

**COLLECTIVE AGREEMENT**

**between the**

**SOUTH HILL CHILD CARE SOCIETY**

**and the**

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

**Effective from September 1, 2023 to August 31, 2026**

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## ARTICLE 1 - PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the employee.

## ARTICLE 2 - RECOGNITION

The Employer recognizes the B.C. General Employees' Union as the exclusive bargaining agent for all employees of South Hill Child Care Society for whom the Union is certified under the *Labour Relations Code* of British Columbia.

## ARTICLE 3 - DEFINITION OF EMPLOYEES

### 3.1 Employee

Employee shall mean any person employed who is covered by the certification granted the Union by the Labour Relations Board of BC on February 27, 1975.

### 3.2 Full-Time Employee

Full-time employee shall mean any employee who normally works the regular workweek as defined in Article 16 (Hours of Work).

### 3.3 Part-Time Employee

Part-time employee shall mean any employee who works on a continuous basis but normally works less than the regular workweek as defined in Article 18 (Hours of Work).

### 3.4 Substitute

A substitute employee is hired on a temporary day to day basis and they are not recognized as permanent staff. Therefore, they are not union members and are not protected by this contract.

### 3.5 Employer

"Employer" shall mean the parent body, represented by an elected parent board in accordance with the outline of job duties specified in the "*Terms of Reference*".

## ARTICLE 4 - UNION SECURITY

### 4.1 Union Shop

All those employees who are presently members of the Union or who are eligible for membership in the Union shall, as a condition of continued employment, maintain such membership or become members of the Union immediately upon the signing of this agreement. All employees hired on or after the date of signing this agreement shall, as a condition of employment, become members of the Union and maintain such membership.

### 4.2 No Conflict

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

### 4.3 No Discrimination

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

## ARTICLE 5 - CHECK-OFF

### 5.1 Authorization

All employees, on their date of hire, shall be required to sign an Authorization for Dues Deduction.

### 5.2 Deduction of Dues

The Employer agrees to deduct an employee's union dues beginning on the first pay date following 30 calendar days of employment.

### 5.3 Collection of Dues

(a) Before the 15<sup>th</sup> day of each month, the Employer agrees to forward the collected dues by Electronic Fund Transfer (“EFT”) to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca), including the EFT date and dollar amount. The EFT email will also include:

- (1) Employer Name
- (2) Pay period type (e.g. monthly, semi-monthly, biweekly, etc.)
- (3) Pay period number
- (4) Pay period end date

(b) The Employer will provide to the Union, with every regular dues remittance, the information provided in (d) below. The information will be provided electronically in the file format “.csv”

(c) Employee information will always be sent in the same format and column order. The format of the information submitted by the Employer must be consistent from submission to submission.

(d)

| Name                   | Format     | Format description             |
|------------------------|------------|--------------------------------|
| Employee ID number     | XXXXXXXXXX |                                |
| Member Last Name       |            |                                |
| Member First Name      |            |                                |
| Dues                   | XXXX.XX    | No commas or dollar signs      |
| Gross Wages for Period | XXXX.XX    | No commas or dollar signs      |
| Job Classification     |            |                                |
| Job/Position Title     |            |                                |
| Service Start Date     | yyMMdd     |                                |
| Appointment Code       |            | Regular, Auxiliary, etc.       |
| Work Location Name     |            |                                |
| Work Location Address  |            |                                |
| Member Address         |            |                                |
| Member Work Phone      | XXXXXXXXXX | 10 digits, no dashes or spaces |
| Member Home Phone      | XXXXXXXXXX | 10 digits, no dashes or spaces |
| Member Cell Phone      | XXXXXXXXXX | 10 digits, no dashes or spaces |
| Member Home Email      |            |                                |



#### **5.4 Notification by the Union**

Before the Employer is obliged to deduct any dues or amount under Clause 5.2, the Union must advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer, signed by the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be deducted.

#### **5.5 Employee Report**

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

#### **5.6 Dues Audit**

Once per fiscal year, the Union may audit the dues remittance of the Employer. The Employer will provide all relevant payroll and financial documentation for the sole purpose of auditing the dues remittance to the Union.

### **ARTICLE 6 - UNION ACTIVITY**

#### **6.1 One-Hour Explanation**

The Employer agrees that a member of the local union executive or a steward shall be allowed up to one hour during regular working hours to meet and explain the function of the Union to each new employee during their first month of employment and to sign the employee into the Union.

The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward.

#### **6.2 Contact at Work**

The representatives of the Union shall have the right to contact employees at work on matters respecting this agreement or its administration.

#### **6.3 Leave for Union Office**

The Employer agrees to grant leave of absence without pay up to one year to employees who have been elected to a full-time office or position in the Union. Further leave may be granted by mutual consent. Seniority shall accumulate during the employee's leave of absence. The employee shall be allowed to continue with all the benefit plans provided for in this agreement and the employee shall pay the full premiums for these plans.

#### **6.4 Unpaid Leave - Union Business or Full-time or Public Duties**

(a) Long-term leave of absence without pay without loss of seniority will be granted. The employee shall be allowed to continue with all the benefit plans provided for in this agreement and the employee shall pay the full premiums for these plans:

- (1) for employees elected to a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union;

(3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(b) The Employer shall grant, on a written request, leave of absence without pay and without loss of seniority:

(1) for employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election for a maximum of 90 days;

(2) for employees elected to a public office for a maximum period of five years.

#### **6.5 Union Bargaining Committee**

Leaves of absence without loss of pay will be provided to all members of the union bargaining committee to attend negotiation sessions, including union caucus meetings.

#### **6.6 Union Meetings**

The Union is entitled to conduct up to four one-hour meetings per year at the Employer's place of business. The Union agrees to provide the Employer with four weeks' notice of the meeting. Such meetings are permitted during work hours, provided there is no interruption to regular operations, and are without loss of pay for employees to attend.

### **ARTICLE 7 - STEWARDS**

#### **7.1 Recognition**

The Employer recognizes the steward(s) elected by the Union and shall not discriminate against such stewards for carrying out the duties proper to that position.

Duties of the steward are:

- Investigation of complaints;
- Investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provide the ratification vote is held on the Employer's premises;
- Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- Attending meetings held by management;
- Other responsibilities as needed.

#### **7.2 Meeting the Employer**

When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee, upon request, may be accompanied by a steward or union representative.

#### **7.3 No Loss of Pay**

The steward(s) may investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay.

#### **7.4 Notification**

The Union shall regularly notify the Employer, in writing, of the names of its local executive, stewards and grievance committee.

### **ARTICLE 8 - DISCRIMINATION**

#### **8.1 Human Rights**

There will be no discrimination against an employee by reason of Indigenous identity, age, race, creed, colour, national origin, political or religious affiliation, sex, gender identity or gender expression, marital status, sexual preference, appearance, or whether they have children.

- (a) *"Gender Expression"* means how a person publicly presents their gender. This can include behaviour and outward appearance such as dress, hair, make-up, body language and voice. A person's chosen name and pronoun are also common ways of expressing gender.
- (b) *"Gender Identity"* means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.

#### **8.2 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, and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

#### **8.3 Personal and Psychological Harassment Definition**

- (a) Personal and psychological harassment means objectionable conduct - with repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
  - (1) Creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) Is discriminatory behaviour that causes substantial distress and is based on a person's Indigenous identity, 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 directions of employees, such as assigning work, providing feedback to employees on work performance and taking reasonable disciplinary action do not constitute harassment.

#### **8.4 Sexual harassment Definition**

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) Touching, patting or other physical contact;
  - (2) Leering, staring or the making of sexual gestures;
  - (3) Demands for sexual favours;
  - (4) Verbal abuse or threats;
  - (5) Unwanted sexual invitations;

- (6) Physical assault of a sexual nature;
- (7) Distribution or display of sexual or offensive pictures or material;
- (8) Unwanted questions or comments of a sexual nature;
- (9) Practical jokes of a sexual nature.

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

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

(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward member of either sex.

### **8.5 Harassment Complaints**

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

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

(c) The complainant and the respondent (if they are a member of the union) have the right to union representation.

(d) A complainant may try to informally resolve their complaint with the assistance of 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.

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

(f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

### **8.6 Harassment Complaints Procedure**

(a) An employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing, within six months of the latest alleged occurrence, through the Union or directly to the General Manager or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and Employer.

(b) When the Employer has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit they shall be given the option of having union representation present at any meeting held to investigate the complaint.

(c) The Employer shall investigate the complaint and shall submit a report to the Manager or their designate in writing within 30 days of receipt of the complaint. The Manager or designate shall, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue.

(d) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline. Such actions shall only be for just cause and may be grieved pursuant to Article 27 (Grievance Procedure).

- (e) Pending determination of the complaint, the Manager or designate may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where the harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with their consent.
- (g) If the respondent is the Manager, the complaint may be submitted to the designated Board member and the Board designate will be charged with investigating and resolving the complaint. The Board designate may appoint a mutually agreed upon independent investigator. The Union will be apprised of the resolution.

## **8.7 Arbitrator**

- (a) Where either party of the proceeding is not satisfied with the Manager or designate's response under 8.6(c) above, the complaint will, within 30 days of that response, be put before an arbitrator. Where no response under 8.6(c) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:
  - (1) Dismiss the complaint;
  - (2) Determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; and
  - (3) Make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of Manager or designate or the Arbitrator.
- (c) The Arbitrator chosen will be the arbitrator from the list in Appendix A that has the earliest available date that is at least 14 days after the date of the referral.

## **8.8 Dress Code**

Employees shall be allowed to wear whatever type of clothing they wish provided it meets health and safety requirements. No employee shall be discriminated against because of their dress.

# **ARTICLE 9 - PROBATION PERIOD**

## **9.1 Duration**

An employee shall be on probation for the first three calendar months of their employment.

## **9.2 Rights**

The probationary employee shall be entitled to all rights and privileges of this agreement, except as provided in Article 23 (Medical and Dental).

## **9.3 Review**

There shall be a weekly verbal and/or written review by the full-time permanent employees of the centre. The probationary employee shall have this review discussed with them.

#### **9.4 Performance Review**

Where a performance review of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the performance review. Provision shall be made on the performance review form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the performance review, and the other indicating that the employee disagrees with the performance review.

The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicated disagreement. An employee shall, upon request, receive a copy of this performance review at the time of signing. An employee's performance review 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. The employee may respond, in writing, to the performance review. Such response will be attached to the performance review.

### **ARTICLE 10 - HIRING PROCEDURES**

#### **10.1 Job Postings**

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and union binders, within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position.

The Employer shall not advertise outside the agency for any position until the end of seven calendar days internal posting.

#### **10.2 Appointment Policy**

In making promotions and transfers, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

The Employer shall consult with the Supervisor prior to making appointments.

#### **10.3 Notification to Employee and Union**

Within seven calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted. The Union shall be notified of all appointments.

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

#### **10.4 Right to Grieve**

Where an employee feels that they have been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 27 of this agreement within seven days of being notified of the results.

**ARTICLE 11 - LAYOFF AND RECALL****11.1 Layoff**

If a reduction of staff is necessary, the Employer shall inform the employees. At the request of either party a meeting shall be held and the following procedure adopted:

- (a) The employee with the least amount of seniority will be the first laid off. However, every effort shall be made by the Employer to relocate the laid off person in another suitable position.
- (b) All laid off employees shall automatically be placed on the recall list.
- (c) Each employee, in case of layoff, shall receive one month's notice or one month's pay in lieu of notice.

**11.2 Recall List**

In case of layoff, a recall list shall be established and copies of current recall lists shall be supplied to the employees upon request.

**11.3 Length of Recall**

Any employee shall be on the recall list for a period of one year.

**11.4 Notice of Recall**

Notice of recall shall be made by telephone and email, or if unsuccessful, by registered mail to the last address of the employee known to the Employer. A copy shall be sent to the union office.

**11.5 Salary of Recalled Employees**

The recalled employee shall receive no less than their former salary plus any increments to which they would have become entitled during the period on the recall list.

**11.6 Notice of Current Address**

It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address.

**11.7 Emergency Closure**

Any day other than a Saturday, Sunday or designated holiday on which centre is officially closed shall be designated a closure, and no employee shall suffer any loss of pay.

**11.8 Permanent Closure**

In case of closure of South Hill Child Care Society, each employee shall receive three months' notice or three months' salary in lieu of notice.

**ARTICLE 12 - GENERAL****12.1 Transportation**

When an employee uses their car for day care business, they shall be reimbursed at a rate of 68¢ per kilometer. Reimbursement over \$10 shall only be made after written approval of the Employer of expenses incurred.

## **12.2 Working Conditions**

Working conditions, wages, privileges and benefits at present in force, which are not specifically mentioned in this agreement and are not contrary to its intention, shall continue in full effect and force.

## **12.3 Bulletin Board**

The Employer agrees to provide space for union notices and information on a bulletin board in a permanent and prominent location acceptable to the Union.

## **12.4 Volunteers**

The Employer agrees not to use volunteers to do bargaining unit work.

## **12.5 Legislative Changes**

If legislative increases are made to the *Employment Standards Act* which result in a benefit superior to the current language in this agreement, the entitlements under the *Employment Standards Act* will apply.

# **ARTICLE 13 - LEAVES OF ABSENCE**

## **13.1 Bereavement Leave**

In case of bereavement in the immediate family and close friends and relatives, regular full-time and part-time employees not on leave of absence without pay shall be entitled upon notification to special leave at their regular rate of pay from the date of death to and including the date of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed three working days with pay and an additional two days unpaid for travel.

Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, grandparent, grandchild, child, legal stepchild, sibling, parent-in-law, child's spouse, legal guardian, and legal ward.

## **13.2 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 13.3 (General Leave), there will be no change to eligibility for benefits provided for under Article 23 (Medical and Dental Plans). The Employer shall continue to make payments to Health and Welfare plans in the same manner as if the employee were not absent, where the employee elects to pay their share of the cost of the plan.

## **13.3 General Leave**

(a) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for leave is to be in writing and approved by the Employer. Employees who are requesting leaves for periods of greater than two weeks must have completed at least five years' service with the Employer. Approval shall not be unreasonably withheld.

(b) Upon return from leave of absence, the employee will be placed in their former position or where the position no longer exists in an equivalent position.



### 13.4 Leave for Court Appearances

An employee who is called for jury duty or as a witness shall continue to receive their regular pay less the amount paid in respect of jury duty or as witness fees for a day they are normally scheduled to work.

### 13.5 Leave Respecting Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting death of child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. Notwithstanding Clause 30.2 (Loss of Seniority) there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 23 (Medical and Dental Plans).

### 13.6 Leave Respecting Disappearance of a Child

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. Notwithstanding Clause 30.2 (Loss of Seniority) there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 23 (Medical Dental Plans).

### 13.7 Leave for Taking Courses

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

## ARTICLE 14 - DOMESTIC VIOLENCE LEAVE

*"domestic violence"* means:

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control; or
- (b) a threat or attempt to do an act described in (a) above.

*"intimate partner"* means:

- (a) includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

*"sexual violence"* means:

- (a) any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

**14.1 Exception to Entitlements**

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

**14.2 Place of Work Accommodation**

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

(b) The Employer may require an employee who needs accommodation under Clause 14.2(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

**14.3 Hours of Work Accommodation**

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

(b) The Employer may require an employee who needs accommodation under Clause 14.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

**14.4 Domestic Violence Leave**

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under Clause 14.4(a) if the employee uses the leave of absence for one or more of the following purposes:

(1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

(5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

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

(d) The first 10 days of leave taken under Clause 14.4 (Domestic Violence Leave) is paid leave. Leave taken under Clause 14.4 (Domestic Violence Leave) beyond 10 days is unpaid.

(e) If the employee is a casual employee, the employee's daily hours for each day in Clause 14.4 (Domestic Violence Leave) shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

(f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

(g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

## ARTICLE 15 - PREGNANCY/PARENTAL LEAVE

For the purpose of this article,

- (a) *"Pregnant Parent"* shall be understood to mean the parent who is pregnant with the child.
- (b) *"Partner of the Pregnant Parent"* shall be understood to include a same-sex partner.

### 15.1 Pregnancy Leave

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period later than 17 weeks after the leave begins.
- (c) A request for shorter period under Article 15.1 must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of pregnancy leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Pregnancy leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

### 15.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Article 15.1 (Pregnancy Leave);

(2) in the case of the partner of the pregnant person or the common-law partner of the pregnant parent, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child;

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **15.3 Leave without Pay**

All leave taken under Article 15.1 (Pregnancy Leave) and under Article 15.2 (Parental Leave) is leave without pay.

### **15.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 15.1 (Pregnancy Leave) and 15.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 15.1 (f) (Pregnancy Leave) and/or 15.2 (c) (Parental Leave).

### **15.5 Return from Leave**

(a) On return from leave, an employee will be placed in their former position.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 15.1 (Pregnancy Leave) or 15.2 (Parental Leave).

### **15.6 Benefit Plan**

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

### **15.7 Seniority Rights on Return to Work**

(a) An employee who returns to work after the expiration of the pregnancy and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 15.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### **15.8 Sick Leave Credits**

(a) Prior to the commencement of pregnancy leave, illness arising due to pregnancy may be covered by normal sick leave.

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

### **15.9 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 15.1 (Pregnancy Leave) and 15.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

## **ARTICLE 16 - TRANS INCLUSION**

### **16.1 General Transition Policy**

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

(a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.

(b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.

(c) The Employer will provide safe washroom and change room facilities to all trans workers. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.

(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.

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

### **16.2 Group Benefit Plan**

During the term of this agreement, the Employer will ascertain if their current benefit plan can be amended to include coverage for the costs of gender-affirming care, not covered by provincial health plans as well as coverage for any transition related expenses, not already covered under the benefit plan (for example: wigs, binders, gaffers, electrolysis, breast and penile prosthesis, hormone therapy,

silicon/saline implants, special bras for prosthesis, voice classes, counselling, medical-related travel expenses, etc.). Where there will be no significant increase to premiums, the Employer will implement the change to the benefit plan.

### **16.3 Transition Leave**

The Employer will grant an employee up to 8 weeks of unpaid leave without loss of seniority for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.

## **ARTICLE 17 - VACATIONS**

### **17.1 Vacation Entitlement**

For the purposes of this agreement, vacation entitlement shall be calculated from the date of hiring (anniversary date).

### **17.2 Vacation Schedule**

Employees, who have completed probation, shall be entitled to annual vacation leave, with pay, in accordance with the following:

| <b>Vacation Year</b>           | <b>Entitlement</b>       |
|--------------------------------|--------------------------|
| First to third                 | 20 working days with pay |
| In the Fourth Year of Service  | 21 working days with pay |
| In the Fifth Year of Service   | 22 working days with pay |
| In the Sixth Year of Service   | 23 working days with pay |
| In the Seventh Year of Service | 25 working days with pay |
| In the Eighth Year of Service  | 26 working days with pay |
| In the Ninth Year of Service   | 27 working days with pay |
| In the Tenth Year of Service   | 28 working days with pay |
| Eleventh and Thereafter        | 30 working days with pay |

Vacation leave with pay shall be prorated for partial service and part-time employees, in accordance with the above.

### **17.3 Pay for Vacation**

Rates of pay for employees on vacation shall be those which the employee would have received if they had worked.

### **17.4 Paycheques**

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

### **17.5 Split Vacations**

Employees desiring to take holidays in broken periods shall be entitled to do so subject to the requirements of South Hill Child Care Centre.

## **17.6 Termination**

Any employee terminating their employment will receive the balance of vacation pay owing, according to their anniversary date.

## **17.7 Conflict in Vacation Scheduling**

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees.

## **17.8 Vacation Scheduling**

Employees shall draw up a vacation schedule which is to be posted in the office. The schedule can be changed thereafter by collective agreement of the employees.

## **17.9 Leave of Absence Without Pay**

After five years of service, a staff member shall be entitled to a leave of absence without pay, giving as much notice to both the Employer and other employees. The absence could be requested for up to one year.

# **ARTICLE 18 - PAID HOLIDAYS**

## **18.1 Paid Holidays**

The following have been designated as paid holidays:

|                                           |                   |
|-------------------------------------------|-------------------|
| New Year's Day                            | Family Day        |
| Easter Monday                             | Good Friday       |
| Victoria Day                              | Canada Day        |
| British Columbia Day                      | Labour Day        |
| National Day for Truth and Reconciliation | Thanksgiving Day  |
| Remembrance Day                           | Christmas Eve Day |
| Christmas Day                             | Boxing Day        |

In addition, any other day proclaimed as a holiday by the federal, provincial or municipal governments shall be deemed as a designated holiday.

The South Hill Child Care Centre will be closed on all designated holidays. When a designated holiday falls on a Saturday or Sunday, the centre will be closed on the appropriate day designated by government. Therefore, scheduled hours of work will not be allowed for these days.

## **18.2 Compensation for Holidays Falling on Scheduled Days Off**

When a designated holiday falls on the regular day off of an employee, they shall choose either to be granted an equivalent time off without loss of pay or to be paid an additional day's pay. The time at which the time off is to be taken is to be determined by the employee subject to approval by the majority of employees. Such approval will not be unreasonably withheld.

# **ARTICLE 19 - HOURS OF WORK**

## **19.1 Workday and Workweek**

- (a) Hours of work for all full-time employees shall be 37½ hours per week or 75 hours over two weeks.

- (b) The normal workday shall be seven and one-half hours.
- (c) The regular weekly one hour staff meeting shall be included in the weekly computation of hours worked.

## **19.2 Meal Period**

Employees shall be allowed to take one continuous period for meals of not less than 30 minutes and not more than one hour.

## **ARTICLE 20 - OVERTIME**

### **20.1 Definition**

Overtime is that time worked in excess of 37½ hours per week or in excess of 7½ hours in a day.

### **20.2 Overtime Premium**

- (a) Employees working approved overtime, in excess of 7½ hours per day, shall be compensated as follows:
  - (1) time and one-half for the first three hours;
  - (2) double-time for hours worked in excess of (1) above.
- (b) Employees working approved overtime, in excess of 37½ hours per week shall be compensated as follows:
  - (1) time and one-half for the first 7½ hours;
  - (2) double-time for hours worked in excess of (1) above.

### **20.3 Callback**

An employee called back to work after completing a normal day's work or from a normal day off, a holiday or from vacation, shall be paid at overtime rates for all hours worked and will be paid for a minimum of four hours.

### **20.4 Overtime Minimum**

Overtime shall be paid in ½ hour periods regardless of the time worked in any ½ hour period.

### **20.5 Time Off in Lieu of Overtime Pay**

Time off in lieu of overtime worked may be banked and taken as time off in lieu with the following conditions:

- (a) Total banked overtime hours are not to exceed 15 hours. All overtime in excess of this limit will automatically be paid out.
- (b) Time off in lieu must be taken with the prior approval of the Employer and other employees.
- (c) Time off in lieu of overtime pay will be taken at time and ½ of overtime hours.

### **20.6 Right to Refuse Overtime**

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.



- (b) When an employee is required to work overtime, the Employer shall pay for any dependant care expenses incurred by the employee. Such expenses to be the dependant care expenses normally paid by the employee.

## **ARTICLE 21 - SICK LEAVE**

### **21.1 Definition**

Sick leave will be granted for all physical, emotional and psychological ailments that would significantly impair work ability.

### **21.2 No Discrimination**

No employee shall be discriminated against or lose seniority or be severed because of illness, providing the purpose of the centre or the care and welfare of children is not impacted.

### **21.3 Reporting of Illness**

Where an employee is ill, they must report by telephone or otherwise to an employee of South Hill Child Care Centre, the night before or the morning of the absence. Unreported time loss will be considered unpaid leave, except for emergency situations.

### **21.4 Medical and Dental Appointments**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for an employee shall be permitted, but where any such absence exceeds two hours, the full-time absence will be charged to sick leave credits.

### **21.5 Access to Sick Leave Records**

The Employer shall make sick leave records available upon request of employees.

### **21.6 Paid Sick Leave Entitlement**

Employees shall be entitled to two days paid sick leave, per month, with the right to accumulate sick leave to a maximum of 24 days. When an employee has been absent for more than five continuous days or where a pattern of absences develops, the Employer may request that the employee produce a doctor's note. The cost of obtaining the doctor's note shall be borne by the Employer.

### **21.7 Termination**

Upon termination of employment for whatever reason, an employee will receive:

- (a) the balance of earned but unused sick leave entitlement owing for the current employment year;
- (b) 50% of unused banked sick leave entitlement accumulated for future extended sick leave.

### **21.8 Workers' Compensation**

Following a workplace injury, employees with accumulated sick leave to their credit shall receive their wages and any monies paid, or payable to them by the Workers' Compensation Board to a maximum of 100% of their pre-injury salary. In such cases, there shall be a deduction from the accumulated sick leave bank of only the portion of the employee's time for which they are not compensated by the Workers' Compensation Board.

### **21.9 Extended Sick Leave**

Entitlement to extended sick leave shall be based on length of service and shall come into effect when the employee has been continuously ill for 10 or more working days. In case of such a lengthy illness, the employee shall apply for sick leave benefits as provided under the *Employment Insurance Act*.

### **21.10 Sick Leave during Pregnancy**

- (a) Illness arising due to pregnancy during employment and prior to pregnancy leave may be charged to normal sick leave credits.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected case of German measles or any other disease or condition which could be harmful to pregnancy in the place of employment. They may use sick leave until all danger from such disease or condition no longer exists.

## **ARTICLE 22 - WORKING CONDITIONS**

### **22.1 Petty Cash**

The Employer shall allocate \$300 per month for petty cash. This sum will be used at the discretion of the employees who shall keep proper records of its use.

### **22.2 New Employees**

The Employer agrees to hire the following employees:

- (a) a janitor for 10 hours per week (or equivalent janitorial service satisfactory to the employees); and
- (b) sufficient child care workers to meet child care ratios.

### **22.3 Provincial Health Standards**

The Employer agrees to make the necessary improvements to the South Hill Child Care Centre to enable the centre to meet provincial health standards.

### **22.4 Child Limit**

The number of children for which South Hill Child Care Centre is licensed as of the date of signing of this agreement shall not be changed except with the written consent of the majority of the employees and written approval of the Employer.

## **ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

### **23.1 Conditions**

The Union and the Employer agree to fully comply with regulations made pursuant to the *Workers Compensation Act*, the *Employment Standards Act*, or any other statute of the Province of British Columbia pertaining to the working environment which is applicable to the Employer. First aid attendants, kits, and equipment will be supplied in accordance with this section.

### **23.2 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 will receive payment for the remainder of their shift without deduction from sick leave.

### **23.3 Transportation of Accident Victims**

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

### **23.4 Working Hazards**

To the extent that it is reasonably possible the Employer agrees to maintain office furniture and equipment in a safe condition in order to avoid injury to employees. Employees, for their part and in their own interest, agree to advise the Employer of any such potentially injurious equipment.

### **23.5 Unsafe Working Conditions**

No employee will be disciplined for refusal to work on a job which is unsafe. After an on-site inspection by the appropriate authority and discussion with the Employer and where the appropriate authority finds that a condition is unsafe or unhealthy for continued employment at that site, employees will not be assigned to that site until conditions have been corrected. Employees so affected will receive their regular rate of pay. The Employer will have the right to re-assign employees to other duties.

### **23.6 Supply and Maintenance of Equipment**

A permanent employee will not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies.

### **23.7 Children's Immunization Record**

The Employer will ensure that before enrolment, every child enrolled in a day care has an up-to-date immunization record.

### **23.8 Communicable Diseases and Parasitic Infestations**

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestation.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform employees about the inherent risk of the communicable diseases or parasitic infestations.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an Employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.
- (e) The Employer will ensure that a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease is in place.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

**23.9 Strain Injury Prevention**

- (a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.
- (b) The Union and Employer designated safety representatives will, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
  - (1) the work methods and practices;
  - (2) the layout and condition of the workplace and workstation;
  - (3) the characteristics of objects or equipment handled;
  - (4) the environmental conditions;
  - (5) the physical and psychological demands of work;
  - (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Union and Employer designated safety departments.
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in.
- (d) Such advice will be sought from resources which will include the worker health and safety representatives.

**ARTICLE 24 - MEDICAL AND DENTAL PLANS**

- (a) The Employer shall pay the following for all employees who work less than 20 hours per week, after a probationary period of three months:
  - (1) 50% of all the premiums of the Extended Health Benefits and Dental Plan.
- (b) The Employer shall pay the following for all employees who work 20 or more hours per week, after a probationary period of three months:
  - (1) 100% of all the premiums of the Extended Health Benefits and Dental Plan.

**Dental:**

- (c) Reimbursement rates for the Dental Plan are as follows:
  - (1) Plan A - 100%;
  - (2) Plan B - 80%;
  - (3) Plan C - 50% (lifetime maximum of \$3,500).
- (d) Effective on the date of ratification:
  - (1) There should be no deductible for Dental benefits,
  - (2) Vision benefits shall be increased to \$350 every 24 months.
- (e) The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the Employer will pay 100% of the premium for post-probationary employees who work 20 hours or more and 50% of all

premiums for post-probationary employees who work less than 20 hours a week on the same basis as exists in the 2017-2020 collective agreement.

(f) The negotiated plans will form a part of this Agreement.

(g) In the event that the Employer initiates a change in the contract carriers during the life of this Agreement, it will so advise the Union. The Employer agrees that the benefit levels outlined in the contracts will not be altered or reduced without the consent of the Union.

## **ARTICLE 25 - JOB CLASSIFICATION**

### **25.1 List of Classifications**

There shall be the following job classifications: Teacher Supervisor, Teacher Assistant Supervisor, Teacher Aide, Teacher Assistant Aide, Substitute and Unqualified Substitute.

### **25.2 Job Descriptions**

All job classifications covered by the bargaining unit shall have written job descriptions.

### **25.3 Copies of Job Description**

Each employee, upon date of hire, shall be given a copy of their job description.

### **25.4 New Classifications**

Any new classifications (including job descriptions and rate of pay) during the life of this agreement, shall be mutually agreed upon by the employees and the Employer.

## **ARTICLE 26 - DISCHARGE**

### **26.1 Burden of Proof**

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

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

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports.

(b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

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

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

(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.

#### **26.4 Reinstatement for Unjust Cause**

If, as a result of the grievance procedure, it is found that an employee has been dismissed for unjust cause, that employee shall be reinstated in their former position without loss of seniority or benefits and shall be compensated by the Employer for all time lost, retroactive to the date of dismissal.

#### **26.5 Benefits**

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

### **ARTICLE 27 - GRIEVANCE PROCEDURE**

#### **27.1 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.

#### **27.2 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 their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance, but shall submit through another steward or union staff representative.

#### **27.3 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 27.4 must do so not later than 30 days after the date:

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

#### **27.4 Step 2**

- (a) Subject to the time limits in Clause 27.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and

- (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**27.5 Time Limit to Reply to Step 2**

- (a) Within 10 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 14 days of receiving the grievance at Step 2.

**27.6 Step 3**

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

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

**27.7 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.

**27.8 Failure to Act**

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

**27.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 28, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

**27.10 Amending of Time Limits**

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

**27.11 Dismissal or Suspension Grievance**

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

**27.12 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.

**27.13 Policy Grievance**

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

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 28.

**27.14 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 28 - ARBITRATION****28.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 27, 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.

**28.2 Appointment of 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 A.

**28.3 Procedure**

The Arbitrator may determine their own procedure in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. They shall hear



and determine the difference or allegation and shall make every effort to render a decision within 30 days of their first meeting.

#### **28.4 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 they deem just and equitable. However, the Arbitrator shall not have the power to change this agreement or alter, modify or amend any of its provisions.

#### **28.5 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.

#### **28.6 Expenses of Arbitrator**

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

#### **28.7 Amending of 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.

#### **28.8 Witness**

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

#### **28.9 Expedited Arbitration**

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 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 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 single arbitrators 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 28.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

#### **ARTICLE 29 - PICKET LINES**

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

#### **ARTICLE 30 - SENIORITY**

##### **30.1 Definition**

Seniority shall mean length of service at South Hill Child Care Centre and shall be credited for all service prior to certification of the bargaining unit.

##### **30.2 Loss of Seniority**

- (a) A regular employee on an approved leave of absence exceeding 30 calendar days shall neither lose nor accrue seniority.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
- (c) An employee shall lose their seniority rights in the event that:
  - (1) they are discharged for just cause;
  - (2) they voluntarily terminate their employment;
  - (3) they are on layoff for more than one year;
  - (4) they becomes an auxiliary employee.

## **ARTICLE 31 - PROFESSIONAL DEVELOPMENT**

### **31.1 Professional Day**

An employee may take two days a year to take part in courses, conferences, workshops, institutes, evening meetings, or in-service training sessions; subject to the mutual agreement of the Employer and employees. Leave under this clause will be paid at straight-time.

### **31.2 Program Development Day**

One day per year will be designated as a Program Development Day. On this day the centre will be closed to enable staff to collectively discuss all aspects of the centre. The date of this closure shall be set by a mutual decision of the employees and the Employer at least 10 days before the proposed date.

### **31.3 Job Training**

Employees are encouraged to take upgrading and courses and practicum to qualify as supervisors. An employee wishing to take courses or practicum shall apply in writing to the Employer and other employees. The employee shall receive a reply from the Employer in seven days. The employee shall not suffer a loss of pay for taking such a course based on the agreement that the employee shall continue working for South Hill Child Care Centre for eight months following completion of course, unless this requirement is waived by the Employer and employees due to unforeseen circumstances.

### **31.4 Professional Development Fund**

Employees are encouraged to engage in professional development. To support the continuing education and professional development of its employees, the Employer agrees to create a professional development fund for each employee of \$100 per year.

## **ARTICLE 32 - GROUP REGISTERED RETIREMENT SAVINGS PLAN**

(a) All regular employees, upon successful completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within 90 days of the plan coming into effect or upon completion of the probationary period.

(b) Employee contributions to the plan through payroll deduction will be on one of the following basis:

- 1% of regular earnings; or
- 2% of regular earnings; or
- 3% of regular earnings; or
- 4% of regular earnings; or
- 5% of regular earnings.

(c) The Employer will match the contributions made by each employee.

(d) Employees may increase or decrease their contribution levels, as noted in (2) above, on January 1 of each year by providing at least 30 days' written notice to the Employer.

**ARTICLE 33 - WAGES**

(a)

| <b>Classification</b>        | <b>Current</b> | <b>Sept. 1, 2023<br/>5%</b> | <b>Sept. 1, 2024<br/>5%</b> | <b>Sept. 1, 2025<br/>5%</b> |
|------------------------------|----------------|-----------------------------|-----------------------------|-----------------------------|
| Teacher Supervisor           | 39.14          | 41.10                       | 43.15                       | 45.31                       |
| Teacher Assistant Supervisor | 28.41          | 29.83                       | 31.32                       | 32.89                       |
| Teacher Aid                  | 24.52          | 25.75                       | 27.03                       | 28.38                       |
| Teacher Assistant Aide       | 23.81          | 25.00                       | 26.25                       | 27.56                       |
| Substitutes                  | 20.42          | 21.44                       | 22.51                       | 23.64                       |
| Unqualified Substitutes      | 17.39          | 18.26                       | 19.17                       | 20.13                       |

All wage classifications or positions listed in Article 33 shall be increased as following:

- September 1, 2023      5%
- September 1, 2024      5%
- September 1, 2025      5%

(b) The new rate shall be rounded to the nearest whole cent or dollar as applicable.

(c) The parties agree to a wage reopener should additional funding become available from the provincial or federal government or other.

(d) Notwithstanding the wage schedule in (a), the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus union dues, rounded up to the nearest penny.

(e) Where applicable, retroactive payment for wage increases will be provided to all employees at time of ratification, including employees on leave.

**ARTICLE 34 - TERM OF AGREEMENT**

This agreement shall be in full force and effective from and including September 1, 2023 to and including August 31, 2026. All articles of this agreement shall remain in full force and effect from year to year thereafter unless either party, at least 30 days immediately preceding the date of expiry of this agreement, gives to the other party written notice of its desired changes.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Rakshin Kandola  
President

\_\_\_\_\_  
Usha Saroha  
Bargaining Chair

\_\_\_\_\_  
Mary Lourdes Delos Reyes  
Bargaining Committee

\_\_\_\_\_  
Larisa Mills  
Staff Representative

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

**APPENDIX A**  
**Arbitrators**

Pursuant to Clause 28.2, the following individuals will hear arbitration cases:

- Marguerite Jackson
- Vince Ready
- Robert Pekeles
- Joan Gordon
- Chris Sullivan