

COLLECTIVE AGREEMENT

between the

WEST POINT GREY DAYCARE SOCIETY

and the

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

Effective from January 1, 2003 to December 31, 2008

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ARTICLE 1 - UNION RIGHTS AND RECOGNITION

1.1 No Discrimination

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

1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of West Point Grey Under 3 Daycare Society 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.

1.8 Meeting the Employer

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

1.9 Stewards' Leave With Pay

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

1.10 Acquainting New Employees

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

1.11 Contacting at Work

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

ARTICLE 2 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 3 - EMPLOYER-UNION RELATIONS

3.1 Employer-Union Relations

The Union shall supply the Employer with the names of its' shop steward and/or negotiating committee, and similarly the Employer shall supply the Union with a list of its' officers.

3.2 Check-off Authorization and Deductions

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

3.3 Remittance of Dues

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

3.4 Dues Receipt for Income Tax Purposes

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

3.5 Alteration of Dues and Special 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 a Regular Employee

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

4.2 Definition of an Auxiliary Employee

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

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

4.3 Notification of Regular Employment

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, and be informed of the location of the Society Rules. Copies of such letters shall be forwarded to the Union.

4.4 Notification of Auxiliary Employment

Auxiliary employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks.

4.5 Job Descriptions

Job descriptions for all employees covered by this agreement shall be prepared and maintained to the satisfaction of both the Employer and the Union. Copies of job descriptions shall be forwarded to the Union.

4.6 Hiring

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

4.7 Priorities in Hiring

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

4.8 Probation

A new employee 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) week's notice of discharge; the Employer shall supply an explanatory letter to the employee giving reasons for release. 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, seniority shall be the determining factor.

4.10 Definition of Seniority and Seniority List

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

4.11 Loss of Seniority

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

4.12 Reduction of Hours

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

- (a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than three (3) years employment shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice. After the completion of a period of

employment of three (3) consecutive years, one (1) additional week's notice shall be added for each subsequent completed year to a maximum of eight (8) weeks' notice or pay in lieu of notice.

(c) Any regular employee who has chosen layoff as per Article 4.12(b) shall have the right to decline a recall to work at reduced hours without loss of seniority.

(d) Layoff and Recall Process:

(1) No layoff will occur without prior consultation with the Union.

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

(3) In the event an employee is laid off, the employee will remain on the recall list for a period of one (1) year from the discontinuation of her/his position.

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

(5) Notice of recall shall be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.

(6) An employee notified of recall shall be given ten (10) working days notice to report to work.

(7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.

(8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

ARTICLE 5 - WORKING CONDITIONS

5.1 Work Week and Work Day

(a) Subject to the exception cited in Article 5.1(b) the normal week shall consist of five (5) working days of eight and one-half (8½) hours each, from Monday to Friday, inclusive of one (1) hour lunch break taken on the premises.

(b) Each employee shall be entitled to one (1) day off (flex day) with pay in every two (2) week period worked. This day off shall be scheduled with the agreement of the Senior Infant/Toddler Educator or Infant/Toddler Co-Educators.

(c) Including the provisions of the "flex day" described in Article 5.1(b), regular working hours shall not exceed an average of forty (40) hours per week for any three (3) week period.

5.2 Staff Meetings

The Employer agrees to allow one (1) hour weekly staff meetings during working hours.

5.3 Administrative Time

One-and-half (1.5) days one week, and one (1) day the following week, alternating week to week, shall be made available to the Senior Infant/Toddler Educator or Infant/Toddler Co-Educators for the purpose of doing the administrative work of the centre. Such administrative time shall be included in the regular hours of work per week and the senior infant/toddler educator or infant/toddler co-educators performing such work shall be replaced by a substitute employee during this administrative time.

The Parties agree that no overtime shall be incurred for additional administrative duties.

5.4 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, including unnecessary interference or harassment by third Parties.
- (b) The Employer agrees to provide and maintain proper first-aid and 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.

5.5 Licensing Standards

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

ARTICLE 6 - VACATIONS

6.1 Calendar Year

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

6.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service one and two-thirds (1²/₃) working days vacation for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

6.3 Vacation Entitlement

Effective January 1, 2006 all employees in their second and subsequent calendar years shall be entitled to an annual vacation credit as follows:

Year	Entitlement
2nd year.....	twenty-two (22) days
3rd year	twenty-four (24) days
4th year	twenty-seven (27) days
5th year	twenty-nine (29) days
6th year	thirty-two (32) days
7th year	thirty-three (33) days
8th year	thirty-four (34) days
9th year	thirty-five (35) days
10th year	thirty-seven (37) days
11th year	thirty-nine (39) days
12th year	forty-one (41) days
13th year	forty-three (43) days
14th year	forty-five (45) days
15th year	forty-seven (47) days
16th year	forty-nine (49) days
17th year	fifty-one (51) days
18th year	fifty-three (53) days

Vacation time is available to take any time within the calendar year.

6.4 Vacation Scheduling

The time of vacation is to be determined by mutual agreement between the employees and the Employer.

- (a) Employees shall submit their vacation requests to the supervisor on or before:
 - (1) November 1st for the period of January 1st through April 30th, and
 - (2) March 1st for the period of May 1st through December 31st.

The Employer shall approve the vacation schedules within two (2) weeks of the closing date for vacation requests.

- (b) An employee who does not exercise her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

6.5 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority.
- (b) An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights on the employee's first choice of a vacation period. Seniority shall prevail in the second choice of vacation period, but only after all other "*first choice*" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.
- (c) Regular vacation shall have priority over vacation time carried over under the provisions of Article 6.8.

6.6 Sick Leave During Vacations

In case of serious illness or accident while he/she is on vacation, special arrangements shall be made to credit those days of vacation time.

6.7 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year shall be computed in accordance with Articles 6.2 and 6.3.

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.

6.8 Vacation Carryover and Banked Vacation

- (a) Up to one-half (½) of the vacation entitlement may be deferred until the next year with prior written approval.
- (b) A single vacation period, which overlaps the end of a vacation year, shall be considered vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year of the vacation year shall not be considered as a vacation carryover, nor as a seniority choice for the subsequent vacation year.

(c) Once every five (5) years an employee may bank one (1) full year's vacation to be taken in conjunction with the next year's vacation. For the purpose of this clause, all vacation in the second year must be taken concurrently.

6.9 Vacation Payout

Subject to Clauses 6.4 and 6.7, any unused vacation earned during any calendar year shall be paid to the employee on the final payday of that year.

ARTICLE 7 - DESIGNATED HOLIDAYS

7.1 Paid Holidays

The following have been designated as paid holidays:

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

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

7.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on a weekend the employee shall be granted an equivalent time off without loss of pay.

7.3 Designated Holiday Coinciding with Employee's Vacation

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

ARTICLE 8 - LEAVES

8.1 Definition of Sick Leave

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently impair work ability.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected case of German Measles or any other disease or condition which could be harmful to pregnancy in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

8.2 Sick Leave Entitlement

- (a) A permanent full-time employee shall earn paid sick leave at the rate of one and one-half (1½) days per month. Part-time employees shall be entitled to sick leave credits on a pro rata basis. Sick leave shall accumulate to a total of thirty (30) working days.

(b) In the event the Employer implements a group RRSP, and an employee has the maximum allowable days in their sick bank any additional sick leave earned shall be paid monthly on the employee's RRSP.

8.3 Sick Leave Credit

All employees shall be able to draw on a block of seven (7) 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

After sick leave of more than three (3) continuous days, the Employer may request medical confirmation. All costs incurred in obtaining such confirmation shall be born by the Employer.

8.5 Sick Leave of Absence Without Pay

The employee shall be granted a leave of absence without pay for a period of up to one (1) year for a valid medical reason, in accordance with Article 8.1, in the event that her/his sick leave credit bank is exhausted. Such absence on approved sick leave without pay shall not jeopardize any employee benefits acquired with normal service. Upon return to work the employee shall be reinstated in her/his former position and resume receiving the current negotiated salary. The Employer agrees to remit premiums for Health and Welfare benefits that the employee is entitled to during her/his leave of absence provided that the employee reimburses the Employer for both the employee and the Employer's share prior to her/his leave of absence.

8.6 Maternity/Parental Leave

(a) The period of maternity/parental leave shall be in accordance with the Maternity and Parental Leave Provisions of the *Unemployment Insurance Act*. Upon return to work, the employee shall be reinstated in her/his former position.

(b) Upon request, the employee shall be granted leave of absence without pay for a further period of up to eighteen (18) months. The employee shall advise the Employer one (1) month before her/his intended return to work. If she/he returns to work within this eighteen (18) month period, she/he will be reinstated in her/his former position or comparable position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence.

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

(d) The employee shall accumulate vacation entitlements for the period covered by the Maternity and Parental Leave Provisions of the *Unemployment Insurance Act*.

8.7 Adoption Leave

An employee adopting a child who is ineligible for leave under Article 8.6, shall be granted a leave without pay for a period of up to six (6) months.

8.8 Bereavement Leave

Bereavement leave in the case of the death of an employee's wife, husband, common-law spouse, live-in partner, child or ward, brother, sister, parent, parent-in-law, guardian, grandparent, daughter-in-law, son-in-law, grandparent-in-law, aunt, or uncle shall be granted without loss of pay for a period not to exceed

five (5) working days for regular, probationary and long term auxiliary employees. Any employee who qualifies for bereavement leave and who is required both to attend to the affairs connected with the funeral and/or to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia shall be granted upon request an additional leave without loss of pay for a further period of up to five (5) working days dependent on the finances of the day care. Such leave shall not be unreasonably denied.

8.9 Educational Leave

- (a) All employees combined shall be granted up to six (6) 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 two (2) employees shall be absent on such leave at the same time.
- (b) The Employer agrees to cover fifty percent (50%) of the cost of all courses taken by an employee, which, in the opinion of the Employer and the employee, will contribute to her/his professional development.
- (c) Leave of absence without pay 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 8.9(a) and all other conditions in 8.9(a) shall also apply.

8.10 Special Leave With Pay

- (a) Special leave with pay of up to a maximum of five (5) days per annum may be granted to the employee in the event of illness in the immediate family or for any of the following circumstances:
 - (1) attend a funeral..... 1 day
 - (2) attend formal hearing to become a Canadian citizen 1 day
 - (3) serious household or domestic emergency 1 day
 - (4) marriage of employee 1 day
 - (5) moving household furniture and effects 1 day
 - (6) emergency medical or dental appointment 1 day
- (b) Special leave with pay shall be granted to an employee for job related court appearances.
- (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 her/him by the court excluding meal and travelling allowances not reimbursed by the Employer.

8.11 Christmas Week Leave

During the Christmas week, December 24th to 31st, the day care shall operate with the usual staff/child ratio. If the demand for care does not require all regular staff, then time off with pay shall be equally divided amongst all the staff. The time off and work schedule for this period shall be jointly determined by the Employer and the employees.

8.12 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.

8.13 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.

8.14 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.

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 the premium costs, at a dependent rate if required.

9.2 Extended Health and Life Insurance

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

9.3 Dental Services Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premium cost 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 she/he is not compensated by Workers' Compensation.

ARTICLE 10 - DISCHARGE AND RESIGNATION

10.1 Personnel Files

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

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

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

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

10.2 Dismissal for Cause

- (a) An employee may be dismissed or suspended for just cause. All dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer.
- (b) In the event of gross misconduct of an employee, defined in this Article as:
 - (1) misconduct which endangers the safety or well-being of a child or children in the care of the West Point Grey -3 Daycare Society;
 - (2) misconduct which endangers the safety or well-being of other employees of the West Point Grey -3 Daycare Society.

The Employer shall not be required to give the employee a warning notice (10.3) or notice of dismissal (10.4). Dismissal for gross misconduct shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer.

10.3 Warning

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

10.4 Notice of Dismissal

In case of dismissal, the employee shall be given four (4) weeks notice or four (4) weeks pay in lieu of notice.

10.5 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.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

11.1 Grievance Procedure

Any difference between the Employer and an employee arising from the interpretation, application or operation of this Agreement shall be dealt with in the following manner.

11.2 Step 1

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

- (a) Firstly, the Senior Infant/Toddler Educator, or his or her responsible official or the other staff if the Day Care works on a Co-Educator system.
- (b) Secondly, the Executive Committee of the Society, or the Society's designated representative.

11.3 Step 2

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

11.4 Step 3

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

11.5 Arbitration

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

If they are unable to agree upon or otherwise fail to appoint an arbitrator, either Party may apply to the Minister of Labour to appoint such a person. In all other respects, the provisions of the *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.

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.

ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES

12.1 Acting Senior Rate of Pay

When an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he shall be paid at the senior rate after two (2) consecutive full-time weeks.

12.2 Choice of Time Off or Pay for Overtime

Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

12.3 Pay or Compensating Time Off for Overtime Worked

Overtime shall be compensated at time and one-half ($1\frac{1}{2}x$) for any hours worked over forty (40) per week and double time ($2x$) for hours worked over forty-eight (48) per week. Based on the averaged work week of thirty-eight and one-quarter ($38\frac{1}{4}$) hours, the first one and three-quarter ($1\frac{3}{4}$) hours of overtime should be compensated at straight-time, the next eight (8) hours of overtime at time and one-half ($1\frac{1}{2}x$), and any hours above nine and three-quarters ($9\frac{3}{4}$) hours of overtime per week compensated at double time ($2x$). Employees will elect to receive pay or compensating time off (CTO) in lieu of being paid, and if they elect CTO must be given time off equivalent to the number of hours for which they would have been paid. This clause shall be effective June 1, 1996.

12.4 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.

12.5 Mileage Payments and Auto Insurance

Employees using their own car for Employer's business shall receive fifty-three point six cents (53.6¢) per mile or thirty-three point five cents (33.5¢) per kilometre. Each employee using his or her own car for Employer's business 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.

12.6 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.

12.7 Auxiliary Employees - Long Term

Auxiliary employees working for more than twenty-two (22) continuous scheduled 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.

12.8 Payment of Wages

Employees shall be paid on the last working day before the fifteenth of each month and the last working day before the end of each month. The Employer agrees to provide the employees with a written statement of wages and the amount and purpose of each deduction at each pay period.

12.9 Criminal Record Checks

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

12.10 Child Care Allowance

An amount equal to the total amount of monthly medical, dental and extended health care plan premiums, at the dependant rate, shall be paid to an employee towards monthly child care expenses providing such

receipts for child care expenses are submitted to the Employer. This allowance is only available to employees not availing themselves of the aforementioned health and welfare benefit.

ARTICLE 13 - TERM OF AGREEMENT

13.1 Duration

This Agreement shall be binding and remain in effect until midnight, December 31, 2008.

13.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after September 1, 2008, but in any event not later than midnight September 30, 2008.
- (b) Where no notice is given by either Party prior to October 1, 2008, both Parties shall be deemed to have been given notice under this section on October 1, 2008.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the appropriate designate.

13.3 Commencement of Bargaining

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

13.4 Change in Agreement

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

13.5 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Carol Norell
Chairperson

Shelly Tisdall
Bargaining Committee

Deb Wilson
Staff Representative

Dated this _____ day of _____, 2006.

**APPENDIX A
WAGE RATES**

Classification	Step	Eff. January 1, 2002		Eff. January 1, 2005 (3%)		Eff. January 1, 2006 (2%)	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Sr I/T Educator	1	\$2,908.91	17.55	\$2,996.18	\$18.08	\$3,086.07	\$18.62
	2	\$2,996.76	18.08	\$3,086.66	\$18.62	\$3,179.26	\$19.18
	3	\$3,082.95	18.60	\$3,175.44	\$19.16	\$3,270.70	\$19.73
	4	\$3,172.46	19.14	\$3,267.63	\$19.71	\$3,365.66	\$20.31
	5	\$3,260.30	19.67	\$3,358.11	\$20.26	\$3,458.85	\$20.87
	6	\$3,354.78	20.24	\$3,455.42	\$20.85	\$3,559.09	\$21.47
I/T Educator	1	\$2,524.37	15.23	\$2,600.10	\$15.69	\$2,678.11	\$16.16
	2	\$2,595.65	15.66	\$2,673.51	\$16.13	\$2,753.72	\$16.61
	3	\$2,670.23	16.11	\$2,750.34	\$16.59	\$2,832.85	\$17.09
	4	\$2,744.82	16.56	\$2,827.16	\$17.06	\$2,911.98	\$17.57
	5	\$2,824.38	17.04	\$2,909.11	\$17.55	\$2,996.38	\$18.08
	6	\$2,903.94	17.52	\$2,991.06	\$18.05	\$3,080.79	\$18.59
ECE	1	\$2,405.03	14.51	\$2,477.18	\$14.95	\$2,551.50	\$15.39
	2	\$2,474.65	14.93	\$2,548.89	\$15.38	\$2,625.35	\$15.84
	3	\$2,545.92	15.36	\$2,622.30	\$15.82	\$2,700.97	\$16.30
	4	\$2,617.19	15.79	\$2,695.71	\$16.26	\$2,776.58	\$16.75
	5	\$2,690.12	16.23	\$2,770.83	\$16.72	\$2,853.95	\$17.22
	6	\$2,768.03	16.70	\$2,851.07	\$17.20	\$2,936.60	\$17.72
ECE Assistant	1	\$2,131.55	12.86	\$2,195.49	\$13.25	\$2,261.36	\$13.64
	2	\$2,189.56	13.21	\$2,255.24	\$13.61	\$2,322.90	\$14.01
	3	\$2,252.54	13.59	\$2,320.12	\$14.00	\$2,389.72	\$14.42
	4	\$2,315.53	13.97	\$2,384.99	\$14.39	\$2,456.54	\$14.82
Auxiliary (Short Term) Qualified <312.02	-	N/A	\$11.60	N/A	N/A	N/A	\$11.83
Auxiliary qualified over 3 only	-	N/A	\$11.00	N/A	N/A	N/A	\$11.22
Auxiliary (Short Term) In Training	-	N/A	\$10.43	N/A	N/A	N/A	\$10.64
<i>Grid is based on 38.25 hour week</i>							
<i>January 1, 2007 - General wage increase - CPI Vancouver or 2%, whichever is greater</i>							
<i>January 1, 2008 - General wage increase - CPI Vancouver or 2%, whichever is greater</i>							

CLASSIFICATION DEFINITIONS:

Senior Infant/Toddler Educator – A staff person who is both -3 and +3 qualified and who has several years day care experience who is responsible for the operation of the Daycare Centre.

Infant/Toddler Educator – A staff person who is both -3 and +3 qualified and who has had some day care experience.

Early Childhood Educator – A staff person who is +3 qualified and is in the process of taking their -3 training.

Early Childhood Assistant – A staff person who is the process of taking their +3 training.

Step Scale

1. Reflects years of service at West Point Grey Under Three Daycare.
2. Employees shall move to the next step of their classification on their anniversary date.
3. Employees who are reclassified, either by promotion or achievement of required qualifications, to a senior position shall move to the step of the new classification which is one pay grade higher than what they are currently receiving and their new anniversary date shall be the date of reclassification.

LETTER OF AGREEMENT NO. 1

Between: B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

And: WEST POINT GREY UNDER-3 DAYCARE SOCIETY

Re: PENSION, GROUP RRSP, SHORT TERM AND/OR LONG TERM DISABILITY BENEFITS

The Employer hereby agrees to re-open Article 9 for negotiations on inclusion of Pension, Group RRSP, 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

Carol Norell
Chairperson

Shelly Tisdall
Bargaining Committee

Deb Wilson
Staff Representative

Dated this _____ day of _____, 2006.

LETTER OF AGREEMENT NO. 2

Between: B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

And: WEST POINT GREY UNDER-3 DAYCARE SOCIETY

Re: CCP

The Employer agrees to the distribution of the CCP Grants as follows:

1. 85% of the quarterly grant shall be paid out to staff in the form of a lump sum quarterly bonus.
2. This quarterly bonus shall be subject to all regular payroll deductions including Union dues.
3. The bonus will be divided equally amongst all regular and long term auxiliary staff on a pro rata basis in accordance with hours of work worked in the preceding three-month period.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Carol Norell
Chairperson

Shelly Tisdall
Bargaining Committee

Deb Wilson
Staff Representative

Dated this _____ day of _____, 2006.

LETTER OF AGREEMENT NO. 3

Between: B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

And: WEST POINT GREY UNDER-3 DAYCARE SOCIETY

Re: STAFFING STRUCTURE

The Employer and the Union agree that the day care centre shall operate with a Senior Infant/Toddler Educator who is responsible for the day to day operation of the centre.

Any change in the current staffing (i.e. hierarchy) shall be made by the mutual consent of the Employer and the employees. Furthermore, any change in the number of staff employed and the number of children enrolled shall be made by mutual consent of the Employer and the employees.

**SIGNED ON BEHALF OF THE
UNION:**

**SIGNED ON BEHALF OF THE
EMPLOYER:**

George Heyman
President

Carol Norell
Chairperson

Shelly Tisdall
Bargaining Committee

Deb Wilson
Staff Representative

Dated this _____ day of _____, 2006.