

COLLECTIVE AGREEMENT

between the

SOUTH HILL CHILD CARE SOCIETY

and the

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

Effective from September 1, 2008 to August 31, 2010

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the employee.

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - DEFINITION OF EMPLOYEES

3.1 Employee

Employee shall mean any person employed who is covered by the certification granted the Union by the Labour Relations Board of BC on February 27, 1975.

3.2 Full-Time Employee

Full-time employee shall mean any employee who normally works the regular workweek as defined in Article 16 (Hours of Work).

3.3 Part-time Employee

Part-time employee shall mean any employee who works on a continuous basis but normally works less than the regular workweek as defined in Article 16 (Hours of Work).

3.4 Substitute

A substitute employee is hired on a temporary day to day basis and s/he is not recognized as permanent staff. Therefore they are not union members and are not protected by this contract.

3.5 Employer

Employer shall mean the parent body, represented by an elected parent board in accordance with the outline of job duties specified in the "*Terms of Reference*".

3.6 Use of Feminine and Singular Terms

The feminine gender is used throughout this Agreement for convenience only and is not intended to exclude male employees from the provisions herein. Wherever the feminine and singular is used, the same shall be construed as meaning the masculine or plural unless otherwise stated.

ARTICLE 4 - UNION SECURITY

4.1 Union Shop

All those employees who are presently members of the Union or who are eligible for membership in the Union shall, as a condition of continued employment, maintain such membership or become members of the Union immediately upon the signing of this Agreement. All employees hired on or after the date of signing this Agreement shall, as a condition of employment, become members of the Union and maintain such membership.

4.2 No Conflict

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

4.3 No Discrimination

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 the exercise of rights provided for in this Agreement, or for reason of membership or activity in the Union.

ARTICLE 5 - CHECK-OFF

5.1 Authorization

All employees, on their date of hire, shall be required to sign an Authorization for Dues Deduction.

5.2 Deduction of Dues

The Employer agrees to deduct an employee's union dues beginning on the first pay date following thirty (30) calendar days of employment.

5.3 Collection of Dues

Before the fifteenth day of each month the Employer agrees to forward the collected dues by cheque to the Treasurer of the Union, together with a detailed list of names, social insurance numbers and amount of dues deducted.

5.4 Notification by the Union

Before the Employer is obliged to deduct any dues or amount under Clause 5.2, the Union must advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer, signed by the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be deducted.

ARTICLE 6 - UNION ACTIVITY

6.1 One-Hour Explanation

The Employer agrees that a member of the Local Union Executive or a steward shall be allowed up to one (1) hour during regular working hours to meet and explain the function of the Union to each new employee during her first month of employment and to sign the employee into the Union.

6.2 Contact at Work

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

6.3 Leave for Union Office

The Employer agrees to grant leave of absence without pay up to one (1) year to employees who have been elected to a full-time office or position in the Union. Further leave may be granted by mutual consent. Seniority shall accumulate during the employee's leave of absence. The employee shall be allowed to continue with all the benefit plans provided for in this Agreement and the employee shall pay the full premiums for these plans.

ARTICLE 7 - STEWARDS

7.1 Recognition

The Employer recognizes the steward(s) elected by the Union and shall not discriminate against such stewards for carrying out the duties proper to that position.

7.2 Meeting the Employer

When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee, upon request, may be accompanied by a steward or union representative.

7.3 No Loss of Pay

The steward(s) may investigate and process grievances or confer with representatives of the Union during regular working hours without loss of pay.

7.4 Notification

The Union shall regularly notify the Employer, in writing, of the names of its Local Executive, stewards and Grievance Committee.

ARTICLE 8 - DISCRIMINATION

8.1 Human Rights

There will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual preference, appearance, or whether she has children.

8.2 Dress Code

Employees shall be allowed to wear whatever type of clothing they wish provided it meets health and safety requirements. No employee shall be discriminated against because of her dress.

ARTICLE 9 - PROBATION PERIOD

9.1 Duration

An employee shall be on probation for the first three (3) calendar months of her employment.

9.2 Rights

The probationary employee shall be entitled to all rights and privileges of this Agreement, except as provided in Article 20 (Medical and Dental).

9.3 Review

There shall be a weekly verbal and/or written review by the full-time permanent employees of the Centre. The probationary employee shall have this review discussed with her.

9.4 Performance Review

Where a performance review of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the performance review. Provision shall be

made on the performance review form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the performance review, and the other indicating that the employee disagrees with the performance review.

The employee shall sign in only one (1) of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicated disagreement. An employee shall, upon request, receive a copy of this performance review at the time of signing. An employee's performance review 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 employee may respond, in writing, to the performance review. Such response will be attached to the performance review.

ARTICLE 10 - HIRING PROCEDURES

10.1 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and union binders, within seven (7) days of the vacancy or of the new position being established, for a minimum of fourteen (14) calendar days, so that all members will know about the vacancy or new position.

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

10.2 Appointment Policy

In making promotions and transfers, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

The Employer shall consult with the Supervisor prior to making appointments.

10.3 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted. The Union shall be notified of all appointments.

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being promoted and areas where the employee can improve opportunities for advancement.

10.4 Right to Grieve

Where an employee feels that he has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 24 of this Agreement within seven (7) days of being notified of the results.

ARTICLE 11 - LAYOFF AND RECALL

11.1 Layoff

If a reduction of staff is necessary, the Employer shall inform the employees. At the request of either party a meeting shall be held and the following procedure adopted:

- (a) The employee with the least amount of seniority will be the first laid off. However, every effort shall be made by the Employer to relocate the laid off person in another suitable position.

- (b) All laid off employees shall automatically be placed on the recall list.
- (c) Each employee, in case of layoff, shall receive one (1) month's notice or one (1) month's pay in lieu of notice.

11.2 Recall List

In case of layoff, a recall list shall be established and copies of current recall lists shall be supplied to the employees upon request.

11.3 Length of Recall

Any employee shall be on the recall list for a period of one (1) year.

11.4 Notice of Recall

Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known to the Employer. A copy shall be sent to the union office.

11.5 Salary of Recalled Employees

The recalled employee shall receive no less than her former salary plus any increments to which she would have become entitled during the period on the recall list.

11.6 Notice of Current Address

It shall be the responsibility of the employee on the recall list to keep the Employer informed of her current address.

11.7 Emergency Closure

Any day other than a Saturday, Sunday or designated holiday on which the Day Care Centre is officially closed shall be designated a closure, and no employee shall suffer any loss of pay.

11.8 Permanent Closure

In case of closure of South Hill Child Care Society, each employee shall receive three (3) months' notice or three (3) months' salary in lieu of notice.

ARTICLE 12 - GENERAL

12.1 Transportation

When an employee uses her car for day care business, she shall be reimbursed at a rate of twenty-nine cents (29¢) per mile. Reimbursement over ten dollars (\$10) shall only be made after written approval of the Employer of expenses incurred.

12.2 Working Conditions

Working conditions, wages, privileges and benefits at present in force, which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full effect and force.

12.3 Bulletin Board

The Employer agrees to provide space for union notices and information on a bulletin board in a permanent and prominent location acceptable to the Union.

ARTICLE 13 - LEAVES OF ABSENCE

13.1 Compassionate Leave

In case of bereavement in the immediate family and close friends and relatives, an employee shall be entitled to special leave without pay from the date of death to and including the date of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed five (5) working days. Employees shall be granted one (1) day's leave of absence with pay to attend a funeral.

13.2 General Leave

(a) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for leave is to be in writing and approved by the Employer. Employees who are requesting leaves for periods of greater than two (2) weeks must have completed at least five (5) years' service with the Employer. Approval shall not be unreasonably withheld.

(b) Upon return from leave of absence, the employee will be placed in his/her former position or where the position no longer exists in an equivalent position.

13.3 Leave for Court Appearances

An employee who is called for jury duty or as a witness shall continue to receive her regular pay less the amount paid in respect of jury duty or as witness fees for a day she is normally scheduled to work.

13.4 Maternity/Parental Leave

A pregnant Employee shall qualify for Maternity/Parental Leave upon completion of her probation period. The period of Maternity/Parental Leave shall be in accordance with the Maternity/Parental Leave provisions of the *Employment Standards Act*. Upon return to work, the employee shall be reinstated in her former position. Upon request, and upon receipt of a doctor's note, the employee shall be granted a further leave of absence without pay for a period of up to twelve (12) months for medical reasons. The Employer shall, with the agreement of the employee, defer the commencement of the Maternity/Parental Leave for any period approved in writing by a qualified medical practitioner. Upon return to work, the employee shall be reinstated in her former position with the same pay and without loss of seniority entitlements.

13.5 Paternity Leave

Employees shall be entitled to two (2) weeks' paternity leave without pay. Upon request, the employee shall be granted a leave of absence without pay for a period up to six (6) months, subject to extension upon application to the Employer. Such an extension shall not be unreasonably denied.

13.6 Leave for Taking Courses

An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.

ARTICLE 14 - VACATIONS

14.1 Vacation Entitlement

For the purposes of this Agreement, vacation entitlement shall be calculated from the date of hiring (anniversary date).

14.2 Vacation Schedule

Employees, who have completed probation, shall be entitled to annual vacation leave, with pay, in accordance with the following:

Vacation Year	Entitlement
First to third	20 working days with pay
In the Fourth Year of Service	21 working days with pay
In the Fifth Year of Service	22 working days with pay
In the Sixth Year of Service	23 working days with pay
In the Seventh Year of Service	25 working days with pay
In the Eighth Year of Service	26 working days with pay
In the Ninth Year of Service	27 working days with pay
In the Tenth Year of Service	28 working days with pay
Eleventh and Thereafter	30 working days with pay

Vacation leave with pay shall be prorated for partial service and part-time employees, in accordance with the above.

14.3 Pay for Vacation

Rates of pay for employees on vacation shall be those which the employee would have received if she had worked.

14.4 Paycheques

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

14.5 Split Vacations

Employees desiring to take holidays in broken periods shall be entitled to do so subject to the requirements of South Hill Child Care Centre.

14.6 Termination

Any employee terminating her employment will receive the balance of vacation pay owing, according to her anniversary date.

14.7 Conflict in Vacation Scheduling

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees.

14.8 Vacation Scheduling

Employees shall draw up a vacation schedule which is to be posted in the office. The schedule can be changed thereafter by collective agreement of the employees.

14.9

After five (5) years of service, a staff member shall be entitled to a leave of absence without pay, giving as much notice to both the Employer and other employees. The absence could be requested for up to one (1) year.

ARTICLE 15 - DESIGNATED HOLIDAYS

15.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Easter Monday
Good Friday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	Christmas Eve Day

In addition, any other day proclaimed as a holiday by the federal, provincial or municipal governments shall be deemed as a designated holiday.

The South Hill Child Care Centre will be closed on all designated holidays. When a designated holiday falls on a Saturday or Sunday, the Centre will be closed on the appropriate day designated by government. Therefore, scheduled hours of work will not be allowed for these days.

15.2 Compensation for Holidays Falling on Scheduled Days Off

When a designated holiday falls on the regular day off of an employee, she shall choose either to be granted an equivalent time off without loss of pay or to be paid an additional day's pay. The time at which the time off is to be taken is to be determined by the employee subject to approval by the majority of employees. Such approval will not be unreasonably withheld.

ARTICLE 16 - HOURS OF WORK

16.1 Workday and Workweek

- (a) Hours of work for all full-time employees shall be thirty-seven and one-half (37½) hours per week or seventy-five (75) hours over two (2) weeks.
- (b) The normal workday shall be seven and one-half (7½) hours.
- (c) The regular weekly one (1) hour staff meeting shall be included in the weekly computation of hours worked.

16.2 Meal Period

Employees shall be allowed to take one (1) continuous period for meals of not less than thirty (30) minutes and not more than one (1) hour.

ARTICLE 17 - OVERTIME

17.1 Definition

Overtime is that time worked in excess of thirty-seven and one-half (37½) hours per week or in excess of seven and one-half (7½) hours in a day.

17.2 Overtime Premium

- (a) Employees working approved overtime, in excess of seven and one-half (7½) hours per day, shall be compensated as follows;
 - (1) time and one-half (1½) for the first three (3) hours;
 - (2) double-time (2x) for hours worked in excess of (1) above.

(b) Employees working approved overtime, in excess of thirty-seven and one-half (37½) hours per week shall be compensated as follows;

- (1) time and one-half (1½) for the first seven and one-half hours (7½);
- (2) double-time for hours worked in excess of (1) above.

17.3 Call Back

An employee called back to work after completing a normal day's work or from a normal day off, a holiday or from vacation, shall be paid at overtime rates for all hours worked and will be paid for a minimum of four (4) hours.

17.4 Overtime Minimum

Overtime shall be paid in one-half (½) hour periods regardless of the time worked in any one-half (½) hour period.

17.5 Time Off in Lieu of Overtime Pay

Time off in lieu of overtime worked may be banked and taken as time off in lieu with the following conditions:

- (a) Total banked overtime hours are not to exceed fifteen (15) hours. All overtime in excess of this limit will automatically be paid out.
- (b) Time off in lieu must be taken with the prior approval of the Employer and other employees.
- (c) Time off in lieu of overtime pay will be taken at time and one-half (1½) of overtime hours.

17.6 Right to Refuse Overtime

- (a) 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.
- (b) When an employee is required to work overtime, the Employer shall pay for any dependent care expenses incurred by the employee. Such expenses to be the dependent care expenses normally paid by the employee.

ARTICLE 18 - SICK LEAVE

18.1 Definition

Sick leave will be granted for all physical, emotional and psychological ailments that would significantly impair work ability.

18.2 No Discrimination

No employee shall be discriminated against or lose seniority or be severed because of illness, providing the purpose of the Centre or the care and welfare of children is not impacted.

18.3 Reporting of Illness

Where an employee is ill, she must report by telephone or otherwise to an employee of South Hill Child Care Centre, the night before or the morning of the absence. Unreported time loss will be considered unpaid leave, except for emergency situations.

18.4 Medical and Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for an employee shall be

permitted, but where any such absence exceeds two (2) hours, the full-time absence will be charged to sick leave credits.

18.5 Access to Sick Leave Records

The Employer shall make sick leave records available upon request of employees.

18.6 Paid Sick Leave Entitlement

Employees shall be entitled to two (2) days paid sick leave, per month, with the right to accumulate sick leave to a maximum of twenty-four (24) days. When an employee has been absent for more than three (3) continuous days or where a pattern of absences develops, the Employer may request that the employee produce a doctor's note. The cost of obtaining the doctor's note shall be borne by the Employer.

18.7 Termination

Upon termination of employment for whatever reason, an employee will receive:

- (a) the balance of earned but unused sick leave entitlement owing for the current employment year;
- (b) fifty percent (50%) of unused banked sick leave entitlement accumulated for future extended sick leave.

18.8 Workers' Compensation

Employees with accumulated sick leave to their credit shall receive their wages and any monies paid, or payable to them by the Workers' Compensation Board. In such cases, there shall be a deduction from the accumulated sick leave of one-quarter ($\frac{1}{4}$) of the time the employee is absent.

18.9 Extended Sick Leave

Entitlement to extended sick leave shall be based on length of service and shall come into effect when the employee has been continuously ill for ten (10) or more working days. In case of such a lengthy illness, the employee shall apply for sick leave benefits as provided under the *Unemployment Insurance Act*.

18.10 Sick Leave during Pregnancy

- (a) Illness arising due to pregnancy during employment and prior to maternity leave may be charged to normal sick leave credits.
- (b) Sick Leave may be used by any pregnant employee when there is a known or suspected case of German measles or any other disease or condition which could be harmful to pregnancy in the place of employment. She may use Sick Leave until all danger from such disease or condition no longer exists.

ARTICLE 19 - WORKING CONDITIONS

19.1 Petty Cash

The Employer shall allocate one hundred and fifty dollars (\$150) per month for petty cash. This sum will be used at the discretion of the employees who shall keep proper records of its use.

19.2 New Employees

The Employer agrees to hire the following employees:

- (a) a janitor for ten (10) hours per week (or equivalent janitorial service satisfactory to the employees); and
- (b) sufficient child care workers to meet child care ratios.

19.3 Provincial Health Standards

The Employer agrees to make the necessary improvements to the South Hill Child Care Centre to enable the Centre to meet provincial health standards.

19.4 Child Limit

The number of children for which South Hill Child Care Centre is licensed as of the date of signing of this Agreement shall not be changed except with the written consent of the majority of the employees and written approval of the Employer.

ARTICLE 20 - MEDICAL AND DENTAL PLANS

The Employer shall pay fifty percent (50%) of all the premiums of the Medical Services Plan of BC, Extended Health Benefits and a Dental Plan for all employees who work twenty (20) or more hours per week, after a probationary period of three (3) months.

Effective September 1, 2009, the Employer shall pay one-hundred percent (100%) of the Medical Services Plan of BC, Extended Health Benefits and a Dental Plan for all employees who work twenty (20) or more hour per week, after a probationary period of three (3) months.

ARTICLE 21 - JOB CLASSIFICATION

21.1 List of Classifications

There shall be the following job classifications: Teacher Supervisor, Teacher Assistant Supervisor, Teacher Aide, Substitute and Unqualified Substitute.

21.2 Job Descriptions

All job classifications covered by the bargaining unit shall have written job descriptions.

21.3 Copies of Job Description

Each employee, upon date of hire, shall be given a copy of her job description.

21.4 New Classifications

Any new classifications (including job descriptions and rate of pay) during the life of this Agreement, shall be mutually agreed upon by the employees and the Employer.

ARTICLE 22 - DISCHARGE

22.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

22.2 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports.
- (b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

22.3 Right to Have Union Representative Present

(a) An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.

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

22.4 Reinstatement for Unjust Cause

If, as a result of the grievance procedure, it is found that an employee has been dismissed for unjust cause, that employee shall be reinstated in her former position without loss of seniority or benefits and shall be compensated by the Employer for all time lost, retroactive to the date of dismissal.

22.5 Benefits

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

ARTICLE 23 - WAGES

Classification	Effective Sept. 1, 2008	
	Monthly	Hourly
Teacher Supervisor	\$4665	\$28. 71
Teacher Assistant Supervisor	3393	20.8 8
Teacher Aide	2925	18.0 0
Substitutes		15.0 0
Unqualified Substitutes		12.7 5

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Grievance Procedure

The Employer 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.

24.2 Step 1

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

24.3 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 Clause 24.4, must do so not later than thirty (30) days after the date:

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

24.4 Step 2

- (a) Subject to the time limits in Clause 24.3, 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.

24.5 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.

24.6 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.

24.7 Time Limit to Reply at Step 3

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

24.8 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.

24.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 25, 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.

24.10 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 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.

24.11 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.
- (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.

24.12 Deviation from Grievance Procedure

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

24.13 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 25.

24.14 Technical Objections to Grievances

It is the intent of both parties of 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 25 - ARBITRATION

25.1 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 24, 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.

25.2 Appointment of Arbitrator

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the agreed upon list outlined in Appendix A.

25.3 Procedure

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

25.4 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.

25.5 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.

25.6 Expenses of Arbitrator

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

25.7 Amending of 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.

25.8 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.

25.9 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 demotions.

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 25.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 26 - PICKET LINES

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line. The Employer agrees that it will not request, require or direct employees or volunteers to perform work resulting from strikes that would normally have been carried out by those on strike.

ARTICLE 27 - SENIORITY

27.1 Definition

Seniority shall mean length of service at South Hill Child Care Centre and shall be credited for all service prior to certification of the bargaining unit.

27.2 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 she would have earned had she not been absent and had been able to work.
- (c) An employee shall lose her seniority rights in the event that:
- (1) she is discharged for just cause;
 - (2) she voluntarily terminates her employment;
 - (3) she is on layoff for more than one (1) year;
 - (4) she becomes an auxiliary employee.

ARTICLE 28 - PROFESSIONAL DEVELOPMENT

28.1 Professional Day

An employee may take two (2) days a year to take part in courses, conferences, workshops, institutes, evening meetings, or in-service training sessions; such leave to be paid at straight-time and at time and activities mutually agreed upon between the Employer and the employees.

28.2 Program Development Day

One (1) day per year will be designated as a Program Development Day. On this day the Centre will be closed to enable staff to collectively discuss all aspects of the Centre. The date of this closure shall be set by a mutual decision of the employees and the Employer at least ten (10) days before the proposed date.

28.3 Job Training

Employees are encouraged to take upgrading and courses and practicum to qualify as supervisors. An employee wishing to take courses or practicum shall apply in writing to the Employer and other employees. The employee shall receive a reply from the Employer in seven (7) days. The employee shall not suffer a loss of pay for taking such a course based on the agreement that the employee shall continue working for South Hill for eight (8) months following completion of course, unless this requirement is waived by the Employer and employees due to unforeseen circumstances.

ARTICLE 29 - GROUP 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 basis:
- one percent (1%) of regular earnings; or
 - two percent (2%) of regular earnings; or
 - three percent (3%) of regular earnings; or
 - four percent (4%) of regular earnings; or
 - five percent (5%) of regular earnings.
- (c) The Employer will match the contributions made by each employee.
- (d) Employees may increase or decrease their contribution levels, as noted in (2) above, on January 1st of each year by providing at least thirty (30) days' written notice to the Employer.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall be in full force and effective from and including September 1, 2008 to and including August 31, 2010. All articles of this Agreement shall remain in full force and effect from year to year thereafter unless either party, at least thirty (30) days immediately preceding the date of expiry of this Agreement, gives to the other party written notice of its desired changes.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker, President

Cynthia Lefebvre, President

Brenda Owens, Bargaining Committee

Chris Mullen, Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX A

Arbitrators

Pursuant to Clause 25.2, the following individuals will hear arbitration cases:

- Rod Germaine
- Marguerite Jackson
- Vince Ready
- Robert Pekeles
- Joan Gordon