

COLLECTIVE AGREEMENT

between the

MONTESSORI DAY CARE SOCIETY

and the

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

Effective from September 1, 2019 to August 31, 2024

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the B.C. Government and Service Employees' Union.
- (b) The parties to this agreement share a desire to improve the quality of service to the public of British Columbia. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached, the matter will be sent to arbitration as provided in Article 10 - Arbitration.

1.3 No Discrimination

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

The Employer and the Union agree that there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression, or criminal or summary conviction that is unrelated to the employment of that person.

1.4 Use of Terms

- (a) *Gender Neutral Terms*

Throughout the agreement, gender neutral terms will be used.

- (b) *Singular and Plural*

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

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.1 Employee Defined

- (a) *Full-Time Employees*

A full-time employee is one who is appointed to a full-time position and is regularly scheduled to work full-time shifts. A full-time employee is entitled to all the benefits outlined in this agreement.

- (b) *Part-Time Employees*

A regular part-time employee is one who is regularly scheduled for a minimum of 20 hours per week with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14 - Hours of Work. A regular part-time employee regularly scheduled for a minimum of 20 hours per week is entitled to all benefits of this agreement on a prorated basis except as provided for in Article 26 - Health and Welfare Benefits.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit will comprise all employees included in the certificate issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement will be sent to the President of the Union or their designate.

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 article in this agreement will be forwarded to the President of the Union or their designate.

The Union agrees that all correspondence between the Union and the Employer will be sent to the appropriate employer designate.

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

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

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

The duties of stewards will include:

- (a) Investigation of complaints of an urgent nature.
- (b) Investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure.
- (c) Supervision of ballot boxes and other related functions during ratification votes.

- (d) Carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention.
- (e) Attending meetings called by the Employer.

3.7 Bulletin Boards

The Employer will provide bulletin board facilities for the exclusive use of the Union where the Employer can obtain permission to do so, the sites to be determined by mutual agreement. The use of such bulletin board facilities will be restricted to the business affairs of the Union.

3.8 Union Insignia

A union member will have the right to wear or display the recognized 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 will be surrendered upon demand.

3.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement will have the right to refuse to cross a picket line arising out of a dispute as defined in the operative provincial labour legislation. Any employee failing to report for duty will be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.

3.10 Time Off for Union Business

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

- (a) *Without Pay*
 - (1) To an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated.
 - (2) For elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment.
 - (3) For employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee.
 - (4) To employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body.
 - (5) Leave for negotiations with the Employer.
 - (6) To stewards to maintain all bulletin boards and binders.
 - (7) Leave for union observer.
 - (8) For employees selected for a full-time position with the Union for a period of one year.
 - (9) For an employee elected to any body to which the Union is affiliated for a period of two years and the leave will be renewed upon request.
 - (10) For an employee elected to the position of president or treasurer of the B.C. Government and Service Employees' Union for leave up to three years. Leave will be renewed upon request.

(11) The return date of an Employee returning from leave under Subsections (9) and (10) of this section, will be mutually agreed upon by the Employee and the Employer.

(b) *Without Loss of Pay*

(1) To stewards, or their alternatives, to perform their duties pursuant to Clause 3.6 - Recognition and Rights of Stewards;

(2) To employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;

(c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of this (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article will include sufficient travel time, where necessary.

3.11 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

3.12 Labour Relations Code

The parties hereto subscribe to the principles of the *Labour Relations Code* of British Columbia.

ARTICLE 4 - UNION SECURITY

(a) All employees in the bargaining unit who on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership within completion of 30 days as an employee.

(c) Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

(a) The Employer will, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) The Employer will deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted.

(d) All deductions will be remitted to the President of the Union before the 15th calendar day of each month following the date of deduction and the Employer will also provide to the Union with every

regular dues remittance the information provided in the chart below. The information will be provided electronically in the file format “.csv”.

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job / Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

(e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount will be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union will be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.

(g) The Employer will supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1st of the succeeding year.

(h) An employee will, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.

(i) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment.

ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular

working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union at a time that does not interfere with maintaining the staff/child ratio.

ARTICLE 7 - MANAGEMENT RIGHTS

The Union agrees that the management and direction of the Employer's business and employees is vested exclusively in the Employer subject only to such restrictions governing the exercise of those rights as are expressly provided in this agreement.

Subject to the above, all employees will be governed by all policies, procedures and guidelines as adopted by the Employer and published to employees.

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union will supply the Employer with the names of its officers and similarly the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.2 Union Bargaining Committee

A union bargaining committee will be appointed by the Union and will consist of up to three members of the Union, with a maximum of one from any one program, together with the President of the Union or their designate. The Union will have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

8.3 Union Representatives

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

8.4 Labour/Management Committee

- (a) There will be established a Labour/Management Committee composed of members equal in number, represented by the Employer and the Union. The maximum size will be four union representatives and four employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and will set guidelines and operating procedures for such committees.

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

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

(c) The Committee will 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 misunderstandings.

(d) Labour/Management delegate(s) will be appointed by the Union and will be employees of Montessori Day Care Society.

(e) The Labour/Management delegate(s) will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Labour/Management delegate(s) will not supersede the activities of any other committee of the Union or of the Employer and will not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussion.

(f) The minutes from such meetings will be made available at the day care for the employees' use. Any errors or omissions will be corrected at the next regular board meeting.

(g) Labour/Management delegates(s) will not suffer any loss of basic pay for time spent as a labour management delegate.

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 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;

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

9.2 Step 1

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

9.3 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 9.4 - Step 2, must do so no later than 30 calendar days after the date:

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

9.4 Step 2

(a) Subject to the time limits in Clause 9.3 - Time Limits to Present Initial Grievance, the employee may present a grievance at this level by:

- (1) Recording this grievance on the appropriate grievance 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.
- (3) Transmitting this grievance to the immediate supervisor and/or designate through the union steward.

(b) The immediate supervisor will:

- (1) Forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2.
- (2) Provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limits to Reply to Step 2

(a) Within 10 calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The Employer's designate at Step 2 will reply in writing to the Union within 14 calendar days of receiving the grievance at Step 2.

9.6 Step 3

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

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

9.7 Time Limit to Reply at Step 3

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

9.8 Failure to Act

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

9.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10 – Arbitration, 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.

9.10 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 or a reply is presented by mail, it will be deemed to be presented on the day on which it is postmarked and it will be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate will be by certified mail or facsimile.

9.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

9.12 Deviation from Grievance Procedure

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

9.13 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute will be discussed initially with the Employer or the Union, as the case may be, within 30 days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 - Arbitration of this agreement.

9.14 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance will be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board will have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to

determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

9.15 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate.

ARTICLE 10 - ARBITRATION

10.1 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 9 - Grievances, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

10.2 Appointment of Arbitrator

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

- Julie Nichols
- John McConchie
- Chris Sullivan
- Corinn Bell

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

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

10.7 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.

10.8 Witnesses

At any stage of the grievance or arbitration, 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.

10.9 Expedited Arbitration

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

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

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

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

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

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

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

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

(g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.3 - Board Procedure.

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Dismissal and Suspension

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

(a) The Employer, or any specifically authorized excluded representative of the Employer, may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension will be in writing and will set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, they will be given the reason in writing, in the presence of a steward providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice will be forwarded to the President of the Union or the designated staff representative within five working days.

(b) "*Suspension*" - A suspension of indefinite duration will be considered a dismissal under Clause 11.1 - Dismissal and Suspension above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as dismissal grievance.

11.2 Burden of Proof

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

11.3 Right to Grieve Other Disciplinary Action

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

(b) An employee will 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 will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.

(d) At the employee's request, any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.4 Performance Review

Where a performance review of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review the performance review. Provision will be made on the performance review form for an employee to sign it. The form will 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 will sign in only one of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicates disagreement. An employee will, upon request, receive a copy of this performance review at the time of signing. An employee's performance review will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will 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.

11.5 Personnel File

(a) An employee or the President of the Union or their designate, with the written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references. The file will be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of the entries as requested. The employee or the President, as the case may be, will give the Employer five working days' notice prior to having access to such information.

(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.

11.6 Right to Have Union Representative Present

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

(b) A steward will have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

11.7 Abandonment of Position

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

11.8 Probation for Newly Hired Employees

(a) The Employer may reject a probationary employee for just cause. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.1 - Dismissal and Suspension of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for supervisory and professional employees registered by a recognized association, will be six months worked. The probationary period for all other employees will be three months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months worked, based on the normal hours of work of a full-time employee.

(c) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 - Grievances of this agreement commencing at Step 3.

11.9 Employee Investigation

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 will be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

The Employer will make every effort to complete its investigation within 14 days. The Employer will notify the President of the Union or their designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) "Service Seniority" means an employee's length of service with the Employer. Employees will be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this agreement. Service seniority for part-time employees will be prorated on the basis of one year's service seniority based on the equivalent annual hours of work for a full-time employee.

(b) When two or more employees have the same service seniority and when mutual agreement cannot be reached, then seniority will be determined by chance.

Note: Current part-time employees who have their seniority calculated from the date of hire will be credited with the equivalent number of full-time hours for each year of service and convert to the above language on a date to be determined by the parties.

12.2 Seniority List

(a) The Employer will prepare once every six months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification.

(b) The regular seniority list will be posted by the Employer for 30 days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Employer will provide the Union and the bargaining unit Chairperson with a copy of the seniority list upon request.

12.3 Loss of Seniority

An employee will not accrue seniority when on leave of absence without pay for leave periods over 30 days' duration. An employee will continue to accrue seniority if they are absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer or on a leave under Part 6 of the *Employment Standards Act*. An employee will lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.5 - Bridging of Service, an employee voluntarily terminates their employment or abandons their position;
- (c) they are on layoff for more than one year;
- (d) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fail to return to work within 14 days;
- (e) they are permanently promoted to an excluded position and have passed probation.

12.4 Re-Employment

An employee who resigns their position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and other fringe benefits, subject to any benefits plan eligibility requirement.

12.5 Bridging of Service

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

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

12.6 Seniority for Change in Status

A regular employee who changes their status from full-time to part-time will retain seniority and accumulated sick leave and vacation leave entitlements at the rate at which they were earned.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

"*Layoff*" includes 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.

Where a regular employee is hired into a position in a program which is subject to seasonal closures, and such closures are identified in job postings and letters of employment, then the employee will only be eligible to bump other employees in accordance with Clause 13.3 - Layoff, if the period of layoff exceeds the duration of the seasonal closure by two or more weeks.

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under Clause 13.3 - Layoff. The Employer may canvass employees in order to invite:
- (1) placement into a vacant, regular position in the employee's classification;
 - (2) placement into a vacant regular position in another classification for which they are qualified and would not be a promotion;
 - (3) placement on the auxiliary call-in and recall lists with no loss of seniority;
 - (4) resignation with severance as provided for in Article 13 - Layoff and Recall.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.
- (c) 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.

13.3 Layoff

Both parties recognize that job security will increase in proportion to length of service. Therefore in the event of a layoff, the following will apply:

- (a) Employees will be laid off by classification within a work location in the reverse order of seniority.
- (b) An employee designated for layoff will have the right to bump into another position within the bargaining unit for which they are qualified, according to the amount of their seniority.
- (c) Bumping will proceed as follows:
- (1) A full-time employee will displace the least senior full-time employee in their own classification. Where the least senior employee in the affected classification is a part-time employee, then the full-time employee designated for layoff will have the option of displacing the least senior full-time employee or the least senior part-time employee.

A part-time employee will displace the least senior part-time employee.
 - (2) If the employee does not have sufficient seniority to displace any of the employees in their own classification, the above process will be repeated for those classifications carrying a rate of pay next closest to the employee's current rate.
 - (3) The above process will also apply to those employees displaced as a result of bumping.
- (d) Displacements will not result in promotion.
- (e) Bumping rights must be exercised within five days of notification of layoff by providing written notice to the Employer.

13.4 Recall

- (a) Employees will 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 will be sent by certified mail. Employees must accept recall within five days of receipt of the certified mail.

- (b) The recall period will be one year.
- (c) New employees will not be hired until those laid off in that classification have been given an opportunity of recall.

13.5 Reduction in Hours

- (a) Reduction in hours will 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 hours will have the right to choose layoff as per Clause 13.3 - Layoff.
- (c) Any regular employee offered a reduction of hours will be given two weeks' notice of the reduction.

13.6 Advance Notice

The Employer will 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;
- (b) two weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment;
- (c) three weeks' notice and/or pay in lieu of notice after three 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.

13.7 Grievance on Layoffs and Recalls

Grievances concerning layoff and recalls must be initiated at Step 2 of the grievance procedure.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

For the purpose of this article, "*day*" means a 24 hour period commencing at 00:01 hours; "*week*" means a period of seven consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours the following Sunday.

14.2 Hours of Work

The hours of work of a full-time employee will be 37.5 hours per week including one-half hour paid rest period each day.

14.3 Work Schedules

- (a) Shifts subject to rotation will be rotated on an equitable basis, subject to operational requirements.
- (b) The 37.5 hour workweek may, with mutual agreement, be worked in a period of less than five days.
- (c) Except by agreement between the Employer and the employee, employees will not be required to work in excess of five consecutive shifts without receiving two consecutive days off.

14.4 Rest Periods and Meal Breaks

- (a) All employees will have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period, provided the staff to child ratio can be maintained. It is understood that meal breaks and rest periods may be combined subject to operational requirements. The meal period will be a one half hour unpaid meal break.
- (b) Employees working a shift of four hours, but not more than six hours, will receive one rest period during such a shift provided the staff to child ratio can be maintained.

14.5 Notice of New Shift Schedules

Shift schedules will be posted at least seven days in advance of the starting day of a new schedule.

14.6 Job Sharing

Employees may request job sharing a regular full-time position. Such job sharing arrangements will be with the prior approval of the Executive Director and will not result in added cost to the Employer.

14.7 Additional Hours for Part-Time Employees

Regular part-time employees will be offered any additional hours available in the child care centre before casuals, provided the additional hours do not result in overtime. However, where a new employee requires an orientation the Employer may schedule the new employee for up to five shifts before offering the hours to the part-time employee.

14.8 Administration Time

Time will be made available to the regular Program Supervisor, or their designate, as required for the purposes of performing administrative duties.

ARTICLE 15 - OVERTIME

15.1 Definition

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime will be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one program are obligated to inform the Employer or designate and receive approval if they asked to work hours that would result in overtime.

15.3 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily full-time hours.

15.4 Recording of Overtime

Employees will record starting and finishing times for overtime worked on a form determined by the Employer.

15.5 Sharing of Overtime

Overtime work will be allocated equitably considering availability, qualifications, and location of employee.

15.6 Overtime Compensation

- (a) One and one-half times the employee's regular wage for:
 - (1) any time worked over 7.5 hours, if fewer than 7.5 hours were scheduled for that day;
 - (2) any time worked over the number of hours scheduled, if 7.5 or more hours were scheduled for that day.
- (b) Double-time the employee's regular wage for any time worked over 12 hours that day.
- (c) Overtime will be paid out. By mutual agreement between the Employer and employee, overtime may be taken as paid time off in lieu. Such time off will be taken at the rate it is earned at. Overtime must be pre-approved by the Executive Director or designate.

15.7 Overtime for 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 their regular working day, will be paid at the rate of straight-time for the hours so worked, up to 7.5 hours per day and 37.5 hours per week.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, will be paid at the rate of straight-time for the days so worked up to 7.5 hours per day and 37.5 hours per week.
- (c) Overtime rates will apply to hours worked in excess of (a) and (b) above.

15.8 No Layoff to Compensate for Overtime

Employees will not be required to layoff during regular hours to equalize any overtime worked.

15.9 Staff Meetings, Evening Events and Parent Conferences

Employees will be paid at straight-time rates for attendance at staff meetings, evening events and parent conferences. By mutual agreement between the Employer and employee, such time may be taken as paid time off in lieu. Time off in lieu will be taken in the fiscal year in which it was earned and at a time mutually agreed upon by the employee and the Executive Director. Time in lieu may not exceed 37.5 hours per fiscal year.

ARTICLE 16 - HOLIDAYS**16.1 Paid Holidays**

(a) The Employer recognizes the following as paid holidays:

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

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

(c) The Day Care Centre will be closed from December 24th to January 1st, inclusive. Employees will suffer no loss of pay for such closure.

16.2 Holiday Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday will be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), will be deemed to be the holiday for the purpose of this agreement.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on a regular employee's day of rest, the Employer will make every reasonable effort to give the employee a lieu day with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day will be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

16.4 Holiday Falling on a Workday

A regular employee who works on a designated holiday which is a scheduled workday will be compensated at the rate of time and one-half for the hours worked plus a day off in lieu of the holiday.

16.5 Holiday Coinciding With a Day of Vacation

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

16.6 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 working days preceding their holiday, in which case they will receive the higher pay.

16.7 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 will 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 will be provided.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

ARTICLE 17 - VACATION

17.1 Calendar Year

The vacation year will be from September 1st to August 31st, of each year.

17.2 Vacation Entitlement

Post-probationary employees will be eligible for the following vacation entitlement with pay:

- (a) *Less than one year continuous service at January 1st*
- one working days' vacation for each month of continuous service, to a maximum of 10 days' vacation;
- (b) *First and second year - after one year's continuous service*
- 15 working days' vacation;
- (c) *Third to sixth year - after three years' continuous service*
- 20 working days' vacation;
- (d) *Seventh to 14th year - after seven years' continuous service*
- 25 working days;
- (e) *15th and subsequent years - after 15 years of continuous service*
- 30 working days.

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

17.3 Vacation Scheduling

- (a) Employees will submit their vacation requests to the supervisor on or before:
- (1) December 1st for the period January 1st through April 30th; and
 - (2) April 1st for the period May 1st through December 31st.
- (b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, will not be entitled to exercise their seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.
- (d) Vacation schedules, once approved by the Employer, will not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

(e) An employee transferred by the Employer will maintain their vacation period and no other employee's vacation time will be affected thereby.

17.4 Accumulation or Carryover of Vacation

A regular employee may carryover up to five days' vacation leave per year except that such vacation carryover will not exceed 10 days. Up to 10 days of the vacation entitled may be deferred until the next year with prior written approval. Such deferred vacation must be taken within the third vacation year.

17.5 Termination of Employment

The Employer will pay the terminating employee for all vacation days owed to them at the rate of pay at which it was earned.

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

17.6 Vacation Credits upon Death

Earned, but unused vacation entitlement will be made payable upon the employee's death, to the employee's dependant, or where there is no dependant, to the employee's estate.

17.7 Workers' Compensation

(a) Notwithstanding Clause 17.2 - Vacation Entitlement, when an employee returns from an approved Workers' Compensation Board claim they will be entitled to their full vacation entitlement with pay within the fiscal year of their return to work.

(b) In the event an employee returns to work with insufficient time to utilize their vacation, they will be allowed to carry over vacation entitlement as per Clause 17.4 - Accumulation or Carryover of Vacation, the balance will be paid out at the end of the fiscal year August 31st.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

(a) A regular full-time or part-time employee who has completed their probationary period will accrue sick leave credits at the rate of one and one-quarter days per month to a maximum of 15 days per year.

(b) Part-time employees will earn sick leave entitlement on a prorated basis.

(c) A maximum of 15 days may be carried over to the following year.

(d) All sick leave credits are cancelled when an employee's employment is terminated.

18.2 Employee to Inform Employer

The employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury. The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.

18.3 Sick Leave Records

Upon request an employee will be advised in writing annually of the balance of their sick leave credits used to date and the balance remaining.

ARTICLE 19 - SPECIAL AND OTHER LEAVES

19.1 Bereavement Leave

Bereavement leave of absence of three days with pay will be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This will include parent (or alternatively stepparent or foster parent), spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two days without pay may be taken associated with travel.

19.2 Full-Time Union or Public Duties

The Employer will grant, on written request, leave of absence without pay and without loss of seniority:

- (a) For employees seeking election in a municipal, provincial, or federal, First Nations or other Aboriginal election for a maximum of 90 days;
- (b) For employees elected to public office for a maximum period of five years;

19.3 Leave for Taking Courses

- (a) An employee will be granted leave with pay to take courses if required by the Employer. When such leave is granted, the Employer will bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course required books. The Employer will also reimburse the employee for their travelling expenses either public transportation or mileage as outlined under Clause 25.6 - Rate of Pay on Reclassification, and reasonable receipted meal expenses will be reimbursed where the course attended is 25 kilometre outside the worksite radius.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

19.4 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, subject to operational requirements. Request for leave is to be in writing and approved by the Employer. Approval will 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.

19.5 Elections

Any employee entitled to vote in a federal, provincial, municipal, First Nations or other Aboriginal election, or a referendum will be entitled to leave to cast their ballot in accordance with applicable legislation.

19.6 Educational Leave

- (a) Upon written request, employees may be granted two days' paid educational leave days per year to observe other day care centres, or to attend seminars, workshops, or training sessions which will be of benefit to their professional development. Such leave will not be unreasonably withheld by the Executive Director except where bona fide operational requirements cannot be met.

(b) Employees will be entitled to an education allowance of \$250 per year for the purposes of enrolling in courses, pursuant to (a) above. Employees that have taken leave under Clause 19.3(a), in relation to a Montessori training course (or that will be expected to do so during the year), will only be entitled to additional leave under Clause 19.6 at the sole discretion of the Executive Director, and no monetary education allowance will apply to such employees.

19.7 Jury Duty

(a) The Employer will grant leave without pay to employees, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs. The Employer will pay all related travel costs not paid for by the courts.

(b) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

19.8 Professional Development

The centre will close on two days during the year for staff education as required at the discretion of the Executive Director.

ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

20.1 Maternity Leave

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

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

(c) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and must end no later than 17 weeks after the leave begins.

(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 they are able to perform their duties.

(e) Any further leave granted beyond the normal 17 week period will be unpaid leave without benefits.

20.2 Parental Leave for Birth and Adopting Parents

(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) Where both parents are employees of the Employer, the employees will determine the apportionment of parental leave between them.

- (c) Upon application, employees will be granted parental leave as follows:
- (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 20 - Maternity and Parental Leave;
 - (2) in the case of the birth father, 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, or the common-law partner of the birth mother, including a same-sex partner, 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.
- (d) 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.

20.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 20.1 - Maternity Leave and 20.2 - Parental Leave for Birth and Adopting Parents in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clauses 20.1(e) and/or 20.2(d). Where an employee is granted total maternity leave under Clauses 20.1(b) and 20.1(e) of greater than 78 weeks, the employee will not be entitled to parental leave under Clause 20.2 - Parental Leave for Birth and Adopting Parents except as provided in 20.2(d).

20.4 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 20.1 - Maternity Leave and 20.2 - Parental Leave for Birth and Adopting Parents will provide the Employer with at least one month's written notice. On return from leave, an employee will be placed in their former position or where the position no longer exists in a position of equal rank and basic pay.

20.5 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 62 weeks.

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

20.6 Sick Leave

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

20.7 Vacation

- (a) The employee will retain vacation credits they had accrued immediately prior to commencing the leave and will continue to earn vacation entitlement for the period of time covered by the approved leave. In the case of an employee who extends their leave for other than approved medical reasons, vacation entitlement will not be earned during the extended leave period.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clauses 21.1 - Conditions or 21.2 - Working Environment.

20.8 Extended Child Care Leave

- (a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 20.1 - Maternity Leave and 20.2 - Parental Leave for Birth and Adopting Parents, an employee will be granted a further unpaid leave of absence not to exceed 12 months. An employee will neither lose nor accrue seniority while on extended child care leave.
- (b) An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee will be placed in their former position, or where the position no longer exists in a position of equal rank and basic pay.

20.9 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity 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 be deemed to have resigned on the date upon which their leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if they do not return to work on the date specified in the notice of return from leave.

ARTICLE 21 - SAFETY AND HEALTH

21.1 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, will be fully complied with.

21.2 Working Environment

The parties agree that a safe and clean working environment is essential to carry out work assignments in a satisfactory manner.

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.

It will be the Employer's responsibility to ensure that the outdoor playground area is professionally cleaned twice per year.

21.3 Safety Committee

The parties agree that an 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.

It is agreed that the Labour/Management Committee will also act as the Occupational Health and Safety Committee.

21.4 Unsafe Work Conditions

No employee will be disciplined for exercising their right to refuse to do unsafe work pursuant to Section 3.24 of the *Industrial Health and Safety Regulations*.

21.5 Employee Check-in

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

21.6 First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* will 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 renewing this certificate will be borne by the Employer.

21.7 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) The Employer will inform employees about the inherent risks of communicable diseases.
- (c) The Employer will provide and pay for pre-exposure Hepatitis B Vaccinations to employees at risk of work-related exposure as determined by the Medical Health Officer (MHO) of the Public Health Unit.
- (d) 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 as determined by the Medical Health Officer (MHO) of the Public Health Unit, at no cost to the employee.

21.8 Workplace Aggression

Employees who, in the course of their duties, may be exposed to aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes.

The Employer will provide the employee with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee will be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate debriefing and counselling for individuals who have been traumatized will be made available to employees. Where an employee requires time off to attend debriefing it will be without loss of pay.

Employees may request a transfer because of physical aggression or verbal abuse.

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 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"*Technological change*" will mean:

- (a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business.
- (b) A change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

Technological change will not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

22.2 Advance Notice

Where the Employer is aware of an impending change ahead of time, the Employer will notify the Union 60 days or with as much notice as possible before the introduction of any technological change.

Within 14 days of the date of the notice under this article, the Union and the Employer will commence discussions as to the effects of the technological change and in what way, if any, this agreement should be amended.

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

24.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and union binders, within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position.
- (b) The Employer will not advertise outside the agency for any position until the end of seven calendar days' internal posting.

24.2 Information in Postings

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

24.3 Appointment Policy

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

24.4 Transfers

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.

(b) In certain other cases, relocation may be in the best interest of the employee and or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Clause 11.9 - Employee Investigation applies, the Employer will provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

24.5 Trial Period

When a vacancy is filled by an existing employee, the employee will be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three months. If the employee is unable to perform the duties of the new job or if the employee wishes to return to their former position, they will be returned to their former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions will be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time; but in any event will not exceed six calendar months.

24.6 Local Union Observer

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

24.7 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 will be posted. The Union will 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.

24.8 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 9 - Grievances of this agreement within seven days of being notified of the results.

24.9 Vacation Letters

Employees who will be absent from duty on vacation, for more than seven calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

24.10 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, will be posted as per Clause 24.1 - Job Postings.
- (b) Accepting temporary vacancies does not change the status of an employee.
- (c) Temporary vacancies will not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.

24.11 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview will suffer no loss of basic earnings to attend. Should an employee

require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Equal Pay

The Employer will not discriminate between applicants of any gender by employing one person for any work at a rate of pay that is less than the rate of pay at which a person of another gender is employed for similar or substantially similar work.

25.2 Rate of Pay

Employees will be paid in accordance with the rates of pay negotiated by the parties of this agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this agreement.

25.3 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay will maintain their regular rate of pay.

25.4 Reclassification of Position

An employee will not have their salary reduced by reason of a reclassification of their position that is caused other than by the employee themselves.

25.5 Vehicle Allowance

- (a) Where an employee is required to use their automobile for the Employer's business, the employee must conform to the regulations of the *Insurance Corporation of British Columbia* and carry the appropriate class of insurance.
- (b) Vehicle allowance for all kilometres travelled on the Employer's business will be paid to employees who are required to use their own vehicles in the performance of their duties. Vehicle allowances will be paid only on submission of the approved travel form signed by the employee and approved by their supervisor. Staff using their own car for pre-authorized day care business will receive vehicle allowance at the rate of 20¢ per kilometre.
- (c) No employee will be required to transport children in their own vehicle.

25.6 Rate of Pay on Reclassification

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of a position on a salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

25.7 Classification Appeal Process

- (a) Where an employee believes that their job has been improperly classified, they will discuss their classification with their immediate supervisor. On request, the Employer will provide the employee with a written statement of the employee's current job duties.

(b) If the employee continues to believe that their classification is improper, they may initiate an appeal by filing a grievance directly at Step 3 of the grievance procedure as contained in Article 9 - Grievances. The written grievance must indicate which classification contained in the pay schedule of the current collective agreement the employee believes is the proper classification for the job.

(c) If, following the response at Step 3, there remains a dispute over the employee's classification, the Union may advance the matter to arbitration under Article 10 - Arbitration. The parties may agree to select an arbitrator other than those set out on the agreed list for the purpose of obtaining classification expertise.

25.8 Registered Retirement Saving Plan

(a) All regular full-time employees upon successful completion of the probationary period will enroll in the plan.

(b) Employees will contribute to the plan through payroll deductions.

(c) Employee contributions to the plan will be as follows:

- (1) after probation and up to one year of employment - 1% of gross regular earnings;
- (2) from one year up to two years of employment - one or 2% of gross regular earnings;
- (3) after two years of employment - one, two or 3% maximum of gross regular earnings.

(d) Employees may increase or decrease their contribution level, as noted in (c) above, on January 1st of each year by providing at least 30 days advance written notice to the Employer. Employees may contribute up to the maximum allowed by the Canada Revenue Agency but the Employer will not be required to match more than 3% of gross regular earnings.

(e) The Employer will match the contribution made by each employee up to a maximum of 3%.

(f) In the event a part-time employee is awarded a full-time position they will be credited for their length of employment as a regular employee on a prorated basis to determine the level of employer matched RRSP as provided in (c) above.

(g) All regular part-time employees hired on, or before January 1, 2012 will be entitled to participate in the plan. Their length of service will be prorated for the purposes of (c) above.

25.9 Professional Memberships

The Employer will pay the cost of staff memberships to affiliate organizations.

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

26.1 Eligibility

Coverage for a regular employee under these plans will commence on the first day of the month following the month in which the employee successfully completes their probation period or their trial period not to exceed three months.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week.

26.2 Termination

Coverage under these plans will terminate at the end of the month in which the employee's employment terminates with the following exceptions:

- (a) Group Life coverage will continue without premium payment for a period of 31 days following the date the employee's employment terminates (see Clause 26.7[b] - Group Life and Accidental Death and Dismemberment).
- (b) Accidental Death and Dismemberments coverage will terminate on the date the employee's employment terminates.

26.3 Definition of a Spouse

"*Common-law spouse*" means two people who have cohabited as spousal partners for a period of not less than one year.

"*Couple*" for the purposes of benefits coverage, will be as defined by the individual plan carriers.

"*Dependent child*" for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of 19 years of age if they are mainly dependent on, and living with the employee or their spouse. Coverage may be extended to age 25 where the dependent child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

"*Family*" means the employee's spouse as defined above and below and their dependant(s) as defined above.

"*Spouse*" means wife, husband or common-law spouse.

26.4 Medical Service Plan

The Employer will pay 100% of the premium cost for the Medical Services Plan of BC (MSP), for employees and their families.

26.5 Dental Plan

- (a) The Employer will pay 100% of the monthly premiums for the dental plan that will cover the employee, their spouse, and dependent children, provided they are not enrolled in another comparable plan.
- (b) Plan A coverage to include provision for cleaning of the teeth (prophylaxis and scaling) every six months (effective April 1, 2004).
- (c) Eligible regular employees will be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 50% of the costs of the extended plan (Plan B).

26.6 Extended Health Plan

- (a) The Employer will pay 100% of the monthly premiums for the extended health care plan that will cover the employee, their spouse, and dependent children, provided they are not enrolled in another plan.
- (b) Eligible regular employees will be provided with an Extended Health Plan covering 100% of eligible expenses.

(c) There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$200 every 24 months and the allowance for hearing aids will be \$500 every 60 months.

26.7 Group Life and Accidental Death and Dismemberment

(a) The Employer will pay 100% of the premiums for the group life and accidental death and dismemberment insurance plans.

(b) The plan will provide basic life insurance in the amount of double-times annual earnings and standard 24 hour accidental death and dismemberment insurance until age 65. After the age of 65, the amount of coverage will decrease by 25% of the face amount until the age of 70, at which time the group insurance coverage will cease.

(c) On termination of employment (excluding retirement) coverage for group life will continue without premium payment for a period of 31 days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

26.8 Payment of Premiums

The sole responsibility of the Employer following implementation of the health and welfare benefit plans is payment of its share of premiums. Benefit entitlement will be determined solely by the plan administrator and/or insurance provider.

26.9 Group Health and Welfare Plans

The Employer will pay the current health and welfare premiums, however, if there is an increase to the health and welfare premiums the parties will meet to determine how the increased premiums will be paid. Should the Employer be able to show that they cannot carry the entire burden of the increases, the parties agree to split the costs of the increased premium cost.

ARTICLE 27 - GENERAL CONDITIONS

27.1 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 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 properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

27.2 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 will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

27.3 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union will have printed sufficient copies of the agreement for distribution to employees.
- (b) The cover of the agreement will read as follows:

AGREEMENT
between the
MONTESSORI DAY CARE SOCIETY
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

27.4 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee, which will attempt to resolve the dispute.

27.5 Client Confidentiality

Any information about clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential client information will be surrendered to the Employer by the employee on termination of employment.

27.6 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a licensed physician or substance defined by the *Narcotic Control Act*, will be trained by the Employer at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

27.7 Staff Confidentiality

Any confidential, personal information about staff of the Employer which is directly learned by the Employer in the normal course of business will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

27.8 Co-op, Practicum and Work Experience Students

Co-op, practicum and work experience students will act solely in a supernumerary capacity and will not displace or result in the layoff of bargaining unit employees. These students will not be considered employees under this agreement.

27.9 Job Descriptions

The Employer agrees to supply each employee with a copy of their current job descriptions. Upon request, the Union and the bargaining unit Chairperson will be provided copies of all job descriptions in the bargaining unit.

ARTICLE 28 - HARASSMENT**28.1 Sexual Harassment**

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

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

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

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

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

(e) Members of any gender can be sexually harassed by members of any gender.

28.2 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment. The Employer will take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature and may be, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, gender identity or expression, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- physical threats or intimidation;
- words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- distribution or display of offensive pictures or materials.

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

- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.
- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

28.3 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following will apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to the Executive Director or designate. Upon receipt of the written complaint, the Employer will notify in writing the designated union staff representative. Complaints of this nature will be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) will be given notice of the substance of such a complaint under this article and will be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate will investigate the complaint and will submit their report to the Executive Director in writing within 15 days of receipt of the complaint. The Executive Director will within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent will be apprised by the Executive Director's resolution.
- (d) Both the complainant and the respondent will be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator will have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this article, will not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.

(j) This article does not preclude an employee from filing a complaint under Section 8 of the BC *Human Rights Code*. However, an employee will not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment will not form the basis of a grievance.

(k) Complaints under the article will be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint will be sealed at the conclusion of the process.

ARTICLE 29 - DOMESTIC ABUSE AND SEXUAL VIOLENCE

29.1 Definitions

“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” 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 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.

29.2 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.

29.3 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 will accommodate the employee’s need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under 29.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

29.4 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 29.4(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 five days of leave taken under Clause 29.4 - Domestic Violence Leave is paid leave. Leave taken, in accordance with the Employment Standards Act, beyond five days is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in 29.4 - Domestic Violence Leave will 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 will 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 will 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 30 - CRIMINAL RECORDS CHECKS

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC.

ARTICLE 31 - CASUALS

31.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, leaves of absences, or augment staff during peak periods. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

31.2 Seniority

- (a) The Employer will maintain a seniority list of casual employees, which will be supplied to the Union and posted on the bulletin boards.

- (b) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from receiving WCB, casual employees will be placed in the same relative position on the seniority list. The employee will be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.
- (d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.

31.3 Call-in Procedures

Qualified casual employees will be called in order of seniority. The application of that general principle will be negotiated locally at each agency.

31.4 Leaves of Absence

- (a) The Employer will grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a municipal, provincial, federal, First Nations or other Aboriginal election for a maximum period of 90 days;
 - (2) for casual employees elected to a public office for a maximum period of five years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal, First Nations or other Aboriginal election or a referendum will have three consecutive clear hours during the hours in which polls are open in which to cast their ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Clause 19.1 - Bereavement Leave without pay.
- (d) Attendance at court arising from employment will be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.

31.5 Vacation Pay for Casual Employees

Casual employees will be paid 4% of gross earnings on each paycheque in lieu of vacation entitlement. After five consecutive years of employment, 6% will be paid on each paycheque in lieu of vacation.

31.6 Application of Agreement

Except as otherwise noted, the provisions of Articles 12 - Seniority, 13 - Layoff and Recall, 14 - Hours of Work, 15 - Overtime, 16 - Holidays, 17 - Vacation, 18 - Sick Leave, 19 - Special and Other Leaves, 20 - Maternity and Parental Leave, 22 - Technological Change, and 26 - Health and Welfare Benefits do not apply to casual employees.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement will be binding and remain in effect until midnight, August 31, 2024.

32.2 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 May 1, 2024, but in any event not later than midnight, May 31, 2024.
- (b) Where no notice is given by either party prior to May 31, 2024, both parties will be deemed to have been given notice under this article on May 31, 2024.
- (c) All notices on behalf of the Union will be given by the President or designate and similar notices on behalf of the Employer will be given by the Employer.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 31.2 - Notice to Bargain, the parties will, within 14 days after the notice was given, commence collective bargaining.

32.4 Changes in Agreement

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

32.5 Effective Date of Agreement

- (a) The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.
- (b) Wage rates, where applicable, will be implemented in the second pay period after receipt of all funds. Retroactivity will be paid in the following pay period.

32.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Jared Bachynski
Chairperson, Board of Directors

Chang-Lin Hsieh
Bargaining Committee

Christian le Nobel
Member-at-Large, Board of Directors

Meng-Hsuan Chang
Bargaining Committee

Christine Chow
Executive Director

Fateh Born
Staff Representative

Dated this _____ day of _____, 20____.

**APPENDIX A
Wage Rates**

Classification	Current	Sept 1, 2019 2%	Sept 1, 2020** 2%	Sept 1, 2021 2%	Sept 1, 2022 2%	Sept 1, 2023 2%
Montessori Teacher*	24.90	25.40	25.91	26.42	26.95	27.49
Early Childhood Educator I/T	21.10	21.52	21.95	22.39	22.84	23.30
Early Childhood Educator	n/a	n/a	21.00	21.42	21.85	22.29
Early Childhood Educator Assistant	n/a	n/a	20.04	20.44	20.85	21.27
Casual Worker	19.26	19.65	20.04	20.44	20.85	21.26

*Montessori Teacher means an ECE or ECE-IT who has also received an accreditation from a Montessori training school approved by the Employer and who plays the role of Montessori Teacher in the classroom (as approved by the Executive Director). The Employer acknowledges that all employees who are currently classified as Montessori Teacher will retain such classification.

**A one-time bonus of \$1,000 per current employee will be paid upon signing this agreement in recognition of the work done during the uncertain early days of COVID-19, in addition to retroactive pay described in. Casual employees and part-time employees will be paid bonuses pro rata based on the hours worked (on a percentage FTE basis) between March 1, 2020 and Sept 30, 2020.

No later than the second regularly scheduled payroll following ratification, employees who have worked in the past 30 days will be paid retroactive wages for all hours worked (including paid leave) at the rates in Appendix A.

**MEMORANDUM OF AGREEMENT 1
Job Sharing**

1. Definition

Job sharing will 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. Any job sharing arrangement will 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 will communicate a decision on a job share request in writing to the applicants. Applications to Job Sharing will not be unreasonably denied.

3. Number of Employees

The Union and the Employer agree that no more than one position in each program will 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 will remain a regular full-time position within the bargaining unit.

4. Employee Wages and Benefits

The job sharing arrangement will be treated as a full-time position with respect to wages, paid holidays, leaves, vacation and Health and Welfare Benefits and will be prorated.

5. Layoff and Recall

Where a senior employee exercises their rights, as provided for in Article 13 - Layoff and Recall 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 their rights under Article 13 - Layoff and Recall, then the senior employee will be placed in the position;
- (b) where the employee exercising their rights under Article 13 - Layoff and Recall is junior to one of the employees covered by the job sharing arrangement, then the employee exercising their rights under Article 13 - Layoff and Recall will replace the junior employee;
- (c) Where an employee covered by this memorandum of understanding has been displaced pursuant to Article 13 - Layoff and Recall of the collective agreement, they will have the full rights as provided for under Article 13 - Layoff and Recall.

6. Seniority

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

7. Termination

If one job sharing partner vacates the job sharing arrangement for any reason, then the vacancy will be posted as a job sharing position and filled in accordance with Article 24 - Hiring, Promotions and Staff Changes 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 will be required to assume the full-time responsibilities in order to retain their job status.