

COLLECTIVE AGREEMENT

between the

KITSILANO AREA CHILDCARE SOCIETY

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from May 1, 2020 to April 30, 2023

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ARTICLE 1 - PREAMBLE**1.1 Purpose of Agreement**

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Kitsilano Area Childcare Society (the Employer) and the employees.

ARTICLE 2 - RECOGNITION

The Employer recognized the B.C. General Employees' Union as the exclusive bargaining agent for all employees of the Kitsilano Area Childcare Society for whom the Union is certified under the *Labour Code* of British Columbia.

ARTICLE 3 - TERMS OF AGREEMENT

This agreement shall be in force effective from and including May 1, 2020 to April 30, 2023.

Articles of this agreement shall remain in full force and effect from year to year thereafter, unless either party, within four months immediately preceding the date of expiry of this agreement gives the other party written notice of its desire to change or amend this agreement.

ARTICLE 4 - DEFINITION OF EMPLOYEES**4.1 Employee**

Employees shall mean any person who is covered by the certification granted the Union by the *Labour Relations Board* of BC on November 8, 1979.

4.2 Common-Law-Spouse - Cohabiting

Includes same sex and opposite sex individuals, where the employee has signed a declaration or affidavit that they have been living in a common-law relationship and are cohabiting.

4.3 Benefits for Common-Law Spouse

Common-law benefits will be effective after one year of cohabitation.

4.4 General Policies

The employees will work as early childhood educators in the Employer's premises. They will carry out the normal responsibilities of an early childhood educator. General policies for the early childhood education centre business shall be set by the Employer. The day-to-day carrying out of these policies will be the responsibility of the staff, in accordance to these general policies.

4.5 Responsibilities

Early childhood education staff are responsible for the physical and mental health and welfare of each child while in their care. They will obey all municipal, provincial and federal regulations pertaining to early childhood education. They are not responsible for:

- (a) The upkeep (maintenance) of building and grounds, and janitorial work.
- (b) The labour in meal preparation, excluding setting out of lunches and snacks provided by the parents.
- (c) The bookkeeping and accounting, with the exception of petty cash or unless agreed upon.

4.6 Casual Staff

- (a) Casual staff are those employees who are hired to work in the centre as casual.
- (b) Casual employees shall receive 4% of gross wages on each paycheque in lieu of scheduled vacation.
- (c) When a casual employee is hired into a regular position, the date of hire shall be the date upon which they commence the regular position.
- (d) Casual employees are not covered by Articles 12 Hiring, 11 Probations, 13 Layoff and Recall, 16 Annual Vacations, 17 Designated Holidays, 19.3 Leave of Absence, 20.5 Paid Sick Leave Entitlement, 20.7 Extended Sick Leave, 20.8 Sick Leave for Illness of a Child, 23 Seniority, and 26 Health and Welfare.
- (e) Leave granted under Article 19 Maternity and Paternity Leave and Article 15 Leave of Absence, shall be without pay and without EI top-up.

ARTICLE 5 - MANAGEMENT'S RIGHTS

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer in accordance with the Society's Constitution and Bylaws, except as this agreement otherwise specifies and subject to the grievance procedure.

ARTICLE 6 - UNION SECURITY**6.1 Shop**

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

6.2 Discrimination

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

6.3 Union to Acquaint New Employees

- (a) At the time of hire, new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
 - (1) the name and contact of the steward; and,
 - (2) an authorization form for union dues check-off.
- (c) Upon request, the steward shall be advised of the name and contact of the new employee. The Employer will provide the Union with a list of new employees. The list will include the classification of each employee and will be provided in a mutually agreed format.

- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 20 minutes sometime during the first 30 days of employment.
- (e) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 7 - CHECK-OFF

7.1 Authorization

All employees, on their date of hire, shall be required to sign an authorization for dues deduction.

7.2 Deduction of Dues

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

7.3 Collection of Dues

Dues will be deducted monthly. The Employer agrees to forward the collected dues by cheque to the Treasurer of the Union, together with a detailed list of names, social insurance numbers and amount of dues deducted.

7.4 Notification by the Union

Before the Employer is obliged to deduct any dues or amount under Clause 7.1 of this article, the Union must advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer, signed by the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be deducted.

ARTICLE 8 - UNION ACTIVITY

8.1 Contact at Work

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

8.2 Leave for Union Office

Long-term leave of absence without pay and without loss of seniority will be granted:

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

ARTICLE 9 - STEWARDS

9.1 Recognition

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

9.2 Meeting the Employer

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

9.3 No Loss of Pay

The steward(s) may investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay provided this does not interfere with their normal responsibilities as an early childhood educator.

9.4 Notifications

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

ARTICLE 10 - DISCRIMINATION**10.1 Human Rights**

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

10.2 Dress Code

Employees shall be allowed to wear whatever type of clothing they wish. No employee shall be discriminated against because of dress.

ARTICLE 11 - PROBATION**11.1 Duration**

Employees shall be on probation for a period of six months from their date of hire. By mutual agreement between the Employer and the employee, the probation period may be extended for one calendar month.

11.2 Rights

The probationary employee shall be entitled to all rights and privileges of this agreement.

11.3 Rejection During Probation

The probationary employee shall be given two weeks' notice of discharge or two weeks' pay in lieu of notice and the Employer must supply an explanatory letter to the employee giving reasons for release. A copy of this letter shall be forwarded to the Union.

ARTICLE 12 - HIRING

The hiring and promotion of employees shall be done by the Hiring Committee, which shall consist of two representatives from the Employer and the Administrative Early Childhood Educator from the employees. No other employees or parents will be excluded from any meetings of the Hiring Committee. The hiring shall be done in the following manner:

- (a) The position shall be posted on the staff bulletin board for at least five days and advertised outside the Centre and to employees on the recall list;

(b) Interviews shall be conducted by the Hiring Committee and shall be at a time convenient to the Hiring Committee. After all interviews are completed, the Hiring Committee shall ask one to three prospective employees to work one day at the Centre with pay. The employees shall report their impressions of the applicant(s) to the Hiring Committee;

(c) The Hiring Committee shall choose prospective employees through a majority vote of the Committee and shall make a recommendation to the staff. If the staff approves the choice of the Hiring Committee, the Hiring Committee will make a decision and forward the decision to the Society;

(d) The Hiring Committee shall fill the vacancies from the recall list providing the employee has the necessary qualifications, skills and experience for the position available, before hiring new employees.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff

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

- (a) part-time positions will be reduced in hours or eliminated first;
- (b) all employees affected by a reduction in staff will be entitled to transfer to another job in the Centre in line with seniority, provided the employee has the experience and qualifications to do the job. Employees affected by such a rearrangement of jobs shall similarly have the right to transfer to jobs in line with seniority, experience and qualifications;
- (c) all laid off employees shall automatically be placed on the recall list.

13.2 Recall List

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

- (a) An employee shall be on the recall list for a period of one year.
- (b) Notice of recall shall be made by telephone or if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy shall be sent to the Union office.
- (c) The recalled employee shall receive no less than the current salary of the vacant position.
- (d) It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address.

13.3 Permanent Closure

In case of closure of the Kitsilano Area Childcare Society, each employee shall receive two months' notice or two months' salary in lieu of notice. Money due employees shall be the first priority in the event of closure or bankruptcy of the Society.

ARTICLE 14 - GENERAL

14.1 Working Conditions

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

14.2 Bulletin Boards

- (a) The Employer agrees to provide space for union notices and information on a bulletin board in a permanent and prominent location acceptable to the Union.
- (b) An employee shall have the right to wear or display the recognized insignia of the Union.

14.3 Insurance

The Employer agrees to provide insurance to cover the employees from liabilities incurred in the carrying out of their employment.

14.4 Use of Staff Vehicles

No employee is obliged as a condition of employment to use their vehicle while in the employment of Kitsilano Area Childcare Society. Employees using their own vehicle for early childhood education business will be compensated at a rate of 54¢ per kilometre. The Early Childhood Education Centre will arrange and pay for additional insurance for an employee who uses their own vehicle for early childhood education business.

14.5 Employee Files

Employees shall have access to all books and records relating to their own employment with the Employer. The employee shall be informed within two working days of any additions to these files, and they shall have the right to include their written reply to these comments as a permanent part of the file.

14.6 Confidentiality

Except in statutory matters such as information required by such agencies as Revenue Canada, when enquiries are made about an employee, either past or present, only the following information shall be given out orally:

- (a) confirmation of employment;
- (b) length of employment;
- (c) a statement that it is not Centre policy to give out further information without prior consent of the employee concerned.

The Employer or the Administrative Early Childhood Educator may, if requested, write letters concerning job performance regarding employees, either past or present, to prospective employers. A copy of the letter(s) will be forwarded to the employee concerned.

14.7 Official Closure of Centre

- (a) When agreed to between early childhood education staff and the KACCS Board, any day other than a Saturday, Sunday or designated holiday on which the centre is officially closed shall be a designated closure.
- (b) No employee shall suffer any loss of pay due to such closure.

14.8 Posting of Notices

The following items shall be permanently posted at the Centre in a prominent location:

- (a) insurance policy;
- (b) this collective agreement;
- (c) constitution of the Society;
- (d) operating policy;

- (e) parent agreement;
- (f) parents telephone numbers;
- (g) all relevant licences and permits;
- (h) board job descriptions; and
- (i) health programme (City of Vancouver Health Department).

ARTICLE 15 - LEAVE OF ABSENCE

15.1 Compassionate Leave

In case of bereavement in the immediate family, an employee shall be entitled to up to five days of special leave with pay, from the date of death up to and including the date of the funeral, with an allowance for immediate return travelling time. Such leave shall not normally exceed five working days. Immediate family is defined as an employee's spouse, child, stepchild, ward, parent, stepparent, guardian, grandchild, grandparent, stepgrandparent, sister, brother, stepsibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family. Employees shall be granted one day's leave of absence with pay to attend a funeral of close friends and relatives.

15.2 Leave Without Pay

After two years continuous service, an employee may apply for and receive leave of absence without pay for up to one year for personal reasons other than illness provided the employee makes written request to the Employer at least one month in advance wherever possible and provided that a qualified replacement is available for work in the Early childhood education centre, this leave will not be unreasonably withheld. Leave of this nature shall be limited to once every two years. Such requests shall not be unreasonably denied.

15.3 Jury Duty

- (a) An employee who is called for jury duty or as a witness shall continue to receive their regular pay less the amount paid in respect of jury duty or as witness fees for the day they are normally scheduled to work.
- (b) If an employee believes that jury duty would be a hardship, the Employer shall assist the employee to request an exemption from serving by providing a letter for the employee.

15.4 Professional Days

An employee may take four days a year to take part in courses, conferences, workshops, institutes, evening meetings, observations at other Centres or in-service training sessions, such leave to be paid, and at times mutually agreed upon between the Employer and the employee.

15.5 Practicums

An employee required to serve a practicum outside the Centre in order to complete a course for certification as an early childhood education supervisor shall be given a leave of absence for this period. This leave will be unpaid unless the employee can make arrangements with an employee from another Centre similarly needing to complete their practicum to trade positions. If the employee can arrange in this way that their position will be filled without cost to the Employer, the employee shall be paid for this leave.

15.6 General Leave

Any employee granted unpaid leave of absence totalling up to 20 working days in any calendar year shall continue to accumulate seniority and all benefits. If on unpaid leave of absence for more than 20 working days in any year, the employee shall not accumulate seniority or benefits from the 21st day of unpaid leave to the last day of unpaid leave but shall receive credit for all previously earned seniority and benefits upon expiration of the unpaid leave. Employees on an unpaid leave of absence for more than 20 days will have the option of continuing benefit coverage at their own expense. All unpaid leave provisions of this agreement, with the exception of Clause 15.3 shall be interpreted in accordance with this provision.

15.7 Replacements

Finding suitable replacements for all paid and unpaid leave of absence will be the responsibility of the Administrative Early Childhood Educator.

15.8 Professional Development - Courses

An employee wishing to take courses, which would enrich and improve the quality of care at the Centre, but would not include (Basic) ECE certification, shall apply in writing to the Administrative Early Childhood Educator and the Employer. The employee shall receive a reply within 14 days. The Employer shall pay 100% of the cost of such courses provided that:

- (a) the employee provide documentation that they have completed (and passed where applicable) said course(s); and
- (b) the employee shall continue working for the Kitsilano Area Childcare society for eight months following completion of courses, unless this requirement is waived by the staff and the Employer due to unforeseen circumstances.

15.9 Leave for Public Duties

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

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

15.10 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) Wedding of the employee 2 days
- (2) Attend wedding of employee's child 1 day
- (3) Serious household or domestic emergency 1 day
- (4) Moving household furniture and effects 1 day
- (5) Attend their formal hearing to become a Canadian citizen 2 days

15.11 Maximum Leave Entitlement

Leave taken under Clause 15.10 shall not exceed a total of 24 hours per calendar year, unless the Employer approves additional special leave.

ARTICLE 16 - ANNUAL VACATIONS**16.1 Basic Entitlement**

All employees shall be entitled to 20 working days vacation with pay per year. These may be taken, prorated any time after one month's employment.

16.2 Further Entitlement

After five years of continuous service, all employees shall be entitled to 25 working days vacation with pay per year. After seven years of continuous service, an employee shall be entitled to 30 working days vacation with pay per year. After 15 years of continuous service, an employee shall be entitled to 35 working days vacation with pay per year.

16.3 Vacation Leave without Pay

In addition, the Employer will provide one additional week per year of unpaid vacation leave upon the request of the employee.

16.4 Conversion of Unused Sick Leave Credits

Each current employment year an employee may convert into paid vacation leave a maximum of five working days of accumulated unused sick leave credits to be used in that employment year. The current employment year is defined as each individual's employment year.

16.5 Vacation Carryover

- (a) Carryover of vacation entitlements may be approved by the Board of Directors. Such requests will not be unreasonably refused.
- (b) An employee may carry over up to 10 days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time.

16.6 Seniority

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

16.7 Vacation Periods

Employees desiring to take holidays in broken periods shall be entitled to do so.

16.8 Paycheques

Employees shall receive at least seven days prior to commencement of their vacation, any paycheques which would normally fall during the period of their vacation.

16.9 Scheduling

- (a) Scheduling of vacations will be done by the Administrative Early Childhood Educator.
- (b) Employees shall submit their vacation requests to the Administrative Early Childhood Educator on or before:
 - (1) December 1st for the period of January 1st through to June 30th; and
 - (2) June 1st for the period of July 1st through to December 31st.

16.10 Earned But Unused Vacation Entitlement

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

16.11 Approved Leave of Absence with Pay While on Vacation

Employees on vacation may displace vacation days with sick days or special leave days as per Article 15 where they would have qualified for those benefits if they had been at work. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

ARTICLE 17 - DESIGNATED HOLIDAYS**17.1 Paid Holidays**

The following have been designated as paid holidays:

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

Any other day proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which the employee is working shall be a paid holiday. The early childhood education centre will be closed December 27th to 31st inclusive, at no loss of pay for regular staff.

17.2 Compensation for Holidays Falling on Scheduled Days Off

When a holiday falls on a scheduled day off, an employee shall be granted equivalent time off without loss of pay. If an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as vacation.

17.3 Pre-Christmas Period

Scheduling of work during the pre-Christmas period will be established by the Administrative Early Childhood Educator and parents according to the early childhood education requirements of this period.

17.4 Pre-Christmas Schedules

- (a) The pre-Christmas schedule shall be finalized by December 18th each year. Employees shall be given at least 48 hours' notice in case of any changes in the schedule. The staff will arrange the work schedule according to the needs of the children and parents and it is agreed that children and parents will not be turned away. A staff member will be on call in case of any last-minute changes which would require extra staff. Parents needing a last-minute change will phone the Centre prior to arrival.
- (b) The centre shall close on Christmas Eve at 2:30 p.m.

ARTICLE 18 - OVERTIME**18.1 Definitions**

- (a) "*Overtime*" means work performed by a full-time employee in excess of their regular working day.

- (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.
- (e) "Double-time and one-half" means two and one-half times the straight-time rate.

18.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by early childhood education centre employees is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

18.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime as defined in Clause 18.1(a).
- (b) Overtime shall be compensated in 30 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

18.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

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

ARTICLE 19 - MATERNITY LEAVE AND PATERNITY LEAVE

19.1 Qualifying Period

Permanent employees shall qualify for maternity leave or paternity leave upon completing of the probationary period. Casual employees shall qualify for maternity leave or paternity leave upon completing 1,008 hours worked.

19.2 Duration

The period of maternity leave shall be in accordance with the Maternity Provisions of the *Employment Standards Act* of BC and the *Employment Insurance Act*. Upon return to work the employee shall be reinstated in their former position.

19.3 Leave of Absence

After two years of continuous service, upon request, the employee shall be granted a leave of absence without pay for a period of up to 12 months, subject to extension upon application to the Employer. Such an extension shall not exceed six months and shall not be unreasonably denied.

19.4 Defer Commencement of Maternity Leave

The Employer shall, with the agreement of the employee, defer the commencement of the maternity leave to any period approved by a qualified practitioner. This approval shall be in writing to the Employer and shall confirm that the employee is able and capable of performing their normal responsibilities as an Early Childhood Educator.

19.5 Rights on Return to Work

Upon return to work, the employee shall be reinstated in their former position, with the same pay and without loss of seniority entitlements.

19.6 Illness Arising Due to Pregnancy

Illness arising due to pregnancy during employment and prior to maternity leave may be charged to normal sick leave credits.

19.7 Paternity Leave

Permanent employees will be entitled to paternity leave with pay of 10 working days. Any additional unpaid leave may be applied for and such leave will not be unreasonably withheld.

19.8 Adoption Leave

Permanent employees will be entitled to adoption leave with pay of 10 working days. Any additional unpaid leave may be applied for and such leave will not be unreasonably withheld.

19.9 EI Top-Up

The Employer agrees to top up the EI Maternity Leave Benefit for three months only by 20% of a permanent employee's salary if the employee has completed two years of continuous service and if the following conditions are met:

- (a) the employee returns to work upon the expiry of the EI Maternity Leave; and
- (b) the employee completes, upon their return to work, six months of employment; or
- (c) the employee, with the written approval of the Employer, returns to work upon the expiry of the EI Maternity and Paternal Leave combined; and
- (d) the employee completes, upon their return to work, six months of employment.

19.10 Benefit Plan

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

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

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that would impair work ability.
- (b) Employees may also use their accumulated sick leave to attend medical and/or dental appointments or appointments with a registered midwife where it is not possible to schedule those appointments outside regularly scheduled working hours.

(c) Employees may use two sick days per year as Family Illness Leave, which can be used in one-half shift increments.

“Medical, dental and/or registered midwife appoints” include only those services covered by the BC Medical Services Plan, the Public Service Dental Plan and the Extended Health Benefit Plan.

20.2 Sick Leave Related to Pregnancy

Sick leave may be used by a pregnant employee when there is a known or expected case of German measles or any other disease or condition which could be harmful to pregnancy in the place of work.

20.3 Medical Certificate

When an employee is ill, they must report by telephone to Kitsilano Area Childcare Centre. Absence due to sickness of over five consecutive days requires a doctor's certificate.

20.4 No Discrimination

No employee shall be discriminated against or lose seniority or be severed due to illness. The Employer shall make sick leave records available upon request of employees.

20.5 Paid Sick Leave Entitlement

- (a) Sick leave shall accumulate at the rate of one and one-half days per month.
- (b) All permanent employees shall be able to draw on a block of nine days sick leave when they commence employment. If all or part of this block of sick leave is used it will be paid back as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credit, this amount will be deducted from their final paycheque.
- (c) Employees who exceed 10 years of service may accumulate one additional sick day per year.
- (d) Employees cannot accumulate more than 90 days of sick leave.

20.6 Workers' Compensation Board

The Employer agrees to apply for coverage under the Workers' Compensation for all days incapacitated due to an accident on the job. Sick leave shall be applicable only to that portion of the employee's time for which they are not compensated by Workers' Compensation.

20.7 Extended Sick Leave

- (a) After an employee has utilized all accumulated sick leave, extended sick leave shall come into effect when the employee has been continuously ill for 10 or more working days. In case of such a lengthy illness, the employee shall apply for sick leave benefits as provided under the *Employment Standards Act*. Employees on an unpaid leave of absence for more than 20 working days will have the option of continuing benefit coverage at their own expense.
- (b) In the event of an extended unpaid sick leave past the 20 working day period referred to in (a) above, an employee may apply to the Board of Directors to have their extended health and dental premiums, not MSP, paid by the Employer of up to an additional three months. Any extension will not be an entitlement, but will be reviewed by the Board of Directors on a case by case basis without prejudice. Consideration in granting an extension will include length of employment. An extension will not be granted if the replacement staff is in receipt of employer paid health and welfare benefits.

20.8 Sick Leave for Illness of Child

- (a) Employees with dependent children shall be entitled to one-half day per month in addition to regular sick leave and the one-half day per month is to be used in the event of illness of the child.
- (b) Employees with joint custody of dependent children shall be entitled to one-quarter day per month to be used in the event of the illness of the child.

20.9 Definition of Child

Wherever the word "*child*" is used in this agreement it shall be deemed to include a child of a spouse.

20.10 Wellness Allowance

- (a) Employees with at least 12 months of service with the Employer, will be entitled to a wellness allowance of \$500 per calendar year for full-time employees and \$250 a year for part-time employees. Employees are required to submit the itemized receipt for reimbursement.
- (b) The parties agree that the following items will be eligible for the allowance:
 - (1) Membership to a fitness facility or online fitness platform.
 - (2) Membership in a weight management program.
 - (3) Therapeutic services i.e. - painting, dancing, writing workshops.
 - (4) Fitness and sporting equipment.

ARTICLE 21 - SUSPENSION AND DISCHARGE**21.1 Dismissal or Suspension for Cause**

An employee may be dismissed or suspended for cause. All dismissals and suspensions shall be subject to the grievance procedure and the burden of proof shall be on the Employer.

21.2 Written Warning and Suspension

Before any dismissal notice is given the Employer shall give the employee a written notice outlining the reasons for dissatisfaction with the employee and the employee shall be on a trial period for at least two weeks. Copies of such warning shall be sent to the shop steward. Under extreme circumstances, the Employer may choose to suspend the employee for a period not exceeding two weeks in lieu of giving the written warning notice.

21.3 Emergency Meeting

Upon expiry of the trial period or suspension outlined in Clause 21.2, an emergency board/staff meeting will be held. This emergency board/staff meeting will decide whether to dismiss or reinstate the employee.

21.4 Benefits and Dismissal

In case of dismissal, the employee shall be given one month's notice or one month's pay in lieu of notice. Such notice shall not apply to probationary employees.

21.5 Reinstatement

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

21.6 Resignation

An employee who resigns is required to give one month's notice in writing to the Employer. This can be abridged in extreme circumstances by mutual agreement.

21.7 Entitlements and Salary Due

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

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION**22.1 Grievance Procedure**

For the purpose of the agreement, "*grievance*" shall mean any difference or dispute arising between the parties to the agreement, concerning the interpretation, application, administration, operation, or alleged violation of the collective agreement. Such question or difference shall be settled conclusively in the following manner:

- (a) An employee who has a grievance shall first discuss the complaint with the Chairperson or designate, who shall be a parent elected at a general parents' meeting. The employee may be accompanied by the shop steward or other representative of the Union. The parties involved shall be given 10 working days to settle the grievance.
- (b) If the grievance has not been satisfactorily resolved at this stage, it shall be referred to the Union Grievance Committee and a committee representing the Employer. These committees shall be given 10 working days to settle the grievance.
- (c) In the event that no settlement of the grievance is reached in this manner, then either party may, within the five working days following, signify in writing to the other party of the failure to agree and the notice of intention to invoke the arbitration procedure as hereinafter set out.
- (d) An employee may be present at any step in the grievance procedure.

22.2 Arbitration

- (a) The Grievance Committee and the Committee representing the Employer shall choose an impartial arbitrator. If these two committees are unable to agree on an arbitrator within five working days, they shall request the Minister of Labour to make the choice.
- (b) The Arbitrator shall, within 15 working days of appointment, settle the dispute and that decision shall be binding on both parties.
- (c) Both parties to the arbitration shall pay for their own expenses and one-half of the expenses of the Arbitrator.
- (d) All time periods specified may, by agreement of both parties, be extended.
- (e) Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be an admission that such discipline is justified.

ARTICLE 23 - SENIORITY**23.1 Definition**

Seniority shall mean length of continuous service at the Kitsilano Area Childcare Centre and employees shall be credited for all service prior to certification of the bargaining unit.

23.2 Loss of Seniority

An employee shall not lose seniority for any of the following reasons: sick leave, union leave, vacations, unjust discharge, maternity or paternity leave, leave of absence, or layoff. Employees will lose seniority rights if they refuse to return to work on recall after layoff or, if they have been dismissed, or voluntarily terminate employment.

23.3 Bridging of Service

If a permanent employee terminates as a result of a decision to raise a dependent child or dependent children, including adopted children, and is re-employed, upon application they shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) The employee must have been a permanent employee with at least two years of service seniority at time of termination.
- (b) The resignation must indicate the reason for termination.
- (c) The break in service shall be for no longer than three years; and during that time the employee must not have been engaged in remunerative employment for more than six months.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.
- (e) Former employees who meet the conditions outlined above will have in-service status when applying for re-employment, and shall, for the purpose of the selection process, be credited with points for the years of continuous service accumulated to the effective date of termination.

ARTICLE 24 - PICKET LINES

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

ARTICLE 25 - HOURS OF WORK AND WAGES**25.1 Full-Time Employees**

- (a) The regular hours of work shall be determined by the Administrative Early Childhood Educator but shall not exceed 42½ hours per week.
- (b) Regular employees shall work eight to eight and one-half hours per day and have a one-half hour unpaid lunch break.
- (c) The Administrative Early Childhood Educator shall work an eight and one-half hour day with a one-half hour unpaid lunch nine out of every 10 workdays.

25.2 Society Meetings

The Administrative Early Childhood Educator and one additional staff person may attend monthly meetings of no more than two hours in duration, to be paid at straight-time.

25.3 Scheduling Parameters

Day-to-day scheduling of hours of work and breaks will be the responsibility of the Administrative Early Childhood Educator. The Administrative Early Childhood Educator will not make decisions affecting:

- (a) opening and closing times of the Centre;
- (b) legal licensing requirements and staff/child ratio;
- (c) additional costs to the Centre without prior approval of the Employer.

25.4 Paydays

Employees shall be paid every second Friday with statements of earnings and deductions being included every second pay period.

25.5 Wage Rates

See Appendix 1 - Wage Rates.

25.6 Working Day

A working day shall be a day between Monday through to Friday inclusive.

ARTICLE 26 - HEALTH AND WELFARE**26.1 Dental and Health Benefits Plan**

The Employer agrees to pay 100% of the total costs for a mutually agreeable dental and health benefits plan for the permanent employees, and their dependants, for the duration of employment.

26.2 Basic Medical Insurance

All regular employees and their dependants, whether full or part-time, may choose to be covered by the BC Medical Plan or its equivalent. The Employer agrees to pay 100% of these costs.

26.3 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employee as may be mutually agreed between the parties.

ARTICLE 27 - SEXUAL HARASSMENT

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment.

ARTICLE 28 - STAFF-PARENT RELATIONS

In order to facilitate good communication and the best possible childcare services on Society matters and programs, the parties will make time available as follows:

- (a) Staff may attend board and parent meetings or events as mutually agreed, with pay at straight-time.
- (b) Casual staff will be scheduled as mutually agreed, to facilitate administration time for the Administrative Early Childhood Educator. Such scheduled conferencing shall not exceed eight hours per week.

ARTICLE 29 - REORGANIZATION AND JOB CLASSIFICATIONS

Whenever a new or substantially altered classification is proposed by the Employer or whenever a reorganization affecting hours of work or job classifications occurs, the Employer and the Union shall meet to negotiate any changes. If agreement cannot be reached within 14 days, either party may submit the matter to arbitration as per Article 22.

ARTICLE 30 - OCCUPATIONAL HEALTH AND SAFETY

30.1 Conditions

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

30.2 Injury Pay Provision

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

30.3 Transportation of Accident Victims

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

30.4 Working Hazards

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

30.5 Unsafe Working Conditions

No employee shall be disciplined for refusal to work on a job which is unsafe.

30.6 Supply and Maintenance of Equipment

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

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement will be binding and remain in effect until midnight, April 30, 2023.

31.2 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 January 1, 2023.
- (b) Where no notice is given by either party prior to January 31, 2023, both parties will be deemed to have been given notice under this article on January 31, 2023.
- (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.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

DocuSigned by:

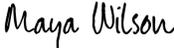
 November 22, 2021
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 Stephanie Smith
 President

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 Emilie Lameignere
 Board Secretary

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 Janet Lim
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 Maya Wilson
 Bargaining Committee

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 Brittney Buss
 Staff Representative

Dated: November 7, 2021

**APPENDIX 1
Wage Rates**

Classification	Current	May 1, 2020	May 1, 2021	May 1, 2022
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Administrative Early Childhood Educator	\$41.02	\$41.84	\$42.67	\$43.52
Administrative Premium	\$3.00	\$3.00	\$3.00	\$3.00
Early Childhood Educator	\$29.42	\$30.00	\$30.60	\$31.21
Casual (Relief)	\$21.43*	\$22.00*	\$22.00*	\$22.00*
Casual (Relief) Junior	\$19.32*	\$20.00*	\$20.00*	\$20.00*
*Includes 4% vacation pay				

Administrative Early Childhood Educator - A qualified member of staff in charge of and responsible to the Board for the day to day operations of the centre, including such financial responsibilities as assigned by the Board of Directors of the Centre, and for the overall childcare program including coordination of staff duties.

Administrative Premium - Will be paid to a qualified member of staff, who may spend up to 16 hours per month providing assistance to the Administrative Early Childhood Educator in implementing the childcare program. Any additional Administrative Premium hours in excess of 16 hours per month must be pre-approved by the Board.

Early Childhood Educator - A qualified member of staff responsible for implementing the childcare program.

Casual (Relief) - Wage rates include 4% vacation pay. Casual employees are excluded from CPI.

Casual (Relief) Junior - For newly hired employees effective up to 800 hours.

**APPENDIX 2
Registered Retirement Savings Plan**

All permanent staff will contribute 9% of their hourly wage effective May 1, 2013, each to a Registered Retirement Savings Plan mutually agreed upon by the parties. The Employer agrees to match the 9% contributions of each employee.

LETTER OF UNDERSTANDING 1

Clause 13.3 - Two months' salary in lieu of permanent closure must be kept in a separate account. In the event these monies are needed for extraordinary expenses as agreed upon by the Employer and employees, this article and account will be adjusted accordingly. This is in recognition of the possible liability to the Parent Board.

LETTER OF UNDERSTANDING 2
Job Sharing

1. Definition

Job Sharing shall be defined as:

a voluntary work arrangement whereby the duties and responsibilities of a full-time position may be shared in a manner that would accommodate two or more permanent employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer.

2. Prior Notification

- (a) The Employer shall notify the Union, in writing, 30 days in advance of the implementation of any job sharing agreement.
- (b) The Employer shall inform the Union of existing job sharing arrangements within the bargaining unit within 60 days of the signing of this agreement.

3. Notification of Employees

The Employer agrees to notify each employee entering a job sharing agreement of how their rights and entitlements will be affected by entering into the agreement.

4. Number of Employees

- (a) The Union and the Employer agree that the Employer will approve a job share on the basis of operational requirements.
- (b) Positions which become the subject of a job sharing program must remain in the Employer's staff complement as full-time positions in the workplace.

5. Seniority

Employees entering a job sharing agreement shall continue to receive full credit for seniority as provided by Article 23 of the collective agreement.

6. Layoff & Recall

Where a senior employee exercises their rights, as provided for in Article 13 of the collective agreement, then 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, then the senior employee shall be placed in the position;
- (b) where the employee exercising their rights under Article 13 is junior to one of the employees covered by the Job Sharing Agreement, then the employee exercising their rights under Article 13 shall replace the junior employee;
- (c) where an employee covered by this letter of understanding has been displaced pursuant to Article 13 of the collective agreement, they shall have the full rights as provided for under Article 13.

7. Work Schedules

- (a) The Employer and the Union agree that all Job Sharing Agreements shall be in writing and must be agreed to by the employees involved.

- (b) Work schedules shall not be for less than four hours per day.
- (c) Upon 90 days' notice, the employee shall be entitled to revert back to the shift they were working prior to entering the Job Sharing Agreement. Where such a change will affect other employees' hours of work, the change shall not occur before the affected employee has been given 90 days' notice.

8. Employee Benefits

- (a) Employees party to this Job Sharing Agreement shall be entitled to all health and welfare benefits outlined in Article 26 of the collective agreement, to be shared in a manner which incurs no additional costs to the Employer.
- (b) *Sick Leave* - to be prorated as provided for in Article 20 of the collective agreement.
- (c) *Statutory Holiday Pay* - to be prorated as provided in Article 17 of the collective agreement.
- (d) *Vacation* - entitlement to annual vacation on a prorated basis as provided for in Article 16 in the collective agreement.

9. Application of Agreement

Except as otherwise noted in this letter of understanding, all of the provisions of the collective agreement apply to employees covered under a job sharing agreement.

10. Effective Date

- (a) The provisions of this letter of understanding shall come into full force and effect on the date of signing of the collective agreement and shall remain in effect until such time the parties agree to end the agreement.
- (b) If the Employer wishes to terminate the arrangement, the Employer will give reasons in writing and 90 days' notice.

MEMORANDUM OF UNDERSTANDING 1
Provincial Early Childhood Educator Wage Enhancement Strategy

Whereas under the Provincial Government's Early Care and Learning Recruitment and Retention Strategy, eligible front-line Early Childhood Educators (ECEs) working in licensed childcare facilities receiving Child Care Operating Funding (CCOF) will receive a wage increase beginning in early 2019; and the above parties wish to participate in the ECE Wage Enhancement Strategy for the following: Kitsilano Area Childcare Society.

The parties agree as follows:

- (1) A \$1 per hour wage enhancement beginning in early 2019 and retroactive to September 1, 2018 will be granted to eligible positions.
- (2) Another \$1 per hour wage enhancement scheduled for April 1, 2020 will also be granted to the eligible positions.
- (3) It is recognized that 17.8% of additional funding through the Wage Enhancement is for statutory benefits, and that this amount will be utilized by the Employer to the maximum provided.

Should the Provincial Government's Early Care and Learning Recruitment and Retention Strategy be amended or discontinued, the compensation increases noted above will cease.

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