

COLLECTIVE AGREEMENT

between the

**CHAMPLAIN HEIGHTS COMMUNITY ASSOCIATION
(Kidstreet Clubhouse)**

and the

B.C. GOVERNMENT AND SERVICE

Effective from March 1, 2008 to February 28, 2011

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ARTICLE 1 - UNION RIGHTS AND RECOGNITION

1.1 No Discrimination

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

1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for the staff of "Kidstreet Clubhouse" for whom the Union is certified under the *Labour Relations Code* of British Columbia.

1.3 No Other Agreement

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

1.4 No Discrimination for Union Activity

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

1.5 Picket Lines

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

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

1.6 Union Shop

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

1.7 Recognition of Shop Stewards

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

1.8 Right to Have Union Representative Present

- (a) An employee shall have the right to have a steward present at any interview with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact a steward, providing that this does not result in an undue delay of the interview. This clause shall 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.

1.9 Leave with Pay

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

1.10 Acquainting New Employees

The Employer agrees that the shop steward shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes, during the first month of employment for the purpose of acquainting new employees with the benefits and duties of union membership.

1.11 Staff Representative

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

ARTICLE 2 - EMPLOYER'S RIGHTS

The Union recognizes that it is the Employer's right and duty to exercise the functions of management to organize the work, including setting and scheduling hours and times of work, to direct the employees, including the right to hire, suspend, discharge, promote for temporary and permanent positions, layoff, transfer, assign, demote or otherwise discipline its employees in accordance with this Agreement.

ARTICLE 3 - EMPLOYER-UNION RELATIONS

3.1 Employer-Union Relations

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

3.2 Authorization and Deductions

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

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

3.3 Remittance of Dues

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

3.4 Income Tax Purposes

The Employer agrees to include on the employee's T4 slip the amount of union dues paid in the previous calendar year, as confirmed in writing by the Union, and any other amount deemed tax deductible by Revenue Canada.

3.5 Alteration of Dues and Special Deduction

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

3.6 Notification of Staff Changes

The Employer agrees to notify the Union in writing within five (5) working days when feasible, but not later than fifteen (15) working days, when an employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

3.7 Correspondence

- (a) The Employer and the Union agree that all correspondence between them related to matters covered by this Agreement shall be sent to the business addresses of the Employer and the Union.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee shall be forwarded to the Union.

3.8 Copies of the Agreement

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

ARTICLE 4 - STAFFING

4.1 Regular Employee Defined

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

4.2 Auxiliary Employee Defined

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

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

4.3 Notification of Employment

- (a) At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, a copy of her/his job description, and a copy of this Collective Agreement. Copies of such letters shall be forwarded to the Union within five (5) working days.
- (b) Auxiliary employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks.

4.4 Job Descriptions

The Employer shall consult with employees when preparing or amending job descriptions.

4.5 Hiring

Notice of all vacant permanent positions, and auxiliary positions of three (3) months or more, shall be posted for five (5) working days at the place of employment. A copy of such notices shall be forwarded to the Union. Appointment may be made on a temporary basis until a permanent selection can be made.

4.6 Priorities in Hiring

- (a) First consideration will be given to applicants from the Unit in which the position is open and to employees on the recall list. Second consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.
- (b) Casual employees hired after March 1, 2006 shall be considered internal applicants when one hundred and twenty (120) hours have been completed.

4.7 Probation

A new employee is considered to be on probation for three (3) calendar months from the date of hire. The probationary period may be extended by up to an additional three (3) months upon consultation and agreement with the Union. There shall be a performance evaluation done prior to the end of the probationary period in accordance with Clause 11.8. In case of discharge, a probationary employee shall be given two (2) weeks' notice of discharge or two (2) weeks' pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons for release. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees except payment of basic medical, extended health, life insurance and dental benefits as cited in Article 10 which shall commence following completion of three (3) months of employment. Grievances on termination of probation shall be commenced at Step 2 of the grievance procedure.

4.8 Promotions and Transfers

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

4.9 Seniority Defined

- (a) Seniority is defined as the length of service from the date of hire in the bargaining unit for regular employees and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall, vacations, and other such working conditions, as set out in other provisions of this Agreement. Separate seniority lists shall be maintained for regular and auxiliary employees by the Employer and be posted on the bulletin board and be available to the Union on reasonable request.
- (b) Auxiliary employees will have seniority calculated on the combined total hours worked in all classifications.
- (c) When an auxiliary employee is hired into a regular position his/her total hours worked will be converted and credited as seniority in accordance with (a) above.
- (d) If a regular employee should resign or be laid off and opt to be placed on the casual list, his/her seniority will be converted to hours worked and credited in accordance with (b) above.

4.10 Loss of Seniority

- (a) A regular employee on an approved leave of absence exceeding thirty (30) calendar days shall neither lose nor accrue seniority.
- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.
- (c) An employee shall lose his/her seniority rights in the event that:
 - (1) he/she is discharged for just cause;
 - (2) he/she voluntarily terminates his/her employment or abandons his/her position;

- (3) he/she is on layoff for more than one (1) year;
- (4) he/she is an auxiliary employee and is not called for or does not accept work for a period of one (1) year.

4.11 Bridging Service

If a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability, or an aging parent and is re-employed with her former Employer, upon application she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probation period on re-employment.

ARTICLE 5 - LAYOFF AND RECALL

5.1 Definition of Layoff

- (a) "*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where work should become available, employees will be recalled in accordance with Article 5.
- (b) It is understood that employees may be subject to seasonal layoff during the months of July and August. In such cases, employees shall be entitled to all of the rights of Article 5. The provisions of Clause 5.6—Severance shall not apply in the case of seasonal layoff.

5.2 Pre-Layoff Canvass

- (a) Where the Employer identifies to the Union a need to proceed with a layoff of employees pursuant to Article 5, the Employer may prior to the layoff of employees under Article 5, canvass employees in order to invite:
 - (1) placement into a vacant regular position;
 - (2) resignation with severance as provided for in Article 5; or
 - (3) where eligible, early retirement.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.
- (c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees within the area identified for reduction and to the Union of the Pre-Layoff Canvass.

5.3 Layoff and Recall

- (a) *Layoff*

In the event of a layoff the following shall apply:

- (1) auxiliary employees shall be laid off in reverse order of seniority, prior to regular employees, providing the remaining employees have the required qualifications to do the remaining work;

(2) regular employees shall be laid off in reverse order of seniority, provided the remaining employees have the required qualifications to do the remaining work. If such is not the case, the Employer may layoff out of order or seniority only for the purpose of retaining employees with the required qualifications.

(b) *Recall*

(1) Regular employees on layoff shall be recalled in order of service seniority, provided they have the required qualifications to do the work, prior to auxiliary employees;

(2) Auxiliary employees on layoff shall be recalled in order of service seniority, provided they have the required qualifications to do the work.

(c) When a layoff occurs, a recall list shall be established and an employee's name will remain on the recall list for twelve (12) months from the date of his/her layoff.

(d) New employees shall not be hired until those employees on the recall list have been given an opportunity of recall.

(e) Laid off employees must ensure that the Employer is notified of where the employee can be contacted at all relevant times. Notice of recall may be made by telephone, telegram, registered mail or by direct personal contact. Employees will be given seventy-two (72) hours from the time the notice was initiated by the Employer in which to acknowledge receipt of the notice and indicate acceptance of the recall. Thereafter the Employer may offer the recall to another person.

(f) Employees who have accepted recall must report on the date required by the Employer, or such other date as might be mutually agreed to.

(g) The individual designated for layoff will have the right to bump to another position within the Employer for which she is qualified according to the amount of her service seniority.

(h) Regular full-time employees shall have the right to bump into another full-time, or at the option of the employee, a part-time position. Regular part-time employees shall have the right to bump into another part-time position.

(i) Upon layoff, a regular employee will have the option of converting regular seniority into hours and being placed on the auxiliary callout list pursuant to Clause 6.2.

5.4 Reduction in Hours

(a) Reduction in hours shall be based on seniority, as per Clause 4.9 providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.

(b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Clause 5.3.

(c) Any regular employee offered a reduction of hours shall be given two (2) weeks' notice of the reduction.

5.5 Advance Notice

The Employer shall notify employees who are to be laid off, ten (10) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

5.6 Severance Pay

Upon layoff, a regular employee will have the option to choose severance pay in amounts under the conditions as follows:

- (a) an employee who has completed three (3) months of continuous service will receive two (2) weeks' pay; an employee who has completed three (3) years' continuous service shall receive one (1) additional week's pay for every year of service to a maximum of eight (8) weeks' pay;
- (b) an employee choosing severance pay must do so in writing;
- (c) once an employee has chosen severance pay he/she will be removed from the recall list and will be deemed to have resigned from his position;
- (d) severance pay will be prorated for regular part-time service.

5.7 Grievance on Layoffs and Recalls

Grievances concerning layoff and recalls must be initiated at Step 2 of the grievance procedure.

ARTICLE 6 - WORKING CONDITIONS

6.1 Hours of Work

- (a) The regular working hours shall not exceed thirty-five (35) hours per week.
- (b) On regular school days, employees shall work a six (6) hour split shift, except that employees may work an eight (8) hour split shift on Fridays as required. No part of the split shift shall be less than two (2) hours in duration.
- (c) During spring break and Christmas holidays (as defined by the Vancouver School Board) employees shall work a seven (7) hour day and a thirty-five (35) hour workweek. By mutual agreement, the thirty-five (35) hour workweek may be worked in a period of less than five (5) days.

6.2 Relief and Meal Breaks

- (a) Employees shall be entitled to one (1) fifteen (15) minute paid relief break for shifts which exceed three (3) hours in duration.
- (b) Employees shall be entitled to two (2) fifteen (15) minute breaks paid relief break for shifts which exceed six (6) continuous hours in duration.
- (c) Employees shall be entitled to one (1) thirty (30) minutes paid meal break for shifts which exceed five (5) continuous hours in duration.

6.3 Callout for Available Shifts

- (a) Regular employees shall be offered any additional hours available in the child care centre before auxiliary, provided the additional hours do not result in overtime.
- (b) Additional hours shall be compensated at the employee's regular rate of pay and shall be used to calculate all benefits of this Collective Agreement except as provided in Article 26 (Health and Welfare Benefits).
- (c) Call out of employees, including auxiliary employees, for available hours shall be made by classification in order of seniority, provided that licensing standards shall be maintained.

6.4 Staff Meetings

The Employer agrees to allow weekly staff meetings during working hours. The weekly one (1) hour staff meeting shall be included in the thirty-five (35) hours of work per week and shall be conducted at the place of employment.

6.5 Administrative Time

A total of two (2) hours per week shall be made available to the senior supervisor or her/his designate when school is in session for the purpose of doing administrative work in the centre. A total of four (4) hours per week shall be made available when school is not in session. Such administrative time shall be included in the regular hours of work per week.

6.6 Licensing Standards

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

6.7 Safety

The Employer 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 premises is unsafe, or that equipment is faulty, shall have the right to refuse to work with such equipment or under such conditions. The employee shall report to the Employer in writing of such unsafe practices, equipment or, or if the unsafe equipment or condition is not remedied the issue shall be referred to the *Workers' Compensation Board* under *Section 3.12* of the *Occupational Health and Safety Regulations*. Pursuant to *Section 3.13* of the *Occupational Health and Safety Regulations* employees refusing to work in unsafe conditions or with unsafe equipment must not be subject to discriminatory or disciplinary action by the Employer.

ARTICLE 7 - VACATIONS

7.1 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.

7.2 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 prior to December 31st with the right to take days off as they are accumulated.

7.3 Vacation Entitlement

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

All regular employees in their fifth (5th) and subsequent calendar years shall be entitled to an extra vacation day to a total of twenty-five (25).

7.4 Vacation Scheduling

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

7.5 Accumulation or Carryover of Vacation

Up to one-half ($\frac{1}{2}$) of the vacation entitlement may be deferred for any reason until the next year with prior written approval. Requests shall be in writing and the Employer shall reply to such requests in writing.

7.6 Vacation Interruption

Employees who have commenced the vacation shall not be called back to work.

7.7 Prime Time Vacation Period

Subject to the provision of this article, it is the intent of the parties that no employee shall be restricted in the time of year she/he chooses to take his/her vacation. The Employer will make every effort to all employees to take their vacation during the period of April 15th to October 15th inclusive, which shall be defined as the prime time vacation period.

7.8 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year shall be computed in accordance with Clauses 7.2 and 7.3.

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

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

ARTICLE 8 - DESIGNATED HOLIDAYS

8.1 Paid Holidays

The following have been designated as paid holidays:

- | | |
|------------------------------------|--------------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Eve - 4 p.m. closure |
| July 1 st | Christmas Day |
| BC Day | Boxing Day |
| New Year's Eve - 4:00 p.m. closure | |

Any other day proclaimed as a holiday by the federal, or provincial governments shall also be a paid holiday.

8.2 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.

8.3 Designated Holiday Coinciding with Employee's Vacation

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

ARTICLE 9 - LEAVES

9.1 Sick Leave Defined

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently impair work ability.

(b) Sick leave may be used by any pregnant employee when there is a known or suspected case of German measles or any other disease or condition which could be harmful to pregnancy in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

9.2 Sick Leave Entitlement

A permanent full-time employee shall earn paid sick leave at the rate of one and three-quarters ($1\frac{3}{4}$) days per month. Part-time employees shall be entitled to sick leave credits on a pro rata basis. Sick leave shall accumulate to a total of ninety (90) working days.

9.3 Sick Leave Credit

All regular 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.

9.4 Medical Confirmation

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

9.5 Maternity/Parental Leave

(a) The period of maternity/parental leave shall be in accordance with the Maternity/Parental Provision of the *Unemployment Insurance Act*.

(b) Upon request, the employee shall be granted leave of absence without pay for a further period of up to one (1) year.

(c) Employees who have completed one (1) year of service may be granted additional leave upon request to a maximum of two (2) years.

(d) If the employee returns to work within the granted period of leave, she/he will be reinstated in her/his former position and will resume receiving the currently negotiated salary.

(e) If the employee applies for a position after the granted period of leave, she/he will be placed in the first equivalent position in the unit that becomes available. She/he shall retain this right for a period of two (2) years.

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

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

9.6 Paternity Leave

There shall be a paternity leave consisting of two (2) weeks with pay. Upon request, the employee shall be granted a leave of absence without pay for a period of up to one (1) year. Written confirmation of the birth may be required.

9.7 Adoption Leave

An employee who is adopting a child and who is not eligible for leave under Clause 9.5, shall be granted a leave without pay for a period of up to one (1) year. Written confirmation of the adoption may be required.

9.8 Bereavement Leave

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

9.9 Educational Leave

Regular and long-term auxiliary employees shall be entitled to the following education leave provisions:

- (a) Employees shall be granted four (4) days' educational leave with pay per annum to observe other day care centres, or preschool programs, or to attend seminars, workshops, training sessions or conferences which will be of benefit to her/his professional development. No more than one (1) employee shall normally be absent on such leave at the same time.
- (b) Leave of absence with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum.
- (c) The Employer shall pay the fee of obtaining a Class 4 Licence for employees who are required to have a Class 4 Licence for the performance of their duties.

The Employer shall pay the cost of obtaining and receiving First Aid Certificates for employees who are required to have First Aid Certificates for the performance of their duties.

- (d)
 - (1) The Employer agrees to cover one hundred percent (100%) of the cost to an annual maximum of three hundred and twenty-five dollars (\$325), the educational courses or seminars taken by an employee which, in the opinion of the Employer and the employee, will contribute to her/his professional development in the field of child care.
 - (2) The employee will submit original receipts for course costs to the Employer. If the employee does not successfully complete the course, arrangements shall be made for a repayment schedule and the employee shall reimburse the Employer for such costs.
- (e) If an employee attends a seminar, workshop, training sessions, or a conference on a week night or a weekend she/he shall be granted compensating time off at straight-time on a week day at a time mutually agreed by the employee and the Employer. Such compensating time off shall be deducted from the education leave time outlined in 9.9(a) and all other conditions in 9.9(a) shall also apply.

9.10 Leave of Absence for Union Activities

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

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

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

9.11 Special Leave of Absence without Pay

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

9.12 Special Leave with Pay

Special leave with pay of up to five (5) days per annum may be granted to the employee at the discretion of the Employer for any one of the following reasons or a combination thereof:

- (a) Illness in the employee's immediate family up to 5 days
- (b) Marriage of employee 3 days
- (c) Attend a funeral 1 day
- (d) Attend formal hearing to become Canadian citizen 1 day
- (e) Serious household or domestic emergency 5 days
- (f) Medical or dental appointment ½ day
- (g) Moving household furniture and effects 1 day

A minimum of two (2) weeks written notice is required for the Employer to consider granting special leave with pay for Sections (b), (d), (f) and (g) except in emergency situations.

9.13 Court Appearances and Jury Duty

- (a) Employees shall be granted leave with pay if subpoenaed to appear in court in their capacity as an employee.
- (b) Any regular full-time employee who is required to perform jury duty on a regular working day will be released to serve. The employee will be reimbursed by the association for the difference between the pay received for said jury duty and the employee's regular salary for the said period of time. The employee will be required to furnish proof of jury duty service and the pay received.

9.14 Christmas Week Leave

During the Christmas week, December 25th to 31st, the day care shall operate with the usual staff/child ratio. If the demand for care does not require all regular staff, then time off with pay shall be equally divided amongst all the staff. The time off and work schedule for this period shall be jointly determined by the board and the staff. If the centre should close, staff shall receive their regular wages.

9.15 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.

ARTICLE 10 - HEALTH AND WELFARE

10.1 Basic Medical Insurance

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

10.2 Extended Health and Life Insurance

The Employer agrees to pay one hundred percent (100%) of the monthly premium for all regular employees, full and part-time, at the dependent rate, if necessary. Coverage shall include a point-of-sale reimbursement card for prescription medication.

10.3 Dental Services Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for all regular employees, at the dependent rate, if necessary, entitled to coverage under the dental plan.

10.4 Remittance of Premiums

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

10.5 Workers' Compensation

- (a) The Employer agrees to apply for coverage under the Workers' Compensation Board. When the Employer or the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which she/he is not compensated by Workers' Compensation.
- (b) While an employee is in receipt of WCB wage loss benefits, sick time benefits will not accrue.
- (c) While an employee is in receipt of WCB wage loss benefits, if leave extends longer than three (3) months, vacation pay will not accrue, but vacation entitlement shall continue to accrue.

10.6 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift.

10.7 Transportation of Accident Victim

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

10.8 Payment of Benefit Premiums While on Seasonal Layoff

Commencing in 2009, the Employer shall pay the following benefit premiums for employees who are on seasonal layoff in accordance with Clause 5.1 (b):

- Medical Services Plan of BC, in accordance with Clause 10.1;
- Extended Health and Life Insurance, in accordance with Clause 10.2;
- Dental Services Plan, in accordance with Clause 10.3.

ARTICLE 11 - DISCHARGE AND RESIGNATION

11.1 Personnel Files

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

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

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

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

11.2 Dismissal for Cause

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

11.3 Warning

Before any dismissal notice is given, the Employer shall give the employee a written warning notice outlining the reasons for dissatisfaction with the employee, and the employee shall be on a trial period for at least two (2) weeks, except in those instances where the actions of the employee have caused a

demonstrable risk to the safety and/or well-being of the facility, employees, or children in care. Copies of such warnings shall be sent to the shop steward.

11.4 Notice of Dismissal

In case of dismissal, the employee shall be given two (2) weeks' notice or two (2) weeks' pay in lieu of notice.

11.5 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, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

11.6 Resignation

The employee agrees to give thirty (30) calendar days' notice in writing prior to leaving. This may be waived in extreme circumstances by mutual agreement.

11.7 Benefits

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

11.8 Performance Evaluation

There shall be a performance evaluation done for each employee prior to the end of the probationary period and every year thereafter prior to the employee's anniversary date. The evaluation shall be done by the Community School Programmer and/or an alternate as designed by the Board, and the Out-of-School Care Supervisor. The employee shall be given sufficient opportunity to read and review the evaluation. Provision shall be made on the employee evaluation form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee disagrees with the evaluation. The employee shall sign in one 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.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Grievance Procedure

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

12.2 Step 1

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

- (a) firstly, the senior supervisor, or
- (b) secondly, the Employer's delegated representative.

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.

12.3 Step 2

- (a) Subject to the time limits in Clause 12.4, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate 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 designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

12.4 Time Limit to Reply to Step 2

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

12.5 Step 3

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

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

12.6 Time Limit to Reply at Step 3

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

12.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Clause 13.1, the President, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

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

12.8 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or designate.

12.9 Technical Objections to Grievances

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

12.10 Violation of Time Limits

If there is a violation of the time limits and the onus for delay is upon the Union, the grievance shall be deemed to be abandoned and all rights of recourse to the grievance shall be at an end. If the onus for delay is on the Employer, then the grievance shall be deemed to have succeeded, and all appropriate steps to remedy the matter shall be taken forthwith by the Employer.

12.11 Retroactive Settlements

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

12.12 Amending 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 is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or facsimile.

12.13 Dismissal or Suspension Grievance

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

12.14 Policy Grievance

Where either party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of the occurrence.

Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 13.

ARTICLE 13 - ARBITRATION

13.1 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 Clause 12.7 notify the other party within thirty (30) days of receipt of the reply at the third Step, of its desire to submit the difference or allegations to arbitration.

13.2 Appointment of the Arbitrator

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be mutually chosen by the parties.

13.3 Procedure

The Arbitrator may determine his own procedure in accordance with the *Labour Relations Code* of BC 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.

13.4 Decision of Arbitrator

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

13.5 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.

13.6 Expenses of Arbitrator

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

13.7 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.

13.8 Witness

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

13.9 Expedited Arbitration

(a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;

- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise preliminary objection; and
- (8) demotions.

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

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one (1) of the categories listed in Clause 13.9(b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 13.3.

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

ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES

14.1 Substituting in Higher Paying Positions

Regular qualified employees shall be given the opportunity to substitute in higher paying positions in an "*acting*" capacity, before auxiliary staff are offered such hours of work.

14.2 Acting Senior Rate of Pay

When an employee is temporarily required by the Employer to accept the responsibility and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he will be placed at the step with a pay rate which is closest to eight percent (8%) above his/her current rate for all hours worked in the position.

14.3 Vacation Paycheques

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

14.4 Use of Employee Vehicle

Employees using their own car for the Employer's business shall receive thirty-five cents (35¢) per kilometre. Each employee using her/his own car for the Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

14.5 Part-time Employment

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

14.6 Auxiliary Employees

- (a) Auxiliary employees working for more than twenty-two (22) regularly scheduled continuous days shall receive all the benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Clauses 10.2 and 10.3. Auxiliary employees working for more than twenty-two (22) regularly scheduled continuous days, and auxiliary employees who are initially appointed to a term of employment exceeding thirty (30) calendar days in duration, shall receive the rate of pay for the classification for which they are backfilling.
- (b) Auxiliary employees who are hired for a period of three (3) months or more shall be entitled to benefits under Clause 10.1 following the completion of the third month of employment, in addition to the provisions of Clause 14.6(a).
- (c) Auxiliary employees who are hired for a period of one (1) year or more shall be entitled to benefits under Clauses 10.2 and 10.3 following the completion of the third month of employment, in addition to the provisions of Clause 14.6(a) and (b).

14.7 Payment of Wages

All employees shall be paid on alternating Fridays prior to the end of the earliest shift.

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

14.8 Criminal Records Checks

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

14.9 Travel on Out Trips

All time spent travelling to and from the site of out trips shall be considered time worked.

14.10 Registered Retirement Savings Plan

- (a) All regular employees, upon successful completion of the probationary period, shall have a one-time option of enrolling in the plan. Participation in the plan is voluntary. The employee must exercise the option within ninety (90) days of the plan coming into effect or upon completion of the probationary period.
- (b) Employee contributions to the Plan through payroll deduction will be on one (1) of the following bases:
- (c) One percent (1%) of regular earnings; or
Two percent (2%) of regular earnings; or
Three percent (3%) of regular earnings.

- (d) The Employer will match the contributions made by each employee.
- (e) Employees may increase or decrease their contribution levels, as noted in (b) above, on January 1st of each year by providing at least thirty (30) days' written notice to the Employer.
- (f) Employer and employee contributions will be locked in on the employee's behalf.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) "*Overtime*" means work performed by a full-time permanent employee in excess of his regularly scheduled *hours of work*.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half (1½x) times the straight-time rate.
- (d) "*Double-time*" means twice (2x) the straight-time rate.

15.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Union.

15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled weekly hours.
- (b) An employee working a compressed workweek, in accordance with Clause 6.1(d), shall be entitled to compensation for authorized overtime in excess of the scheduled weekly hours.
- (c) Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

15.4 Recording of Overtime

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

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

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

15.5 Sharing of Overtime

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

15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half (1½x) for the first six (6) hours of overtime in a regularly scheduled workweek; and
 - (2) double-time (2x) for hours worked in excess of Clause 15.6(a)(1).
- (b) Employees shall have the option of being compensated for overtime in cash or requesting time off.
- (c) Any overtime due as at December 31st, or on termination shall be paid in cash.

15.7 No layoff to Compensate for Overtime

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

15.8 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An emergency shall include but not be restricted to situations which require the attendance of an employee in order to provide adequate supervision and care for children.

15.9 Overtime for Part-time Employees

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

15.10 No Callout

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

15.11 Overtime Statements

Employees shall be provided with statements of banked overtime on reasonable request.

ARTICLE 16 - HARASSMENT

16.1 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary to protect employees from sexual harassment.
- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
 - touching, patting or other physical contact;

- leering; staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- 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.

(c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not be, accompanied by an expressed or implied threat of reprisal or promise of reward.

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

16.2 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary to protect employees from personal harassment.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation or gender identity, and/or is discriminatory behaviour directed at an individual which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- physical threats or intimidation;
- words, gesture, 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) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

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

(e) Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

16.3 Harassment Complaint Procedures

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

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the employer designate in writing within fifteen (15) days of receipt of the complaint. The employer designate shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the employer designate resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the employer designate may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the respondent, except that the complainant may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the employer designates response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- dismiss the complaint; or
 - determine the appropriate level of discipline to be applied to the harasser.
 - make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (j) The clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under this article shall be treated in strict confidence by all parties involved.

ARTICLE 17 - TERM OF AGREEMENT

17.1 Duration

This Agreement shall be binding and remain in effect to midnight February 28, 2011.

17.2 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 November 1, 2010, but in any event not later than midnight November 30, 2010.

(b) Where no notice is given by either party prior to December 1, 2010, both parties shall be deemed to have been given notice under this section on December 1, 2010.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the appropriate designate.

17.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 17.2 of this article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

17.4 Change in Agreement

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

17.5 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

Abdul Shaikh
Association President

Charlene Ogilvie
Bargaining Committee Member

Karen Laybourn
Bargaining Committee Member

Chris Mullen
Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX 1

Salary Schedule

| Classification | Step | Effective March 1, 2008 | Effective March 1, 2009 | Effective March 1, 2010 |
|---------------------|------|----------------------------|----------------------------|---|
| | | Hourly | Hourly | Hourly |
| Senior Supervisor | 1 | 17.41 | 17.76 | 18.12 |
| | 2 | 17.82 | 18.18 | 18.54 |
| | 3 | 18.15 | 18.51 | 18.88 |
| | 4 | 18.52 | 18.89 | 19.27 |
| | 5 | 18.90 | 19.28 | 19.67 |
| Supervisor | 1 | 15.25 | 15.56 | 15.87 |
| | 2 | 15.55 | 15.86 | 16.18 |
| | 3 | 15.86 | 16.18 | 16.50 |
| | 4 | 16.18 | 16.50 | 16.83 |
| | 5 | 16.51 | 16.84 | 17.18 |
| School Age Educator | 1 | 14.11 | 14.39 | 14.39 |
| | 2 | 14.37 | 14.66 | 14.66 |
| | 3 | 14.69 | 14.98 | 14.98 |
| | 4 | 14.96 | 15.26 | 15.26 |
| | 5 | 15.29 | 15.60 | 15.60 |
| Assistant | 1 | 13.05 | 13.31 | Classification Eliminated Effective March 1, 2010 - See Letter of Understanding #1 |
| | 2 | 13.29 | 13.56 | |
| | 3 | 13.57 | 13.84 | |
| | 4 | 13.84 | 14.12 | |
| | 5 | 14.10 | 14.38 | |
| Auxiliary | n/a | 12.24 | 12.48 | 12.73 |

Salary is based upon a 35-hour week.

Movement on the Salary Scale

The step scale reflects years of service with Champlain Heights Community Association, with the exception that when an employee moves from one classification to a more senior classification the employee shall be placed at the step in the new classification with a pay rate which is closest to eight (8) percent above his/her rate at the less senior classification.

CLASSIFICATIONS

Senior Supervisor - an employee who has completed a School Age Child Care Certificate program at an accredited institution and who is responsible for overseeing the program and directing the day to day operations of the Centre.

Supervisor - the employee who has completed a School Age Child Care Certificate program at an accredited institution and who assists the Senior Supervisor in the performance of her/his duties.

School Age educator - an employee who has completed a School Age Child Care Certificate program or equivalency at an accredited institution and who assists the Senior Supervisor and Supervisor in the performance of their duties.

Auxiliary - an employee defined in Clause 4.2 who has not worked more than twenty-two (22) continuous days as per Clause 14.5.

All employees are required to have Basic First Aid Certificates for the performance of their duties.

APPENDIX 2**Health and Welfare Benefits**

For additional details refer to the Group Benefits Plan booklet provided by the plan carrier.

(a) Extended Health Plan

The extended health plan will provide the following:

- (1) \$25 Deductible per year per person or family;
- (2) Dual coverage is allowed provided spouse's plan is with a different Employer;
- (3) Co-insurance: 100% of eligible expenses up to \$1,000 per calendar year and 100% of expenses over \$1,000 and out of country emergency expenses;
- (4) No Pharmacare tie-in;
- (5) Contraceptives will be covered;
- (6) Paramedical practitioners \$350 (per practitioner, per person, per year).

(b) Dental Plan

Dual coverage is allowed provided spouse's plan is with a different employer;

- (1) *100% Plan A Basic Services;*
 - (i) Two standard exams and cleaning per year;
 - (ii) Root canals;
 - (iii) Employee responsible for additional costs for white fillings in back teeth;
 - (iv) Repair of bridges, repair or reline of dentures;
 - (v) Surgical Procedures to extract teeth as well as other surgical procedures performed by a dentist.
- (2) *60% Plan B Major Services;*
 - (i) A service provided under Part B is eligible for payment only once every 5 years;
 - (ii) Crowns and Bridges. Pre-Approval is recommended;
 - (iii) Dentures (removable prosthetics);
 - (iv) Maximum \$1,750 per person per year for A and B combined, effective March 1, 2009.
- (3) *50% Plan C Orthodontic Services;*
 - (i) Lifetime maximum \$1,500 per person; Pre-approval required;
 - (ii) To be eligible for Plan C you must be enrolled under Part C for twelve months;
 - (iii) No run-off for claims after termination of employment.

(c) Group Life, Accidental Death and Dismemberment**(1) Group Life**

\$10,000, coverage reduces by 50% for ages 65 – 69, to \$2,500 at age 70 and terminates at age 75.

(2) Accidental Death and Dismemberment

\$10,000, coverage reduces by 50% for ages 65 – 69 and terminates at age 70.

LETTER OF UNDERSTANDING #1

Re: Reclassification of Assistants as School Age Educators

Effective March 1, 2010, Assistants will be reclassified as School Age Educators in accordance with the following:

1. Employees in the Assistant classification, regardless of step, will be placed at Step 1 of the School Age Educator classification;
2. The Assistant classification will be eliminated.