

COLLECTIVE AGREEMENT

between the

KITSILANO DAY CARE SOCIETY

and the

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

Effective from April 1, 2006 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. However it is noted that the normal retirement age is sixty-five (65). Sexual harassment shall be considered discrimination under this Article.

1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union of British Columbia, as the exclusive bargaining agent for all employees of Kitsilano Day Care Society for whom the Union is certified under the *Labour Relations 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 Relations Code of British Columbia*. Any employee failing to report for duty for this reason shall be considered to be absent without pay.

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

1.6 Union Shop

(a) All employees at the date of signing of this Agreement covered by the certification who are at the time members of the Union, will continue as members of the Union.

(b) As a condition of employment, 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 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 Leave With Pay for Stewards

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

1.10 Acquainting New Employees

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

1.11 Contacting at Work

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

1.12 No Disruption

The Union agrees that in the provisions of Articles 1.10 and 1.11 there will be no disruption to the normal operation of the Centre.

ARTICLE 2 - EMPLOYER'S RIGHTS AND EMPLOYEES' PROTECTIONS

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 Changes Affecting the Agreement

In the event that the Employer merges, amalgamates or combines all or any of its operations or functions with another organization, the Employer agrees that all benefits and conditions of employment held by the employees shall be maintained; or, at the employee's option, an employee who chooses to resign shall be compensated in accordance with Article 10.7.

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 names 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

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

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

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 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 Casual 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, educational leave, compassionate leave or other leave.

4.3 Notification of Employment (Regular Employees)

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, 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 (Casual Employees)

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

4.5 Job Descriptions

The Employer and the Union agree to set up a joint committee to prepare 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 shall be forwarded to the Union.

4.6 Hiring

Notice of all open permanent 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) weeks' notice of discharge or two (2) weeks' pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons for release. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees except payment of extended health, life insurance and dental plan benefits as cited in 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 within the Unit shall be the determining factor.

4.10 Definition of Seniority and Seniority List

Seniority is defined as the length of service in the bargaining unit from the date of hire for all employees and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall and access to preferred shifts, vacations, and other such working conditions, as set out in other provisions of this Agreement. Separate seniority lists shall be maintained for regular and casual 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, lay-off up to one (1) year, or leave of absence approved by the Employer.

4.12 Reduction in Hours

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

4.13 Layoff and Recall List

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

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

(c) *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.

(d) *Severance*

An employee being laid off may opt for severance pay as per Article 12.14 Severance instead of layoff and recall provisions, but not both.

ARTICLE 5 - WORKING CONDITIONS

5.1 Work Week and Work Day

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

5.2 Relief and Meal Breaks

The forty (40) hours per week required of an employee shall include two (2) fifteen minute relief breaks and a one (1) hour lunch break each day.

5.3 Staff Meetings

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

5.4 Board Meetings

Employees who are required to attend Board Meetings outside of their regular hours of work shall be compensated for any additional hours over and above the first two (2) hours of attendance per month at such meetings at straight time.

5.5 Administrative Time

A total of twenty-four (24) hours per month shall be made available to the Head Teacher or her/his designate for the purpose of doing administrative work in the centre. Such administrative time shall be included in the forty (40) hours of work per week. The Head Teacher shall not be included as part of the staff/child ratio during this administrative time.

5.6 Safety

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

An employee who considers that a practise being carried on within the day care premises is unsafe, or that equipment is faulty must report such practice or equipment to the Employer and 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 Child Care Regulation is met.

5.8 Work Environment

The Employer acknowledges its responsibility to establish and maintain policies and procedures, including appropriate channels of communication (between staff and staff, staff and parents, staff and Board), that promotes a positive work environment for their employees. Such policies and procedures and any revisions thereto shall be mutually agreed to by both Parties to this agreement and a copy of same shall be forwarded to the Union and to all present and new employees.

Failure of either party to abide by these policies and procedures shall be considered a violation of this Agreement and employees shall have recourse to the Grievance Procedure.

5.9 Communicable Diseases and Parasitic Infestations

- (a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer shall inform the primary care givers about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they shall be entitled to leave without loss of pay for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment.

(e) The Employer shall, in consultation with the designated employee(s), develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be 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 1st to December 31st inclusive.

6.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service one and two-thirds ($1\frac{2}{3}$) working days vacation for each calendar month prior to December 31st during which she/he receives pay for at least ten (10) days, upon completion of her/his probationary period.

6.3 Vacation Entitlement

All regular full-time employees in their second, third, and fourth calendar year shall be entitled to a credit of two (2) days vacation for each calendar month during which she/he receives pay for at least ten (10) days and is available to her/him to take any time within the calendar year.

All regular full-time employees in their fifth and subsequent calendar year shall be entitled to a credit of two and one half ($2\frac{1}{2}$) days vacation for each calendar month during which she/he receives pay for at least ten (10) days and is available to her/him to take any time within the calendar year.

All regular full-time employees in their tenth and subsequent calendar year shall be entitled to a credit of three (3) days vacation for each calendar month during which she/he receives pay for at least ten (10) days and is available to her/him 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. Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees.

6.5 Accumulation or Carryover of Vacation

Up to one-half ($\frac{1}{2}$) of the vacation entitlement may be deferred until the next year with prior written notice.

6.6 Part-time Employees

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

6.7 Approved Leave of Absence During Vacation

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

6.8 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year shall be prorated to the annual vacation credit as cited in Article 6.3 for each month, during which she/he receives pay for at least ten (10) days, worked during that calendar year.

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

Should the terminating employee have used more of their 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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
B.C. Day	

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

7.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on the scheduled day off of an employee, she/he shall be granted an equivalent time off without loss of pay.

7.3 Designated Holiday Coinciding with 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 Sick Leave Definition

- (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

For each calendar month for which she/he receives pay for at least ten (10) days, a permanent full-time employee shall earn paid sick leave at the rate of one and one-half (1½) days per month. Part-time employees shall be entitled to sick leave credits on a pro rata basis. Sick leave shall accumulate to a total of ninety (90) working days.

Effective January 1, 2007:

For each calendar month for which she/he receives pay for at least ten (10) days, a permanent full-time employee shall earn paid sick leave at the rate of two (2) 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 one hundred and twenty (120) working days.

8.3 Sick Leave Credit

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

8.4 Medical Confirmation

After sick leave of more than five (5) days in the current calendar year, the Employer may request medical confirmation and will pay costs incurred in obtaining such confirmation.

8.5 Maternity/Parental Leave

(a) The period of maternity/parental leave shall be in accordance with the Maternity/Parental 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 a further leave of absence without pay for a period of up to twelve (12) months. If she/he returns to work within this twelve (12) month period, she/he will be reinstated in her/his former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence. The employee agrees to confirm her/his return to work one (1) month before the end of the leave of absence.

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

(d) The employee shall not lose any accrued benefits over a period of maternity/parental leave.

8.6 Paternity Leave

There shall be a paternity leave consisting of two (2) days with pay. Upon request, the employee shall be granted a leave of absence without pay in accordance with Article 8.5(b).

8.7 Adoption Leave

An employee adopting a child who does not use leave as per Article 8.5 shall be granted a leave of absence with pay for two (2) days, with the option of a further leave of absence without pay in accordance with Article 8.5(b).

8.8 Compassionate Leave

In the case of bereavement in the immediate family, an employee shall be entitled to special leave at her/his regular rate of pay, from the date of death to and including the date of funeral, with, if necessary, an allowance for immediate return travelling time. Immediate family includes. employee's child, parent, spouse, common-law spouse, parent-in-law, sibling, grandparent, step-child and any other relative permanently residing with the employee.

Special leave with pay shall be granted to the employee in the event of serious illness in the immediate family of the employee or for other extenuating circumstances.

Compassionate leave will not exceed five (5) working days.

8.9 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. The employee shall give sufficient notice to arrange for a substitute.
- (b) The Employer agrees to cover all or part of the cost of all courses taken by an employee which, in the opinion of the Employer and the employee, will contribute to her/his professional development.
- (c) Leave of absence with or without pay at the discretion of the Employer shall be granted to the employee for the purpose of taking a required practicum. The employee shall give sufficient notice to arrange for a substitute.
- (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 Leave of Absence for Union Activities

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

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

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

8.11 Special Leave of Absence Without Pay

Special leave without pay for a period of up to six (6) months 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.

8.12 Special Leave With Pay

- (a) An employee may be granted special leave with pay for:
 - (1) Marriage of employeefive (5) days
 - (2) Attend a formal hearing to become a Canadian citizenone (1) day
 - (3) Attend a funeralone (1) day
 - (4) Serious household or domestic emergencytwo (2) days
 - (5) Moving household furniture and effectsone (1) day
 - (6) Serious illness in the immediate familyfive (5) days
 - (7) Emergency medical or dental appointment.....one (1) day
- (b) Two (2) weeks' notice is required to receive special leave with pay for Sections (a) and (b).
- (c) Special leave with pay shall be granted to an employee for job related court appearances.

(d) 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.

8.13 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.

8.14 Christmas Week Leave

All regular employees shall be granted leave with pay between December 25th and January 1st.

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

The Employer agrees to pay one hundred per cent (100%) of the monthly premium, at the dependent rate, if required, for all regular full and part time employees entitled to the Plan.

The Vision Care Benefit shall be four hundred dollars (\$400) every two (2) years effective July 1, 2006.

9.3 Dental Services Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premiums at the dependent rate, if required, for all regular employees entitled to coverage under the dental plan 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 the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which they are 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 employees 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.

10.3 Warning

Before any dismissal notice is given, the Employer shall give the employee a written warning notice outlining the reasons for dissatisfaction with the employee, and the employee shall be on a trial period of 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 casual 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 or suspended 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.

In the case of permanent layoff due to closure of the Centre, the employees shall also receive accrued sick leave to the date of closure of the Centre.

10.8 Employee Investigation

The Parties agree that in certain situations it may be in the best interest of both clients and employees that an employee be on leave from the centre during an investigation of conduct. The employee shall be considered to be on leave of absence with pay until the Employer makes a decision relative to imposing discipline. Any discipline resulting from such investigations shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

11.1 Grievance Procedure

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

11.2 Step 1

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

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

11.3 Step 2

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

11.4 Step 3

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

11.5 Arbitration

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

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

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

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

Each party shall bear one-half (½) of the expenses of the Arbitrator and any secretarial services required.

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

11.6 Disagreement of Decision

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

11.7 Technical Objections to Grievances

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

11.8 Violation of Time Limits

If there is a violation of the time limits and the onus for delay is upon the Union, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance shall be at an end. If the onus for

delay is on the Employer, then the grievance shall be deemed to have succeeded, and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.

11.9 Retroactive Settlements

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

ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES

12.1 Acting Senior Rate of Pay

When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis, for a period of at least five (5) consecutive working days, she/he shall be paid acting pay calculated from the date on which she/he commenced to act as if she/he had been appointed to that classification level for the period of which she/he acts.

12.2 Choice of Time Off or Pay for Overtime

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

12.3 Pay for Overtime Worked

An employee who is required to work overtime shall be compensated at one and one-half (1½) times the hourly rate of the employee computed on the basis of her/his normal working hours.

12.4 Compensating Time Off for Overtime Worked

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

12.5 Overtime Worked on a Designated Holiday

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

12.6 Vacation Paycheques

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

12.7 Mileage Payments and Auto Insurance

Employees using their own car for the Employer's business shall receive forty-nine cents (49¢) 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 own 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 except payment of benefits in Article 9 which shall be paid in full.

12.9 Casual Employees (Long Term)

Casual employees as per Article 4.2 working for a period of more than twenty-two (22) continuous days, shall be paid at Step 1 of the appropriate classification in Appendix A - Salary Scale and shall receive all benefits of their agreement excepting payment of medical, dental, and extended health and life insurance/AD&D benefits cited in Articles 9.1, 9.2 and 9.3. Long term casual employees shall be required to become members of the Union as per Article 1.6(b) and commence paying the initiation fee where applicable and the monthly Union dues.

12.10 Salary

All present and new employees shall be placed in their appropriate job classifications within the attached salary specifications and scales (Appendix A), based upon consideration of their previous experience and other job qualifications.

As of January 1, 1991 all present employees shall continue in their appropriate job classification(s) and current step rate(s) of pay. All employees hired after January 1, 1991 will be hired at the Step 1 (Year 1) wage rate.

All employees will move to the next appropriate wage rate step upon their annual anniversary date of hire.

When an employee changes from one job classification to another this movement shall be at the employee's current step level on the salary scale.

12.11 Payment of Wages

Employees shall be paid on the last working day prior to the fifteenth (15th) and the last day 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.

12.12 Criminal Record Checks

The Employer shall pay the cost of a criminal record check, as required by the Community Care Facilities Branch, for any regular or casual 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 Registered Retirement Savings Plan

Effective April 1, 2006:

The Employer shall match each employee's RRSP contribution to a maximum of eight and one-half percent (8.5%) of gross annual salary, less Provincial Government Direct Operating Grant contributions.

Effective January 1, 2008:

The Employer shall match each employee's RRSP contribution to a maximum of nine percent (9%) of gross annual salary, less Provincial Government Direct Operating Grant contributions.

12.14 Severance

Within thirty (30) calendar days of receipt of notice of resignation, or of notice to opt for severance under Article 4.13(d), a regular employee shall receive a severance pay equal to the amount of sick leave accumulated under the provisions of Article 8.2 Sick Leave Entitlement.

ARTICLE 13 - TERM OF AGREEMENT

13.1 Duration

This Agreement shall be binding and remain in effect from April 1, 2006 to 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 September 30, 2008, both Parties shall be deemed to have been given notice under this section on September 30, 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 until a strike or lockout occurs.

During the term of this Agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Yoshiko Kimura, Board Member

Maureen Feeney, Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX A - SALARY SCALE

Classification	Step	Effective January 1 st , 2005	
		Monthly \$	Hourly \$
Head Teacher	*1	3,428	19.78
	*2	3,531	20.37
	*3	3,637	20.98
	4 1	3,746	21.61
	5 2	3,858	22.26
	6 3	3,974	22.93
	7 4	4,093	23.61
Teacher	1	2,989	17.24
	2	3,079	17.76
	3	3,171	18.29
	4	3,266	18.84
	5	3,364	19.41
	6	3,465	19.99
	7	3,569	20.59
Assistant Teacher	1	2,725	15.72
	2	2,807	16.19
	3	2,891	16.68
Assistant In Training	1	2,592	14.95
	2	2,670	15.40
	*3	2,750	15.87
Casual Teacher (Short Term)	1		13.20
Casual Assistant	1		11.99
Casual Assistant In Training	1		10.91

- Effective January 1, 2007, a 2% increase on all wage rates, or an amount equivalent to the percentage increase in the Consumer Price Index, for the City of Vancouver, for the period January 1, 2006 to December 31, 2006, whichever is greater.
- Effective January 1, 2008, a 2% increase on all wage rates, or an amount equivalent to the percentage increase in the Consumer Price Index, for the City of Vancouver, for the period January 1, 2007 to December 31, 2007, whichever is greater.

*Note: *Steps to be eliminated as of date of ratification (June 22, 2006).*

CLASSIFICATION DEFINITIONS

Head Teacher

The ECE qualified staff person, with a minimum five (5) years of experience as Assistant Head Teacher, in charge of the Centre, with administrative responsibilities, who directs its day-to-day operations and is engaged in the caring for the children.

Teacher

The ECE qualified staff person, with three (3) or more years of experience as a certified worker in the field, has some administrative capabilities and is engaged in the caring for the children.

Assistant Teacher

The ECE qualified staff person, with less than three (3) years experience as a certified worker in the field and is engaged in caring for the children.

Assistant-In-Training

The staff person in the process of obtaining their ECE qualifications and is engaged in the caring of the children under the direction of a qualified teacher.

Casual Teacher

An ECE qualified person as defined in Article 4.2 who has not worked more than twenty-two (22) continuous days as per Article 12.9, with three (3) or more years of experience as a certified worker in the field and is engaged in caring for the children.

Casual Assistant

An ECE qualified person as defined in Article 4.2 who has not worked more than twenty-two (22) continuous days as per Article 12.9, with less than three (3) years experience as a certified worker in the field and is engaged in caring for the children.

Casual Assistant-In-Training

A person as defined in Article 4.2 who has not worked more than twenty-two (22) continuous days as per Article 12.9, in the process of obtaining their ECE qualifications and is engaged in caring for the children under the direction of a qualified teacher.

MEMORANDUM OF AGREEMENT #1

The Parties agree that, in addition to the wage rates provided for in Appendix A – Salary Scale, employees shall be entitled to an additional premium of three dollars (\$3.00) per hour for all hours worked. The Parties further agree that the additional premium is dependent upon the Child Care Operating Funding Program (CCOFP) through the Ministry of Community, Aboriginal and Women’s Services (MCAWS).

If, at any time during the term of the Collective Agreement, the terms, conditions or amounts of the CCOFP are amended such that the premium can be increased; or if at any time during the term of this collective agreement the terms, conditions or amounts of the CCOFP are amended such that the premium is no longer sustainable; the Parties agree to meet to renegotiate the terms of this MOA.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Yoshiko Kimura, Board Member

Meredith Greene, Bargaining Committee

Maureen Feeney, Staff Representative

Dated this _____ day of _____, 200_____.

MEMORANDUM OF AGREEMENT #2

The Parties agree to create a job classification of Assistant Head Teacher for the duration of Ms. Greene's employment with Kitsilano Day Care Society.

The position of Assistant Head Teacher recognizes the additional duties and responsibilities of Meredith Greene.

The salary for this position, effective the date of ratification of this Agreement, shall be \$3,675 per month (\$21.20/hour). The position will receive any and all wage increases equivalent to those negotiated for other employee classifications. Additionally, this position will receive the wage premium as per Memorandum of Agreement #1.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Yoshiko Kimura, Board Member

Meredith Greene, Bargaining Committee

Maureen Feeney, Staff Representative

Dated this _____ day of _____, 200_____.