

COLLECTIVE AGREEMENT

between the

CITY HALL CHILD CARE SOCIETY

(Represented by CSSEA)

and the

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

Effective from April 1, 1995 to March 31, 1997

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- UNION RIGHTS AND RECOGNITION

.1 No Discrimination

The Employer agrees that there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, Union membership, or whether she/he has children. Sexual harassment shall be considered discrimination under this Article.

.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of City Hall Child Care Society for whom the Union is certified under the Labour Relations Code of British Columbia.

.3 No Other Agreement

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

.4 No Discrimination for Union Activity

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

.5 Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty for this reason shall be considered to be absent without pay.

Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

.6 Union Shop

(a) All employees at the date of signing of this Agreement covered by the certification who are at the time members of the Union, will continue as members of the Union.

(b) As a condition of employment, employees who are hired after the date of signing of this Agreement shall become Union members from the date of hire.

.7 Shop Stewards, Recognition of

The Employer agrees to the operation of a shop steward system and the recognition of the steward elected by the Union. The Employer shall not discriminate against such stewards for carrying out the duties proper to that position.

.8 Shop Stewards, Meeting the Employer

When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee shall have the right to be accompanied by a steward or another Union Representative.

.9 Shop Stewards, Leave With Pay

The steward may investigate and process grievances, and administer and interpret the contract during regular working hours without loss of pay.

.10 Union Activity, Acquainting New Employees

The Employer agrees that the shop steward shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of Union membership.

.11 Union Activity, Contacting at Work

Representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement or its administration.

- EMPLOYER'S RIGHTS

.1 Employer's Rights

The Union recognizes that it is the Employer's right and duty to exercise the functions of management, to organize the work of the Centre and to direct the employees, including the right to hire, suspend, discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the Agreement limit, or affect that right.

.2 Membership in the Society

All regular employees shall have the right to become non-voting members of the Society. Each of the three centres (Over 3, Under 3, and Infant) may appoint a full time staff representative to attend Board Meetings.

- EMPLOYER-UNION RELATIONS

.1 Employer-Union Relations

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization by the Union. To implement this, the Union shall supply the Employer with the name of its shop steward and/or negotiating committee, and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

.2 Check-off, Authorization and Deductions

- (a) All employees on their date of hire, as a condition of employment, shall be required to sign an authorization for dues deduction and initiation fee. The Employer shall deduct from the monthly salary of each employee monthly Union dues and where applicable the initiation fee.

(b) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee, whether or not the employee is a member of the Union, an amount equal to the regular dues payable by a member of the Union and remit said amount to the Union in accordance with Article 3.3.

.3 Check-off, Remittance of Dues

Before the fifteenth calendar day of each month the Employer will forward the dues deducted in the previous month, by cheque to the Union, together with a list of the names of employees and amounts deducted.

.4 Dues Receipt - Income Tax Purposes

The Employer agrees to include on the employee's T-4 slip the amount of Union dues (excluding initiation fee) paid in the previous calendar year and any other amount deducted from the employee's pay and remitted to the Union which is deemed tax deductible by Revenue Canada.

.5 Alteration of Dues and Special Deduction

Upon receipt of a statement signed by the President and the Secretary-Treasurer of the Union stating that the Union has altered its dues check-off amount or has authorized a special deduction, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Article 3.3.

.6 Notification of Staff Changes

The Employer agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

.7 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the business address of the Union or faxed to the Union office.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee shall be forwarded to the Union by mail or by fax.

.8 Copies of Agreement

The Union and the Employer jointly agree to provide all present and new employees with a copy of the Agreement.

- STAFFING

.1 Regular Employee, Definition of

An employee who is employed for work which is of a continuous full time or continuous part time nature.

.2 Auxiliary Employee, Definition of

An employee who is employed for work which is not of a continuous nature, such as:

- (a) Positions created to carry out special projects of work which are not continuous.
- (b) Substitutes hired on a day to day basis to cover regular employee's sick leave, vacation or other short term special leaves with pay.
- (c) Replacement staff who temporarily replace regular staff on long term leaves without pay such as maternity leave, paternity leave, adoption leave or other leave of absences without pay.

.3 Notification of Employment, Regular Employees

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, a copy of her/his job description as provided for in Article 4.5, and a copy of this Collective Agreement. Copies of such letters shall be forwarded to the Union within five (5) working days.

.4 Notification of Employment, Auxiliary Employees

Auxiliary employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks.

.5 Job Descriptions

The Employer shall prepare and maintain job descriptions and shall consult with employees on such job descriptions.

.6 Hiring

Notice of all regular positions shall be posted for five (5) working days at the place of employment. A copy of such notices shall be forwarded to the Union. Appointment may be made on a temporary basis until a permanent selection can be made.

.7 Priorities in Hiring

First consideration will be given to applicants from the Bargaining Unit in which the position is open and to employees on the recall list. Second consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.

.8 Hiring Committee

A hiring committee shall be maintained. The committee shall be composed of two (2) parent members or designates and two (2) staff members.

.9 Probation

A new employee is considered to be on probation for three (3) calendar months from the date of hire. Upon agreement of the Union, the probationary period may be extended by up to one (1) additional calendar month. Termination shall be in accordance with Article 10 and shall be subject to the grievance procedure. In case of discharge, a probationary employee shall be given two (2) weeks notice of discharge or two (2) weeks pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons

for the release. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees subject to applicable waiting periods.

.10 Promotions and Transfers

In making promotions and transfers, the skill, knowledge and efficiency of the employee concerned shall be the primary consideration, and where such qualifications are similar, seniority shall be the determining factor.

.11 Seniority - Definition and Seniority List

Seniority is defined as the length of service from the date of hire in the bargaining unit for all employees and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall, vacations, and other such working conditions, as set out in other provisions of this Agreement. Separate seniority lists shall be maintained for regular and auxiliary employees by the Employer and be available to the Union on reasonable request.

.12 Loss of Seniority

An employee will maintain his/her seniority bank while she/he is absent from work because of sickness, accident, or extended maternity leave, adoption leave, layoff up to one (1) year, or leave of absence approved by the Employer. However, no seniority will accumulate while an employee is on such a leave.

.13 Reduction of Hours

- (a) Reduction in hours shall be based on seniority, as per Article 4.11, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Article 4.14.
- (c) Any regular employee offered a reduction of hours shall be given two (2) weeks notice of the reduction.

.14 Layoff and Recall List

- (a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than three (3) years employment shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice. After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice shall be added for each subsequent completed year to a maximum of eight (8) weeks notice or pay in lieu of notice.
- (c) Any regular employee who has chosen layoff as per Article 4.14(b) shall have the right to decline a recall to work at reduced hours without loss of seniority.
- (d) *Layoff and recall process*

- (1) No layoff will occur without prior consultation with the Union.
- (2) Any employee affected by a layoff shall receive written notification prior to layoff.
- (3) In the event an employee is laid off, the employee will remain on the recall list for a period of one (1) year from the discontinuation of her/his position.
- (4) If the employee(s) position is reinstated within the time period noted in (iii) above, the employee will be recalled to her/his position.
- (5) Notice of recall shall be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.
- (6) An employee notified of recall shall be given ten (10) working days notice to report to work.
- (7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.
- (8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

.15 Seniority - Resignation and Rehire

A regular employee with twelve (12) months continuous service with the Employer who resigns his/her position and within ninety (90) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

A long term auxiliary employee with twelve (12) months continuous service with the Employer who resigns his/her position and within ninety (90) days is re-employed as a long term auxiliary employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

- WORKING CONDITIONS

.1 Work Week and Work Day

(a) *Regular Full-time*

- (1) The regular working hours shall not exceed thirty-five (35) hours per week.
- (2) The normal week shall consist of five (5) working days of seven (7) hours each, from Monday to Friday, inclusive.

(b) *Regular Part-time*

The regular working hours of a part time employee shall be less than full time on a regularly scheduled basis from Monday to Friday. The Employer will make best efforts to give seven (7) days notice of a change in scheduled hours unless mutually agreed.

.2 Relief and Meal Breaks

- (a) Employees working a shift which is at least four (4) hours in duration shall receive one (1) fifteen (15) minute relief break. Employees working a minimum seven (7) hour shift shall receive one (1) fifteen (15) relief break in each half of the shift.
- (b) An unpaid meal break of one-half (½) hour shall be scheduled as close as possible to the middle of each shift of five (5) hours or more.
- (c) The overall hours of coverage shall be determined by the Employer; day to day scheduling may be delegated to employees and shall meet licensing requirements at all times.

.3 Staff Meetings

Employees attending Employer approved staff meetings outside of normal working hours shall earn time off at applicable overtime rates.

.4 Safety

The Employer agrees to provide and maintain proper first-aid and fire fighting and safety equipment on the premises, and to ensure that Provincial Child Care Licensing Act Regulation standards are met.

An employee who considers that a practise being carried on within the day care premises is unsafe or that equipment is faulty shall inform the Board of Director through the staff representatives on the Board, and failing satisfactory resolution may refer the matter to the Workers' Compensation Board, local Health Department, or Community Care Facilities Licensing.

.5 Job Sharing

More than one (1) but no more than two (2) employees may share one (1) full time position with the following provisions:

- (a) There shall only be two (2) job sharing arrangements in the daycare at any one time;
- (b) A request to job share should be in writing and directed to the Society's Board of Directors. It should include the proposed commencement date of the job share and how the days and hours of work will be shared. Requests to job share shall not be unreasonably denied;
- (c) The Society's Board shall communicate a decision on a job share request in writing to the applicant. Upon approval of a request to job share, the tandem job sharing position shall be posted and filled in accordance with Articles 4.6 and 4.7 of this Collective Agreement;
- (d) The job sharing arrangement shall be treated as a full time position with respect to wages, paid holidays, leaves and vacation which shall be pro-rated for each job sharing partner. Employees involved in a job sharing arrangement shall pay fifty percent (50%) and the Employer shall pay fifty (50%) of the premiums covered by Article 9. The employee's share of the premiums will be automatically deducted from his/her earnings;
- (e) Seniority for each position shall continue to be calculated from the date of hire;

(f) The position being shared shall remain a regular full time position within the bargaining unit;

(g) If either job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Articles 4.6 and 4.7 of the Collective Agreement unless the remaining job sharing partner requests a full time position. If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing arrangement is terminated, the remaining job sharing partner shall be required to assume the full time responsibilities in order to retain his/her job status.

- VACATIONS

.1 Vacation Entitlement

All employees upon their first and subsequent employment anniversary date shall have earned twenty (20) working days vacation with pay.

Upon their third employment anniversary date, eligible employees shall be entitled to five (5) additional vacation days with pay.

Upon written application, employees may be advanced up to five (5) days vacation leave. Should a terminating employee have used more of his/her vacation credit than earned, he/she shall have the difference deducted from his/her final paycheque.

.2 Vacation Scheduling

The time of vacation is to be determined by mutual agreement between the employees and the Employer. Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees.

.3 Accumulating or Carryover of Vacation

Up to one half of the vacation entitlement may be deferred until the next year with prior written approval from the Employer.

.4 Part-time Employees

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

.5 Approved Leave of Absence During Vacation

An employee may apply for sick leave while she/he is on vacation where serious illness or accident can be proven. Vacation Time taken in sick leave will be rescheduled.

.6 Termination of Employment

Vacation entitlement for any employee who terminates before their employment anniversary date year shall be in accordance with Article 6.1 prorated on a monthly rate of days, worked since their last employment anniversary date.

The Employer shall pay the terminating employee for all vacation days owed to her/him at her/his regular rate of pay.

- DESIGNATED HOLIDAYS

.1 Paid Holidays

The following have been designated as paid holidays:

- | | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| July 1st | Boxing Day |
| B.C. Day | |

.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on the scheduled day off of an employee, she/he shall be granted an equivalent time off without loss of pay.

.3 Designated Holiday Coinciding with Employee's Vacation

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

- LEAVES

.1 Sick Leave, Definition of

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could significantly impair work ability.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected case of German Measles or any other disease or condition which could be harmful to pregnancy in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

.2 Sick Leave Entitlement

A permanent full time employee shall earn paid sick leave at the rate of one and three quarters (1¾) days per month. Part time employees shall be entitled to sick leave credits on a pro-rata basis. Sick leave shall accumulate to a total of ninety (90) days.

.3 Sick Leave Credit

All employees shall be able to draw on a block of nine (9) 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 his/her final pay cheque. After the first continuous year of employment, no employee shall use unearned sick leave.

.4 Sick Leave, Medical Confirmation of

After sick leave of more than five (5) continuous days, the Employer may request medical confirmation. Any costs incurred in obtaining such confirmation shall be borne by the Employer.

.5 Illness in the Immediate Family

An employee may use up to six (6) days credit from her/his sick leave, per year, in the event of illness in the immediate family. Immediate family shall be defined as a child, spouse, relative permanently residing in your home and same sex and common-law partners, where the employee has signed a declaration that he/she has been living with his/her partner for twelve (12) months.

.6 Guarantee of Reinstatement

After accumulated sick leave is exhausted the Employer may give a guarantee of reinstatement upon recovery if this is likely to be within a reasonable length of time.

.7 Maternity/Parental Leave

- (a) The period of Maternity and/or Parental Leave shall be in accordance with the Maternity and/or Parental provisions of the Employment Standards Act.
- (b) Upon written request made at least six (6) weeks prior to the end of the period set out in 8.7(a), the employee shall be granted a leave of absence, without pay, for a further period of up to one (1) year.
- (c) Upon written request, and no later than six (6) weeks prior to the end of the one (1) year period described in 8.7(b), an employee may be granted unpaid leave of absence of up to six (6) months. Request for leaves under 8.7(c) shall not be unreasonably denied.
- (d) An employee returning from an unpaid leave of absence under this Article shall give six (6) weeks advance notice of her/his intention to return to work. Upon return to work, the employee shall be reinstated in a comparable position and will receive the current negotiated salary.
- (e) While an employee is on Maternity/Parental leave, the Employer shall maintain benefits in accordance with the Employment Standards Act.
- (f) The employee shall accumulate vacation entitlements for the period covered by the Employment Standards Act.

.8 Paternity Leave

Upon request there shall be a paternity leave consisting of two (2) weeks with pay.

.9 Bereavement Leave

In the case of bereavement in the immediate family an employee shall be entitled to special leave at her/his regular rate of pay. Such leave will not exceed five (5) working days; upon request the Employer may grant up to an additional five (5) working days leave with or without pay. Immediate family includes:

Employee's child, parent, spouse, common-law spouse, sibling, parent-in-law, grandparents, and any other relative permanently residing with the employee.

.10 Educational Leave

(a) For the purposes of this Article, the word "course" shall be understood to include seminars, workshops, training sessions, conferences or any other event of an educational nature.

(b) Employees shall be granted five (5) days educational leave with pay per annum to observe other daycare centres, or preschool program, or to attend courses, which will be of benefit to her/his professional development. No more than one (1) employee from each Centre shall be absent on such leave at the same time. The Employer may request an employee to participate in any of the above events.

(c) If an employee attends a course on a week night or a weekend she/he shall be granted compensating time off at straight time on a weekday at a time mutually agreed by the employee and the Employer. Such compensating time off shall be deducted from the educational leave outlined in 8.10(b) and all other conditions in 8.10(b) shall also apply.

(d) The Employer shall cover, to a maximum of two hundred and twenty-five dollars (\$225.00) per year for regular full-time employees, the cost of all courses, which in the opinion of the Employer and employee, will contribute to the employee's professional development. Payment will be made on satisfactory completion of the course.

(e) Leave of absence without pay shall be granted to an employee for the purpose of taking practicum placement.

(f) Leave of absence without pay may be granted to an employee for the purpose of enhancing their professional development in child care, if they have already used their allotted leave provisions in 8.10(b).

(g) The Employer shall pay the cost for an employee renewing his/her first-aid certification.

.11 Leave of Absence for Union Activities

Leave of absence without pay and without loss of seniority shall be granted during working hours:

(a) For employees who are elected or appointed representatives of the Union, to attend to Union business which requires them to leave their place of employment.

(b) For employees who are representatives of the Union Bargaining Committee, to discuss or negotiate directly with Employer representatives, or to attend meetings of the Bargaining Committee.

The Employer agrees that such leave shall not be unreasonably denied. The Union agrees that no more than one (1) employee shall be absent at any one time for the purpose of attending to Union business.

.12 Special Leave of Absence Without Pay

Special leave without pay may be granted by the Employer to an employee for a valid reason, including selection as a delegate or representative of the Union. Such absence on approved special leave without pay shall not jeopardize any of the employee's benefits acquired with normal service. Such leave shall not be unreasonably denied. The employee shall give one (1) month's notice in accordance with Article 10.6

Resignation if not returning to her/his position, and shall request an extension of such leave one (1) month prior to the end date of the period of leave originally requested. The employee shall give one (1) month's confirmation of intention to return from a special leave of absence without pay. during special leave of absence without pay the Employer will not pay Basic Medical Insurance, Extended Health and Life Insurance, or Dental Plan premiums for the employee.

.13 Special Leave With Pay

- (a) Special leave with pay of up to five (5) days per year shall be granted to the employee in the event of illness in the immediate family of the employee.
- (b) An employee may be granted special leave with pay for:
 - (1) Marriage of employee - three (3) days
 - (2) Attend a funeral - one (1) day
 - (3) Attend formal hearing to become a Canadian citizen - one (1) day
 - (4) Serious household or domestic emergency - up to five (5) days
 - (5) Medical or dental appointment - one-half (½) day/month
 - (6) Court appearance for employees serving as jurors or witnesses
 - (7) Moving household furniture and effects - one (1) day

Two weeks' notice are required to receive special leave with pay for sections (1) and (3).

- (c) Employees called as jurors or subpoenaed as a witness may be granted special leave with pay up to five days per year upon submission of relevant documents. Time spent by an employee called as a witness in the course of his/her duties shall be without loss of pay.

.14 Request for Leave of Absence

Request for leave of absence must be in written form; mutual agreement of same must be in writing also.

.15 Religious Duties

A reasonable time for observance of religious duties shall be allowed with or without pay at the discretion of the Employer.

.16 Christmas Week Leave

The parties recognize the importance of employees to have time off with their families Christmas Eve and New Year's eve. In the event that the days fall on week days the centre will close on Christmas Eve Day and close at 1:00 p.m. on New Year's Eve Day. If these days fall on Saturday or Sunday, no compensating time off will be provided during the week.

During the Christmas week, December 25 to 31, the day care shall operate with the usual staff/child ratio. If the demand for care does not require all regular staff, then time off with pay shall be equally divided amongst all the staff. Time off and the work schedule shall be jointly determined by the parents and staff.

- HEALTH AND WELFARE

.1 Basic Medical Insurance

All regular employees whether full or part time may choose to be covered by B.C. Medical Plan or its equivalent. The Employer agrees to pay one hundred percent (100%) of these costs at a dependent rate if required.

.2 Extended Health and Life Insurance

The Employer agrees to pay one hundred percent (100%) of the monthly premium for all regular employees, full and part time, at a dependent rate if required, and remit same premiums to the Union.

.3 Dental Services Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for all regular employees, full and part time, entitled to coverage under the dental plan, at a dependent rate, if required, and remit same premiums to the Union.

.4 Remittance of Premiums

The Employer agrees to remit premiums for the extended health, life insurance and dental services plan in accordance with directives from the Union's Plan Administrator.

.5 Workers' Compensation

The Employer agrees to apply for and maintain coverage under the Workers' Compensation Board. When the Employer or the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which she/he is not compensated by Workers' Compensation.

- DISCHARGE AND RESIGNATION

.1 Personnel Files

An employee shall have full access to any files which contain information regarding the employee.

The employee will be provided with a copy of any material regarding the employee to be placed on a file, clearly indicating its placement.

All disciplinary materials on file shall be removed after one (1) year from date of incident provided there have been no further incidents in that period in which case the materials shall be removed one (1) year following the subsequent and/or final incident, except for any material relating to the safety and well-being of children in care which shall remain on file.

The Employer agrees not to introduce as evidence in any hearing any document the existence of which the employee was not aware at the time of filing.

.2 Dismissal for Cause

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

.3 Warning

Before any dismissal notice is given, the Employer shall give the employee a written warning 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 warnings shall be sent to the shop steward.

.4 Notice of 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, except for probationary and auxiliary employees who will be given two (2) weeks notice or pay in lieu of notice. Provision for notice under this Article may be waived for occurrences of gross misconduct.

.5 Reinstatement for Unjust Cause

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in her/his former position, or one of equal salary range, without loss of seniority, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

.6 Termination of Employees on Probation

Notwithstanding any other provisions in this Agreement, the Employer may terminate a probationary employee for cause. A termination during probation shall not be considered a dismissal for the purpose of this Article. The test of cause shall be a test of overall suitability of the probationary employee for continued employment in a position to which she/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Where an employee feels that she/he has been aggrieved by the decision of the Employer to terminate the employee during the probationary period, she/he may grieve the decision pursuant to the grievance procedure in Article 11 of this Agreement.

.7 Resignation

The employee agrees to give thirty (30) calendar days notice in writing prior to leaving. This may be waived in extreme circumstances by mutual agreement.

.8 Benefits

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

- GRIEVANCE PROCEDURE

.1 Grievance Procedure

Any difference concerning the interpretation, application or operation of this Agreement, or any alleged violation thereof, including any question as to whether any matter is arbitrable, shall be dealt with in the following manner.

.2 Grievance Procedure Step 1

The employee must first have discussed any disputed matter within thirty (30) days of the occurrence of the disputed matter with:

- (a) Firstly, the supervisor, or his or her responsible official or the other staff if the centre works on a co-supervisory system.
- (b) Secondly, the Executive Committee of the centre, or the Employer's delegated representative.

.3 Grievance Procedure Step 2

If the grievance is not settled as prescribed in Article 11.2 within ten (10) working days, the matter shall be referred to the Union Grievance Representative.

.4 Grievance Procedure Step 3

Should the Union Grievance Representative be unable to effect a mutually satisfactory settlement of the dispute within ten (10) working days of receipt of such grievance, the grievance shall be submitted to an Arbitrator agreeable to the Employer and to the Union, for final and conclusive determination, pursuant to the terms of Article 11.5.

.5 Arbitration

An Arbitrator shall consist of one (1) person (the "Arbitrator") to be chosen jointly by the Employer and the Union (for the purposes of this Article 11.5, the "parties"). If the parties are unable to agree upon or otherwise fail to appoint an Arbitrator, they will apply to the Minister of Labour to appoint such a person. In all other respects, the provisions of the Labour Code of B.C. shall apply.

The parties agree to meet with the Arbitrator within ten (10) working days of his/her appointment to represent their cases concerning the grievance. The decision of the Arbitrator shall be reached and made known within seven (7) working days of the presentation of the cases by the parties, unless an extension is agreed to among the Arbitrator and the parties. The decision of the Arbitrator shall be final and binding on both parties.

This change acknowledges the requirement of the parties for seven (7) days to prepare its case; it permits time for the Arbitrator to make a decision if the cases are not presented until the tenth (10th) day, and it permits extension of the decision if required.

.6 Disagreement of Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for clarification. The Arbitrator shall make every effort to do so within seven (7) working days.

.7 Technical Objections to Grievances

It is the intent of both parties of the Agreement that no grievance shall be defeated merely because of a technical error, other than time limit violations, in processing the grievance through the grievance procedure.

.8 Violation of Time Limits

If there is a violation of the time limits and the onus for delay is upon the Union, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance shall be at an end. If the onus for delay is on the Employer, then the grievance shall be deemed to have succeeded, and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.

.9 Retroactive Settlements

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of occurrence of the situation which gave rise to grievance, or to the date set by the single party Arbitrator.

- PAYMENT OF WAGES AND ALLOWANCES

.1 Authorized Voluntary Overtime (Part-time Employees)

Regular part time employees may perform authorized work up to thirty-five (35) hours a week. Such time is to be paid at straight time.

.2 Choice of Time Off or Pay for Overtime

Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

.3 Pay for Overtime Worked

An employee who is required to work overtime shall be compensated at one and one-half (1-½) times the hourly rate paid to the employee computed on the basis of her/his normal working hours. All overtime worked by an employee in excess of four (4) hours in any normal work week shall be paid at double the hourly rate paid to the employee.

.4 Compensating Time Off for Overtime Worked

Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she/he would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by employee and Employer.

.5 Overtime Worked on a Designated Holiday

An employee who works on a designated holiday shall have to be compensated at the rate of double time for hours worked, plus one (1) day in lieu of the holiday.

.6 Vacation Paycheques

Upon giving fifteen (15) calendar days prior notice, employees may receive on the last working day preceding commencement of their vacation any cheques which would normally fall due during the period of their vacation.

.7 Long Term Auxiliary Employees

(a) Auxiliary employees working for more than twenty-two (22) continuous days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Articles 9.1, 9.2 and 9.3. Such employees shall be required to become members of the Union and commence paying the initiation fee where applicable and the monthly Union dues.

(b) Notwithstanding subsection (1) of this Article, and notwithstanding Articles 9.1, 9.2 and 9.3, auxiliary employees hired for a term of employment that is known to be, or reasonably expected to be for a period of twelve (12) consecutive months or more, shall be entitled to receive the health and welfare provisions of Article 9 after completing six months in the position. Such employees shall be required to become members of the Union and commence paying the initiation fee, where applicable, and the monthly Union dues.

.8 Mileage Payments and Auto Insurance

Employees using their own car for Employer's business shall receive thirty-two cents (32¢) per kilometre. Each employee using his or her own car for Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

.9 Part-time Employment

Regular employment on a part time basis shall be subject to the same standards and conditions of employment which apply to a full time permanent staff. Benefits and vacations shall be calculated on a proportionate basis.

.10 Expenses

All approved expenses incurred by an employee on the Employer's business shall be reimbursed at cost.

.11 Acting Senior Rate of Pay

When an employee is temporarily required to accept the responsibilities, and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he shall be paid at the senior rate after three (3) full consecutive shifts.

.12 Payment of Wages

All employees shall be paid on the last working day before the fifteenth (15) day and the last day of each month prior to the end of the earliest shift.

The Employer agrees to provide the employees with a written statement of wages and the amount and purpose of each deduction at each pay period.

.13 Wage Enhancement Program

Should any level of government make available funds for the enhancement of day care workers' wages, the Employer agrees to apply for these funds so as to enhance and/or increase the wage scale in Appendices A and B.

.14 Criminal Records Checks

The Employer shall pay the cost of a criminal record check as required, for any regular or auxiliary employee. The Employer shall not discriminate against an employee or intended employee because of a criminal record check finding that is unrelated to the employment or intended employment of a person as stated under Section 8 of the Human Rights Act of B.C. The Employer further agrees to ensure the secure storage of criminal records checks and that access to said checks be restricted to a specified designate of the Employer.

.15 Step Scale

(a) Employees shall be placed on the step scale in accordance with years of documented work experience in a licensed day care facility as follows:

- Step 1 less than 1 year's experience
- Step 2 1 year to less than 2 years' experience
- Step 3 2 years to less than 3 years' experience
- Step 4 3 years to less than 4 years' experience
- Step 5 4 years to less than 5 years' experience

(b) Employees shall move to the next step in the scale upon their anniversary date of employment.

(c) Employees who are reclassified either by promotion or achievement of required qualifications to a senior position, shall be placed at the same step of the new classification as they were in their former classification.

(d) All current employees shall be placed at their appropriate step in accordance with the above principles and the Letter of Agreement Re: Placement of Employees on Step Scales.

- TERM OF AGREEMENT

.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 1997.

.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 December 1, 1996, but in any event not later than midnight December 31, 1996.

(b) Where no notice is given by either party prior to January 1, 1997, both parties shall be deemed to have been given notice under this section on January 1, 1997.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the appropriate designate.

.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 13.2 of this Article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

.4 Change in Agreement

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

.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Sherry Regula, Personnel Liaison

Don Hann, Bargaining Committee

Debbie McLauchlan, Coordinator

Judy Robinson, Bargaining Committee

Paula Butler, CSSEA

Tina Miller, Bargaining Committee

Jeanette Bartle, Bargaining Committee

Chris Mullen, Staff Representative

Signed this _____ day of _____, 19 _____.

**APPENDIX A
SALARY SCALE**

Classification	Step	Effective April 1, 1995	
		Monthly	Hourly
Co-Early Childhood Educator	1	2,295	15.13
	2	2,330	15.36
	3	2,365	15.59
	4	2,399	15.82
	5	2,436	16.06
Co-Infant/Toddler Educator	1	2,295	15.13
	2	2,330	15.36
	3	2,365	15.59
	4	2,399	15.82
	5	2,436	16.06
Special Needs Educator	1	2,212	14.59
	2	2,246	14.81
	3	2,279	15.03
	4	2,313	15.25
	5	2,347	15.48
Early Childhood Educator (22.5 hours/week)	1	1,291	13.24
	2	1,310	13.44
	3	1,328	13.63
	4	1,349	13.84
	5	1,369	14.04
Infant/Toddler Educator (25 hours/week)	1	1,435	13.24
	2	1,456	13.44
	3	1,478	13.63
	4	1,499	13.84
	5	1,522	14.04
Early Childhood Assistant (10 hours/week)	1	460	10.61
	2	466	10.76
	3	473	10.92
	4	481	11.10
	5	488	11.27
Auxiliary (short term)			10.29 (includes 4% holiday pay)

Retroactivity for the April 1, 1995 fiscal year shall be paid in the first pay period after receipt of funds from the Ministry of Women's Equality.

Definitions:

Co-Early Childhood Educator(s): An employee who is registered as an Early Childhood Educator under the CCF Act, one of whom is designated as the person-in-charge on the day care centre's program licence. Is jointly responsible for the operation of the centre and directing the day-to-day activities including providing a caring and educational program for the children in the centre.

Co-Infant/Toddler Educator(s): An employee who is registered as Infant/Toddler Educator under the CCF Act, one of whom is designated as the person-in-charge on the day care centre's program licence. Is jointly responsible for the operation of the centre and directing the day-to-day activities including providing a caring and educational program for the children in the centre.

Special Needs Educator: An employee who has completed the post-basic Special Needs Education requirements; has the required work experience; is suitable to provide care for special needs children; and is registered as a Special Needs Educator under the CCF Act; who assists the Co-Early Childhood Educators in the provision of a caring and educational program for the children in the centre.

Early Childhood Educator: An employee who has completed the basic education requirements; has the required work experience; is suitable to provide care for children between the ages of three years and school age; and is registered as an Early Childhood Educator under the CCF Act; who assists the Co-Early Childhood Educators in the provision of a caring and educational program for the children in the centre.

Infant/Toddler Educator: An employee who has completed the post-basic education requirements; has the required work experience; is suitable to provide care for children between the ages of six weeks and three years; and is registered as an Infant/Toddler Educator under the CCF Act; who assists the Co-Infant/Toddler Educators in the provision of a caring and educational program for the children in the centre.

Early Childhood Assistant: An employee who is in the process of completing the basic Early Childhood Education requirements at an accredited training program but is not yet licensed by CCF, and is suitable to provide care for children between the ages of three years and school age; and is engaged in providing a caring and educational program for the children in the centre.

Auxiliary (Short Term): an employee as defined in Article 4.2 who works for less than twenty-two (22) continuous days as per Article 12.7.

Auxiliary (Long Term): an employee as defined in Article 4.2 who works for more than twenty-two (22) continuous days. Long Term Auxiliaries shall be paid at the rate applicable to the classification for which they have been hired.

**APPENDIX B
WAGE REOPENER**

EFFECTIVE APRIL 1, 1996

All wage rates outlined on the Salary Scale in Appendix A, for all classifications, shall be increased by an amount equivalent to the Ministry of Women's Equality Child Care Wage Supplement Initiative for the period April 1, 1996 to March 31, 1997, should such monies become available to the Employer. If any additional wage equity monies from government become available to the Employer, the Employer agrees to distribute such monies to employees as directed by the funding Ministry. Any wage increase resulting from the Wage Supplement Initiative, or from government wage equity monies, will be paid to employees in the first pay period after the receipt of funds from the government.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Sherry Regula, Personnel Liaison

Don Hann, Bargaining Committee

Debbie McLauchlan, Coordinator

Judy Robinson, Bargaining Committee

Paula Butler, CSSEA

Tina Miller, Bargaining Committee

Jeanette Bartle, Bargaining Committee

Chris Mullen, Staff Representative

Signed this _____ day of _____, 19 _____.

AGREE:303-4.97
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