

COLLECTIVE AGREEMENT

between the

KITSILANO AREA CHILDCARE SOCIETY

and the

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

Effective from May 1, 1999 to April 30, 2002

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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. Government and Service 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, 1999 to April 30, 2002.

Articles of this Agreement shall remain in full force and effect from year to year thereafter, unless either Party, within four (4) 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 B.C. on November 8, 1979.

4.2 Common-law-spouse

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 cohabit.

4.3 Benefits for common-law spouse

No waiting period is required for recognizing common-law spouse relationships cohabit. Common-law benefits will be effective from the first day of cohabitation.

4.4 General Policies

The employees will work as day care workers in the Employer's premises. They will carry out the normal responsibilities of a day care worker. General policies for the day care centre 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

Day care 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 day care. 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 Relief Staff

Relief staff are those employees who are hired to work in the centre as substitutes.

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 Societies' 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.

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 thirty (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 Section 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

The Employer agrees to grant leave of absence without pay up to one (1) year to employees with more than one (1) year's seniority, who have been elected to a full-time office or position in the Union, provided a qualified replacement is available for work in the Day Care Centre.

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 her/his normal responsibilities as a day care worker.

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 she/he has 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 (6) months from her/his date of hire. By mutual agreement between the Employer and the employee, the probation period may be extended for one (1) 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 (2) weeks notice of discharge or two (2) 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 (2) representatives from the Employer and one (1) senior staff from the employee. 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 (5) 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 (1) 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 (1) 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 her/his current address.

13.3 Permanent Closure

In case of closure of the Kitsilano Area Childcare Society, each employee shall receive two (2) month's notice or two (2) month's 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 her/his vehicle while in the employment of Kitsilano Area Childcare Society. Employees using their own vehicle for day care business will be compensated at a rate of thirty-six cents (36¢) per kilometre. The day care centre will arrange and pay for additional insurance for an employee who uses her/his own vehicle for day care 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 (2) working days of any additions to these files, and she/he shall have the right to include her/his 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 may, if requested, write letters concerning job performance regarding employees, either past or present, to prospective Employers. Such letters shall issue only from the Parent Board of the Centre. A copy of the letter(s) will be forwarded to the employee concerned.

14.7 Official Closure of Centre

- (a) When agreed to between daycare 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 licenses and permits; and
- (h) board job descriptions;
- (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 and close friends and relatives, an employee shall be entitled to special leave without pay, from the date of death to and including the date of the funeral, with an allowance for immediate return travelling time. Such leave shall not normally exceed five (5) working days. Employees shall be granted one (1) day leave of absence with pay to attend a funeral of a member of the immediate family and close friends and relatives.

15.2 Leave Without Pay

After two (2) years' continuous service, an employee may apply for and receive leave of absence without pay for up to one (1) year for personal reasons other than illness provided the employee makes written request to the Employer at least one (1) month in advance wherever possible and provided that a qualified replacement is available for work in the Day Care Centre, this leave will not be unreasonably withheld. Leave of this nature shall be limited to once every two (2) 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 her/his regular pay less the amount paid in respect of jury duty or as witness fees for the day she/he is 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 (4) 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 a day care 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 her/his practicum to trade positions. If the employee can arrange in this way that her/his 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 twenty (20) working days in any calendar year shall continue to accumulate seniority and all benefits. If on unpaid leave of absence for more than twenty (20) working days in any year, the employee shall not accumulate seniority or benefits from the twenty-first (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 twenty (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 Article 14.3 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 senior staff.

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 senior staff and the Employer. The employee shall receive a reply within fourteen (14) days. The Employer shall pay one hundred percent (100%) of the cost of such courses provided that:

- (a) the employee provide documentation that she/he has completed (and passed where applicable) said course(s); and
- (b) the employee shall continue working for the Kitsilano Area Childcare society for eight (8) months following completion of courses, unless this requirement is waived by the staff and the Employer due to unforeseen circumstances.

ARTICLE 16 - ANNUAL VACATIONS

16.1 Basic Entitlement

All employees shall be entitled to twenty (20) working days' vacation with pay per year. These may be taken, prorated any time after eight (8) months' employment.

16.2 Further Entitlement

After five (5) years of continuous service, all employees shall be entitled to twenty-five (25) working days' vacation with pay per year. After seven (7) years of continuous service, an employee shall be entitled to thirty (30) working days' vacation with pay per year. After fifteen (15) years of continuous service, an employee shall be entitled to thirty-five (35) working days' vacation with pay per year.

16.3 Vacation Leave Without Pay

In addition, the Employer will provide one (1) 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 (5) 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 Carry-over

Carry over of vacation entitlements may be approved by the Senior Supervisors. Such requests will not be unreasonably refused.

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 Pay Cheques

Employees shall receive at least seven (7) days prior to commencement of their vacation, any pay cheques which would normally fall during the period of their vacation.

16.9 Scheduling

Scheduling of vacations will be done by the senior staff.

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 dependent, or where there is no dependent, 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 (7) 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	Good Friday
Easter Monday	Victoria Day
Canada Day	B.C. 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 daycare will be closed December 27 to 31 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 senior staff and parents according to the day care requirements of this period.

17.4 Pre-Christmas Schedules

The pre-Christmas schedule shall be finalized by December 18 each year. Employees shall be given at least forty-eight (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.

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 daycare 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 his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

18.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime as defined in 18.1(a).
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

18.4 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) and one-half for the first three (3) hours of overtime on a regularly scheduled work day; and
- (b) double time for hours worked in excess of (a).

ARTICLE 19 - MATERNITY LEAVE AND PATERNITY LEAVE**19.1 Qualifying Period**

Employees shall qualify for maternity leave or paternity leave upon completing of the probationary period.

19.2 Duration

The period of maternity leave shall be in accordance with the Maternity Provisions of the Unemployment Insurance Act. Upon return to work the employee shall be reinstated in her former position.

19.3 Leave of Absence

- (a) After two (2) years of continuous service, upon request, the employee shall be granted a leave of absence without pay for a period of up to twelve (12) months, subject to extension upon application to the Employer. Such an extension shall not exceed six (6) months and shall not be unreasonably denied.
- (b) After two (2) years of continuous service vacation entitlements shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year.

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 her normal responsibilities as a day care worker.

19.5 Rights on Return to Work

Upon return to work, the employee shall be reinstated in her/his 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

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

19.8 Adoption Leave

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

19.9 UIC Top-up

The Employer agrees to top up the UIC Maternity Leave Benefit by fifteen percent (15%) of the employee's salary if the employee has completed two (2) years of continuous service and if the following conditions are met:

- (a) the employee returns to work upon the expiry of the UIC Maternity Leave; and
 - (b) employee completes, upon her return to work, six (6) months of employment;
- OR
- (c) the employee, with the written approval of the Employer, returns to work upon the expiry of the UIC Maternity and Paternal Leave combined; and
 - (d) the employee completes, upon her return to work, six (6) months of employment.

19.10 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 he/she 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 (2) 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 (3) years; and during that time the employee must not have been engaged in remunerative employment for more than six (5) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

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

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

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, she/he must report by telephone to Kitsilano Area Childcare Centre. Absence due to sickness of over five (5) 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 permanent employee shall be entitled to nine (9) days sick leave after serving two (2) months of a probationary period. After six (6) months continuous service, additional sick leave shall accumulate at the rate of one and one-half (1½) days per month to a total not exceeding forty (40) days.

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

After an employee has utilized all accumulated sick leave, extended sick leave shall come into effect when the employee has been continuously ill for ten (10) or more working days. In case of such a lengthy illness, the employee shall apply for sick leave benefits as provided under the Unemployment Insurance Act.

20.8 Sick Leave for Illness of Child

- (a) Employees with dependent children shall be entitled to one-half (½) day per month in addition to regular sick leave and the one-half (½) day per month to be used in event of illness of the child.
- (b) Employees with joint custody of dependent children shall be entitled to one-quarter (¼) 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.

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 (2) 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 (2) weeks in lieu of giving the written warning notice.

21.3 Emergency Meeting

Upon expiry of the trial period or suspension outlined in 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 (1) month's notice or one (1) 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 her/his 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 (1) 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 ten (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 ten (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 (5) 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 (5) working days, they shall request the Minister of Labour to make the choice.
- (b) The Arbitrator shall, within fifteen (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 (½) 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 employee 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.

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

The regular hours of work shall be determined by the senior staff but shall not exceed forty (40) hours per week. Regular employees shall work eight (8) hours per day and have a one (1) hour unpaid lunch break. The head supervisor shall work a seven (7) hour day nine (9) out of every ten (10) work days.

25.2 Society Meetings

Two (2) senior staff will attend monthly meetings of no more than two (2) hours in duration.

25.3 Scheduling Parameters

Day-to-day scheduling of hours of work and breaks will be the responsibility of the senior staff. Senior staff 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 Pay Days

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

25.5 Wage Rates

- (a) See Appendix 1 - Wage Rates.
- (b) The wage rates as set out in Appendix 1 shall be reopened for negotiation each year effective May 1st. Employees shall be entitled to an annual increase effective May 1st of each year of no less than the equivalent of the increase in the Consumer Price Index for the City of Vancouver for the previous twelve month period, as published by Statistics Canada.

25.6 Working Day

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

ARTICLE 26 - HEALTH AND WELFARE

26.1 Dental and Health Benefits Plan

The Employer agrees to pay one hundred percent (100%) of the total costs for a mutually agreeable dental and health benefits plan for the permanent employees, with no anticipation of termination date, and their dependents.

26.2 Basic Medical Insurance

All regular employees and their dependents, whether full or part-time may choose to be covered by the B.C. Medical Plan or its equivalent. The Employer agrees to pay one hundred percent (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) senior staff to attend at such board and parent meetings as are mutually agreed, without pay;
- (b) relief staff will be scheduled as mutually agreed, to facilitate administration time for the Administrative Early Childhood Educator. Such scheduled conferencing shall not exceed four (4) 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 fourteen (14) days, either Party may submit the matter to arbitration as per Article 12.

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 British Columbia 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 his/her 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 he/she cannot carry out his/her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery or supplies.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Victoria Bushnell, Board of Directors

Bree Willson, Bargaining Committee

Katharine Dickinson, Board of Directors

Kerry Tamm, Bargaining Committee

David Noble, Staff Representative

Signed this _____ day of _____, 1999.

APPENDIX 1
WAGE SCALE

The wages shall be as follows effective May 1, 1999:

<i>Classification</i>	<i>3%</i>	<i>WSI</i>	<i>Hourly Rate</i>
Administrative Early Childhood Educator	\$21.87	1.20	\$23.07
Senior Early Childhood Educator	\$18.96	1.04	\$20.00
Early Childhood Educator	\$15.67	.86	\$16.53
Relief (Substitute)	N/A	N/A	\$11.00
<p><i>Administrative Early Childhood Educator</i> - 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 child care program including coordination of staff duties.</p> <p><i>Senior Early Childhood Educator</i> - A qualified member of staff sharing responsibility for the overall child care program including coordination of staff duties, second in charge and qualified to assume the responsibilities of the Administrative Early Childhood Educator in her/his absence as assigned by the Administrative Early Childhood Educator.</p> <p><i>Early Childhood Educator</i> - A qualified member of staff responsible for implementing the child care program.</p>			
<p><i>Effective May 1, 1999:</i> A percentage increase on each classification no less than the Vancouver Consumer Price Index as set out in Article 25.5(b).</p>			

APPENDIX 2

REGISTERED RETIREMENT SAVINGS PLAN

Effective April 30, 1994 the Employer and Administrative and Senior Early Childhood Educators will contribute six (6) percent of their hourly wage, each to a Registered Retirement Savings Plan mutually agreed upon by the Parties.

LETTER OF UNDERSTANDING #1

**RE: EIGHT (8) HOUR EARLY CHILDHOOD
EDUCATOR POSITION**

The Parties understand that to ensure compliance with Licensing Board regulations in providing the proper staff/child ratio, an accommodation of a special scheduling arrangement has been made with the agreement of the incumbent. This letter is in force and effect until the expiration of the Collective Agreement but may be reviewed if the above conditions change.

Notwithstanding Articles 18 and 25, the eight (8) hour position (shift 8:00-5:00) shall be paid at straight-time for eight (8) hours per day with the additional one-half (½) hour generated per day to be accumulated and taken as time off.

LETTER OF UNDERSTANDING #2

The Parties understand that the current Senior Early Childhood Educator has made an accommodation of a special scheduling arrangement. This arrangement is no longer necessary.

The Parties agree that the current incumbent of this position shall receive twelve (12) days per year to be taken in time off in lieu of the past arrangement.

For the purposes of this Letter of Understanding only, "*year*" is defined as November 1st to October 31st.

LETTER OF UNDERSTANDING #3

Article 13.3 - two (2) 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 #4**RE: WAGE SUPPLEMENT FUNDING**

The wage rates set out in Appendix 1 are dependent upon the receipt of Ministry of Children & Families funding. The parties acknowledge that the wage rates are not sustainable without funding from the relevant Ministry or Ministries of the Province of British Columbia. If the said funding is reduced or discontinued during the life of this Agreement, the wage rates set out in the Appendix 1 shall be re-negotiated to no less than the hourly rate minus the supplementary funding. Should any level of government make available funds to supplement the wages set out in Appendix 1, the allocations of these funds shall be negotiated.

LETTER OF UNDERSTANDING #5**RE: 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 (2) existing 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, thirty (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 sixty (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 his/her 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 his/her rights under Article 13, then the senior employee shall be placed in the position;

(b) where the employee exercising his/her rights under Article 13 is junior to one of the employees covered by the Job Sharing Agreement, then the employee exercising his/her 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, he/she 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 (4) hours per day.

(c) Upon ninety (90) days' notice, the employee shall be entitled to revert back to the shift he/she was 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 ninety (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

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 April 30, 1999.

11. If the Employer wishes to terminate the arrangement, the Employer will give reasons in writing and ninety (90) days' notice.