

**COLLECTIVE AGREEMENT**

**between the**

**KID'S COTTAGE DAY CARE SOCIETY**

**and the**

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

**Effective from September 1, 2005 to August 31, 2010**

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**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

(a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Kid's Cottage Day Care Society and the B.C. Government and Service Employees' Union.

(b) The parties to this agreement share a desire to improve the quality of service to the public of British Columbia. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

**1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**1.3 Management Rights - General Provisions**

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

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

**1.4 Human Rights Act**

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

**1.5 Use of Terms**

(a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context require.

(b) *Singular and Plural* - Whenever the singular is used the same shall be construed as meaning the plural if the facts so require.

**1.6 Definitions**

(a) *Permanent Employee*

(1) A permanent full-time employee is one who works regularly scheduled full-time shifts. These employees accumulate seniority and are entitled to all benefits outlined in this collective agreement.

(2) A permanent part-time employee is one who works on a regular part-time schedule of weekly hours which are less than the number of hours constituting full-time employment, but are seventeen (17) hours or more in a week. These employees accumulate seniority, and are entitled to all benefits outlined in this collective agreement.

(b) *Term Certain Employees* - These are employees hired for a specified period of time in order to perform a specific task. These Term Certain positions are usually a result of the need for specific assistance to an individual student or client and the funds to pay for the position are received under a

time define contract; however, it is recognized that Term Certain projects can also be for special projects other than that which may have been created by government programs, grants or special needs individuals.

Term Certain employees shall be considered terminated for cause upon completion of their specified term, unless that term is extended by the Employer with notice to the Union.

The specified period and the extension, if needed, will not exceed six (6) months duration except where the project is a Federal Government program. Where the total duration is greater than six (6) months, other than above, the Term Certain employee will be considered a casual employee for the purposes of seniority, retroactive to the first day of the Term Certain appointment.

(c) *Casual Employees*

(1) Casual employees are employed on an "on-call" basis to cover absences due to sick leave, vacation, special leave or any other approved leave, or to fill temporary vacancies or augment staff during peak periods, or on probationary terms for after school care assistant positions, or are employed on a regular part-time schedule of weekly hours which are less than seventeen (17) hours per week. Casual employees employed on an "on-call" basis shall not be employed for periods exceeding three (3) months on a continuous basis without the agreement of the Union.

(2) The Employer shall maintain a seniority list of casual employees which shall be supplied to the Union semi-annually.

(3) Casual employees shall accumulate seniority within a work unit from the date of hiring on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu;
- (iii) casual employees with seniority equal to sixty (60) full-time workdays will be considered in-service applicants when applying for vacancies but will be required to serve a probationary period if successful;
- (iv) casual employees shall be laid off and recalled for work, provided they are qualified, in order of seniority.

Where the Employer has tried to notify such employees, either by registered mail, telephone, telegram or direct personal contact, and has been unable to do so, then no violation of this article will have taken place.

(v) Casual employees shall lose their seniority if they refuse work on four (4) consecutive occasions or if they are on layoff for more than twelve (12) months.

(vi) Casual employees are covered by the provisions of this agreement except the following Articles: 10 except 10.1; 11; 12 except 12.1; 16, 17, 18, 19, 20 and 24.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

The bargaining unit shall consist of all employees in a unit composed of employees in the Day Care Centre at 2601 Lougheed Highway, Auditorium Building, Port Coquitlam, BC

The parties will make every attempt to freely and fully negotiate the matter of exclusions and to resolve the issues as expeditiously as possible. If the matter cannot be resolved it shall be referred to a mutually-acceptable arbitrator for resolution.

Where the Employer seeks to exclude a position, representation shall be made to the Union in writing. Where agreement is not reached within fourteen (14) days of receipt of initial representation, the matter shall be submitted to a mutually-acceptable arbitrator for adjudication.

The Employer shall make every attempt to provide time prior to making an appointment for the process outlined above to be completed. Where it becomes necessary to fill a new position in dispute the incumbent will not be considered in the unit until determination is made by the arbitrator.

Established or upgraded positions in the bargaining unit shall not be excluded except by mutual agreement or a decision of a mutually-acceptable arbitrator.

## **2.2 Bargaining Agent or Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees described above.

## **2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or his/her designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation or application of any clause in this agreement shall be forwarded to the President of the Union or his/her designate.

The Union agrees that all correspondence between the Union and the Employer shall be sent to the appropriate Employer designate.

## **2.4 No Other Agreement**

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

## **2.5 No Discrimination for Union Activity**

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

## **2.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

(b) A steward, or her alternate, must obtain the permission of her immediate supervisor before leaving work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

(c) Where the shop steward's duties are such that they will interfere with the proper operation of the Employer, such duties shall be performed outside of normal working hours.

- (d) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) carrying out duties within the realm of safety responsibilities; and
  - (5) attending meetings called by the Employer.

## **2.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union where the Employer can obtain permission to do so, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## **2.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## **2.9 Right to Refuse to Cross 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 operative provincial labour legislation. Any employee failing to report for duty 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.

## **2.10 Time Off for Union Business**

- (a) *Without Pay* - Leaves of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area if the time off is requested at least ten (10) days in advance;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
  - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board.
- (b) *With Pay* - Leave of absence with basic pay and without loss of seniority will be granted to two (2) employees who are on the Union's Negotiating Committee to carry on negotiations with the Employer when those employees are attending negotiating meetings with the Employer.
- (c) The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(d) To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay.

**2.11 Emergency Services**

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

**ARTICLE 3 - UNION SECURITY**

All present employees, as a condition of employment, shall remain union members in good standing if they are already union members and, if they are not, shall become union members within thirty (30) days after the signing of this agreement and shall remain members in good standing, and all new employees shall, as a condition of employment, become and remain members in good standing of the Union within thirty (30) days of employment.

**ARTICLE 4 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

**ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward who will provide the employee with a copy of the collective agreement.

**ARTICLE 6 - EMPLOYER-UNION RELATIONS****6.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers 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.

**6.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the division or section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer may, upon written request from the President of the Union, or his/her designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session, or seminar sponsored by the Employer for the employees covered by this agreement if such course, training session or seminar is being put on for the purpose of training the said employee in their employment. Such permission will not be unreasonably withheld.

**6.3 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. The Employer will not be required to provide information which is confidential or would cause undue expense.

**ARTICLE 7 - GRIEVANCES****7.1 Grievance Procedure**

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this agreement;
- (c) appointments, promotions and transfers pursuant to Article 11.

The procedure for resolving a grievance shall be the grievance procedure in this article.

## 7.2 Step 1

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

## 7.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 7.4, must do so no later than thirty (30) days after the date:

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

## 7.4 Step 2

- (a) Subject to the time limits in 7.3, the employee may present a grievance at this level to the local supervisor by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

## 7.5 Time Limits to Reply at Step 2

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

## 7.6 Step 3

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

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

## 7.7 Time Limit to Reply at Step 3

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

### **7.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 8, the President, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

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

### **7.9 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

### **7.10 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within ten (10) days of the date on which the dismissal or suspension occurred, or within ten (10) days of the employee receiving notice of dismissal or suspension.

### **7.11 Policy Grievance**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 8 of this agreement.

### **7.12 Technical Objections to Grievances**

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

### **7.13 Failure to Act**

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

### **7.14 Effective Date of Settlements**

Unless otherwise agreed to by the parties settlements reached at any step of the grievance procedure in this article, other than 7.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a Board of Arbitration.

### **7.15 Deviation from Grievance Procedure**

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

### **7.16 Investigator**

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement an investigator from the list in Appendix 2, or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

## **ARTICLE 8 - ARBITRATION**

### **8.1 Notification**

Where a difference arising between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 7, notify the other party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### **8.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix 2. The Arbitrator with the earliest date available shall be appointed.

### **8.3 Procedure**

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

### **8.4 Decision of Arbitrator**

The decision of the arbitrator shall be final, binding and enforceable on the parties. The arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which he deems just and equitable. However, the arbitrator shall not have the power to change this agreement or alter, modify or amend any of its provisions.

### **8.5 Disagreement on Decision**

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

### **8.6 Expenses of Arbitrator**

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

### **8.7 Amending Time Limits**

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

### **8.8 Witness**

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

### **8.9 Expedited Arbitration**

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

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 8.3.
- (h) The parties shall equally share the cost of the fees and expenses of the arbitrator .

## **ARTICLE 9 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **9.1 Dismissal and Suspension**

The Employer or his/her designate, may dismiss any employee for just cause. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension.

## **9.2 Dismissal and Suspension Grievance**

A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

## **9.3 Evaluation Reports**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An evaluation report shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

## **9.4 Personnel File**

(a) An employee, or the President of the Union (or his/her designate) with the written authority of an employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President of the Union (or his/her designate) as the case may be, shall give the Employer adequate notice prior to having access to such files.

(b) Letters of discipline, including warnings and suspensions shall be removed from an employee's personnel file upon the completion of eighteen (18) months from the letter's inclusion in the file. Letters of discipline concerning the safety or well-being of children in the care of Kid's Cottage Day Care society shall be removed upon the completion of five (5) years from the letters' inclusion in the file.

## **9.5 Right to Have Steward Present**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. A steward, where possible, shall not act on their own behalf, and shall have the right to have the union staff representative present.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

## **9.6 Rejection During Probation**

(a) The Employer may reject any new employee on probation for just cause.

(b) Except as provided below, all new employees shall be on probation for a period of ninety (90) workdays on the job.

(c) The right is reserved to the Employer to shorten or eliminate the probationary period for an individual employee in recognition of prior employment with the Employer, related work experience or demonstrated aptitude.

- (d) The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (e) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may appeal the decision through the grievance procedure as per Article 7 of this agreement starting at Step 2.

### **9.7 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity within ten (10) days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

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

Disciplinary action grievable by the employee shall include written censures, letter of reprimand and adverse reports or performance evaluation. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his file, he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record.

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

## **ARTICLE 10 - SENIORITY**

### **10.1 Seniority Defined**

For the purpose of this agreement:

- (a) "*Service seniority*" - shall mean the length of continuous service as a permanent employee with the Kid's Cottage Day Care. Service seniority for part-time and casual employees shall be prorated on the basis of one (1) year's service seniority for every one thousand eight hundred twenty-seven (1,827) hours completed.
- (b) "*Classification seniority*" - for a permanent employee shall be from that date upon which an employee is last appointed to his present classification with the status of a permanent employee.
- (c) Notwithstanding the provisions of 10.1(b), a permanent employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than cases where an employee takes a voluntary demotion in accordance with Article 11.3 of this agreement or is demoted through no fault of his/her own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related series. An employee who has been demoted shall receive the rate of pay for the new position.

### **10.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each permanent employee commenced employment in the Day Care Centre. An up-to-date service seniority list shall be sent to the President of the Union prior to the expiry of this agreement.

### **10.3 Loss of Seniority**

A permanent employee on leave of absence without pay other than leave of absence for an elected or appointed position in the Union, shall not accrue seniority for leave periods over thirty (30) calendar days.

A permanent employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification.

An employee will lose all his seniority rights and his employment is terminated where:

- (a) he/she is discharged for just cause and reasonable cause and is not reinstated;
- (b) subject to Article 10.4, he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff for more than twelve (12) months;
- (d) when he/she becomes a casual employee;
- (e) he/she abandons his/her position subject to Article 9.7;
- (f) he/she does not return to work in response to a recall from layoff, subject to Article 12.

### **10.4 Re-employment**

A permanent employee who resigns his/her position and within sixty (60) days is re-employed as a permanent employee shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits.

### **10.5 Same Service Seniority Date**

When two or more permanent or casual employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### **10.6 Bridging of Service**

If a permanent employee terminates as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) The employee must have been a permanent employee with at least one (1) year of service seniority at time of termination.
- (b) The resignation must indicate the reason for termination.
- (c) The break in service shall be for no longer than three (3) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **ARTICLE 11 - APPOINTMENTS, PROMOTIONS AND TRANSFERS**

### **11.1 Appointments Procedure**

- (a) All appointments, promotions and transfers shall be based on merit. The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment and any other

matters which are necessary or desirable having regard to the nature of the duties to be performed and consistent with the position description requirements.

(b) Where two or more applicants have knowledge, skill and ability which are equal, the applicant with the greater seniority shall be awarded the position.

### **11.2 Job Notices**

(a) When a vacancy occurs, or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Work Unit on all bulletin boards, within seven (7) days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.

(b) The Employer shall not advertise outside the agency for any position until the end of the seven (7) calendar days internal posting.

(c) Prior to posting a regular part-time position, the additional hours will be offered by seniority to regular employees who have the qualifications and work within the program/worksite in which the hours are available. Where the assignment does not conflict with an employee's regular schedule, the hours shall form part of her ongoing regularly scheduled hours.

(d) Such notice shall contain the following information: nature of position, experience, qualifications, required knowledge, education, skills, wage or salary rate, shifts and the closing date. Qualifications may not be established in an arbitrary or discriminatory manner. All job notices shall state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state "*this position requires union membership*".

### **11.3 Probation**

Upon appointment or promotion to a posted position an employee will service a probationary period of ninety (90) calendar day in the position to which he/she is appointed or promoted.

During the probationary period, the Employer may remove the employee from the position if the employee is found to be unsuitable for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Upon successful completion of probation, a permanent employee shall be confirmed in the position by the Employer. If the employee is found to be unsuitable in the new position within ninety (90) days he/she shall be returned to his/her former position. Probation may be extended for an additional ninety (90) days.

### **11.4 Trial Period**

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three (3) calendar months. If the employee is unable to perform the duties of the new job, or if the employee wishes to return to her former position, she shall be returned to her former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time, but in any event will not exceed six (6) calendar months.

### **11.5 Changes in Status - Probation**

A casual employee who has been appointed as a permanent employee in the same position without a break in service, may at the discretion of the Employer have all or part of the continuous period of service applied to the probationary period.

### 11.6 Interview Expense

An in-service applicant for a posted position who is interviewed during normal working hours shall not lose any pay as a result of the said interview.

### 11.7 Positions Temporarily Vacant

- (a) The Employer agrees that, except in the case of emergency, an employee's work load will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reasons.
- (b) In such instances, the Employer shall give qualified permanent employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category. Such substitution shall be on a seniority basis within the next lowest classification in which a qualified employee can be found.

## ARTICLE 12 - LAYOFF AND RECALL

### 12.1 Layoff and Recall

- (a) *Layoff* - In the event of a layoff the following shall apply:
  - (1) Casual employees shall be laid off in reverse order of seniority, prior to permanent employees, providing the remaining employees have the required qualifications to do the remaining work. If such is not the case, the Employer may layoff out of order of seniority only for the purpose of retaining employees with the required qualifications.
  - (2) Permanent employees shall be laid off in reverse order of seniority, provided the remaining employees have the required qualifications to do the remaining work. If such is not the case, the Employer may layoff out of order of seniority only for the purpose of retaining employees with the required qualifications.
- (b) *Recall*
  - (1) Permanent employees on layoff shall be recalled in order of service seniority, provided they have the required qualifications to do the work, prior to casual employees.
  - (2) Casual employees on layoff shall be recalled in order of service seniority, provided they have the required qualifications to do the work.
- (c) When a layoff occurs, a recall list shall be established and an employee's name will remain on the recall list for twelve (12) months from the date of his/her layoff.
- (d) New employees shall not be hired until those employees on the recall list have been given an opportunity of recall.
- (e) Laid off employees must ensure that the Employer is notified of where the employee can be contacted at all relevant times. Notice of recall shall be made by priority post. Employees will be given seven (7) days from the time the notice was initiated by the Employer in which to acknowledge receipt of the notice and indicate acceptance of the recall. Thereafter, the Employer may offer the recall to another person.
- (f) Employees who have accepted recall shall have fourteen (14) days after accepting recall to return to work.

### **12.2 Advance Notice**

The Employer shall notify permanent employees, who are to be laid off, twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) regular working days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

### **12.3 Initiation of Grievance**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

### **12.4 Severance Benefit**

If there is no recall pursuant to this agreement and the employee is therefore terminated, a permanent employee who has been employed for a minimum of one (1) year shall be eligible for a severance benefit at the end of the layoff or in lieu of layoff on the following basis:

- (a) (1) after twelve (12) months service - two (2) weeks pay;
- (2) after 3 (three) years service - three (3) weeks plus one (1) week for each additional year of service to a maximum of eight (8) weeks.
- (b) An employee who has been paid the layoff benefit set out in (a) above and who is subsequently reappointed shall commence a new employment for the purposes of the collective agreement.
- (c) An employee shall have the option of electing to receive the severance benefit immediately on layoff in which event she shall be terminated.
- (d) The severance benefit is in addition to the notice provided for in Article 12.2.

### **12.5 Closure**

- (a) In the case of permanent closure of Kid's Cottage Day Care Society, each employee shall receive severance pay in accordance with Article 12.4 of this agreement.
- (b) In the event of closure, the Employer agrees to provide the employees with as much notice as possible, but in any event not less than thirty (30) days notice.
- (c) In the event of emergency closure, any day other than a Saturday, Sunday or designated holiday on which the daycare centre is officially closed shall be designated a closure, and no employee shall suffer any loss of pay.

## **ARTICLE 13 - HOURS OF WORK**

### **13.1 Hours of Operation**

The parties recognize the Employer's right to establish hours of operation to provide adequate service to the public and to fulfill the functions of the work unit.

### **13.2 Definitions**

For the purpose of this article:

"Day" - means a twenty-four (24) hour period commencing at 00:01 hours.

"Week" - means a period of seven (7) consecutive days beginning at 00:01 hours, Monday morning and ending at 24:00 hours the following Sunday night.

### **13.3 Hours of Work**

The annual hours of work exclusive of meal periods taken away from the workstation, but including paid holidays will be one thousand five hundred and sixty (1,560) to two thousand and eight (2,080) which is equivalent to an average of thirty to forty (40) hours per week.

### **13.4 Work Schedule**

- (a) Except as otherwise provided, the normal workweek for employees covered by this agreement shall consist of five (5) consecutive days between Monday and Friday inclusive.
- (b) Except as otherwise provided, the workday shall be seven (7) hours duration exclusive of meal period and these hours shall be scheduled between 0600 hours and 1800 hours.
- (c) When school is in session, the normal work schedule for the morning shift for the School Age Program shall be no less than two (2) hours duration, and the normal work schedule for the afternoon shift shall be no less than four (4) hours duration.

### **13.5 Changes in Starting and Finishing Times**

- (a) Temporary changes in shift schedules and starting and finishing time shall be established by the Senior Supervisor.
- (b) Permanent changes in shift schedule and start time and finishing time must be approved by the Employer.
- (c) New schedules shall be posted and placed in a binder for the employer representative.

### **13.6 Notification in Regarding Changes in Hours of Operation**

Except in cases of emergency, the Employer will give the Union thirty (30) days notice of anticipated changes in work schedules as a result of changes of hours of operation.

### **13.7 Rest Periods**

All employees shall have two fifteen (15) minute rest periods in each work period in excess of six (6) hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### **13.8 Meal Periods**

- (a) Meal periods shall be sixty (60) minutes in length.
- (b) An employee shall be entitled to take the meal period away from the workstation.
- (c) Meal periods shall be scheduled as closely as possible to the middle of the employee's work shift.

### **13.9 Minimum Hours**

- (a) Any employee who is called for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the regular rate.
- (b) In the event that an employee commences work on his shift, and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours pay at the regular rate, except where the work is suspended due to reasons beyond the control of the Employer, then two (2) hours must be paid.

(c) Article 13.9(b) does not apply to school students reporting for work on a school day in which event the student shall receive payment for the hours worked with a minimum of two (2) hours pay in any one day.

### **13.10 Staff Meetings**

A monthly two (2) hour staff meeting shall be held outside normal working hours. Compensation for such meetings shall be at applicable overtime rates.

### **13.11 Administrative Time**

The Head Supervisor shall be allotted eight (8) clear hours per month for the purposes of attending to daycare business. Such time shall be included in the normal hours of work and the Head Supervisor will not be included in the staff to child ratio during this time. Administrative time will be scheduled in a minimum of four (4) hour blocks.

## **ARTICLE 14 - SHIFT WORK**

### **14.1 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **14.2 No Shortfall**

There shall be no pay back for shortfall of annual working hours in the shift systems determined in this agreement.

### **14.3 Split Shifts**

No shifts shall be split for a period longer than the regularly scheduled meal period without the consent of the employee affected.

## **ARTICLE 15 - OVERTIME**

### **15.1 Definitions**

- (a) "*Overtime*" means work performed by a full-time permanent employee in excess of his regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.

### **15.2 Authorization and Application of Overtime**

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the

overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Union.

### **15.3 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime for work in excess of eight (8) hours per day.
- (b) Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### **15.4 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

Where the employee opts for payment in cash, the Employer shall make every reasonable effort to make payment by the end of the month following the month in which

- (a) overtime was worked; and/or
- (b) cash payment was elected as provided for in Article 15.6 of this agreement.

### **15.5 Sharing of Overtime**

Overtime work shall be allocated equitably considering availability, suitability and location of employees.

### **15.6 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday; and
  - (2) double time for hours worked in excess of 15.6(a)(1).

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

- (b) Employees shall have the option of being compensated for overtime in cash or requesting compensatory time off.

If the employee elects to take compensatory time off the Employer shall make every reasonable effort to schedule such time off by mutual agreement within sixty (60) days from it being earned.

If mutual agreement on the scheduling of compensatory time off cannot be reached, the employee may elect, at any time after the sixty (60) days, to receive payment for such unscheduled compensatory time off.

- (c) Any overtime due as at December 31<sup>st</sup> or on termination shall be paid in cash.

### **15.7 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

### **15.8 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An emergency shall

include but not be restricted to situations which require the attendance of an employee in order to provide adequate supervision and care for children.

### **15.9 Overtime for Part-time Employees**

Part-time employees working less than the normal hours per day of a full-time employee, and who are required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee. Regular overtime rates of a part-time employee shall apply in the same manner that they are applied to full-time employees.

### **15.10 No Callout**

Employees shall not be subject to callout, unless mutually agreed.

### **15.11 Rest Interval After Overtime**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to hours worked on the next regular shift.

## **ARTICLE 16 - PAID HOLIDAY**

### **16.1 Paid Holidays**

- (a) 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
British Columbia Day	

Any holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

- (b) In addition to the above paid holidays, each permanent employee shall be entitled to a paid holiday on either Christmas Eve day or New Year's Eve day, to be mutually agreed amongst employees. Minimum staffing levels shall be maintained.

### **16.2 Holidays Falling on Saturday or Sunday**

- (a) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.

- (b) Where there is a work dependency between employees covered by this agreement and private sector employees, the parties may, by mutual agreement, amend (a) above.

### **16.3 Holiday Coinciding with a Day of 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 day of vacation.

**16.4 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he/she shall receive the higher rate.

**ARTICLE 17 - ANNUAL VACATIONS**

**17.1 Annual Vacation Entitlement**

*Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>. Annual vacation entitlement is earned on all hours worked.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(a) A permanent full-time employee who has received at least ten (10) days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

<b>Vacation Years</b>	<b>Working days</b>
First to third .....	15
Fourth to sixth .....	18
Seventh to eighth .....	20
Ninth to tenth .....	22
Eleventh to fourteenth.....	25
Fifteenth and thereafter .....	30

(b) Vacation entitlement for permanent part-time employees shall be prorated based on all hours worked.

**17.2 Vacation Earnings for Partial Years**

(a) (1) During the first partial year of service, a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which he/she earns ten (10) days pay.

(2) Any unused vacation earned during the first partial year will be paid to the employee at December 31<sup>st</sup> of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. Where an employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion on December 31<sup>st</sup> of that year, or on termination.

(c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

**17.3 Vacation Scheduling**

The scheduling of vacations shall be by mutual agreement of the employee and the Employer. Where there is a conflict between employees in the scheduling of vacations, seniority shall be the determining factor.

**17.4 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) When a payday falls during a permanent employee's vacation, the employee shall be entitled to have the paycheck forwarded to a mailing address supplied by the employee in writing.
- (c) Once per calendar year, if reasonably possible, upon thirty (30) days written notice, a permanent employee shall be entitled to receive prior to commencement of a vacation a payroll advance equivalent to the amount of any regular paycheck issued during the vacation period.

**17.5 Approved Leave of Absence with Pay During Vacations**

- (a) When an employee is qualified for bereavement leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.
- (b) When an employee is qualified for sick leave for a period in excess of two (2) days with pay during his/her vacation period, there shall be no deduction from vacation credits for such leave. In the case of sick leave, the employee can claim sick leave for the third and following days up to the available sick leave credit. A note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time.

**17.6 Call Back on Vacation**

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

**17.7 Vacation Relief**

Where vacation relief is required, the Employer shall give permanent employees the opportunity to substitute in higher paying positions if the employees have the necessary qualifications, and arrange for staff replacement at the lowest paying category unless an employee has previously demonstrated in the higher paying position that he/she does not have the necessary skills and abilities.

**17.8 Earned but Unused Vacation Entitlement - Death**

Earned, but unused vacation entitlement shall be made payable upon the employee's death, to the employee's dependent, or where there is no dependent, to the employee's estate.

**ARTICLE 18 - SICK LEAVE****18.1 Sick Leave Entitlement**

- (a) Permanent full-time employees shall be entitled to twenty (20) days of sick leave credits in each calendar year. Sick Leave credits shall not be accumulated from year to year.
- (b) A permanent part-time employee shall be entitled to sick leave credits on a pro rata basis.
- (c) Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at his regular rate of pay for a maximum period equivalent to his accumulated sick leave credit.

**18.2 Employee to Inform Employer**

The employee shall make every reasonable effort to inform the Employer as soon as possible of his/her inability to report to work because of illness or injury and advise of the expected date of return.

### **18.3 Sick Leave Application Form**

An employee absent from work through illness or injury shall, within five (5) days of the initial date of absence, submit a fully completed sick leave application form. The Employer may request that a report from a qualified medical practitioner accompany the application for sick leave if the absence is over five (5) days. The Employer may also request a report from a qualified medical practitioner when it appears that a pattern of a consistent absence is developing.

### **18.4 Deduction of Sick Leave**

All absences on account of illness or injury (exclusion of designated paid holidays) shall be charged against an employee's sick leave credits except that medical and dental appointments shall be dealt with pursuant to Article 19.11.

### **18.5 Ineligible for Sick Leave**

An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay, under suspension, on strike, on layoff, or locked out.

### **18.6 Sick Leave Records**

Upon request an employee shall be advised in writing of the balance of his/her sick leave credits.

### **18.7 Expiration of Sick Leave**

An employee will not lose her employment because she has exhausted her sick leave entitlement.

### **18.8 Long Term Disability and Weekly Indemnity**

The Employer will provide a Long Term Disability Benefit Plan and a Weekly Indemnity Benefit Plan to full-time employees. The Employer shall pay one hundred percent (100%) of the premiums for both plans. The Weekly Indemnity Benefit Plan shall commence after the sick leave period, and is payable from the twenty-first (21<sup>st</sup>) day of absence due to accident or sickness. The Long Term Disability Benefit Plan will commence at the completion of Weekly Indemnity Benefit Plan benefits.

## **ARTICLE 19 - SPECIAL AND OTHER LEAVE**

### **19.1 Maximum Leave Entitlement**

Maximum leave entitlement under Articles 19.3 and 19.4 shall not exceed a total of ten (10) workdays per calendar year, unless additional special leave is approved by the Employer.

### **19.2 Bereavement Leave**

(a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed five (5) workdays.

(b) Immediate family is defined as an employee's parent, grandparents, grandchild, spouse, same sex partner, common-law spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, niece, nephew, aunt, uncle, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

### 19.3 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

- (1) .....marriage of the employee.....3 days
- (2) .....attend wedding of the employee's child .....1 day
- (3) .....birth or adoption of employee's child.....1 day
- (4) .....serious household or domestic emergency .....1 day
- (5) .....moving household furniture and effects .....1 day
- (6) .....attend his/her formal hearing to become a Canadian citizen .....1 day
- (7) .....attend funeral as pall-bearer or mourner .....½ day
- (8) .....court appearance for hearing of employee's child.....1 day

(b) Two weeks' notice is required for leave under subsection (a)(1), (2), (5) and (6).

(c) For the purposes of subsections (a)(2), (3), (4), (5), (6), (7), and (8), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under subsection (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

### 19.4 Family Illness

In the case of illness of a member of the immediate family of an employee, as defined in Section 19.2(b) when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of three (3) days paid leave at any one time for this purpose. The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

### 19.5 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

### 19.6 Leave for Court Appearance

(a) The Employer shall grant paid leave to permanent employees, other than employees on leave without pay, who serve as jurors or who are subpoenaed to give evidence in a court action, provided such court action is not occasioned by the employee's private affairs, and the leave is on a day on which she would normally have worked.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

- (c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her for those services except travelling and meal allowances not reimbursed by the Employer, and shall furnish proof of jury or witness service and pay received.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment with the Kid's Cottage Day Care requiring attendance at court shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay. If the employee fails to notify the Employer, he/she will be considered to have abandoned his position as per Article 9.7.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **19.7 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of examination when they are made aware of the time and place.

### **19.8 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A permanent employee may be granted leave without pay or if the course is successfully completed leave with partial pay to take courses in which the employee wishes to enrol.

### **19.9 Professional Development**

- (a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, permanent employees shall be entitled to up to one (1) day leave with pay per year for the following purposes;
  - (1) to attend conferences or conventions related to the employee's field or specialization;
  - (2) to participate in seminars, workshops, symposia, or similar out of service programs to keep up to date with knowledge and skills in their respective field.
- (b) Professional development leave shall not be cumulative.
- (c) Employees wishing to proceed on professional development shall submit a request, in writing, to the Employer indicating the leave required and the relevance to the employee's job. On return, the employee will submit a summary on the symposium/seminar for the benefit of other employees.
- (d) An employee who uses a regularly scheduled day off for a professional development day shall be entitled to a scheduled workday off at a mutually agreeable time to the employee and the Employer.
- (e) The Employer may reimburse an employee, proceeding on paid leave, all or part of his/her expenses.
- (f) An employee who attends a conference, convention, seminar, staff meeting, or meeting of a similar nature, at the request of the Employer, shall be deemed to be on duty and, as required, on travel status; however, such time shall not be counted as part of the professional development leave.

- (g) Opportunities to attend such programs or events shall be equitably rotated among all employees.
- (h) The Employer agrees to pay the tuition fees to a maximum of one hundred dollars (\$100) for one (1) night course during each calendar year. This benefit shall apply only to permanent employees.

### **19.10 Other Leave**

The Employer may grant leave of absence without pay to an employee requesting such leave on an application made by the employee. Except in the case of an emergency, the application must be made in writing at least thirty (30) days before the date leave is sought stating the length of the leave and the reason for the request. The Employer shall respond in writing, within fourteen (14) days, stating, if applicable, reasons why leave was denied.

The application may be granted by the Employer after consideration of the employee's seniority and the efficient operation of the centre. Approval for such leave will not be withheld unreasonably.

### **19.11 Elections**

Any employee eligible to vote on 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.

### **19.12 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for an employee or for dependent children shall be permitted, but where any such absence exceeds two hours, the full-time absence will be charged to the entitlement described in Article 19.1.

### **19.13 Definition of Child**

Wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

## **ARTICLE 20 - MATERNITY LEAVE**

### **20.1 Maternity/Parental Leave**

A pregnant employee shall qualify for maternity leave upon completion of the initial probationary period.

- (a) The initial period of maternity/parental leave shall be in accordance with the maternity/parental provisions of the *Employment Standards Act*, and is subject to the following conditions:
  - (1) The Employer agrees to maintain coverage of benefits pursuant to Article 24 and agrees to pay its share of these premiums.
  - (2) Vacation entitlements and vacation pay shall continue to accrue while an employee is on such leave. Vacations earned pursuant to Article 20.1(a) may be carried over to the following year.
  - (3) Upon return to work, an employee shall be credited with seniority for that period of leave taken in accordance with the *Employment Standards Act*.
- (b) Upon written notice, at least six (6) weeks prior to the expiration of the leave in Article 20.1(a), a regular employee shall be granted an unpaid leave of absence for a further period of up to twelve (12) months. The employee agrees to give six (6) weeks prior written notification of return to work.
- (c) The period of maternity leave without pay shall start at or after eleven (11) weeks before the expected date of delivery.

- (d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) On return from maternity leave, pursuant to Article 20.1(a) and 20.1(b) an employee shall be placed in her former position or in a position of equal rank and salary.
- (f) Maternity leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

## **20.2 Adoption Leave**

Upon request, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.

## **20.3 Seniority Rights on Re-employment**

- (a) An employee who returns to work after the expiration of her maternity or adoption leave shall retain service credits and seniority rights accumulated prior to the parental leave and shall be credited with additional service credits and seniority for the period of time covered by the maternity or adoption leave.
- (b) The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

## **20.4 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

## **20.5 Sick Leave Credits**

- (a) Illness arising due to pregnancy during employment and prior to leave of absence may be charged to sick leave credits.
- (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.

# **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

## **21.1 Conditions**

The Union and the Employer agree to fully comply with regulations made pursuant to the *Workers' Compensation Act*, the *Employment Standards Act*, or any other statute of the Province of British Columbia pertaining to the working environment which is applicable to the Employer. First aid kits shall be supplied in accordance with this section.

## **21.2 Injury Pay Provision**

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

## **21.3 Transportation of Accident Victims**

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

## **21.4 Working Hazards**

To the extent that it is reasonably possible the Employer agrees to maintain office furniture and equipment in a safe condition in order to avoid injury to employees. Employees, for their part and in their own interest, agree to advise the Employer of any such potentially injurious equipment.

## **21.5 Unsafe Working Conditions**

No employee shall be disciplined for refusal to work on a job which is unsafe.

After an on-site inspection by the appropriate authority and discussion with the Employer and where the appropriate authority finds that a condition is unsafe or unhealthy for continued employment at that site, employees will not be assigned to that site until conditions have been corrected. Employees so affected will receive their regular rate of pay. The Employer will have the right to re-assign employees to other duties.

## **21.6 Supply and Maintenance of Equipment**

A permanent employee shall not suffer any loss in salary in the event that he/she cannot carry out his/her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies.

## **21.7 Physical Fitness**

With the knowledge that a program of physical fitness will improve the health and well-being of the employees, the Union and the Employer agrees to encourage physical fitness.

## **21.8 Children's Immunization Record**

The Employer shall ensure that before enrollment, every child enrolled in a daycare has an up-to-date immunization record.

## **21.9 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 infestation.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer shall inform employees about the inherent risk of the communicable diseases or parasitic infestations.
- (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 ensure that 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 is in place.
- (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 22 - TECHNOLOGICAL CHANGE

### 22.1 Definition

"*Technological Change*" shall mean:

- (a) The introduction by the Employer into his/her work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business which will result in a layoff or termination of the employees by the Employer.
- (b) A change in the manner in which the Employer carries on his/her work, undertaking or business related to the introduction of that equipment or material.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

### 22.2 Notice and Bargaining

Where the Employer intends to make a technological change that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom the collective agreement applies, and
- (b) alters significantly the basis upon which the collective agreement was negotiated,

it shall give sixty (60) days notice in writing to the employees' bargaining agent of the technological change; and the Employer and the employees' bargaining agent shall, within fourteen (14) days of the date of the notice, commence collective bargaining for the purpose of reaching agreement as to the adjustment to the effects of the technological change and in what way, if any, the collective agreement shall be amended.

### 22.3 Failure to Reach Agreement

All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled without stoppage of work by arbitration set up in accordance with Article 8 of this agreement.

## ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of or failure to recall such employees.

## ARTICLE 24 - HEALTH AND WELFARE

### 24.1 Basic Medical Insurance

All permanent employees may choose to be covered by the Medical Services Plan of British Columbia. Benefits and premiums shall be in accordance with the existing policy of the Plan. The Employer and the employee shall each pay one-half (½) of the premium.

### 24.2 Extended Health Care

All permanent employees shall be covered by the Extended Health Care Plan. Benefits and premiums shall be paid in accordance with the existing policy of the Plan. The Employer shall pay one hundred percent (100%) of the premium.

### **24.3 Dental Plan**

All permanent employees may choose to be covered by the Dental Plan. Benefits and premiums shall be in accordance with the terms of the said Plan. The Employer shall pay seventy-five percent (75%) and employee shall pay twenty-five percent (25%) of the premium.

### **24.4 Group Life**

Should full-time permanent employees be enrolled in the Group Life Insurance, benefits and premiums shall be in accordance with the terms of the said Plan. The Employer shall pay one hundred percent (100%) of the premium.

### **24.5 Medical Examination**

Where the Employer requires an employee to have a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

### **24.6 Workers' Compensation Board Claim**

Where a permanent employee is on a claim recognized by the Workers' Compensation Board, which claim arose as a result of employment with the Employer, the employee shall be entitled to leave at her regular rate of pay, up to a maximum of the outstanding sick leave entitlement of the employee. Employees who so elect shall be deducted twenty-five percent (25%) of a day from their banked sick leave credits for each day on a Workers' Compensation Board claim until such time as the banked sick time is exhausted. Where an employee elects to claim leave with pay under this article, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

### **24.7 Legislative Changes**

If the premiums paid the Employer for any employee benefit covered by this agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees as may be mutually agreed between the parties.

### **24.8 Long Term Disability and Weekly Indemnity (moved from 18.8)**

The Employer will provide a Long Term Disability Benefit Plan and a Weekly Indemnity Benefit Plan to full-time employees. The Employer shall pay one hundred percent (100%) of the premiums for both plans. The Weekly Indemnity Benefit Plan shall commence after the sick leave period, and is payable from the twenty-first (21<sup>st</sup>) day of absence due to accident or sickness. The Long Term Disability Benefit Plan will commence at the completion of Weekly Indemnity Benefit Plan benefits.

### **24.9 Employees' Assistance Program**

The Employer recognizes that the abuse of alcohol and/or drugs constitutes an illness and employees so affected while undergoing recommended treatment will have the benefits he/she is entitled to in this grievance procedure and will retain seniority.

The Employer and the Union will establish a mutually agreed upon procedure to refer employees to a recognized agency for treatment.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

### **25.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

**25.2 Paydays**

- (a) Permanent and casual employees shall be paid biweekly on Thursday.
- (b) Upon written request, employees may elect to have their cheques mailed directly to any chartered bank or credit union in the Province of British Columbia.
- (c) If the cheque is not available on the payday, the Employer shall make every effort to arrange for the employee to be provided with an adequate advance on his/her salary.

**25.3 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties of this agreement. The applicable rates of pay are recorded as Appendix 1.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheques shall be confidential.

**25.4 Substitution Pay**

When an employee temporarily substitutes in a higher paid position, he/she shall receive the rate for the job. These substitute days are to be accumulated and recorded by the centre supervisor to be submitted for payment as close to the time the days are actually worked as possible.

**25.5 Pay on Temporary Assignment**

A permanent employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

**25.6 Pension Plan**

Participation in the RRSP is optional. If a permanent employee chooses to participate in this Plan, the Employer will contribute three percent (3%) for every three percent (3%) the employee contributes.

**ARTICLE 26 - REIMBURSEMENT OF EXPENSES AND TRAVEL COSTS****26.1 Vehicle Allowance**

Mileage allowances for all miles travelled on the Employer's business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover mileage to and from the employee's place of residence only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. The rate of reimbursement shall be twenty-seven cents (27¢) per kilometre (effective the first of the month following the signing of this agreement).

**26.2 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his/her skills or qualifications the cost of training and normal living and travel expenses as laid down in this agreement will be borne by the Employer.

**26.3 Expenses**

An employee in performing his/her duties may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances when the employee can be reasonably expected to provide his/her own meal.

**26.4 Child in Daycare**

Where an employee has a child enrolled in a daycare operated by the Employer, she/he shall have one hundred and twenty-five dollars (\$125.00) of the monthly daycare cost for each child sponsored by the Employer.

**26.5 Required Certificates**

Where the Employer requires an employee to be qualified to perform first aid duties, or to hold certificates or licenses, the cost of renewing the required certificate(s) or licenses shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight-time.

**ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION****27.1 Classification Specifications**

The Employer agrees to supply the President of the Union or his designate, with the classification specifications for those classifications in the bargaining unit.

**27.2 Job Evaluation Plan**

The Employer agrees that no job evaluation plan pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

**27.3 New Classifications**

When a new classification covered by this agreement is introduced, the classification and the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification or the pay of the job in question, the matter shall be referred to arbitration under Article 8 of this agreement. The new rate of pay shall be retroactive to the time the classification was established.

**27.4 Elimination of Present Classification**

The Employer agrees to consult with the Union prior to the elimination of any classification included in this agreement.

**ARTICLE 28 - CASUAL EMPLOYEES****28.1 Seniority on Applying for Permanent Positions**

When a starting level permanent position becomes vacant and the Employer intends to fill the vacancy and no permanent employee applies, the Employer will first consider the casual employees for the vacant position before looking elsewhere.

**28.2 Court Appearance**

Court actions arising from employment with the Employer requiring attendance at court, will be with full pay.

**28.3 Application of Statutes**

Casual employees will be covered by all applicable provisions of the *Employment Standards Act*.

## 28.4 Annual Vacations

A casual employee will be entitled to receive vacation pay at the rate of six percent (6%) of his/her regular earnings. Casual employees shall receive the unused portion of vacation pay upon termination or at December 31<sup>st</sup> of the year in which the vacation was earned.

## ARTICLE 29 - GENERAL CONDITIONS

### 29.1 Political Activity

(a) *Municipal and School Board Offices* - Employees may seek election to municipal and school board offices, provided that:

- (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee of Kid's Cottage Day Care Society;
- (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the Kid's Cottage Day Care position.

Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices* - There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Section 19.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Section 19.4(c). If not elected, the employee shall be allowed to return to his/her former position.

### 29.2 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his/her rights and obligations under it. For this reason, the trade union shall print sufficient copies of the agreement in a format mutually agreeable to the two parties, for distribution to employees.

### 29.3 Vehicles

If an employee is required to use his/her own automobile in the performance of his/her duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

### 29.4 Personal Duties

It is understood by both parties that work not related to the business of the Employer should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

## ARTICLE 30 - SECONDMENT

The Employer agrees that no secondment will occur with respect to persons covered by this agreement without the mutual agreement of the parties.

**ARTICLE 31 - SEXUAL HARASSMENT**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- (1) touching, patting or other physical contact;
  - (2) leering; staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

**31.2 Personal Harassment**

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment includes verbal or physical behaviour that is discriminatory in nature, based upon the *Human Rights Code of BC*. or gender identity and/or it is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
  - (2) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

### 31.3 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Chairperson of the Board. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (i) below.
- (c) The Employer's designate shall investigate the complaint and shall submit her report to the Chairperson of the Board in writing within fifteen (15) days of receipt of the complaint. The Chairperson of the Board shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Chairperson of the Board's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Chairperson of the Board may take interim measures to separate the employees concerned if deemed necessary.
- (f) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this article.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Chairperson of the Board 's or independent investigator's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
  - (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser; or
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this article, shall not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (j) This article does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under this article shall be treated in strict confidence by all parties involved.

(l) Where the alleged harasser is the Chairperson of the Board, the complaint shall be filed in writing within six (6) months of the latest alleged occurrence through the Union to an independent single investigator who will conduct an investigation and submit a report on the facts to the parties within twenty (20) days of being appointed. Where the proposed resolution is not acceptable, the Union may follow the procedure outlined in (i) above.

**ARTICLE 32 - TERM OF AGREEMENT**

**32.1 Duration**

This agreement shall be binding and remain in effect to midnight August 31, 2010.

**32.2 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 June 1, 2010, but in any event not later than midnight June 30,-2010.
- (b) Where no notice is given by either party prior to May 1, 2010 both parties shall be deemed to have been given notice under this section on May 1, 2010.
- (c) All notices on behalf of the Union shall be given by the President of the Union and on behalf of the Employer shall be given by the appropriate designate.

**32.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 32.2 of this article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**32.4 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.

**32.5 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

\_\_\_\_\_  
Necole Anderson, Board of Directors

\_\_\_\_\_  
Jacquie Peel, Bargaining Committee

\_\_\_\_\_  
Saira Rankin, Bargaining Committee

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

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

**APPENDIX 1  
HEALTH AND WELFARE BENEFITS**

<b>Life / AD &amp; D</b>	2 x Annual Salary (each)
<b>STIP</b>	
Waiting period	1 <sup>st</sup> day accident / 8 sick
Maximum benefit	\$800.00
Amount	66.67%
Tax Status	Non Taxable
Hospital	8 <sup>th</sup> day
Terminates	Age 65
<b>LTD</b>	
Waiting period	120 days
Maximum benefit	Graded
Non Evidence Maximum	\$1,500.00
Own Occupation	2 years
Duration of Benefit	5 years
Taxable benefit	Non Taxable
All Source Maximum	85&
<b>Extended Health</b>	
Deductible	NIL
Prescription Coverage	80%
Assure Drug Card	No
Paramedical	\$500
Vision Coverage	200/24 months
Eye Exams	\$50 / 24 months
Hospital	Semi private
Out of Country	100%
All other benefits	100%
Survivor benefit	12 months
<b>Dental Coverage</b>	
Annual Deductible	\$25 single / \$50 family
Basic	100%
Major	Not included
Endo and Perio	100%
Annual Maximum	\$1,500
Annual Maximum Combined	N/A

**APPENDIX 2  
STAFF HOURLY WAGES**

<b>Classification</b>	<b>Effective 01-Sept-04</b>	<b>Effective 01-Sep-05 (+2%)</b>	<b>Effective 01-Sep-06 (+3%)</b>	<b>Effective 01-Sep-07 (+3%)</b>	<b>Effective 01-Sep-08 (+3%)</b>	<b>Effective 01-Sep-09 (+3%)</b>
Senior Early Childhood Educator	\$ 20.22	\$ 20.62	\$ 21.24	\$ 21.88	\$ 22.54	\$ 23.21
Early Childhood Educator	17.27	17.62	18.14	18.69	19.25	19.83
School Age Supervisor	14.74	15.03	15.49	15.95	16.43	16.92
Relief Early Childhood Educator	11.25	11.48	11.82	12.17	12.54	12.92
Relief Supervisor	6% above employee's current rate of pay					

The wage rates set out in Appendix 1 are dependent upon the receipt of government funding. The parties acknowledge that the wage rates are not sustainable without funding from the relevant Ministry or Ministries. If the said funding is reduced or discontinued during the life of this agreement, the wage rates set out in the Appendix I shall be renegotiated. Should any level of government make available funds to supplement the wages set out in Appendix 1, the allocations of these funds shall be negotiated.

Notwithstanding the above, it is understood that reductions in government funding caused by the failure of the Employer to continue to apply for funding and/or grants it currently receives shall not result in the renegotiation of wage rates as set out in Appendix 1.

**APPENDIX 3**  
**LIST OF SINGLE ARBITRATORS AND INVESTIGATORS**

Vince Ready  
Judy Korbin  
John Steeves  
Chris Sullivan  
Ron Keras

**APPENDIX 4**  
**Section 54 of the Labour Relations Code**

1. If an Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

(a) the Employer must give notice to the trade union that is party to the collective agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and

(b) after notice has been given, the Employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

(i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of termination;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

2. If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the trade union.

3. Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 64 of that *Act*.