

COLLECTIVE AGREEMENT

between the

**POOH CORNER DAY CARE CENTRE SOCIETY
(represented by CSSEA)**

and the

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

Effective from January 1, 1995 to March 31, 1998

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- PURPOSE OF AGREEMENT

.1 Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and its employees and in recognition thereof the Parties hereto covenant and agree as follows.

.2 Harassment or Discrimination in the Workplace

Pooh Corner Day Care Centre Society believes that every employee is entitled to employment free of harassment or discrimination of any sort.

Pooh Corner will treat any claim for harassment or discrimination as a serious matter.

(a) *Discrimination*

(1) Pooh Corner's policy is to provide a workplace which is free of discrimination on the basis of race, national or ethnic origin, colour, religion, creed, age, sex, sexual orientation, marital status, family status, political belief, physical or mental disability.

(2) Discrimination involves excluding an individual from a specific opportunity or differentiating the individual in some other negative way on the base of the characteristics listed above. Examples consist of employees being excluded from specific assignments, job opportunities, training or promotions that are otherwise deserved.

(3) Discrimination also includes harassment which can be defined as inappropriate physical, visual or verbal conduct. Behaviour that insults or intimidates is harassment if a reasonable person would have know that the behaviour was inappropriate.

(b) *Sexual Harassment*

(1) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature which is likely to cause offense or humiliation to an employee, or which might reasonably be perceived by an employee as placing a condition of a sexual nature on employment or on an opportunity for training or promotion.

(2) It may include any unwelcome or unwanted behaviour, or comments or jokes, of a sexual or gender-based nature (whether or not directed at a specific individual). It may also include sexual advances, or physical conduct such as uninvited touching, or "bumping into". It may occur at, or away from the workplace.

(3) Sexual harassment also includes favours or promises of favours or threats of reprisal related to submission to any of the above.

Employees are responsible for ensuring that their behaviour or comments are not offensive or intimidating to others. The Board of Directors and Head Supervisors are responsible for ensuring that employees are aware of the policy.

.3 Investigation

Any allegations under this Article shall be investigated by the Steward and Board member. If allegations are supported the Board shall take disciplinary action.

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- RECOGNITION

.1 Bargaining Agent

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for the employees of Pooh Corner Day Care Centre Society, for whom the Union is certified under the Labour Code of B.C.

.2 Union Label

The Union label may be used by employees. The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect, and the Employer is fulfilling all of its terms and conditions. Employees will be allowed to wear union pins or emblems or steward badges.

.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be sent to the President of the Union or his/her designate. The Employer further agrees that a copy of any correspondence between the Employer or Employer designate and any employees in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or his/her designate.

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- TERM OF AGREEMENT

.1 Duration of Agreement

This Agreement shall be in force effective from and including January 1, 1996 to and including 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 sixty (60) days before expiry but in any event not later than thirty (30) days before expiry.

(b) Where no notice is given by either Party within this time frame, both Parties shall be deemed to have given notice under this clause.

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- DEFINITION OF EMPLOYEES

.1 Employee

Employee shall mean any person employed who is covered by the certification granted the Union by the Labour Relations Board of B.C. on May 1, 1975.

.2 Full-Time Employee

Full-time employee shall mean any employee who normally works the regular work week as outlined in Article 17 (Hours of Work). Such employees shall be paid on the 15th and last day of the month. If the pay day falls on the weekend or on a statutory holiday, the pay day shall be the week day prior to this.

A permanent full-time employee must be in receipt of an Early Childhood Educator Certificate and be enrolled in or have completed the Infant Toddler Certificate program.

.3 Part-Time Employee

Part-time employee shall mean any employee who works on a continuous basis but normally works less than the regular work week as outlined in Article 17 (Hours of Work). Such employees shall be paid on the 15th and the last day of the month and receive pro-rated benefits, with the same conditions as in Article 4.2.

.4 Temporary Employee

A temporary employee shall mean any employee who works on a substitute or casual basis. Such employees shall be paid on the 15th and last day of the month. Normally a temporary employee shall be advised of the date of termination of her/his employment at the time of hiring. Temporary employees shall receive pay for statutory holidays only where required by law, and shall receive pay for statutory holidays worked, and for overtime, on the same basis as regular employees.

A casual worker may be hired on a per day basis, paid on a per hour basis as per Article 28, and work a minimum of four (4) hours when called in to work.

The Employer agrees that part-time employees within the bargaining unit shall be given the opportunity to work additional hours before any temporary employee is hired.

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- UNION SECURITY

.1 Union Shop

All those employees who are presently members of the Union or who are eligible for membership in the Union shall, as a condition of continued employment, maintain such membership or become members of the Union immediately upon the signing of this Agreement. All employees hired on or after the date of signing of this Agreement shall, as a condition of employment, become members of the Union within thirty (30) days of employment and maintain such membership.

.2 No Conflict

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.

.3 No Discrimination

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 the exercise of rights provided for in this Agreement, or for reason of membership or activity in the Union.

.4 Notification of Employee Status

The Employer agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, recalled or resigns. The Employer agrees to notify the Union within twenty-four (24) hours when an employee is laid off, suspended or terminated. For the purposes of this clause, notification to the shop steward shall be sufficient.

- CHECK-OFF

.1 Authorization

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

.2 Deduction of Dues

The Employer agrees to deduct an employee's Union dues beginning on the first pay date following four (4) weeks of employment.

.3 Collection of Dues

Before the fifteenth day of each month the Employer agrees to forward the collected Union dues by cheque to the Treasurer of the Union, together with a detailed list of names and amounts deducted.

.4 Notification by the Union

Before the Employer is obliged to deduct any amount under Section 1 of this Article, the Union must advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer, signed by the Secretary-Treasurer of the Union. Upon receipt of such notice, such changed amount shall be deducted.

- UNION ACTIVITY

.1 Union Explanation

The Employer agrees that a member of the Local Union Executive or a steward shall be allowed during regular working hours to meet and explain the function of the Union to each new employee during her/his first month of employment, and to sign the said employee into the Union. It is agreed that there shall be no undue disruption of work.

.2 Contact at Work

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

.3 Leave for Union Office

The Employer agrees to grant leave of absence without pay for up to one (1) year to employees who have been elected to a full-time office or position in the Union. Further leave may be granted by mutual consent. Seniority shall accumulate during the employee's leave of absence.

.4 Union Leave

The Employer, in consultation with the Head Supervisor, agrees to grant representatives of the union leave of absence without pay to attend union conventions or to perform other functions on behalf of the Union.

To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with reasonable proof prior to the commencement of leave under this Article. It is understood that employees granted leave of absence pursuant to this Article shall receive their current rates of pay while on leave of absence with pay.

.5 Union Meetings

The Employer agrees that the employees have the right to meet and discuss Union business at the workplace during working hours. It is understood and agreed that there shall be no undue disruption of work.

- STEWARDS

.1 Steward Election

There shall be a steward elected by the employees to see that the provisions of this Agreement are adhered to. If the steward is a part-time employee, there shall be an alternate steward elected to cover the absences of the steward.

.2 No Alterations

The steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

.3 Recognition

The Employer recognizes the stewards elected by the Union and shall not discriminate against such stewards for carrying out the duties proper to that position. A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

.4 Meeting the Employer

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a

supervisor intends to interview an employee for disciplinary purposes the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken.

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

.5 Without Loss of Pay

The stewards may investigate and process grievances or confer with representatives of the Union during regular working hours, without loss of pay. There shall be no undue disruption of work.

.6 Notification

The Union shall regularly notify the Employer, in writing, of the names of its Local Executive and its stewards.

– **- NO DISCRIMINATION**

.1 Human Rights

There will be no discrimination against an employee or prospective employee by reason of age, race, creed, colour, national origin, political or religious views or affiliation, sex, sexual preference, marital status, appearance or whether she/he has children.

.2 Personal Rights

The Employer agrees that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee. The Employer specifically agrees that there shall be no arbitrary rules regarding dress. Employees will not be asked or required to do personal work for representatives of the Employer.

– **- PROBATION PERIOD**

.1 Duration

- (a) Probation for full-time employees shall be three (3) months from date of hire.
- (b) Probation for part-time employees shall be four hundred and eighty-eight (488) actual hours worked or six (6) months, whichever occurs first.

.2 Rights

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

.3 Rejection During Probation

- (a) The Employer may reject any probationary employee for just cause. The test for just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she/he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Notice of rejection shall be in writing and shall set forth the reasons for rejection.
- (c) Where an employee feels she/he has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she/he may appeal the decision through the grievance procedure as per Article 23 of this Agreement starting at Step 2.

.4 Changes in Status - Probation

A temporary employee who has been appointed or converted to permanent employee status without a break in service, shall have all or part of the continuous period of service applied to the probationary period.

.5 Interview Expense

An in-service applicant for a posted position who is interviewed during normal working hours shall not lose any pay as a result of the said interview.

- HIRING COMMITTEE

The hiring and promotion of employees shall be done by the Hiring Committee which will consist of two (2) employees elected by the employees and two (2) representatives of the Employer. The hiring shall be done in the following manner:

- (a) The position opened shall be posted by the steward or alternate steward on the union bulletin board for at least five (5) working days. Copies of such notice shall also be sent to the union office and to employees on the recall list.
- (b) Interviews shall be conducted by the Hiring Committee and shall be set at a time convenient to the Hiring Committee.
- (c) After all the interviews are completed, the Hiring Committee shall choose the new employee through a majority vote of the Hiring Committee. In the event a tie occurs, the Employer shall render the final decision (e.g., tie breaker).
- (d) Meetings of the Hiring Committee shall take place during regular working hours whenever possible and the employees' representatives on the Hiring Committee shall suffer no loss of pay.
- (e) Part-time employees and employees on the recall list shall be given the first opportunity for full-time employees' jobs when they are vacant before hiring outside the bargaining unit, provided the employee has the necessary qualifications.

- LAYOFF AND RECALL

.1 Layoff

There shall be no reduction in the work force or in the total number of hours worked without a corresponding reduction in the work required. If a reduction of staff is necessary the Employer shall inform the Union. At the request of either Party a meeting shall be held and the following procedure adopted: The employee with the least amount of seniority will be the first laid off. It is understood and agreed that by the mutual consent of the Employer and the Union, seniority may be bypassed where necessary, e.g., when daycare personnel with the required qualifications must be retained. Laid off employees shall automatically be placed on the recall list.

Each employee, in case of layoff, shall receive four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

.2 Recall List

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

.3 Length of Recall

Any employee shall be on the recall list for a period of one (1) year.

.4 Notice of Recall

Notice of recall shall be made by telephone or, if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy shall be sent to the Union office.

.5 Salary of Recalled Employees

Recalled employees shall receive no less than their former salary plus any increments to which she/he has become entitled during the period on the recall list.

.6 Notice of Current Address

It shall be the responsibility of the employee on the recall list to keep the Employer informed of her/his current address.

.7 Emergency Closure

Any day other than a Saturday, Sunday or Designated Holiday on which the Day Care Centre is officially closed shall be designated a closure, and no employee shall suffer any loss of pay.

.8 Permanent Closure

(a) In the case of permanent closure of the Pooh Corner Day Care Society, each employee shall receive two (2) weeks' pay at the employee's current rate for each completed year of service to a maximum of ten (10) weeks' pay.

(b) In the event of closure, the Employer agrees to provide the employees with as much notice as possible, but in any event not less than thirty (30) days' notice.

- GENERAL

.1 Mileage

When an employee uses her/his car for daycare business, she/he must first obtain approval from the Employer and shall then be paid thirty-five cents (35¢) per kilometre. Employees shall not be required to transport children in their personal vehicles.

.2 Job Training

The Employer and the Union recognize that there may be need for a staff member to be away from the centre to complete courses related to the job, i.e., practicum. As the centre may not have sufficient funds to pay wages during this time, the following shall apply:

- (a) professional days allotted within the calendar year may be accumulated until the time of the practicum and be taken with pay during that time; (See Professional Day, Article 16.4).
- (b) wherever possible an exchange of staff taking a practicum shall be made with another day care centre;
- (c) Whenever the need for practicum arises, the employees accompanied by a Union representative shall meet with the Employer for discussion on the possibilities and funding available.

.3 Working Conditions

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

.4 Bulletin Board

The Employer agrees to provide one (1) union bulletin board in a permanent and prominent place acceptable to the Union.

.5 Protective Clothing

Where the need can be shown to exist by the employees, the Employer agrees to provide suitable protective clothing to protect the clothing of the employees.

.6 First Aid Kit

The Employer agrees to provide a proper first aid kit on the premises.

.7 Unsafe Equipment and Practices

Any employee who considers that any equipment or practice being carried on within the premises is unsafe for themselves or a child shall have the right to refuse to work with such equipment or under such conditions. If, however, the Employer is not in agreement with the employee that said equipment or practice is unsafe, and a satisfactory solution to the dispute is not made, then the Employer has the right to request arbitration on the matter.

.8 Working and Health Conditions

The Employer agrees to maintain good working and health conditions to the employees' work areas.

.9 No Harassment

The Employer shall not harass, belittle, usurp or interfere in the work of the employees.

.10 Staff Room

The Employer agrees to provide a staff area.

.11 Child Limit

The number of children for which Pooh Corner Day Care Centre is licensed as of the date of signing of this Agreement shall not be changed except by the Employer in consultation with the Licensing Board and the Head Supervisor.

.12 Staff Meetings

Staff meetings will be held after the scheduled work day twice per month, for a maximum of one (1) hour. Notwithstanding Article 18, staff who attend shall be compensated at overtime rates and shall have the option of taking it in pay or time off. All of which must be taken or paid out within the same calendar year.

.13 Parent Meetings

Employees will be paid at straight time for hours spent in quarterly parent meetings.

.14 Criminal Record Check

All employees shall be required to undergo a Criminal Record Check. Employees shall not be responsible for any costs incurred. The Employer shall not discriminate against an employee because of a Criminal record Check finding that is unrelated to the employment of a person as stated in Section 8 of the Human Rights Act of B.C. The procedure for handling such checks will be in accordance with the Criminal Records Review Act.

- LEAVES OF ABSENCE

.1 Compassionate Leave

(a) In the case of bereavement in the immediate family and close friends and relatives, an employee shall be entitled to a special leave at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed five (5) working days.

(b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, common-law partner or same-sex partner where the employee signs a declaration that they have been in a conjugal relationship for a period of at least twelve (12) months or more, and any

other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave, at her regular rate of pay, for two (2) days.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted compassionate leave and be credited the appropriate number of days to vacation leave credits.

.2 Leave Without Pay

An employee may apply for and receive a leave of absence without pay for personal reasons other than illness providing she/he makes a written request stating the reason to the Employer. Every reasonable effort shall be made to comply with the employee's request for such leave. Permission shall be obtained in writing. Refusals for such leave must also be obtained in writing with reasons for the refusal stated. The decision to grant such a leave will be made by the Personnel Committee in consultation with the Head Supervisor. Seniority and sick leave shall not be affected by such leave.

.3 Jury Duty

All time lost by an employee due to necessary attendance on jury duty or as a subpoenaed witness or attending as a witness for Pooh Corner Day Care Society shall be paid for at the rate of pay applicable to the employee. Once an employee is released from jury duty or witness duty, she/he shall be returned to her/his regular job. All jury duty pay or witness payments shall be reimbursed to the Employer by the interception of jury duty or witness payments cheques to the Employer.

.4 Special Leave

(a) Maximum leave entitlement under Article 14.4 shall not exceed a total of ten (10) working days per calendar year, unless additional special leave is approved by the Employer.

(b) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

- (1) marriage of the employee three (3) days
- (2) attend wedding of the employee's child one (1) day
- (3) birth or adoption of employee's child one (1) day
- (4) serious household or domestic emergency..... one (1) day
- (5) moving household furniture and effects..... one (1) day
- (6) attend his/her formal hearing to become a Canadian citizen..... two (2) days
- (7) attend funeral as pall-bearer or mournerone-half (½) day
- (8) court appearance for hearing of employee's child..... one (1) day.

(b) Two (2) weeks' notice is required for leave under subsection (b)(1), (2), (5) and (6).

(c) For the purposes of subsections (b)(1), (2), (3), (4), (5), (6), (7) and (8), leave with pay will be only for the work day on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under subsection (b)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of

residence which necessitates the moving of household furniture and effects during his/her normal working hours and if he/she has not already qualified for special leave under (b)(5) on one (1) occasion within the preceding twelve (12) months.

.2 Family Illness

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of three (3) days paid leave at any one time for this purpose. The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence may be developing.

.5 Mental Health Days Off

Two (2) days off with pay shall be granted per year. These days are not to be accumulated.

.6 Adoption Leave

An employee shall be granted a six (6) month unpaid leave of absence with all the same rights and privileges as the maternity leave in accordance with the federal guidelines governing adoption leave.

.7 Christmas Week Leave

During the Christmas week, December 25-31, 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. The time off and work schedule for this period shall be jointly determined by the parent board and the staff. If the centre should close temporarily during this period, staff shall receive their regular rate of pay. During Christmas week the centre shall close if sixty percent (60%) or more of the clients do not need care.

- 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 Schedule

Employees shall receive an annual vacation with pay as follows:

Calendar Years	Work Days
2-4.....	20
5.....	25
6.....	26
7.....	27
8.....	28
9.....	29
10+	30

except the Head Supervisor, who shall receive twenty (20) days' entitlement in the first calendar year.

For computation of vacation entitlements, employees who have completed six (6) months of service shall be deemed to be in their first calendar year.

.3 Vacation Schedule For First Incomplete Year

Each employee shall receive in the first incomplete year of service one and one-half (1½) working days for each month worked prior to December 31st, with the right to take days as they are accumulated.

.4 Temporary Employees

Temporary employees shall be entitled to receive annual vacation entitlement at the rate of four percent (4%) of her/his regular earnings.

.5 Paycheques

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

.6 Accumulation or Carryover of Vacation

Employees shall be entitled to bank a maximum of five (5) days' vacation and shall take the banked vacation in the following year with no further carryover. An employee will be entitled to take a six (6) week vacation provided that three (3) months' notice is given or by consent of the Employer.

.7 Split Vacations

Employees desiring to take holidays in broken periods shall be entitled to do so, subject to the requirements of Pooh Corner Day Care Society.

.8 Termination

An employee terminating her/his employment shall receive her/his vacation entitlement according to a formula based on actual days worked during that calendar year. Example: January-March = ¼ of the year worked and the entitlement shall equal ¼ of the annual entitlement. When calculating the vacation entitlement, the employee's starting date will be used to establish any time owed either by the Employer or the employee, if no vacation was taken before the end of the first year of service.

.9 Conflict in Vacation Scheduling

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees. Seniority only to be exercised in conjunction with Articles 15.10 and 15.11.

.10 Vacation Scheduling

- (a) Employees shall draw up a vacation schedule by April 30th of each calendar year.
- (b) Scheduling of vacation shall be requested and approved in order of seniority.

(c) Vacation schedules, once approved by the Employer (or their designate) shall not be changed, other than in cases of emergency, and/or by mutual agreement between the employees. Such permission and/or final approval for this change will not be unreasonably withheld by the Employer or their designate.

.11 Preference in Split Vacations

Where an employee wishes to split her/his vacation, her/his second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

.12 Illness

Absence due to any illness, accident or paid leave, if such absence is not more than two (2) months in duration, shall be deemed to be time worked for the purpose of vacation entitlement.

.13 Compensation of Holidays Falling Within Vacations

When a designated holiday falls on or is observed during an employee's annual vacation, she/he shall be granted an additional day's vacation without loss of pay for each designated holiday in addition to her/his vacation time.

.14 Paid Leave During Vacation

If an employee is entitled to sick leave or compassionate leave or other paid leave set out in this Agreement, during the period of their vacation, such leave shall not be deducted from their vacation. If the employee falls ill and claims sick leave during vacation, the Employer can require a medical certificate, an indication that the employee has returned from vacation as a result of illness or injury, and in the event the employee did not return, an indication that the employee was either hospitalized or otherwise confirmed as a result of the illness or injury.

- DESIGNATED HOLIDAYS

.1 Paid Holidays

- | | |
|-----------------------|-----------------|
| New Year's Day | Labour Day |
| Thanksgiving Day | Easter Monday |
| Victoria Day | Christmas Day |
| British Columbia Day | Boxing Day |
| Good Friday | Remembrance Day |
| Dominion (Canada) Day | |

In addition, any other day proclaimed as a holiday by the Federal or Provincial Governments shall be deemed a designated holiday.

.2 Compensation for Holidays Falling on Scheduled Days Off

When a designated holiday falls on the regular day off of an employee, she/he shall choose either to be granted an equivalent time off without loss of pay or to be paid an additional day's pay. The time at which

the time off is to be taken is to be determined by the employee subject to approval by the majority of employees. Such approval will not be unreasonably withheld.

.3 Pay for Work on Designated Holidays

When the Employer requires the Centre to remain open, an employee who works on a designated holiday shall choose either to be paid at the rate of double time or to receive equivalent time off with pay. The time at which the time off is to be taken shall be determined by the employee subject to the approval of a majority of employees. Such approval shall not be unreasonably withheld.

.4 Professional Development

(a) An employee may take five (5) days a year with pay, in addition to taking (with pay) the first aid renewal exams, to take part in courses, conferences, workshops, institutes, observations or in service training sessions.

(b) Professional days within the calendar year may be used singularly or in a block. However, unused professional days shall not be banked or carried over into the next calendar year except for use in conjunction with practicum leave. Ten (10) days' professional development leave may be accrued for this purpose.

(c) Additional time may be granted upon approval of the board to be paid at straight time and at times mutually agreed upon between the Employer and the employee.

The Employer will pay up to seventy-five dollars (\$75) toward the cost of professional development activities per staff person as set out in this Article.

- HOURS OF WORK

.1 Work Day and Work Week

(a) Hours of work for all full-time employees shall be thirty-seven and one-half (37½) hours per week.

(b) The regular hours worked in any one day shall not exceed seven and one-half (7½) hours, which are to be worked between 7:30 a.m. and 5:45 p.m.

(c) Notwithstanding Clause 17.1(a) and (b) above, the work week may, with mutual agreement between employee and Employer, be worked in a period of less than five (5) days.

(d) The Head Supervisor, in consultation with the employees at Pooh Corner Day Care Centre, under the guidelines of (a) and (b) above, shall decide the work schedule.

.2 Meal Period

Employees shall be allowed to take one continuous period for meals of not less than thirty (30) minutes.

.3 Relief Periods

Employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one to be taken during the first half of each shift and the other during the second half of each shift.

– **- OVERTIME**

.1 Definition

Overtime is that time worked in excess of each individual employee's working day or in excess of thirty-seven and one-half (37½) hours per week or in excess of seven and one-half (1½) hours in a day.

.2 Overtime Premium

Compensation for any overtime worked shall be paid at double time.

.3 Call Back

An employee called back to work after completing a normal day's work or from a normal day off or from vacation shall be paid at overtime rates for all hours worked and will be paid for a minimum of four (4) hours.

.4 Overtime Minimum

Overtime shall be paid in one-half (½) hour periods regardless of the time worked in any one-half (½) hour period.

.5 Time Off in Lieu of Overtime

Employees who work overtime shall choose either pay or time off in lieu of overtime pay. Generally overtime expressed in hours shall be paid. An employee who is to receive compensating time off shall be given compensating time off equivalent to the number of hours for which she/he would have been paid for the overtime worked. The time at which the compensating time off is to be taken shall be determined by the employee subject to the approval of the majority of the employees. Such approval shall not be unreasonably withheld. Should conflict arise amongst the employees, then the supervisor or head supervisor will make the final decision.

.6 Voluntary Overtime

All employee shall have the right to refuse to work overtime without being subject to disciplinary action for so refusing, unless an employee is last to leave. In that case, the employee must stay until each child has been picked up by a parent or guardian, and the employee will be entitled to overtime payment according to the contract.

– **- MATERNITY LEAVE**

.1 Qualifying Period

A pregnant employee shall qualify for maternity leave upon completion of her probation period.

.2 Leave Extension

Upon request, the employee shall be granted leave of absence without pay for a period of up to six (6) months, subject to extension upon application to the Employer. Such an extension shall not be unreasonably denied.

.3 Commencement of Leave

The employee shall decide when she shall commence maternity leave.

.4 Return to Work

Upon return to work, the employee shall be reinstated in her former position with the same pay and any increments that the employee may have been entitled to during the leave, and without loss of seniority entitlements.

.5 Accrual of Sick Leave and Vacation

The employee shall accumulate sick leave and vacation entitlements for the period of paid maternity leave.

.6 Illness During Pregnancy

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

.7 Special Benefits

Parental benefits will be granted, upon request as per the Unemployment Insurance Act.

.8 UIC Top-up

The Employer agrees to top up the UIC Maternity Leave Benefit by fifteen percent (15%) of the employee's salary payable six (6) months after the employee's return to work upon expiry of her leave.

- SICK LEAVE

.1 No Discrimination

No employee shall be discriminated against, or lose seniority, or be severed because of illness, or illness of her/his child. An employee may use her/his entitlement under Article 14.5 to care for his/her child should the child become ill.

.2 Medical Certificate

- (a) Where an employee is ill, she/he must report by telephone or otherwise to Pooh Corner Day Care Centre.
- (b) On request, a doctor's certificate will be required after two (2) days' illness.

.3 Medical Examinations

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

.4 Medical and Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside regularly schedule working hours, time off for medical and dental appointments for employees or for dependent children shall be permitted with pay and the time off shall be deducted from the employee's sick leave bank.

.5 Access to Sick Leave Records

The Employer shall make sick leave records available to the employee upon request.

.6 Paid Sick Leave Entitlement

The employee shall be entitled to one and one-half (1½) days per months sick leave with the right to accumulate thirty (30) days and carry these accumulated days over the next calendar year.

.7 Sick Leave - Workers Compensation

The Employer shall cover the employees under the Worker's Compensation Act. Employees with accumulated sick leave to their credit shall turn over to the Employer any monies paid or payable to them by the Worker's Compensation Board, and upon doing so shall receive full pay up to the value of the accumulated sick leave. In such cases there shall be a deduction from the accumulated sick leave of one-quarter (¼) of the time the employee is absent where applicable by the Worker's Compensation Board Regulations. If there is no credit of sick leave, the employee shall retain her/his Worker's Compensation Board cheques.

.8 Immunization(s)

The Employer agrees to pay, one hundred percent (100%) the cost of any immunization(s) staff require due to conditions at work.

- PATERNITY LEAVE

.1 Paternity Leave Entitlement

Employees shall be entitled to two (2) weeks paternity leave with full pay.

.2 Paternity Leave Extension

Upon request, the employee shall be granted a leave of absence without pay for a period of up to six (6) months, subject to extension upon application to the Employer. Such an extension shall not be unreasonably denied.

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- HEALTH AND WELFARE PLANS

.1 Health and Welfare Plans

A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

.2 Medical and Dental

- (a) The Employer shall pay one hundred percent (100%) of the cost of the employee's medical coverage.
- (b) The Employer shall pay one hundred percent (100%) of monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.
- (c) The Employer shall pay one hundred percent (100%) of the monthly premium for regular employees entitled to coverage under a mutually acceptable dental plan.

–

- GRIEVANCE PROCEDURE

.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit

shall be resolved in accordance with the following procedures:

.2 Step 1

In the first Step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance, but shall submit through another steward or Union staff representative.

.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 23.4, must do so not later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance

.4 Step 2

- (a) Subject to the time limits in Article 23.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate 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 the 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 to 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:

- (b) within fourteen (14) days after the decision has been conveyed to his/her by the representative designated by the Employer to handle grievances at Step 2;
- (c) within fourteen (14) days after the Employer's reply was due.

.5 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.

.6 Failure to Act

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

.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 24, 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.

23.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance 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.

.8 Dismissal or Suspension Grievance

- (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.

.9 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.

.10 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.

.11 Technical Objections to Grievance

It is the intent of both Parties of this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

–

- 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 term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 23, notify the other Party within thirty (30) days of 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 following list:

- Stephen Kelleher
- Judi Korbin
- Vince Ready

.3 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 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, but the same must be in writing.

.8 Witness

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) work 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 preliminary objection; and
 - (8) demotions.

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

- (c) The Parties agree to using the approved list of single arbitrators, pursuant to Article 24.2 to hear and resolve groups of grievances.
- (d) 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.
- (e) 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.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in Clause 24.9(b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing, pursuant to Article 24.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

- DISCHARGE/SUSPENSION/DISCIPLINE

.1 General

Any discipline is subject to the Grievance Procedure.

.2 Dismissal Committee

All cases of dismissal shall be the responsibility of the Dismissal Committee. The Dismissal Committee shall consist of the employees and representatives of the Employer, equal in number. A majority decision of the Committee shall be required to dismiss an employee. Any dismissal is subject to Article 23 (Grievance Procedure and Arbitration).

In the event that a tie occurs, the Employer shall render the final decision (eg. tie breaker vote).

.3 Employer Investigation

The parties agree that in certain situations, it may be in the best interest of both employer and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without loss of pay until the employer makes a decision relative to imposing discipline.

.4 Reinstatement for Unjust Cause

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

.5 Notice of Resignation

A Head Supervisor who resigns is required to give one (1) month's notice in writing to the Employer.

Employees, except a temporary employee, who resigns are required to give two (2) weeks' notice in writing to the Employer. Failure to provide that required notice, the Employer has the right to withhold monies owed.

Under extraordinary circumstances the Head Supervisor and the Personnel Committee may waive the above requirement(s).

.6 Benefits and Dismissal

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

.7 Suspension

The Board may suspend an employee for just cause. Notice of suspension shall be in writing and should clearly outline reasons for the suspension.

.8 Evaluation Reports

Where an evaluation report of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the evaluation report. Provision shall be made on the form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that

the employee has read and accepts the evaluation report, and the other indicating that the employee disagrees with the evaluation report. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation report. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

.9 Personnel File

An employee, or the President of the Union (or his/her designate) with the written authority of an employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

.10 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include, letters of reprimand and performance evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record.

- PICKET LINES

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

- SENIORITY

.1 Definition

Seniority shall mean length of service at Pooh Corner Day Care Centre and shall be credited for all service prior to certification of the bargaining unit.

.2 No Loss of Seniority

An employee shall not lose seniority for any of the following reasons: sick leave, union leave, vacations, special leave off, promotion. Employees will lose seniority rights if they refuse to work on recall after layoff, or if they have been dismissed.

.3 Promotion

Promotion within the bargaining unit, i.e., from day care supervisor to Head Supervisor provided that she/he has the necessary qualifications shall be made on the basis of seniority and suitability.

.4 Bridging of Service

If a regular employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon applications he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than three (3) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as an auxiliary;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

Former employees who meet the conditions outlined above will have in-service status when applying for re-employment, and shall, for the purpose of the selection process, be credited with points for the years of continuous service accumulated to the effective date of termination.

- **PERSON IN CHARGE**

.1 Head Supervisor Coverage

When the Head Supervisor is absent for any reason, other than administrative time, for more than one (1) day, the Employer in consultation with the Head Supervisor shall appoint a person in charge.

The person in charge will take over full responsibilities of the Head Supervisor position as well as her/his own duties and will be paid at the Head Supervisor rate. The person appointed shall be suitable, fully qualified, and seniority will be respected.

.2 Administration Time

The Head Supervisor will set aside seven and one-half (7½) hours per week to perform administrative duties only. The person in charge on those days shall be appointed in accordance with Article 27.1.

- **WAGES**

.1 Substitution

All employees of Pooh Corner Day Care Society shall be paid according to job classifications, qualifications, and seniority. When an employee works in a higher job classification she/he will be paid according to the higher pay rate from the first day worked in that grade.

.2 Rates of Pay

Effective January 1, 1996

Effective January 1, 1996	
Head Supervisor	2,725/mo.
Daycare Supervisor	2,358/mo.
Daycare Assistant*	2,253/mo.
Relief/Substitute	11.34/hr.
<p><i>* This is a training position. Upon completion of the Infant Toddler Certificate Programme, the incumbent will be reclassified to a Daycare Supervisor.</i></p>	

All employees will receive a lump sum payment of 4.8% for every hour worked from April 1, 1995 to December 31, 1995.

Payment of retroactivity and lump sum will follow the receipt of funds from the Ministry for Children and Families.

- JOB EVALUATION

.1 New Classifications

When a new or substantially altered classification is introduced, the classification and rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the classification or the rate of pay for the job in question, the matter shall be referred to arbitration under Article 23 of this Agreement. The new rate of pay shall be retroactive to the time the classification was established.

.2 Elimination of Present Classification

The Employer agrees to consult with the Union prior to the elimination of any classification included in this Agreement.

- JOB CLASSIFICATIONS

Employees are responsible for the physical and mental health and welfare of each child while in the Centre's care.

Child Care Workers are not to be held responsible for:

- the upkeep (maintenance) of the building and grounds, and janitorial work;
- the labour in food preparation;
- the bookkeeping and accounting.

Employees will be provided with a clear job description.

**SIGNED ON BEHALF OF THE UNION:
EMPLOYER:**

SIGNED ON BEHALF OF THE

John T. Shields, President

Rhonda Fraguas, Chair

Michelle Ferguson
Bargaining Committee

Chantal Walker, Treasurer

Oliver Krautsieder
Bargaining Committee

Paula Butler, Human Resources,
Labour Relations Consultant, CSSEA

Chris Mullen
Coordinated Bargaining Representative

Dated this _____ day of _____, 19 _____.

APPENDIX 1**MEMORANDUM OF UNDERSTANDING
RE: JOB SHARING****1. Definition**

Job Sharing shall be defined as:

a voluntary work arrangement whereby the duties and responsibilities of a full-time position may be shared in a manner that would accommodate two (2) existing permanent employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer.

2. Prior Notification

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

3. Notification of Employees

The Employer agrees to notify each employee entering a Job Sharing Agreement of how their rights and entitlements will be affected by entering into the Agreement.

4. Number of Employees

- (a) The Union and the Employer agree that no more than one (1) position in each centre shall be covered by a Job Sharing Agreement at any one time.
- (b) Positions which become the subject of a job sharing program must remain in the Employer's staff complement as full-time positions in the workplace.

5. Seniority

Employees entering a Job Sharing Agreement shall continue to receive full credit for seniority as provided by Article 26 of the Collective Agreement.

6. Layoff & Recall

Where a senior employee exercises his/her rights, as provided for in Article 12 of the Collective Agreement, then the following will apply:

- (a) where the two employees involved in the Job Sharing Agreement are junior to the person exercising his/her rights under Article 12, then the senior employee shall be placed in the position;
- (b) here the employee exercising his/her rights under Article 12 is junior to one of the employees covered by the Job Sharing Agreement, then the employee exercising his/her rights under Article 12 shall replace the junior employee;

- (c) here an employee covered by this Memorandum of Understanding has been displaced pursuant to Article 12 of the Collective Agreement, he/she shall have the full rights as provided for under Article 12.

7. Work Schedules

- (a) The Employer and the Union agree that all Job Sharing Agreements shall be in writing and must be agreed to by the employees involved.
- (b) Work schedules shall not be for less than three and one-half (3½) hours per day.
- (c) This Job Sharing Agreement shall be for one-half (½) day, five (5) days per week.
- (d) Upon ninety (90) days' notice, the employee shall be entitled to revert back to the shift he/she was working prior to entering the Work Sharing Agreement. Where such a change will affect other employees' hours of work, the change shall not occur before the affected employee has been given ninety (90) days' notice.

8. Employee Benefits

- (a) Employees party to this Job Sharing Agreement shall be entitled to all health and welfare benefits outlined in Article 22 of the Collective Agreement.
- (b) Sick Leave - to be prorated as provided for in Article 20 of the Collective Agreement.
- (c) Statutory Holiday Pay - to be prorated as provided in Article 16 of the Collective Agreement.
- (d) Vacation - entitlement to annual vacation on a prorated basis as provided for in Article 15 in the Collective Agreement.

9. Application of Agreement

Except as otherwise noted in this Memorandum of Understanding, all of the provisions of the Collective Agreement apply to employees covered under a Job Sharing Agreement.

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

**SIGNED ON BEHALF OF THE UNION:
EMPLOYER:**

SIGNED ON BEHALF OF THE

John T. Shields, President

Rhonda Fraguas, Chair

Michelle Ferguson
Bargaining Committee

Chantal Walker, Treasurer

Oliver Krautsieder
Bargaining Committee

Paula Butler, Human Resources,
Labour Relations Consultant, CSSEA

Chris Mullen
Coordinated Bargaining Representative

Dated this _____ day of _____, 19 ____.