

**COLLECTIVE AGREEMENT**

**between the**

**ACORN DAY CARE SOCIETY**

**and the**

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

**Effective from January 1, 2004 to December 31, 2005**

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Whereas Acorn Day Care Society is an Employer within the meaning of the Labour Relations Code of B.C.

And whereas the BC Government Employees Union is the Bargaining Agent for all the members of this Unit.

This Agreement shall constitute the wages and working conditions for the employees of Acorn Day Care Society.

## **ARTICLE 1 - UNION RIGHTS AND RECOGNITION**

### **1.1 No Discrimination**

The Employer agrees that there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, Union membership or whether she/he had children. Sexual harassment shall be considered discrimination under this Article.

### **1.2 Recognition**

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

### **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.

### **1.5 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 Labour Relations Code of British Columbia. Any employee failing to report for duty for this reason shall be considered to be absent without pay.

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

### **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) As a condition of employment, regular employees who are hired after the date of signing of this Agreement shall become Union members from the date of hire.

### **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 Stewards Meeting the Employer**

When the Employer wishes to discuss unsatisfactory work performance 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 Stewards**

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

**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, 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.

**ARTICLE 2 - EMPLOYER'S RIGHTS**

The Union recognizes that it is the Employer's right and duty to exercise the functions of management, to organize the work of the Centre and to direct the employees including the right to hire, suspend, discharge, promote, lay-off, 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 Check-off Authorization and Deductions**

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

**3.3 Remittance of Union Dues**

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

**3.4 Dues Receipt for 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 Deductions**

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

**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 all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the business address of the Union.

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

**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 a 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 an 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.

**4.3 Notification of Employment for Regular Employees**

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, a copy of her/his job description, and a copy of this Collective Agreement. Copies of such letters shall be forwarded to the Union within five (5) working days.

**4.4 Notification of Employment for 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.

**4.5 Job Descriptions**

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

#### **4.6 Hiring**

Notice of all open regular positions shall be posted for five (5) working days at the place of employment. A copy of such notices shall be forwarded to the Union. Appointment may be made on a temporary basis until a permanent selection can be made.

#### **4.7 Priorities in Hiring**

First consideration will be given to applicants from the Unit in which the position is open and to employees on the recall list. Second consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.

#### **4.8 Probation**

A new employee hired into a regular position is considered to be on probation for three (3) calendar months from the date of hire. In case of discharge, a probationary employee shall be given two (2) weeks notice of discharge or two (2) weeks pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons for release. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees except payment of extended health, life insurance and dental plan benefits as cited in Articles 9.2 and 9.3.

#### **4.9 Promotions and Transfers**

- (a) In making promotions and transfers, the skill, knowledge and efficiency of the employee concerned shall be the primary consideration, and where such qualifications are similar, length of service within the Unit shall be the determining factor.
- (b) *Trial Period* - Upon promotion and/or 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 will be returned to her/his former position or to one of at least equal salary range.

#### **4.10 Seniority Definition and Seniority List**

Seniority is defined as the length of service from the date of hire in the bargaining unit for all employees and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall, access to preferred shifts, vacations, and other such working conditions, as set out in other provisions of this Agreement. Separate seniority lists shall be maintained for regular and auxiliary employees by the Employer and be available to the Union on reasonable request.

#### **4.11 Loss of Seniority**

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

#### **4.12 Reduction of Hours**

- (a) Reduction in hours shall be based on seniority, as per Article 4.10, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of hours shall be given two (2) weeks notice of the reduction.



#### **4.13 Layoff and Recall List**

- (a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than three (3) years employment shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice. After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks notice shall be added for each subsequent completed year to a maximum of eight (8) weeks notice or pay in lieu of notice.
- (c) Any regular employee who has chosen layoff as per Article 4.12(b) shall have the right to decline a recall to work at reduced hours without loss of seniority.
- (d) *Layoff and Recall Process*
  - (1) No layoff will occur without prior consultation with the Union.
  - (2) Any employee affected by a layoff shall receive written notification prior to layoff.
  - (3) In the event an employee is laid off, the employee will remain on the recall list for a period of one (1) year from the discontinuation of 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 ten (10) working days notice to report to work.
  - (7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.
  - (8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

### **ARTICLE 5 - WORKING CONDITIONS**

#### **5.1 Work Week and Work Day**

- (a) The regular working hours shall not exceed forty (40) hours per week.
- (b) Subject to the exception cited in Article 5.1(c), the normal week shall consist of five (5) working days of eight (8) hours each, from Monday to Friday inclusive.
- (c) The forty (40) hours per week required of an employee may, with the approval of the employee and the Employer, be worked in a period of less than five (5) days.
- (d) Employees shall have the option of job sharing a regular full time position.

#### **5.2 Relief and Meal Periods**

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

**5.3 Staff Meetings**

The Employer agrees to allow weekly staff meetings during working hours. The weekly one (1) hour staff meeting shall be included in the forty (40) hours of work per week.

**5.4 Administrative Time**

Up to one (1) day per month shall be made available to the Senior Supervisor or her/his designate for administrative duties.

**5.5 Health, Safety and the Environment**

- (a) The Employer acknowledges its responsibility to make all reasonable and proper provisions to ensure the maintenance of high standards of the health, safety and well being of their employees in the workplace. The Employer agrees to promptly take care of difficulties that arise from third party interference.
- (b) The Employer agrees to provide and maintain proper first-aid, fire fighting and safety equipment on the premises.
- (c) An employee who considers that a practise being carried on within the day care premises is unsafe, or that equipment is faulty, shall have the right to refuse to work with such equipment or under such conditions. If the Employer does not agree, it shall be referred to the local Health Department.

**5.6 Licensing Standards**

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

**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 one and two-thirds ( $1\frac{2}{3}$ ) working days vacation or eight per cent (8%) of the gross monthly salary for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

**6.3 Vacation Entitlement**

All regular full time employees in their second calendar year shall be entitled to an annual vacation credit of twenty (20) working days with pay, available to him/her to take any time within the calendar year.

Employees in their third calendar year shall be entitled to an extra one (1) day vacation and each year thereafter shall add an extra day to a total of eighteen (18) extra days.

All vacations shall be taken in accordance with Article 6.4.

**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.

**6.5 Accumulation or Carryover of Vacation**

Up to one-half (1/2) of the vacation entitlement may be deferred until the next year with prior written approval of the Employer.

**6.6 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**

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

**6.8 Termination of Employment**

Vacation entitlement for any full time regular employee who terminates before December 31st of any calendar year shall be computed on the basis of one-twelfth (1/12) of the annual vacation entitlement afforded in Article 6.3 for each month or major portion thereof, worked during that calendar year.

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

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

**ARTICLE 7 - DESIGNATED HOLIDAYS**

**7.1 Paid Holidays**

The following have been designated as paid holidays:

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

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

**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.

**7.3 Designated Holiday Coinciding with the 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.

## 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 case of German Measles or any other disease or condition which could be harmful to pregnancy in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.
- (c) Sick leave may be used in the case of illness of a dependent child of an employee.

### 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. Part-time employees shall be entitled to sick leave credits on a pro rata basis. Sick leave shall accumulate to a total of ninety (90) working days.

### 8.3 Sick Leave Credit

All employees shall be able to draw on a block of nine (9) days sick leave when they commence employment. If all or part of this block of sick leave is used it will be paid back as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credit, this amount will be deducted from his/her final paycheque.

### 8.4 Medical Confirmation of Sick Leave

After sick leave of more than three (3) days, the Employer may require medical confirmation.

### 8.5 Maternity/Parental Leave

- (a) The period of maternity/parental leave shall be in accordance with the provisions of the Employment Standards Act. Upon return to work, the employee shall be reinstated in her/his former position.
- (b) Upon request, the employee shall be granted leave of absence without pay for a period of up to two (2) years. If she/he returns to work within this two (2) 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 and/or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the Maternity/Parental provisions of the Employment Standards Act.
- (d) The employee shall accumulate sick leave and vacation entitlements and maintain seniority for the period covered by the Maternity/Parental provisions of the Employment Standards Act.

### 8.6 Paternity Leave

There shall be a paternity leave consisting of one (1) week with pay. Upon request, the employee shall be granted a leave of absence without pay for a period of up to six (6) weeks.

### 8.7 Adoption leave

An employee who is adopting a child, and who is not eligible for leave under Article 8.5 shall be granted a leave with pay for one (1) week with the option of a further leave of absence without pay for a period of up to six (6) months.

### **8.8 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 from the date of death, to and including the date of funeral, with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed seven (7) working days. An employee may use five (5) days from her/his sick leave entitlement to extend this leave. Immediate family includes: Employee's child, parent, spouse, common-law spouse, sibling, parent-in-law, grandparents, and any other relative permanently residing with the employee.

### **8.9 Education Leave**

(a) Employees shall be granted four (4) days educational leave with pay per annum to observe other day care centres, or preschool programs, or to attend seminars, workshops, training sessions or conferences which will be of benefit to her/his professional development. No more than one (1) employee from each Centre shall be absent on such leave at the same time.

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

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

(d) If an employee attends a seminar, workshop, training session, or conference on a week night or a weekend, she/he shall be granted compensating time off at straight time on a week day at a time mutually agreed upon by the employee and the Employer. Such compensating time off shall be deducted from educational leave time outlined in 8.9(a) and all other conditions in 8.9(a) shall also apply.

### **8.10 Leave of Absence for Union Activities**

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

(a) For employees who are elected or appointed representatives of the Union, to attend to Union business which requires them to leave their place of employment.

(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.

### **8.11 Special Leave of Absence Without Pay**

Special leave without pay shall be granted by the Employer to an employee for a valid reason, including selection as a delegate or representative of the Union. Such absence on approved special leave without pay shall not jeopardize any of the employee's benefits acquired with normal service. Such leave shall not be unreasonably denied.

### **8.12 Special Leave With Pay**

(a) Special leave with pay of up to five (5) days per year shall be granted to the employee in the event of illness in the immediate family or for another extenuating circumstance.

(b) An employee shall be granted one (1) day special leave with pay to attend a formal hearing to become a Canadian citizen.

(c) Special leave with pay shall be granted to an employee for job related court appearances. Such court appearances shall be authorized by the Board Chairperson.

(d) Special leave with pay for up to five (5) days shall be granted to an employee serving as a juror. Further leave with pay may be granted at the Employer's discretion. The employee shall remit to the Employer all monies paid to her/him by the court excluding meal and travelling allowances not reimbursed by the Employer.

### **8.13 Christmas Week Leave**

(a) The day care shall be closed on December 24th if the Head Supervisor determines that care is not required on that day.

(b) The day care shall be closed December 25 to 31. Employees shall be given the time off with pay. Such time shall not be deducted from vacation entitlement in Article 6.3.

### **8.14 Elections**

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

## **ARTICLE 9 - HEALTH AND WELFARE**

### **9.1 Basic Medical Insurance**

All regular employees whether full or part time may choose to be covered by B.C. Medical Plan or its' equivalent. The Employer agrees to pay one hundred percent (100%) at the dependent rate, if required.

### **9.2 Extended Health and Life Insurance**

The Employer agrees to pay one hundred percent (100%) of the monthly premium, at the dependent rate, if required, for all regular employees, full and part time, and remit same premiums to the Union.

### **9.3 Dental Services Plan**

The Employer agrees to pay one hundred percent (100%) of the monthly premiums at a dependent rate, if required, for all regular employees entitled to coverage under the Dental Plan, and remit same premiums to the Union. Life time maximum on orthodontia is \$2,500.00 per person.

### **9.4 Remittance of Premiums**

The Employer agrees to remit premiums for the Extended Health, Life Insurance and Dental Services Plan in accordance with directives from the Union's Plan Administrator.

### **9.5 Workers' Compensation**

The Employer agrees to apply for and maintain coverage under the Workers' Compensation Board. When the Employer or the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which she/he is not compensated by Workers' Compensation.

## **ARTICLE 10 - DISCHARGE AND RESIGNATION**

### **10.1 Personnel Files**

An employee shall have full access to any files which contain information regarding the employee.

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

All disciplinary materials on file shall be removed after one (1) year from date of incident.

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

**10.2 Dismissal for Cause**

- (a) An employee may be dismissed or suspended for cause. All dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer.
- (b) In cases in which the continued presence of the employee is incompatible with the operations of the day care, the Employer shall not be required to give warning or notice of dismissal as outlined in Articles 10.3 and 10.4.

**10.3 Warning**

Before any dismissal notice is given, the Employer shall give the employee a written warning notice outlining the reasons for dissatisfaction with the employee, and the employee shall be on a trial period of two (2) weeks unless, due to the actions of the employee the continued presence of the employee is incompatible with the operations of the day care. Copies of such warnings shall be sent to the shop steward.

**10.4 Notice of Dismissal**

In case of dismissal, the employee shall be given one (1) months notice or one (1) months pay in lieu of notice, except for probationary and auxiliary employees who will be given two (2) weeks notice or pay in lieu of notice.

**10.5 Reinstatement for Unjust Cause**

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in her/his former position, or one of equal salary range, without loss of seniority, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

**10.6 Resignation**

The employee agrees to give thirty (30) calendar days notice in writing prior to leaving. This may be waived by mutual agreement.

**10.7 Benefits**

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

**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 1**

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

- (a) Firstly, the supervisor, or his or her responsible official or the other staff if the centre works on a co-supervisory system.
- (b) Secondly, the Executive Committee of the centre, or the Employer's delegated representative.

**11.3 Step 2**

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 3**

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 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 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.

Each Party shall bear one-half (½) 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 Technical Objections to Grievances**

It is the intent of both Parties of the Agreement that no grievance shall be defeated merely because of a technical error, other than time limit violations, in processing the grievance through the grievance procedure.

**11.8 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.



### **11.9 Retroactive Settlements**

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

## **ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES**

### **12.1 Acting Senior Rate of Pay**

When an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he shall be paid at the senior rate.

### **12.2 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.

### **12.3 Pay for Overtime Worked**

An employee who is required to work overtime shall be compensated at one and one-half (1½) times the hourly rate paid to the employee computed on the basis of her/his normal working hours with the exception of the part-time staff who shall be paid at straight time up to the regular full time shift. All overtime worked by an employee in excess of four (4) hours in any normal work week shall be paid at double the hourly rate paid to the employee.

### **12.4 Compensating Time Off for Overtime Worked**

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

### **12.5 Overtime Worked on a Designated Holiday**

An 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.

### **12.6 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.

### **12.7 Mileage Payments and Auto Insurance**

Employees using their own car for the Employer's business shall receive fifty-two point five cents (52.5¢) per mile or thirty-two point eight cents (32.8¢) per kilometre. Each employee using her/his own car for the Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

### **12.8 Part-time Employment**

Regular employment on a part-time basis shall be subject to the same standards and conditions of employment which apply to a full-time permanent staff. Benefits and vacations shall be calculated on a proportionate basis.

**12.9 Long Term Auxiliary Employees**

- (a) Auxiliary employees working for more than twenty-two (22) continuous days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Articles 9.1, 9.2 and 9.3. The auxiliary special needs supervisor shall also be entitled to medical, dental and extended health/life insurance benefits cited in Article 9.1, 9.2 and 9.3.
- (b) When a long-term auxiliary employee is hired for a work assignment that is known to be, or reasonably expected to be, for a period of twelve (12) continuous months or more, he/she shall be entitled to Health and Welfare benefits pursuant to Article 9.

**12.10 Medical Certificates**

The cost of any medical certificate required by the Employer shall be paid for by the Employer.

**12.11 Payment of Wages**

Employees shall be paid on the last working day prior to the fifteenth (15th) of the month and the last working day prior to the end of each month. Employees shall receive a statement of earnings for each pay period.

**12.12 Criminal Records Check**

The Employer shall pay the cost of a criminal record check, as required by the Community Care Facilities Branch, for any regular or auxiliary employee. The Employer shall not discriminate against an employee or intended employee because of a criminal record check finding that is unrelated to the employment or intended employment of a person as stated under Section 8 of the Human Rights Act of B.C. The Employer further agrees to ensure the secure storage of criminal records checks and that access to said checks be restricted to the Senior Early Childhood Educator and one (1) member of the Board of Directors as designated by the Employer.

**12.13 Registered Retirement Savings Plan**

The Employer shall match employee RRSP contributions to a maximum of four percent (4%) of gross earnings.

**ARTICLE 13 - TERM OF AGREEMENT****13.1 Duration**

This Agreement shall be binding and remain in effect until midnight December 31, 2005.

**13.2 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 September 1, 2005, but in any event not later than midnight, September 30, 2005.
- (b) Where no notice is given by either Party prior to October 1, 2005, both Parties shall be deemed to have been given notice under this Article on October 1, 2005 and thereupon Article 13.3 applies.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

**13.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 13.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**13.4 Change in Agreement**

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

**13.5 Effective Date of Agreement**

The provisions of the Agreement shall come into full force and effect on the date of ratification.

**13.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Lisa Scott, Chairperson

\_\_\_\_\_  
Gayle Kelly, Bargaining Committee

\_\_\_\_\_  
Len Laba, Treasurer

\_\_\_\_\_  
Chris Mullen, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## APPENDIX A – SALARY SCALE

Classification	Step	Effective January 1, 2004		Effective January 1, 2005	
		Hourly	Monthly	Hourly	Monthly
Senior Early Childhood Educator	Start	\$21.04	\$3,647	\$22.30	\$3,865
	1	\$21.46	\$3,720	\$22.75	\$3,943
	2	\$21.81	\$3,780	\$23.11	\$4,006
	3	\$22.16	\$3,841	\$23.49	\$4,072
	4	\$22.50	\$3,900	\$23.85	\$4,134
Early Childhood Educator	Start	\$17.77	\$3,080	\$18.84	\$3,266
	1	\$18.13	\$3,143	\$19.22	\$3,331
	2	\$18.47	\$3,201	\$19.58	\$3,394
	3	\$18.79	\$3,257	\$19.92	\$3,453
	4	\$19.15	\$3,319	\$20.30	\$3,519
Early Childhood Assistant	Start	\$15.39	\$2,668	\$16.31	\$2,870
Auxiliary Employee	Unqualified	\$11.72		\$12.42	
	In-Training	\$12.25		\$12.99	
	Qualified	\$12.88		\$13.65	

\*Auxiliary rates do include 4% vacation pay.

- Step Scale represents years of service at Acorn Day Care Society.

NB - Employees observing April 1st as the anniversary date of their graduation to the next step in accordance with the April 1, 1990 to March 31, 1991 Collective Agreement shall continue to do so. All other employees will graduate to the next step level on their anniversary dates of hire.

### Employee Classification Definitions

**Senior Early Childhood Educator:** the qualified and experienced employee, that has completed his/her basic ECE training and the 500 hour requirements, who is responsible for overseeing the program and operation of the day care centre.

**Early Childhood Educator:** the qualified and experienced employee(s), that has completed his/her basic ECE training and the 500 hour requirements, who assists the Senior Early Educator in overseeing the program and operation of the day care centre.

**Early Childhood Assistant:** the employee(s) that has completed his/her basic ECE training and is working toward completion of the 500 hour requirement. Upon completion of these hours an Early Childhood Assistant will be immediately reclassified as an Early Childhood Educator.

**Auxiliary Employee (Short Term):** is a staff member as defined in Article 4.02 who has not worked more than twenty-two (22) continuous days as per Article 12.09.

- (Unqualified): he/she has not completed basic ECE training.
- (In Training): has completed his/her basic ECE training but not yet the 500 hour requirement.
- (Qualified): has completed his/her basic ECE training and the 500 hour requirement.