

**COLLECTIVE AGREEMENT**

**between the**

**VANCOUVER ABORIGINAL FRIENDSHIP CENTRE SOCIETY  
(SUNDANCE DAYCARE)**

**and the**

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

**Effective from January 1, 1998 to March 31, 2000**

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**LETTER OF AGREEMENT**

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**PREAMBLE**

To encourage effective and efficient operations.

To promote the morale, well-being and security of all employees.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

**ARTICLE 1 - PURPOSE OF AGREEMENT**

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.

**ARTICLE 2 - RECOGNITION**

The Employer recognizes the B.C. Government Employees' Union as the exclusive Union bargaining agent of all the employees at Sundance Daycare, located at 1607 East Hastings, the Vancouver Aboriginal Friendship Centre Society.

**ARTICLE 3 - TERM OF AGREEMENT**

This contract shall be in force effective from January 1, 1998 to and included March 1, 2000. Articles of this Agreement shall remain in full force and effect from year to year thereafter, unless either Party, within three (3) months immediately preceding the date of expiry of this Agreement give to the other Party written notice of its desire to change or amend this Agreement.

**ARTICLE 4 - DEFINITION OF EMPLOYEES**

**4.1 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 March 17, 1983.

**4.2 Definition of Employee**

*Full-time Employee:* Full-time employee shall mean any employee who normally works the regular work week as outlined in Article 18 (Hours of Work). Such employee shall be paid every second Friday.

*Part-time Employee:* Part-time employee shall mean any employee who works on a continuous basis but normally works less than the regular week as outlined in Article 18 (Hours of Work). Such employee shall be paid every second Friday.

*Temporary Employee:* A Temporary employee shall mean any employee who works on a substitute or casual basis. Such employees shall be paid within five days after the time worked. 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 worked, and for overtime, on the same basis as permanent employees. 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.

*Casual Employee:* A casual employee is an employee who, after being hired as per Article 11 as a casual employee, works at the centre to replace a permanent employee in the event of maternity leave, adoption leave, leave of absence, long term illness, and any other time deemed required decided mutually by the staff and the V.I.C. Board. The casual employee will be paid the same wages as the person they are replacing. Casual employees will receive 4% holiday pay in lieu of holidays. Casual employees are not entitled to professional days. A casual employee is entitled to receive all other benefits as specified in the Union contract. After 6 months consecutive service, the casual employee shall be entitled to holidays following the same formula as Article 15 (Vacations), and professional leave days.

*Special Needs Early Childhood Educator:* A full-time employee who deals with special needs children. The special needs teacher is funded by the Ministry of Social Services and Housing, through a Specialized Day Care Services Agreement. With the exception of wages and statutory requirements, all the terms and conditions of employment are governed by this Collective Agreement.

## **ARTICLE 5 - UNION SECURITY**

### **5.1 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 a member 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 and maintain such membership.

### **5.2 No Discrimination**

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

### **5.3 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.

### **5.4**

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 purpose of this clause, notification to the shop steward shall be sufficient.

**ARTICLE 6 - CHECK-OFF**

**6.1 Authorization**

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

**6.2 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.

**6.3 Collection of Dues**

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

**6.4 Notification by the Union**

Before the Employer is obliged to deduct any amount under Section 2 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 Treasurer of the Union. Upon receipt of such notice, such changed amount shall be deducted.

**ARTICLE 7 - UNION ACTIVITY**

**7.1 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 understood that there will be no undue interruptions of normal child care operations.

**7.2 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. Management will be notified at least twenty-four (24) hours prior to these meetings.

**7.3 Leave for Union Office**

The Employer agrees to grant leave of absence without pay for up to one year to employees who have been elected to a full-time office or position in the Union. Further leave may be granted by leave of absence.

**7.4 Short Term Leave of Absence**

The Employer 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.

**7.5 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 will be no undue disruptions of work.

**ARTICLE 8 - STEWARDS**

**8.1 Recognition**

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

**8.2 Meeting with the Employer**

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

**8.3 No Loss of Pay**

The Steward(s) may investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay provided this does not interfere with her/his normal responsibilities as a Daycare Worker.

**8.4 Notifications**

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

**ARTICLE 9 - NO DISCRIMINATION**

**9.1 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. Hiring practices may follow the Human Rights Act Section 19, Subsection 2.

**9.2 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. This does not prevent any appropriate discussion with an employee by the Board members in the event of a complaint. Employees will not be asked or required to do personal or Board work for representatives of the Employer.

**9.3 Sexual Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Harassment is defined as any sexually oriented behaviour that undermines a person's job performance and threatens her/his economic livelihood. The threat may be overt or implicit.

**ARTICLE 10 - PROBATION PERIOD**

**10.1 Duration**

Employees will be on probation for a period of three (3) calendar months from their date of hire. By mutual agreement between the Employer and the employee the probation period may be extended for one (1) calendar month.

**10.2 Rights**

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

**10.3**

The probationary employee shall be given two (2) weeks notice of discharge or two (2) weeks pay in lieu of notice and the Employer must supply an explanatory letter to the employee giving reasons for release. A copy of this letter shall be forwarded to the Union.

**ARTICLE 11 - HIRING**

The hiring of employees shall be done by the General Manager in consultation with the Daycare Senior Early Childhood Educator.

**11.1**

The position shall be posted on the staff bulletin board for at least five (5) working days and advertised outside the centre and to employees on the recall list.

**11.2**

After all interviews are completed, one to three prospective employees shall be asked to work on one (1) day at the centre with pay. The employees shall report their impressions of the applicant to the General Manager and the Daycare Senior Early Childhood Educator.

**11.3**

If the staff approves the choice of the General Manager in consultation with the Daycare Senior Early Childhood Educator, he/she will make a decision and forward the decision to the Society, with a copy to the Union.

**ARTICLE 12 - LAYOFF AND RECALL**

**12.1 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. 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 provided funds are available.

**12.2 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.

**12.3 Length of Recall**

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

**12.4 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.

**12.5 Salary of Recalled Employees**

Recalled employees shall receive no less than their former salary when recalled to work at Sundance Daycare.

**12.6 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.

**12.7 Emergency Closure**

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

**12.8 Permanent Closure**

In case of closure of the Sundance Daycare Centre each employee shall receive two (2) months notice or two (2) months salary in lieu of notice provided funds are available.

**ARTICLE 13 - GENERAL**

**13.1**

When an employee uses her/his car for daycare business, e.g., transport of students buying of supplies, she/he must first obtain approval from the Employer and shall then be paid thirty-five cents (35¢) per kilometre. No more than one (1) employee at a time may be reimbursed for mileage.

**13.2**

Thirty percent (30%) of any additional automobile insurance coverage necessary for employees to carry out Daycare business in personal vehicles, shall be paid by the Employer.

**13.3 Petty Cash**

- (a) The Employer shall allocate four hundred and thirty dollars (\$430) per month for petty cash. This sum will be used at the discretion of the employees, who shall keep proper record of its use.
- (b) Sundance Daycare will be notified and receive quarterly and monthly statements regarding their account from the Vancouver Aboriginal Friendship Centre Society's Payroll Department.

**13.4 Bulletin Board**

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

**13.5 First Aid Kit**

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

**13.6 Unsafe Equipment and Practice**

Any employee who considers that any equipment or practice being carried on within the premises is unsafe 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.

**13.7 Janitorial Services**

It is the Employer's responsibility to pay for and ensure that an adequate standard of cleanliness be maintained in the Sundance Daycare Centre from week to week. Contracting out of this service is entirely the responsibility of the Employer.

**13.8 Working and Health Conditions**

The Employer agrees to maintain good working and health conditions in the Employee's work areas. This includes responsibility for arranging that the laundry will be taken weekly to a drop off/pick up laundry service.

**13.9 No Harassment**

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

**13.10 Staff Room**

The Employer agrees to provide a staff area.

**13.11**

Staff meetings shall be included in the weekly computation of hours worked.

**ARTICLE 14 - LEAVE OF ABSENCE**

**14.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay for five (5) work days. Any employee who is required to attend to affairs connected with the funeral and/or to travel in connection with the funeral outside the Lower Mainland including out of Province, shall be granted upon request an additional leave with pay of up to three (3) days.

(b) Immediate family is defined as an employee's parent, grandparents, grandchild, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, niece, nephew, aunt, uncle, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) Employees shall be granted one (1) day leave of absence with pay to attend a funeral of a close friend.

**14.2 Leave Without Pay**

After two (2) years' continuous service, an employee may apply for and receive leave of absence without pay for up to one (1) year for personal reasons other than illness provided the employee makes written request to the Employer at least one (1) month in advance, wherever possible, and provided that a qualified replacement is available for work in the Daycare Centre.

**14.3**

An employee who is called for jury duty or as a court witness shall continue to receive her/his regular pay less the amount paid in respect to jury duty or as witness fees for the day she/he is normally scheduled to work.

**14.4 Professional Days**

An employee may take five (5) days a year to take part in courses, conferences, workshops, institutes, evening meetings, observations at other centres, or in-training sessions, such leave to be paid, and at times mutually agreed upon between the Employer and the employee.

**14.5 Practicums**

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

**14.6**

Any employee granted unpaid leave of absence totalling up to twenty (20) working days in any calendar year shall continue to accumulate seniority and all benefits.

If on unpaid leave of absence for more than twenty (20) working days in any calendar year, the employee shall not accumulate seniority or benefits from the twenty-first (21st) day of unpaid leave to the last day of unpaid leave but shall receive credit for all previously earned seniority and benefits upon expiration of the unpaid leave.

Employees on an unpaid leave of absence for more than twenty (20) days will have the option of continuing benefit coverage at their own expense.

**14.7**

An employee wishing to take courses which would enrich and improve the quality of care at the Centre, shall apply, in writing, to the staff and the Employer. The employee shall receive a reply within fourteen (14) days. The Employer shall pay fifty percent (50%) of the cost of such courses, based on the agreement that the employee shall continue working at Sundance Daycare Centre for eight (8) months following completion of courses, unless this requirement is waived by the staff and the Employer due to unforeseen circumstances.

**14.8 Special Leave**

An employee shall be entitled to special leave at her/his regular rate of pay for the following:

- < Marriage (of employee or in immediate family) .....2 days

- < Separation or Divorce .....2 days
- < Attending a Formal Hearing and/or Ceremony to Become a Canadian Citizen .....2 days
- < Moving her/his Permanent Address .....1 day
- < Adoption of a Child .....2 days  
 (With the right to take an unpaid leave of absence the same as  
 maternity leave and governed by Unemployment Insurance regulations.)

**ARTICLE 15 - ANNUAL VACATIONS**

**15.1 Pay for Vacation**

Rates of pay for employees on vacation shall be those which the employee would have received if she/he had worked.

**15.2**

Employees shall receive an annual vacation entitlement, with pay, on the following basis:

| <b>Vacation Years</b>       | <b>Work Days</b> |
|-----------------------------|------------------|
| First and Second year.....  | 10               |
| Third and Fourth year ..... | 20               |
| Fifth to Tenth year .....   | 25               |
| Ten and thereafter .....    | 30               |

**15.3**

In addition, the Employer will provide one (1) additional week per year of unpaid vacation leave upon the request of the employee.

**15.4**

Carry over of vacation entitlements must have the approval of the Employer.

**15.5**

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

**15.6**

Employees desiring to take holidays in broken periods shall be entitled to do so providing these periods are not smaller than one (1) week.

**15.7**

Employees shall, upon giving fifteen (15) calendar days notice, receive on the last working day proceeding commencement of their vacations, any paycheques which would normally fall due during the period of their vacation.

**15.8**

Scheduling of vacations will be done by the employees in consultation with the General Manager.

**15.9**

Vacation entitlement for any employee who terminates before the end of her/his vacation year shall be computed in accordance with Article 15.2.

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 than entitled, she/he shall have the difference deducted from her/his final pay cheque.

**ARTICLE 16 - DESIGNATED HOLIDAYS**

(The Daycare operates on regular daycare hours)

|                            |                   |
|----------------------------|-------------------|
| New Year's Day             | Labour Day        |
| Good Friday                | Thanksgiving Day  |
| Easter Monday              | Remembrance Day   |
| Victoria Day               | Christmas Eve Day |
| Aboriginal Day (June 21st) | Christmas Day     |
| Dominion Day (Canada Day)  | Boxing Day        |
| British Columbia Day       |                   |

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

**16.1 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 denied.

**16.2 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, [i.e. two (2) days off]. 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.

**16.3 Christmas/New Year's Conversion**

Scheduling of work on December 27, 28, 29, 30, and 31 will be established by the Staff and Board according to the daycare requirements of this period. If no service is required or reduced service will suffice, necessary arrangements will be made so that employees may be given paid leave on these days. Two (2) weeks before these days (December 27, 28, 29, 30, and 31) a calendar will be posted on the bulletin board. Each parent is responsible for indicating the days which they will not require childcare. The week before such days is the deadline, and any parent that has not signed by this day will be regarded as not needing childcare. If five (5) or fewer children require childcare then the Centre will be closed. At this time staff work shifts will be rescheduled if necessary.

## ARTICLE 17 - PROFESSIONAL DEVELOPMENT

The Employer recognizes that it has a responsibility to encourage the fullest development of staff capability. To this end, the Employer agrees to arrange for leave with pay to take part in courses, conferences, workshops, institutes, evening meetings or in-service training sessions, such leave to be paid at straight time. Attendance at such sessions must be approved in advance by the Employer. Such sessions shall not exceed thirty-two (32) hours per year.

## ARTICLE 18 - HOURS OF WORK

### 18.1 Work Day and Work Week

- (a) Hours of work for all full-time employees shall be forty (40) hours per week - eight (8) hours per day; and twenty (20) hours per week - four (4) hours per day for part-time employees.
- (b) The regular hours worked in any one (1) day shall not exceed eight (8) hours, which are to be worked between 8:00 a.m. and 5:00 p.m.
- (c) The employees at Sundance Daycare Centre, under the guidelines of (a) and (b) above shall decide the work schedule.

### 18.2 Relief and Meal Periods

- (a) included in the eight (8) hour work day shall be two (2) fifteen minute relief breaks and a thirty (30) minute meal break.
- (b) Employees working less than eight (8) hours per day shall receive breaks on a prorated basis.

### 18.3

Scheduling of hours of work shall be based on seniority where there is a conflict between employees.

### 18.4

Employees shall be paid for eight (8) hours per day.

### 18.5

There shall be no contracting out of bargaining unit work except with prior consultation and agreement with the Union.

### 18.6 Job Description

Each employee, upon date of hire, shall be given a copy of her/his job description. Job descriptions shall be included in this collective agreement.

An employee who is assigned in accordance with the terms of this Agreement, to a higher paying classification shall be paid the rate and benefits for that classification for the time she/he performs such job.

### 18.7 New Classification

Any new classification (including job descriptions and rate of pay), or any changes in classifications during the life of this Agreement shall be mutually agreed upon by the Union and the Employer.

**ARTICLE 19 - OVERTIME**

**19.1 Definition**

Overtime is that time worked in excess of forty (40) hours per week or eight (8) hours in a day.

**19.2 Overtime Premium**

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

**19.3 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.

**19.4 Time Off in Lieu of Overtime**

Employees who work overtime shall be compensated with time off in lieu of pay. An employee 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 employees. Such approval shall not be unreasonably withheld amongst employees.

**19.5 Voluntary Overtime**

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

**ARTICLE 20 - PARENTAL LEAVE**

**20.1**

The period of parental leave shall be in accordance with the Parental Provisions of the Employment Insurance Act.

**20.2**

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.

**20.3**

The employee shall decide when she/he shall commence parental leave.

**20.4**

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

**20.5**

The employee shall accumulate sick leave and vacation entitlements for the period of paid parental leave under Article 20.1.

**20.6**

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

**20.7**

Upon the birth or adoption of her/his baby, an employee who does not take leave under Article 20.1 is entitled to two (2) weeks leave of absence with pay.

**20.8**

Sick Leave may be used by a pregnant employee when there is a known or suspected case of German Measles or any other disease or condition which is harmful to pregnancy occurs in the Daycare Centre.

**ARTICLE 21 - SICK LEAVE**

**21.1 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 sick days to care for her/his child should the child become ill.

**21.2**

- (a) Where an employee is ill, she/he must report by telephone or otherwise to Sundance Daycare.
- (b) A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.

**21.3 Medical and Dental Appointment**

Absence for medical and dental appointments shall not be deducted from an employee's normal sick leave credits nor shall any pay be deducted.

**21.4 Access to Sick Leave Records**

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

**21.5 Paid Sick Leave Entitlement**

Employees shall be entitled to two (2) days per month paid sick leave with the right to accumulate twenty-four (24) days.

**21.6**

If the employee receives Workers' Compensation benefits while she/he is collecting sick leave, she turns them over to the Employer. If there is no credit of sick leave, the employee shall retain her/his Workers' Compensation benefits cheques.

## ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

### 22.1 Grievance Procedure

For the purpose of this Agreement, "*grievance*" shall mean any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement, whether between the Employer and any employee bound by this Agreement or between the Employer and the Union. Such question or difference shall be settled conclusively in the following manner:

#### (a) Step One

An employee who has a grievance shall first discuss the grievance with the representative chosen by the Board. The employee may be accompanied by her steward or representative of the Union. The parties involved shall be given twenty (20) working days to solve the grievance.

#### (b) Step Two

If the grievance has not been satisfactorily resolved at Step One, it shall be referred to the Union Grievance Committee (composed of the shop steward and/or a Union representative and the grievor) and the Employer's Labour Committee. These Committees shall be given ten (10) working days in which to solve the grievance.

In the event that no settlement of the grievance is reached in Step Two, then either party may, within five (5) working days following the expiry of the ten (10) working days set out in Step Two above, signify in writing to the other party of the failure to agree and the notice of intention to invoke Arbitration Procedure as hereinafter set out in Section 2 below (Arbitration). An employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any step in the grievance procedure.

### 22.2 Arbitration

(a) The Grievance Committee and the Labour Committee shall meet to agree upon a list of impartial arbitrators as soon as possible. If these two Committees are unable to agree on a list, they shall request the Minister of Labour to supply a list. In either case, eighty percent (80%) of those on the list shall be women. The arbitrators shall serve on a rotating basis.

(b) The arbitrator shall, within fifteen (15) working days of her/his appointment, settle the dispute, and her/his decision shall be binding on both parties.

(c) Both Parties to the arbitration shall pay for all their own expenses and one-half (½) of the expenses of the arbitrator.

(d) The arbitrator shall not make any award or decision contrary to the conditions and/or articles of this Agreement, or in amendment to this Agreement.

(e) All time periods specified may, by agreement of both Parties be extended.

## ARTICLE 23 - DISCHARGE

### 23.1 Dismissal Committee

All cases of dismissal shall be the responsibility of the General Manager and the Daycare Senior Early Childhood Educator (or unaffected employee). Any dismissal is subject to Article 22 (Grievance). In the

case of gross misconduct such as theft or assault, and when such misconduct has been shown to have taken place to the satisfaction of the two Parties to this Agreement, then discharge of the offending employee can be immediate without notice. Otherwise, the following procedure shall be followed.

### **23.2 Warning Notice**

Before any dismissal notice is given the General Manager 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.

### **23.3 Notice**

In case of dismissal, the employee shall be given two (2) weeks' pay in lieu of notice.

### **23.4 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.

### **23.5 Notice of Resignation**

An employee, except a temporary employee, who resigns is required to give one (1) month's notice in writing to the Employer.

### **23.6 Benefits and Resignation**

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

## **ARTICLE 24 - PICKET LINES**

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

## **ARTICLE 25 - SENIORITY**

### **25.1 Definition**

Seniority shall mean length of service at Sundance Daycare Centre and shall be credited for all service prior to certification of the bargaining unit.

### **25.2 Loss of Seniority**

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

**25.3 Promotion**

A promotion is defined as the move of an employee to a higher classification than that presently occupied.

In making promotions, the qualifications of the employee involved shall be the primary consideration. Where qualifications are similar, seniority shall be the determining factor.

**ARTICLE 26 - TECHNOLOGICAL CHANGE**

**26.1**

Technological change is defined as new or modified equipment, machines, apparatus, or processes, which will create new job classifications or alter the job content of existing classifications.

**26.2**

The Employer shall give the Union six (6) months notice wherever possible, but no less than three (3) months notice, of intent to introduce technological change.

**26.3**

Technological change shall not be implemented until an agreement governing the time and procedure for implementing technological change has been reached by the Union and the Employer.

**26.4**

The Employer will give adequate training to the employees affected by technological change without any loss of pay.

**ARTICLE 27 - HEALTH AND WELFARE BENEFITS**

**27.1 Health and Welfare Plan**

In the event that the Employer arranges for a Health and Welfare Plan, the option of coverage shall be extended to employees at Sundance Daycare Centre.

**27.2 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 he/she is not compensated by Workers' Compensation.

**ARTICLE 28 - WAGES****28.1**

All employees of Sundance Daycare Centre shall be paid according to job classifications.

The wages shall be as follows:

| Classification   |               | Effective<br>Jan 1/98 | Effective<br>April 1/98 | Effective<br>April 1/99 |
|--|---------------|-----------------------|-------------------------|-------------------------|
| Senior Early Childhood Educator  | <b>Step 1</b> | \$14.55               | \$14.70                 | \$14.85                 |
|  | <b>Step 2</b> | 15.87                 | 16.03                   | 16.19                   |
| Early Childhood Educator   | <b>Step 1</b> | 12.27                 | 12.39                   | 12.51                   |
|  | <b>Step 2</b> | 13.36                 | 13.49                   | 13.62                   |
| Special Needs Early Childhood Educator   | <b>Step 1</b> | 14.09                 | 14.23                   | 14.37                   |
|  | <b>Step 2</b> | 15.56                 | 15.72                   | 15.88                   |
| Substitute (Temporary Employee)  |               | 8.96                  | 9.05                    | 9.14                    |
| Special Needs Substitute (Temporary Employee)  |               | 10.10                 | 10.20                   | 10.30                   |
| The Special Needs Early Childhood Educator is funded by the Ministry for Children and Families.  |               |                       |                         |                         |
| This certification granted to the VIC Sundance Daycare and BCGEU Local 303 shall be varied to include substitutes (temporary employees). |               |                       |                         |                         |

**28.2 Death Entitlements**

Regardless of any other benefit payable, if an employee dies, there shall be paid to her/his estate all outstanding wages, holiday pay and any other benefits she/he would have otherwise been entitled to.

**28.3 Wage Enhancement Program**

Should any level of government make available funds for the enhancement of child care workers' wages, the Employer agrees to apply for these funds so as to enhance and/or increase the wage rates set out in 28.1.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
Minnie Coleman, President  
Vancouver Aboriginal Friendship Centre Society

\_\_\_\_\_  
Karen Hazelman, Bargaining Committee

\_\_\_\_\_  
Robert Harry, Executive Director  
Vancouver Aboriginal Friendship Centre Society

\_\_\_\_\_  
Nancy Gillis, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**LETTER OF AGREEMENT**

**RE: ARTICLE 21.5 - PAID SICK LEAVE ENTITLEMENTS**

In the event that the Personnel Policies and Procedures for employees of the Vancouver Aboriginal Friendship Centre Society provide for more than twenty-four (24) days of accumulated sick leave, Article 21.5 shall be amended to reflect an equitable increase.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
Minnie Coleman, President  
Vancouver Aboriginal Friendship Centre Society

\_\_\_\_\_  
Karen Hazelman, Bargaining Committee

\_\_\_\_\_  
Robert Harry, Executive Director  
Vancouver Aboriginal Friendship Centre Society

\_\_\_\_\_  
Nancy Gillis, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.