

COLLECTIVE AGREEMENT

between the

**YMCA CHILD CARE CENTRES
and
THE ENGLISH LANGUAGE INSTITUTE**

and the

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

Effective from April 1, 2001 to March 31, 2004

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the YMCA Child Care Centres and English Language Institute and the B.C. Government and Service Employees' Union.

(b) The parties to this Agreement share a desire to improve the quality of service to the children who receive care at the YMCA Child Care Centres and their families and a desire to improve the quality of service to the international students who receive instruction at the YMCA English Language Institute. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the YMCA Child Care Centres and English Language Institute in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Management Rights - General Provisions

The management of the Employer's business and the direction of the working forces, including the hiring, firing, transfer, promotion and demotion of employees, is vested exclusively in the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this Agreement.

1.4 Human Rights Code

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

1.5 Use of Terms

(a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context require.

(b) *Singular and Plural*

Whenever the singular is used the same shall be construed as meaning the plural if the facts so require.

1.6 Categories of Employees

(a) *Permanent Employees*

(1) A permanent full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(2) A permanent part-time employee is one who works a regular part-time schedule of weekly hours which are less than the number of hours constituting full-time employment, but are

seventeen (17) hours or more in a week. These employees accumulate seniority, and are entitled to all benefits outlined in this Collective Agreement. Permanent part-time instructors in the English Language Institute shall work twelve (12) or more contact hours per week.

(3) A permanent part-time (Appendix 2) employee is one who works a regular part-time schedule of weekly hours which are less than seventeen (17) hours in a week. These employees accumulate seniority and are entitled to all provisions outlined in Appendix 2 of this Collective Agreement. Permanent part-time (Appendix II) instructors in the English Language Institute shall work less than twelve (12) contact hours per week.

(b) *Special Project Employees*

Employees hired for special projects as mutually agreed between the Employer and the Union or employees hired under the auspices of the federal or provincial Special Employment Programs; these employees shall be considered terminated for cause upon completion of their project or programs.

(c) *Substitute Employees*

Substitute employees are employed on an "on-call" basis to cover absences due to sick leave, vacation, special leave, any other approved leave, to fill temporary vacancies or to augment staff during peak periods. Substitute employees shall not be employed for periods exceeding three (3) months on a continuous basis without the agreement of the Union. Substitute employees do not accumulate seniority.

(d) *Special Needs Employees*

Employees hired to work with a child or children who require extra support in accordance with the provisions of Article 29.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall consist of all employees in a unit composed of:

(a) *Employees in the Child Care Centres at:*

Pre-School Age Locations:

- | | | |
|------|---|------------------------------------|
| (1) | Beach | 1005 Beach Avenue, Vancouver |
| (2) | False Creek | 1399 Fountain Way, Vancouver |
| (3) | Little Beach..... | 1005 Beach Avenue, Vancouver |
| (4) | Little Pilots..... | 1891 Wellington Crescent, Richmond |
| (5) | Little Scholars | 1411 Foster Avenue, Coquitlam |
| (6) | Metrotown Infant Toddler and Metrotown 3 - 5 | 489 - 4800 Kingsway, Burnaby |
| (7) | Nanook..... | 1225 East 10th Avenue, Vancouver |
| (8) | Pendrell | 1132 Comox Street, Vancouver |
| (9) | Tri-Cities Child Care Resource and Referral Program..... | 500 Lougheed Hwy, Port Coquitlam |
| (11) | Future Steps | 21911 - 122 Ave. Maple Ridge |

School Age - Zone One Locations:

- | | | |
|------|---------------|--------------------------------|
| (12) | Alderson..... | 800 Alderson Avenue, Coquitlam |
|------|---------------|--------------------------------|

| | | |
|------|----------------------|--------------------------------------|
| (13) | Capitol Hill | 350 Holdom Street, Burnaby |
| (14) | Douglas Park..... | 5409 - 206th Street, Langley |
| (15) | Hastings | 465 South Kamloops Street, Vancouver |
| (16) | Jamieson..... | 6350 Tisdall Street, Vancouver |
| (17) | MacKenzie..... | 960 East 39th Avenue, Vancouver |
| (18) | Mount Pleasant | 2300 Guelph Street, Vancouver |
| (19) | Osler..... | 5970 Selkirk Street, Vancouver |
| (20) | Kid's Place | 7231 Francis Street, Burnaby |
| (21) | Van Horne..... | 5855 Ontario Street, Vancouver |

School Age - Zone Two Locations:

| | | |
|------|---------------------|------------------------------------|
| (22) | Brighthouse..... | 6800 Azure Road, Richmond |
| (23) | Byng..... | 11440 - 2nd Avenue, Richmond |
| (24) | Cook..... | 8600 Cook Road, Richmond |
| (25) | Diefenbaker..... | 4511 Hermitage Avenue, Richmond |
| (26) | General Currie..... | 8220 General Currie Road, Richmond |
| (27) | Homma..... | 5100 Brunswick Avenue, Richmond |
| (28) | Jessie Wowk | 5380 Woodward's Road, Richmond |
| (29) | Manoah | 10111 Fourth Avenue, Richmond |
| (30) | Mitchell..... | 12091 Cambie Road, Richmond |

(b) Employees in the classifications set out in Appendix I employed by the YMCA English Language Institute at 1166 Alberni Street, Vancouver.

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees described above.

2.2 Exclusions

The parties will make every attempt to freely and fully negotiate the matter of exclusions and to resolve the issues as expeditiously as possible. If the matter cannot be resolved, it shall be referred to a mutually acceptable arbitrator for resolution.

Where the Employer seeks to exclude a position, representations will be made to the Union in writing. Where agreement is not reached within fourteen (14) days of receipt of initial representation, the matter shall be submitted to a mutually acceptable arbitrator for adjudication.

The Employer shall make every attempt to provide time prior to making an appointment for the process outlined above to be completed. Where it becomes necessary to fill a new position in dispute, the incumbent will not be considered in the unit until determination is made by the arbitrator.

Established or upgraded positions in the bargaining unit shall not be excluded except by mutual agreement or a decision of a mutually acceptable arbitrator.

2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee 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.

The Union agrees that all correspondence between the Union and the Employer shall be sent to the appropriate General Manager.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

The Union agrees to provide the Employer with the names and the employees designated as stewards and their alternates.

The steward, or his/her alternate, shall obtain the permission of the Manager before leaving his/her work to perform his/her duties as steward. Such permission shall not be unreasonably withheld. Leave for this purpose shall be with pay. On resuming his/her normal duties, the steward shall notify the Manager.

The duties of stewards shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities;
- (e) attending meetings at the request of the Employer.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union where the Employer can obtain permission to do so, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one Union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the operative provincial labour legislation. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

(a) *Without Pay*

Leaves of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area if the time off is requested at least one (1) week in advance;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board.

(b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are on the Union's Negotiating Committee to carry on negotiations with the Employer when those employees are attending negotiating meetings with the Employer.

- (c) The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (d) 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 notice 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.
- (e) A permanent employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification.

2.11 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

ARTICLE 3 - UNION SECURITY

All present employees, as a condition of employment, shall remain Union members in good standing if they are already Union members and, if they are not, shall become Union members within thirty (30) days after the signing of this Agreement and shall remain members in good standing, and all new employees

shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union and on a voluntary basis the YMCA Association of Professional Directors shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

**ARTICLE 5 - EMPLOYER AND UNION SHALL
ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward who will provide the employee with a copy of the Collective Agreement.

ARTICLE 6 - EMPLOYER-UNION RELATIONS

6.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly the Employer shall supply to the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.2 Union Representative

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the division or section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to Union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer may, upon written request from the President of the Union, or his/her designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, or seminar sponsored by the Employer for the employees covered by this Agreement if such course, training session or seminar is being put on for the purpose of training the said employee in their employment. Such permission will not be unreasonably withheld.

6.3 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. The Employer will not be required to provide information which is confidential or would cause undue expense.

ARTICLE 7 - GRIEVANCES

7.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this Agreement;
- (c) appointments, promotions and transfers pursuant to Article 11.

The procedure for resolving a grievance shall be the grievance procedure in this article.

7.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with a designated Manager.

7.3 Time Limit to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 7.4, must do so no later than twenty (20) days after the date:

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

7.4 Step 2

- (a) Subject to the time limits in 7.3, the employee may present a grievance at this level to the Manager by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated Manager through the Union steward.
- (b) The Manager shall forward the grievance to the General Manager or another representative of the Employer authorized to deal with grievances at Step 2 and provide the employee with the receipts stating the date on which the grievance was received.

7.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

7.6 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 8, the President, or his/her designate, may inform the Employer of his/her 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 was due.

7.7 Amending of Time Limits

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

7.8 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within ten (10) days of the date on which the dismissal or suspension occurred, or within ten (10) days of the employee receiving notice of dismissal or suspension.

7.9 Policy Grievance

Where either party to this Agreement 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 sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 8 of this Agreement.

7.10 Technical Objections to Grievances

It is the intent of both parties to 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.

7.11 Failure to Act

If the President of the Union, or his/her 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.

7.12 Effective Date of Settlements

Unless otherwise agreed to by the parties, settlements reached at any step of the grievance procedure in this article, other than 7.9, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a Board of Arbitration.

7.13 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a written grievance has been initiated by the Union, the Employer's representatives will not negotiate with the grievor in respect to the grievance resolution, without the consent of the Union. The only grievance resolution binding on the parties is one signed by the authorized Union and Employer representatives.
- (b) In the event that, after having initiated a written 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.

ARTICLE 8 - ARBITRATION

8.1 Notification

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 7, notify the other party within thirty (30) days of the receipt of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

8.2 Appointment of the Arbitrator

Where a party to the collective agreement has requested that a grievance be submitted to arbitration, the Union and the Employer shall agree on a single arbitrator. If the parties cannot agree on a single arbitrator, one shall be selected from the following list:

- Heather Laing
- Stephen Kelleher
- Brian Foley

8.3 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven (7) days of its intention to submit the matter in dispute to one of the three named single arbitrators; should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven (7) days to name their appointee to a three-person board of arbitration.

8.4 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, the appointment shall be made pursuant to Section 86 of the Labour Relations Code.

8.5 Arbitration Procedure

The arbitration board or single arbitrator may determine its own procedure in accordance with the Labour Relations Code and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and make every effort to render a decision within thirty (30) days of the conclusion of the hearing.

8.6 Decision

The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chair shall be the decision of the board. The decision of the arbitration board or single arbitrator shall be final, binding and enforceable on the parties pursuant to the Labour Relations Code. The board or single arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the board or single arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

8.7 Disagreement on Decision

Should the parties disagree as to the meaning of the decision of the board or single arbitrator, either party may apply to the chair of the board or the single arbitrator to reconvene the board or single arbitrator to clarify the decision, which it shall make every effort to do within seven (7) days.

8.8 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints; and
- (b) one-half (½) of the fees and expenses of the chair or single arbitrator.

8.9 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.

ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 Dismissal and Suspension

The Employer may dismiss or suspend any employee for just cause. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension.

9.2 Dismissal and Suspension Grievance

A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or his/her designate within five (5) days of the action being taken.

9.3 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. 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 appraisal, and the other indicating that the employee disagrees with the appraisal. 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 appraisal. 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. At the employee's discretion, he/she shall have seven (7) days in which to review the evaluation report before signing.

9.4 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.

9.5 Right to Have Steward Present

- (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.

9.6 Rejection During Probation

- (a) The Employer may reject any new employee on probation for just cause.
- (b) Except as provided below, all new employees shall be on probation for a period of sixty (60) work days on the job.
- (c) The right is reserved to the Employer to shorten or eliminate the probationary period for an individual employee in recognition of prior employment with the Employer, related work experience or demonstrated aptitude.

(d) The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance.

(e) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may appeal the decision through the grievance procedure as per Article 7 of this Agreement starting at Step 2.

9.7 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

9.8 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letter of reprimand and adverse reports or performance evaluation. 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/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

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

ARTICLE 10 - SENIORITY

10.1 Seniority Defined

For the purpose of this Agreement, "*service seniority*" shall be the length of continuous service as a permanent employee with the YMCA Child Care Service or the English Language Institute.

10.2 Seniority List

The Employer shall maintain four (4) seniority lists recording the name, start date, classification and category of each permanent employee. Permanent employees shall accrue seniority on one (1) of the four (4) following lists:

- Preschool Age Child Care Centres, Tri-Cities Child Care Resource and Referral Program
- School Age Child Care Centres - Zone 1
- School Age Child Care Centre - Zone 2
- English Language Institute

Up-to-date seniority lists shall be prepared on a semi-annual basis in April and in October and sent to the President of the Union or his/her designate and mailed to each of the centres and posted at the English Language Institute. The seniority lists shall be deemed to be accurate and binding on the parties and all employees in the bargaining unit within thirty (30) days of their delivery to the Union.

10.3 Loss of Seniority

An employee will lose all his/her seniority rights and his/her employment is terminated where:

- (a) he/she is discharged for just cause and is not reinstated;

- (b) subject to Article 10.4, he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than twelve (12) months; or
- (d) when he/she abandons his/her position subject to Article 9.7.

10.4 Re-employment

A permanent employee who resigns his/her position and within sixty (60) days is re-employed as a permanent employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits.

10.5 Same Seniority

When two (2) or more permanent employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

10.6 Bridging of Service

If a permanent employee terminates as a result of a decision to raise a dependent child or dependent children or to take care of an ailing spouse or aging parent, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a permanent employee with at least one (1) year 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 five (5) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 11 - APPOINTMENTS, PROMOTIONS AND TRANSFERS

11.1 Appointments Procedure

- (a) All appointments, promotions and transfers shall be based on merit. The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment and any other matters which are necessary or desirable having regard to the nature of the duties to be performed and consistent with the position description requirements.
- (b) Where two or more applicants have qualifications, ability and experience which are equal, the applicant with the greater seniority shall be awarded the position.

11.2 Job Notices

- (a) When a permanent or temporary vacancy of more than three (3) months duration occurs which the Employer intends to fill, or a new position is created within the bargaining unit, the Employer shall notify the Union and each work unit in writing. If the vacancy is in a child care centre in the bargaining unit, the Employer shall also notify each child care centre in the bargaining unit in writing. If the vacancy is in the English Language Institute, the Employer shall post the vacancy in writing at the Institute. The employees will have ten (10) calendar days after the notice to each work unit has been given or the notice has been posted at the Institute to apply for the vacant position. The Employer is not required to consider applications submitted after the period of ten (10) calendar days has expired. Each

centre must mark or date stamp notices of vacancy the date they are received. Notice in writing as set out above must be given each work unit with respect to all permanent positions which the Employer intends to fill except those made pursuant to Article 11.3.

(b) Such notice shall contain the following information: Nature of position, qualifications, experience, required knowledge and education, skills, wage or salary rate.

Such qualifications may not be established in an arbitrary or discriminatory manner.

All job notices shall state "*This position is open to male and female applicants*".

11.3 Transfers Without Notice

(a) Lateral transfers or voluntary demotions may be granted, without notice under Article 11.2, for compassionate or medical grounds to permanent employees who have completed their probationary period.

(b) It is understood by the Parties that the employees shall not be required to transfer from one geographic location to another except on the employee's request, as follows;

(1) on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee; or

(2) as per Article 32 - Harassment.

For the purposes of this article, a geographic location shall be interpreted as meaning an area within a ten (10) kilometre radius of the employee's primary work location.

11.4 Probation

Upon appointment or promotion to a posted position an employee will serve a probationary period of ninety (90) calendar days in the position to which he/she is appointed or promoted.

During the probationary period, the Employer may remove the employee from the position if the employee is found to be unsuitable for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Upon successful completion of probation, a permanent employee shall be confirmed in the position by the Employer. If the employee is found to be unsuitable in the new position within ninety (90) days he/she shall be returned to his/her former position.

11.5 Trial Period

Should any new positions that would fall within the bargaining unit be established by the Employer, the Employer agrees to follow the procedures and principles outlined in Article 11 in the hiring for the position.

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of three (3) calendar months. If the employee is unable to perform the duties of the new job classification or the employee, at any time during the trial period, wishes to return to his/her former position, he/she shall be returned to his/her former position and wage/salary rate without loss of seniority. In the event that the successful applicant proves unsatisfactory in the position during the trial period, the Employer may, with the agreement of the Union, extend the period for a further three (3) months. Any other employee promoted or transferred because of rearrangement of positions shall be returned to his/her position and wage or salary rate without loss of seniority.

11.6 Changes in Status - Probation

A substitute employee, who has been appointed as a permanent employee in the same position without a break in service, may at the discretion of the Employer have all or part of the continuous period of service applied to the probationary period.

11.7 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.

11.8 Right to Grieve Appointments Procedure

Where an employee feels he/she has been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 2 of the grievance procedure in Article 7 of this Agreement within ten (10) working days of being notified of the results of the Selection Panel. Where a grievance has been filed, the Employer will advise the applicant selected by the Employer for the position that the transfer or placement cannot be considered permanent until the grievance has been resolved.

ARTICLE 12 - LAYOFF AND RECALL

12.1 Layoff

(a) *Layoff*

(1) In the event of a layoff not covered by the provisions of (b) and (c) below, permanent employees in an affected child care centre or the English Language Institute shall be laid off in reverse order of seniority within a classification and a category, provided the remaining employees at the centre or the English Language Institute have the required qualifications to do the remaining work. If such is not the case, the Employer may layoff out of order of seniority only for the purpose of retaining employees with the required qualifications.

(2) In lieu of layoff, affected employees who have the required qualifications will be assigned in order of seniority to any vacancies in the same classification and in the same category on the same seniority list.

(3) Displaced employees who are not assigned to vacancies shall be given notice of layoff. Employees who have been given notice of layoff will be canvassed to determine whether they wish to accept severance pay and termination of employment in accordance with the provisions of Article 12.5, whether they wish to exercise their bumping rights or whether they wish their names to be placed on the recall list. This process shall be completed within seven (7) days of the Employer's notice to the employee of layoff.

(4) A displaced permanent employee shall have the right to utilize his/her seniority to bump the least senior employee in either the same or a lower classification and in either the same or a lower category on the same seniority list, provided the bumping employee has the qualifications to do the work of the bumped employee. Any permanent employee bumped as a result of this process shall have the same right to utilize his/her seniority.

(b) *Layoff on Closure of a Child Care Centre*

In the event of the closure of a child care centre, the following layoff procedure shall apply:

(1) The President of the Union will be notified in writing of the plan to close the centre, prior to notice being given to any employee of an impending layoff. A representative of the Union will

meet with a representative of the Employer to identify potential vacancies and bumping options and to consider alternatives to layoff and bumping.

(2) Affected employees who have the required qualifications will be assigned in order of seniority to any vacancies in the same classification and in the same category on the same seniority list.

(3) Displaced employees who are not assigned to vacancies shall be given notice of layoff. Employees who have been given notice of layoff will be canvassed to determine whether they wish to accept severance pay and termination of employment in accordance with the provisions of Article 12.5, whether they wish to exercise their bumping rights or whether they wish their names to be placed on the recall list. This process shall be completed within seven (7) days of the Employer's notice to the employee of layoff.

(4) A displaced permanent employee from the affected child care centre shall have the right to utilize his/her seniority to bump the least senior employee in either the same or a lower classification and in either the same or a lower category on the same seniority list, provided the bumping employee has the qualifications to do the work of the bumped employee. Any permanent employee bumped as a result of this process shall have the same right to utilize his/her seniority.

(c) *Seasonal Layoffs*

A seasonal shutdown is a temporary shutdown which occurs during summer vacation, Christmas Break or Spring Break. In the event of the seasonal shutdown of a child care centre, the following procedure shall apply:

(1) Permanent employees in the affected child care centres shall elect whether they wish to be laid off or whether they wish to be employed in another child care centre on the same seniority list.

(2) Permanent employees who elect to be laid off shall be issued a Record of Employment indicating layoff for shortage of work.

(3) An employee subject to seasonal layoff shall be entitled to schedule any earned vacation entitlement prior to the issuance of a layoff notice pursuant to (2) above.

(4) Permanent employees who elect to work shall be assigned to any vacant position in the same or a lower classification which becomes available at other child care centres on the same seniority list. The Employer shall attempt to assign employees to positions with similar work schedules. Where an employee is assigned in lieu of layoff, the employee shall be paid the rate of the position to which the employee is assigned. The provisions of Article 25.5 do not apply to an assignment in lieu of layoff under this clause.

(5) Upon re-opening of the child care centre, permanent employees shall be reassigned or recalled in order of seniority to the affected child care centre.

12.2 Recall

(a) Permanent employees on layoff pursuant to Article 12.1(a) or (b) shall be recalled in order of seniority on the same seniority list to the same or a lower classification and the same or a lower category, provided they have the required qualifications to do the work. Laid-off employees shall elect in writing which locations, the minimum hours of work and classifications to which they wish to be recalled, and will only be offered recall to those positions which match these criteria. Such election may not be changed more than once during the recall period. Employees who do not submit such an election will be considered to have elected recall to any available position subject to their seniority, category and classification.

(b) When a layoff occurs, a recall list shall be established for each seniority list and an employee's name shall remain on the recall list until:

- (1) twelve (12) months from his/her date of layoff; or
- (2) he/she accepts a recall; or
- (3) he/she refuses recall on two separate occasions to a position to which he/she has elected to be recalled,

whichever occurs first.

(c) New employees shall not be hired until qualified employees on the recall list have been given an opportunity of recall in accordance with (a) above.

(d) Laid off employees must ensure that the Employer is notified of where the employee can be contacted at all relevant times. Notice of recall may be made by telephone, telegram, registered mail or by direct personal contact. Employees will be given seventy-two (72) hours from the time the notice was initiated by the Employer in which to acknowledge receipt of the notice and indicate acceptance of the recall. Thereafter, the Employer may offer the recall to another person.

(e) Employees who have accepted recall must report on the date required by the Employer, or such other date as might be mutually agreed to.

(f) If a laid off permanent employee wishes to work as a substitute at any of the centres on his/her seniority list, he/she will so advise the Employer and the supervisor(s) of the affected centre(s) in writing. The provisions of the collective agreement regarding substitutes shall apply to all substitute work performed by a permanent employee under this clause. Substitute work will not be considered a recall for the purposes of Article 12.2(a). An employee shall have his/her recall period extended for an additional thirty (30) days for each calendar month in which he/she earns ten (10) days' pay under this clause.

12.3 Initiation of Grievance

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

12.4 Advance Notice

(a) The Employer shall provide advance written notice to permanent employees who are to be laid off during seasonal closures, according to the following;

- (1) twenty-eight (28) days for employees who are to be laid off during a summer closure; and
- (2) fourteen (14) days for employees who are to be laid off during a Christmas break closure or Spring break closure.

(b) *Other Layoffs in Child Care Centres*

The Employer shall notify permanent employees who are to be laid off at least twenty-eight (28) days prior to the effective date of layoff.

(c) *Layoffs in the English Language Institute*

The Employer shall notify permanent employees who are to be laid off at least forty-eight (48) hours prior to the effective date of layoff.

12.5 Severance Benefit

If an employee is laid off for a period in excess of twelve (12) months and the employee's employment is therefore terminated, a permanent employee who had been employed for a minimum of one (1) year prior

to layoff shall be eligible for severance benefit at the end of the layoff or in lieu of layoff on the following basis:

- (a) (1) after one (1) year of service but less than two (2) years of service - one (1) week's pay;
 - (2) after two (2) years of service but less than three (3) years of service - two (2) weeks' pay;
 - (3) after three (3) years of service but less than four (4) years of service - three (3) weeks' pay;
 - (4) after four (4) years of service but less than five (5) years of service - four (4) weeks' pay;
 - and
 - (5) after five (5) or more years of service - five (5) weeks' pay.
- (b) An employee who has been paid the severance benefit set out in (1) above and who is subsequently reappointed shall commence a new employment for the purposes of the Collective Agreement.
- (c) An employee shall have the option of electing to receive the severance benefit immediately on layoff and in lieu of layoff in which event his/her employment shall be terminated.
- (d) The severance benefit is in addition to the notice provided for in Article 12.4.

ARTICLE 13 - HOURS OF WORK

13.1 Hours of Operation

The Parties recognize the Employer's right to establish hours of operation to provide adequate service and to fulfill the functions of the work unit.

13.2 Definitions

For the purpose of this article:

"Day" - means a twenty-four (24) hour period commencing at 00:01 hours;

"Week" - means a period of seven (7) consecutive days beginning at 00:01 hours, Monday morning and ending at 24:00 hours the following Sunday night.

13.3 Work Schedule for Preschool Age Centres

- (a) The normal work week for full-time employees in Preschool Age Centres shall consist of thirty-five (35) hours scheduled over five (5) consecutive days between Monday and Friday inclusive.
- (b) The normal work day for full-time employees in Preschool Age Centres shall be seven (7) hours duration exclusive of meal period and these hours shall be scheduled between 07:00 hours and 18:00 hours.
- (c) The normal work day for part-time employees in Preschool Age Centres shall not be less than four (4) hours' duration and these hours shall be scheduled between 07:00 hours and 18:00 hours.
- (d) The senior early childhood educator or her/his designate shall set aside nine (9) hours per month to perform administration duties only.

13.4 Work Schedule for School Age Centres

- (a) Except as otherwise provided, the normal work week for full-time employees in School Age Centres shall consist of thirty-five (35) hours scheduled over five (5) consecutive days between Monday and Friday inclusive.
- (b) Except as otherwise provided, the normal work day for full-time employees in School Age Centres shall be seven (7) hours' duration exclusive of meal period and these hours shall be scheduled between 0700 hours and 1800 hours.
- (c) When school is in session, the normal work schedule for the morning shift for School Age Centres shall be no less than one and one-half (1.5) hours' duration, and the normal work schedule for the afternoon shift shall be no less than two (2) hour's duration.
- (d) The normal hours of work per week required of full-time employees in School Age Centres may, with the approval of the employee and the Employer, be worked in a period of less than five (5) days.

13.5 Work Schedule for English Language Institute

- (a) *Administrator, Administrative Assistant, CALL Instructor, and Coordinator*
 - (1) The normal work week for full-time employees in the administrator, administrative assistant, CALL instructor, and coordinator classifications in the English Language Institute shall be thirty five (35) hours per week scheduled over 5 (five) consecutive days.
 - (2) The normal work day for full-time employees in the administrator, administrative assistant, CALL instructor, and coordinator classifications in the English Language Institute shall normally be 7 (seven) hours duration, exclusive of meals periods.
 - (3) The normal work day for part-time employees in the administrator, administrative assistant, CALL instructor, and coordinator classifications in the English Language Institute shall not be less than 4 (four) hours duration.
- (b) *Instructors*
 - (1) The normal work week for full-time instructors in the English Language Institute shall consist of thirty-five (35) hours scheduled over five (5) consecutive days between Monday and Friday inclusive and shall include up to twenty-four (24) contact hours.
 - (2) A normal work week for part-time instructors in the English Language Institute shall consist of less than thirty-five (35) hours per week and shall include fewer contact hours than a full-time instructor.
 - (3) A contact hour is defined as an hour engaged in classroom instruction, laboratory instruction or a field trip that forms part of regular instruction.
 - (4) Non-contact hours for instructors include the following:
 - (i) instructional preparation
 - (ii) instructional counselling and evaluation
 - (iii) administrative responsibilities related to instruction and assessment
 - (iv) curriculum development and maintenance and program enhancement
 - (v) staff meetings
 - (vi) in-service training to a maximum of four (4) hours per four (4) week session
 - (vii) other duties directly related to instruction or scheduled extra-curricular activities.

13.6 Notification Regarding Changes in Hours of Operation

Except in cases of emergency, the Employer will give the Union thirty (30) days notice of anticipated changes in work schedules as a result of changes of hours of operation.

13.7 Rest Periods

All employees shall have two fifteen (15) minutes rest periods in each work period in excess of six (6) hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

13.8 Meal Periods

- (a) Meal periods shall be up to sixty (60) minutes in length.
- (b) An employee shall be entitled to take the meal period away from the work station.
- (c) Meal periods shall be scheduled as closely as possible to the middle of the work day.
- (d) It is recognized by the parties that in School Age Child Care Centres during the summer vacation break, it may be impossible to provide employees with meal periods that conform with the provisions of Articles 13.8(a), (b) and (c). However, employees in the School Age Child Care Centres will work cooperatively to ensure that each employee is provided with sixty (60) minutes of time free from work and an opportunity to eat a meal as closely as possible to the middle of the work day.

13.9 Minimum Hours

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond his/her control, shall be entitled to two (2) hours at the regular rate.
- (b) In the event that an employee commences work on his/her shift, and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours pay at the regular rate, except where the work is suspended due to reasons beyond the control of the Employer, then two (2) hours must be paid.
- (c) Article 13.9(b) does not apply to school students reporting to work on a school day in which event the student shall receive payment for the hours worked with a minimum of two (2) hours pay in any one day.
- (d) Employees in School Age Centres shall be entitled to compensation for the hours set out in 13.9(a), (b) and (c) above or for the hours of their shift, whichever is less.

13.10 Changes in Starting and Finishing Times

Changes in shift scheduling and starting and finishing times shall be established at the local level and shall conform with the provisions of this Agreement. The new schedules shall be established in consultation with appropriate Child Care Manager or General Manager at the English Language Institute.

13.11 Flexible Schedule for Instructors at ELI

Upon mutual agreement, Instructors at the English Language Institute may elect to work a flexible schedule subject to the following conditions;

- (a) the averaging period shall be ninety-six (96) hours per four (4) week session.

- (b) The maximum number of contact hours that an Instructor may work in any workweek during the session shall be thirty (30) contact hours, after which time overtime rates shall apply.

ARTICLE 14 - SHIFT WORK

14.1 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

14.2 No Shortfall

There shall be no pay back for shortfall of annual working hours in the shift systems determined in this Agreement.

14.3 Split Shifts

No shifts in pre-school age centres or the English Language Institute shall be split for a period longer than the regularly scheduled meal period without the consent of the employee affected.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" means work performed by a full-time permanent employee in excess of his or her regularly scheduled hours of work.
- (b) "*Straight time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight time rate.
- (d) "*Double time*" means twice the straight time rate.

15.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, overtime worked by full-time employees after their normal daily schedule does not require prior authorization if it is required in order to maintain staff to child ratios. All other overtime does require prior authorization.

15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) Overtime shall be compensated in fifteen (15) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

15.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which

- (a) overtime was worked; and/or
- (b) cash payment was elected as provided for in Article 15.6 of this Agreement.

15.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability, suitability and location of employees.

15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled work day; and
 - (2) double time for hours worked in excess of Article 15.6(a)(1).The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.
- (3) Overtime for full-time Instructors/Coordinators will be paid in accordance with paragraphs (1) and (2) above and based on annual salary divided by one thousand eight hundred and twenty (1820).
- (b) Employees shall have the option of being compensated for overtime in cash or requesting compensatory time off.

If the employee elects to take compensatory time off the Employer shall make every reasonable effort to schedule such time off by mutual agreement within sixty (60) days from it being earned.

If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the sixty (60) days, to receive payment for such unscheduled compensatory time off.

- (c) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half of all hours worked.
- (d) Any overtime due as at December 31st, or on termination shall be paid in cash.

15.7 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.8 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An emergency shall include but not be restricted to situations which require the attendance of an employee in order to provide adequate supervision and care for children or adequate supervision of and support to students.

15.9 Extra Time for Part-time Employees

- (a) Permanent part-time employees or permanent part-time Appendix 2 employees working less than the normal hours per day of a full-time employee, and who are required to work longer than their regular working day, shall be paid at the rate of straight time at their current rate of pay for the hours so worked, up to and including the normal hours in the working day of a full-time employee. Regular overtime rates of a part-time employee shall apply in the same manner that they are applied to full-time employees.
- (b) It is understood that permanent part-time employees in pre-school age centres shall be offered any extra hours available in the child care centre before substitutes. Employees who accept extra hours shall be paid at the substitute rate for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (c) Extra hours worked by permanent part-time employees in pre-school age centres shall be included for the purpose of calculating vacation pay and statutory holiday pay.
- (d) If a permanent part-time or permanent part-time (Appendix II) employee of the English Language Institute wishes to work hours additional to his or her regular schedule as a substitute, he or she shall advise the General Manager and provide the General Manager with information regarding his or her availability in writing. Wherever possible, the Employer will offer available additional work hours to permanent part-time or permanent part-time (Appendix II) employees before they are offered to substitute employees, subject to their availability. Seniority shall be a consideration in the allocation of available work hours. The provisions of the collective agreement regarding substitutes shall apply to all substitute work performed by a permanent part-time or a permanent part-time (Appendix II) employee.

15.10 No Call Out

Employees shall not be subject to call out.

15.11 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) The following have been designated as paid holidays:

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

Any holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

- (b) In addition to the above-paid holidays, each permanent employee shall be entitled to a paid holiday on either Christmas Eve day or New Year's Eve day, to be mutually agreed amongst employees at each centre.

16.2 Holidays Falling on Saturday or Sunday

(a) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

(b) Where there is a work dependency between employees covered by this Agreement and private sector employees, the parties may, by mutual agreement, amend (a) above.

16.3 Holiday Coinciding with a Day of Vacation

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

16.4 Holiday Pay

Payment for paid holidays will be made in accordance with the provisions of the Employment Standards Act. Payment for paid holidays will be made utilizing an employee's basic hourly rate of pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he/she shall receive the higher rate.

ARTICLE 17 - ANNUAL VACATIONS

17.1 Annual Vacation Entitlement

Definitions:

"*Vacation year*" - for the purpose of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(a) A permanent full-time employee will have an annual vacation entitlement as follows:

| <i>Vacation Years</i> | <i>Working Days</i> |
|----------------------------|---------------------|
| First | 15 |
| Second through fifth | 20 |
| Sixth | 21 |
| Seventh | 22 |
| Eighth | 23 |
| Ninth | 24 |
| Tenth and thereafter | 26 |

(b) Vacation entitlement for permanent part-time employees in pre-school centres shall be prorated to full-time hours and based on his/her regular part-time hours of work. Vacation entitlement earned on any additional hours worked shall be accumulated and taken in the following vacation year. Vacation entitlement shall be in accordance with (a) above.

(c) Vacation pay for permanent part-time employees in School-age Centres accrues in accordance with (a) above. Accrued vacation pay will be paid out upon vacation leave, layoff, or upon December 31st of each year.

- (d) During the first partial year of service, a new employee will earn vacation at the rate of one and one-quarter (1¼) days per month.

17.2 Vacation Scheduling

- (a) The scheduling and taking of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year.
- (c) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement.

(d) *Vacation Preferences*

- (1) Preference in the selection and allocation of vacation time shall be determined within each child care centre and within each classification on the basis of seniority. The number of employees per centre who may take vacation at the same time will be based on:

| | |
|------------------------|-------|
| 1 to 4 employees | 1 off |
| 5 employees | 2 off |
| 6 employees | 3 off |

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

- (2) Preference in the selection and allocation of vacation time shall be determined at the English Language Institute on the basis of seniority. However, no more than thirty percent (30%) of permanent employees may be absent on vacation at any given time except at the discretion of the General Manager. This provision shall not apply during the time between Christmas Day and New Year's Day.

- (3) The parties recognize that an annual vacation is important to the health and well-being of employees. Consequently, all vacation days must be scheduled and taken by December 31st, except in special circumstances with the agreement of the Employer and the Union.

(e) *Vacation Schedules*

- (1) Vacation schedules will be circulated and posted by April 1st of each year.
- (2) An employee who does not exercise his/her rights within three (3) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect of any vacation time previously selected by an employee with less seniority.
- (3) An employee who voluntarily transfers or bumps into another child care centre where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights with respect to that vacation schedule. However, every reasonable effort will be made to grant vacation at the time of the transferred or bumping employee's choice.
- (4) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (5) An employee transferred by the Employer shall maintain his/her vacation period and no other employee's vacation time shall be affected thereby.
- (6) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

17.3 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) Once per calendar year, if reasonably possible, upon thirty (30) days written notice, a permanent employee shall be entitled to receive prior to commencement of a vacation a payroll advance equivalent to the amount of any regular pay cheque issued during the vacation period.

17.4 Approved Leave of Absence with Pay During Vacations

- (a) When an employee is qualified for bereavement leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.
- (b) When an employee is qualified for sick leave for a period in excess of two (2) days with pay during his/her vacation period, there shall be no deduction from vacation credits for such leave. In the case of sick leave, the employee can claim sick leave for the third and following days up to the available sick leave credit. A note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time.

17.5 Call Back on Vacation

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

17.6 Vacation Relief

Where vacation relief is required, the Employer shall give permanent employees the opportunity to substitute in higher paying positions if the employees have the necessary qualifications, and arrange for staff replacement at the lowest paying category unless an employee has previously demonstrated in the higher paying position that he/she does not have the necessary skills and abilities.

17.7 Earned but Unused Vacation Entitlement - Death

Earned, but unused vacation entitlement shall be made payable upon the employee's death, to the dependent designated in writing by the employee, or where there is no designated dependent, to the employee's estate.

ARTICLE 18 - SICK LEAVE**18.1 Sick Leave Entitlement**

- (a) Any permanent employee who has earned at least half of his/her calendar month's pay shall earn sick leave credit at the rate of one and one-half (1½) days per month. Sick leave shall be accumulated to a maximum of one hundred and fifteen (115) days.
- (b) A permanent part-time employee shall be entitled to sick leave credits on a pro rata basis.
- (c) Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at his/her regular rate of pay for a maximum period equivalent to his/her accumulated sick leave credit.

18.2 Employee to Inform Employer

The employee shall make every reasonable effort to inform the Employer as soon as possible of his/her inability to report to work because of illness or injury and advise of the expected date of return.

18.3 Staff Absenteeism Form

An employee absent from work through illness or injury shall, within five (5) days of the initial date of absence, submit a fully completed staff absenteeism form. The Employer may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over five (5) days. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of a consistent absence is developing.

Where the Employer requires that an employee obtain a report from a qualified medical practitioner, it shall be at the Employer's expense.

18.4 Deduction of Sick Leave

All absences on account of illness or injury (exclusion of designated paid holidays) shall be charged against an employee's sick leave credits except that medical and dental appointments shall be dealt with pursuant to Article 19.13.

18.5 Ineligible for Sick Leave

An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay, under suspension, on strike, on layoff, or locked out.

18.6 Sick Leave Records

Upon request an employee shall be advised in writing of the balance of his/her sick leave credits.

18.7 Expiration of Sick Leave

An employee will not lose his/her employment because he/she has exhausted her sick leave entitlement.

ARTICLE 19 - SPECIAL AND OTHER LEAVE**19.1 Maximum Leave Entitlement**

Maximum leave entitlement under Articles 19.3 and 19.4 shall not exceed a total of ten (10) work days per calendar year, unless additional special leave is approved by the Employer.

19.2 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, 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) work 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, niece, nephew, aunt, uncle, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

19.3 Special Leave

(a) 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..... two (2) days
- (3) birth or adoption of employee's child..... three (3) days
- (4) serious household or domestic emergency one (1) day
- (5) moving household furniture and effects one (1) day
- (6) attend his/her hearing to become a Canadian citizen... one (1) day
- (7) attend funeral as pall-bearer or mourner one-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 (a)(1), (2), (5) and (6).

(c) For the purposes of subsections (a)(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 purposes of determining eligibility for special leave under subsection (a)(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 (a)(5) on two (2) occasions within the preceding twelve (12) months.

19.4 Family Illness

In the case of illness of a member of the immediate family of an employee, as defined in Section 19.2(b) 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 is developing.

19.5 Stress Leave

(a) Full-time employees who have completed one full year of employment shall be entitled to take two (2) days' stress leave with pay per calendar year.

(b) Full-time employees who have completed five (5) full years of employment shall be entitled to three (3) days' stress leave with pay per calendar year.

(c) The first stress leave year is the calendar year in which the employee's first anniversary falls.

19.6 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum of ninety (90) days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;

(c) for employees elected to public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

19.7 Leave for Court Appearance

- (a) The Employer shall grant paid leave to permanent employees, other than employees on leave without pay, who serve as jurors or who are subpoenaed to give evidence in a court action, provided such court action is not occasioned by the employee's private affairs, and the leave is on a day on which he/she would normally have worked.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to his/her for those services except travelling and meal allowance not reimbursed by the Employer, and shall furnish proof of jury or witness service and pay received.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment with the YMCA requiring attendance at court shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay. If the employee fails to notify the Employer, he/she will be considered to have abandoned his/her position as per Article 9.7.
- (g) For all the above reasons, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

19.8 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses required by the Employer. Employees shall advise the Employer of the time and place of examination when they are made aware of the time and place.

19.9 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses required by the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A permanent employee may be granted leave without pay or if the course is successfully completed leave with partial pay to take courses in which the employee wishes to enrol.

19.10 Professional Development

- (a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, permanent employees shall be entitled to up to four (4) days' leave with pay per year for the following purposes:
 - (1) to attend conference or conventions related to the employee's field or specialization;
 - (2) to participate in seminars, workshops, symposia, or similar out-service programs to keep up to date with knowledge and skills in their respective field.
- (b) Professional development leave shall not be cumulative.
- (c) Employees wishing to proceed on professional development shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's

job. On his/her return, the employee will submit a summary of the symposium/seminar to the Employer for distribution to other employees.

(d) An employee who uses a regularly-scheduled day off for a professional development day shall be entitled to a scheduled work day off at a time mutually agreeable to the employee and the Employer. This day may not be granted until a written summary of the symposium/seminar is provided as per 19.10(c).

(e) The Employer may reimburse an employee, proceeding on professional development leave, all or part of his/her expenses.

(f) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.

(g) (1) Opportunities to attend such programs or events shall be equitably rotated among all employees. No more than one employee per centre, up to half the total number of centres, may attend any one event. Centres that were unrepresented at a previous program or event shall have precedence in sending a representative to the next program or event, provided that the program or event is suitable to the professional development needs of employees at the under-represented centres.

(2) At the English Language Institute opportunities to attend such programs or events shall be equitably rotated amongst all employees. No more than thirty percent (30%) of employees may attend any one event, except where approved by the General Manager.

(h) A Committee of two (2) employees meeting with the Employer will recommend desirable professional development programs to be coordinated by the Employer.

(i) For employees in Child Care Centres, the Employer agrees to pay the tuition fees to a maximum of one hundred dollars (\$100) per annum for a permanent full-time employee and fifty dollars (\$50) per annum for a permanent part-time employee for conferences, courses or seminars related to the employee's field or specialization.

(j) The Employer agrees to pay the tuition fees to a maximum of one hundred dollars (\$100) per annum for a permanent full-time Instructor or Coordinator and fifty dollars (\$50) per annum for a permanent part-time Instructor or Coordinator for post secondary courses at an accredited educational institution or professional development event directly related to the field of teaching English as a second language and the English Language Institute curriculum during each calendar year.

19.11 Other Leave

The Employer may grant leave of absence without pay to an employee requesting such leave on an application made by the employee. Except in the case of an emergency, the application must be made in writing at least thirty (30) days before the date leave is sought stating the length of the leave and the reason for the request.

The application may be granted by the Employer after consideration of the employee's seniority and the efficient operation of the child care centre or of the English Language Institute. Approval for such leave will not be withheld unreasonably.

19.12 Elections

Any employee eligible to vote on a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

19.13 Leave for Medical and Dental Care

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for an employee or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence will be charged to the entitlement described in Article 18.1.

19.14 Definition of Child

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

ARTICLE 20 - MATERNITY/PARENTAL LEAVE**20.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave upon completion of the initial probationary period.

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than seventeen (17) weeks.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

20.2 Parental Leave

An employee who has become a parent through birth or adoption shall qualify for parental leave upon completion of the initial probationary period.

- (a) The parental leave shall be for a period of up to thirty-seven (37) weeks.
- (b) The period of parental leave must be taken within the fifty-two (52) week period after the birth date of the new born child or after the date the adopted child comes into the care and custody of the parent, except in the case of a natural mother where the parental leave must follow the end of maternity leave taken under Article 20.1 unless the Employer and employee agree otherwise.
- (c) The aggregate leave taken pursuant to Articles 20.1 and 20.2 shall not exceed fifty-two (52) weeks.

20.3 Maternity and Parental Leave Benefits

- (a) The Employer shall maintain coverage of benefits provided under Article 24, and the Employer agrees to pay its share of these premiums.
- (b) Vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave and/or parental leave. Vacation earned pursuant to this clause may be carried over to the following year.
- (c) On return from maternity and/or parental leave, an employee shall be placed in her/his former position or in a position of equal rank and salary.

20.4 Adoption Leave

Upon request, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child.

20.5 Seniority Rights on Re-employment

- (a) An employee who returns to work after the expiration of her maternity or his/her adoption leave shall retain service credits and seniority rights accumulated prior to the maternity or adoption leave and shall be credited with additional service credits and seniority of the period of time covered by the maternity or adoption leave.
- (b) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

20.6 Extension of Maternity/Parental Leave

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

- (a) Upon written notification, no later than six (6) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed forty (40) weeks. An employee shall neither lose nor accrue seniority while on extended child care leave. In no case will aggregate maternity/parental leave, pursuant to Article 20, exceed seventy-six (76) weeks.
- (b) An employee wishing continued coverage under any existing benefit plans shall pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave shall provide the Employer with at least six (6) weeks written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee shall be placed in her former position, or where the position no longer exists, in a position of equal rank and basic pay.

20.7 Employment Insurance Top-up

- (a) The Employer agrees to top up EI maternity leave benefits by fifteen percent (15%) of the employee's salary payable six (6) months after her return to work from maternity leave. Under no circumstances will the top up benefit exceed one thousand five hundred dollars (\$1500).
- (b) The Employer agrees to top up EI parental benefits for adoptive parents by fifteen (15%) of the employee's salary six (6) months after the employee returns to work from adoption leave. The benefit will be limited to the maximum amount of weeks payable for EI maternity leave benefits. Under no circumstances will the top up benefit exceed one thousand five hundred dollars (\$1500).

20.8 Sick Leave Credits

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

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Conditions

The Union and the Employer agree to fully comply with regulations made pursuant to the Workers' Compensation Act, the Employment Standards Act, or any other statute of the Province of British

Columbia pertaining to the working environment which is applicable to the Employer. First aid kits shall be supplied in accordance with this section.

21.2 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from sick leave.

21.3 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

21.4 Working Hazards

To the extent that it is reasonably possible the Employer agrees to maintain office furniture and equipment in a safe condition in order to avoid injury to employees. Employees, for their part and in their own interest, agree to advise the Employer of any such potentially injurious equipment.

21.5 Unsafe Working Conditions

No employee shall be disciplined for refusal to work on a job which is unsafe.

After an on-site inspection by the appropriate authority and discussion with the Employer and where the appropriate authority finds that a condition is unsafe or unhealthy for continued employment at that site, employees will not be assigned to that site until conditions have been corrected. Employees so affected will receive their regular rate of pay. The Employer will have the right to re-assign employees to other duties.

21.6 Supply and Maintenance of Equipment

A permanent employee shall not suffer any loss in salary in the event that he/she cannot carry out his/her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies.

21.7 Physical Fitness

With the knowledge that a program of physical fitness will improve the health and well-being of the employees, the Union and the Employer agree to encourage physical fitness.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definitions

"*Technological change*" shall mean the introduction by the Employer into the English Language Institute of equipment or material of a different nature or kind or a change in the manner in which the Employer carries on the business of the English Language Institute related to the introduction of that equipment or material, which will result in the layoff or termination of permanent employees by the Employer.

Technological change shall not include normal layoffs caused by budget limitations, reduced student enrollments, decreases in the amount of work to be done that are unrelated to technological change or other temporary, seasonal or sessional interruptions of work.

22.2 Advance Notice

Sixty (60) days before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

22.3 Training

Where a technological change results in new or significantly altered positions being created which require additional knowledge and skill on the part of permanent employees, permanent employees whose employment would otherwise be terminated pursuant to this Article shall be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the permanent employee can qualify for the new position within a training period of up to three (3) months. The Employer agrees to pay the permanent employee at the rate of pay for the position for which he/she is being trained during the training period.

22.4 Vacancies

A permanent employee who is displaced from his/her job by virtue of technological change will be given the opportunity to fill any existing vacancies in accordance with the job posting procedures in this Agreement.

22.5 Notice or Pay in Lieu of Notice

If by reason of any technological change, the Employer is unable to provide work for any permanent employee, the Employer shall provide the permanent employee with notice or pay in lieu of notice of termination of employment on the basis of one (1) week for each completed year of service to a maximum of eight (8) weeks. A permanent employee whose employment is terminated pursuant to this Article shall not be eligible for the severance benefit under Article 12.5 of this Agreement.

ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

ARTICLE 24 - HEALTH AND WELFARE

24.1 Personal Property Damage

Where a permanent employee's prescription eyewear is/are damaged by a person in the care of the Employer, the Employer shall pay up to a maximum of seventy-five dollars (\$75.00) of the replacement costs. This replacement benefit shall apply one (1) time per calendar year.

24.2 Basic Medical Insurance

All eligible permanent employees may be covered by the Medical Services Plan of British Columbia. Benefits and premiums shall be in accordance with the existing policy of the Plan. The Employer and the employee shall each pay one-half ($\frac{1}{2}$) of the premium.

24.3 Extended Health Care

All eligible permanent employees shall participate in the Employer's Extended Health Care Plan. Benefits and premiums shall be in accordance with the terms of said Plan. The Employer and the employee shall each pay one-half ($\frac{1}{2}$) of the premium.

24.4 Dental Plan

All eligible permanent employees shall participate in the Employer's Dental Care Plan. Benefits and premiums shall be in accordance with the terms of the said Plan. The Employer and the employee shall each pay one-half (½) of the premium.

24.5 Coverage

The rules of the Employer's health and welfare benefit plans respecting coverage shall apply to bargaining unit employees.

24.6 Group Life

Bargaining unit employees shall be enrolled in the YMCA group life insurance plan in accordance with the provisions of the plan. Benefits and premiums shall be in accordance with the terms of the said plan. The Employer and the employee shall each pay one-half (½) of the premium.

24.7 Medical Examination

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

24.8 Groups

For purposes of benefits plans, the total group covered by the plans, where advantageous, may include all persons employed by the YMCA.

24.9 Workers' Compensation Board

Where a permanent employee is on a claim recognized by the Workers' Compensation Board, which claim arose as a result of employment with the Employer, the employee shall be entitled to leave at his/her regular rate of pay, up to a maximum of the outstanding sick leave entitlement of the employee. Employees who so elect shall be deducted twenty-five percent (25%) of a day from their banked sick leave credits for each day on a Workers' Compensation Board claim until such time as the banked sick time is exhausted. Where an employee elects to claim leave with pay under this Article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

24.10 Employees' Assistance Program

The Employer recognizes that the abuse of alcohol and/or drugs constitutes an illness and employees so affected while undergoing recommended treatment will have the benefits he/she is entitled to in this grievance procedure and will retain seniority.

The Employer and the Union will establish a mutually agreed upon procedure to refer employees to a recognized agency for treatment.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**25.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

25.2 Pay Days

- (a) All employees shall be paid biweekly.
- (b) Payment shall be made by direct deposit to a chartered bank, trust company or credit union of the employee's choice in the Province of British Columbia.

25.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties of this Agreement. The applicable rates of pay are recorded as Appendix 1.
- (b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheques shall be confidential.

25.4 Substitution Pay

When an employee temporarily substitutes in a higher paid position, he/she shall receive the rate for the job.

25.5 Pay on Temporary Assignment

A permanent employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

25.6 Pension Plan

The Canadian YMCA Retirement Fund takes effect on July 1st, 1990.

25.7 Pension Participation

Participation in the Canadian YMCA Retirement Fund for bargaining unit employees shall be in accordance with the enrollment provisions of the fund.

25.8 Pension Standards Legislation

It is agreed that eligibility criteria for pension participation purposes could change subject to the introduction of pension standards legislation in British Columbia.

25.9 Pension Disclosure

The Employer agrees that a representative as designated by the Union will have access to all information relating to the Canadian YMCA Retirement Fund upon request.

ARTICLE 26 - REIMBURSEMENT OF EXPENSES AND TRAVEL COSTS**26.1 Vehicle Allowance**

Mileage allowances for all miles travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover mileage to and from the employee's place of residence only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. The rate of reimbursement shall be thirty cents (\$0.30) per kilometre.

26.2 Upgrading Qualifications

Where the Employer requires an employee to upgrade his/her skills or qualifications the cost of training and normal living and travel expense as laid down in this Agreement will be borne by the Employer.

26.3 Expenses

An employee in performing his/her duties may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances when the employee can be reasonably expected to provide his/her own meal.

26.4 Child in Child Care

Where a permanent full-time employee or a permanent part-time employee working seventeen and one-half (17½) hours per week or more in a child care centre has a child enrolled in a child care centre operated by the Employer, she/he shall have twenty-five percent (25%) of the monthly child care cost sponsored by the Employer.

ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION

27.1 Classification Specifications

The Employer agrees to supply the President of the Union or his/her designate, with the classification specifications for those classifications in the bargaining unit.

27.2 Job Evaluation Plan

The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

27.3 New Classifications

When a new classification covered by this Agreement is introduced, the classification and the 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 pay of the job in question, the matter shall be referred to arbitration under Article 8 of this Agreement. The new rate of pay shall be retroactive to the time the classification was established.

27.4 Elimination of Present Classification

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

ARTICLE 28 - SUBSTITUTE EMPLOYEES

28.1 Application of Statutes to Substitute Employees

Substitute employees will be covered by all applicable provisions of the Employment Standards Act, except as otherwise provided for in this Agreement.

28.2 Court Appearance

Court actions arising from employment with the YMCA requiring attendance at court should be with pay.

28.3 Application of Collective Agreement to Substitute Employees

Substitute employees are covered by the provisions of this Agreement except the following Articles:

10, 11, 12, 16, 17, 18, 19, 20 and 24.

28.4 Annual Vacations

A substitute employee will be entitled to receive vacation at the rate of six percent (6%) of the employee's regular earnings and will receive the unused portion of vacation pay upon termination or at December 31st of the year in which the vacation was earned.

ARTICLE 29 - SPECIAL NEEDS EMPLOYEES

29.1 Definition

Special needs employees are those who are employed pursuant to a contract or an authorization with the Ministry for Children and Families to work with a child or children who require extra support.

29.2 Application of Collective Agreement

(a) Special needs employees shall be treated as permanent employees and shall be covered by all provisions of the collective agreement except the following:

Article 12; Article 17; Article 19; Article 24; and Articles 25.6, 25.7, 25.8 and 25.9.

(b) Effective January 1, 1997 special needs employees shall be covered by the provisions of:

Article 17 - Annual Vacation, Article 19 - Special and Other Leave and Article 24 - Health and Welfare, of the collective agreement.

29.3 Hours of Work

To facilitate the successful inclusion of those children requiring extra support in school-age centres, Articles 13 and 15 shall be modified in their application to special needs employees in school-age centres as follows:

(a) During days when school is not in session including summer vacation, Christmas, Spring Breaks, professional days and sports days, the work day for special needs employees employed in school age centres shall be eight (8) hours duration exclusive of meal period.

(b) The eight-hour (8) work day set out in paragraph (a) above shall be the regularly scheduled hours of work during days when school is not in session for special needs employees employed in school age centres for the purposes of Article 15 - Overtime.

29.4 Application for Permanent Positions

Where a permanent position becomes vacant in a child care centre and the Employer intends to fill the vacancy and no permanent employee applies, the Employer will first consider applications received from Special Needs employees for the vacant position before looking elsewhere.

29.5 Layoff

Upon layoff, special needs employees shall retain their seniority for twelve (12) months for the purposes of posting into vacancies.

ARTICLE 30 - GENERAL CONDITIONS

30.1 Political Activity

(a) *Municipal and School Board Offices*

Employees may seek election to municipal and school board offices, provided that

- (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a YMCA employee;
- (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the YMCA position.

Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Section 19.6 (a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Section 19.6 (c). If not elected, the employee shall be allowed to return to his/her former position.

30.2 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the trade union shall print sufficient copies of the Agreement in a format mutually agreeable to the two parties, for distribution to employees. The cost of such printing shall be shared on a fifty-fifty (50/50) basis by the Union and the Employer.

30.3 Positions Temporarily Vacant

- (a) The Employer agrees that, except in the case of emergency, an employee's work load will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reasons.
- (b) In such instances, the Employer shall give qualified permanent employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category. Such substitution shall be on a seniority basis within the next lowest classification in which a qualified employee can be found.

30.4 Vehicles

If an employee is required to use his/her own automobile in the performance of his/her duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

30.5 Personal Duties

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

ARTICLE 31 - SECONDMENT

The Employer agrees that no secondment will occur with respect to persons covered by this Agreement without the mutual agreement of the parties.

ARTICLE 32 - SEXUAL HARASSMENT

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer undertakes to consider disciplining an employee engaging in sexual harassment.
- (b) Sexual harassment shall be defined as:
 - (1) persistent sexual solicitation or advance made by a person of authority who knows, or ought to know, it is unwelcome; or
 - (2) a reprisal (or threat of a reprisal) by someone in authority after a sexual advance is rejected.
- (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the harasser without incurring any penalty. In cases where sexual harassment may result in the transfer of an employee, where possible it shall be the harasser who is transferred. The employee who is harassed shall not be transferred against the employee's will.
- (d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality.
- (e) An alleged offender under this clause shall be entitled:
 - (1) to be given notice of the substance of a grievance under this clause;
 - (2) to be given notice and to attend, participate in and be represented by any arbitration hearing which is held as a result of a grievance under this clause.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 2004.

33.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2003, but in any event not later than midnight December 31, 2003.
- (b) Where no notice is given by either party prior to January 1, 2004, both parties shall be deemed to have been given notice under this section.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Principal (Chief Executive Officer) of the Employer.

33.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 33.2 of this Article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

33.4 Change in Agreement

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

33.5 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

William Stewart, President & CEO

Kimberley Pender, Bargaining Chair

Denis Gagnon, Vice President of HR and
Association Services

Tunde Skiba, Bargaining Committee

Virginia Christopher, General Manager,
YMCA International College

Mary Ellen Hanlon, Bargaining Committee

Susan Low, General Manager,
YMCA Child Care

Chris Mullen, Staff Representative

Signed this _____ day of _____, 20_____.

**APPENDIX 1
CLASSIFICATIONS AND WAGES**

| CHILD CARE CENTRES | | | |
|---|-------------------|-------------------|-------------------|
| Classification | Sept. 1/01 | April 1/02 | April 1/03 |
| Senior Early Childhood Educator | \$16.84 | \$17.18 | \$17.52 |
| Early Childhood Educator/Special Needs Educator | \$15.05 | \$15.35 | \$15.66 |
| Early Childhood Educator Substitute | \$10.54 | \$10.75 | \$10.96 |
| School Age Supervisor | \$13.37 | \$13.57 | \$13.77 |
| School Age Assistants/Special Needs Assistant | \$11.38 | \$11.55 | \$11.72 |
| School Age Substitute | \$9.93 | \$10.08 | \$10.23 |

| ENGLISH LANGUAGE INSTITUTE | | | |
|---|----------------------|----------------------|----------------------|
| Classification | Sept. 1, 2001 | April 1, 2002 | April 1, 2003 |
| Instructors/Coordinators | | | |
| <i>Entry Level Rate:</i> | \$32,150/yr. | \$32,632/yr. | \$33,122/yr. |
| <i>Mid Level Rate:</i> | \$33,931/yr. | \$34,440/yr. | \$34,957/yr. |
| <i>Senior Level Rate:</i> | \$35,718/yr. | \$36,254/yr. | \$36,798/yr. |
| <i>Substitute Rate:</i> | \$24.85/contact hr | \$25.22/contact hr | \$25.60/contact hr. |
| Administrative Assistant | | | |
| <i>Entry Level Rate:</i> | \$23,853/yr. | \$24,210/yr. | \$24,573/yr. |
| <i>Mid Level Rate:</i> | \$25,375/yr. | \$25,756/yr. | \$26,142/yr. |
| <i>Senior Level Rate:</i> | \$27,405/yr. | \$27,816/yr. | \$28,233/yr. |
| Administrator | \$30,450/yr. | \$30,907/yr. | \$31,370/yr. |
| <p><i>The salaries above are based on full-time employment. Part-time employees will receive a proportional share of the annual salaries set out above. In the case of instructors, the proportional share will be based on a part-time instructor's number of contact hours in proportion to a full-time instructor's workload of twenty-four (24) contact hours per week.</i></p> <p><i>The above classifications will move from one level to the next upon completion of one year of service at the lower level.</i></p> | | | |

**APPENDIX 2
PERMANENT PART-TIME (APPENDIX 2) EMPLOYEES**

Permanent part-time (Appendix 2) employees are covered by the provisions of this Agreement except the following Articles:

16, 17, 19, 20, and 24

Permanent part-time (Appendix 2) employees are covered by the applicable provisions of the Employment Standards Act, except permanent part-time (Appendix 2) employees shall receive vacation at the rate of six percent (6%) of the employee's regular earnings and shall receive the unused portion of vacation pay upon termination or at December 31st of the year in which the vacation was earned.

APPENDIX 3 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) employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. Requests to job share shall not be unreasonably withheld.

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 or in the English Language Institute 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 10 of the Collective Agreement.

6. Layoff and 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 (2) 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) where the employee exercising his/her rights under Article 12 is junior to one (1) 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) where 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) At the inception of the job share, the employees involved and the Employer shall agree on a shift schedule. Once the job share has commenced, such a shift schedule shall only be changed with the mutual agreement of the Employer and the employees involved.
- (c) Upon ninety (90) days' notice, the employees 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 24 of the Collective Agreement.
- (b) *Sick Leave* - to be prorated for in Article 18 of the Collective Agreement.
- (c) *Statutory Holiday Pay* - to be prorated for in Article 16 of the Collective Agreement.
- (d) *Vacation* - entitlement to annual vacation on a prorated basis as provided for in Article 17 of the Collective Agreement.
- (e) *Pension* - benefits shall be maintained at previous benefit levels.

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. Effective Date

The provisions of this Memorandum of Understanding shall come into full force and effect on the date of signing of the Collective Agreement and shall remain in effect until March 31, 2001.

**LETTER OF UNDERSTANDING #1
YMCA TRI-CITIES CHILD CARE RESOURCE AND REFERRAL PROGRAM**

Whereas the YMCA Tri-Cities Child Care Resource and Referral Program (Tri-Cities) is fully funded by the Provincial Government, the parties recognize the need to address the salaries/wages provision which arises out of the Tri-Cities contract.

It is agreed and understood by the YMCA and the BCGEU that all terms and conditions, other than salaries and wages, of employment for Tri-Cities employees are as set out in the Collective Agreement between the YMCA and the BCGEU.

Increases to salaries and wages for YMCA Tri-Cities' employees shall be determined by the terms of the contract between the Ministry and the YMCA, and/or any supplemental funding allocated for salaries and wages for Tri-Cities employees, and not by the Collective Agreement between the BCGEU and the YMCA.

It is further understood that should the Tri-Cities contract be terminated, and should any employee exercise his or her rights under Article 12 (Layoff & Recall) of the Collective Agreement, the employee shall receive the salary/wage for the job classification as provided in the Collective Agreement between the BCGEU and the YMCA. The Tri-Cities Child Care Resource and Referral Program employees shall be included in the Pre-School Age employees seniority unit.

**LETTER OF UNDERSTANDING #2
ARTICLE 12.1 - LAYOFF AT ENGLISH LANGUAGE INSTITUTE**

Notwithstanding the provisions of Article 12.1(a)(4), a permanent part-time or permanent part-time Appendix II employee at the English Language Institute who has been given notice of layoff, shall have the right to utilize his/her seniority to bump into a permanent full-time position or a permanent part-time position, provided the bumping employee has the qualifications to do the work of the bumped employee.

**LETTER OF UNDERSTANDING #3
CHILD CARE WAGES**

The wage rates set out in Appendix 1 for Child Care staff are dependent upon the receipt of Provincial Government funding. The parties acknowledge that the wage rates are not sustainable without funding from the relevant Ministry or Ministries of the Province of British Columbia. If the said funding is reduced or discontinued during the life of this Agreement, the wage rates set out in Appendix 1 shall be re-negotiated. Should any level of government make funds available for the enhancement of the wages for child care employees, at any time during the term of this Agreement, these funds will be used to offset increases provided under the current Agreement. Funds in excess of this amount will be used to provide additional increases. Should the parties be unable to negotiate a mutually agreeable adjustment to the wage rates, the issue will be referred on an expedited basis to Heather Laing, Stephen Kelleher Q.C, or Brian Foley.

**SIGNED ON BEHALF OF
THE UNION:**

George Heyman, President

Kimberley Pender, Bargaining Chair

Tunde Skiba, Bargaining Committee

Mary Ellen Hanlon, Bargaining Committee

Chris Mullen, Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

William Stewart, President & CEO

Denis Gagnon, Vice President of HR and
Association Services

Virginia Christopher, General Manager,
YMCA International College

Susan Low, General Manager,
YMCA Child Care

Signed this _____ day of _____, 20_____.

**LETTER OF UNDERSTANDING #4
SPLIT SHIFTS IN SCHOOL AGE CHILD CARE CENTRES**

The Parties agree to convene a joint committee to establish a pilot project to assess the feasibility of operating school age child care centres during periods of full day operation without the need to employ split shifts.

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