

**COLLECTIVE AGREEMENT**

**between the**

**MCGREGOR CHILD CARE SOCIETY**

**and the**

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

**Effective from April 1, 2006 to March 31, 2007**

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Whereas McGregor Child Care Society is an Employer within the meaning of the *Labour Code of B.C.* And whereas the Union is the Bargaining Agent for all the members of this Unit. This Agreement shall constitute the wages and working conditions for the employees.

## ARTICLE 1 - UNION RIGHTS AND RECOGNITION

### 1.1 No Discrimination

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

### 1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of McGregor Child Care Society (formerly Parent Encouragement Group Child Care Centre Society) for whom the Union is certified under the *Labour Relations Code* of British Columbia.

### 1.3 No Other Agreement

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

### 1.4 No Discrimination for Union Activity

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

### 1.5 Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in applicable B.C. Labour Legislation. Any employee failing to report for duty for this reason shall be considered to be absent without pay.

### 1.6 Union Shop

- (a) All employees at the date of signing of this Agreement covered by the certification who are at the time members of the Union, will continue as members of the Union.
- (b) As a condition of employment, employees who are hired after the date of signing of this Agreement shall become Union members from the date of hire.

### 1.7 Recognition of Shop Stewards

The Employer agrees to the operation of a shop steward system and the recognition of the steward elected by the Union. The Employer shall not discriminate against such stewards for carrying out the duties proper to that position.

### 1.8 Shop Stewards - Meeting the Employer

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

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

The steward may investigate and process grievances, or discuss and negotiate with the Employer on behalf of the Union, during regular working hours without loss of pay, provided scheduling can be arranged so that there is no additional cost to the Centre. Should any disciplinary meetings be held after work hours in which a steward must be present he/she shall be paid straight time wages.

### **1.10 Union Activity - Acquainting New Employees**

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

### **1.11 Contacting at Work**

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

### **1.12 Union Insignia**

A Union member shall have the right to wear or display the recognized insignia of the Union.

### **1.13 Worksite Meetings**

The Employer agrees that the membership will be allowed to hold Union meetings on the worksite, if required, after hours. The Union shall give one (1) week notice, or if a shorter notice period is required, the Union will request permission prior.

### **1.14 Use of Terms**

#### *(a) Masculine and Feminine*

The Masculine and feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it will be construed as meaning the other if the facts so require.

#### *(b) Singular and Plural*

Whenever the singular is used the same will be construed as meaning the plural if the facts so require.

### **1.15 Union Security**

(a) All employees in the bargaining unit who, on the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

(b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

## **ARTICLE 2 - EMPLOYER'S RIGHTS**

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

## ARTICLE 3 - EMPLOYER-UNION RELATIONS

### 3.1 Employer-Union Relations

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

### 3.2 Authorization and Deductions Check-off

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

(b) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee, whether or not the employee is a member of the Union, an amount equal to the regular dues payable by a member of the Union and remit said amount to the Union in accordance with Article 3.3.

### 3.3 Remittance of Union Dues

Before the fifteenth (15<sup>th</sup>) calendar day of each month the Employer will forward the dues deducted in the previous month, by cheque to the Secretary/Treasurer of the Union, together with a list of the names of employees and amounts deducted.

### 3.4 Dues Receipt for Income Tax Purposes

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

### 3.5 Alteration of Dues and Special Deductions

Upon receipt of a statement signed by the President and the Secretary/Treasurer of the Union stating that the Union has altered its dues check-off amount or has authorized a special deduction, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Article 3.3.

### 3.6 Notification of Staff Changes

The Employer agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

### 3.7 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the business address of the Union.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee shall be forwarded to the Union.

### 3.8 Copies of the Agreement

The Union and the Employer jointly agree to provide all present and new employees with a copy of the Agreement. The cost of reproducing this Agreement shall be shared by the Union and the Employer.

## ARTICLE 4 - STAFFING

### 4.1 Definition of Regular Employee

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

### 4.2 Definition of Auxiliary Employee

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

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

### 4.3 Staffing, Definition of Classifications

- (a) Early Childhood Administrator - A qualified member of staff in charge of and responsible to the Board for the day to day operations of the Centre including such financial responsibilities as are assigned by the Board of Directors of the Centre.
- (b) Early Childhood Educator II - A qualified member of staff responsible for the overall child care program including coordination of staff duties.
- (c) Early Childhood Educator I - A qualified member of staff responsible for implementing the child care program.
- (d) Early Childhood Assistant - A member of staff in the process of becoming qualified, responsible for the care of children and routine duties under the direction of the senior staff.
- (e) Special Needs Worker - A qualified member of staff responsible for implementing the special needs program.
- (f) Auxiliary employees working for more than twenty-two (22) continuous days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Articles 9.1, 9.2 and 9.3.
- (g) Notwithstanding Sub-Section (f) of this Article, auxiliary employees hired for a term of employment that is known to be, or reasonably expected to be for a period of twelve (12) consecutive months or more, shall be entitled to receive Employer paid coverage for Medical Services Plan of BC cited in Article 9.1 beginning with their seventh (7) month of employment.

### 4.4 Notification of Employment for Regular Employees

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, a copy of her/his job description, and a copy of this Collective Agreement. Copies of such letters shall be forwarded to the Union within five (5) working days.

### 4.5 Notification of Employment for Auxiliary Employees

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

### 4.6 Job Descriptions

The Employer will prepare and maintain job descriptions for all employees covered by this Agreement.

#### **4.7 Hiring Committee**

A Hiring Committee shall be maintained, consisting of two (2) Employer Board members, the Administrative Supervisor, and the Program Supervisor from the program which is hiring or her/his designate.

#### **4.8 Hiring**

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

#### **4.9 Priorities in Hiring**

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

#### **4.10 Probation**

A new employee is considered to be on probation for three (3) calendar months from the date of hire. The Hiring Committee will review her/his performance at the end of the second month, and give one (1) month's notice to the employee if the decision is made to extend the probationary period following this review. The probationary period may be extended up to an additional three (3) months. In case of discharge, a probationary employee shall be given two (2) weeks notice of discharge or two (2) weeks pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons for release. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees.

#### **4.11 Promotions and Transfers**

In making promotions and transfers, the skill, knowledge and efficiency of the employee concerned shall be the primary consideration, and where such qualifications are similar, seniority shall be the determining factor.

#### **4.12 Seniority - Definitions and Seniority List**

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

#### **4.13 Retention of Seniority**

Having acquired seniority in accordance with Article 4.12, an employee's seniority shall be retained and shall continue to accumulate while the employee is absent because of: sickness, accident, adoption leave, extended maternity leave, layoff up to one (1) year, or leave of absence approved by the Employer.

#### **4.14 Reduction of Hours**

(a) Reduction in hours shall be based on seniority, as per Article 4.12, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.

(b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Article 4.15.

#### 4.15 Layoff and Recall List

- (a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than three (3) years employment shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice. After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, as far as the resources of the Centre permit, shall be added for each subsequent completed year to a maximum of eight (8) weeks notice or pay in lieu of notice, as far as the resources of the Centre permit.
- (c) Any regular employee who has chosen layoff as per Article 4.15(b) shall have the right to decline a recall to work at reduced hours without loss of seniority.
- (d) *Layoff and Recall Process*
- (1) No layoff will occur without prior consultation with the Union.
  - (2) Any employee affected by a layoff shall receive written notification prior to layoff.
  - (3) In the event an employee is laid off, the employee will remain on the recall list for a period of one (1) year from the discontinuation of her/his position.
  - (4) If the employee's position is reinstated within the time period noted in (3) above, the employee will be recalled to her/his position.
  - (5) Notice of recall shall be made by telephone or, if unsuccessful, by priority post to the last address of the employee known to the Employer.
  - (6) An employee notified of recall shall be given ten (10) working days notice to report to work.
  - (7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.
  - (8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

### ARTICLE 5 - WORKING CONDITIONS

#### 5.1 Workweek and Workday

- (a) The regular working hours shall not exceed thirty-seven and one-half (37½) hours per week.
- (b) Subject to the exception cited in Article 5.1(c), the normal week for full-time employees shall consist of five (5) working days of seven and one-half (7½) hours each, from Monday to Friday inclusive.
- (c) The thirty-seven and one-half (37½) hours per week required of an employee may, with the approval of the employee and the Employer, be worked in a period of less than five (5) days.

#### 5.2 Relief and Meal Breaks

- (a) The thirty-seven and one-half (37½) hours per week required of an employee shall include two (2) fifteen (15) minute relief breaks each day. A one-half (½) hour lunch break will be included in the seven and one-half (7½) hours of duty per day. This hour relief/meal break may be taken in accordance with the needs of the staff and/or program.

(b) The above mentioned relief/meal breaks shall be taken at the convenience of the staff and programming needs and may be taken in various time allotments.

(c) Notwithstanding Article 5.2(a) and (b), the child/staff ratio must be maintained at all times without additional costs being incurred to the Centre.

### **5.3 Staff Meetings**

The Employer agrees to allow weekly staff meetings up to two (2) hours in length during working hours providing scheduling can be arranged so that there is no additional cost to the Centre. The weekly staff meeting shall be included in the thirty-seven and one-half (37½) hours of work per week at no additional cost to the Centre.

### **5.4 Board Meetings**

The Administrative Supervisor, the Program Supervisors, or their designates, shall attend Board meetings and be compensated with time off at straight-time, to be taken at a time as not to interfere with regular programming and at no cost to the Centre.

### **5.5 Safety**

The Employer agrees to provide and maintain proper first-aid, fire fighting and safety equipment on the premises. The Parties agree that there shall be compliance with all applicable statutes and regulations as per the Workers' Compensation Board.

An employee who considers that a practise being carried on within the day care premises is unsafe, or that equipment is faulty, shall have the right to refuse to work with such equipment or under such conditions. If the Employer does not agree, it shall be referred to the local Health Department or Workers' Compensation Board.

### **5.6 Licensing Standards**

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

### **5.7 Job Sharing**

Full-time regular employees may apply to the Employer to job share. Such requests to job share will not be unreasonably denied. The terms of any job sharing arrangement will not be implemented without the agreement of the Union. It is understood that any job sharing arrangement shall be at no additional cost to the Employer.

### **5.8 Communicable Diseases**

(a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infections.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infection, the Employer shall inform the primary care givers about the inherent risk of the communicable disease or parasitic infection.

(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 or direct exposure in the workplace, they shall be entitled to utilize sick leave for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal

matters arising from the exposure. Upon submission of receipts, an employee shall be reimbursed for an appropriate treatment not covered by the Extended Health Plan.

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

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

## **ARTICLE 6 - VACATIONS**

### **6.1 Calendar Year**

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

### **6.2 Vacation for the Incomplete Year**

Each regular full-time employee shall receive during the first incomplete year of service one and two-thirds ( $1\frac{2}{3}$ ) working days vacation for each month or major portion thereof worked prior to December 31<sup>st</sup> with the right to take days off as they are accumulated. This vacation time shall not be taken during the probationary period.

### **6.3 Vacation Entitlement**

Employees shall be permitted to take their vacation entitlement at any time during the calendar year as vacation schedule permits, based on operational requirements. The employer shall allow the maximum number of employees to take their complete vacation entitlement.

<b>Vacation Years</b>	<b>Days</b>	<b>Hourly Equivalent Based on 7.5 hr/day</b>
First to Fourth	20	150
Fifth to Ninth	25	187.5
Tenth to Fourteenth	30	225
Fifteenth to Nineteenth	31	232.5
Twentieth to Twenty-Fourth	32	240
Twenty-Fifth and Subsequent	35	262.5

### **6.4 Vacation Scheduling**

The time of vacation is to be determined by mutual agreement between the employees and the Employer. Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees.

### **6.5 Accumulation of Carryover of Vacation**

Up to one-half ( $\frac{1}{2}$ ) of the vacation entitlement may be deferred until the next year. A written declaration of this intent must be made before December 31<sup>st</sup> of the given year.

**6.6 Part-time Employees**

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

**6.7 Approved Leave of Absence During Vacation**

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

**6.8 Termination of Employment**

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

Should the terminating employee have used more of her/his vacation credit then entitled, she/he shall have the difference deducted from her/his final paycheque.

**ARTICLE 7 - DESIGNATED HOLIDAYS****7.1 Paid Holidays**

The following have been designated as paid holidays:

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

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

**7.2 Designated Holiday Falling on a Scheduled Day Off**

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

**7.3 Designated Holiday Coinciding with Employee's Vacation**

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

**7.4 Personal Floating Day**

Each employee shall be entitled to take one (1) additional paid holiday day per calendar year, provided no extra costs are incurred for substitutes or overtime.

**ARTICLE 8 - LEAVES****8.1 Definition of Sick Leave**

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

## 8.2 Sick Leave Entitlement

A permanent full-time employee shall earn paid sick leave at the rate of one and one-half (1½) days per month. Part-time employees shall be entitled to sick leave credits on a pro rata basis. Sick leave shall accumulate to a total of ninety (90) working days.

## 8.3 Sick Leave Credit

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

## 8.4 Emergency Care for Dependent, Aging Parent or Spouse

In an emergency situation, employees will be permitted to attend a dependent, aging parent or spouse for a period of up to six (6) days per year and such leave will be deducted from the employee's regular accumulation of sick leave.

Medical certificates will be provided to the Employer for any absence due to emergency medical care in excess of three (3) working days. The medical certificate will specify:

- (a) that the employee was unable to attend work and perform his/her regular duties as he/she was required to attend to a dependent, aging parent or spouse; and
- (b) the duration of the employee's required absence.
- (c) Additional time may be deducted from an employee's regular sick leave for dependent care as stated above, at the Employer's discretion.

## 8.5 Medical and Dental Appointments

Time off to attend medical and dental appointments will be scheduled to least interfere with the employee's regular hours of work. Time off during scheduled hours of work will be charged against the employee's regular accumulation of sick leave.

## 8.6 Medical Confirmation of Sick Leave

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

## 8.7 Maternity/Parental Leave

- (a) The period of maternity/parental leave shall be in accordance with the Maternity/Parental Provisions of the *Unemployment Insurance Act*.
- (b) Upon request, the employee shall be granted leave of absence without pay for a further period of up to two (2) years in addition to the time covered by the Maternity/Parental Provisions of the *Unemployment Insurance Act*. If she/he returns to work within this two (2) year period, she/he will be reinstated in her/his former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence. The employee shall submit notice in writing of intent to extend her/his leave no less than two (2) months prior to the end of the original period of leave and extensions shall normally be for no less than three (3) months. Extensions of less than three (3) months may be approved, dependent on the staffing needs of the Centre. The employee shall give two (2) month's notice in writing of her/his intent to return to work. Once an employee has given notice of intent to return to work, further requests for extensions to the period of leave may not be granted.

If the employee is returning to the position of Program Supervisor, she/he shall share a Co-supervisory position with the Acting Program Supervisor for one (1) week following her/his return. (The formula

for calculating the temporary Co-supervisor rate of pay is: Program Supervisor hourly rate + Assistant Supervisor hourly rate ÷ 2).

(c) If the employee applies for a position after the two (2) year period, she/he will be placed in the first equivalent position in the Unit that becomes vacant.

(d) If an employee maintains coverage for medical, extended health/life insurance or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the Maternity/Parental Provisions of the *Unemployment Insurance Act*. This clause shall be administered in accordance with Personnel policy.

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

### **8.8 Paternity Leave**

There shall be a paternity leave consisting of two (2) weeks with pay. Upon request, the employee shall be granted a leave of absence without pay for a period of up to six (6) months.

### **8.9 Bereavement Leave**

In the case of bereavement in the immediate family an employee shall be entitled to special leave at her/his regular rate of pay. Such leave will not exceed five (5) working days. An employee shall be entitled to take up to five (5) additional days leave from her/his sick leave entitlement, for a total leave of up to ten (10) working days. Immediate family includes: Employee's child, parent, spouse, common-law spouse, sibling, parent-in-law, grandparents, grandchild and any other relative permanently residing with the employee.

### **8.10 Leaves: Professional Development, Educational and Centre Development Day**

(a) Professional Development, Educational and Centre Development Day leaves are granted regular employees through the authority of the Employer Board upon the recommendation of the Centre Administrative Supervisor. The welfare of the Centre and the professional competence of the Centre employees are among the prime considerations in approved leaves for approved study, research, seminars, conferences, workshops, training sessions, professional observations, Centre Days or other professional development.

(b) Requests for such leaves must be made by employees by completing and submitting to the Employer the appropriate leave form, bearing the signature of recommendation of the Centre Administrative Supervisor, and setting out how the time will be used to the advantage of the employee and to the advantage of the Employer.

(c) Upon return from the leaves, the employee shall account for their activities during their leaves. This may be done orally or in writing as deemed appropriate by the Employer Board.

(d) Employees shall be granted a minimum of two (2) days professional development or educational leave with pay per annum.

(e) Any additional professional development leave, with pay, granted by the Employer Board above the prescribed minimum shall continue to be based upon individual application, the welfare of the Centre, the professional competence of the employee, need and merit.

(f) The Employer may cover the cost of the professional or educational experiences taken by an employee which, in the opinion of the Employer and the employee, will contribute to her/his professional development. Payment to a maximum of fifty dollars (\$50), upon approval by the Employer, will be made upon satisfactory completion of the experience.

(g) In addition, the employer will pay the tuition for up to two (2) employees per year to take an additional special needs course with a maximum tuition cost of one hundred fifty dollars (\$150) per course. Fee waivers are available for one employee per year for each course in early childhood education offered by Vancouver Community College.

(h) Leave of absence with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum.

(i) A minimum of one (1) day per annum shall be granted to each employee, with pay, for the purpose of developing the Child Care Centre.

### **8.11 Leave of Absence for Union Activities**

Provided that an appropriate substitute can be obtained, leave of absence without pay and without loss of seniority or benefits (which shall be paid by the Union) shall be granted during working hours:

(a) For employees who are elected or appointed representatives of the Union, to attend to Union business which requires them to leave their place of employment.

(b) For employees who are representatives of the Union Bargaining Committee, to discuss or negotiate directly with Employer representatives, or to attend meetings of the Bargaining Committee.

(c) To employees called by the Union to appear as witnesses before an Arbitration Board, the Labour Relations Board or the Human Rights Tribunal.

(d) For Employees selected for a full-time position with the Union for a period of one (1) year.

(e) For an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union.

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

### **8.12 Special Leave of Absence Without Pay**

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

### **8.13 Special Leave with Pay**

(a) Special leave with pay of up to five (5) days per year will be granted to the employee in the event of illness in the immediate family of the employee or for any of the following circumstances:

- (1) marriage of employee;
- (2) attend a funeral;
- (3) attend formal hearing to become a Canadian citizen;
- (4) serious household or domestic emergency;
- (5) emergency medical or dental appointment;
- (6) moving household furniture and effects.

(b) Special leave with pay shall be granted to an employee for job-related court appearances, provided that the action is not initiated by the employee against the Employer.

(c) Special leave with pay shall be granted to an employee serving as a juror. The employee shall remit to the Employer all monies paid to her/him by the Court excluding meal and travelling allowances not reimbursed by the Employer.

**8.14 Christmas Week Leave**

During the Christmas week from December 23<sup>rd</sup> at 5:30 p.m. to December 31<sup>st</sup> at 5:30 p.m., the Child Care Centre shall be closed. All regular employees whose regular working hours fall between 5:30 p.m. December 23<sup>rd</sup> to 5:30 p.m. December 31<sup>st</sup> inclusive, when the day care is closed, shall receive their regular rate of pay.

**8.15 Official Closure**

Whenever the College is closed the Child Care Centre will also be closed. Employees will receive their regular rate of pay for such a closure and the time will not count against vacation, CTO, or other leave.

**8.16 Personal Development Day**

All regular full-time employees shall be entitled to one (1) day per month with pay to be used as a personal development day. These days shall not be cumulative and shall be taken at such a time as not to interfere with regular programming and at no cost to the Centre.

**8.17 Elections**

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum is entitled to time off with pay as provided for under the terms of Election Legislation to cast her/his ballot.

**ARTICLE 9 - HEALTH AND WELFARE****9.1 Medical Services Plan of B.C.**

All regular employees and long-term auxiliary employees cited in Article 4.3 Subsection (g), whether full or part-time, may choose to be covered by B.C. Medical Services Plan or its equivalent. The Employer agrees to pay one hundred per cent (100%) of these costs at the dependent rate, if required.

**9.2 Extended Health and Life Insurance**

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

**9.3 Dental Services Plan**

The Employer agrees to pay one hundred per cent (100%) of the monthly premiums for all regular employees entitled to coverage under the dental plan, at the single rate, and remit same premiums to the Union.

**9.4 Vision Care**

The Employer agrees to pay one hundred per cent (100%) of the monthly premiums for all regular employees entitled to coverage under the Vision Care Plan, at the single and family rate, and remit same premiums to the Union (see Appendix C).

Vision care charges for the purchase of corrective lenses and frames or contact lenses. The maximum benefit payable shall be two hundred dollars (\$200) per person in two (2) calendar years.

**9.5 Remittance of Premiums**

The Employer agrees to remit premiums for the Extended Health, Life Insurance and Dental Services Plan in accordance with directives from the Union's Plan Administrator.

## **9.6 Workers' Compensation**

The Employer agrees to apply for and maintain coverage under the Workers' Compensation Board. When the Employer or the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which she/he is not compensated by Workers' Compensation.

## **ARTICLE 10 - DISCHARGE AND RESIGNATION**

### **10.1 Personnel Files**

An employee or her/his designate shall have full access to all material in his/her official personnel file at a time or at times mutually convenient to the employee and to the Employer. Examination of the contents of the official personnel file shall be in the presence of a person authorized by the Employer. An employee shall be provided at the time of filing with a copy of evaluation performance statements, letter of commendation and reprimand, and any other documents which may be the basis of disciplinary action. It shall be clearly indicated to the employee at the time of filing that such material is to be placed in her/his personnel file.

Any such documents, other than official evaluation reports, shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further related infraction.

### **10.2 Dismissal for Cause**

An employee may be dismissed or suspended for cause. All dismissals and suspensions shall, at the option of the employee, be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer.

### **10.3 Warning**

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

### **10.4 Notice of Dismissal**

In case of dismissal, the employee shall be given one (1) month's notice or one (1) month's pay in lieu of notice, except for probationary and auxiliary employees who will be given two (2) weeks notice or pay in lieu of notice.

### **10.5 Reinstatement for Unjust Cause**

If, as a result of the grievance and/or arbitration procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in her/his former position, or one of equal salary range, without loss of seniority, and shall be compensated by the Employer for all time lost as agreed by the Parties during the grievance procedure or in accordance with the determination of a Board of Arbitration.

### **10.6 Resignation**

The employee will make a reasonable effort to provide thirty (30) calendar days notice in writing prior to leaving.

### **10.7 Benefits**

In case of dismissal or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination.

## ARTICLE 11 - GRIEVANCE AND ARBITRATION

### 11.1 Grievance Procedure

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

### 11.2 Grievance Procedure, Step 1

Within thirty (30) days of the occurrence of the disputed matter, the employee shall:

- (a) Start the grievance procedure by delivering a written grievance to the Chairperson of the Child Care Centre.
- (b) Discuss the disputed matter with:
  - (1) the Supervisor, or his or her responsible official, or the other staff if the Centre works on a Co-supervisory system
  - (2) the Executive Committee of the Centre, or the Employer's delegated representative.

### 11.3 Grievance Procedure, Step 2

The grievance shall be referred to the Union Grievance Representative and to the Child Care Centre Board. The Parties shall exchange written summaries of their position upon receipt of such grievance, and shall have twenty (20) working days following receipt of such grievance to effect a mutually satisfactory settlement of the grievance.

If the grievance is not settled within twenty (20) working days at Step Two, the grievance shall be submitted to a Board of Arbitration for final and conclusive determination.

### 11.4 Arbitration

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

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

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

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

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

Saturdays, Sundays and statutory holidays shall not be counted in determining the time in which any such action must be taken under any of the aforementioned steps.

### 11.5 Disagreement of Decision

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

### **11.6 Technical Objections to Grievances**

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

### **11.7 Time Limits**

The time limits fixed in the grievance and arbitration procedures may be extended by mutual consent of the Parties but the same must be in writing. If there is a violation of the time limits and the onus for delay is upon the Union, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance shall be at an end. If the onus for delay is on the Employer, then the grievance shall be deemed to have succeeded, and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.

### **11.8 Retroactive Settlements**

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

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

### **12.1 Acting Senior Rate of Pay**

When an employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he will be paid at the senior rate.

### **12.2 Overtime**

(a) An employee who is required to work more than thirty-seven and one-half (37½) hours per week shall be compensated for those hours in excess of thirty-seven and one-half (37½) at one and one-half (1½) times the normal hourly rate for the classification and step of that employee.

(b) The minimum amount of time in any one day which may be counted as extra working hours is one-quarter (¼) hour. Time in addition to the first quarter hour shall be calculated to the nearest quarter hour.

(c) An employee may elect to receive time off in lieu of being paid for extra hours worked. The amount of time off will be one and one-half (1½) times the extra hours worked in excess of thirty-seven and one-half (37½) hours. This time shall be taken at a time mutually agreed upon by the employee and the Supervisor(s).

### **12.3 Vacation Paycheques**

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

### **12.4 Mileage Payments and Auto Insurance**

Employees using their own car for the Employer's business shall receive fifty-two point five cents (52.5¢) per mile or thirty-two point eight cents (32.8¢) per kilometre. Each employee using her/his own car for the Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

**12.5 Part-time Employment**

Regular employment on a part-time basis shall be subject to the same standards and conditions of employment which apply to a full-time permanent staff. Benefits and vacations shall be calculated on a proportionate basis.

**12.6 Auxiliary Employees (Long Term)**

Long term auxiliary employees hired for a term of employment that is known to be, or reasonably expected to be for a period of twelve (12) consecutive months or more shall serve a probationary period in accordance with Article 4.10 Probation. Should a long term auxiliary employee subsequently be awarded a regular position in the same program, within six (6) months of the completion of the long-term auxiliary position, she/he shall not be required to serve an additional probationary period.

**12.7 Short Term Auxiliary Employees**

(a) The provisions of Articles 4.1 Definition of Regular Employee; 4.3 Staffing, Definition of Classifications; 4.4 Notification of Employment for Regular Employees; 4.15 Layoff and Recall List; 5.7 Job Sharing; 6 Vacations; 7 Designated Holidays; 8 Leaves; 9 Health and Welfare; 10.4 Notice of Dismissal; 12.3 Vacation Pay cheques; 12.5 Part-time Employment; and Appendix A do not apply to Short Term Auxiliary employees.

(b) Should a short term auxiliary employee be awarded a regular position they shall be required to serve a probationary period in accordance with Article 4.10 Probation.

**12.8 Salary Step Scale**

(a) Employees shall be placed on the step scale in accordance with years of service at McGregor Child Care Centre.

Step 1 .....	Less than one (1) year of service
Step 2 .....	One (1) year to less than two (2) years of service
Step 3 .....	More than two (2) years of service
Step 4 .....	More than three (3) years of service

(b) Employees shall move to the next step in the scale upon their anniversary date of employment.

(c) Employees who are reclassified either by promotion or achievement of required qualifications, to a senior position, shall be placed at the same step of the new classification as they were in their former classification. Such employees' anniversary date, for the purpose of movement on the step scale, shall be the date that they were reclassified.

(d) All current employees at the time of the implementation of the scale shall be placed at their appropriate step in accordance with the above.

**12.9 Paid Holiday and Vacation for Short-Term Auxiliary Employees**

Auxiliary employees shall receive nine point four percent (9.4%) of their straight-time pay in lieu of scheduled vacations and paid holidays on each pay cheque.

**12.10 Payment of Wages**

All employees shall be paid on the last working day before the 15<sup>th</sup> and the last working day before the last day of each month prior to the end of the earliest shift.

The Employer agrees to provide the employees with a written statement of wages and the amount and purpose of each deduction at each pay period.

**12.11 Criminal Records Checks**

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

**12.12 Wage Enhancement Grants**

Should any level of government make funds available for the enhancement of day care staff wages, the Employer agrees to apply for and maintain such funds, providing the Employer is eligible. The Employer will notify the Union of any changes to the employee's payments arising from these funds.

**ARTICLE 13 - TERM OF AGREEMENT**

This Agreement shall be for the period from and including April 1, 2006 to and including March 31, 2007. Notice to re-open this Agreement shall be in accordance with applicable B.C. Labour Legislation.

Should neither Party give notice in the manner prescribed above, this Agreement shall continue in full force and effect, and neither Party shall make any change in the terms of the Agreement, or increase or decrease the rate of pay of any employee, until the Parties conclude a revision of this Agreement or enter into a new Collective Agreement.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

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

\_\_\_\_\_  
Carol Sicoli  
Human Resources Coordinator,  
Employee Development

\_\_\_\_\_  
Aileen Carrion  
Bargaining Committee

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

**APPENDIX A****RE: REGISTERED RETIREMENT SAVINGS PLAN**

The Employer will arrange to have an RRSP set up for employees.

1. All regular employees, upon the completion of his/her successful probationary period will have the option of enrolling into an RRSP. Participation in the RRSP is voluntary.
2. The Employer will be responsible for setting up the RRSP through an administrator and will ensure the employees receive all required information in order to meet with the administrator and plan their RRSP contributions and choice of investment fund.
3. Employees must authorize the Employer to deduct specified amounts from their wages each month for RRSP's. Tax deductions at source will be adjusted to accommodate the deductions. In authorizing such deductions, employees shall absolve the Employer of any responsibility for such funds following their remittance to the RRSP. The Employer will, on behalf of the employees, remit to a single designated administrator, on a monthly basis, the funds which have been deducted. It shall be the responsibility of the employees to direct the administrator concerning the investment of such funds.
4. Employee contributions will be matched by the Employer up to four hundred and fifty dollars (\$450) subject to the employee's contribution being verified by December 31<sup>st</sup> each year.
5. The Employer's contribution will be paid no later than January 30 each year beginning January 30, 2005.

**APPENDIX B**  
**SALARY SCHEDULE**

<i>Classification</i>	<i>Step</i>	<i>Effective April 1, 2005 (current)</i>	<i>Effective April 1, 2006 1.5% wage increase</i>
<i>ECE Administrator</i>	1	\$18.74	\$19.02
	2	\$19.15	\$19.44
	3	\$19.59	\$19.88
	4	\$20.07	\$20.37
<i>ECE II</i>	1	\$17.22	\$17.48
	2	\$17.65	\$17.91
	3	\$18.09	\$18.36
	4	\$18.58	\$18.86
<i>ECE I</i>	1	\$16.64	\$16.89
	2	\$17.07	\$17.33
	3	\$17.48	\$17.74
	4	\$17.98	\$18.25
<i>ECE Asst</i>	1	\$15.08	\$15.31
	2	\$15.44	\$15.67
	3	\$15.80	\$16.04
	4	\$16.24	\$16.48
<i>Auxiliary</i>	N/A	\$11.84	\$12.02

\*Any new auxiliaries shall be paid fifty cents (50¢) per hour less than the posted rate for the first one hundred and fifty (150) hours.

**APPENDIX C**  
**HEALTH AND WELFARE BENEFITS**

For additional details please refer to the benefits booklet provided by Pacific Blue Cross

Health and Welfare Plans shall allow dual coverage

Dependent children will eligible until reaching age 21, or age 26 if attending a school or university.

(a) *Extended Health Plan*

The Extended Health Plan shall provide the following coverage:

- Twenty-Five dollars (\$25) per year deductible per person or family
- One hundred percent (100%) reimbursement for eligible in-province expenses
- Vision care two hundred dollars (\$200) per two (2) calendar years
- Eye examinations once every two (2) years, to a maximum of seventy-five dollars (\$75)
- No Pharmacare tie-in
- Oral contraceptives
- Fertility drugs
- Paramedical Practitioners five hundred dollars (\$500) per year per person per practitioner
- Acupuncturist
- Chiropractor
- Physiotherapist
- Massage practitioner
- Naturopath
- Podiatrist
- Psychologist
- Speech language pathologist
- Hearing Aids to a maximum of four hundred dollars (\$400) in five (5) years