

COLLECTIVE AGREEMENT

between the

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF VANCOUVER (YWCA)**

and the

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

Effective from April 1, 2002 to March 31, 2004

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ARTICLE 1 - UNION RIGHTS AND RECOGNITION

1.1 Human Rights Act

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

1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of YWCA of Vancouver for whom the Union is certified under the Labour Relations Code of B.C.

1.3 No Other Agreement

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

1.4 No Discrimination for Union Activity

The Employer and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union, or for the exercise of rights provided for in this Agreement. For the purposes of this clause, "*activity in the Union*" shall mean Union activities conducted in accordance with the terms of this Collective Agreement or Union activities which do not interfere with the work of any employees and the operation of any child care centre.

1.5 Picket Lines

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

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

1.6 Union Shop

- (a) All employees at the date of signing of this Agreement covered by the certification who are at the time members of the Union, will continue as members of the Union.
- (b) All employees who at the date of signing of this Agreement covered by the certification who are not at that time members of the Union, will not be required to join the Union. These employees shall, however, be required to furnish the Union with a sum equal to Union dues as a condition of employment.
- (c) As a condition of employment, employees who are hired after the date of signing of this Agreement shall become Union members from the date of hire, subject to the provisions of Article 12.10.

1.7 Recognition of Shop Stewards

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

1.8 Meeting the Employer

When the Employer wishes to discuss unsatisfactory work habits that could lead to disciplinary action with an employee, the employee shall have the right to be accompanied by a steward or another Union representative.

1.9 Leave with Pay for Shop Stewards

The steward may investigate and process grievances, and administer and interpret the contract during regular working hours without loss of pay. If the steward must leave the work station, permission of the Employer shall be obtained; the Employer shall not withhold such permission for a reasonable request.

1.10 Acquainting New Employees

The Employer agrees that the shop steward shall be given an opportunity to meet with each new employee within regular working hours up to a maximum of one (1) hour without loss of pay, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of Union membership.

1.11 Contacting at Work

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

1.12 No Disruption

The Union agrees in implementing 1.9, 1.10, and 1.11 there will be no disruption in the regular working day. When the shop steward wishes to attend to the activities in 1.9 and 1.10, she/he will provide the Director, Children and Family Services with reasonable advance notice and the scheduling of these activities will be by mutual agreement between the shop steward and the Director.

ARTICLE 2 - EMPLOYER'S RIGHTS

2.1 Employer's Rights

The Union recognizes that it is the Employer's right and duty to exercise the functions of management to organize the work of the Centre and to direct the employees including but not limited to the right to hire, suspend, discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the Agreement limit, or affect that right.

ARTICLE 3 - EMPLOYER/UNION RELATIONS

3.1 Employer/Union Relations

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

3.2 Authorization and Deductions - Dues Check-off

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

3.3 Remittance of Dues

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

3.4 Dues Receipt - Income Tax Purposes

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

3.5 Alteration of Dues and Special Deduction

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

3.6 Notification of Staff Changes

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

3.7 Correspondence

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

3.8 Copies of the Agreement

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

ARTICLE 4 - STAFFING

4.1 Definition of Regular Employee

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

4.2 Definition of Auxiliary Employee

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

- (a) positions created to carry out special projects of work which are not continuous.

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

A long-term auxiliary employee is employed for more than twenty-two (22) regularly scheduled continuous days as per Article 12.9.

4.3 Definition of Classifications

- (a) *Senior Educator* - Person has ECE Diploma covering "under 3" and "over 3" qualifications and is registered with Provincial Child Care Facilities Licensing Board (PCCFLB) and is responsible for the day-to-day operation of a Centre. (Minimum two (2) years' experience working with children).
- (b) *Infant Toddler Educator* - Person has ECE diploma covering "under 3" and "over 3" qualifications or equivalent and is registered with the PCCFLB.
- (c) *Special Needs Educator* - Person has ECE diploma covering "over three" and "special needs" qualifications or equivalent with the PCCFLB.
- (d) *Early Childhood Educator* - Person has completed basic ECE training including five hundred (500) hours internship and is registered with the PCCFLB.
- (e) *Early Childhood Assistant* - Person has completed training in Early Childhood Education but has not yet completed five hundred (500) hours internship.
- (f) *Assistant-in-Training* - Person has commenced training in Early Childhood Education courses.

4.4 Notification of Employment -- Regular Employees

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, and a copy of her/his job description. A copy of this letter will be sent to the Union.

A copy of this Collective Agreement will be provided by the Union.

4.5 Notification of Employment -- Auxiliary Employees

Auxiliary employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks; a copy of this letter will be sent to the Union.

4.6 Job Descriptions

Job descriptions are written with the intent to set forth the general duties and requirements of the job and the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Employer will set a rate in accordance with the YWCA Job Evaluation Salary Administration (JESA) plan and advise the Union.

4.7 Hiring

Notice of all open permanent positions shall be posted for five (5) working days in all bargaining unit worksites and the Union will be notified. Appointment may be made on a temporary basis until a permanent selection can be made.

4.8 Priorities in Hiring

First consideration will be given to applicants from the bargaining unit who are regular employees and to employees on the recall list. Second consideration will be given to long term auxiliary employees in the bargaining unit. Third consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.

4.9 Probation

(a) The Employer may reject a probationary employee for cause. The test of 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.

(b) The probationary period for supervisory employees shall be six (6) months worked. The probationary period for all other employees shall be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months worked, based on the normal hours of work of a full-time employee.

(c) 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 grieve the decision pursuant to the grievance procedure outlined in Article 11 of this Agreement.

(Note: Employees serving a shorter probationary period, as of the date of ratification, shall continue to serve the shorter probationary period.)

4.10 Promotions and Transfers

In making promotions and transfers, the skill, knowledge, sensitivity, and training, to perform the work that is available shall be considered together with length of service with the final decision being that of the Employer.

4.11 Program Closure

In the event of (1) the closure of a program or Centre by the Employer; or (2) a temporary program closure by other than the Employer (i.e., school closures, strike action), employees shall be transferred to available positions within the bargaining unit, providing they have the skill, knowledge, sensitivity, and training, to perform the work that is available. If there is no available position under (2) layoff shall apply.

In the event that there is no available position employees affected in permanent closures may exercise their seniority to be retained in the Bargaining Unit using the following process:

In consultation with the Senior Supervisor of the various centres the Director (using the criteria in 4.10) shall reassign the workforce such that it causes the least disturbance to program delivery, and notify the Union of the planned reassignment.

4.12 Trial Period

(a) *Promotion*

Upon promotion the employee shall be on a trial period for three (3) months. If during the trial period the employee finds the job unsatisfactory, or is unable to meet the basic job requirements, the employee shall be returned to her/his former position or to one of at least equal salary range.

(b) *Transfer*

Upon transfer, the employee shall be on a trial period for one (1) month. If during the trial period the employee finds the job unsatisfactory, or is unable to meet the basic job requirements, the employee shall be returned to her/his former position or to one of at least equal salary range.

4.13 Seniority - Definition and Seniority List

Seniority for full-time employees is defined as the length of service from the date of hire with the Employer. Seniority for part-time and auxiliary employees shall be calculated on the basis of hours worked. Seniority shall be a factor in determining preferences or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall, and access to preferred shifts, vacations, and other such working conditions, as set out in other provisions of this Agreement with the final decision being that of the Employer. Separate seniority lists shall be maintained for regular and auxiliary employees by the Employer and be available to the Union on reasonable request.

(Note: Part-time employees shall convert to the above as of the date of ratification and shall be credited with full-time seniority up to the date of ratification.)

4.14 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, on extended maternity leave, extended Leave, Adoption, layoff up to twelve (12) months or leave of absence approved by the Employer.

4.15 Reduction of Hours

Reduction in hours shall be based on seniority, as per Article 4.13, providing that affected employees have the skill, knowledge, sensitivity and training to perform the work that is available, and that licensing standards can be maintained.

4.16 Layoff and Recall List

(a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the skill, knowledge, sensitivity and training, to perform the work that is required, and that licensing standards can be maintained.

(b) Any regular employee who has completed less than three (3) years employment shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice. After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice shall be added for each subsequent completed year to a maximum of eight (8) weeks' notice or pay in lieu of notice.

(c) Any regular employee who has chosen layoff as per Article 4.16(b) shall have the right to decline a recall to work at reduced hours without loss of seniority.

(d) *Layoff and Recall Process*

(1) No layoff will occur without prior notification to the Union.

(2) Any employee affected by a layoff shall receive written notification prior to layoff.

(3) In the event an employee is laid off, the employee will remain on the recall list for a period of twelve (12) months from the discontinuation of her/his position.

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

- (5) Notice of recall shall be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.
- (6) An employee notified of recall shall be given five (5) working days notice to report to work.
- (7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.
- (8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

ARTICLE 5 - WORKING CONDITIONS

5.1 Workweek and Workday

- (a) The regular working hours shall consist of thirty-five (35) hours per week.
- (b) If a program is being run at a deficit, and the Employer can demonstrate that by increasing the workday, the equivalent of a minimum point five (.5) FTE can be saved, the workweek may be increased to a maximum of thirty-seven and one-half (37½) hours per week.

5.2 Relief and Meal Breaks

The regular full-time hours per week shall include two (2) fifteen (15) minute relief breaks and is exclusive of a thirty (30) minute lunch break. Employees who work less than regular full-time hours shall be entitled to a fifteen (15) minute relief break for shifts greater than four (4) hours of work and an unpaid meal break for shifts greater than five (5) hours of work.

5.3 Staff Meetings

The Employer agrees to allow staff meetings of up to two (2) hours per month and YWCA orientation of new staff during working hours. The staff meeting(s) and orientation session shall be included in the thirty-five (35) hours of work per week where scheduling is possible. Where staff meetings are held outside of working hours, the time will be paid at straight time. It is understood that staff may voluntarily attend YWCA events, such as staff breakfasts, Parties, Annual Meetings and such attendance shall not constitute overtime.

5.4 Licensing Standards

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

5.5 Safety

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

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

5.6 Additional Hours for Part-time Employees

Regular part-time employees shall be offered any additional hours in her/his primary work location, in order of seniority and before auxiliaries, provided the additional hours do not result in overtime.

ARTICLE 6 - VACATIONS

6.1 Calendar Year

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

6.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service, a prorated vacation for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

Entitlement shall be as follows:

Classification	Entitlement
Senior Childhood Educator	1.83 days
Infant Toddler Educator Special Needs Educator Early Childhood Educator Early Childhood Assistant Assistant-in-Training	1.25 days

6.3 Vacation Entitlement

All regular full-time employees in their second and subsequent calendar year shall be entitled to annual vacation with pay as follows:

Entitlement is as follows:

Classification	Calendar Year	Working Days
Senior Childhood Educator	2 - 15	22
	16	28
	17	29
	18	30
	19	31
	20 and thereafter:	32
Infant Toddler Educator	2 - 5	15
Special Needs Educator	6 - 15	20
Early Childhood Educator	16	26
Early Childhood Assistant	17	27
Assistant-in-Training	18	28
	19	29
	20 and thereafter:	30

6.4 Vacation Scheduling

The time of vacation is to be determined by mutual agreement between the employees and the Employer. Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees, with the final decision being that of the Employer. An employee is required to give one (1) month's notice to the Employer of intended vacation time.

6.5 Accumulation or Carry Over of Vacation

Vacation time is viewed as essential to the well-being of staff; therefore staff are urged to take their vacation time within each calendar year. In unusual circumstances, staff may carry over some vacation days at the discretion of the Director. Requests for vacation carryover must be made before November 1st. This carried-over time must be taken within the following calendar year.

Failure to obtain approval to carryover vacation will result in the loss of any vacation days which are not scheduled and taken during the calendar year in which they are earned.

6.6 Permanent Part-time Employees

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

6.7 Approved Leave of Absence During Vacation

If an employee develops an illness or has an accident while on vacation the Employer may, upon application by the employee at the time of the incident, treat such time as sick leave.

6.8 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year other than the first year of employment, shall be computed on the basis of their vacation entitlement as set out in Article 6.3.

ARTICLE 7 - DESIGNATED HOLIDAYS

7.1 Paid Holidays

Employees who have worked fifteen (15) of the previous thirty (30) workdays shall be entitled to the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

Any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which the employee is working shall also be a paid holiday.

7.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on the scheduled day off of an employee, she/he shall be granted an equivalent time off without loss of pay; such paid holiday to be taken no later than the next vacation time.

7.3 Designated Holiday Coinciding with Employee's Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a vacation; such paid holiday to be taken no later than the next vacation time.

ARTICLE 8 - LEAVES

8.1 Definition of Sick Leave

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently impair work ability.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected illness or disease in the workplace which may be harmful to pregnancy. She may use this leave until all danger from such disease or condition no longer exists.
- (c) Employees are entitled to use sick leave credits for use of family responsibility leave as per the Employer's policy. Employees may apply to their manager to use sick leave when a member of their immediate family is ill and the employee is responsible for the care of the family member.

8.2 Sick Leave Entitlement

A permanent full-time employee shall earn paid sick leave at the rate of one and one-half (1½) days per month. Sick leave shall accumulate to a total of eighty-five (85) working days. Permanent part-time employees shall be entitled to sick leave on a pro-rata basis.

8.3 Sick Leave Credit

All employees shall be able to draw on a block of four point five (4.5) days' sick leave when they commence employment. If all or part of this block of sick leave is used it will be paid back as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credit, this amount will be deducted from his/her final paycheck.

8.4 Medical Confirmation of Sick Leave

After sick leave of more than three (3) continuous days or when it appears that a pattern of consistent absence is developing, the Employer may request medical confirmation. For the purpose of this Article, medical confirmation shall normally consist of a note from the employee's physician. In the case where a pattern of consistent absence appears to be developing, the Employer may require that the employee's physician fill out the YWCA Physician's Medical Report form. Any costs incurred in obtaining such confirmation shall be paid by the employee.

8.5 Maternity/Parental Leave

- (a) The period of maternity/parental leave shall be in accordance with the Maternity and/or Parental provision of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated in her/his former position. An employee who is serving a probation or trial period shall complete the remainder of her/his probation/trial period upon her/his return to work. In the event that a performance problem has been identified during the probation/trial period prior to the maternity/parental leave, an employee returning from maternity/parental leave shall be required to repeat her/his entire probation/trial period of three (3) months.
- (b) Upon request, an employee shall be granted a leave of absence without pay for a further period of up to one (1) year. If she/he returns to work within this one (1) year period, she/he will be reinstated in her/his former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence.
- (c) If an employee maintains coverage for medical, extended health/life insurance or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the Maternity and/or Parental provision of the Unemployment Insurance Act.

- (d) The employee shall accumulate vacation entitlements for the period of leave covered by the Maternity and/or Parental provision of the Unemployment Insurance Act.

8.6 Paternity Leave

Upon request, the employee may be granted an unpaid paternity leave of up to one (1) year. Upon return to work, the employee shall be reinstated in his former position. An employee who is serving a probation or trial period shall complete the remainder of his probation/trial period upon his return to work. In the event that a performance problem has been identified during the probation/trial period prior to the paternity leave, an employee returning from paternity leave shall be required to repeat his entire probation/trial period of three (3) months.

8.7 Bereavement Leave

In the case of bereavement in the immediate family an employee shall be entitled to special leave at her/his regular rate of pay. Such leave will not exceed five (5) working days. Immediate family includes: Employee's child, parent, spouse, common-law spouse, sibling, parent-in-law, grandparents, grandchild, and any other relative permanently residing with the employee.

8.8 Educational Leave

- (a) Employees shall be granted two (2) days' educational leave with pay per annum to observe other child care centres, or preschool programs, or to attend seminars, workshops, training sessions or conferences which will be of benefit to her/his professional development. Included in this leave shall be both internal and external professional development opportunities with one (1) day being designated as external. Scheduling of educational leave will be approved by the Employer to ensure adequate staffing in the child care centres.
- (b) The Employer agrees to consider all requests for courses related to staff professional development including in-house training opportunities. The Employer agrees to consider requests to cover all or a portion of the costs involved.
- (c) Leave of absence with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum.

8.9 Leave of Absence for Union Activities

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

- (a) for employees who are elected or appointed representatives of the Union, to attend to Union business which requires them to leave their place of employment;
- (b) for employees who are representatives of the Union Bargaining Committee, to discuss or negotiate directly with Employer representatives, or to attend meetings of the Bargaining Committee.

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

8.10 Special Leave of Absence Without Pay

- (a) *Leave of Absence up to five (5) days*

After completion of the probation period, special leave without pay, to a maximum of five (5) working days, may be granted by the Employer to an employee for a valid reason including selection as a delegate or representative of the Union. Such absence on approved special leave without pay shall not jeopardize any of the employee's benefits acquired with normal service.

(b) *Leave of Absence greater than five (5) days*

Regular staff, working more than 17.5 hours per week may be granted a leave of absence without pay, under the following conditions:

- (1) the employee has more than 24 months of service
- (2) there are no performance management issues
- (3) the request is received six (6) weeks in advance
- (4) the request is in writing to the immediate supervisor indicating:
 - (i) the length of time requested
 - (ii) the last day to be worked
 - (iii) the return date
 - (iv) the reasons supporting the request

All requests for more than one (1) month must be approved by the department Director after consultation with the Chief Executive Officer and the Human Resources Manager. Approval will be based on YWCA operational requirements. Employees shall be notified in writing.

(c) When an unpaid leave of absence is approved, the following conditions will apply:

- (1) All vacation accrued must be used before an unpaid leave is approved.
- (2) Vacation and sick time do not accrue while the employee is on unpaid leave.
- (3) Subject to the terms and conditions of the plan carrier, staff may remain on health benefits while on unpaid leave, provided that there is a specified return to work date. After one month, the full cost of health benefits are borne by the staff member.
- (4) Staff must contact their supervisor at least three weeks prior to the scheduled return date to confirm the return to work. An employee who fails to contact her supervisor may be deemed to have abandoned her position, however, the employee shall be entitled reasonable opportunity to explain her failure to contact the supervisor.

8.11 Special Leave With Pay

(a) *Personal Days*

- (1) After completion of the Probation Period, regular staff will receive three (3) days' leave with pay per year for personal use, prorated for part-time staff working at least seventeen and one-half (17½) hours per week. These days may be used at any mutually suitable time within the calendar year. However, they must be taken within the year and cannot be carried forward.
- (2) These days will be accumulated on the basis of one for each four (4) months of the calendar year worked [prorated for regular part-time staff working at least seventeen and one-half (17½) hours per week]. If days are taken before they are earned and the employment is terminated any outstanding days will be deducted from the final cheque.

(b) *Family Responsibility Leave*

Employees are entitled up to five (5) days of unpaid per year to meet responsibilities related to care, health or education of any member of the employee's immediate family. Up to three (3) days' leave with pay will be considered by the Director where there is serious illness in the immediate family and the employee is responsible for the care of the family member. If granted, these days will form part of the annual entitlement of five days.

8.12 Court Appearances and Jury Duty

- (a) Employees shall be granted leave with pay if subpoenaed to appear in court in their capacity as an employee.
- (b) Any regular employee who is required to perform jury duty on a regular working day will be released to serve. The employee will be reimbursed by the Association for the difference between the pay received for said jury duty and the employee's regular salary for the said period of time. The employee will be required to furnish proof of jury duty service and the pay received.
- (c) If an employee believes that jury duty would be a hardship, the Employer shall assist the employee to request an exemption from serving by providing a letter for the employee.
- (d) If the employee is required to serve, the employee shall explore possibilities to limit her service to a maximum of seven (7) days.

8.13 Elections

Upon request, any employee eligible to vote in a federal or provincial election may have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

ARTICLE 9 - BENEFITS OTHER THAN SICK LEAVE FOR PERMANENT STAFF

Note: All full-time and permanent part-time salaried staff working seventeen and one-half (17½) hours or more per week, are eligible for the following benefits.

(Up-to-date pamphlets on benefits are available from the Finance Office.)

9.1 Medical Services Plan

This is the Provincial health care plan which provides for payment of the costs of required medical, surgical, obstetrical and diagnostic services of medical practitioners, for all residents of British Columbia and their dependents.

The premium is paid: - one-half (½) by the YWCA
 - one-half (½) by the staff person

Employees are eligible for MSP after one (1) full month of employment.

9.2 Dental Care Plan - MSA

It is important to carefully read the brochure for details of this Plan.

Based on the current Dental Schedule of Fees, the plan will be the following:

- Plan A - Basic Services..... 100% of claim
- Plan B - Prosthetic appliances and crown and bridge procedures50% of claim
- Plan C - Orthodontics.....50% of claim

The premium is paid: - one-half (½) by the YWCA
 - one-half (½) by the staff person

It is a condition of employment to join this Plan after a full three (3) months of employment unless otherwise covered.

9.3 United Way Group Insurance Plan

Comprises of Group Life Insurance: Accidental Death and Dismemberment Insurance; and Long Term Disability Benefit* (also Extended Health Benefits (see 9.4) and LTD. Supplemental Coverage for staff members in the Pension Plan (see 9.5).

The premium is paid: - LTD portion by the employee;
 - the balance by the YWCA.

Staff members are eligible for this benefit on the first day after a full three (3) months of employment.

It is a condition of employment to join this Plan.

* *If an employee is on the Long Term Disability benefit, the YWCA will continue to contribute the Employer's share of benefit premiums (i.e. MSP, MSA, Dental, Life and Accidental Death and Dismemberment Insurance) for the first six (6) months of Long Term Disability.*

9.4 Extended Health Benefits - MSA

This is a low cost protection against expenses not covered by the basic plan, such as ambulance, prescription drugs, special nursing, semi-private and private room hospital accommodation.

The premium is paid: - one-half (½) by the YWCA;
 - one-half (½) by the staff person.

Staff members are eligible for this benefit after a full three (3) months of employment.

It is a condition of employment to join this plan unless otherwise covered.

9.5 United Way Pension Plan

(a) All regular full-time and part-time staff are eligible to join the Pension Plan after three (3) months of employment.

The contribution is paid: - 120% by the YWCA;
 - 100% by the staff person.

Staff hired before April 1, 1987 have the option to join the Pension Plan. Staff hired after April 1, 1987 join this plan as a condition of employment after reaching age twenty-five (25) and after one (1) year's employment.

(b) *Long Term Disability Supplemental Coverage*

If you are a member of the United Way Pension Plan and become totally disabled (as defined under the LTD benefit) this benefit will make monthly contributions to the pension plan on behalf of you and the YWCA for as long as you are totally disabled, but not beyond age sixty-five (65). The normal retirement age for YWCA employees is sixty-five (65).

9.6 Workers' Compensation

All employees of the Vancouver YWCA are covered under Workers' Compensation.

9.7 Program Participation

(a) *Staff Use of Fitness Centre:*

(1) Staff working seventeen and one-half (17½) hours or more per week are allowed full use of the Fitness Centre Programs and facilities (including one (1) free towel per visit). This benefit is also extended to the employee's immediate family re: spouse and dependent children over fifteen (15) having the same address as the employee.

(2) A staff ID card is issued from the Customer Information Services desk when a letter of employment from the Human Resources Department or other confirmation of employment status/hours is presented.

(3) The employee's I.D. card along with a list of the family members names is to be returned to the Customer Services desk when their employment has ended. The family membership cards will be cancelled at the Customer Information Services area without the need for them to be returned.

(b) *Staff Discounts on Registered Programs*

(1) Staff working less than seventeen and one-half (17½) hours or less per week..... 10% discount

(2) Staff working seventeen and one-half (17½) hours or more per week.....20% discount

There is no discount on programs held outside of the YWCA. All staff must be YWCA members to be eligible for discount.

9.8 Common Law Spouses and YWCA Benefits

Spouse (including same sex) may be common-law or legal.

ARTICLE 10 - DISCHARGE AND RESIGNATION

10.1 Personnel Files

The Employer agrees that an employee shall have full access to her/his personnel file upon one (1) day's advance request.

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

All disciplinary materials on file shall be removed after two (2) years from the date of incident, providing there has been no further incident, in which case the material will be removed two (2) years from the date of the subsequent incident, providing there has been no further incident.

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

10.2 Progressive Discipline

The principles of progressive discipline shall apply.

10.3 Dismissal for Cause

An employee may be dismissed or suspended for cause. The Employer will provide a dismissed employee with reasons, in writing, for her/his dismissal or suspension.

10.4 Resignation

Wherever possible, the employee shall give thirty (30) calendar days' notice in writing, prior to leaving.

10.5 Performance Reviews

Where a review of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the performance review. Provision shall be made on the performance review form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the performance review, and the other indicating that the employee has read and disagrees with the performance review. The employee shall sign in only one (1) of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicates disagreement. An employee shall, upon request, receive a copy of this performance review at the time of signing. The employee may respond, in writing, to the performance review. Such response will be attached to the performance review.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

11.1 Grievance Procedure

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

11.2 Step One

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

- (a) firstly, her immediate Supervisor;
- (b) secondly, the Department Head, or the Employer's delegated representative.

11.3 Step Two

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

11.4 Step Three

Should the Union Grievance Representative be unable to effect a mutually satisfactory settlement of the dispute within ten (10) working days of receipt of such grievance, it shall be submitted to a Board of Arbitration for final and conclusive determination.

11.5 Arbitration

A Board of Arbitration shall consist of one (1) person to be chosen jointly by both Parties. Upon petition by one (1) of the Parties, the other Party agrees to meet within seven (7) working days of the receipt of such notice.

If they are unable to agree upon or otherwise fail to appoint an arbitrator, either Party may apply to the Minister of Labour to appoint such a person. In all other respects, the provisions of the Labour Relations Code of B.C. shall apply. The decision of the Board shall be final and binding on both Parties.

If the matter of grievance is referred to a Board of Arbitration the Union Grievance Representative will require seven (7) working days to advance said grievance.

The decision of the Board of Arbitration shall be reached and made known within fourteen (14) days after the appointment of the arbitrator.

Each Party shall bear one-half ($\frac{1}{2}$) of the expenses of the arbitrator and any secretarial services required.

Saturdays, Sundays and statutory holidays shall not be counted in determining the time in which any such action must be taken under any of the aforementioned steps. The time limits fixed in the grievance and arbitration procedures may be altered by mutual consent of the Parties but the same must be in writing.

11.6 Disagreement of Decision

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

11.7 Violation of Time Limits

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

11.8 Retroactive Settlements

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

ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES

12.1 Salary Scale

- (a) All employees shall receive the appropriate rate of pay for their classification as set out in Appendix A - Salary Scale.
- (b) All employees shall be eligible for consideration for bonuses in accordance with the JESA Plan.

12.2 Acting Senior Rate of Pay

When an employee is temporarily required to accept the responsibility, and carry out the duties of the senior supervisor, she/he shall be paid at the senior rate after one (1) full shift when the responsibilities are pre-designated, or after three (3) full shifts when the senior supervisor's leave is unscheduled and the responsibilities are not pre-designated. The acting senior rate paid shall be the next step higher than the employee's current rate of pay.

12.3 Choice of Time Off or Pay for Overtime

Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof. Overtime must be paid out or time taken off within four (4) months of said overtime being worked.

12.4 Pay for Overtime Worked

Overtime shall be compensated at the following rates:

- (a) up to eight (8) hours in a regularly scheduled workday be paid at the regular rate of pay;
- (b) time and one-half (1½) for the next three (3) hours of overtime on a regularly scheduled workday;
- (c) double time for hours worked in excess of (b).

12.5 Compensating Time Off for Overtime Worked

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

12.6 Overtime Worked on a Designated Holiday

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

12.7 Vacation Paycheques

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

12.8 Mileage Payments and Auto Insurance

Employees using their own car for Employer's business shall be reimbursed at the prevailing rate for the YWCA. Each employee using his or her own car for Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

12.9 Permanent Part-time Employment

Regular employment on a permanent part-time basis shall be subject to the same standards and conditions of employment which apply to a full-time permanent staff. Benefits and vacations shall be calculated on a proportionate basis, except if the terms of the benefit plan preclude this.

12.10 Auxiliary Employees (Long-Term)

- (a) (1) Auxiliary employees who are initially appointed for a term of more than twenty-two (22) regularly scheduled continuous days, shall receive all the benefits of this contract, excepting payment of medical, dental and extended health/life insurance and pension plan costs cited in Article 9.1, 9.2, 9.3, 9.4 and 9.5 from date of hire. Such employees shall be required to become members of the Union and commence paying the initiation fee where applicable and the monthly Union dues.
- (2) Auxiliary employees whose initial appointment is twenty-two (22) regularly scheduled continuous days or less, but is extended beyond twenty-two (22) regularly scheduled continuous days, shall receive the same benefits as employees under (a)(i), effective the twenty-third (23rd) day, provided the Director has authorized the extension in advance. Where the appointments are all in one (1) centre, the Senior Educator shall seek the Director's authorization. Where the appointments are in more than one (1) centre, the auxiliary employee shall seek the Director's authorization.

- (b) (1) Long term auxiliary employees who are initially appointed for a term of three (3) months or more shall also be entitled to benefits cited in Article 9.1 from the first of the month on or following the date of appointment.
- (2) In addition, a long term auxiliary employee whose initial appointment is less than three (3) months but is extended beyond three (3) months, shall also be eligible for benefits cited in Article 9.1 from the first of the month on or following the completion of the three (3) continuous months' service for the duration of her/his appointment.
- (c) Long-term auxiliary employees who are appointed for a term of one (1) year or more shall also be entitled to benefits cited in Article 9.2, 9.3, and 9.4 upon completion of applicable waiting periods.

12.11 Payment of Wages

All employees shall be paid on alternate Fridays prior to the end of the earliest shift.

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

12.12 Criminal Records Check

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

ARTICLE 13 - TERM OF AGREEMENT

Whereas Young Women Christian Association of Vancouver is an Employer within the meaning of the Labour Relations Code of B.C.

And whereas the Union is the Bargaining Agent for all the members of Citygate, Crabtree Corner, Emma's, Granny Y's, and Leslie Diamond Child Care for which it is certified.

This Agreement shall be for the period from and including April 1, 2002 to and including March 31, 2004. Notice to re-open this Agreement shall be in accordance with Section 46 of the Labour Relations Code of B.C.

Should neither Party give notice in the manner prescribed above, this Agreement shall continue in full force and effect, and neither Party shall make any change in the terms of the Agreement, or increase or decrease the rate of pay of any employee, until the Parties conclude a revision of this Agreement or enter into a new Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman,
President

Sue Peterson, Labour Relations Consultant,
Boland Enterprises

Margie Cohen,
Bargaining Committee

Marion Taylor,
Acting Executive Director

Sarah Waite,
Bargaining Committee

Christina Medland, Acting Director,
Children & Family Services

Cheryl Ocenar,
Bargaining Committee

Michelle Sing, Manager,
Human Resources & Volunteer Services

Chris Mullen,
Staff Representative

Signed this _____ day of _____, 2002.

**APPENDIX A
SALARY SCALE**

Effective April 1, 2002

Salary increments shall be in accordance with the YWCA Job Evaluation and Salary Administration Plan (JESA). All rates are Hourly.

Classification	Entry Rate	Progress Max.
Senior Educator	\$19.27	\$24.09
Infant Toddler Educator Special Needs Educator Early Childhood Educator Early Childhood Assistant	\$15.93	\$19.91
Substitute	\$12.27	N/A
<p>Notes:</p> <ol style="list-style-type: none"> 1. Rates apply to length of time within the position, not total service with the YWCA. 2. New employees will start at Entry Rate in the salary range for their position. 3. No employee will have their wages reduced through a promotion. If the starting rate for the next higher position is lower than the employee's current rate, they will move to the first step in the wage range for the new position which offers them an increase. 4. Step increases as per the YWCA JESA program will take place on April 1st of each year, unless the employee is still within their probationary period. In such cases, the employee shall receive their increase upon successful completion of the probationary period. 		
<p><i>*Note: The Union and the Employer share a commitment to promoting professionalism in the field of Early Childhood Education. Therefore, an Employer agrees to make every reasonable effort to fill all vacant or new positions with applicants who have completed a minimum of training as outlined in the definition for the Early Childhood Educator classification.</i></p>		

**LETTER OF AGREEMENT
RE: EMMA'S INFANT/TODDLER CARE**

It is hereby agreed that since Emma's Infant/Toddler Care is a ten (10) month program, employees will be hired on a ten (10) month basis, i.e., September to June, and will be so informed at the time of hiring. As well there will be other times of the year when school schedules don't require full staff at Emma's (i.e., Christmas, Easter, school professional days, etc.).

The following options apply to regular employees during these periods when Emma's does not require full staff:

1. They may choose to take vacation time as per Article 6.4 of the Collective Agreement.
2. Every effort will be made to relocate employees not taking vacation under (1) above with the YWCA's other child care programs, if no other employees in these programs are available for the additional hours.
3. Employees who are not taking vacation under (1) above and have not been relocated under (2) above will be laid off for all or a portion of the time.

In all cases, benefit premium costs will continue to be shared by the Employer and the employee during vacation time, and will be assumed completely by the employee during unpaid time off.

It is further agreed that if Emma's Infant/Toddler Care receives grant funding to offer a summer program, employees will be scheduled on the basis of seniority and expressed interest. Employment during July and August will be subject to the terms of the grant which may affect the work week, but will not affect the hourly wage. Benefit premium costs will continue to be shared by the Employer and employee.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman,
President

Sue Peterson, Labour Relations Consultant
Boland Enterprises

Margie Cohen,
Bargaining Committee

Marion Taylor,
Acting Executive Director

Sarah Waite,
Bargaining Committee

Christina Medland, Acting Director
Children & Family Services

Cheryl Ocenar,
Bargaining Committee

Michelle Sing, Manager,
Human Resources & Volunteer Services

Chris Mullen,
Staff Representative

Signed this _____ day of _____, 2002.