

COLLECTIVE AGREEMENT

between the

WEST POINT GREY DAYCARE SOCIETY

and the

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

Effective from January 1, 2009 to May 31, 2019

TABLE OF CONTENTS

ARTICLE 1 - UNION RIGHTS AND RECOGNITION	1
1.1 No Discrimination	1
1.2 Recognition	1
1.3 No Other Agreement	1
1.4 No Discrimination for Union Activity	1
1.5 Picket Lines.....	1
1.6 Union Shop.....	1
1.7 Recognition of Shop Stewards	1
1.8 Meeting the Employer.....	1
1.9 Stewards' Leave With Pay	1
1.10 Acquainting New Employees.....	2
1.11 Contacting at Work.....	2
ARTICLE 2 - EMPLOYER'S RIGHTS	2
ARTICLE 3 - EMPLOYER-UNION RELATIONS.....	2
3.1 Employer-Union Relations.....	2
3.2 Check-off Authorization and Deductions.....	2
3.3 Remittance of Dues	2
3.4 Dues Receipt for Income Tax Purposes.....	2
3.5 Alteration of Dues and Special Deduction	2
3.6 Notification of Staff Changes.....	2
3.7 Correspondence.....	2
3.8 Copies of the Agreement.....	3
3.9 Joint Consultation Meetings.....	3
ARTICLE 4 - STAFFING	3
4.1 Definition of a Regular Employee.....	3
4.2 Definition of an Auxiliary Employee.....	3
4.3 Notification of Regular Employment.....	3
4.4 Notification of Auxiliary Employment.....	3
4.5 Job Descriptions	3
4.6 Hiring	3
4.7 Priorities in Hiring	4
4.8 Probation.....	4
4.9 Promotions and Transfers	4
4.10 Definition of Seniority and Seniority List.....	4
4.11 Loss of Seniority	4
4.12 Reduction of Hours	4
4.13 Advance Notice	4
4.14 Layoff and Recall	5
ARTICLE 5 - WORKING CONDITIONS.....	5
5.1 Workweek and Workday.....	5
5.2 Breaks.....	5
5.3 Staff Meetings.....	6
5.4 Preparation Time	6
5.5 Health, Safety and Environment	6
5.6 Licensing Standards	6

ARTICLE 6 - VACATIONS	6
6.1 Calendar Year	6
6.2 Vacation for the First Incomplete Year	6
6.3 Vacation Entitlement	6
6.4 Christmas Break	7
6.5 Vacation Scheduling.....	7
6.6 Vacation Preference	7
6.7 Sick Leave During Vacations	7
6.8 Termination of Employment	7
6.9 Vacation Carryover and Banked Vacation	8
ARTICLE 7 - DESIGNATED HOLIDAYS	8
7.1 Paid Holidays.....	8
7.2 Designated Holiday Falling on a Scheduled Day Off.....	8
7.3 Designated Holiday Coinciding with Employee's Vacation	8
ARTICLE 8 - LEAVES.....	8
8.1 Definition of Sick Leave.....	8
8.2 Sick Leave Entitlement.....	9
8.3 Sick Leave Credit	9
8.4 Medical Confirmation.....	9
8.5 Sick Leave of Absence Without Pay	9
8.6 Bereavement Leave	9
8.7 Educational Leave	9
8.8 Special Leave	10
8.9 Leave for Court Appearances	10
8.10 Elections	10
8.11 Leave of Absence for Union Activities.....	10
8.12 Special Leave of Absence Without Pay	10
ARTICLE 9 - PREGNANCY, PARENTAL AND ADOPTION LEAVE	11
9.1 Pregnancy Leave	11
9.2 Parental and Adoption Leave	11
9.3 Extension of Leaves	11
9.4 Benefit Plan.....	12
9.5 Sick Leave	12
9.6 Deemed Resignation.....	12
9.7 Entitlements Upon Return to Work.....	12
ARTICLE 10 - HEALTH AND WELFARE.....	12
10.1 Basic Medical Insurance	12
10.2 Extended Health and Life Insurance	12
10.3 Dental Services Plan.....	12
10.4 Remittance of Premiums	12
10.5 Workers' Compensation.....	13
ARTICLE 11 - DISCIPLINE, SUSPENSION AND DISCHARGE.....	13
11.1 Burden of Proof.....	13
11.2 Dismissal and Suspension.....	13
11.3 Right to Grieve Other Disciplinary Action	13
11.4 Resignation.....	13
11.5 Personnel Files	13

ARTICLE 12 - GRIEVANCES.....	14
12.1 Grievance Procedure	14
12.2 Step 1.....	14
12.3 Time Limits to Present Initial Grievance	14
12.4 Step 2.....	14
12.5 Time Limits to Reply to Step 2.....	15
12.6 Step 3.....	15
12.7 Time Limit to Reply at Step 3.....	15
12.8 Failure to Act	15
12.9 Time Limit to Submit to Arbitration	15
12.10 Amending of Time Limits.....	15
12.11 Dismissal or Suspension Grievances	15
12.12 Deviation from Grievance Procedure	16
12.13 Policy Grievance.....	16
12.14 Technical Objections to Grievances	16
ARTICLE 13 - ARBITRATION	16
13.1 Notification	16
13.2 Appointment of Arbitrator	16
13.3 Board Procedure.....	16
13.4 Decision of Arbitrator	16
13.5 Disagreement on Decision.....	17
13.6 Expenses of Arbitrator	17
13.7 Amending Time Limits	17
13.8 Witnesses	17
13.9 Expedited Arbitration	17
ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES.....	18
14.1 Choice of Time Off or Pay for Overtime.....	18
14.2 Pay or Compensating Time Off for Overtime Worked	18
14.3 Vacation Pay.....	18
14.4 Mileage Payments and Auto Insurance	18
14.5 Part-Time Employment.....	18
14.6 Auxiliary Employees - Long-Term.....	18
14.7 Payment of Wages.....	18
14.8 Criminal Record Checks	19
14.9 Child Care Allowance	19
14.10 Substitution Pay.....	19
14.11 Step Increases	19
ARTICLE 15 - TERM OF AGREEMENT.....	19
15.1 Duration	19
15.2 Notice to Bargain	19
15.3 Commencement of Bargaining.....	20
15.4 Change in Agreement	20
15.5 Agreement to Continue in Force.....	20
APPENDIX A - Wage Rates	21

ARTICLE 1 - UNION RIGHTS AND RECOGNITION

1.1 No Discrimination

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

1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of West Point Grey Under 3 Daycare Society for whom the Union is certified under the *Labour 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 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.

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.

1.8 Meeting the Employer

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

1.9 Stewards' 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, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of union membership.

1.11 Contacting at Work

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

ARTICLE 2 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and direction of employees in the bargaining unit is retained by the Employer, except as this agreement otherwise specifies.

ARTICLE 3 - EMPLOYER-UNION RELATIONS

3.1 Employer-Union Relations

The Union shall supply the Employer with the names of its shop steward and/or negotiating committee, and similarly the Employer shall supply the Union with a list of its officers.

3.2 Check-off Authorization and Deductions

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

3.3 Remittance of Dues

Before the 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 Dues Receipt for Income Tax Purposes

The Employer agrees to include on the employee's T4 slip the amount of union dues (excluding initiation fee) paid in the previous calendar year and any other amount deducted from the employee's pay and remitted to the Union which is deemed tax deductible by Revenue Canada.

3.5 Alteration of Dues and Special Deduction

Upon receipt of a statement signed by the President and 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 working days when an employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

3.7 Correspondence

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

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

3.8 Copies of the Agreement

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

3.9 Joint Consultation Meetings

For the purpose of fostering good working relationships, promoting the cooperative resolution of workplace issues, responding and adapting to changes in the economy, fostering the development of work related skills and promoting workplace productivity, the parties agree to meet at the call of either party to discuss workplace issues.

ARTICLE 4 - STAFFING

4.1 Definition of a Regular Employee

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

4.2 Definition of an Auxiliary Employee

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

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

4.3 Notification of Regular Employment

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, and be informed of the location of the Society Rules. Copies of such letters shall be forwarded to the Union.

4.4 Notification of Auxiliary Employment

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

4.5 Job Descriptions

Job descriptions for all employees covered by this agreement shall be prepared and maintained to the satisfaction of both the Employer and the Union. Copies of job descriptions shall be forwarded to the Union.

4.6 Hiring

Notice of all open permanent and long-term auxiliary positions shall be posted for five 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.

4.7 Priorities in Hiring

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

4.8 Probation

A new employee is considered to be on probation for three calendar months from the date of hire. In case of discharge a probationary employee shall be given one week's notice of discharge; 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 extended health, life insurance and dental benefits as cited in Article 9.

4.9 Promotions and Transfers

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

4.10 Definition of Seniority and Seniority List

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

4.11 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, on extended maternity leave, adoption leave, layoff up to one year, or leave of absence approved by the Employer.

4.12 Reduction of Hours

- (a) Reduction in hours shall be based on seniority, as per Clause 4.10, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) A reduction of hours equal to 50% or more of the incumbent's regularly scheduled hours shall be considered a layoff and the affected employee shall be subject to Clauses 4.13 (Advance Notice) and 4.14 (Layoff and Recall).
- (c) Any regular employee offered a reduction of hours of less than 50% of the incumbent's regularly scheduled hours shall be given two weeks' notice of the reduction.

4.13 Advance Notice

The Employer shall notify employees who are to be laid off in accordance with the following:

- (a) Regular employees who have completed less than three months of continuous service shall receive one weeks' notice or one weeks' pay in lieu of notice;

- (b) Regular employees who have completed three months of continuous service shall receive two weeks' notice or two weeks' pay in lieu of notice;
- (c) Regular employees who have completed three years of continuous service or more shall receive three weeks' notice plus one additional week for each additional year of service to a maximum of four weeks.

4.14 Layoff and Recall

- (a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has chosen layoff as per Clause 4.12 (Reduction of Hours) shall have the right to decline a recall to work at reduced hours without loss of seniority.
- (c) *Layoff and Recall Process:*
 - (1) No layoff will occur without prior consultation with the Union.
 - (2) Any employee affected by a layoff shall receive written notification in accordance with Clause 4.13 (Advance Notice).
 - (3) In the event an employee is laid off, the employee will remain on the recall list for a period of one year from the discontinuation of her/his position.
 - (4) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to her/his position.
 - (5) Notice of recall shall be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.
 - (6) An employee notified of recall shall be given ten working days' notice to report to work.
 - (7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.
 - (8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

ARTICLE 5 - WORKING CONDITIONS

5.1 Workweek and Workday

- (a) Regular working hours shall not exceed 40 hours per week.
- (b) The normal workweek shall consist of five working days of up to eight hours each day, from Monday to Friday inclusive.
- (c) Up to 40 hours per week required of an employee may, by mutual agreement, be worked in a period of less than five days.

5.2 Breaks

- (a) Employees shall be entitled to unpaid breaks as follows:
 - (1) Eight-hour workday – 60-minute unpaid break;
 - (2) Seven-hour workday – 45-minute unpaid break;

- (3) Less than seven hours, but at least 5-hour workday – 30-minute unpaid break.

Breaks shall be scheduled by mutual agreement between the employee and the daycare manager.

- (b) Employees who are required to stay onsite for their break shall be paid for their break.

5.3 Staff Meetings

The Employer agrees to allow one hour weekly staff meetings during working hours.

5.4 Preparation Time

- (a) All full-time regular employees are entitled to use two regularly scheduled hours per week over the course of the week for preparation time, subject to the operational needs of the daycare.

- (b) Preparation time shall be designated to work related to programming or projects.

5.5 Health, Safety and Environment

- (a) The Employer acknowledges its responsibility to make all reasonable and proper provisions to ensure the maintenance of high standards of the health, safety and well-being of their employees in the workplace, including unnecessary interference or harassment by third parties.

- (b) The Employer agrees to provide and maintain proper first aid and firefighting and safety equipment on the premises.

- (c) 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. If the Employer does not agree, it shall be referred to the local Health Department.

5.6 Licensing Standards

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

ARTICLE 6 - VACATIONS

6.1 Calendar Year

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

6.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service ten days of vacation prorated to December 31st with the right to take days off as they are accumulated.

6.3 Vacation Entitlement

Effective January 1, 2014 all employees in their second and subsequent calendar years shall be entitled to an annual vacation credit as follows:

Year	Entitlement
2nd year	12 days
3rd year	13 days
4th year	14 days
5th year	15 days
6th year	16 days
7th year	17 days

8th year	18 days
9th year	19 days
10th year	20 days
11th year	21 days
12th year and above	22 days

Vacation time is available to take any time within the calendar year.

6.4 Christmas Break

During the Christmas week, December 24th to 31st, the daycare shall be closed. Employees shall receive time off with pay for this time period.

6.5 Vacation Scheduling

The time of vacation is to be determined by mutual agreement between the employees and the Employer.

(a) Employees shall submit their vacation requests to the supervisor on or before:

- (1) December 1st for the period of January 1st through June 30th, and
- (2) May 1st for the period of July 1st through December 31st.

The Employer shall approve the vacation schedules within two weeks of the closing date for vacation requests.

(b) An employee who does not exercise her seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

6.6 Vacation Preference

(a) Preferences in the selection and allocation of vacation time shall be determined on the basis of seniority.

(b) An employee shall be entitled to receive her vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights on the employee's first choice of a vacation period. Seniority shall prevail in the second choice of vacation period, but only after all other "first choice" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

(c) Regular vacation shall have priority over vacation time carried over under the provisions of Clause 6.8.

6.7 Sick Leave During Vacations

In case of serious illness or accident while he/she is on vacation, special arrangements shall be made to credit those days of vacation time.

6.8 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 6.2 and 6.3.

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.

6.9 Vacation Carryover and Banked Vacation

- (a) Up to one-half of the vacation entitlement may be deferred until the next year with prior written approval.
- (b) Where an employee is unable to use his/her vacation time during the year in which it is earned, the employee may request to carryover additional unused vacation entitlement. Such requests shall not be unreasonably denied.
- (c) A single vacation period, which overlaps the end of a vacation year, shall be considered vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year of the vacation year shall not be considered as a vacation carryover, nor as a seniority choice for the subsequent vacation year.
- (d) Once every five years an employee may bank one full year's vacation to be taken in conjunction with the next year's vacation. For the purpose of this clause, all vacation in the second year must be taken concurrently.

ARTICLE 7 - DESIGNATED HOLIDAYS

7.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

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

7.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on a weekend the employee shall be granted an equivalent time off without loss of pay.

7.3 Designated Holiday Coinciding with Employee's Vacation

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

ARTICLE 8 - LEAVES

8.1 Definition of Sick Leave

- (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.

8.2 Sick Leave Entitlement

- (a) A permanent full-time employee shall earn paid sick leave at the rate of one day 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 15 working days.
- (b) Employees shall be entitled to use up to five of their earned sick days per calendar year as "*mental health days*."
- (c) In the event the Employer implements a group RRSP, and an employee has the maximum allowable days in their sick bank any additional sick leave earned shall be paid monthly on the employee's RRSP.

8.3 Sick Leave Credit

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

8.4 Medical Confirmation

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

8.5 Sick Leave of Absence Without Pay

The employee shall be granted a leave of absence without pay for a period of up to one year for a valid medical reason, in accordance with Clause 8.1, in the event that her/his sick leave credit bank is exhausted. Such absence on approved sick leave without pay shall not jeopardize any employee benefits acquired with normal service. Upon return to work the employee shall be reinstated in her/his former position and resume receiving the current negotiated salary. The Employer agrees to remit premiums for Health and Welfare benefits that the employee is entitled to during her/his leave of absence provided that the employee reimburses the Employer for both the employee and the Employer's share prior to her/his leave of absence.

8.6 Bereavement Leave

- (a) Bereavement leave in the case of the death of an employee's spouse, partner, child or ward, brother, sister, parent, parent-in-law, guardian, or grandparent, shall be granted without loss of pay for a period not to exceed five working days for regular, probationary and long-term auxiliary employees.
- (b) Bereavement leave for family members that are not listed in (a) above shall be granted without pay and with seniority for up to five working days.
- (c) Additional bereavement leave may be granted without pay and with seniority. Approval for such leave will not be unreasonably denied. Employees may also access vacation time to cover such leave.

8.7 Educational Leave

- (a) Leaves of absence without pay and with seniority may be granted to employees for the purpose of attending seminars, workshops, training sessions or conferences which will be of benefit to the employees' professional development or for the purpose of taking a required practicum. No more than one employee shall be absent on such leave at the same time. The timing and duration of such leave must be pre-approved by the manager. Such leave will not be unreasonably denied.

(b) All employees will be entitled to be reimbursed up to \$100 per year for expenses incurred for the purpose of professional development. Any expenses incurred for this purpose must be pre-approved by the manager. Such expenses will not be unreasonably denied.

(c) 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 educational leave time outlined in 8.7(a) and all other conditions in 8.7(a) shall also apply.

8.8 Special Leave

(a) Special leave for up to two days may be granted to the employee in the event of illness in the immediate family or for any of the following circumstances:

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

(b) Special leave may be granted without pay and with seniority to a maximum of three days per annum for any of the circumstances identified in (a) above.

8.9 Leave for Court Appearances

(a) Employees, not on an unpaid leave of absence, who are required to serve as jurors or witnesses in any court, shall be granted leave of absence without pay and with seniority for such leaves.

(b) Regular employees shall be considered to have no break in service for the purposes of maintaining benefits, eligibility for paid holidays, or other employee benefits under the agreement.

8.10 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

8.11 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 employee shall be absent at any one time for the purpose of attending to union business.

8.12 Special Leave of Absence Without Pay

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

ARTICLE 9 - PREGNANCY, PARENTAL AND ADOPTION LEAVE**9.1 Pregnancy Leave**

- (a) A pregnant employee is entitled to pregnancy leave of up to 17 weeks of unpaid leave.
- (b) An employee shall notify the Employer in writing of the expected birth date. Such notice will be given at least 11 weeks prior to the expected birth.
- (c) The period of pregnancy leave shall commence six weeks prior to the expected birth date. The commencement of unpaid leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) For the first 20 days of such leave, the employee will be entitled to the benefits applicable to other unpaid leaves of absence. For the balance of the unpaid leave the employee shall be entitled to the pregnancy/parental/adoption leave benefits set out in the *Employment Standards Act*.

9.2 Parental and Adoption Leave

Upon written request of at least four weeks prior to commencement date, parental leave or adoption leave under this clause shall be granted as follows:

- (a) For a birth mother who takes leave under Clause 9.1 (Pregnancy Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 9.1 (Pregnancy Leave) unless the Employer and the employee agree otherwise.
- (b) For a birth mother who does not take leave under Clause 9.1 (Pregnancy Leave) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
- (c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the birth of the child.
- (d) For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (e) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 37 weeks of unpaid leave.
- (f) An employee's combined entitlement to leave under Article 9 - Pregnancy, Parental and Adoption Leave is limited to 52 weeks plus any additional leave the employee is entitled to under Clause 9.3 (Extension of Leaves) or (g) below.
- (g) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a), (b), (c) or (d) above.

9.3 Extension of Leaves

Upon request, the employee shall be granted leave of absence without pay for a further period of up to 18 months. The employee shall advise the Employer one month before her/his intended return to work. If she/he returns to work within this 18 month period, she/he will be reinstated in her/his former position or comparable position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence.

9.4 Benefit Plan

If an employee maintains coverage for benefits while on pregnancy leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

9.5 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to normal sick leave.

9.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which he/she is expected to return from his/her leave pursuant to Clauses 9.1 (Pregnancy Leave), 9.2 (Parental and Adoption Leave) and 9.3 (Extension of Leaves), if he/she does not return to work.

9.7 Entitlements Upon Return to Work

(a) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Clause 9.1 (Pregnancy Leave), 9.2 (Parental and Adoption Leave) and 9.3 (Extension of Leaves) providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year. Vacation time and pay shall be prorated based on hours worked during the calendar year.

(b) An employee who returns to work after the expiration of pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from pregnancy, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position or if the former position no longer exists, in an equivalent position.

ARTICLE 10 - HEALTH AND WELFARE

10.1 Basic Medical Insurance

All regular employees whether full or part-time may choose to be covered by BC Medical Plan or its equivalent. The Employer agrees to pay one hundred percent of the premium costs, at a dependent rate if required.

10.2 Extended Health and Life Insurance

The Employer agrees to pay one hundred percent of the monthly premium costs for all regular employees, full and part-time, at a dependent rate if required.

10.3 Dental Services Plan

The Employer agrees to pay one hundred percent of the monthly premium cost for all regular employees, full and part-time, entitled to coverage under the dental plan, at a dependent rate if required.

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

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

ARTICLE 11 - DISCIPLINE, SUSPENSION AND DISCHARGE

11.1 Burden of Proof

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

11.2 Dismissal and Suspension

In the event that the Employer initiates disciplinary action against an employee which may result in his/her suspension or discharge, the procedure outlined herein shall be followed:

(a) The Employer, or any specifically authorised excluded designate, may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, he/she shall be given the reason in writing, in the presence of a steward providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice will be forwarded to the President of the Union or the designated staff representative within five working days.

(b) Suspension – A suspension of indefinite duration shall be considered a dismissal under this clause as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as dismissal grievance.

11.3 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 that 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.

(d) All disciplinary materials on file shall be removed after 12 months from date of incident, provided there are not further incidents, in which case it shall be removed after 12 months from the date of the subsequent and/or final incident.

11.4 Resignation

The employee agrees to give two weeks' notice in writing prior to leaving. This may be waived by mutual agreement.

11.5 Personnel Files

(a) An employee or the President of the Union or his designate, with the written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references.

The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of the entries as requested. The employee or the President, as the case may be, shall give the Employer five working days' notice prior to having access to such information.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

ARTICLE 12 - GRIEVANCES

12.1 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.

12.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have 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 the grievance through another steward or union staff representative.

12.3 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 13.4, must do so no later than 14 calendar 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.

12.4 Step 2

- (a) Subject to the time limits in Clause 13.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the clause or clauses of the agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.
- (b) The immediate supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and

- (2) provide the employee with a receipt stating the date on which the grievance was received.

12.5 Time Limits to Reply to Step 2

- (a) Within 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 14 calendar days of receiving the grievance at Step 2.

12.6 Step 3

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

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

12.7 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 30 calendar days of receipt of the grievance at Step 3.

12.8 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.

12.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 14 - Arbitration, the President, or his designate, must submit the dispute to arbitration within:

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

If the President of the Union or designate does not submit the grievance to arbitration within the prescribed time limits, the grievance will be deemed to be abandoned pursuant to Clause 13.8.

12.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union. Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail, email or facsimile.

12.11 Dismissal or Suspension Grievances

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

12.12 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 clause, the grievance shall be considered to have been abandoned.

12.13 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of a clause of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 14 of this agreement.

12.14 Technical Objections to Grievances

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

ARTICLE 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 Article 13, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

13.2 Appointment of Arbitrator

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected by mutual agreement.

13.3 Board Procedure

The Arbitrator may determine his/her own procedures in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of his/her 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/she deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

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 days of receipt of the application.

13.6 Expenses of Arbitrator

Each party shall pay one-half 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 Witnesses

At any stage of the grievance or arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the arbitrator(s) to have access to the 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 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of provision of the collective agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a party intends to raise a 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 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 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 Choice of Time Off or Pay for Overtime

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

14.2 Pay or Compensating Time Off for Overtime Worked

Overtime shall be compensated at time and one-half for any hours worked over 40 per week and double-time for hours worked over 48 per week. Based on the average workweek of 38¼ hours, the first one and three-quarter hours of overtime should be compensated at straight-time, the next eight hours of overtime at time and one-half, and any hours above nine and three-quarters hours of overtime per week compensated at double-time. Employees will elect to receive pay or compensating time off (CTO) in lieu of being paid, and if they elect CTO must be given time off equivalent to the number of hours for which they would have been paid. This clause shall be effective June 1, 1996.

14.3 Vacation Pay

An employee's wages will continue to be deposited in the normal manner via direct deposit during their vacation.

14.4 Mileage Payments and Auto Insurance

Employees using their own car for Employer's business shall receive fifty-three point six cents per mile or thirty-three point five cents per kilometre. Each employee using his or her own car for Employer's business 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 - Long-Term

Auxiliary employees working for more than 22 continuous scheduled days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Clauses 9.1, 9.2 and 9.3. Such employees shall be required to become members of the Union and commence paying the initiation fee where applicable and the monthly union dues.

14.7 Payment of Wages

Employees shall be paid on the last working day before the fifteenth of each month and the last working day before the end of each month. 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 Record Checks

The Employer shall pay the cost of a criminal record check as required by the *Criminal Records Review Act* for any regular employee or long service auxiliary. 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 the *Human Rights Code*. 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 Child Care Allowance

An amount equal to the total amount of monthly medical, dental and extended health care plan premiums, at the dependant rate, shall be paid to an employee towards monthly child care expenses providing such receipts for child care expenses are submitted to the Employer. This allowance is only available to employees not availing themselves of the aforementioned health and welfare benefit.

14.10 Substitution Pay

(a) When an employee, at the request of her supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position, she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent above her current rate, whichever is greater, but not more than the top of the salary range.

(b) When an employee, at the request of her supervisor, substitutes in or performs the duties of the supervisor, she shall receive at least eight percent above her current rate.

14.11 Step Increases

(a) Full-time regular employees shall advance to the next step of the wage grid based on 12 months of continuous service.

(b) Part-time regular employees shall advance to the next step of the wage grid based on 1820 hours worked at straight-time.

(c) For the purpose of (b) above, hours worked at straight-time shall include all hours worked or earned, such as vacation, sick leave, special leave, paid holidays, or any other time taken that does not result in a break in service.

(d) Where an ECE at Step 5 successfully posts into an I/T Educator position, she will start at Step 2 of the I/T Educator wage scale.

ARTICLE 15 - TERM OF AGREEMENT

15.1 Duration

This agreement shall be binding and remain in effect until midnight, May 31, 2019.

15.2 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 February 1, 2019 but in any event not later than midnight February 1, 2019.

(b) Where no notice is given by either party prior to March 1, 2019, both parties shall be deemed to have been given notice under this section on March 1, 2019.

(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.

15.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 15.2 of this article, the parties shall, within 14 days after the notice was given, commence collective bargaining.

15.4 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.

15.5 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:**

Stephanie Smith
President

Paul Nielson
Chairperson

Louisa Lai
Bargaining Committee

Selena Kongpreecha
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
WAGE RATES**

Classification	Step	Hourly
I/T Educator	1	\$20.00
	2	\$20.50
	3	\$21.00
	4	\$21.50
	5	\$22.00
ECE	1	\$18.00
	2	\$18.50
	3	\$19.00
	4	\$19.50
	5	\$20.00
ECE Assistant	1	\$15.00
	2	\$15.50
	3	\$16.00
	4	\$16.50
	5	\$17.00
Auxiliary – Qualified	-	\$14.00
Auxiliary – In Training	-	\$13.00

CLASSIFICATION DEFINITIONS:

Senior Infant/Toddler Educator – A staff person who is both -3 and +3 qualified and who has several years day care experience who is responsible for the operation of the Daycare Centre.

Infant/Toddler Educator – A staff person who is both -3 and +3 qualified and who has had some day care experience.

Early Childhood Educator – A staff person who is +3 qualified and is in the process of taking their -3 training.

Early Childhood Assistant – A staff person who is the process of taking their +3 training.

Step Scale

1. Reflects years of service at West Point Grey Under Three Daycare.
2. Employees shall move to the next step of their classification on their anniversary date.
3. Employees who are reclassified, either by promotion or achievement of required qualifications, to a senior position shall move to the step of the new classification which is one pay grade higher than what they are currently receiving and their new anniversary date shall be the date of reclassification.