

**COLLECTIVE AGREEMENT**

**between the**

**U-HILL KINDERCLUB**

**and the**

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

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

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## ARTICLE 1 - UNION RIGHTS AND RECOGNITION

### 1.1 No Discrimination

#### (a) *Human Rights*

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

#### (b) *Personal Rights*

The Employer agrees that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee. The Employer specifically agrees that there shall be no arbitrary rules regarding dress. Employees will not be asked or required to do personal work for representatives of the Employer.

### 1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of U-Hill Kinderclub for whom the Union is certified under the Labour Code of British Columbia.

### 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 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, 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 Shop Stewards - Meeting the Employer or Third Party**

When a representative of the Employer or a third party wishes to discuss unsatisfactory work habits or other concerns with an employee, the employee shall have the right to be accompanied by a steward or another Union representative. For the purpose of this Article, a "third party" shall be defined as a person(s) who is not a representative of the Employer or the Union. Examples of a "third party" shall include but not be limited to, representatives of U-Hill Elementary School, school personnel, or Licensing Consultants.

### **1.9 Leave With Pay for Shop Stewards**

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

### **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**

### **2.1 Employer's Rights**

The Union recognizes that it is the Employer's right and duty to exercise the functions of management, to organize the work of the Centre and to direct the employees including the right to hire, suspend, discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the Agreement limit, or affect that right.

### **2.2 Parent Co-Op Nature of the Society**

It is expressly understood that the Society is a parent co-operative. Each parent is regularly engaged in supervision of the Centre (which may include duty time, clean-up, and parent jobs) and this supervision is an integral part of the co-operative. It is, therefore, agreed that all parents and all volunteers shall be excluded from all terms, conditions, and benefits listed in this Agreement, unless a parent is employed on a regular basis for more than twenty-two (22) regularly scheduled continuous days as per Article 12.9, Auxiliary Employees (Long Term).

## **ARTICLE 3 - EMPLOYER-UNION RELATIONS**

### **3.1 Employer-Union Relations**

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

### **3.2 Authorization and Deductions Checkoff**

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

### **3.3 Remittance of 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 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 paid in the previous calendar year and any other amounts deemed tax deductible by Revenue Canada.

### **3.5 Alteration of Dues and Special Deduction**

Upon receipt of a statement signed by the President and the Secretary-Treasurer of the Union stating that the Union has altered its dues check-off amount or has authorized a special deduction, 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 Regular Employee**

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

### **4.2 Definition of Auxiliary Employee**

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

- (a) positions created to carry out special projects of work which are not continuous;
- (b) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave or other leave.

#### **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.

#### **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 three (3) 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. Copies of job descriptions for all employee classifications shall be forwarded to the Union.

#### **4.6 Hiring**

Notice of all 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 day care or centre 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 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 shall be subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees except extended health, life insurance and dental benefits as cited in Article 9.

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

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 with the day care or centre shall be the determining factor.

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

Seniority is defined as the length of service from the date of hire in the day care or centre 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, permanent reduction of the workforce, vacations, and other such working conditions, as set out in other provisions of this Agreement. A separate seniority list shall be maintained for regular 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, on extended maternity leave, adoption leave, layoff up to six (6) months 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.
- (c) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Article 4.13.

#### 4.13 Layoff and Recall

- (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 five (5) years employment shall receive four (4) weeks notice or four (4) weeks pay in lieu of notice. After the completion of a period of employment of five (5) consecutive years, one (1) 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(c) 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 notice to the shop steward.
  - (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 six (6) months from the discontinuation of her/his position.
  - (4) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to her/his position.
  - (5) Notice of recall shall be made by telephone or, if unsuccessful, by registered 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 negotiated changes to which she/he had become entitled during the period of layoff.
  - (9) If the employee informs the Employer, by telephone or by mail, that he/she is unwilling to be recalled, his/her position on the recall and seniority lists is forfeited as of that date.

(10) If the employee informs the Employer that she/he is unable to report to work within the limits in (6) above, the Employer may pass on to the next person on the recall list, or hire as in Article 4.7 if the recall list is exhausted. The passed over employee remains at the top of the list for any subsequent hires up to the term set out in (3) above.

(11) If the employee does not respond to the recall notice within ten (10) working days, she/he shall be passed over as in (10) above, but remains on the recall list up to the terms set out in (3) above.

## ARTICLE 5 - WORKING CONDITIONS

### 5.1 Work Week and Work Day

The regular working hours shall not exceed thirty-five (35) hours per week.

### 5.2 Relief and Meal Breaks

(a) The thirty-five (35) hours per week required of an employee shall include two (2) fifteen minute relief breaks and a thirty (30) minute lunch break each day to be taken on the day care or centre's premises if necessary to cover required staff/child ratios.

(b) If an employee is unable to take his/her relief and/or meal breaks, he/she shall be paid for an additional, equal amount of time.

### 5.3 Staff Meetings

The Employer agrees to allow weekly staff meetings during working hours to a total of four (4) hours per month to be included in the regular hours of work per week and scheduled at a time to be agreed upon by staff and Employer.

### 5.4 Parent Meetings

Any one (1) employee attending the regularly schedule parent meeting shall be compensated for such attendance at straight time. If any other employee is requested to attend the regularly scheduled parent meeting by the Employer, she/he shall also be compensated for such attendance at straight time.

### 5.5 Administrative Time

Twelve (12) hours per month shall be made available to the senior supervisor or her/his designate or to the co-supervisors for the purpose of doing the administrative work of the Centre. If the twelve (12) hours are not covered by a substitute during the Senior Supervisors or Co-Supervisors regularly scheduled hours of work, they shall be considered additional hours and treated as overtime.

### 5.6 Health, Safety and 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, and to maintain high standards in communication with employees. The Employer agrees to promptly take care of difficulties that arise from third party interference. Verbal harassment shall be subject to the grievance procedure. For the purpose of this Article, a "third party" shall be defined in accordance with the provisions of Article 1.8.

(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.

**5.7 Licensing Standards**

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

**5.8 Spring Break**

(a) During the week of the Spring Break, as defined by the Vancouver School Board, the hours of operation will be from 8:00 a.m. to 4:30 p.m.

(b) Regular employees with ten (10) or more years of seniority will be given Spring Break off, without loss of pay.

**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 1<sup>st</sup> to December 31<sup>st</sup>, 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<sup>2</sup>/<sub>3</sub>) working days vacation for each month or major portion thereof worked prior to December 31<sup>st</sup> with the right to take days off as they are accumulated, but not earlier than completion of the probationary period.

**6.3 Vacation Entitlement**

(a) Regular employees in their second (2<sup>nd</sup>) or subsequent calendar years shall be entitled to vacation, prorated to a ten (10) month work year, as shown in (b), below. Vacation entitlement shall be available to employees anytime within the calendar year, subject to Article 6.4 – Vacation Payout.

(b) 2 <sup>nd</sup> – 4 <sup>th</sup> calendar years .....	20 work days
5 <sup>th</sup> calendar year .....	25 work days
6 <sup>th</sup> calendar year .....	26 work days
7 <sup>th</sup> calendar year .....	27 work days
8 <sup>th</sup> calendar year .....	28 work days
9 <sup>th</sup> calendar year .....	29 work days
10 <sup>th</sup> and subsequent calendar years .....	30 work days

(c) Auxiliary Employees shall be paid four percent (4%) of gross earnings to be paid on each pay cheque, or at the employee’s option banked to be paid out at the end of the school year.

**6.4 Vacation Payout**

Employees shall have the option of receiving vacation pay in accordance with Articles 6.2 and 6.3 on the last pay period of June of every year.

### **6.5 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.

A schedule of the year's vacation shall be posted by April 1; this schedule shall be subject to change by mutual agreement.

### **6.6 Accumulation or Carryover of Vacation**

Vacation shall be non-cumulative. Exceptions to this may be made by mutual agreement.

### **6.7 Part-time Employment**

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

### **6.8 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.

### **6.9 Termination of Employment**

Vacation entitlement for any full time regular employee who terminates before December 31<sup>st</sup> of any calendar year shall be computed in accordance with Article 6.3, on a pro rata basis.

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 than 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	Remembrance Day
Good Friday	Christmas Eve
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Labour Day	New Year's Eve
Thanksgiving 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. The Daycare will be closed December 27 to 31 inclusive, at no loss in pay for regular staff.

### **7.2 Designated Holiday for Part-time Employees**

A designated holiday shall be granted for each full-time position. This holiday shall be prorated for a regular part-time employee.

A schedule for the proration of each year's designated holidays shall be prepared by the mutual agreement of the employee and the Employer.

### **7.3 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.

### **7.4 Designated Holiday Coinciding with Employee's Vacation**

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

## **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) It is recommended that all female employees of child bearing years be immunized against rubella (German Measles) upon consultation with their medical advisor.
- (c) 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.

### **8.2 Sick Leave Entitlement**

- (a) A permanent full-time employee shall earn paid sick leave at the rate of one and three-quarters ( $1\frac{3}{4}$ ) 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.
- (b) Employees who earn sick leave over and above the accumulated maximum of ninety (90) working days may request a pay-out on unused sick leave, directed to their personal R.R.S.P.'s.

### **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 pay cheque.

### **8.4 Medical Confirmation of Sick Leave**

After sick leave of more than three (3) consecutive working days, the Employer may request medical confirmation. Any costs incurred in obtaining such confirmation shall be borne by the Employer.

### **8.5 Payout of Sick Bank to R.R.S.P. or on Termination or Retirement**

- (a) When an employee has the maximum allowable days in their sick bank, any additional sick leave earned shall be paid monthly to the employee's R.R.S.P.
- (b) Upon termination or retirement, an employee shall be paid hundred percent (100%) of their accrued sick bank. At the employee's option, this may be paid into an R.R.S.P. of the employee's choice.

### **8.6 Illness in the Immediate Family**

The employee may use up to four (4) days credit (annually) from her/his sick leave entitlement in the event of illness in the immediate family.

### **8.7 Maternity/Parental Leave**

(a) A probationary employee qualifies for maternity/parental leave which shall be in accordance with the Maternity and/or Parental provisions of the Employment Insurance Act. Upon return to work, she/he shall serve a probationary period of three (3) calendar months from the date of return to work.

(b) An employee who has completed her/his probationary period qualifies for maternity/parental leave, which shall be in accordance with the Maternity and/or Parental provisions of the Employment Insurance Act.

Upon request, the employee shall be granted a further leave of absence without pay for a period of up to one (1) year.

If the employee returns to work within or at the end of the granted period of leave she/he shall be reinstated in her/his former position and shall resume receiving the current negotiated salary. The employee shall agree to give a minimum of one (1) month's notice of intention to return to work.

(c) If the employee applies for a position after the granted period of leave, she/he will be placed in the first equivalent position that becomes vacant in the Centre. She/he shall retain this right for a maximum of two (2) years from the commencement of maternity/parental leave.

(d) If an employee maintains coverage for medical, extended health/life insurance or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the Maternity and/or Parental provisions of the Employment Insurance Act.

(e) The employee shall accumulate vacation entitlements for the period covered by the Maternity and/or Parental provisions of the Employment Insurance Act.

### **8.8 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 one (1) year. If he returns to work within this one (1) year period, he will be reinstated in his former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence. The employee shall agree to give one (1) month's notice of intention to return to work.

### **8.9 Adoption Leave**

If an employee who is adopting a child is not eligible for leave under 8.6 Maternity/Parental Leave, the employee shall be granted a leave of absence with pay for one (1) week. Upon request the employee shall be granted a leave of absence without pay for a period of up to one (1) year. If she/he returns to work within this one (1) year period, she/he will be reinstated in her/his former position and will resume receiving the current negotiated salary. The employee shall agree to give one (1) month's notice of intention to return to work.

### **8.10 Bereavement Leave**

In the case of bereavement in the immediate family a regular 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 will not exceed ten (10) working days. Immediate family includes: Employee's child, parent, spouse, common-law spouse, same sex partner, sibling, parent-in-law, grandparents, and any other relative permanently residing with the employee.

### 8.11 Educational 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.

Employees must submit a course outline, program, or plan to the Employer two (2) weeks in advance of such leave being granted.

(b) The Employer agrees to pay all or a portion of the cost of courses taken and completed by a regular 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 sessions, or a 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 by the employee and the Employer. Such compensating time off shall be deducted from the educational leave time outlined in 8.10(a) and all other conditions in 8.10(a) shall also apply.

(e) The Employer agrees to pay all of the cost of courses taken and completed by a regular employee at the request of the Employer or as required by Licensing.

### 8.12 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.

### 8.13 Special Leave of Absence Without Pay

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

### 8.14 Special Leave With Pay

(a) Special leave with pay of one (1) day shall be granted to attend the funeral of a co-worker.

(b) Special leave with pay may be granted to the employee for other extenuating circumstances such as:

- (1) attend a funeral;
- (2) attend formal hearing to become a Canadian citizen;
- (3) court appearances for employees serving as jurors or witnesses.

This leave will be given at the Employer's discretion and will be dependent on the financial status of the day care. Such leave shall not be unreasonably denied. Appropriate prior notice is required.

- (c) Special leave with pay shall be granted to an employee serving as a juror. The employee shall remit to the Employer all monies paid to he/him by the court excluding meal and travelling allowances not reimbursed by the Employer.
- (d) Special Leave with pay shall be granted to an employee for job related court appearances.

### **8.15 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. Employer and employees shall jointly coordinate shift schedules.

## **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%) of these costs at the dependent rate, if required.

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

- (a) The Employer agrees to pay one hundred percent (100%) of the monthly premium for all regular employees, full and part time, at the dependent rate, if required, and remit same premiums to the Union.
- (b) The vision care will be two hundred dollars (\$200) every twenty-four (24) months.

### **9.3 Dental Services Plan**

The Employer agrees to pay one hundred percent (100%) of the monthly premium for all regular employees entitled to coverage under the Dental Plan, at a dependent rate, if required, and remit same premiums to the Union.

### **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 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 they are not compensated by Workers' Compensation.

### **9.6 Equivalent to Full-time Coverage**

A part-time employee may elect to have full coverage for MSP, Extended Health, or Dental Plan. The Employer will make appropriate deductions and remit premiums to the Union.

## 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, except for those materials relating to the safety and well-being of children in care. The employee may apply to the Employer for a review to determine whether such materials shall be removed from the employees file following the one (1) year period.

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

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. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily.

### 10.3 Warning

The Parties agree that the principles of progressive discipline shall be followed. 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 for at least two (2) weeks. 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) month's notice or one (1) month's 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 in extreme circumstances 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 Grievance Procedure, 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 Grievance Procedure, 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 Grievance Procedure, 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 B.C. Labour Code shall apply. The decision of the Board shall be final and binding on both Parties.

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

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

Each Party shall bear one-half (1/2) of the expenses of the arbitrator and any secretarial services required.

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

### 11.6 Disagreement of Decision

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

### **11.7 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 grievance, or to the date set by the single Party arbitrator.

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

### **12.1 Acting Supervisor Rate of Pay**

When an employee is temporarily required to accept the responsibility, 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 after five (5) working days.

### **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 and inform the Employer 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. Claim for compensation for overtime worked shall be made within two (2) weeks of the overtime worked.

### **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 employee and 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 off 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 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 his or her own car for Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

### **12.8 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 Auxiliary Employees (Long Term)**

Auxiliary employees working for more than twenty-two (22) regularly scheduled continuous days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Article 9.1, 9.2 and 9.3. Such employees shall be required to become members of the Union and commence paying the initiation fee where applicable and the monthly Union dues.

### **12.10 Payment of Wages**

Employees shall be paid on the last working day before the fifteenth of each month and the last working day of each month by twelve noon. Employees shall receive a statement of earnings for each pay period.

### **12.11 Set Up Time**

Any two (2) employees who set up the day care to start the program at the beginning of the school year and/or who clean up to close the program at the end of the school year shall be paid at straight time for a maximum of two (2) working days at both the beginning and the end of the school year.

### **12.12 Criminal Record Checks**

The Employer shall pay the cost of a criminal records 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 a specified designate of the Employer.

### **12.13 Damage to Personal Property**

Where an employee's personal property utilized in the performance of his/her duties, is damaged or stolen by a client while the employee is carrying out his/her duties, the Employer shall reimburse the employee for up to one hundred and fifty dollars (\$150) of the portion of the lost cash not recoverable from insurance or other sources and/or up to two hundred and fifty dollars (\$250) of the portion of the necessary repair or replacement cost of stolen, damaged or destroyed clothing or other items not recoverable from insurance or other sources.

### **12.14 Registered Retirement Savings Plan**

All regular employees, upon completion of the probationary period, shall be entitled to Employer matching R.R.S.P. contributions in accordance with the following;

- (a) Individual R.R.S.P.s will be self-directed;
- (b) Employees shall participate at their own discretion;
- (c) Employees shall specify their contribution level in writing , in accordance with (d), below. Employees may change their contribution level by providing the Employer with a minimum of thirty (30) days written notice prior to December 31<sup>st</sup> of each year.
- (d) Employees shall elect their contribution level from one of the following:
  - One percent (1%) of straight-time wages;
  - Two percent (2%) of straight-time wages;
  - Three percent (3%) of straight-time wages.
- (e) The Employer will match, dollar for dollar, contributions made by each employee.

**ARTICLE 13 - TERM OF AGREEMENT**

**13.1 Duration**

This Agreement shall be binding and remain in effect from January 1, 2004 until midnight, December 31, 2005.

**13.2 Notice to Bargain**

- (a) Notice to re-open this Agreement shall be in accordance with applicable B.C. Labour Legislation.
- (b) Should neither Party give notice in the manner prescribed above, this Agreement shall continue in full force and effect, and neither Party shall make any change in the terms of the Agreement, or increase or decrease the rate of pay of any employee, until the Parties conclude a revision of this Agreement or enter into a new Collective Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Edi Sirotec, Board Member

\_\_\_\_\_  
Natalia Sa, Bargaining Committee

\_\_\_\_\_  
John Lerner, Board Member

\_\_\_\_\_  
Jamie Nishihata, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

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

**APPENDIX A**  
**SALARY SCALE**

The salary scale, based on a thirty-five (35) hour work week, shall be as follows:

Classification	Step	Effective January 1, 2004 (3% increase)	Effective January 1, 2005 (2% increase)
		Hourly	Hourly
<i>Senior Early Childhood Educator</i>	1	\$18.75	\$19.13
	2	\$19.25	\$19.64
	3	\$19.78	\$20.15
	4	\$20.11	\$20.51
	5	\$20.84	\$21.26
<i>Co-Senior Early Childhood</i>	1	\$17.51	\$17.86
	2	\$17.95	\$18.31
	3	\$18.43	\$18.80
	4	\$18.95	\$19.33
	5	\$19.36	\$19.75
<i>Early Childhood Educator</i>	1	\$16.24	\$16.57
	2	\$16.68	\$17.01
	3	\$17.13	\$17.47
	4	\$17.55	\$17.90
	5	\$18.02	\$18.38
<i>Early Childhood Assistant</i>	1	\$15.66	\$15.97
	2	\$16.06	\$16.38
	3	\$16.48	\$16.81
<i>Auxiliary (Short Term)</i>		\$11.44	\$11.67

*Each step in the system represents one (1) year of early childhood experience. A new employee with less than one (1) year of early childhood experience shall be hired at Step 1. A new employee with more than one, but less than two years experience shall be hired at Step 2, etc.*

*Employees shall move up the step system upon completion of each additional year of early childhood experience.*

*Early childhood experience shall be defined as day care experience or equivalent.*

**Definitions:**

- **Senior Early Childhood Educator** - E.C.E. qualified staff person in full charge of the Centre who directs its day to day activities.
- **Co-Senior Early Childhood Educator(s)** - the E.C.E. qualified staff persons who, in the absence of a Senior Early Childhood Educator system, jointly share responsibility for directing the day to day activities in the Centre.
- **Early Childhood Educator** - the E.C.E. qualified staff engaged in the caring for children.
- **Early Childhood Assistant** - a staff member in the process of obtaining their E.C.E. qualifications, that is engaged in the caring for children under the direction of a qualified early childhood educator
- **Auxiliary (Short Term)** - an employee as defined in Article 4.2 who has not worked more than twenty-two continuous days as per Article 12.9.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Edi Sirotec, Board Member

\_\_\_\_\_  
Natalia Sa, Bargaining Committee

\_\_\_\_\_  
John Lerner, Board Member

\_\_\_\_\_  
Jamie Nishihata, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

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

**LETTER OF AGREEMENT #1  
GROUP RRSP'S, PENSION, SHORT TERM DISABILITY AND/OR  
LONG TERM DISABILITY BENEFITS**

The Employer hereby agrees to re-open Article 9 for negotiations on inclusion of Group RRSP's, Pension, Short Term Disability, and/or Long Term Disability benefits, if and when the Union includes these benefits as part of the Health and Welfare package.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Edi Sirotec, Board Member

\_\_\_\_\_  
Natalia Sa, Bargaining Committee

\_\_\_\_\_  
John Lerner, Board Member

\_\_\_\_\_  
Jamie Nishihata, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

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

**LETTER OF AGREEMENT #2**  
**WAGE ENHANCEMENT**

Should any level of government make funds available for wage enhancement, the Employer agrees to apply for the funds, and the Employer and the Union agree to immediately renegotiate the salary scale, or the Employer agrees to use the funds as directed by the conditions of the grant.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Edi Sirotec, Board Member

\_\_\_\_\_  
Natalia Sa, Bargaining Committee

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John Lerner, Board Member

\_\_\_\_\_  
Jamie Nishihata, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

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

**LETTER OF AGREEMENT #3****JOB SHARING****Preamble**

1. This Letter of Agreement establishes provision for two (2) regular employees to voluntarily “*job share*” a single full-time position. Part-time positions may be shared where the Employer and Union agree.
2. A “*Job Sharing Arrangement*” refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

**Participation**

1. The Parties recognize that involvement in job sharing is voluntary.
2. Subject to the provisions of this Letter, employees may initiate a request for job sharing in writing.
3. for the first three (3) months of a job sharing arrangement, an employee will be deemed to be on a trial period.

**Maintenance of Full-Time Positions**

1. Shared positions shall, in all respects with the exception that they are held by two (2) individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
2. If the Employer or one (1) job sharing partner decides to discontinue participating in a job share, the employee must give thirty (30) days written notice. The less senior partner will be displaced pursuant to the provisions of the Collective Agreement.
3. The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
4. Once established, the portion of hours shared may be altered by mutual agreement of the Parties.

**Benefits**

1. As a general principle and unless otherwise revised in the Letter, job sharing will be cost neutral and the employees will neither gain nor lose any benefits presently contained in the Collective Agreement. Pursuant to 2(b) below of this Letter, job sharing in cases of impending displacement may not be cost neutral.
2. The following shall apply regarding the eligibility of Health and Welfare Benefits:
  - (a) Where either employee does not meet the requisite hours for health and welfare benefits such benefits may be shared by mutual agreement of the job share participants.
  - (b) Where job sharing arrangements are entered into to avoid displacement, both participants will continue to be eligible for all benefits of the Collective Agreement for which they qualified prior to the commencement of the job share.
3. Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension Plan coverage.

**Relief**

1. Temporary relief for a job-shared position will be determined pursuant to the Collective Agreement. However, job sharers will relieve for each other where there is no other source of relief available.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Edi Sirotec, Board Member

\_\_\_\_\_  
Natalia Sa, Bargaining Committee

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John Lerner, Board Member

\_\_\_\_\_  
Jamie Nishihata, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

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