

**COLLECTIVE AGREEMENT**

**between the**

**GRANDVIEW TERRACE CHILDCARE CENTRE**

**represented by**

**BRITANNIA COMMUNITY SERVICES CENTRE**

**and the**

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

**Effective from January 1, 2003 to December 31, 2004**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" - means the unit for collective bargaining described in the certification issued by the Labour Relations Board on the 20th of June, 1979 and varied under Section 36 of the Labour Relations Code on the 8th of April, 1987.
- (2) "*employee*" - means a person employed by the Employer who is a member of the bargaining unit.
  - (a) "*full-time employee*" - means a regular employee who normally works the workweek as outlined in Article 14.1.
  - (b) "*part-time employee*" - means a regular employee who normally works the workweek described in Article 14.2.
  - (c) "*casual employee*" - means an employee who is employed for relief purposes, or for work which is not scheduled on a regular basis, such as:
    - (i) paid leave relief;
    - (ii) unpaid leave relief; and
    - (iii) a temporary increase of workload situations.
- (3) "*Board of Directors*" - means the governing body as defined by the Centre's Constitution.
- (4) "*Centre*" - means Grandview Terrace Childcare Centre and its associated programs.

The Employer shall maintain a seniority list of casual employees, which shall be posted every three (3) months or as required. Casual employees shall accumulate seniority on the basis of all hours worked at straight time. Casual employees shall be called for work, provided they are qualified, in order of seniority.

(d) "*temporary employee*" - means an employee hired to perform the work normally done by a full-time or part-time employee when the full-time or part-time employee is on a leave of absence that is known to be, or reasonably expected to be, for a period greater than three (3) months.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain a harmonious relationship between the Employer and the employees, to provide excellent and efficient services to the children and parents using Grandview Terrace Childcare Centre; to clearly define all conditions of employment; to provide an amicable method of settling differences and misunderstandings that may arise; and to further to the fullest extent possible the welfare of the employees, economy of operations, quality of work performed and the objectives of Grandview Terrace Childcare Centre.

### 1.2 Human Rights Act

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

### 1.3 Non-Related Duties

Employees shall not be required or asked to perform duties which are not related to the Employer's business.

#### 1.4 Use of Terms

- (a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one (1) gender is used, it shall be construed as meaning the other if the facts or context so require.
- (b) *Singular or Plural* - Whenever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

### ARTICLE 2 - UNION RECOGNITION AND RIGHTS

#### 2.1 Bargaining Agent Recognition

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

#### 2.2 No Other Agreement

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

#### 2.3 No Discrimination for Union Activity

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

#### 2.4 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 President of the Union or her designate. Copies will also be sent to the shop steward.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or her designate.

### ARTICLE 3 - EMPLOYER RIGHTS

#### 3.1 General Rights

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

### ARTICLE 4 - UNION DUES AND INFORMATION

#### 4.1 Dues and Assessments

- (a) The Employer shall, beginning on the first pay date, deduct from the wages of each employee in the bargaining unit, the amount of the regular dues payable to the Union by members of the Union.



Each employee shall provide the Employer, as a condition of continued employment, with written authorization to make such deductions.

(b) The Union shall advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

**4.2 Information and Dues Remitted to the Union**

(a) Union dues so deducted shall be remitted to the Treasurer of the Union no later than the 15th day of the month following the date of deduction. The Employer shall also provide the Union with a list of names, addresses and telephone numbers of those employees from whose wages such deductions were made, together with the amount deducted from such employees.

(b) The Employer agrees to notify the Union within five (5) working days when an employee has been hired, promoted, recalled or when an employee has resigned. The Employer agrees to notify the Union within twenty-four (24) hours when an employee is laid-off, suspended or terminated.

**4.3 New Employees**

The Employer agrees that during the first month of employment of new employees, a member of the local Union executive or a steward shall be given thirty (30) minutes during working hours to address such employees.

**4.4 Technical Information**

The Employer agrees to provide to the Union such information that is readily available, relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

**ARTICLE 5 - UNION RECOGNITION AND RIGHTS OF STEWARDS**

**5.1 Maintenance of Union Membership**

All employees in the bargaining unit who were members of the Union as of date of certification shall maintain membership in the Union and all new bargaining unit employees hired on or after the date of certification shall as a condition of employment become members of the Union within fifteen (15) days of employment and maintain such membership.

**5.2 Access for Union Representatives**

Union representatives shall be permitted entry to the Employer's operations, on approval from an Employer's representative, in order to carry out the required duties. The Union representatives will not interfere with the employees during working hours unless permission is granted by the Employer's representative who may accompany the Union representative.

**5.3 Stewards and Leave for Stewards' Duties**

(a) The Employer recognizes the Union's rights to appoint a shop steward. If the steward is a part-time employee, the Employer recognizes the right of the Union to appoint an alternate steward to carry out the functions of the steward in the steward's absence. The Union shall notify the Employer, in writing, of such appointments. Shop stewards shall attend to their Union duties so as not to unreasonably interfere with the performance of their duties as an employee. The shop steward shall obtain the permission of the shop steward's immediate supervisor prior to leaving the work station.

Such permission shall not unreasonably be withheld. Upon the resumption of normal duties, the shop steward shall notify the immediate supervisor.

(b) The shop stewards shall not have authority to alter, amend or otherwise change any part of this Agreement.

(c) The Employer recognizes the employees' right to be accompanied, upon request, by a shop steward or other Union representative to meetings with the Employer in which the work record of the employee may be discussed.

(d) Paid leave, with prior permission of the Employer, may be granted for:

(1) the investigation of grievances and assisting an employee whom the shop steward represents in presenting a grievance in accordance with Article 8 of this Agreement, providing that there shall be no undue disruption of work; and

(2) attending meetings called by the Employer.

#### **5.4 Union Pin**

All employees shall have the right to wear or display the standard Union pin or emblem in a visible position.

#### **5.5 Bulletin Board**

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

#### **5.6 Notification**

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

### **ARTICLE 6 - TIME OFF FOR UNION BUSINESS**

#### **6.1 Leave**

Leave of absence, without pay and without loss of seniority, shall be granted to an employee by the Employer, taking into consideration operational requirements, for:

(a) an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(b) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their work station.

#### **6.2 Permission**

Employees requesting leaves of absences as described in Article 6.1 shall obtain the authorization of the Employer at least fourteen (14) days prior to the commencement of the leave. The Employer will not unreasonably withhold the granting of such leaves of absence.

#### **6.3 Leave for Union Office**

The Employer agrees to grant leave of absence without pay and without loss of seniority for up to one (1) year to employees who have been elected to a full-time office or position within the Union. Further leave may be granted with the consent of the Employer.

## ARTICLE 7 - STRIKES AND LOCKOUTS

### 7.1 Picket Lines

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

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

shall be resolved in accordance with the following procedures:

### 8.2 Step 1

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

### 8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 8.4, must do so not later than thirty (30) days after the date:

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

### 8.4 Step 2

Subject to the time limits in Section 8.3, the employee may present a grievance at this level by:

- (a) recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting this grievance to the representative of the Employer designated to handle grievances at Step 2 through the Union steward.

The representative of the Employer designated to handle grievances at Step 2 shall provide the employee with a receipt stating the date on which the grievance was received.

**8.5 Time Limit to Reply to Step 2**

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

**8.6 Step 3**

The President of the Union, or her designate, may present a grievance at Step 3:

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

**8.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) days of receipt of the grievance at Step 3.

**8.8 Failure to Act**

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

**8.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or her designate, may inform the Employer of her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received;
- (b) thirty (30) days after the Employer's decision is due.

**8.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile.

**8.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance shall commence at Step 3 within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

**8.12 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

**8.13 Policy Grievance**

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence.

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

**8.14 Technical Objections to Grievances**

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

**ARTICLE 9 - ARBITRATION PROCEDURE****9.1 Notification**

Where a difference arises between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

**9.2 Appointment of the Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, an Arbitrator shall be selected from the agreed upon list outlined in Appendix B.

**9.3 Procedure**

The arbitrator may determine her own procedure in accordance with the Labour Relations Code and shall give full opportunity to all Parties to present evidence and make representations. She shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of her first meeting.

**9.4 Decision of Arbitrator**

The decision of the Arbitrator shall be final, binding and enforceable on the Parties. The Arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which she

deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or alter, modify or amend any of its provisions.

**9.5 Disagreement on Decision**

Should either Party disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

**9.6 Expenses of Arbitrator**

Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

**9.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

**9.8 Witness**

At any stage of the grievance or arbitration procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned Parties or the Arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

**9.9 Expedited Arbitration**

- (a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of twenty (20) workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a Party intends to raise preliminary objection; and
  - (8) demotions.

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

- (c) The Parties shall mutually agree upon a single Arbitrator who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one (1) of the categories listed in (b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 10 - PROBATION PERIOD, DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Procedure**

In the event that the Employer initiates disciplinary action against an employee which may result in her suspension or discharge, the procedure outlined herein shall be followed.

### **10.2 Dismissal and Suspension**

The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend an employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal; when an employee is dismissed, suspended or disciplined, she shall be given the reason in writing, in the presence of her steward providing that this does not result in an undue delay of the appropriate action being taken. The President of the Union or her designate, shall be provided with copies of letters of dismissal or suspension within five (5) days of their issuance.

### **10.3 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### **10.4 Right to Grieve Other Disciplinary Action**

Disciplinary action, grievable by the employee, shall include written censures, letters of reprimand and adverse reports or employee appraisals.

### **10.5 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it, in either of two (2) places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. An employee shall receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

### **10.6 Personnel File**

- (a) An employee or the President of the Union or her designate, with the written authority of the employee, shall have a right of access to her personnel record upon giving two (2) days' notice to the Employer. Copies of all entries in an employee's personnel file shall be submitted to the employee concerned at the time of recording. Should an employee dispute any entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.
- (c) All disciplinary materials on file shall be removed after eighteen (18) months from the date of incident, provided there have been no further incidents in that period, in which case, the materials shall be removed eighteen (18) months following the subsequent and/or final incident except for any material relating to the safety and well-being of children in care which shall remain on file.
- (d) The Employer agrees not to introduce as evidence in any hearing or competition any document, notation, or incident report, the existence of which the employee was not aware at the time of filing or which was not brought to the employee's attention in a manner which gave the employee an opportunity to challenge it under the terms of this Agreement.

#### **10.7 Right to Have Union Representative Present**

- (a) An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

#### **10.8 Abandonment of Position**

An employee who fails to report for duty for five (5) consecutive working days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity, within a reasonable time limit, to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

#### **10.9 Probation for Newly Hired Employees**

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.2 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in a position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The probationary period shall be three (3) months, or in the case of casual employees, sixty (60) working days.
- (b) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 8 of this Agreement commencing at Step 3.
- (c) The Employer shall provide the employee and the Union with a letter setting out the reasons for discharge of a probationary employee within five (5) working days of the date of discharge.
- (d) The probation period may be extended with the mutual agreement of the Employer and the Union.

#### **10.10 Employee Investigations**

The Parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where



an employee cannot be reassigned, then the employee shall be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline.

## **ARTICLE 11 - HIRING**

### **11.1 Job Posting**

- (a) When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall post the position for five (5) working days on the Union bulletin board. Copies of all such postings shall be provided to the Union and to the employees on the recall list.
- (b) Temporary assignments that are known to be or reasonably expected to be for a continuous period of three (3) months or more, shall be posted in accordance with Article 11.1(a).

### **11.2 Priority in Selections**

Priority of selection of candidates for posted vacancies shall be based on skills, knowledge, ability, experience and bargaining unit seniority, each factor being afforded equal weight. Where the sum of such factors is equal, the employee with the greater bargaining unit seniority shall be awarded the position.

### **11.3 Notification**

- (a) At the time of hiring, transfer, promotion or recall into a regular position, a regular employee shall receive a letter indicating her starting date, starting salary, job classification, any anticipated/potential periods of lay-off and the minimum weekly hours of work. In addition, she will receive a copy of her job description. Copies of such letters shall be forwarded to the President of the Union or her designate, within five (5) working days.
- (b) Casual employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks.

### **11.4 Resignation**

An employee voluntarily terminating her employment, shall provide the Employer with two (2) weeks' advance written notice.

## **ARTICLE 12 - SENIORITY**

### **12.1 Definition**

- (a) Upon completion of the probationary period, as set out in Article 10, employees shall have service seniority status in accordance with straight-time hours worked as an employee of Grandview Terrace Child Care Centre.
- (b) The Employer will post, and provide copies to the President of the Union or her designate, an updated seniority list for regular employees on April 1<sup>st</sup> and October 1<sup>st</sup> of each year.
- (c) Updated seniority lists for casual employees shall be posted January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>.

**12.2 Loss of Seniority**

- (a) An employee shall lose her seniority in the event that:
- (1) the employment is voluntarily terminated by the employee;
  - (2) the employee is discharged for just cause;
  - (3) the employee accepts severance pay in accordance with the terms of this Collective Agreement;
  - (4) the employee accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than four (4) months in duration; or
  - (5) the employee is terminated as the result of the proper application of this Collective Agreement.
- (b) Provided the following absences from work are authorized in accordance with the terms of this Agreement, an employee shall not lose seniority for any of the following reasons:
- (1) sick leave;
  - (2) Union leave;
  - (3) vacation;
  - (4) special leave;
  - (5) unjust discharge;
  - (6) maternity leave;
  - (7) paternity leave;
  - (8) leave of absence; or
  - (9) layoff.

**ARTICLE 13 - LAYOFF AND RECALL****13.1 General**

The Employer agrees that there shall be no reduction in the work force, or in the total number of hours worked, without a corresponding reduction in the work required.

**13.2 Layoff Notification**

In the event that a layoff is necessary, the Employer will, prior to conducting the layoff, notify the Union of the impending layoff. Following notification, the Employer will, upon request, meet with the Union to discuss the layoff.

**13.3 Role of Seniority in Layoff**

In the event of a layoff, employees shall be laid off with thirty (30) days' advance notice or one (1) months' pay in lieu of notice, by classification in the reverse order of seniority, providing those retained are qualified to perform the designated work functions.

**13.4 Exploration of Other Options**

The Parties agree all reasonable efforts shall be made to conduct layoffs with the least disruption and inconvenience to employees. The Employer will make all reasonable effort to relocate the laid-off employee in another suitable position.

### **13.5 Recall List**

All laid off employees shall be automatically placed on a recall list which shall be established by the Employer. Copies of current recall lists shall be supplied to laid off employees and the Union upon request.

### **13.6 Recall**

An employee on the recall list shall, for a period of twelve (12) months, be given preference for filling a posted position for which the employee has the necessary qualifications and ability to fill the position. Following this period of twelve (12) months, the employee will not maintain such preference.

### **13.7 Notice of Recall**

Notice of recall shall be made by telephone, or if unsuccessful, by mailing such notice by registered mail to the last address of the employee known by the Employer. A copy of such letter shall be sent to the Union office. It shall be the responsibility of the employee on the recall list to keep the Employer informed of the employee's current address.

### **13.8 Salary Upon Recall**

A recalled employee shall receive the current salary for the position for which the employee is being recalled. The employee shall be entitled to any increments to which the employee has become entitled during the period that the employee was upon the recall list.

### **13.9 Closure**

- (a) In the case of permanent closure of Grandview Terrace Childcare Centre, each employee shall receive two (2) weeks' pay at the employee's current rate for each completed year of service to a maximum of twelve (12) weeks' pay.
- (b) In the event of closure, the Employer agrees to provide the employees with as much notice as possible, but in any event not less than thirty (30) days' notice.
- (c) In the event of emergency closure, any day other than a Saturday, Sunday or designated holiday on which the Centre is officially closed, shall be designated a closure, and no employee shall suffer any loss of pay.

### **13.10 Severance Pay Option**

Employees who, as a result of this Article, are displaced from their employment may, instead of being placed on the recall list, elect severance pay in accordance with the following conditions:

- (a) The employee shall receive two (2) weeks' pay at the employee's current rate for each completed year of service to a maximum of eight (8) weeks' pay.
- (b) The employee electing severance pay must do so in writing prior to the day of layoff.
- (c) Once an employee has accepted severance pay, the employee will, at the commencement of the date of layoff, be discharged from employment with the Employer.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Full-Time Employees

- (a) The workweek for full-time employees shall be comprised of thirty-five (35) hours per week and the regular hours worked in any one (1) day shall not exceed seven (7) hours exclusive of the meal period.
- (b) The thirty-five (35) hour workweek may, with the mutual agreement of the employee and the Employer, be worked in a period of less than five (5) days.

### 14.2 Part-Time Employees

The hours of work for part-time employees shall normally be less than that of full-time employees on a regularly scheduled basis.

### 14.3 Temporary Employees

A temporary employee will work the shift schedule of the permanent employee that they are replacing and will be paid at the same rate.

### 14.4 Meal Period

All employees who work five (5) or more consecutive hours per day shall receive an unpaid lunch period of one-half (½) hour. The lunch period shall be scheduled as close as possible to the middle of the employee's shift.

### 14.5 Relief Period

- (a) Employees working a shift of six (6) or more hours in duration shall be entitled to two (2) paid fifteen (15) minute relief periods.
- (b) Employees working a shift of less than six (6) hours in duration shall be entitled to one (1) paid fifteen (15) minute relief period.
- (c) Employees shall be entitled to take relief periods away from the work station. Where an employee is unable to take her relief period due to operational requirements she shall be entitled to overtime compensation pursuant to Article 16.

### 14.6 Shift Schedules

- (a) Schedules of employee shifts shall be posted fourteen (14) days in advance. Once posted, shifts shall not be changed unless by mutual agreement.
- (b) Employees may exchange shifts with the mutual agreement of the Senior Supervisor.

### 14.7 Additional Hours for Qualified Part-time Employees

The Employer agrees that qualified part-time employees within the bargaining unit shall be given the opportunity to work any hours additional to their assigned shift, up to the amount for which overtime becomes payable, before any additional employees are hired, and in accordance with the following:

- (a) Prior to the first of every month, part-time employees shall submit a list of their availability to the Senior Supervisor for that month.
- (b) Qualified part-time employees shall be called for available shifts on the basis of their seniority and declared availability.

- (c) Where the Employer is required to fill a shift with less than twenty-four (24) hours notice, the first available employee shall be assigned to the shift.
- (d) In the event that it is not possible to schedule all additional hours in a shift with part-time employees, the first four (4) hours of the shift will be offered to qualified casual employees, in order of seniority prior to the scheduling of part-time employees.

## ARTICLE 15 - CLASSIFICATIONS

### 15.1 Classifications and Specifications

Classifications covered under this Agreement shall be as set out in Appendix 1, Salary Scale. The Employer agrees to supply the President of the Union or her designate with the classification specifications for those classifications.

### 15.2 New Classifications

When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiation between the Employer and the Union.

### 15.3 Job Description Committee

The Employer and the Union agree to establish a joint committee to prepare and maintain job descriptions. The Committee shall be comprised of two (2) Employer representatives and two (2) employee representatives. The employee representatives shall be the Senior Supervisor and Union shop steward. Time spent on the Job Description Committee shall be without loss of pay.

The President of the Union or her designate shall be provided with copies of job descriptions on reasonable request.

## ARTICLE 16 - OVERTIME

### 16.1 Definition

"*Overtime*" means work performed by any employee who performs work in excess of thirty-five (35) hours in one (1) week.

- (a) "*Straight-time rate*" means the hourly rate of remuneration.
- (b) "*Time and one-half*" means one and one-half times the straight-time rate.
- (c) "*Double time*" means twice the straight-time rate.
- (d) "*Double time and one-half*" means two and one-half times the straight-time rate.

### 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that because of the nature of the work, it may not be possible for an employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime

claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Union.

**16.3 Overtime Compensation**

Overtime shall be compensated at the following rates:

- (a) Time and one-half for the first three (3) hours of overtime on a regularly scheduled workday; and
- (b) Double time for all hours worked in excess of three (3) hours on a regularly scheduled workday.

**16.4 Overtime on Designated Holidays**

An employee who works on a designated holiday shall be paid at the rate of one and one-half (1 1/2) times her basic rate of pay for the first seven (7) hours of work and double time for all hours worked thereafter.

**16.5 Callback**

An employee called back to work after completing a normal day's work or from a normal day off or from vacation shall be paid at the rates outlined in Article 16.3 above and will be paid for a minimum of four (4) hours.

**16.6 Voluntary Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action, except when required to work such overtime in emergency situations.

**16.7 Time Off in Lieu of Overtime**

Employees who work overtime shall choose to either receive pay in accordance with Article 16.3 above or shall take time off in lieu of overtime pay. An employee who is to receive compensating time off shall be given compensating time off equivalent to the number of hours for which the employee would have been paid for the overtime worked. The time at which the compensating time off is to be taken shall be determined by the employee subject to the approval of the Employer. Such approval shall not be unreasonably withheld. The Employer reserves the right of approval for the time off for accumulated overtime with a view to ensuring that the Centre is adequately staffed.

**16.8 Board/Staff Meetings**

Employees required to attend Board or Board/Staff meetings shall be paid at the straight-time rate unless as otherwise provided in 16.1.

**16.9 Part Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular workday shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) Overtime rates shall apply to hours worked in excess of (a) above.

## ARTICLE 17 - VACATION ENTITLEMENT AND PAY

### 17.1 Definitions

"*Calendar Year*" - shall mean the twelve (12) month period running from the first day of January to the 31st day of December inclusive.

### 17.2 Vacation Entitlement - Regular Full-time Employees

- (a) From the employee's start date until the end of the first calendar year of employment the employee is entitled to one and one-half (1½) working days for each month worked, with the right to take vacation days as they are accumulated;
- (b) Full-time employees shall be entitled to the following vacation with pay:
- In the second, third and fourth calendar years..... four (4) weeks annually
  - In the fifth, sixth and seventh calendar years ..... five (5) weeks annually
  - In the eighth calendar year and thereafter ..... six (6) weeks annually
- (c) Once an employee is in the second calendar year of employment or greater, the employee shall receive the vacation allowance for that calendar year provided that the employee has completed six (6) months of service with the Employer and provided that the employee intends to complete the calendar year in the service of the Employer. For the purposes of Article 17, employees shall be deemed to be in the appropriate calendar year of service on January 1 if they have had service with the Employer immediately preceding that date.

### 17.3 Vacation Entitlement - Regular Part-time Employees

#### (a) *Vacation Allowance*

- (1) Regular Part-time employees shall be entitled to an annual vacation allowance, based on straight-time hours worked, in accordance with the following:
- In the first to fourth calendar years .....8%
  - In the fifth to seventh calendar years.....10%
  - In the eighth calendar year and thereafter .....12%
- (2) In each pay period an employee's pay stub shall indicate the vacation allowance earned in the pay period and the vacation allowance earned in the year to date.
- (3) Upon written request, an employee's vacation allowance shall be paid out in the following pay period. The balance of vacation allowance not requested prior to December 15, shall be paid out by December 31.

(b) Regular part-time employees shall be entitled to annual vacation leave, without pay, on the following basis:

- In the second to fourth calendar years..... four (4) weeks
- In the fifth to seventh calendar years..... five (5) weeks
- In the eighth calendar year and thereafter ..... six (6) weeks

### 17.4 Vacation Entitlement - Temporary and Casual Employees

Temporary and casual employees shall be entitled to receive annual vacation pay at the rate of four (4) percent of the employee's regular earnings with time off without pay determined in accordance with the Employment Standards Act. Notwithstanding the foregoing, for the purposes of this Article, a temporary

employee who has completed six (6) months of continuous service shall be entitled to vacation leave in accordance with Articles 17.2 and 17.3.

### **17.5 Paycheques**

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

### **17.6 Accumulation of Vacation**

Employees shall be entitled to accumulate a maximum of two (2) weeks of vacation and take the accumulated vacation in the following calendar year. Should the employee wish to take greater than the normal entitlement of vacation in one (1) calendar year, the employee must request, in writing, this of the Employer three (3) months before such vacation is planned. The Employer shall not unreasonably withhold this request, subject to operational requirements.

### **17.7 Split Vacations**

Employees shall be entitled to take holidays in broken periods and shall not be compelled by the Employer to take all vacation entitlement at one (1) continuous period. However, where an employee wishes to split the vacation entitlement, the employee's second choice of vacation time shall be made only after all other affected employees have made their initial vacation selection.

### **17.8 Vacation Scheduling**

- (a) Employees shall draw up a vacation schedule before April 1 of each calendar year. The schedule may be changed thereafter at the request of the employee(s) and the consent of any employee who is affected by the change. The Employer retains all final approval of the vacation schedule in order to ensure adequate staffing levels.
- (b) Where there is a conflict of vacation scheduling between two (2) employees, the scheduling of vacations shall be made on the basis of seniority between these employees.

### **17.9 Absence from Work**

Absence from work due to any illness, accident or leave authorized under this Agreement, if such absence is not greater than two (2) months in duration, shall be deemed to be time worked for the purposes of vacation entitlement.

### **17.10 Designated Holiday Coinciding with Vacation**

If a designated holiday, as set out in Article 18 of this Agreement, falls within an employee's annual vacation period, the employee shall be entitled, in addition to the regular vacation entitlement, to an additional number of hours of vacation with pay equal to the number of hours that the employee would have received had the employee not been on vacation.

### **17.11 Paid Leave During Vacation**

When an employee is entitled to paid leave in accordance with the provisions of this Agreement, during this vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five (5) working days of returning to work.



**17.12 Termination**

Upon termination of employment, the employee shall receive a vacation allowance equivalent to vacation entitlement to the point of termination less any actual vacation time taken.

**ARTICLE 18 - DESIGNATED HOLIDAYS****18.1 Designated Holidays**

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

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

(b) In addition to the above paid holidays, regular employees shall be entitled to one day's leave with pay on Christmas Eve day.

(c) In lieu of (a), above, part-time employees shall receive four point two percent (4.2%) of straight-time wages in each pay period.

**18.2 Other Holidays**

Any day proclaimed as a holiday by the federal, provincial, or municipal governments shall be deemed a designated holiday.

**18.3 Floating Holiday**

Each regular employee shall be entitled to one (1) day's leave with pay per annum, to be taken at a time of the employee's own discretion. Employees shall make every effort to provide two (2) weeks' advance written notice.

**18.4 Eligibility**

(a) *Full-time and Part-time Employees* - Full-time and part-time employees, following thirty (30) calendar days of continuous service, shall be eligible for the paid holidays described in 18.1, 18.2 and 18.3 above.

(b) Temporary and casual employees shall be entitled to be paid for designated holidays in accordance with statutory requirements. Temporary and casual employees who are required to work on a designated holiday shall receive pay in accordance with Article 16.4.

**18.5 Designated Holidays Coinciding with Scheduled Days Off**

When a designated holiday falls on the regular day off of an employee who qualifies for the holiday, the employee shall chose either to be granted an equivalent time off without loss of pay or to be paid for the equivalent time off at regular straight time. The time at which the equivalent time off shall be taken is to be determined by the employee subject to the approval of the Employer which shall not be unreasonably withheld.

### **18.6 Compensation for Work on Designated Holidays**

In addition to receiving overtime pay in accordance with Article 16.4, an employee who is required to work on a designated holiday shall be entitled to a paid day off in lieu of the designated holiday. Such time shall be scheduled with the mutual agreement of the Employer and the employee.

### **18.7 Professional Development**

(a) Regular employees shall be granted three (3) days' leave with pay per annum to observe other child care centres or to attend seminars, workshops, training sessions or conferences which will be of benefit to their professional development. Regular part-time employees shall be granted leave based on the average daily straight-time hours worked in the twenty-eight (28) day period immediately preceding the leave and prorated to full-time hours. Normally, no more than one (1) employee from each program shall be absent on such leave at any one time. A written or oral report may be requested.

(b) Upon written request by the employee, the Employer agrees to cover one hundred percent (100%) of the cost of all courses, seminars, workshops, training sessions, or conferences to a maximum of two hundred and fifty dollars (\$250) per year, which in the opinion of the Employer and the employee will contribute to her professional development in the field of child care. Upon such agreement, the Employer will advance the course fee to the employee, or the Employer may make the payment directly to the course sponsoring body. The employee agrees to give advance notice of her intent to enroll in any course for which she is applying for funding under this clause. Employees may be required to provide proof of attendance and successful completion of courses, etc. Employees unable to provide such proof may be required to return the course fee.

(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. Whenever possible, an exchange of staff taking a practicum will be made with another centre.

(d) If an employee attends a seminar, workshop, training session or conference on a weeknight or a weekend she shall be granted compensatory time off at straight time on a weekday at a time mutually agreed by the employee and the Employer. Such compensating time off shall be deducted from the educational leave time outlined in 18.7(a) and all other conditions in 18.7(a) shall also apply.

## **ARTICLE 19 - EMPLOYEE BENEFITS**

### **19.1 Medical Plan**

The Employer shall cover one hundred percent (100%) of the cost of the premiums for the Medical Services Plan of B.C. for each participating full-time and part-time employee, at the dependant rate, if necessary, and remit said premiums directly to MSP.

### **19.2 Dental Plan**

On behalf of each full-time and part-time employee, the Employer shall pay one-hundred percent (100%) of the full cost of premiums required to provide basic Dental Plan coverage for each employee and her dependants under a dental plan through an accredited carrier such as MSA. The Employer is authorized to deduct the balance of such premiums from the employee's paycheque and the Employer shall forward to the administrators of the Dental Plan the full amount of the monthly premiums.

### **19.3 Extended Health Benefits**

The Employer shall pay one hundred percent (100%) of the premium cost for a mutually agreed-upon Extended Health Benefits Plan, for each participating regular full-time and part-time employee.

## **ARTICLE 20 - SICK LEAVE**

### **20.1 Paid Sick Leave Entitlement**

- (a) Each full-time and part-time employee shall be entitled to one and three-quarters ( $1\frac{3}{4}$ ) working days per month sick leave with the right to accumulate sick leave up to a total of sixty (60) workdays. Part-time employees shall earn sick leave prorated to full-time hours. Unused accumulated sick leave may be carried over from year to year.
- (b) For the purposes of this Article, temporary employees who have completed six (6) months of continuous service shall be treated as if they were full-time or part-time employees as applicable.
- (c) An employee will not lose her employment because she has exhausted her sick leave entitlement.
- (d) After exhausting the leave provided for in Article 21.4(a)(5), an employee may use accumulated sick leave, to a maximum of one additional half ( $\frac{1}{2}$ ) day bimonthly, to attend medical/dental appointments.
- (e) Employees may use up to five (5) days of accumulated sick leave per year to care for a dependent child.

### **20.2 Entitlement at Commencement of this Agreement**

Each full-time and part-time employee's entitlement to sick leave benefits at the commencement of this Agreement shall be deemed to be the amount of sick leave to which each employee was entitled upon the expiry of the Collective Agreement immediately preceding this Agreement.

### **20.3 Procedure**

- (a) In order to qualify for paid sick leave entitlement, the eligible employee wishing to take such leave, shall report by telephone or otherwise to the Centre or the Senior Supervisor prior to the commencement of the employee's regularly scheduled work shift.
- (b) Where an employee is absent from work for more than three (3) days because of a compensation claim, illness, injury or any other absence for which the employee wishes to take paid sick leave entitlement, the Employer may require such employee to provide a medical certificate documenting the cause of the absence or stating that the employee is fit to return to active employment.

### **20.4 Parent Leave**

An eligible employee may use accumulated paid sick leave entitlement to provide care for a child or legal dependant under the care of the employee should the child or legal dependent become ill. A maximum of five (5) accumulated paid sick leave days may be used for each such occurrence unless the employee satisfies the Employer that during the child's or dependant's illness, the employee is solely responsible for the care of the child or the dependant, in which case the employee shall be entitled to use up to an additional five (5) days of paid sick leave entitlement per calendar year to care for the child or dependant.

### **20.5 Records**

The Employer shall compile and maintain accurate sick leave records and shall make such records available to each employee upon request.

## 20.6 Reduction of Other Benefits

Employees who qualify for and receive accumulated sick leave shall turn over to the Employer any monies paid or payable to them by the Workers' Compensation Board or other employee benefit scheme during the period for which the employee receives sick leave benefits under this Article, and upon doing so shall receive full pay up to the value of the accumulated sick leave. In such cases, there shall be a deduction from the accumulated sick leave entitlement of one-quarter (1/4) of the time the employee is absent from work or such other deduction as may be authorized in applicable Workers' Compensation Board Regulations.

## ARTICLE 21 - LEAVES OF ABSENCE

### 21.1 Requests for Leave

- (a) An employee may request a leave of absence, for up to one (1) year, without pay, and such request shall be submitted, in writing to the Employer for approval. Except for unforeseen circumstances, all requests for leave of absence shall be submitted in writing one (1) month in advance of the date the leave is to commence.
- (b) All requests for leave of absence shall be considered on the basis of the purpose of the leave and operational requirements of the Employer and must be approved in writing prior to the commencement date of such leave. Refusal for such leave must be written with reasons for the refusal stated.

Approval for such leaves shall not be unreasonably withheld.

### 21.2 Bereavement Leave

- (a) For the purposes of this section, "*immediate family*" shall mean spouse, parent, child, brother, sister, common-law spouse, grandparent, mother-in-law, father-in-law and grandchild.
- (b) In the event of a death in the immediate family of a full-time or part-time employee, the employee on request will be entitled to three (3) consecutive working days' leave of absence with pay to make arrangements for or to attend the funeral.
- (c) The Employer may grant an additional two (2) days of paid leave where travelling is such that the three (3) days provided above is inadequate.
- (d) The Employer may request evidence to substantiate a request for bereavement leave.
- (e) The Employer may, in its complete discretion, extend the bereavement leave benefits outlined above to temporary and casual employees or in the event of the death of a close friend or other relative of the employee.

### 21.3 Jury Duty

All time lost by an employee due to necessary attendance for jury duty or as a subpoenaed witness or attending as a witness for Grandview Terrace Childcare Centre shall be paid for at the rate of pay applicable to the employee, minus any allowance received as jury duty pay or witness payments. Once an employee is released from jury duty or witness duty, the employee shall return to the employee's regular job.

### 21.4 Special Leave

- (a) A full-time or part-time employee shall be entitled to special leave at the employee's regular rate of pay. Part-time employees shall be granted leave based on their average daily hours in the twenty-

eight (28) day period immediately preceding the leave and prorated to full-time hours. Leave shall be granted for the following:

- (1) Birth or adoption of employee's child..... five (5) working days
  - (2) Attendance at the employee's formal hearing or ceremony to attain Canadian citizenship ..... one (1) working day
  - (3) Marriage of employee ..... day of wedding
  - (4) Moving the household of employee..... one (1) working day
  - (5) Attend medical/dental appointment ..... one-half (1/2) day bimonthly
- (b) In the case of 2, 3 and 4 above, the employee shall be required to provide the Employer with two (2) weeks' advance notice. In the case of (5) above, entitlement shall not be cumulative.
- (c) The Employer may, in its complete discretion, extend the above benefits to casual employees.

### 21.5 Maternity/Parental Leave

- (a) *Eligibility* - A full-time or part-time employee shall qualify for maternity/adoption leave upon completion of the initial probation period. Casual employees do not qualify for maternity/adoption leave under this Agreement.
- (b) *Period of Leave* - The initial period of maternity/parental leave shall be determined in accordance with the maternity, adoption and parental leave provisions of the Employment Standards Act.
- (c) *Leave of Absence* - Upon request, the employee shall be granted leave of absence without pay for a period of up to six (6) months. Upon written application to the Employer, the Employer may extend the period of unpaid leave for a further six (6) months. Such extension shall not be unreasonably withheld.
- (d) *Return to Work* - Upon returning to work, the employee shall be reinstated to the employee's former position or in a position with equal rank and basic pay, with any increments that the employee may have been entitled to during the leave.
- (e) *Employee Benefits* - If an employee maintains health and welfare benefits, the Employer shall continue to pay its share of premium costs for the period of leave covered by the maternity/parental leave provisions of the Employment Standards Act.
- (f) *Sick Leave and Vacation* - An employee on maternity/parental leave shall continue to accumulate vacation entitlements and sick leave benefits for the period of leave covered by Article 21.5(b).
- (g) *Leave for Hazardous Conditions* - A pregnant employee shall receive an immediate leave of absence with full pay and accumulation of all benefits in the event that a known or suspected case of German Measles or any other disease or condition which is harmful to pregnancy occurs in the Centre and shall extend until all danger from such disease or condition no longer exists. If the pregnant employee contracts the disease or condition, then Article 20 applies.
- (h) *Seniority* - Upon return to work an employee shall be credited with seniority for that period of leave covered by Article 21.5(b).

### 21.6 Elections

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

## ARTICLE 22 - GENERAL

### 22.1 Use of Employee Car

When an employee uses the employee's own car for Centre business, the employee shall be paid thirty-two cents (32¢) per kilometre if the employee obtains prior approval from the Employer.

### 22.2 Working Conditions

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

### 22.3 Protective Clothing

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

### 22.4 First Aid Kit

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

### 22.5 Working and Health Conditions

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

### 22.6 Staff Room

The Employer agrees to provide a staff area.

### 22.7 Child Limit

The Employer shall notify the President of the Union or her designate, in writing, prior to any changes in the Centre's licence taking effect.

### 22.8 Statutory Regulation

The Employer and the employees undertake to adhere to all Municipal, Provincial and Federal statutory regulations pertaining to child care.

## ARTICLE 23 - HARASSMENT

### 23.1 Preamble

The Union and the Employer recognize the right of employees to work in an environment free from harassment. The procedure for dealing with complaints of harassment shall be the procedure contained in this Article.

### 23.2 Definition of Harassment

- (a) Harassment means verbal or physical behaviour which one would reasonably find to be unwanted or unwelcome by any individual or persons in general, to whom such behaviour is presented, giving consideration to all surrounding circumstances. Such behaviour could include but is not limited to:
- behaviour that is discriminatory in nature;
  - threats or intimidations;
  - words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - distribution or display of offensive pictures or materials;
  - touching, patting or other physical contact;
  - leering, staring or the making of sexual gestures;
  - demands for sexual favours;
  - unwanted sexual invitations.
- (b) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Both males and females can be harassed by members of either sex.
- (d) Harassment does not include actions occasioned through exercising in good faith, the Employer's managerial/supervisory rights and responsibilities.

### 23.3 Complaint Procedure

- (a) The employee shall file a complaint with the representative of the Employer designated to handle such complaints. The complaint must be submitted in writing within six (6) months of the latest alleged occurrence.
- (b) Upon receipt of the complaint, the Employer shall notify the appropriate staff representative in writing.
- (c) Investigation of the complaint by the Employer or designated representative must be concluded within seven (7) days of receiving the written complaint. The Employer may request an extension for the investigation period from the staff representative. The extension shall not, in any event, be longer than fourteen (14) days from the date of the written complaint.
- (d) The complainant and the respondent (if the respondent is an employee) shall have the option to have a steward present, as an observer, at any meeting(s) in which the complainant or the respondent is present.
- (e) The Employer designate, who has investigated the incident shall complete a written report within three (3) working days of completion of the investigation. A copy of the report will be provided to the Union staff representative.
- (f) The staff representative, the complainant, and the respondent shall be apprised of the recommendations and/or actions to be taken.
- (g) Where the complainant is not satisfied with the recommendations and/or actions to be taken she may grieve the matter commencing at Step 2 of the Grievance Procedure.
- (h) Where a complaint is determined to be frivolous or vindictive in nature, the Employer will take appropriate action, which may include discipline.

### **23.4 Confidentiality**

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) will be made aware of all or part of the proceedings on a "need to know" basis.

## **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

### **24.1 Rates of Pay**

Employees shall be paid in accordance with the rates set out in Appendix A of this Agreement.

### **24.2 Paydays**

Employees shall be paid biweekly on alternate Thursdays.

### **24.3 Registered Retirement Savings Plan**

All regular employees, upon successful completion of the probationary period, shall have the option of enrolling in the plan. Participation in the plan is voluntary. The plan details are as follows:

- (a) Employee contributions to the plan, through payroll deduction will be one of the following:
  - 1.0% of straight-time earnings
  - 2.0% of straight-time earnings
  - 3.0% of straight-time earnings
- (b) The Employer will match the contributions made by each employee.
- (c) Employees may increase or decrease their contribution levels, as per (b) above, by providing the Employer with at least thirty (30) days written notice, prior to January 31, of each year.

## **ARTICLE 25 - HEALTH AND SAFETY**

### **25.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### **25.2 Working Environment**

The Parties agree that a safe and clean working environment is essential to carry out work assignments in a satisfactory manner.

It will be the Employer's responsibility to ensure that all working areas and Employer-owned vehicles are maintained in a safe and clean condition.

### **25.3 Safety Committee**

The Parties agree that a Joint Occupational Health and Safety Committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee will meet at regular intervals to be determined by the



Committee to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

**25.4 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which does not meet the standards established pursuant to the Workers' Compensation Act as interpreted by:

- (a) a member of the Safety Committee; or
- (b) a person designated by the Safety Committee; or

No employee shall be disciplined for refusing to work with a person who, in the employee's estimation, poses an immediate hazard to the employee's physical safety. The employee shall report the unsafe condition to her immediate supervisor immediately.

**25.5 Injury Pay Provision**

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

**25.6 Transportation of Accident Victims**

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

**25.7 Employee Check In**

Check in procedure will be implemented to ensure the safety of all employees who work alone.

**25.8 First Aid Requirements**

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties as a normal requirement of the job, the cost of obtaining and renewing this certificate shall be borne by the Employer.

**25.9 Communicable Diseases**

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) Where the Employer is aware of a client with a communicable disease, the Employer shall inform the primary care givers about the inherent risk of the communicable disease.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

**ARTICLE 26 - TERM OF AGREEMENT**

**26.1 Duration**

The term of this Agreement shall be from January 1, 2003 to and including December 31, 2004.

**26.2 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, 2004, but in any event not later than midnight, September 30, 2004.
- (b) Where no notice is given by either Party prior to October 1, 2004, both Parties shall be deemed to have been given notice under this Article on October 1, 2004 and thereupon Article 26.3 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 to the Employer.

**26.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Article 26.2 the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**26.4 Changes in Agreement**

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

**26.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement until a strike or lockout occurs.

**26.6 Effective Date of Agreement**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Doug Hiller, President  
Britannia Community Services Centre Society

\_\_\_\_\_  
Connie Martin, Bargaining Committee

\_\_\_\_\_  
Tammy Goertzen, Chairperson  
Grandview Terrace Childcare Centre Society

\_\_\_\_\_  
Shihla Shivji, Bargaining Committee

\_\_\_\_\_  
Richard Gauntlett, Manager (Admin.)  
Britannia Community Services Centre Society

\_\_\_\_\_  
Chris Mullen, Coordinated Bargaining Representative

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

**APPENDIX A  
SALARY SCALE**

<b>Classification</b>	<b>Effective January 1, 2003 Hourly Rate</b>	<b>Effective January 1, 2004 Hourly Rate</b>
Senior Supervisor	19.38	19.77
Assistant Senior Supervisor	17.79	18.15
Early Childhood Educator/Preschool Daycare Teacher	16.20	16.52
Early Childhood Assistant	14.37	14.66
Out-of-School Care Educator (OSC)	14.37	14.66
Cook	11.84	12.08
Casual	13.50	13.77

**APPENDIX B  
ARBITRATORS**

The following Arbitrators shall hear Arbitration cases and act as investigators:

Robert Blasina  
Stephen Kelleher  
Judi Korbin  
Vince Ready  
Catherine Wedge

**MEMORANDUM OF AGREEMENT #1  
RE: PATTY CAMERON – FOUR (4) HOUR EARLY CHILDHOOD EDUCATOR**

The Parties agree that the scheduled daily hours for the four (4) hour Early Childhood Educator, while Patty Cameron is in that position, will be from 2:00 p.m. until 6:00 p.m., Monday through Friday, unless otherwise mutually agreed between Patty Cameron and the Employer.

This Memorandum may be renewed as deemed necessary.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Doug Hiller, President  
Britannia Community Services Centre Society

\_\_\_\_\_  
Connie Martin, Bargaining Committee

\_\_\_\_\_  
Tammy Goertzen, Chairperson  
Grandview Terrace Childcare Centre Society

\_\_\_\_\_  
Shihla Shivji, Bargaining Committee

\_\_\_\_\_  
Richard Gauntlett, Manager (Admin.)  
Britannia Community Services Centre Society

\_\_\_\_\_  
Chris Mullen, Coordinated Bargaining Representative

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

**MEMORANDUM OF AGREEMENT #2**  
**RE: JOB SHARING**

1. **Definition**

Job sharing shall be defined as a voluntary work arrangement whereby the duties and responsibilities of one (1) full-time position may be shared in a manner that would accommodate two (2) employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. Any job sharing arrangement will not result in added costs to the Employer.

2. **Application Process**

The employees wishing to enter into a job share arrangement will apply in writing to the Employer and forward a copy to the Union outlining the proposed commencement date of the job share, how the hours and days of work will be shared and how communication and continuity of work will be maintained.

The Employer shall communicate a decision on a job share request in writing to the applicants. Applications to Job Sharing shall not be unreasonably denied.

3. **Number of Employees**

The Union and the Employer agree that no more than one (1) position in each program shall be covered by a Job Sharing Agreement at any one time.

No more than two (2) employees may share one (1) full-time position.

The position being shared shall remain a regular full-time position within the bargaining unit.

4. **Employee Wages and Benefits**

The job sharing arrangement shall be treated as a full-time position with respect to wages, paid holidays, leaves, vacation and health and welfare benefits and shall be prorated.

5. **Layoff and Recall**

Where a senior employee exercises her rights, as provided for in Article 13 of the Collective Agreement, the following will apply:

(a) where the two (2) employees involved in the Job Sharing Agreement are junior to the person exercising her rights under Article 13, then the senior employee shall be placed in the position;

(b) where the employee exercising her rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising her rights under Article 13 shall replace the junior employee;

(c) where an employee covered by this Memorandum of Understanding has been displaced pursuant to Article 13 of the Collective Agreement, she shall have the full rights as provided for under Article 13.

**6. Seniority**

Seniority for each job sharing partner shall continue based on hours worked.

**7. Termination**

If one (1) job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Article 24 of the Collective Agreement unless the remaining job sharing partner requests a full-time position.

If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing arrangement is terminated, the remaining job sharing partner shall be required to assume the full-time responsibilities in order to retain her job status.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Doug Hiller, President  
Britannia Community Services Centre Society

\_\_\_\_\_  
Connie Martin, Bargaining Committee

\_\_\_\_\_  
Tammy Goertzen, Chairperson  
Grandview Terrace Childcare Centre Society

\_\_\_\_\_  
Shihla Shivji, Bargaining Committee

\_\_\_\_\_  
Richard Gauntlett, Manager (Admin.)  
Britannia Community Services Centre Society

\_\_\_\_\_  
Chris Mullen, Coordinated Bargaining Representative

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



**MEMORANDUM OF AGREEMENT #3  
RE: ADDITIONAL DAILY HOURS**

Whereas the Employer has entered into a contractual agreement with the Ministry for Children and Families which will provide funding for an additional four (4) hours of work per work day, the Parties agree to the following:

1. The four (4) hours per day shall be assigned to certain employees on the following basis:

<b>Employee</b>	<b>Current Daily Hours</b>	<b>Additional Daily Hours</b>	<b>Total Daily Hours</b>
Sneh Joon	Six (6)	One (1)	Seven (7)
Susan Jung	Six (6)	One (1)	Seven (7)

2. "*Additional Daily Hours*" shall be compensated at the assigned employee's current negotiated rate.
3. Employees shall earn vacation entitlements based on "*Total Daily Hours*".
4. Should the Ministry for Children and Families terminate the contractual agreement providing the funding for the "*Additional Daily Hours*", employees shall revert to the "*Current Daily Hours*" above.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Doug Hiller, President  
Britannia Community Services Centre Society

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Tammy Goertzen, Chairperson  
Grandview Terrace Childcare Centre Society

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Shihla Shivji, Bargaining Committee

\_\_\_\_\_  
Richard Gauntlett, Manager (Admin.)  
Britannia Community Services Centre Society

\_\_\_\_\_  
Chris Mullen, Coordinated Bargaining Representative

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