

COLLECTIVE AGREEMENT

between

**THE UNIVERSITY OF BRITISH COLUMBIA
CHILD CARE SERVICES PROGRAM**

and the

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

Effective from May 1, 2006 to April 30, 2010

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PREAMBLE

The purpose of this Agreement is to set forth and establish the terms and conditions of employment and to provide machinery for the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit of both parties and the community they serve.

The parties recognize that such mutual benefits are achieved by contributing to the University's mission of excellence in teaching and research through the provision of child care services that enhance the environment and opportunities for learning, teaching, working, and research for students, staff and faculty.

ARTICLE 1 - UNION RIGHTS AND RECOGNITION

1.1 No Discrimination

The University agrees that there will be no discrimination against an employee or intended employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, union membership, whether she/he has children, or because of a conviction for a criminal or summary conviction charge that is unrelated to the employment of the person.

Pursuant to the above, the parties hereto subscribe to the principles of the *Human Rights Code of British Columbia*.

1.2 Recognition

The University recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of the University of British Columbia Child Care Services Programs for whom the Union is certified under the *Labour Relations Code*.

It is expressly understood that parents or their designates are regularly engaged in activities of the centres (which may include duty time, supervision, clean-up, and other parent jobs) and these activities are an integral part of the centres. Therefore, it is agreed that all parents and their designees and all volunteers shall be excluded from all terms, conditions, and benefits listed in this Agreement.

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 University or its representatives which may conflict with the terms of this Agreement.

1.4 No Discrimination for Union Activity

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

1.5 Picket Lines

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

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

1.6 Union Security

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

1.8 Meeting the University

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

1.9 Stewards Leave with Pay

The steward may investigate and process grievances, or discuss and negotiate with the University on behalf of the Union, during regular working hours without loss of pay. There shall be no undue disruption of work, and the steward shall not leave work without first informing the Director.

1.10 Acquainting New Employees

The University 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.

The University shall provide new employees with the current collective agreement on their date of hire.

1.11 Contacting at Work

Representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement or its administration. The Union agrees that there shall be no undue disruption of work.

1.12 Recognition and Rights of Stewards

The University recognizes the Union's right to select stewards to represent employees. The University and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees there will be no undue disruption of work.

A steward shall make every effort to perform their duties of a steward outside of normal working hours. If this is not possible, a steward, or their alternate, shall obtain the permission of the Director or designate before leaving her work to perform her duties as a steward (outlined below).

The duties of a steward shall include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) carrying out duties within the realm of safety responsibilities, but only for those matters which are recognized as complaints of an urgent nature which require immediate attention;
- (d) attending meetings called by the University.

Permission shall not be unreasonably withheld. Leave for this purpose shall be without loss of pay. On resuming his or her normal duties, the steward shall notify their supervisor.

1.13 Time Off for Union Business

Leave of absence without pay and without loss of seniority will be granted:

- (a) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (b) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (c) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (d) to employees called by the Union to appear as a witness before an Arbitration Board or any other Labour Relations body or Human Rights Tribunal; or
- (e) leave for negotiations with the University;
- (f) to stewards to maintain all bulletin boards and binders;
- (g) leave for Union Observer.

1.14 Notification for Union Leave

The Union agrees to give a minimum of two (2) weeks notice when requesting leave for elected union representatives to attend activities of the Union. Should the Union request less than two (2) weeks notice and the leave can be accommodated without undue disruption of the child care centre, then said leave shall be granted. Should there be additional costs other than the regular rate of pay, then the Union shall pay such costs.

1.15 Bulletin Boards

The University agrees to ensure there is space available on bulletin boards within each centre for the Union to convey information to its members.

1.16 Union Insignia

Employees will be permitted to wear or display the recognized insignia of the Union.

ARTICLE 2 - UNIVERSITY'S RIGHTS

2.1 University's Rights

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

ARTICLE 3 - UNIVERSITY-UNION RELATIONS

3.1 University-Union Relations

No employee or group of employees shall undertake to represent the Union at meetings with the University without proper authorization by the Union. To implement this, the Union shall on January 1st of each year, supply the University with the names of its shop stewards and/or negotiating committee, and

similarly, the University shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. Each party shall supply periodic updates of changes to their respective lists, within one (1) calendar month of any such change.

3.2 Check-Off Authorization and Deductions

All employees covered by the certification, on their date of hire, as a condition of employment, shall be required to sign an authorization for dues deduction and initiation fee. The University shall deduct dues and, where applicable, the initiation fee from the wages or monthly salary of each employee who is covered by the certification and remit such amount to the Union in accordance with Article 3.3.

3.3 Remittance of Dues

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

3.4 Dues Receipt for Income Tax Purposes

The University agrees to include on the employee's T-4 slip the amount of union dues paid in the previous calendar year and all other amounts 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 University 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 University agrees to notify the Union in writing by copy of such letters to an employee when that employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

3.7 Correspondence

- (a) The University agrees that all correspondence between the University and the Union related to matters covered by this Agreement shall be sent to the business address of the Union.
- (b) The University agrees that a copy of any correspondence between the University and any employee covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement where there is any potential for conflict as it applies to that employee shall be forwarded to the Union.

3.8 Copies of the Agreement

The Union and the University 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 University.

3.9 Joint Consultation Committee

The purpose of the Joint Consultation Committee is to meet regularly about issues relating to the workplace that affect the parties or any employee covered by this agreement.

The committee shall be comprised of a maximum of two (2) members representing the University and two (2) members representing the Union.

The committee shall meet on a regular basis as determined by the committee at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

ARTICLE 4 - STAFFING

4.1 Definition of a Regular Employee

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

4.2 Definition of an Auxiliary Employee

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

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

See Article 15 for the employment status of auxiliary employees.

4.3 Staffing Structure

It is agreed that employees can and should make significant contributions to the operation of the centres. To this end, the University will consult with employees when considering any changes to the organizational or staffing structure of a centre.

4.4 Regular Employees' Notification of Employment

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, wage rate, job classification, and a copy of his/her 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 Auxiliary Employees' Notification of Employment

Auxiliary employees shall be informed in writing of the dates and terms of their employment in accordance with Article 4.4 for work periods in excess of twenty-two (22) days or more.

4.6 Job Descriptions

The University agrees to consult with employees when drawing up job descriptions. Copies of job descriptions for all employee classifications shall be forwarded to the Union.

4.7 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the University shall notify the Union in writing and post notice of the position in the University's offices, and in all centres, within seven (7) days of the vacancy or of the new position being established, for a minimum of five (5) calendar days, so that all members will know about the vacancy or new position.

The University shall not advertise outside the bargaining unit for any position until the end of the seven (7) calendar days internal posting.

- (b) If the vacancy is not filled within one (1) month after the closing date noted on the posting, the position shall be reposted.

4.8 Priorities in Hiring

First consideration will be given to qualified applicants from the centre in which the position is open and to employees on that centre's recall list. Second consideration will be given to other qualified applicants from UBC Child Care Services Programs including those on the recall list. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.

4.9 Consultation in Hiring

The University recognizes the importance of continuity and stability of each centre's staff team. Towards this end, the University shall consult with the applicable centre staff team before any final offers of permanent or long-term auxiliary employment are made to an applicant. However, the University shall make the final and binding decision.

4.10 Probation

(a) The University may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.3 of this Agreement. 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 has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for Senior Early Childhood Educators and professional employees registered by a recognized association, shall be six (6) months worked. The probationary period for all other employees shall be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

The University, with the agreement of the Union, may extend the probationary period or a further period not to exceed three (3) months worked, based on the normal hours of work of a full-time employee.

(c) Where an employee feels he/she has been aggrieved by the decision of the University to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 11 of this Agreement commencing at Step 3.

4.11 Performance Evaluations

There shall be a performance evaluation done for each employee prior to the end of the probationary period and every year thereafter and upon promotion to a senior position or transfer to another centre. Evaluation shall be done by the centre staff and the Director and the employee concerned shall be given sufficient opportunity to read and review the evaluation. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in one (1) of the places provided. No employee may initiate a grievance regarding the contents of an employee evaluation unless the employee has signed in the space indicating disagreement with the evaluation. An employee shall, upon request, receive a copy of the employee evaluation at the time of signing. An employee evaluation 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. The University agrees to ensure the secure storage of employee evaluations.

4.12 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. In the event the applicant proves unsatisfactory in the position during the trial period, the University may extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job or if the employee wishes to return to his/her former position, he/she shall be returned to his/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 his/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.

4.13 Seniority Definition and Seniority List

Seniority is defined from the date of hire with UBC Child Care Services Programs for all employees and shall include service with previous UBC Child Care Services Programs prior to the certification or recognition of the Union by the UBC Child Care Services Programs. Two (2) seniority lists shall be maintained, one (1) list for all UBC Child Care Services Programs, and a second list for each centre based upon date of hire or transfer to that centre. Employees on the lists shall include regular employees and long-term auxiliary employees who have completed their probationary period and are currently working for UBC Child Care Services Programs. Except for a reduction in staff hours or layoffs based upon a shortage of work, recall rights in Article 4.17 shall only apply to regular employees.

Seniority lists shall be made available to the Union on reasonable request.

4.14 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, on extended maternity leave, adoption leave, layoff up to twelve (12) months or any leave of absence approved by the University.

4.15 Reduction in Hours

- (a) Reduction in hours shall be based on centre seniority as per Article 4.13, 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 or long-term auxiliary employee offered a reduction of hours shall be given two (2) weeks written notice of the reduction.
- (c) Any regular or long-term auxiliary employees offered a reduction of hours shall have the right to choose layoff as per Article 4.17(a), (c) and (d).

4.16 Professional Fees

In those circumstances when the University requires a Child Care Services employee to have and maintain professional accreditation or licensing as a condition of employment, the University will pay fifty percent (50%) of the associated registration fees. Such a condition of employment must be included in the employee's position description.

New employees have the responsibility to possess the required professional accreditation or licensing upon beginning employment at the University. The University's obligation begins during the course of employment.

Until such time as the University does require Child Care Services employees to have and maintain professional accreditation, the University will continue to pay fifty percent (50%) of the registration fees, for regular employees, for the Early Childhood Educators' Association of British Columbia.

4.17 Layoff and Recall

- (a) Layoff and recall shall be based on centre seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than five (5) years employment shall receive four (4) weeks notice or four (4) weeks pay in lieu of notice. After the completion of a period of employment of five (5) years, one (1) week's notice shall be added for each subsequent completed year to a maximum of eight (8) weeks notice or pay in lieu of notice.

(c) Any regular employee who has chosen layoff as per Article 4.15(c) shall have the right to decline a recall to work at reduced hours, without loss of seniority.

(d) *Layoff and Recall Process*

(1) No layoff will occur without prior notice to the shop steward.

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

(3) A regular employee who is laid off will remain on the recall list for a maximum of twelve (12) months from the discontinuation of her/his position, regardless of any period the employee is not subject to recall under Article 4.17(d)(7). A long-term auxiliary employee who is laid off based upon a shortage of work or who chooses to be laid off under Article 4.15(c) will remain on the recall list until the original end date of the position for which she/he was hired.

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

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

(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 University informed of her/his current address and telephone number. If the employee is not available to be recalled to work for a period of time, they shall inform the University of this in writing and will be removed from the recall list for that period of time. They will be returned to their position on the recall list at the end of their period of unavailability by the University.

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

(9) If the employee informs the University, by telephone or by mail, that he/she is unwilling to be recalled, or if he/she fails to report as per (6) above, his/her position on the recall and seniority list is forfeited as of that date.

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

4.18 Criminal Records Checks

As a condition of employment, when an employee is hired he/she must obtain a criminal records check as required by the Community Care Facilities Branch. Any costs incurred in obtaining such record checks shall be paid by the employee.

If any subsequent criminal records checks are required by the Community Care Facilities Branch or by the University, the University shall cover any costs incurred.

The University agrees to ensure the secure storage of criminal records checks and that the contents of such criminal records checks will remain strictly confidential.

4.19 Official University Closure

Where severe snow conditions, utility disruptions, road conditions, or other reasons beyond the control of employees in Child Care Services Programs require decisions about staffing levels, the following procedures will apply:

The Department of Housing and Conferences will establish notification procedures, including contingency plans, in the event phone services are disrupted and/or recorded phone messages can't be accessed. The Director of Housing and Conferences will be responsible for establishing the content of the notification.

The notification will include whether Child Care Services Programs will be curtailed. In deciding whether this is necessary, the Director will base the decision on the following factors:

- The President's (or delegate's) decision about cancellation of classes and/or curtailment of non-vital services;
- Operational requirements for Child Care Services Programs;
- Safety of employees travelling to and from work and home;
- The decisions made by other units and departments; and
- Availability of public transportation.

Curtailed Child Care Services Programs will constitute a closure, and all Child Care Services Programs employees who are normally required to work during that time will receive their normal salary.

ARTICLE 5 - WORKING CONDITIONS

5.1 Workweek and Workday

The regular full-time hours of work, inclusive of meal breaks, shall be thirty-seven and one-half (37½) hours per week except that the regular full-time hours of work, inclusive of meal periods, shall be thirty-five (35) hours per week at the Lilliput Child Care Centre.

Should issues arise over child staff ratio in relation to parent duty, the University shall provide sixty (60) days notice of intent to address the issue, including increasing the regular full-time hours of work to thirty-seven and one-half (37½) hours per week. The University shall consult with the Union and the affected employees within the sixty (60) days notice to pursue a resolution to the issues.

Should no resolution be met, the Union may file a grievance commencing at Step 3 of the grievance procedure.

5.2 Relief and Meal Breaks

Employees working less than five (5) hours on a shift shall be permitted one (1) paid rest break of fifteen (15) minutes.

Employees working five (5) or more hours on a shift shall be permitted two (2) paid rest breaks of fifteen (15) minutes in the first and the second half of a shift.

Employees working six (6) or more hours on a shift shall be permitted one (1) paid rest break of fifteen (15) minutes and one (1) paid lunch break of thirty (30) minutes.

Employees working a shift of seven (7) hours or greater shall be entitled to two (2) fifteen (15) minute paid rest breaks, and one (1) thirty (30) minute paid lunch break at mid-day.

Such breaks may be taken on the premises if necessary to maintain the staff/child ratio.

5.3 Staff Meetings and Administrative Time

On an annual accrual basis, each centre has access to twenty (20) hours per month outside regular working hours for staff meetings and administrative time. This annual accrual must be exhausted by March 31st annually. The Senior Early Childhood Educator shall direct the allocation of the time.

Regular employees shall be compensated for attendance at such staff meetings with compensating time off at straight-time rates.

5.4 Parent and Other Meetings

A regular employee (or employees) required by the Director to attend the regularly scheduled parent meeting shall be paid at overtime rates for any hours in excess of a normal workweek. These hours are in addition to the Administration Bank referenced in Article 5.3.

5.5 Safety and Health

(a) Conditions

The parties agree that regulations made pursuant to the *Worker's Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First Aid kits shall be supplied in accordance with this section.

(b) Working Environment

The parties agree that a safe and clean working environment is essential in order to carry out work assignments in a satisfactory manner. It will be the Employer's responsibility to ensure that all working areas and employer-owned vehicles are maintained in a safe and clean condition.

(c) Departmental Health and Safety Committee

(1) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Committee.

(2) The Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.

(3) It is agreed that the Union will be entitled to appoint one (1) representative to the Departmental Health and Safety Committee. The Union agrees to advise the University of the name of the appointed representative.

(4) Employees who attend meetings of the Committee as representatives of the Union shall be without loss of pay for the time spent on this Committee.

(5) A worker appointed by the Union as a Workplace Health and Safety representative will be granted leave without pay to attend a union sponsored Workplace Health and Safety training course.

(6) When the Departmental Health and Safety Committee requests that a union representative on the Committee attend courses and seminars related to health and safety issues, the University shall provide the necessary time off with pay.

(d) Unsafe Work

An employee may exercise their right to refuse to do unsafe work pursuant to the Worker's Compensation Board Occupational Health and Safety Regulations. An employee must not be subject to discriminatory or disciplinary action pursuant to these regulations.

5.6 Safety

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

An employee who considers that a practice being carried on within the day care premise is unsafe or that equipment is faulty must report such practice or equipment to the University and shall have the right to refuse to work with such equipment or under such conditions. If the University does not agree, it shall be referred to the local Health Department.

5.7 Licensing Standards

The University agrees to ensure that Provincial *Child Care Licensing Act* regulation standards are met.

The employees agree to observe the regulations of the *Community Care Facilities Act* and to inform the University of any action or practice being carried out within the day care premise which they consider a breach of the Regulations.

5.8 First Aid Requirements

- (a) The Union and the University agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.
- (b) Where the University requires an employee to perform first aid duties as a normal requirement of the job, the cost of renewing this certificate shall be borne by the University.

5.9 Communicable Diseases and Parasitic Infestations

- (a) The parties to this Agreement intend to prevent acquisition and transmission of disease when employees, while in the workplace, may come in contact with a person or property carrying a communicable disease or parasitic infestations.
- (b) The University will inform employees about the inherent risks of communicable diseases in the workplace.
- (c) The University will provide and pay for pre-exposure Hepatitis B vaccinations to employees at risk of work-related exposure.
- (d) If a vaccination is readily available on a non-experimental basis, then as a preventative measure, the vaccination will be made available to employees who, in the course of their employment at Child Care Services Programs, may be at risk of contracting the disease. These vaccinations will be provided at no cost to such employees.
- (e) 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 will be without loss of pay.

ARTICLE 6 - VACATIONS

6.1 Calendar Year

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

6.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service one and two-thirds ($1\frac{2}{3}$) working days vacation for each month or major portion thereof worked, with the right to

take days off as they are accumulated, but not earlier than completion of the probation period, subject to Article 6.4.

6.3 Vacation Entitlement

All regular full-time employees in their second and subsequent calendar years of service shall be entitled to an annual vacation credit of twenty (20) working days with pay, available to him/her to take any time within the calendar year, subject to Article 6.4.

All regular full-time employees in their fifth and subsequent calendar years shall be entitled to one (1) extra day per year to a total of five (5) additional days. Example: An employee in her/his fifth calendar year would be entitled to twenty-one (21) working days vacation.

For the purpose of establishing vacation entitlement, years of service shall include all of the time worked without interruption of continuous service with the University. Length of service shall include any periods of leave of absence approved under the terms of the collective agreement and/or temporary layoff up to a maximum of twelve (12) months.

Vacation pay does not accrue during periods of unpaid leave of absence or layoff, or after termination of employment. In such cases, the employee's vacation pay will be calculated at eight percent (8%) of the employee's total past year's earnings, plus point four percent (0.4%) of the employee's total past year's earnings for each extra day of vacation entitlement in the fifth and subsequent calendar years of service.

6.4 Vacation Scheduling

- (a) The time of vacation is to be determined by mutual agreement between the employees and the Director. Scheduling of vacations shall be on the basis of bargaining unit-wide seniority where there is a conflict of scheduling between employees. The bargaining unit-wide seniority of employees transferring to a different child care centre will be recognized for the purposes of this article only.
- (b) A schedule of the year's vacation shall be posted by April 1st. This schedule shall be subject to change by mutual agreement.
- (c) Notwithstanding (a) above, an employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

6.5 Accumulation or Carry Over of Vacation

Up to one-half (½) of vacation entitlement may be deferred until the next year with prior written approval.

6.6 Part-time Employment

Regular and long-term auxiliary part-time employees shall be entitled to vacation time on a pro rata basis.

6.7 Approved Leave of Absence During Vacation

When an employee is eligible for sick leave due to illness or accident while on vacation, sick leave shall be granted with the intent not to lose vacation time, subject to presentation of supporting medical proof of illness or injury.

6.8 Termination of Employment

Vacation entitlement for any regular employee who terminates before December 31st of any calendar year shall be computed in accordance with Articles 6.2, 6.3 and 6.6, on a pro rata basis.

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

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

ARTICLE 7 - DESIGNATED HOLIDAYS

7.1 Paid Holidays

Regular employees who are in receipt of wages for at least eleven (11) days in the previous thirty (30) days and are scheduled to work after the designated holiday shall receive the following 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
BC Day	

Any other day proclaimed as a holiday by the federal or provincial governments 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 day.

7.4 Designated Holiday for Part-time Employees

Regular part-time employees shall be eligible for designated holidays under this article on a pro rata basis.

ARTICLE 8 - LEAVES

8.1 Sick Leave Allotment

Regular full-time employees will accrue one and three-quarters (1¾) days per month sick leave with full pay, to a maximum of ninety (90) days. When an employee has worked eleven (11) of the days in any given calendar month, she/he will accrue full sick leave allotment for that month.

Part-time employees will accrue sick leave allotment on a pro rata basis.

8.2 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 paycheque.

8.3 Medical Confirmation of Sick Leave

(a) The Employer may require an employee who is unable to work due to illness or injury to provide a medical certificate providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absences is developing;
- (2) where the employee has been absent for three (3) or more consecutive workdays;
- (3) where at least thirty (30) days have elapsed since the last statement was received.

(b) Where there has been a prolonged absence due to illness or injury, the Employer may require an employee to provide a further certificate stating date of return, whether the employee will be returning on a graduated/modified return and any job restrictions.

(c) Any medical certificate/reports required by the Employer shall be paid by the Employer.

8.4 Illness in the Immediate Family

The employee may use up to five (5) days credit annually from her/his sick leave entitlement in the event of illness of dependent children, spouse or parent.

8.5 Medical Appointments

Sick leave may be used for medical appointments. Staff will make every effort to book appointments on their own time whenever possible for medical/dental appointments.

8.6 Sick Leave

No employee shall be terminated or lose seniority because of illness.

An employee shall be granted a leave of absence without pay for a period of up to one (1) year for a valid medical reason in the event that her/his sick leave bank is exhausted.

In special circumstances, the Director may consider granting an extension of paid sick leave for a long service employee, by allowing the employee to borrow against future sick leave credits.

Upon return to work, the employee shall be reinstated in her/his former position and resume receiving the current negotiated salary. The University agrees to remit premiums for Health and Welfare benefits that the employee is entitled to during her/his leave of absence provided that the employee reimburses the University for both the employee and the University's share.

8.7 Sick Leave for Pregnant Employees

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

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 on the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

8.8 Subrogation

While no employee shall be required to take legal action to recover lost salary or other damages from any person, employees shall turn over, or cause to be turned over to the University, any monies received directly or indirectly by them from the Insurance Corporation of British Columbia or any other person, excluding interest, as a result of a claim for lost salary, where employees have used their sick leave with pay as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave will be credited upon payment of these monies. The amount an

employee is required to repay to the University for a claim of lost salary shall be net of verified expenses incurred by the employee to recover that claim.

This requirement for repayment shall not apply to an award or judgement pursuant to a claim or legal action where the award or judgement does not specify damages for lost salary.

8.9 Maternity and Parental Leave

(a) *Maternity Leave*

In case of pregnancy, an employee is entitled to a leave of absence without pay of seventeen (17) consecutive weeks. If the baby is confined to hospital, this period may be split and/or delayed by carrying forward by one week for each week of hospitalization. This extension may continue for up to fifty-two (52) weeks following the week of the child's birth. If eligible, she shall receive the benefits of the applicable provisions of the *Employment Insurance Act*.

(b) *Adoption Leave*

In case of adoption, an employee who is eligible for and receives the benefits of the *Employment Insurance Act* is entitled to a leave of absence without pay of thirty-five (35) consecutive weeks from the date the child arrives home. If eligible, she/he shall receive the benefits of the applicable provisions of the *Employment Insurance Act*.

(c) *Parental Leave*

An employee is entitled to leave of absence without pay of thirty-five (35) consecutive weeks during the year following the birth or for adoptive parents, from the date the child arrives home, subject to extension upon application to the Human Resources Department. Parental leave may be taken in addition to maternity or adoption leave.

(d) If birth occurs or pregnancy is terminated before a request for maternity leave is made, the employee will be granted up to six (6) weeks' leave, upon medical certification of such event.

(e) An employee is entitled to up to six (6) additional consecutive weeks of unpaid maternity leave if, for reasons related to the birth or the termination of pregnancy, she is unable to return to work when her leave ends under Article 8.9. The University may require a medical certificate stating the reasons for the leave extension.

(f) An employee on parental leave under Article 8.9(c) is entitled up to five (5) additional weeks of unpaid leave if the child has a physical, psychological or emotional condition requiring a period of additional parental care. The University may require a medical certificate or other evidence of the employee's entitlement to this leave extension.

(g) Upon return to work, the employee shall be reinstated in her/his former position with all increment to wages and to benefits to which the employee would have been entitled had the leave not been taken. If her/his former position has been discontinued, she/he will be placed into a position at UBC Child Care Services Programs:

- which is in the same classification and pay grade and is coincidentally vacant;
- for which the employee has the ability, qualifications and training to perform the duties of the vacant position; and
- for which licensing standards can be maintained.

(h) An employee on maternity, adoption or parental leave participating in the following University benefit plans may maintain coverage by providing post-dated cheques to Financial Services for her/his share of the following premiums/contributions:

- Medical Plan
- Dental Plan
- Extended Health Plan
- Group Life Insurance Plan
- Long-Term Disability Plan

(i) An employee on maternity, adoption or parental leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for the period of such leave.

(j) Employees on maternity or adoption leave who are eligible for the benefits of Article 8.9 shall receive the accrual of vacation credits and any sick leave credits that may be issued for the first month of such leave. Employment shall be deemed continuous for that first month of leave for purposes of calculating annual vacation entitlement or any sick leave entitlement in effect during that first month of leave.

(k) An employee who returns to work for at least six (6) consecutive months after maternity, adoption or parental leave pursuant to Article 8.9 will accrue vacation credits for the entire period of such leave, based on her/his annual vacation entitlement.

(l) If an employee does not apply for or qualify for Employment Insurance benefits, that employee will not accrue any sick leave credits then in effect, beyond the month in which the maternity or adoption leave began. In such instances, employment shall be considered continuous for the purposes of calculating annual vacation entitlement. However, vacation pay will be limited to the month in which the maternity or adoption leave began if that employee does not return to work for a minimum of six (6) consecutive months following such leave.

(m) The probationary period will be frozen while a probationary employee is on maternity, adoption or parental leave in accordance with Article 8.9. Upon return to work from such leave, a probationary employee shall complete the remainder of her/his probationary period.

(n) Upon written notification, no later than six (6) weeks prior to the expiry of the consolidated leave taken pursuant to (b), (c), (d) and (e) above, an employee shall be granted a further leave of absence such that the total leave of absence pursuant to Article 8.9 shall not exceed eighteen (18) months. Employees on extended child care leave, pursuant to this sub-clause, shall neither lose nor accrue seniority while on such leave.

(o) An employee returning to work after maternity, adoption or parental leave in accordance with Article 8.9 will provide the University with at least one (1) month's written notice.

8.10 Paternity Leave

A regular employee who is not eligible for Unemployment Insurance benefits following the birth of his child shall be granted a leave of absence with pay for one (1) week.

8.11 Adoption Leave

A regular employee who is not eligible for Unemployment Insurance benefits following the adoption of her/his child shall be granted a leave of absence with pay for one (1) week.

8.12 Bereavement Leave

In the case of bereavement in the immediate family a regular employee shall be entitled to three (3) working days at her/his regular rate of pay. This leave may be extended up to a further three (3) days with pay by the Associate Vice President, Human Resources in appropriate circumstances. Immediate family includes employee's child, (including step child), parent, spouse, common-law spouse including same sex spouse, sibling, parent-in-law, grandparents, grandchildren and any other relative permanently residing with the employee.

8.13 Leave of Absence with Pay

Leave of absence with pay of one (1) day shall be granted to attend the funeral of a co-worker from the same centre.

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

- (a) attending a funeral;
- (b) attending a formal hearing to become a Canadian citizen.

Length of time granted in any instance shall be appropriate to the particular circumstances and will be dependent on the financial status of the day care. Such leave shall not be unreasonably denied. Adequate prior notice is required.

8.14 Court Appearances

- (a) An employee who is called for jury duty or as a subpoenaed witness shall continue to receive her/his regular pay for the days on which she/he would otherwise have worked. In the event the employee receives any monies from the Crown for such service, and shall retain such portion as covers her/his expenses, shall turn the remainder over to the University with an accounting of amounts received together with proof of amounts received together with proof of service.
- (b) When an employee is to appear as either plaintiff or defendant in a civil suit, she/he shall be granted leave of absence without pay.
- (c) When an employee is charged with an offence and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay to attend such hearing or pending results of hearing of charges. If the employee is found to be guilty of the charge, the University shall consider the nature of the offence in determining whether the individual shall continue on leave of absence, return to work, or be discharged subject to Article 1.1.

8.15 Leave of Absence Without Pay

- (a) An employee may apply for a leave of absence without pay for personal reasons for a period not normally exceeding one (1) month. Requests for leave shall not be unreasonably denied.

Benefits entitlement during the period of leave shall be at the discretion of the Director.

- (b) *Procedure* - The employee shall submit a request in writing to the Director, stating the reasons for the leave, at least one (1) week in advance. Permission shall be obtained in writing from the Director. Refusals for such leave shall be given in writing to the employee with reasons for refusal stated.
- (c) Upon return to work, the employee shall be placed in her/his former position.

8.16 Leave for Religious Holidays

Employees practicing non-Christian religious faiths shall be granted either leave of absence without pay or allowed to schedule vacation time during non-Christian religious holidays.

8.17 Educational Leave

- (a) Employees shall be granted up to four (4) days educational leave with pay per annum to observe other day care centres, or preschool programs, or to attend seminars, workshops, training sessions or conferences which in the opinion of the Director and the employee will be of benefit to her/his professional development. No more than one (1) employee from each centre shall be absent on such leave at the same time.

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

(b) The University agrees to pay all or a portion of the cost of courses taken and completed by a regular employee, which, in the opinion of the Director and the employee will contribute to her/his professional development.

(c) Where the University requires the employee to attend a professional development program outside of normal working hours, or where an employee is required by licensing regulations to fulfill professional development training or retraining requirements to maintain her/his license, and such courses must be taken outside of normal working hours, time off (at straight-time) will be given in lieu of additional pay.

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

8.18 Short-term Leave of Absence for Union Activities

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

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

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

The University agrees that such leave shall not be unreasonably denied. The Union and the employee will make every effort to provide as much advance notice as possible, to facilitate scheduling of both clients and employees. To facilitate the administration of the above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the University for the appropriate salary costs, including travel time incurred.

The Union agrees that for bargaining, no more than three (3) employees in total, and no more than one (1) employee from each centre, shall be absent at any one time for the purposes set forth in section (b) above. For purposes described in section (a) above, the Union agrees that no more than one (1) employee from each centre shall be absent at any one time for the purpose of attending to such union business.

8.19 Full-time Leave of Absence for Union Activities

A leave of absence without pay shall be granted upon request to any employee who has been elected or selected to a full-time office or position in the Union, in the Union's provincial association or in any other body in which the Union maintains membership or affiliate status. Any employee so elected or selected must give one (1) month's notice to the University. Seniority shall be maintained during such employee's leave of absence of up to one (1) year but not longer. The employee shall also be allowed to continue with all the University's benefit plans and the employee shall pay the full premium of these plans. When the leave of absence has a term of one (1) year or less, the employee shall be returned to her/his former position with the University.

8.20 Special Leave of Absence Without Pay for Union Activities

Special leave of absence without pay may be granted by the University to an employee to act as a delegate or representative of the Union at union functions. It is agreed that the Director will be given at least one (1) month advance notice in writing and it is understood that such leave of absence must not interfere with the normal functions of the day care or centre. It is agreed that the employee will not accrue sick leave or vacation credits for the leave, and the Union will maintain the employee's coverage for medical, extended health/life insurance and/or dental plans during the period of leave.

8.21 Christmas Week Leave

During the Christmas week, December 24th to 31st inclusive, UBC Child Care Services Programs shall operate with the usual child/staff ratio for all age groups. If the demand for care does not require all

regular staff, then time off with pay shall be equally divided on a pro rata basis amongst all the staff as possible, subject to the qualifications required to care for the children present during the period. The time off and work schedule for this period shall be jointly determined by the Director and employees.

8.22 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot. The University and employees shall jointly coordinate shift schedules.

ARTICLE 9 - HEALTH AND WELFARE

9.1 Basic Medical Insurance

All regular employees who work at least twenty (20) hours per week and all eligible long-term auxiliary employees who work at least twenty (20) hours per week may choose to be covered by the BC Medical Services Plan effective the first of the month on or following commencement of employment. The University shall pay one hundred percent (100%) of the monthly contribution, at the dependent or family rate, if required, for such employees.

9.2 Extended Health and Life Insurance

The University agrees to pay one hundred percent (100%) of the monthly premium of the Union's Extended Health coverage for all regular employees who are eligible at the dependent rate, if required, effective upon completion of the third month of employment.

All regular employees who work at least twenty (20) hours per week are entitled to be covered by the Union's group life insurance plan. The University agrees to pay one hundred percent (100%) of the monthly premium for all such employees.

9.3 Dental Services Plan

The regular employees who work at least twenty (20) hours per week are entitled to be covered by the Union's Dental Services Plan effective upon completion of the third month of employment. The University shall pay one hundred percent (100%) of the monthly premium for such employees, at the dependent rate, if required.

9.4 Workers' Compensation

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

9.5 Professional Development Fund

The University will annually contribute to a Professional Development Fund for regular employees on the following basis:

- (a) The annual contribution to the fund will be three thousand, six hundred dollars (\$3600.00). Any balance of funds remaining at the end of the year will be forwarded over to the next year.
- (b) Regular employees shall be entitled to a prorated percentage of the fund to be used for courses, seminars, lectures, or other educational events, which will enhance the employees' work at UBC Child Care Services.
- (c) The Professional Development Fund is a benefit over and above the benefit provided for in Article 8.16-Educational Leave.

9.6 Auxiliary Employees

Auxiliary employees are eligible for health and welfare benefits as per Article 15.1.

ARTICLE 10 - DISCHARGE AND RESIGNATION

10.1 Personnel Files

An employee shall have full access to his/her employee file. The employee will be provided with a copy of any material regarding the employee to be placed on file, clearly indicating its placement.

All disciplinary materials shall be removed after one (1) year from date of incident, except for those materials relating to the safety and well-being of children in care. The employee may apply to the University for a review to determine whether such materials shall be removed from the employee's file following the one (1) year period.

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

10.2 Right to Have Union Representative Present

(a) When the University wishes to discuss dissatisfaction with the work of an employee which may lead to disciplinary action the employee shall have the right to be accompanied by a steward. This clause does not apply to those interviews that are of an operational nature and do not involve disciplinary action.

(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 interview with supervisory personnel which might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the interview.

10.3 Discipline

The University agrees to adhere to the principles of progressive discipline.

10.4 Dismissal or Suspension for Cause

An employee may be dismissed or suspended for cause. All dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the University. In the case of a probationary employee, just cause shall include failure to display suitability for the position.

In the event of a dismissal or suspension, the University shall give a letter outlining the reasons for her/his dismissal or suspension to the employee concerned. The letter shall be given to the employee immediately upon dismissal or suspension, except in cases of summary dismissal or summary suspension, in which case the letter shall be sent to the employee as soon as reasonably possible. A copy of the letter shall be sent to the Union.

10.5 Reinstatement for Unjust Cause

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in her/his former position, or one of equal salary range, without loss of seniority.

10.6 Resignation

If an employee resigns, one (1) month notice will be given in writing prior to the date of termination. For employees who do not give the required notice, the employee will be entitled to four percent (4%) of gross earnings less any actual vacation she/he has taken, unless that employee has served five (5)

continuous years of employment with the University, in which case six percent (6%) of gross earnings less any actual vacation will be paid.

Vacation entitlements banked from the previous year shall be paid at the full employee rate.

An employee may rescind her/his resignation, in writing, without penalty up to three (3) working days after giving notice.

10.7 Benefits

In case of dismissal or resignation, subject to Article 10.5, the employee shall receive all vacation entitlements and salary due to the date of termination.

10.8 Employee Investigations

The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the University has determined there is a prima facie case for imposing discipline.

The University will make every effort to complete its investigation within fourteen (14) days. The University will notify the President of the Union or his/her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Grievance Procedure

The University and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, shall be resolved in accordance with the following procedures:

11.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have 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.

11.3 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 Article 11.4, must do so no later than thirty (30) calendar days after the date:

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

11.4 Step 2

- (a) Subject to the time limits in Article 11.3, the employee may present a grievance at this level 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 violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.
- (b) The immediate supervisor shall:
- (1) forward the grievance to the representative of the University authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

11.5 Time Limits to Reply to Step 2

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the University, 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 University's designate at Step 2 shall reply in writing to the Union within fourteen (14) calendar days of receiving the grievance at Step 2.

11.6 Step 3

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

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

11.7 Time Limit to Reply at Step 3

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

11.8 Failure to Act

If the President of the Union, or 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.

11.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 12, the President, or his designate, may inform the University of his intention to submit the dispute to arbitration within:

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

11.10 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 University or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail or facsimile.

11.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within (30) days of the employee receiving notice of suspension.

11.12 Deviation from Grievance Procedure

- (a) The University agrees that, after a grievance has been initiated by the Union, the University'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.
- (b) 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.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Commission shall not have their grievance deemed abandoned through the filing of the complaint.

11.13 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 University or the Union, as the case may be, within thirty (30) days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 12 of this Agreement.

11.14 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.

ARTICLE 12 - ARBITRATION

12.1 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 11, 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.

12.2 Appointment of the Arbitrator

Where a party to the collective agreement has requested that a grievance be submitted to arbitration, the Union and the University shall agree on a single arbitrator. If the parties cannot agree on a single arbitrator, one shall be appointed by the BC Labour Relations Board.

12.3 Board Procedure

The arbitrator may determine his own procedures 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.

12.4 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 to alter, modify or amend any of its provisions.

12.5 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.

12.6 Expenses of Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

12.7 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.

12.8 Witnesses

At any stage of the grievance or arbitration, 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(s) to have access to the University's premises to view any working conditions which may be relevant to the settlement of the grievance.

12.9 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) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (c) 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.
- (d) 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.
- (e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(f) A grievance determined by either party to fall within one (1) of the categories listed in (b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 12.3.

(g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES

13.1 Program Planning

It is understood that the rates of pay in this Agreement reflect recognition that program planning is an integral function of all classifications.

13.2 Acting Supervisor Rate of Pay

When a regular or long-term auxiliary employee is temporarily required by the Director to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he shall be paid at the senior rate. Absences of less than three (3) working days shall not normally be filled by an acting appointment.

13.3 Choice of Time Off or Pay for Overtime

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

13.4 Pay for Overtime Worked

Overtime is defined as any hours worked in excess of the employee's regular hours of work in one (1) working day or in one (1) working week, as specified in Article 5.1.

An employee who is required by the Director to work overtime shall be compensated at one and one-half times (1½x) the employee's normal hourly rate.

Claim for compensation for overtime worked shall be made within two (2) weeks of the overtime worked. Payment shall be made to the employee by the end of the second pay period following submission of the claim.

13.5 Compensating Time Off for Overtime Worked

Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she/he would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by the employee and Director. Once two (2) days of overtime have been accumulated any additional overtime worked shall be paid out.

13.6 Overtime Worked on a Designated Holiday

An employee who works on a designated holiday shall be compensated at the rate of double time (2x) for hours worked, plus one (1) day off in lieu of the holiday.

13.7 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the University. It is understood that, in emergency situations, prior authorization may not be possible.

Employees working in more than one (1) program are obligated to inform the University or designate and receive approval if they are asked to work hours that would result in overtime.

13.8 Assignment of Overtime

The University shall endeavour to keep overtime to a minimum and to meet requirements on a voluntary basis. Insofar as reasonably possible, overtime shall be divided equally among the employees in the centre who are willing and able to perform the available work within a reasonable time. In the event an employee who has been directed to work overtime demonstrates an urgent personal emergency, that employee shall be excused the necessity of working overtime on that occasion.

13.9 Vacation Paycheques

Upon giving fifteen (15) calendar days prior written 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.

13.10 Mileage Payments and Auto Insurance

Employees using their own car for University's business shall receive payment for all kilometres in accordance with the University's policy. Each employee using his or her car for University's business shall be required to produce normal liability insurance. The University 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 University's business.

13.11 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 pro rata basis except where the contract provides otherwise.

13.12 Payment of Wages

Monthly paid employees shall be paid and shall receive a statement of earnings on the last working day before the 16th of each month and on the last working day of each month.

Hourly paid employees will be paid and shall receive a statement of earnings on the last working day before the 8th and 23rd of each month.

All employees shall receive their pay through direct deposit into their bank account.

13.13 Expenses

All approved expenses incurred by the employee on the University's business shall be reimbursed at cost.

ARTICLE 14 - HARASSMENT AND DISCRIMINATION

14.1 Harassment and Discrimination

(a) The Union and the University recognize the right of employees to work in an environment free from harassment and discrimination, including but not limited to sexual harassment and discrimination. The University shall take such actions as are necessary respecting an employee engaging in harassment or discrimination.

(b) Such conduct includes verbal or physical behaviour which, whether intended or unintended, has no reasonable justification in adversely affecting an individual or group as follows:

(1) On the basis of characteristics defined by the *BC Human Rights Code*; or

(2) As conduct which a reasonable person would consider unwanted. Such behaviour could include, but is not limited to:

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- physical threats or intimidation;
- unwanted sexual invitations;
- physical assault of a sexual nature;
- distribution or display of sexual or offensive pictures or material;
- unwanted questions or comments of a sexual nature;
- practical jokes of a sexual nature;
- words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- distribution or display of offensive pictures or materials.

(c) Harassment may be repeated or persistent or may be a single serious incident.

(d) Harassment may, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Both males and females can be sexually harassed by members of either sex.

(f) Personal harassment does not include actions occasioned through the exercising in good faith the University's supervisory rights and responsibilities.

(g) Incidents of harassment include conduct within the course of employment at the University.

14.2 Complaint Procedures

In the case of a complaint of harassment or discrimination, the University shall investigate and take appropriate action in accordance with University policies and procedures and its obligations under the law.

An employee who intends to complain about alleged harassment or discrimination may have recourse to informal and/or formal investigation, pursuant to University policies and procedures as well as the grievance procedure, agencies outside the University, and other forms of redress available to complainants of discrimination or harassment.

Complaints of this nature shall be treated in strict confidence by both the Union and the University, subject to release of information required on the basis of:

- concerns for an individual's health, safety and security; or
- arbitrations, court proceedings or procedures under the *Freedom of Information and Protection of Privacy Act*.

An employee filing a complaint may request temporary reassignment. The request will not be unreasonably denied.

ARTICLE 15 - AUXILIARY EMPLOYEES

15.1 Employment Status

- (a) Auxiliary employees are employed on an "on call" basis to cover absences because of sick leave, vacation leave, maternity, parental and adoption leave, special leave or to augment staff during peak periods. Excepting maternity, parental and adoption leaves, these periods shall not exceed three (3) months unless the University and Union agree otherwise. Auxiliary employees will be considered in-service applicants when applying for vacancies.
- (b) Vacancies of a temporary nature which exceed or are expected to exceed three (3) months, shall be posted as per Article 4.7.
- (c) Employees who have worked in a temporary full-time or part-time position for a minimum of three (3) consecutive months and who have worked at least twenty (20) hours per week will receive all the rights and privileges of this Agreement for which they meet eligibility requirements, unless otherwise specified in the Agreement.
- (d) In addition to (c), auxiliary employees must not refuse more than three (3) shifts within a thirty (30) day period in order to maintain their eligibility for benefits. Auxiliary employees also maintain twenty (20) hours per week in order for the University to continue paying its share of the cost of premiums.

15.2 Seniority

- (a) The University shall maintain an auxiliary seniority list for UBC Child Care Services. The University will distribute the list, to be posted on union bulletin boards once per year. Seniority shall not be a consideration for auxiliary call-in.
- (b) Auxiliary employees shall accumulate seniority retroactive to their start date after having worked thirty (30) shifts. Seniority will accumulate on the basis of all straight-time hours worked and, upon prior written notice by the Union, the hours paid for union business.
- (c) When an auxiliary employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.
- (d) An auxiliary employee on a leave of absence approved by the University or on layoff of up to twelve (12) months will not lose seniority rights upon returning to work.
- (e) Upon returning to work from after receiving WCB benefits, an auxiliary employee will be credited with seniority, equal to his/her average weekly hours of work for the six (6) months immediately preceding the WCB leave, for the period of the WCB leave.

15.3 Vacation Pay for Auxiliary Employees

- (a) Auxiliary employees shall be paid vacation pay equivalent to four percent (4%) of gross earnings.
- (b) An auxiliary employee shall have the option to have her vacation pay paid out on each cheque or to bank her vacation pay. Where an auxiliary employee intends to request that her vacation pay be banked, she shall submit notice in writing to the Employer on date of hire or by December 15th of each year for the following calendar year. If no written notification is received by December 15th vacation pay shall be paid out on each paycheck for the following calendar year.
- (c) All banked vacation pay must be paid out by December 31st each year.

15.4 Application of Agreement

Except as otherwise noted, the provisions of Article 4.17 - Layoff and Recall; Article 7 - Designated Holidays; Article 8.12 - Bereavement Leave; Article 6 - Vacations; and Article 9.5 - Professional

Development Fund do not apply to auxiliary employees; and for auxiliary employees who have not yet reached the status defined in Article 15.1(c), Article 4.15 - Reduction in Hours; and Article 9 - Health and Welfare Benefits. These employees will receive all the rights and privileges of the *Employment Standards Act* which may address such provisions.

ARTICLE 16 - TERM OF AGREEMENT

16.1 Duration

The term of this Agreement shall be from May 1, 2006 to and including April 30, 2010.

16.2 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 January 1, 2010, but in any event not later than midnight, January 31, 2010.
- (b) Where no notice is given by either party prior to February 1, 2010, both parties shall be deemed to have been given notice under this article on February 1, 2010 and thereupon Article 15.3 applies.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the University shall be given to the University.

16.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 16.2 the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

16.4 Changes in Agreement

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

16.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement until a strike or lockout occurs.

16.6 Effective Date of Agreement

The provisions of the Agreement shall come into full force and effect on the date of ratification except where otherwise noted.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Terry Sumner, Vice-President
Administration and Finance

Gail Gordon
Bargaining Committee Chair

Lisa Castle, Associate Vice-President
Human Resources

Ingrid Keen
Bargaining Committee

Lindi Frost
Employee Relations Manager

Lisa McArthur
Bargaining Committee

Darcelle Cottons, Director
Child Care Services

Deb Wilson
Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX A - SALARY SCALE

Childcare Salary Scale										
	Grade	Effective May 1, 2004			Effective May 1, 2008			Effective May 1, 2009		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
BCGEU - 35 hrs/wk										
Assistant Early Childhood Educator (Assist. ECE)	4	14.54	14.83	n/a	14.83	15.13	n/a	15.13	15.43	n/a
		2,210	2,254	n/a	2,254	2,299	n/a	2,299	2,345	n/a
Assistant Infant Toddler	4a	15.96	n/a	n/a	16.28	n/a	n/a	16.60	n/a	n/a
		2,426	n/a	n/a	2,474	n/a	n/a	2,523	n/a	n/a
Early Childhood Educator (ECE)	5	16.54	16.87	17.21	16.88	17.21	17.55	17.21	17.55	17.90
		2,514	2,565	2,616	2,565	2,616	2,668	2,616	2,668	2,721
Sr. Early Childhood Educator (Sr. ECE)	6	19.11	19.49	19.88	19.49	19.88	20.28	19.88	20.28	20.68
		2,904	2,963	3,022	2,963	3,022	3,082	3,022	3,082	3,144
BCGEU - 37.5 hrs/wk										
Auxiliary Employee *	3	11.35	11.95	13.60	11.58	12.19	13.87	11.81	12.44	14.15
		1,844	1,942	2,210	1,881	1,981	2,254	1,919	2,021	2,299
Assistant Early Childhood Educator (Assist. ECE)	4	14.54	14.83	n/a	14.83	15.13	n/a	15.13	15.43	n/a
		2,363	2,410	n/a	2,410	2,459	n/a	2,459	2,507	n/a
Assistant Infant Toddler	4a	15.96	n/a	n/a	16.28	n/a	n/a	16.60	n/a	n/a
		2,594	n/a	n/a	2,646	n/a	n/a	2,698	n/a	n/a
Early Childhood Educator (ECE) Infant/Toddler (IT)	5	16.54	16.87	17.21	16.88	17.21	17.55	17.21	17.55	17.90
		2,688	2,742	2,797	2,743	2,797	2,852	2,797	2,852	2,909
Senior Early Childhood Educator (Sr. ECE)	6	19.11	19.49	19.88	19.49	19.88	20.28	19.88	20.28	20.68
		3,105	3,167	3,231	3,167	3,231	3,296	3,231	3,296	3,361
Kindergarten Teacher	7	19.58	19.97	20.37	19.97	20.37	20.78	20.37	20.78	21.19
		3,182	3,245	3,310	3,245	3,310	3,376	3,310	3,376	3,444
BCGEU - 40 hrs/wk (prev 37.5 hrs/wk) Uhill Kids Club & Kids Club Jr.										
Senior Supervisor School Age	5	19.11	19.49	19.88	19.49	19.88	20.28	19.88	20.28	20.69
		3,312	3,378	3,446	3,378	3,446	3,515	3,446	3,515	3,586
School Age Assistant	2b	16.54	16.87	17.21	16.88	17.21	17.55	17.21	17.55	17.90
		2,867	2,924	2,983	2,926	2,983	3,042	2,983	3,042	3,103
Assistant in Training	1	14.54	14.83	15.13	14.83	15.13	15.43	15.13	15.43	15.74
		2,520	2,570	2,622	2,570	2,622	2,674	2,622	2,674	2,728
<i>Note: * not eligible for step increases. Step 1 for unqualified incumbents Step 2 for in-training incumbents, Step 3 for qualified incumbents</i>										

May 1, 2006: signing bonus \$3,350 less required deductions; payable to all employees who worked between January 1, 2006 and March 31, 2006.

May 1, 2007: 2% lump sum payment based on number of hours worked May 1, 2006 to April 30, 2007; 4% towards Pension Plan implemented.

SALARY STEP SCALE – PLACEMENT OF EMPLOYEES ON THE SALARY SCALE

New employees shall be placed at Step 1 of the appropriate classification on the salary scale at date of hire.

Existing employees who are promoted or reclassified to a senior position shall be placed at Step 1 in the new classification.

Regardless of the duties performed or the level of responsibility undertaken by an employee in the Assistant classification, that employee upon reclassification because of attainment of their certificate of qualifications shall be placed at Step 1 of their new classification.

Employees shall move to the next step in their classification on the salary scale upon their yearly anniversary date of placement in that classification.

APPENDIX B**DEFINITIONS OF EMPLOYEE CLASSIFICATIONS**

Please note that these definitions are meant only to ensure that employees are placed in their appropriate classifications when hired or promoted. Please refer to job descriptions for a detailed description of each position.

Senior Early Childhood Educator – The employee who is registered as an Early Childhood Educator under the *CCF Act*. As the person-in-charge on the centre's licence, is responsible for the operation of the centre and directs the day-to-day activities including providing a caring and educational program for the children in the centre.

Senior Infant/Toddler Educator – The employee who is registered as an Infant/Toddler Educator under the *CCF Act*. As the person-in-charge on the centre's licence, is responsible for the operation of the centre and directs the day-to-day activities including providing a caring and educational program for the children in the centre.

Senior School Age Caregiver- An employee who is the person-in-charge on the centre's licence and as the person in charge, is responsible for the operation of the centre and directs the day-to-day activities including providing a caring and educational program for the children in the centre.

Co-Early Childhood Educator – An employee who is registered as an Early Childhood Educator under the *CCF Act*, one of whom is designated as the person-in-charge on the day care centre's licence. Is jointly responsible for the operation of the centre and directing the day-to-day activities including providing a caring and educational program for the children in the centre.

Co-Infant/Toddler Educator – An employee who is registered as Infant/Toddler Educator under the *CCF Act*, one of whom is designated as the person-in-charge on the day care centre's licence. Is jointly responsible for the operation of the centre and directing the day-to-day activities including providing a caring and educational program for the children in the centre.

Early Childhood Educator – An employee who has completed the basic education requirements; has the required work experience; is suitable to provide care for children between the ages of three years and school age; and is registered as an Early Childhood Educator under the *CCF Act*; who assists the Senior Supervisor in the provision of a caring and educational program for the children in the centre.

Infant/Toddler Educator – An employee who has completed the post-basic education requirements; has the required work experience; is suitable to provide care for children between the ages of six weeks and three years; and is registered as an Infant/Toddler Educator under the *CCF Act*; who assists the Senior Supervisor in the provision of a caring and educational program for the children in the centre.

School Age Child Care Provider - An employee who works in the school age care program and possesses the qualifications, including a Class IV unrestricted driver's license and provides care for children ages five to twelve years; and who assists the Senior Supervisor in the provision of a caring and educational program for the children in the centre.

Special Needs Educator – An employee who has completed the post-basic Special Needs Education requirements; has the required work experience; is suitable to provide care for special needs children; is registered as a Special Needs Educator under the *CCF Act*; who assists the Senior Supervisor in the provision of a caring and educational program for the children in the centre.

Early Childhood Assistant – An employee who is in the process of completing the basic Early Childhood Education requirements at an accredited training program but is not yet licensed by CCF, and is suitable to provide care for children between the ages of three years and school age; and is engaged in providing a caring and educational program for the children in the centre.

Infant/Toddler Assistant – An employee who is in the process of completing the Infant/Toddler certification at an accredited training program but is not yet licensed by CCF; and is suitable to provide care for children between the ages of six weeks and three years; and is engaged in providing a caring and educational program for the children in the centre.

School Age Assistant – An employee who is in the process of completing their education and/or obtaining the appropriate driver's license; and is suitable to provide care for children ages five to twelve years; and is engaged in providing a caring and educational program for children in the centre.

Special Needs Assistant – An employee who is in the process of completing the Special Needs certification at an accredited training program but is not yet licensed by CCF; and is suitable to provide care for special needs children within the day care program; and is engaged in providing a caring and educational program for the children in the centre.

Auxiliary (Long-term) – Will be classified according to their qualifications, for the duration of their appointment, as per the above definitions.

Auxiliary (Short-term):

Qualified An employee who holds a valid Early Childhood Educator, Infant/Toddler Educator, or Special Needs certificate and is registered under the *CCF Act*.

In Training An employee who is in the process of completing the basic Early Childhood Education training program or who has been issued partial equivalency for relevant course work.

Unqualified An employee who has no recognized qualifications as an Early Childhood Educator.

APPENDIX C

KINDERGARTEN TEACHER

The parties agree that the following terms and conditions of employment shall apply to the Kindergarten Teacher:

- (a) The Kindergarten Teacher shall receive all of the rights and privileges of the collective agreement, except as specified in this appendix.
- (b) The following provisions of the collective agreement do not apply to the Kindergarten Teacher:
 - (1) Article 5.4 Parent and Other Meetings
 - (2) Article 5.5 Administrative Time
 - (3) Article 6.4 Vacation Scheduling
 - (4) Article 6.5 Accumulation or Carry Over of Vacation
 - (5) Article 8.21 Christmas Week Leave
 - (6) Article 13.2 Acting Supervisor Rate of Pay
- (c) The full-time hours of work for the Kindergarten Teacher, inclusive of meal periods, shall be thirty seven and one-half (37½) hours per week.
- (d) The Pacific Spirit Kindergarten program is a ten (10) month program and, accordingly, the Kindergarten Teacher shall be laid off at the end of shift on June 30th and recalled on September 1st each year.
- (e) Vacation time for the Kindergarten Teacher will be scheduled during school closures at Christmas and Spring Break. Any unused vacation will be paid out upon layoff, June 30th.
- (f) The Kindergarten Teacher will be allowed up to three (3) hours per month, as appropriate, outside of the regular hours of work for staff meetings.
- (g) The Kindergarten Teacher will be compensated for attendance at such staff meetings with compensating time off at straight-time (CTO).
- (h) The Kindergarten Teacher will be allowed up to five (5) non-instructional days per year to meet the administrative responsibilities for the Kindergarten program according to the standards of the Independent School Branch.
- (i) The Definition of Employee Classification for the Kindergarten Teacher shall be the following:

Employee who holds a valid Teaching Certificate recognized by the BC Teachers' College. Is responsible for the operation of the Kindergarten program according to the standards of the Independent School Branch. Provides a caring and educational program.

LETTER OF AGREEMENT #1

RE: ARTICLE 4.11 - PERFORMANCE EVALUATIONS

During the life of this collective agreement, it is agreed that the written portion of the annual performance evaluations may be performed outside the regular hours of the Centre where there is not sufficient time to complete them during the working day. In such cases, employees will receive compensating time off at straight-time (CTO), to a maximum of one (1) hour per written evaluation.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Terry Sumner, Vice-President
Administration and Finance

Gail Gordon
Bargaining Committee Chair

Lisa Castle, Associate Vice-President
Human Resources

Ingrid Keen
Bargaining Committee

Lindi Frost
Employee Relations Manager

Lisa McArthur
Bargaining Committee

Darcelle Cottons, Director
Child Care Services

Deb Wilson
Staff Representative

Dated this _____ day of _____, 200_____.

LETTER OF AGREEMENT #2
RE: ARTICLE 5.1 - HOURS OF WORK

Job Sharing

For the life of this collective agreement, the University and Union agree to the following terms and conditions for any job sharing arrangements which are approved by the employees and the Director under Article 5.1:

1. There may be only one (1) job sharing position approved in a centre.
2. No more than two (2) employees may share one (1) full-time position.
3. Job sharing requests from employees shall be in writing and include the proposed commencement date of the job share, how the hours and days of work will be shared, and how communications and the continuity of work will be maintained. In the case of senior supervisory staff, the written proposal shall also include how direct staff supervision, accountability for administrative and program responsibilities, and communication with parents will be maintained.
4. The Director shall communicate a decision on a job share request in writing to the applicant.
5. Upon approval of a request to job share, the tandem job sharing position shall be posted and filled in accordance with Articles 4.7, 4.8 and 4.12 of the collective agreement.
6. The job sharing arrangement shall be treated as a full-time position with respect to wages, paid holidays, leaves, vacation and health and welfare benefits, and such conditions shall be calculated and received by the employees involved on a pro rata basis, subject to minimum eligibility requirements.
7. Seniority for each job sharing partner shall continue from date of hire.
8. The position being shared shall be subject to all other provisions of the collective agreement.
9. If one (1) job sharing partner vacates the job sharing arrangement for any reason and the arrangement is not terminated under (10) below, the vacancy shall be posted as a job sharing position and filled in accordance with Articles 4.7, 4.8 and 4.12 of the collective agreement. If the position cannot be filled by this process, the job sharing arrangement for the position shall be terminated.
10. The University reserves the right to terminate the job sharing arrangement in the following circumstances:
 - If one (1) job sharing partner vacates the job sharing arrangement;
 - Following an annual review of the job sharing arrangement, held in conjunction with the annual performance evaluations of the staff in the centre under Article 4.11, where the Director determines, in consultation with the staff in the centre, that the job sharing arrangement is no longer appropriate;
 - Following a special review initiated by the Director, in consultation with the staff in the centre, in circumstances where it appears that the job sharing arrangement is no longer appropriate.
11. If the job sharing arrangement for a position is terminated, the employee(s) shall receive one (1) month's notice, or such lesser amount of notice as is mutually agreed between the Director and the employee(s) to which the job sharing arrangement applies.

In normal circumstances, the senior job sharing partner shall be required to assume the full-time responsibilities of the position in order to retain his/her job status and, if both job sharing partners remain, the junior employee in the centre shall be laid off and the junior job sharing partner shall be required to assume her/his responsibilities in order to retain his/her job status. However, the Director will consult with the employee(s) to determine whether there are alternate arrangements that can be mutually agreed.

Signed and dated by both parties March 28, 2006.

LETTER OF AGREEMENT #3**RE: HEALTH & WELFARE BENEFITS**

In a Letter of Agreement between the University and the Union, entitled "*Health & Welfare Benefits*", the parties agreed to amendments in health and welfare benefits for eligible employees for the term of the collective agreement. That letter expired on April 30, 2003.

Given that both parties recognize the provision of health and welfare benefits is integral to recruiting and retaining support staff, the University and the Union agreed as follows:

1. The University will allocate one point eighty-five percent (1.85%) of annual payroll, toward the improvement of health and welfare benefits. Annual payroll is calculated over the twelve (12) month period preceding March 31st each year.
2. The University will provide the following health and welfare benefit plans:
 - Medical Services;
 - Extended Health;
 - Dental;
 - Basic Group Life Insurance;
 - Optional Life Insurance;
 - Optional Accidental Death & Dismemberment (AD&D);
 - Income Replacement (Long-Term Disability); and
 - Employee and Family Assistance Program.
3. The University will continue to pay one hundred percent (100%) of the premiums for all of the plans listed in paragraph 2, other than the Income Replacement Plan, the Optional Life Insurance and the Optional Accidental Death & Dismemberment the premiums for which remain one hundred percent (100%) employee paid, and Employee and Family Assistance Program, the premiums for which remain thirty percent (30%) employee paid.
4. In the event there is a surplus of identified funds at the end of the third (3rd) year of this Agreement, the University shall set aside those surplus amounts for the purposes of the negotiations in 2006 for the next collective agreement.

**SIGNED ON BEHALF OF
THE UNION:**

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THE EMPLOYER:**

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President

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Gail Gordon
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Ingrid Keen
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Lindi Frost
Employee Relations Manager

Lisa McArthur
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Darcelle Cottons, Director
Child Care Services

Deb Wilson
Staff Representative

Dated this _____ day of _____, 200_____.

LETTER OF AGREEMENT #4

RE: DEFINITION OF A SESSIONAL EMPLOYEE

An employee who is hired to fill a recurring position which occurs approximately from September to June each year. Sessional employees shall be considered as laid off at the end of each session.

Upon layoff, sessional employees may have their name added to the substitute list for summer relief work. These employees must provide in writing their intent to accept such shifts and any vacation requests which may coincide with the layoff period prior to April 1st of each year. Once sessional employees elect this option they shall be given first consideration for shifts which come available during the summer months. Sessional employees will be paid at the ECE rate for such work.

Signed and dated by both parties March 28, 2006.

LETTER OF AGREEMENT #5

RE: CALLING AND SCHEDULING OF AUXILIARY EMPLOYEES

The parties acknowledge the current issues surrounding the lack of available auxiliary employees and the length of time taken to schedule replacement staff. Therefore, in an effort to reduce the time involved to schedule replacement staff, the parties agree to refer the matter to the Joint Consultation Committee (JCC). In conjunction with the Sub-Committee on evaluating substitutes, the JCC will meet to discuss potential solutions. The two (2) Committees will then make recommendations to the Employer with respect to any agreed-to solutions.

The Committees will meet to begin discussions within three (3) months of ratification of this Agreement.

Signed and dated by both parties March 28, 2006.

LETTER OF AGREEMENT #6

RE: WORKSITE CLOSURE

In recognition of the possible closure of a worksite or program, the parties agree to the following for the term of this Agreement:

- (a) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union prior to providing notice to affected employees.
- (b) The Employer will give two (2) months written notice to affected employees of any such worksite closure or program closure.

Signed and dated by both parties March 28, 2006.

LETTER OF AGREEMENT #7**RE: FISCAL DIVIDEND****THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the collective agreement to be from May 1, 2006 to April 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "*Fund*") generated out of monies, in excess of \$150 million, surplus to the BC Government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

(a) *Fiscal Dividend:*

- (1) If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- (2) The quantum of the Fund accessible for the parties to this Agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
 - (i) The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - (ii) Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - (iii) The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employer's Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - (iv) Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- (3) The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.
- (4) Regular full-time employees who have worked 1950 hours between April 1, 2009 and March 31, 2010 will receive the full amount available as a Fiscal Dividend Bonus. Regular full-time employees who have been on a leave of absence without pay in excess of 30 days will have the payment prorated based on the percentage of full-time hours worked during the period.
- (5) Part-time and Casual employees who have worked less than 1950 hours between April 1, 2009 and March 31, 2010 will be paid a prorated amount based upon the percentage of full-time hours worked during the period.

**SIGNED ON BEHALF OF
THE UNION:**

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THE EMPLOYER:**

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President

Terry Sumner, Vice-President
Administration and Finance

Gail Gordon
Bargaining Committee Chair

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Human Resources

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Lindi Frost
Employee Relations Manager

Lisa McArthur
Bargaining Committee

Darcelle Cottons, Director
Child Care Services

Deb Wilson
Staff Representative

Dated this _____ day of _____, 200_____.

LETTER OF AGREEMENT #8

RE: PENSION PLAN

In recognition of the desire for a pension plan for the child care workers at the University and covered by this collective agreement, the parties agree to the following:

1. The parties are committed to pursuing the provision of a pension plan through the BCGEU Pension Plan, implementation of which is to be effective May 1, 2007.
2. It is understood that the BCGEU Pension Plan is acceptable to the University only as a defined contribution plan.
3. The parties agree that a maximum of 4% of payroll as of May 1, 2007 will be used toward the University's portion of the pension contributions. For purposes of greater certainty, The University's only commitment is the 4% contribution. The University shall not be required to contribute more than the 4% noted in this paragraph.
4. The parties will meet within one (1) month of ratification in order to come to agreement on any outstanding implementation issues, such as eligibility requirements and to develop language to be attached as a Memorandum of Agreement to the collective agreement related to the Pension Plan.

Signed and dated by both parties March 28, 2006.

LETTER OF AGREEMENT #9**RE: KIDS CLUB AND KIDS CLUB JUNIOR**

Effective March 30, 2006, all terms and conditions of the collective agreement shall apply to the members working at Kids Club and Kids Club Junior except as provided in this Letter. These exceptions will be included in the appropriate articles during the next round of negotiations in 2010.

4.15 Reduction of Hours

For the purposes of this article, Kids Club and Kids Club Junior will be considered to be one program.

5.1 Workweek and Workday

The regular full-time hours for Kids Club and Kids Club Junior shall be forty (40) hours per week and eight (8) hours per day inclusive of meal periods.

Extended Hours Shifts:

(a) It is agreed that Kids Club and Kids Club Junior may implement Extended Hours Shifts. Extended Hours Shifts are shifts in excess of the regular daily hours of work as outlined in Article 5.1. In no case will Extended Hours Shifts be greater than nine point five (9.5) hours in length. All provisions of the collective agreement continue to apply to an employee working Extended Hours Shifts except as varied below:

(1) Daily overtime for regular employees working extended workday and/or extended workweek schedules commences after the completion of the scheduled shift.

(2) Any paid leaves in the collective agreement shall be paid using the principles of equivalent hours up to the maximum entitlement.

(b) It is understood by the parties that the guiding principles of Extended Hours Shifts schedules are to ensure that the employees working these shifts receive no greater nor lesser benefits than what they would have received working "*regular*" work hours/week.

5.3 Staff Meetings and Administrative Time

During the school year, staff meetings for Kids Club and Kids Club Junior will be held during the regular workday.

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Deb Wilson
Staff Representative

Dated this _____ day of _____, 200_____.

MEMORANDUM OF UNDERSTANDING #1

RE: ADMINISTRATIVE TIME

The parties recognize the need to address specific issues arising out of the administrative functions of the senior staff, specifically the time constraints. Therefore, the parties agree to strike a committee, within sixty (60) days of ratification to address the issues of streamlining the administrative functions of the senior staff.

The Committee will consist of at least two (2) members from each party. The Committee will review the following and make recommendations where improvements can be made:

- reviewing all administrative functions and recommending that which may be reduced or eliminated or transferred;
- reviewing the appropriate timeframes for each required administrative function;
- reviewing voluntary overtime being performed by staff and making recommendations on how this may be addressed;
- reviewing staff scheduled and staff complements.

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Dated this _____ day of _____, 200_____.