of her job description. The Employer agrees to notify the Union within five working days when an employee has been hired, promoted, recalled or when an employee has resigned. The Employer agrees to notify the Union within 24 hours when an employee is laid-off, suspended or terminated.
- (b) The Employer agrees to notify the Union within five working days when an employee has been hired, promoted, recalled or when an employee has resigned.
- (c) The Employer agrees, at the request of unsuccessful candidates, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.

**ARTICLE 12 - SENIORITY****12.1 Definition**

- (a) Seniority shall be calculated on the basis of straight-time hours worked in all Childcare Centres, and this shall be reflected on a single seniority list as per Clause 12.1(b).
- (b) The Employer will post, and provide copies to the President of the Union or her designate, an updated seniority list for regular employees on April 1<sup>st</sup> and October 1<sup>st</sup> of each year.

**12.2 Portability of Seniority**

Where a regular employee terminates her employment at one of the Childcare Centres and, within 90 days, is employed at any of the Childcare Centres, she shall be entitled to port her seniority. An

employee porting her seniority to another Childcare Centre, pursuant to this clause, shall not be required to serve a waiting period for health and welfare benefits.

### 12.3 Defined

Straight-time paid hours shall include time spent (reflective for the employee's regular schedule of hours) on approved:

- (a) paid holidays;
- (b) paid vacation;
- (c) leave during which time an employee is in receipt of wage-loss benefits from the WCB pursuant to Sections 29 or 30 of the *Workers Compensation Act* or ICBC. For the purpose of this provision, applicable leave shall also include time during which an employee is receiving WCB benefits other than wage-loss benefits pursuant to Section 29 or 30 of the *Act*, so long as the employee is otherwise entitled to benefits under those sections;
- (d) paid sick leave;
- (e) any absence covered by medical employment insurance for up to 15 weeks;
- (f) union leave;
- (g) pregnancy, parental and adoption leave;
- (h) other approved paid leaves of absence; and
- (i) compassionate care leave for up to 26 weeks.

### 12.4 Loss of Seniority

- (a) An employee shall lose her seniority in the event that:
  - (1) the employment is voluntarily terminated by the employee;
  - (2) the employee is discharged for just cause;
  - (3) the employee accepts severance pay in accordance with the terms of this collective agreement;
  - (4) the employee accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than four months in duration; or
  - (5) the employee is terminated as the result of the proper application of this collective agreement.
- (b) An employee shall not lose seniority while on recall.
- (c) An employee shall not accrue seniority while on an unauthorized leave of absence.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff Notification

"*Layoff*" - means a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization.

The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) one weeks' notice and/or pay in lieu of notice after three consecutive months of employment; or
- (b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or
- (c) three weeks' notice and/or pay in lieu of notice after two consecutive years of employment, plus one additional week for each year of employment, to a maximum of eight weeks' notice and/or pay in lieu of notice.

### **13.2 Pre-Layoff Canvass**

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to clients and staff. Prior to the layoff of regular employees, the Employer shall canvass employees in order to invite:
  - (1) placement on the casual call-in and recall lists with no loss of seniority; or
  - (2) other voluntary options, as agreed to by the Union and the Employer. Where more than one employee expresses interest in one of the above options, they will be offered to qualified employees on the basis of seniority.
- (b) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

### **13.3 Recall List**

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

### **13.4 Notice of Recall**

Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by certified mail. Employees must accept recall within five days of receipt of the certified mail.

The recall period shall be one year from the date of layoff.

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

### **13.5 Salary upon Recall**

A recalled employee shall receive the current salary for the position for which the employee is being recalled.

### **13.6 Reduction in Hours**

- (a) Reduction in hours shall be based on seniority, providing that affected employees have the qualifications to perform the work that is available and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of four hours per week or more shall have the right to choose layoff as per Clause 13.3.

(c) Any regular employee offered a reduction of hours shall be given two weeks' notice of the reduction.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Full-Time Employees

A full-time employee's hours of work shall be 35 hours per week and seven hours per day, exclusive of a one-half hour unpaid meal period each day.

### 14.2 Part-Time Employees

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

### 14.3 Temporary Employees

A temporary employee will work the shift schedule of the permanent employee that they are replacing and will be paid at the closest step of the permanent employee's classification rate that is within 5% of the temporary employee's wage rate, or the first step of the permanent employee's classification rate, whichever is greater.

### 14.4 Meal Period

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

### 14.5 Relief Period

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

### 14.6 Shift Schedules

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

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

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

- (a) Prior to the first of every month, part-time employees shall submit a list of their availability to the senior supervisor for that month.

- (b) Qualified part-time employees shall be called for available shifts on the basis of their seniority and declared availability.
- (c) Where the Employer is required to fill a shift with less than 24 hours' notice, the first available employee shall be assigned to the shift.
- (d) In the event that it is not possible to schedule all additional hours in a shift with part-time employees, the shift will be offered to qualified casual employees, in order of seniority prior to the scheduling of part-time employees.
- (e) Employees working in more than one program are obligated to inform the Employer or designate, and receive approval, if they are asked to work hours that would result in overtime.

#### **14.8 Split Shifts**

- (a) There shall be no split shifts except in school age childcare or in Memorandum of Agreement, as negotiated between the parties.
- (b) Where an employee accepts work in two separate Childcare Centres, this article shall not apply.

#### **14.9 Minimum Hours**

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

#### **14.10 Staff Meetings**

Staff meetings of one to one and one-half hours shall be held on a monthly basis outside of regular working hours on a workday exclusive of Fridays. Straight-time pay will apply. Employees may choose to receive pay or compensatory time in lieu of pay. Such compensatory time will be taken at a mutually agreed upon time by the employee and the Employer.

#### **14.11 Extended Hours Shifts**

- (a) Extended workdays and/or extended workweeks are shifts in excess of the regular hours of work as outlined in Clause 14.1 that average the regular hours of work as outlined in Clause 14.1 over an agreed upon averaging period. In no case will extended workdays be greater than 11 hours in length.
- (b) All provisions of the collective agreement continue to apply to an employee working extended workday and/or extended workweek schedules except as varied below:
  - (1) Implementation of extended workday and/or extended workweek schedules requires the agreement of the Employer and the Union.
  - (2) Extended workday and/or extended workweek schedules may be cancelled by the Employer upon 30 days written notice. The Employer will consult with the Union prior to such cancellation.
  - (3) Daily overtime for regular employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift.
  - (4) Any paid leaves in the collective agreement shall be paid using the principles of equivalent hours up to the maximum entitlement. It is understood by the parties that the guiding principles of extended workday and/or extended workweek schedules are to ensure that the employees

working these shifts receive no greater nor lesser benefits than what they would have received working "regular" work hours/week.

(5) It is understood that implementation of an extended hours shift arrangement shall be cost-neutral.

#### **14.12 Senior Supervisor Callout Hours**

A senior supervisor shall earn 21 hours at straight-time in each calendar year they perform casual callout duties. The earned time will be banked and used at a mutually agreed upon time.

### **ARTICLE 15 - CLASSIFICATIONS**

#### **15.1 Classifications and Specifications**

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

#### **15.2 New Classifications**

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

#### **15.3 Job Descriptions**

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

### **ARTICLE 16 - OVERTIME**

#### **16.1 Definition**

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

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

#### **16.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that because of the nature of the work, it may not be possible for an employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw

up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Union.

### **16.3 Overtime Compensation**

Overtime shall be compensated at the following rates:

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

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

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

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

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

### **16.6 Callback**

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

### **16.7 Voluntary Overtime**

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

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

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

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

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

## **ARTICLE 17 - VACATION ENTITLEMENT AND PAY**

### **17.1 Definitions**

"*Calendar Year*" - shall mean the 12-month period running from the first day of January to the 31<sup>st</sup> day of December inclusive.

**17.2 Vacation Entitlement - Regular Employees**

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

(b) Regular employees with one or more years of continuous service shall have earned the following vacation with pay:

First partial year of continuous service.....	4% of earnings
One year of continuous service .....	15 workdays - 6% of earnings
Two years' continuous service .....	15 workdays - 6% of earnings
Three years' continuous service .....	15 workdays - 6% of earnings
Four years' continuous service .....	20 workdays - 8% of earnings
Five years' continuous service .....	20 workdays - 8% of earnings
Six years' continuous service .....	20 workdays - 8% of earnings
Seven years' continuous service .....	20 workdays - 8% of earnings
Eight years' continuous service.....	20 workdays - 8% of earnings
Nine years' continuous service .....	20 workdays - 8% of earnings
10 years' continuous service.....	25 workdays - 10% of earnings
15 years' continuous service.....	27 workdays - 10.8% of earnings
20 years' continuous service.....	30 workdays - 12% of earnings

(c) Annual vacation entitlement shall be adjusted for any unpaid leaves of absence in excess of 20 days per year.

(d) Regular part-time employees will receive vacation on a prorated basis.

**17.3 Accumulation of Vacation**

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

**17.4 Vacation Scheduling**

(a) Employees shall submit their vacation requests to the supervisor on or before:

- (1) December 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>; and
- (2) April 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.

(b) Employees may request and shall be entitled to take vacation entitlement in broken periods and shall not be required to take all vacation entitlement in one continuous period. Employees shall be entitled to schedule up to five vacation days per year as single days. The remainder of vacation entitlement shall be utilized in blocks of a minimum of five days. The scheduling of single vacation days shall not be considered a vacation choice.

(c) Where employees wish to split their vacation entitlement, each employee must indicate the priority order of their vacation period requests. Employees' vacation requests for their first choice of vacation period will be granted on the basis of seniority as between employees. Employee's second choice of vacation period shall be approved in the same manner only after all other affected employees' first choices have been processed, and so on with all subsequent vacation priority requests.

- (d) An employee who does not submit vacation requests within the time periods set out in (a) above shall not be entitled to exercise seniority rights in respect to any vacation period approved for an employee with less seniority.
- (e) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (f) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights in the year in which they transfer. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (g) An employee transferred by the Employer shall maintain her vacation period and no other employee's vacation time shall be affected thereby.
- (h) Upon reasonable request, an employee shall be advised of the balance of their vacation entitlement.
- (i) Where operational requirements permit, the Employer shall allow more than one employee per program to utilize vacation entitlement during the period December 27<sup>th</sup> to 31<sup>st</sup>. An employee wishing to utilize vacation during the period December 27<sup>th</sup> to 31<sup>st</sup> shall submit a request by December 1<sup>st</sup>. Where there are more employees requesting vacation during this period than operational requirements permit, vacation requests shall be approved on the basis of seniority.

#### **17.5 Absence from Work**

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

#### **17.6 Designated Holiday Coinciding with Vacation**

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

#### **17.7 Paid Leave during Vacation**

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

#### **17.8 Termination**

- (a) The Employer shall pay a terminating employee for all vacation days owed to her at the rate of pay at which it was earned.
- (b) Should the terminating employee have used more of her vacation credit than entitled, she shall have the difference deducted from her final paycheque.

### 17.9 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's beneficiary, or where there is no beneficiary, to the employee's estate.

## ARTICLE 18 - DESIGNATED HOLIDAYS

### 18.1 Designated Holidays

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

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

(b) In the event the centres will be closed between Boxing Day and New Year's Eve, employees will be encouraged to use vacation time to bridge this unpaid time.

### 18.2 Other Holidays

Any day proclaimed as a holiday by the federal, provincial, or municipal governments shall be deemed a designated holiday.

### 18.3 Eligibility

Full-time and part-time Employees, following 30 calendar days of continuous service, shall be eligible for the paid holidays described in Clause 18.1 and 18.2 above.

### 18.4 Designated Holidays Coinciding with Scheduled Days Off

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

### 18.5 Compensation for Work on Designated Holidays

In addition to receiving overtime pay in accordance with Clause 16.5, an employee who is required to work on a designated holiday shall be entitled to a paid day off in lieu of the designated holiday. Such time shall be scheduled with the mutual agreement of the Employer and the employee.

### 18.6 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled up to four days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this provision. When two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilise or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

**ARTICLE 19 - EMPLOYEE BENEFITS****19.1 Eligibility and Waiting Period**

- (a) Regular employees who have passed probation and temporary employees in a position of one year or more who work an average of 20 or more hours per week shall be entitled to the benefits provided for in Article 19.
- (b) The benefit levels under Clauses 19.2, 19.3, and 19.4 will be in accordance with Appendix C.

**19.2 Dental Plan**

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

**19.3 Extended Health Benefits**

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

**19.4 Life Insurance and ADD**

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

**19.5 Medical Services Plan**

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

**ARTICLE 20 - SICK LEAVE****20.1 Paid Sick Leave Entitlement**

- (a) Each full-time and part-time employee shall be entitled to one working day per month sick leave with the right to accumulate sick leave up to a total of 60 workdays. Part-time employees shall earn sick leave prorated to full-time hours. Unused accumulated sick leave may be carried over from year to year.
- (b) For the purposes of this article, temporary employees who have completed six months of continuous service shall be treated as if they were full-time or part-time employees as applicable.
- (c) An employee will not lose her employment because she has exhausted her sick leave entitlement.

**20.2 Entitlement at Commencement of this Agreement**

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

**20.3 Procedure**

- (a) In order to qualify for paid sick leave entitlement, the eligible employee wishing to take such leave, shall report by telephone or otherwise to the Immediate Supervisor prior to the commencement of the employee's regularly scheduled work shift.
- (b) Where an employee is absent from work for more than three days because of a compensation claim, illness, injury or any other absence for which the employee wishes to take paid sick leave

entitlement, the Employer may require such employee to provide a medical certificate documenting the cause of the absence or stating that the employee is fit to return to active employment. Where the Employer requires an employee to produce a medical certificate the Employer shall pay for the receipted cost of the certificate.

#### **20.4 Parent Leave**

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

#### **20.5 Records**

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

#### **20.6 Reduction of Other Benefits**

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

### **ARTICLE 21 - LEAVES OF ABSENCE**

#### **21.1 Requests for Leave**

- (a) An employee may request a leave of absence, for up to one year, without pay, and such request shall be submitted, in writing to the Employer for approval. Except for unforeseen circumstances, all requests for leave of absence shall be submitted in writing one month in advance of the date the leave is to commence.
- (b) All requests for leave of absence shall be considered on the basis of the purpose of the leave and operational requirements of the Employer and must be approved in writing prior to the commencement date of such leave. Refusal for such leave must be written with reasons for the refusal stated.
- (c) Approval for such leaves shall not be unreasonably withheld.
- (d) Employees shall provide at least one month's written notice of return to work.

### 21.2 Bereavement Leave

- (a) For the purposes of this section, "*immediate family*" shall mean spouse, parent (or alternatively stepparent or foster-parent), child, brother, sister, common-law spouse, grandparent, mother-in-law, father-in-law, grandchild, stepchild, legal guardian, ward, foster child and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) In the event of a death in the immediate family of a full-time or part-time employee, the employee on request will be entitled to five consecutive working days' leave of absence with pay to make arrangements for or to attend the funeral.
- (c) The Employer may grant an additional two days of paid leave for associated travel, where necessary.
- (d) The Employer may request evidence to substantiate a request for bereavement leave.
- (e) The Employer may, in its complete discretion, extend the bereavement leave benefits outlined above to temporary and casual employees or in the event of the death of a close friend or other relative of the employee.

### 21.3 Court Leave

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

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise her supervisor as soon as she is aware that such leave is required.

### 21.4 Special Leave

- (a) A full-time or part-time employee shall be entitled to annual special leave at the employee's regular rate of pay to a maximum of five days per year. Part-time employees shall be granted leave based on their average daily hours in the 28-day period immediately preceding the leave and prorated to full-time hours. Leave shall be granted for the following:
- (1) Birth or adoption of employee's child .....Five working days
  - (2) Attendance at the employee's formal hearing or ceremony to attain Canadian citizenship .....One working day
  - (3) Marriage of employee .....One working day

- (4) Moving the household of employee.....One working day
  - (5) Attend medical/dental appointment.....Three working days that may be taken in half day or full day increments
  - (6) Celebrate a non-Christian religious or spiritual holiday .....One working day
- (b) In the case of 2, 3, 4 and 6 above, the employee shall be required to provide the Employer with two weeks' advance notice. In the case of (6) above, the leave will be subject to operational requirements; however, the Employer will make every reasonable effort to allow such leave.
- (c) The Employer may, in its complete discretion, extend the above benefits to casual employees.

### **21.5 Elections**

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

### **21.6 Professional Development**

- (a) An employee shall be granted leave without loss of pay, at her basic rate of pay, to take courses (including related examinations) or attend conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee shall not exceed the full-time daily hours of work as outlined in Clause 14.2 - Hours of Work. When such leave is granted, the Employer shall bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer shall also reimburse the employee for approved travelling, subsistence and other legitimate, applicable expenses where the conference, convention, seminar, workshop, symposium or similar out-of-service program is more than 25 kilometres from the employee's worksite.
- (b) If a regular employee attends a seminar, workshop, training session or conference, pursuant to paragraph (a), on a week night or a weekend at her own request rather than during a regular workday, she will be granted compensating time off at straight-time on a week day at a time mutually agreed upon by the employee and the Employer.
- (c) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities. The Employer may cover all or part of the registration or tuition costs for these courses.
- (d) Approval of requests will be granted reasonable consideration and leaves pursuant to this article will be administered in a reasonable manner.
- (e) Should the employee noted above terminate her employment for any reason during the six-month period following completion of the above-noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, and course-required books) on a proportionate basis.

### **21.7 Professional Development Day**

- (a) The Employer will provide training for all staff of at least seven hours per year over the course of one day when the daycare is closed. Training will relate to licensing renewal, enhancing childcare practices, and professional development, and include the use of outside speakers, team-building exercises and/or other training.
- (b) The Employer will make best efforts to schedule the Professional Development Day (PD Day) during a closure, but may elect to have the PD Day on a weekend day. If the PD Day is set for a weekend

day, attendance will be optional. If the PD Day is set on a weekday during a closure, attendance will be mandatory. The PD Day will not be set on a "Paid Holiday" as defined herein.

(c) Employees will be paid for their attendance on a PD Day. Employees who fail to attend of their own volition will not be paid and may be subject to discipline.

(d) The Employer and the Union may agree to the scheduling of the PD Day in a manner that differs from the above and, for example, the PD Day may be split into two separate events by such agreement. Any agreement in this regard will be in writing.

## ARTICLE 22 - MATERNITY/PARENTAL LEAVE

### 22.1 Maternity Leave

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

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

(c) The period of maternity leave shall commence not earlier than 13 weeks before the expected date of delivery and must end no earlier than six weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner.

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

(e) Any further leave granted beyond the normal 17-week period will be unpaid leave without benefits, subject to Clause 22.5.

### 22.2 Parental Leave for Birth and Adopting Parents

(a) In the case of the birth mother, commencing immediately following the end of the maternity leave under Clause 22.1, the employee is also eligible for a further leave of absence of 61 weeks.

(b) Upon application, an employee shall be granted leave of absence for up to 62 weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(c) Where both parents are employees of the Employer, the employees shall determine the apportionment of 62 weeks' parental leave between them.

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

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

(2) in the case of the birth father, commencing within the 78-week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent.

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

### **22.3 Aggregate Leave**

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

### **22.4 Return from Leave**

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

### **22.5 Benefit Plan**

If an employee maintains coverage for benefits while on maternity leave or parental leave, the Employer agrees to pay the Employer's share of these premiums.

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

### **22.6 Sick Leave**

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

### **22.7 Vacation**

The employee shall retain vacation credits she had accrued immediately prior to commencing the leave. Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clause 22.1 or 22.2. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

### **22.8 Extended Childcare Leave**

(a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 22.1 and 22.2, an employee shall be granted a further unpaid leave of absence not to exceed 12 months. An employee shall neither lose nor accrue seniority while on extended childcare leave.

(b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.

(c) An employee on extended childcare leave shall provide the Employer with at least one month's written notice of return from such leave.

(d) Upon return from extended childcare leave, an employee shall be placed in her former position, or where the position no longer exists in a position of equal rank and basic pay.

**22.9 Seniority Rights on Reinstatement**

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

**ARTICLE 23 - GENERAL CONDITIONS****23.1 Use of Employee Car**

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

**23.2 Protective Clothing**

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

**23.3 First Aid Kit**

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

**23.4 Working and Health Conditions**

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

**23.5 Staff Room**

The Employer agrees to provide a staff area.

**23.6 Statutory Regulation**

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

### **23.7 Contracting Out**

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

### **23.8 Supply and Maintenance of Equipment**

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

### **23.9 Indemnity**

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

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

## **ARTICLE 24 - HARASSMENT**

### **24.1 Harassment in the Workplace**

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

### **24.2 Personal Harassment Definition**

- (a) Personal harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
  - (1) creates a risk to a worker's well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
  - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

### **24.3 Sexual Harassment Definition**

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

- behaviour that is discriminatory in nature;
- verbal abuse or threats;
- unwanted questions or comments of a sexual nature;
- distribution or display of sexual or offensive pictures or materials;
- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- practical jokes of a sexual nature;
- demands for sexual favours;
- unwanted sexual invitations;
- physical assault of a sexual nature.

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

#### **24.4 Harassment Complaints**

(a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(c) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(d) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

(e) In cases where separating the complainant and respondent is advisable or necessary, the respondent will be transferred, however, the complainant may be transferred should she so request or agree.

#### **24.5 Harassment Complaints Procedure**

(a) A formal complaint must be submitted in writing within six months of the latest alleged occurrence.

(b) A complaint must be submitted through the Union and/or directly to the Manager, Child Care Services. The Manager will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.

(c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 24 - Harassment, and the remedy sought.

(d) The Manager or her designate will investigate the complaint and will complete her report in writing within 30 days.

(e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.

(f) The Employer will advise the complainant, the respondent, and the Union in writing of the substance of the investigator's report and the resolution of the complaint.

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

(h) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive, or vexatious.

#### **24.6 Confidentiality**

All persons involved in the handling of a complaint under these procedures shall 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 25 - PAYMENT OF WAGES AND ALLOWANCES**

#### **25.1 Rates of Pay**

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

#### **25.2 Paydays**

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

#### **25.3 Substitution Pay**

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

#### **25.4 Class 4 Drivers' Licence**

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

### **ARTICLE 26 - HEALTH AND SAFETY**

#### **26.1 Conditions**

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

#### **26.2 Working Environment**

- (a) The parties agree that a safe and clean working environment is essential to carry out work assignments in a satisfactory manner.
- (b) It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

#### **26.3 Safety Committee**

- (a) The parties agree that a joint occupational health and safety committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made

pursuant to the *Workers Compensation Act*. The Committee will meet at regular intervals to be determined by the Committee to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

(b) The parties further agree that the Labour/Management Committee shall also act in the capacity of Safety Committee.

#### **26.4 Unsafe Work Conditions**

(a) An employee may exercise her right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulations.

(b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations.

#### **26.5 Injury Pay Provision**

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

#### **26.6 Transportation of Accident Victims**

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

#### **26.7 Employee Check-in**

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

#### **26.8 First Aid Requirements**

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

(b) Where the Employer requires an employee to perform first aid duties as a normal requirement of the job, the cost of obtaining and renewing this certificate shall be borne by the Employer. Effective January 1, 2019, time spent at a course for obtaining or renewing a first aid certificate will be considered time worked and will be compensated up to a maximum of four hours at straight-time pay.

#### **26.9 Communicable Diseases**

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

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

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

#### **26.10 Workplace Aggression**

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

- (b) The Employer shall provide the employee with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.
- (c) Immediate debriefing and counselling for individuals who have been traumatised will be made available to employees. Where an employee requires time off to attend debriefing it will be without loss of pay.
- (d) Employees, where possible, may request a transfer because of physical aggression or verbal abuse.
- (e) Where repeated incidents of physical aggression or verbal abuse occur, the Occupational Health & Safety Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

## **ARTICLE 27 - CASUAL EMPLOYEES**

### **27.1 Casual Employee Vacation and Paid Holidays**

- (a) Casual employees shall receive 8.8% of straight-time pay in lieu of scheduled vacations and paid holidays. The 8.8% constitutes 4% in lieu of scheduled vacations and 4.8% to cover paid holiday pay if the employee does not work on the paid holiday or in place of the lieu day should they work on the paid holiday
- (b) Casual employees who are required to work on a designated paid holiday shall be compensated at time and one-half for all straight-time hours worked.
- (c) Casual employees working overtime on a paid holiday shall be paid the applicable overtime premium as outline in Clause 16.2 - Overtime Compensation, based on the rate received for working on the paid holiday outlined in Clause 16.5.
- (d) A casual employee will lose her seniority:
  - (1) if she has not performed any work for the Employer in the previous five months;
  - (2) if her employment is terminated for just and reasonable cause;
  - (3) if the employee accepts a position with the Employer which is outside of the bargaining unit, except for temporary appointments for less than four months in duration.
- (e) The Employer shall maintain a seniority list of casual employees, which shall be posted every three months. Casual employees shall accumulate seniority on the basis of all hours worked at straight-time. Casual employees shall be called for work, provided they are qualified and available, in order of seniority.
- (f) Articles 12, 13, 17, 18, 19, 20 and 21 do not apply to casual employees.

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.1 Duration**

The term of this agreement shall be from January 1, 2018 to and including December 31, 2021.

**28.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 1, 2021, but in any event not later than midnight, September 30, 2021.
- (b) Where no notice is given by either party prior to September 30, 2021, both parties shall be deemed to have been given notice under this article on September 30, 2021.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given to the Employer.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

---

Stephanie Smith  
President

---

Cynthia Low, Executive Director  
Britannia Community Services Centre Society

---

Gaynor McCaslin, Bargaining Committee  
Mount Pleasant Child Care Society

---

Rachel Day, Manager of Child Care Services  
Britannia Community Services Centre Society

---

Alejandra Uribe, Bargaining Committee  
Grandview Terrace Childcare Centre Society

---

Rebecca Love, Board Chair  
Eagles in the Sky Association

---

Suzy Liguori, Bargaining Committee  
Eagles in the Sky Association

---

Genevieve Desjardin, Board Chair  
Grandview Terrace Childcare Centre Society

---

Latisha Buksh  
Lord Nelson Childcare Society

---

Andrew Weyrauch, Board Chair  
Lord Nelson Childcare Society

---

Kay Sinclair  
Staff Representative

---

Gordon Fitt, Board Chair  
Mount Pleasant Child Care Society

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

**APPENDIX A  
Salary Scale**

Classification	STEPS		Current	STEPS		Jan 1, 2018 2%	Jan 1, 2019 2%	Jan 1, 2020 2.5%	Jan 1, 2021 3%
	Step 1: 0-2000 hrs Step 2: 2001-3820 hrs Step 3: 5540 hrs Step 4: 5641+ hrs			Step 1: 0-2000 hrs Step 2: 2001-3820 hrs Step 3: 3821+ hours					
Child Care Program Coordinator	1	26.92	1 2 3	28.03	28.59	29.30	30.18		
	2	27.48		28.59	29.16	29.89	30.79		
	3	28.03		29.17	29.76	30.50	31.41		
	4	28.60							
Senior Supervisor II	1	27.00	1	27.54	28.09	28.79	29.66		
	2	27.54	2	28.09	28.65	29.37	30.25		
	3	28.11	3	28.67	29.25	29.98	30.88		
Senior Supervisor I	1	23.07	1	24.01	24.49	25.10	25.86		
	2	23.54	2	24.51	25.00	25.63	26.39		
	3	24.03	3	25.00	25.50	26.14	26.92		
	4	24.51							
Assistant Senior Supervisor	1	21.18	1	22.04	22.48	23.05	23.74		
	2	21.61	2	22.50	22.95	23.53	24.23		
	3	22.06	3	22.96	23.42	24.00	24.73		
	4	22.51							
ECE Special Needs & IT	1	20.24	1	21.08	21.51	22.04	22.70		
	2	20.67	2	21.51	21.94	22.49	23.17		
	3	21.09	3	21.94	22.38	22.94	23.63		
	4	21.51							
ECE	1	19.28	1	20.06	20.46	20.98	21.61		
	2	19.67	2	20.48	20.89	21.41	22.06		
	3	20.08	3	20.90	21.32	21.85	22.51		
	4	20.49							
Assistant ECE	1	18.15	1	18.88	19.26	19.74	20.33		
	2	18.51	2	19.26	19.64	20.13	20.74		
	3	18.88	3	19.66	20.05	20.55	21.17		
	4	19.27							
Out of School Care Educator	1	17.11	1	17.82	18.18	18.63	19.19		
	2	17.47	2	18.18	18.54	19.00	19.57		
	3	17.82	3	18.55	18.92	19.40	19.98		
	4	18.19							
Casual ECE / Casual Assistant ECE	1	16.07		18.10	18.46	18.92	19.49		
	2	16.41							
	3	16.74							
	4	17.08							
Casual OSC	1	14.59		16.67	17.00	17.43	17.95		
	2	14.89							
	3	15.19							
	4	15.51							
Cook	1	14.09		15.83	16.15	16.55	17.05		
	2	14.39							
	3	14.69							
	4	14.98							

Employees at Current Step 1 will receive retroactive pay based on a 2% increase to the Current Step 1 rate for the period January 1, 2018 to the date of ratification by both parties. The new Step 1 rates will be effective on the date of ratification. The new Step 1 hours will commence as of the date of ratification.

**APPENDIX B**  
**Arbitrators**

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

Corinn Bell  
Joan Gordon  
Julie Nichols

**APPENDIX C**  
**Britannia Child Care Hub Benefit Summary**

<b>Group Life and AD&amp;D Insurance</b>	
<i>Benefit:</i>	\$25,000
<i>Maximum:</i>	\$25,000
<i>Termination Age:</i>	70
<i>Non Evidence Maximum:</i>	\$25,000
<b>Long-Term Disability</b>	
<i>Benefit Formula:</i>	66.67%
<i>Maximum Coverage Amount:</i>	\$2,000
<i>Elimination Period:</i>	119 days
<i>Tax Status:</i>	Non-taxable
<i>Non Evidence Maximum:</i>	\$1,500
<b>Second Opinion Consult</b>	
<i>Benefit Formula:</i>	Immediate access to the best medical knowledge through world-class doctors to obtain a medical second opinion for covered life-threatening illnesses.
<i>Termination Age:</i>	65
<b>Extended Health Care</b>	
<i>Deductible:</i>	<u>\$25 Single &amp; \$25 Family</u> for all Extended Health expenses except drugs, vision care and out of Canada medical emergencies
<i>Lifetime Maximum:</i>	Unlimited
<i>Out of Canada Max:</i>	\$1,000,000/lifetime
<i>Include Drug Card:</i>	Yes
<b><u>Reimbursement:</u></b>	
<i>Prescription Drugs:</i>	100%
<i>All other benefits:</i>	100%
<i>Out of Canada:</i>	100% for duration up to 90 days
<i>Hospital Accommodations:</i>	Semi-private
<i>Convalescent Care:</i>	180 days
<i>Private Duty Nursing Care:</i>	\$10,000/year
<i>Hearing Aids:</i>	\$500/60 months
<i>Paramedical Practitioners:</i>	\$500/year/practitioner Acupuncturist, Chiropractor, Massage Therapist, Naturopath, Osteopath, Physiotherapist/Social Worker, Podiatrist/Chiropractor, Psychologist, Speech Therapist, and Audiologist.
<i>Orthopedic Shoes/Orthotics:</i>	\$400/year for Adults and Children
<i>Wigs &amp; Hairpieces:</i>	\$500/lifetime
<i>Termination Age:</i>	70
<i>Survivor Benefits:</i>	2 years
<b><u>Vision Care:</u></b>	Eye exam - \$100/24 months adult and 12 months for child Vision wear - \$300/24 months adult and 12 months for child
<b>Dental Care</b>	
<i>Annual Deductible:</i>	Nil
<i>Basic Services:</i>	100%
<i>Major Services:</i>	60%
<i>Orthodontic Services:</i>	50%
<i>Annual Limit:</i>	\$1,500 Basic and Major combined
<i>Fee Guide:</i>	General Practitioner
<i>Recall Exams:</i>	Every 6 months
<i>Fluoride Treatments:</i>	Adults and Children
<i>Termination Age:</i>	70
<i>Survivor Benefits:</i>	2 years

**MEMORANDUM OF UNDERSTANDING 1****Re: Job Sharing****1. Definition**

Job sharing shall be defined as a voluntary work arrangement whereby the duties and responsibilities of one full-time position may be shared in a manner that would accommodate two employees. In addition, the OSC Educator position may be job shared provided that the hours of work for the position remain at 27½ hours per week or more. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. Any job sharing arrangement will not result in added costs to the Employer.

**2. Application Process**

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

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

**3. Number of Employees**

The Union and the Employer agree that no more than one position in each program shall be covered by a Job Sharing Agreement at any one time.

No more than two employees may share one full-time position.

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

**4. Employee Wages and Benefits**

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

**5. Layoff and Recall**

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

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

**6. Seniority**

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

**7. Termination**

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

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

**MEMORANDUM OF UNDERSTANDING 2  
Re: Mount Pleasant Child Care Society  
(Lynda Miller, Gaynor McCaslin)**

The above-noted full-time employees shall be entitled to an annual vacation credit on the following basis:

- 1-4 years.....20 days with pay
- 5-9 years.....25 days with pay
- 10-14 years.....30 days with pay
- 15-19 years.....35 days with pay
- 20 years and over.....40 days with pay

The above and below-noted employees will not have their current entitlements reduced as a result of the implementation of this Letter of Understanding.

Employees identified below, with five to 10 years of service, will maintain their current vacation entitlement until such time as the relevant collective agreement entitlement equals or exceeds their current entitlement.

- Eagles in the Sky Association:  
Irina Mouravieva, Christina Oshowy
- Grandview Terrace Childcare Society:  
Charlene Poulsen
- Lord Nelson Childcare Society:  
Latisha Buksh
- Mount Pleasant Child Care Society:  
Barbara Nunley, Wagma Khawar

Employees identified below, with more than 10 years of service, will maintain their current vacation entitlement until such time as the relevant collective agreement entitlement equals or exceeds their current entitlement.

- Eagles in the Sky Association:  
Suzy Liguori
- Grandview Terrace Childcare Society:  
Susan Jung

Mount Pleasant Child Care Society:  
Gaynor McCaslin, Lynda Miller, Elena Levi

**MEMORANDUM OF UNDERSTANDING 3**

**Re: Wage Reopener**

The parties agree to meet to negotiate additional wage increases should additional or new childcare funding for wages be made available from the provincial government and/or federal government.