

COLLECTIVE AGREEMENT

between the

**ITALIAN CULTURAL CENTRE SOCIETY
(LUCIANO FABBIAN DAYCARE)**

and the

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

Effective from April 1, 1996 to March 31, 1998

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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 Human Rights Act

The Parties hereto subscribe to the principles of the Human Rights Act of B.C.

.3 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees of Italian Cultural Centre Society (Luciano Fabbian Day Care) for whom the Union is certified under the Labour Relations Code of British Columbia.

.4 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.

.5 No Discrimination for Union Activity

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

.6 Picket Lines

(a) 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.

(b) Picketing by day care staff will be limited to the area of the day care centre.

.7 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.

.8 Recognition of Shop Stewards

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.

.9 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.

.10 Leave with Pay for Stewards

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

.11 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, up to thirty (30) minutes, 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.

.12 Contacting at Work

Representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement or its administration. This will not disrupt the working day.

- 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.

- 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 Authorization and Deductions

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

.3 Remittance of Dues

Before the fifteenth (15th) 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 for Income Tax Purposes

The Employer agrees to include on the employee's T-4 slip the amount of Union dues paid in the previous calendar year and any other amount 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.
- (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.

.8 Copies of the Agreement

The Union and the Employer jointly agree to provide all present and new employees with a copy of the Agreement. The cost of reproducing the Agreement shall be shared by the Union and the Employer.

- STAFFING

.1 Definition of Regular Employee

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

.2 Definition of Auxiliary Employee

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) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave or other leave.

.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, 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 four (4) weeks.

.5 Job Descriptions

The Employer and the Union agree to set up a joint committee to prepare and maintain job descriptions for all employees covered by this Agreement. The committee shall be made up of equal representation of both the Employer and the staff from the centre.

.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 Probation

A new employee is considered to be on probation for three (3) calendar months from the date of hire. 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 release. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees except extended health, life insurance and dental benefits as cited in Article 9.

.9 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.

.10 Definition of Seniority 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.

.11 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, on extended maternity leave, adoption leave, lay-off up to one (1) year, or leave of absence approved by the Employer.

.12 Reduction of Hours

- (a) Reduction in hours shall be based on seniority, as per Article 4.10, 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 4.13.
- (c) Any regular employee offered a reduction of hours shall be given two (2) weeks' notice of the reduction.

.13 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 4.12(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 their position.
 - (4) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to her/his position.

(5) Notice of recall shall be made by telephone or, if unsuccessful, by certified 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.

(e) In the event of closure of the centre 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 week's notice shall be added for each subsequent completed year to a maximum of eight (8) weeks' notice or pay in lieu of notice.

- WORKING CONDITIONS

.1 Work Week and Work Day

(a) The regular working hours shall not exceed forty (40) hours per week.

(b) The normal week shall consist of five (5) working days of eight (8) hours each, from Monday to Friday inclusive.

.2 Relief and Meal Breaks

The forty (40) hours per week required of an employee shall include two (2) fifteen minute relief breaks and a thirty (30) minute lunch break each day.

.3 Staff Meetings

The Employer agrees to allow weekly staff meetings during working hours. The weekly one (1) hour staff meeting shall be included in the forty (40) hours of work per week. Management should be informed of the time of such meetings and the manager or his/her delegate should be allowed to participate if he/she so wishes.

.4 Administrative Time

A total of four (4) hours per week shall be made available to the senior supervisor or her/his designate for the purpose of doing administrative work in the centre. Such administrative time shall be included in the regular hours of work per week.

.5 Safety

The Employer agrees to provide and maintain proper first-aid, fire fighting and safety equipment on the premises.

An employee who considers that a practise being carried on within the day care premises is unsafe, or that equipment is faulty, shall have the right to refuse to work with such equipment or under such conditions. If the Employer does not agree, it shall be referred to the local Health Department.

.6 Licensing Standards

The Employer agrees to ensure that Provincial Child Care Licensing Act Regulation Standards are met.

- VACATIONS

.1 Calendar Year

For the purpose of this Agreement the calendar year shall mean the twelve (12) month period from January 1st to December 31st inclusive.

.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service five-sixth (5/6) working days vacation or four percent (4%) for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

.3 Vacation Entitlement

All regular full-time employees shall be entitled to an annual vacation credit on the following basis:

In the second calendar year	11 days with pay
In the third calendar year.....	12 days with pay
In the fourth calendar year	13 days with pay
In the fifth calendar year	14 days with pay
In the sixth calendar year	15 days with pay
In the seventh calendar year	20 days with pay
In the eighth calendar year	20 days with pay
In the ninth calendar year.....	20 days with pay
In the tenth and subsequent calendar years	25 days with pay

.4 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.

.5 Accumulation or Carryover of Vacation

Up to five (5) days of the vacation entitlement may be, with prior written approval, deferred until the next year.

.6 Part-time Employees

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

.7 Approved Leave of Absence During Vacation

Where an employee is eligible for sick leave while she/he is on vacation there shall be, on application, special arrangements made where serious illness or accident can be proven with the intent not to lose vacation time.

.8 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year shall be computed in accordance with Articles 6.2 and 6.3.

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

Should the terminating employee have used more of her/his vacation credit than entitled, she/he shall have the difference deducted from her/his final paycheque.

- 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 |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. 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 also be a paid holiday.

.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 an 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 Definition of Sick Leave

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently 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

All regular full-time employees shall earn paid sick leave at the rate of one (1) day per month to a maximum of twelve (12) days in a calendar year. An employee may carry over up to five (5) days of unused sick days from the previous calendar year. Part-time employees shall be entitled to sick leave credits on a pro rata basis.

.3 Sick Leave Credit

All employees shall be able to draw on a block of six (6) 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 paycheque.

.4 Medical Confirmation

After sick leave of more than three (3) continuous days, the Employer may request medical confirmation. Any costs incurred in obtaining such confirmation shall be borne by the Employer.

.5 Maternity/Parental Leave

(a) The period of maternity and/or parental leave shall be in accordance with the Maternity/Parental provisions of the Employment Standards Act. Upon return to work, the employee shall be reinstated in her/his former position.

(b) Upon request, the employee shall be granted leave of absence without pay for a further period of up to one (1) year. If she/he returns to work within this one (1) year period, she/he will be reinstated in her/his former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence.

(c) If an employee maintains coverage for medical, extended health/life insurance or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the Maternity/Parental provisions of the Employment Standards Act.

(d) The employee shall accumulate vacation entitlements for the period of time covered by the Maternity/Parental provisions of the Employment Standards Act.

.6 Paternity

There shall be a paternity leave consisting of one (1) week with pay.

.7 Adoption Leave

An employee who is adopting a child and who is not eligible for leave under Article 8.5, shall be granted a leave with pay for one (1) week.

.8 Compassionate Leave

In the case of a death 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. Immediate family includes: Employee's child, parent, spouse, common-law spouse, sibling, parent-in-law and grandparents.

.9 Educational Leave

(a) Employees shall be granted four (4) days educational leave with pay per annum to observe other day care centres, or preschool programs, or to attend seminars, workshops, training sessions or conferences 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 above clause is subject to the Employer's approval.

(b) The Employer agrees to cover all or a portion of the cost of all courses taken by an employee, which, in the opinion of the Employer and the employee, will contribute to her/his professional development.

(c) Leave of absence with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum.

.10 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; and

(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.

.11 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.

.12 Special Leave With Pay

An employee may be granted special leave with pay for:

- (a) Marriage of employee three (3) days
- (b) Attend formal hearing to become a Canadian citizen one-half (½) day
- (c) Serious household or domestic emergency up to two (2) days
- (d) Court appearances for employees serving as jurors or witnesses Any monies received

- should be returned to the Employer.
- (e) Moving household furniture and effects..... one (1) day per year

Two (2) weeks' notice are required to receive special leave with pay for Clause 8.12(a) and (b).

.13 Christmas Week Leave

During the Christmas week from 1:00 p.m. December 24th to 5:30 p.m. December 31st the daycare shall be closed. All regular employees whose regular working hours fall between 1:00 p.m. December 24th to 5:30 p.m. December 31st inclusive, when the day care is closed, shall receive their regular rate of pay.

.14 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

- HEALTH AND WELFARE

.1 Basic Medical Insurance

All regular employees, whether full or part time, may choose to be covered by B.C. Medical Services Plan (MSP). The Employer agrees to pay sixty percent (60%) of the cost, at the dependant rate if required.

.2 Extended Health, Life Insurance and Dental Services Plan

The Employer agrees to pay the costs of eligible employees, both full and part time, Union benefits plan premiums up to one hundred and forty dollars (\$140), depending upon the coverage the employee has enrolled in.

.3 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.

.4 Eligibility

Articles 9.1, 9.2 and 9.3 are available to regular staff who work more than twenty (20) hours per week on a regular basis.

.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 they are 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.

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 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by an employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.

.4 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.

.5 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.

.6 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.

.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 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 Manager of the Centre, or the Employer's delegated representative.

.2 Step 2

If the grievance is not settled as prescribed in Article 11.2 within ten (10) working days, the matter shall be advanced to Step 2 in the following manner:

- (a) Subject to the time limits in Article 11.4, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievance at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

.2 Time Limit to Reply at Step 2

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

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

.3 Step 3

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

(a) within fourteen (14) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2;

(b) within fourteen (14) days after the Employer's reply was due.

.2 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

.3 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

(a) thirty (30) days after the Employer's decision has been received;

(b) thirty (30) days after the Employer's decision is due.

.2 Amending of Time Limits

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

.4 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.

.5 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.

.6 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 the grievance, or to the date set by the single Party arbitrator.

.7 Dismissal or Suspension Grievances

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

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

.2 Deviation from Grievance Procedure

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

.8 Policy Grievance

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

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 10.

- ARBITRATION

.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 11, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, an Arbitrator shall be selected from the agreed upon list outlined in Appendix B.

.3 Board Procedure

The arbitrator may determine his own procedure in accordance with the Labour Relations Code and shall give full opportunity to all Parties to present evidence and make representations. He shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.

.4 Decision of Arbitrator

The decision of the arbitrator shall be final, binding and enforceable on the Parties. The arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which he deems just and equitable. However, the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

.5 Disagreement on Decision

Should either Party disagree as to the meaning of the arbitrator's decision, either Party may apply to the arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

.6 Expenses of Arbitrator

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.

.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties by the same must be in writing.

.8 Witnesses

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

.9 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement.
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objections; and

(8) demotions.

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

(a) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(b) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(c) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

(d) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(e) A grievance determined by either Party to fall within one of the categories listed in Clause 12.9(b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.

(f) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 2 - PAYMENT OF WAGES AND ALLOWANCES

.1 Acting Senior Rate of Pay

When an employee is temporarily requested by the Manager 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 one full shift.

.10 Choice of Time Off or Pay for Overtime

Every employee who is required to work overtime shall elect whether to be paid for it or receive compensating time off in lieu thereof and also advise the general office.

.11 Pay for Overtime Worked

An employee who is required to work overtime shall be compensated at one and one-half (1½) 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.

.12 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 the employee and the Employer.

.13 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.

.14 Use of Employee Vehicle

Employees using their own car for the Employer's business shall receive thirty-five cents (35¢) per kilometre. Each employee using her/his own car for the 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. No business can be conducted without the authorization of the Employer.

.15 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.

.16 Auxiliary Employees (Long Term)

(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.

(b) Notwithstanding Clause 13.8(a) above, a long-term auxiliary employee, whose term of employment is known to be or reasonably expected to be for twelve (12) months or more, shall be entitled to health and welfare benefits pursuant to Article 9 upon the completion of applicable waiting periods.

.2 Payment of Wages

All employees shall be paid on alternate Fridays 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.

.17 Criminal Record Checks

The Employer shall pay the cost of a criminal record check, as required by the Community Care Facilities Branch, 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 an specified designate of the Employer.

.18 Salary Enhancement Grants

Should any level of government make funds available for the enhancement of day care staff wages the Employer agrees to apply for these funds, providing the Employer is eligible and providing that it does not increase the Employer's costs of wages. The salary scales shall be increased proportionately according to the salary scale for the period of time that the Employer is in receipt of such funding.

- HARASSMENT

.1 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary in respect of an employee who has been the victim of sexual harassment.

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

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

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

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

(c) Both males and females can be sexually harassed by members of either sex.

.2 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary in the respect of an employee who has been the victim of personal harassment.

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

- physical threats or intimidation;

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

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

(b) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

.2 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply;

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the centre manager. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in and be represented at any hearing pursuant to (g) below.

(c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Centre Manager, in writing, within fifteen (15) days of receipt of the complaint. The Centre Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Centre Manager resolution.

(d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

(e) Pending determination of the complaint, the centre manager may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the respondent, except that the complainant may be transferred with his/her written consent.

(g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Centre Manager response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- dismiss the complaint; or
- determine the appropriate level of discipline to be applied to the harasser.
- make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

- (a) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (b) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (c) The clause does not preclude an employee from filing a complaint under Section 18 of the B.C. Human Rights Act. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the B.C. Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (d) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 2 - TERM OF AGREEMENT

.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 1998.

.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, 1997, but in any event not later than midnight December 31, 1997.
- (b) Where no notice is given by either Party prior to January 1, 1998 both Parties shall be deemed to have been given notice under this section on January 1, 1998.
- (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.

.2 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 15.2 of this Article, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

.3 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.

.4 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement until a strike or lockout occurs.

During the term of this Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Rick Santesso, Manager

Chiara Tallarico, Bargaining
Committee Chairperson

Chris Mullen, Coordinated
Bargaining Representative

Signed this _____ day of _____, 19 _____.

APPENDIX A
SALARY SCALE

	Effective April 1/97			Effective April 1/97		
	Monthly	Hrly	MWE*	Monthly	Hrly	MWE*
Senior Early Childhood Educator	2257	14.75	1.06	2583	14.90	1.06
Early Childhood Educator	2366	13.65	1.06	2390	13.79	1.06
Early Childhood Assistant	2207	12.73	1.06	2290	12.86	1.06
Auxiliary (Short Term)		10.46			10.56	
<i>*Ministry of Women's Equality Child Care Wage Supplement (hourly) is in addition to base wage.</i>						
<i>All regular and long term auxiliary employees shall receive a lump sum payment of forty-one cents (41¢) per hour for all hours worked between April 1, 1995 and March 31, 1996. The lump sum payment and retroactivity shall be effected upon receipt of funds from the Ministry of Women's Equality.</i>						

Definitions:

Senior Early Childhood Educator - the ECE qualified staff person in full charge of the Centre who directs its day to day activities.

Early Childhood Educator - the ECE qualified staff engaged in the caring for children.

Early Childhood Assistant - a staff member in the process of obtaining their ECE qualifications, that is engaged in the caring for children under the direction of a qualified supervisor.

Auxiliary (short term) - employee as defined in Article 4.2 who has not worked more than twenty-two (22) continuance days as per Article 12.8.

APPENDIX B

LIST OF SINGLE ARBITRATORS

Stephen Kelleher
Judi Korbin
Vince Ready