

**RATIFICATION DOCUMENT**

**TENTATIVE AGREEMENT**

between

**U-HILL KINDERCLUB**

and

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**January 1, 2024 to December 31, 2025**

***E&OE***

All amendments take effect on the date of ratification by both parties, with the exception of the January 1, 2024 General Wage Increase in Appendix A as noted.

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## HOW TO READ THE RATIFICATION DOCUMENT

**Bold and Highlighted** means that this is new language added to the agreement.

~~Strikeout~~ means that we have removed this language from the agreement.

Grey Highlighting are details included for information only. This language will not appear in the finalized agreement.

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### HOUSEKEEPING

- The collective agreement will be formatted using the BCGEU standard formatting template.
- All references to BC Government and Service Employees' Union will be changed to BC General Employees' Union.
- Move to gender-neutral language:
  - "birth mother" changes to "birth parent" ..... 2 occurrences
  - "birth father" changes to "birth partner" ..... 1 occurrence
- Articles will be renumbered as required by changes to existing language.

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### NEW ARTICLE

#### **Definitions**

**"Assistant Senior Early Childhood Educator"** – means an ECE qualified staff person who assists the Senior Early Childhood Educator in the direction of the day-to-day activities of the Centre.

**"Auxiliary Employee"** – means an employee who is employed for work which is not of a continuous nature, such as:

(a) term certain positions; or

(b) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave or other leave.

**"Auxiliary (Short-Term)"** – means an auxiliary employee who has worked less than 22 continuous days as per Clause 14.9.

**"Auxiliary (Long-Term)"** – means an auxiliary employee who has worked more than 22 continuous days as per Clause 14.9.

**"Calendar year"** – means the 12-month period from January 1st to December 31st, inclusive.

**"Domestic violence" – means**

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control; or
- (b) a threat or attempt to do an act as described in (a) above.

**"Early Childhood Educator (ECE)" – means a staff member with their ECE qualification or in the process of obtaining their ECE qualifications, who is engaged in the care supervision of children under the direction of the Senior Early Childhood Educator and or Assistant Senior Early Childhood Educator.**

**"Family member" – means an employee's immediate family, including other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship.**

**"Immediate Family" – means an employee's child, parent, spouse, common-law spouse, same sex partner, sibling, parent-in-law, grandparents, and any other relative permanently residing with the employee.**

**"Intimate partner" – means a spouse, boyfriend, girlfriend, dating partner, sexual partner, or an individual with whom one has a relationship similar to the relationships enumerated in this definition.**

**"Regular Employee" – means an employee who is employed for work which is of a continuous full-time or continuous part-time nature.**

**"School Age Assistant" – means an employee, under the direction of the Senior Early Childhood Educator, who provides care and mature guidance to children. ECE qualifications are not required, however, relevant training is required.**

**"Senior Early Childhood Educator" – means an ECE qualified staff in full charge of the Centre who directs its day-to-day activities.**

**"Sexual violence" – means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.**

**"Special Needs Assistant" – means an employee, not requiring ECE qualification, hired pursuant to a Centre for Abilities contract to provide one-to-one care for a special needs child. Such employees are not counted in the staff-to-child ratio.**

**"Union" – means the B.C. General Employees' Union (BCGEU).**

**NOTE: New Article of "Definitions" represents the movement from various definitions within the agreement into one article for easier reference.**

## ARTICLE 1 - UNION RIGHTS AND RECOGNITION

## 1.1 No Discrimination

## (a) Human Rights

The Employer agrees that there will be no discrimination against an employee by reason of age, appearance, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity or expression, marital status, union membership, **Indigenous identity**, or ~~whether they have children~~ **family status**. Sexual harassment shall be considered discrimination under this article.

## (b) Personal Rights

The Employer agrees that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee. The Employer specifically agrees that there shall be no arbitrary rules regarding dress. Employees will not be asked or required to do personal work for representatives of the Employer.

## 1.2 Recognition

The Employer recognizes the B.C. ~~Government and Service~~ **General** Employees' Union, as the exclusive bargaining agent for all employees of U-Hill Kinderclub 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 for carrying out the duties proper to that position.

### 1.8 Shop Stewards - Meeting the Employer or Third Party

When a representative of the Employer or a third party wishes to discuss unsatisfactory work habits or other concerns with an employee, the employee shall have the right to be accompanied by a steward or another union representative. For the purpose of this article, a "third party" shall be defined as a person(s) who is not a representative of the Employer or the Union. Examples of a "third party" shall include but not be limited to, representatives of U-Hill Elementary School, school personnel, or Licensing Consultants.

### 1.9 Leave with Pay for Shop Stewards

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

**The duties of stewards shall also include, but are not restricted to:**

**(a) Investigation of complaints;**

**(b) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;**

**(c) Supervision of ballot boxes and other related functions during ratification votes;**

**(d) Attending meetings at the request of the Employer;**

**(e) Other responsibilities as needed.**

### 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

### 2.1 Employer's Rights

The Union recognizes that it is the Employer's right and duty to exercise the functions of management, to organize the work of the Centre and to direct the employees including the right to hire, suspend,

discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the agreement limit, or affect that right.

## 2.2 Parent Co-op Nature of the Society

It is expressly understood that the Society is a parent cooperative. Each parent is regularly engaged in supervision of the Centre (which may include duty time, clean-up, and parent jobs) and this supervision is an integral part of the cooperative. It is, therefore, agreed that all parents and all volunteers shall be excluded from all terms, conditions, and benefits listed in this agreement, unless a parent is employed on a regular basis for more than 22 regularly scheduled continuous days as per Clause 14.9 - Auxiliary Employees (Long-Term).

## ARTICLE 3 - EMPLOYER-UNION RELATIONS

### 3.1 Employer-Union Relations

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

### 3.2 Authorization and Deductions Check-off

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

(b) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

### 3.3 Employee Information

The Employer will provide to the Union with every regular dues remittance the information provided in the chart in Information Appendix 1. The information will be provided electronically in the file formats ".csv".

### 3.4 Remittance of Union Dues

(a) 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.

(b) The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount. Each EFT email will also include:

- (1) Employer name;
- (2) Pay period type (eg: monthly, semi-monthly, biweekly, etc.);
- (3) Pay period number;

(4) Pay period end date;

(5) Pay period pay date.

### 3.5 Dues Receipt for Income Tax Purposes

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

### 3.6 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.

### 3.7 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.

### 3.8 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.

### 3.9 Copies of the Agreement

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

## ARTICLE 4 - STAFFING

### ~~4.1 — Definition of Regular Employee~~

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

### ~~4.2 — Definition of Auxiliary Employee~~

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

~~(a) — term certain positions;~~

~~(b) — temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave or other leave.~~

#### 4.3 Notification of Employment for Regular Employees

At the time of hiring, each new regular employee shall receive a letter indicating their starting date, starting salary, job classification, a copy of their job description, and a copy of this collective agreement. Copies of such letters shall be forwarded to the Union.

#### 4.4 Notification of Employment for Auxiliary Employees

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

#### 4.5 Job Descriptions

The Employer and the Union agree to set up a joint committee to prepare and maintain job descriptions for all employees covered by this agreement. The Committee shall be made up of equal representation of both the Employer and the staff from the Centre. Copies of job descriptions for all employee classifications shall be forwarded to the Union.

#### 4.6 Hiring

Notice of all regular 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 day care or centre in which the position is open and to applicants 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 two weeks' notice of discharge or two weeks' pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons for release. Termination shall be subject to the grievance procedure. 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 10.

#### 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, length of service with the day care or centre shall be the determining factor.

#### 4.10 Seniority - Definition and Seniority List

Seniority is defined as the length of service from the date of hire in the day care or centre 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, permanent reduction of the workforce, vacations, and other such working conditions, as set out in other provisions of this agreement. A separate seniority list shall be maintained for regular 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 they are absent from work because of sickness, accident, on extended maternity leave, adoption leave, layoff up to six months 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) Any regular employee offered a reduction of hours shall be given two weeks' notice of the reduction.
- (c) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Clause 4.13.

#### 4.13 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 completed less than five years employment shall receive four weeks' notice or four weeks' pay in lieu of notice. After the completion of a period of employment of five consecutive years, one weeks' notice shall be added for each subsequent completed year to a maximum of eight weeks' notice or pay in lieu of notice.
- (c) Any regular employee who has chosen layoff as per Clause 4.12(c) shall have the right to decline a recall to work at reduced hours without loss of seniority.
- (d) Layoff and Recall Process
  - (1) No layoff will occur without prior notice to the shop steward.
  - (2) Any employee affected by a layoff shall receive written notification prior to layoff.
  - (3) In the event an employee is laid off, the employee will remain on the recall list for a period of six months from the discontinuation of their position.
  - (4) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to their position.
  - (5) Notice of recall shall be made by telephone or, if unsuccessful, by registered mail to the last address of the employee known to the Employer.
  - (6) An employee notified of recall shall be given 10 working days' notice to report to work.
  - (7) It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.
  - (8) The recalled employee shall receive no less than their former salary plus any negotiated changes to which they had become entitled during the period of layoff.
  - (9) If the employee informs the Employer, by telephone or by mail, that they are unwilling to be recalled, their position on the recall and seniority lists is forfeited as of that date.

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

(11) If the employee does not respond to the recall notice within 10 working days, they shall be passed over as in (10) above, but remains on the recall list up to the terms set out in (3) above.

#### 4.14 Permanent Closure

In the event that the Employer permanently closes operations, employees shall be entitled to a minimum of eight weeks' notice of layoff. In addition, employees shall be entitled to one week's pay for each year of service, to a maximum of eight weeks.

### ARTICLE 5 - WORKING CONDITIONS

#### 5.1 Workweek and Workday

The regular working hours shall not exceed 35 hours per week.

#### 5.2 Relief and Meal Breaks

(a) The 35 hours per week required of an employee shall include two 15-minute relief breaks and a 30 minute lunch break each day to be taken on the day care or centre's premises if necessary to cover required staff/child ratios. Lunch and relief breaks shall be paid.

(b) If an employee is unable to take their relief and/or meal breaks, they shall be paid for an additional, equal amount of time.

(c) Employees who work four hours a day shall be entitled to one 15-minute paid relief break each day.

(d) Employees who work six hours a day shall be entitled to one 30-minute paid relief break each day.

#### 5.3 Staff Meetings

The Employer agrees to allow weekly staff meetings during working hours to a total of four hours per month to be included in the regular hours of work per week and scheduled at a time to be agreed upon by staff and Employer.

#### 5.4 Parent Meetings

Any one employee attending the regularly schedule parent meeting shall be compensated for such attendance at straight-time. If any other employee is requested to attend the regularly scheduled parent meeting by the Employer, they shall also be compensated for such attendance at straight time.

#### 5.5 Administrative Time

Annually, 250 hours shall be made available to the senior supervisor or their designate or to the co supervisors for the purpose of doing the administrative work of the Centre. If the 250 hours are not covered by a substitute during the Senior Supervisor's or Co-Supervisor's regularly scheduled hours of work, they shall be considered additional hours and treated as overtime.

#### 5.6 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, and to maintain high standards in communication with employees. The Employer agrees to promptly take care of difficulties that arise from third party interference. Verbal harassment shall be subject to the grievance procedure. For the purpose of this article, a "third party" shall be defined in accordance with the provisions of Clause 1.8.

(b) The Employer agrees to provide and maintain proper first aid, 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, may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation.

(1) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations and Part 3, Division 6 of the Workers Compensation Act.

#### 5.7 Licensing Standards

The Employer agrees to ensure that the Provincial Licensing Act Regulation Standards are met.

#### 5.8 Spring Break

(a) During the weeks of the Spring Break, as defined by the Vancouver School Board, the hours of operation will be from 8:00 a.m. to 5:30 p.m.

(b) Regular employees with 10 or more years of seniority will be given Spring Break off, or an equivalent time off at a time mutually agreed to by the employee and Employer, without loss of pay.

#### 5.9 Communicable Diseases and Parasitic Infestations

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

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

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they shall be entitled to leave without loss of pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment.

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

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

#### NEW ARTICLE (formerly Letter of Agreement 3)

##### Job Sharing

###### Preamble

1. This letter of agreement establishes provision for two regular employees to voluntarily "job share" a single full-time position. Part-time positions may be shared where the Employer and Union agree.
2. A "Job Sharing Arrangement" refers to a specific written agreement between the Union and the Employer. This agreement must be signed before a job sharing arrangement can be implemented.

###### Participation

1. The parties recognize that involvement in job sharing is voluntary.
2. Subject to the provisions of this Letter, employees may initiate a request for job sharing in writing.
3. For the first three months of a job sharing arrangement, an employee will be deemed to be on a trial period.

###### Maintenance of Full-Time Positions

1. Shared positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were single positions with regard to scheduling and job descriptions.
2. If the Employer or one job sharing partner decides to discontinue participating in a job share, the employee must give 30 days' written notice. The less senior partner will be displaced pursuant to the provisions of the collective agreement.
3. The Employer agrees not to increase workload levels expected of job sharers for the sole reason the position is shared.
4. Once established, the portion of hours shared may be altered by mutual agreement of the parties.

###### Benefits

1. As a general principle and unless otherwise revised in the Letter, job sharing will be cost neutral and the employees will neither gain nor lose any benefits presently contained in the collective agreement. Pursuant to 2(b) below of this Letter, job sharing in cases of impending displacement may not be cost neutral.
2. The following shall apply regarding the eligibility of Health and Welfare Benefits:
  - (a) Where either employee does not meet the requisite hours for health and welfare benefits such benefits may be shared by mutual agreement of the job share participants.

(b) Where job sharing arrangements are entered into to avoid displacement, both participants will continue to be eligible for all benefits of the collective agreement for which they qualified prior to the commencement of the job share.

3. Each employee in a job sharing arrangement must maintain unbroken eligibility for Employment Insurance and Canada Pension Plan coverage.

#### Relief

1. Temporary relief for a job-shared position will be determined pursuant to the collective agreement. However, job sharers will relieve for each other where there is no other source of relief available.

## 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 one and two thirds working days' vacation for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated, but not earlier than completion of the probationary period.

### 6.3 Vacation Entitlement

(a) Regular employees in their second or subsequent calendar years shall be entitled to vacation as shown in (b), below. Vacation entitlement shall be available to employees anytime within the calendar year, subject to Clause 6.4 - Vacation Payout.

(b) 2nd - 4th calendar years	20 workdays
5th calendar year	25 workdays
6th calendar year	26 workdays
7th calendar year	27 workdays
8th calendar year	28 workdays
9th calendar year	29 workdays
10th and subsequent calendar years	30 workdays

(c) Auxiliary Employees shall be paid 4% of gross earnings to be paid on each paycheque, or at the employee's option banked to be paid out at the end of the school year.

### 6.4 Vacation Payout

Where an employee requests in writing to have a specific number of vacation days paid out, and the Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation will be granted only after a minimum of 15 vacation days have been taken in the year.

#### 6.5 Vacation Scheduling

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

A schedule of the year's vacation shall be posted by April 1st; this schedule shall be subject to change by mutual agreement.

#### 6.6 Accumulation or Carryover of Vacation

(a) A regular employee may carry over up to five days' vacation leave per year except that such vacation carryover shall not exceed 15 days.

(b) Where an employee is unable to use their vacation time during the year in which it is earned, the employee may request to carryover additional unused vacation entitlement. Such requests will not be unreasonably denied.

#### 6.7 Part-Time Employment

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

#### 6.8 Approved Leave of Absence during Vacation

Where an employee is eligible for sick leave while they are on vacation there shall be, ~~on application, special arrangements made where serious illness or accident can be proven with the intent not to lose vacation time.~~ **no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. Employees intending to claim displaced vacation leave must advise the Employer and provide reasonable proof of illness or accident.**

#### 6.9 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 Clause 6.3, on a pro rata basis.

The Employer shall pay the terminating employee for all vacation days owed to them at their regular rate of pay.

Should the terminating employee have used more of their vacation credit than entitled, they shall have the difference deducted from their final paycheck.

### ARTICLE 7 - DESIGNATED HOLIDAYS

#### 7.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	<b>National Day for Truth and Reconciliation</b>
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	New Year's Eve
Labour 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. The Day Care will be closed December 27th to 31st inclusive, at no loss in pay for regular staff.

#### 7.2 Designated Holiday for Part-Time Employees

A designated holiday shall be granted for each full-time position. This holiday shall be prorated for a regular part-time employee.

A schedule for the proration of each year's designated holidays shall be prepared by the mutual agreement of the employee and the Employer.

#### 7.3 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on the scheduled day off of an employee, they shall be granted an equivalent time off, at a time mutually agreed to by the employee and Employer, without loss of pay.

#### 7.4 Designated Holiday Coinciding with Employee's Vacation

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

### 7.5 Other Religious Observances

**(a) Employees who are members of non-Christian religions are entitled to up to three days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.**

**(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible, notice shall be provided at the earliest possible opportunity.**

**(c) Employees granted leave under this provision may utilize or reschedule compensating time off, equivalent time off, unused vacation, or lieu days.**

## ARTICLE 8 - MATERNITY AND PARENTAL LEAVE

## 8.1 Maternity Leave

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.
- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and not end later than 17 weeks after the leave begins.
- (c) A request for shorter period under Clause 8.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

## 8.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) In the case of the ~~birth mother~~ **birth parent**, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 8 (Maternity and Parental Leave).
  - (2) In the case of the ~~birth father~~ **birth partner** or the common-law partner of the ~~birth mother~~ **birth parent**, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child.
  - (3) In the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.



(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### 8.3 Leave without Pay

All leave taken under Article 8 (Maternity and Parental Leave) is leave without pay.

### 8.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clause 8.1 (Maternity Leave) and 8.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clause 8.1(f) (Maternity Leave) and/or 8.2(c) (Parental Leave).

### 8.5 Return from Leave

(a) On return from leave, an employee will be placed in their former position.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Clause 8.1 (Maternity Leave) or 8.2 (Parental Leave).

### 8.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

### 8.7 Seniority Rights on Return to Work

(a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Clause 8.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

### 8.8 Sick Leave Credits

(a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.

(b) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. The pregnant employee may use this leave until all danger from such disease or condition no longer exists.

### 8.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 8.1 (Maternity Leave) and 8.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.

Upon return from extended child care leave, an employee will be placed in their former position.

## ARTICLE 9 - OTHER LEAVES

### 9.1 ~~Definition of Sick Leave~~

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

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

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

### 9.2 Sick Leave Entitlement

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

(b) Employees who earn sick leave over and above the accumulated maximum of 90 working days may request a payout on unused sick leave, directed to their personal RRSP's.

### 9.3 Sick Leave Credit

All employees shall be able to draw on a block of nine 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 their final paycheque.

**Upon 90 days of employment, all employees shall be entitled to five paid sick days and three days of unpaid leave as of January 1 each year regardless of accrual levels.**

### 9.4 Medical Confirmation of Sick Leave

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

### 9.5 Payout of Sick Bank to RRSP or on Termination or Retirement

(a) When an employee has the maximum allowable days in their sick bank, any additional sick leave earned shall be paid monthly to the employee's RRSP.

(b) Upon termination or retirement, an employee shall be paid 100% of their accrued sick bank. At the employee's option, this may be paid into an RRSP of the employee's choice.

#### 9.6 Illness in the Immediate Family

The employee may use up to four days' credit (annually) from their sick leave entitlement in the event of illness in the immediate family.

#### 9.7 Paternity Leave

There shall be a paternity leave consisting of one week with pay. Upon request, the employee shall be granted a leave of absence without pay for a period of up to one year. If they return to work within this one-year period, they will be reinstated in their former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence. The employee shall agree to give one month's notice of intention to return to work.

#### 9.8 Adoption Leave

If an employee who is adopting a child is not eligible for leave under Article 8 (Maternity and Parental Leave), the employee shall be granted a leave of absence with pay for one week. Upon request the employee shall be granted a leave of absence without pay for a period of up to one year. If they return to work within this one-year period, they will be reinstated in their former position and will resume receiving the current negotiated salary. The employee shall agree to give one month's notice of intention to return to work.

#### 9.9 Bereavement Leave

(a) In the case of bereavement in the immediate family a regular employee shall be entitled to special leave at their regular rate of pay, from the date of death, to and including the date of funeral, with, if necessary, an allowance for immediate return travelling time. Such leave will not exceed 10 working days. ~~Immediate family includes: employee's child, parent, spouse, common law spouse, same sex partner, sibling, parent-in-law, grandparents, and any other relative permanently residing with the employee.~~

(b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave, as provided in 9.9 (a), if any, may be taken at the time of the ceremonial occasion.

#### 9.10 Educational Leave

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

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

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

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

(d) If an employee attends a seminar, workshop, training sessions, or a conference on a week night or a weekend they 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 9.10(a) and all other conditions in 9.10(a) shall also apply.

(e) The Employer agrees to pay all of the cost of courses taken and completed by a regular employee at the request of the Employer or as required by Licensing.

#### 9.11 Leave of Absence for Union Activities or Public Duties

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.

(c) The Employer shall grant, on request, leave of absence without pay:

(1) The employees selected for a full-time position with the Union for a period of one year.

(2) For an employee elected to the position of President or Treasurer of the B.C. ~~Government and Service~~ **General** Employees' Union.

(3) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.

(d) The Employer shall grant, on written request, leave of absence without pay and without loss of seniority:

(1) For employees to seek election in a municipal, provincial, federal, or Indigenous election for a maximum period of 90 days.

(2) For employees elected to a public office for a maximum period of five years.

#### 9.12 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.

#### 9.13 Special Leave with Pay

- (a) Special leave with pay of one day shall be granted to attend the funeral of a co-worker.
- (b) Special leave with pay may be granted to the employee for other extenuating circumstances such as:
  - (1) attend a funeral;
  - (2) attend formal hearing to become a Canadian citizen;
  - (3) court appearances for employees serving as jurors or witnesses.

~~This leave will be given at the Employer's discretion and will be dependent on the financial status of the day care.~~ Such leave shall not be unreasonably denied. Appropriate **Reasonable** prior notice is required.

- (c) Special leave with pay shall be granted to an employee serving as a juror. The employee shall remit to the Employer all monies paid to them by the court excluding meal and travelling allowances not reimbursed by the Employer.
- (d) Special Leave with pay shall be granted to an employee for job related court appearances.

#### 9.14 Elections

Any employee eligible to vote in a federal, provincial, municipal, regional district, or Indigenous election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot. Employer and employees shall jointly coordinate shift schedules.

#### 9.15 Critical Illness or Injury Leave and Compassionate Care Leave

An employee who is entitled to critical illness or injury leave under the BC Employment Standards Act is entitled to a leave of absence without pay for up to 36 weeks to provide care for a critically ill or injured child and up to 16 weeks to provide care for a critically ill or injured adult.

An employee who is entitled to compassionate care leave under the BC Employment Standard Act is entitled to a leave of absence without pay for up to 27 weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks. ~~For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common law partnership, or any legal parent-child relationship.~~

Employee's service while on the above approved leave of absence for compassionate care or critical illness or injury leave will be deemed continuous with associated benefits provided, as prescribed by the BC Employment Standards Act.

Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the 27-week period specified. Such additional leave shall be in accordance with the Employment Standards Act.

#### 9.16 Leave Respecting the Disappearance of a Child

An employee is entitled to leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

#### 9.17 Leave Respecting the Death of a Child

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

#### 9.18 Family Responsibility Leave

An employee is entitled to up to five days of unpaid leave during each year to meet responsibilities related to:

- (a) The care, health or education of a child in their care; or
- (b) The care or health of any other member of the employee's immediate family.

There will be no interruption in the accrual of seniority or eligibility for benefits.

#### 9.19 Donor Leave

The Employer and the Union encourage employees to register as organ donors. An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

### 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 100% of these costs at the dependant rate, if required.

#### 10.2 Extended Health and Life Insurance

Benefits and premiums will be paid in accordance with the existing policy of the plan and shall not be changed without the agreement of the Union. The Employer agrees to pay 100% of the monthly premium for all regular employees, full and part time, at the dependant rate, if required.

##### (a) Effective Date of Ratification:

- The vision care benefit will be \$400 every 24 months.
- Eye Exams - \$75 every two years.
- Life Insurance/AD&D benefit will be \$50,000.
- The acupuncturist benefit will be \$500 per calendar year.
- The chiropractor and naturopath combined benefit will be \$500 per calendar year.
- The massage practitioner and physiotherapist combined benefit will be \$500 per calendar year.

#### 10.3 Dental Services Plan

The Employer agrees to pay 100% of the monthly premium for all regular employees entitled to coverage under the Dental Plan, at a dependant rate, if required.

(a) Effective Date of Ratification:

- The maximum combined Plans A & B will be \$2000/year.
- The maximum Plan C will be \$2000 Lifetime.

#### 10.4 Benefits for Part-Time Employees

Part-time employees must work 20 hours a week in order to be eligible for coverage under the Extended Health and Life Insurance and Dental Plans in this article.

#### 10.5 Remittance of Premiums

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

#### 10.6 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 they are not compensated by Workers' Compensation.

#### 10.7 Equivalent to Full-Time Coverage

A part-time employee may elect to have full coverage for MSP, Extended Health, or Dental Plan. The Employer will make appropriate deductions and remit premiums to the Union.

#### NEW ARTICLE

##### **XX Menstrual Products**

**The Employer will provide in an accessible location in all washrooms under its control organic 100% cotton tampons and pads with at least regular absorbency at no cost to the users of those products.**

<https://www.canada.ca/en/employment-social-development/services/health-safety/reports/what-we-heard-menstrual-products.html>

**Organic and 100% cotton products are insisted on due to the absence of toxins and the wish to reduce as much as reasonably possible the toxic burden of these products on the users' bodies and to minimize any chance of ovarian or uterine cancers in users.**

#### NEW ARTICLE

##### **XX General Transition Policy**

**The Employer and the Union agree to the following general transition policy to cover transgender and transitioning employees at work and will ensure this policy follows the BC *Human Rights Code*. The**

Employer and the Union will make every effort to protect the privacy and safety of transgender and transitioning employees at all times.

(a) Upon request, the Employer will update all employee records and directories to reflect the employee's name and gender change and ensure that all current and future workplace related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health care coverage, schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.

(b) The Employer and the Union recognizes that a transitioning or transgendered employee has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.

(c) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the Union, the Employer will work with the employee in conjunction with the Union to tailor a transition or support plan appropriate to the employee's needs.

#### NEW ARTICLE

##### XX.1 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

##### XX.2 Harassment Complaints

a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union, and witnesses.

(c) The complainant and the respondent (if the employee is a member of the Union) have the right to union representation.

##### XX.3 Harassment Complaints Procedure

(a) An employee who wishes to pursue a concern arising from alleged harassment may submit a written complaint within six months of the latest alleged occurrence to the ombudsperson or their designate.

(b) When a complaint has been received, the respondent and the union staff representative will be notified of the substance of the complaint in writing within fifteen days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause.

(c) Every effort shall be made to resolve the issue informally. Where an informal resolution is not achievable, the Employer shall investigate the complaint and shall give such orders as may be necessary to resolve the issue within thirty days of receipt of the complaint.



(d) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive, or vexatious.

(e) Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned if deemed necessary.

#### XX.4 Mediator

(a) Where either party to the proceeding is not satisfied with the Employer's response under XX.2(c) above, the complaint will, within thirty days of that response, be put before a mediator.

## ARTICLE 11 - DOMESTIC ABUSE

### 11.1—Definitions

“domestic violence” means:

(a) ~~an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control; or~~

(b) ~~a threat or attempt to do an act described in (a) above.~~

~~“intimate partner” includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.~~

~~“sexual violence” means any conduct of a sexual nature or act targeting an individual’s sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual’s consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.~~

### 11.2 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

### 11.3 Place of Work Accommodation

(a) If an employee or the employee’s child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee’s need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 11.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

### 11.4 Hours of Work Accommodation

(a) If an employee or the employee's child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 11.4(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

#### 11.5 Domestic Violence Leave

(a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.

(b) An employee is only entitled to a leave of absence under Clause 11.5(a) if the employee uses the leave of absence for one or more of the following purposes:

(1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or

(2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or

(4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or

(5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(d) The first 10 days of leave taken under Clause 11.5 (Domestic Violence Leave) is paid leave. Leave taken under Clause 11.5 (Domestic Violence Leave) beyond 10 days is unpaid.

(e) Leave taken under Clause 11.5 may be taken in 30-minute increments

(f) If the employee is a casual employee, the employee's daily hours for each day in Clause 11.5 (Domestic Violence Leave) shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

(g) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

(h) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

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## ARTICLE 12 - DISCHARGE AND RESIGNATION

### 12.1 Personnel Files

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

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

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

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

### 12.2 Dismissal for Cause

An employee may be dismissed or suspended for cause. All dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily.

### 12.3 Warning

The parties agree that the principles of progressive discipline shall be followed. Before any dismissal notice is given, the Employer shall give the employee a written warning notice outlining the reasons for dissatisfaction with the employee, and the employee shall be on a trial period for at least two weeks. Copies of such warnings shall be sent to the shop steward.

### 12.4 Notice of Dismissal

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

### 12.5 Reinstatement for Unjust Cause

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in their former position, or one of equal salary range, without loss of seniority, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

### 12.6 Resignation

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

### 12.7 Benefits

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

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**ARTICLE 13 - GRIEVANCE AND ARBITRATION****13.1 Grievance Procedure**

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

**13.2 Grievance Procedure, Step 1**

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

- (a) Firstly, the supervisor, or their responsible official or the other staff if the Centre works on a co supervisory system.
- (b) Secondly, the Executive Committee of the Centre, or the Employer's delegated representative.

**13.3 Grievance Procedure, Step 2**

If the grievance is not settled as prescribed in Clause 13.2 within 10 working days, an employee may present a grievance at Step 2 of the grievance procedure by:

- (a) Recording the grievance on the appropriate form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) Stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
- (c) Transmitting this grievance to the representative of the Employer designated to handle grievances at Step 2 through the union steward;
- (d) The representative of the Employer designated to handle grievances at Step 2 shall provide the employee with a receipt stating the date on which the grievance was received.

**13.4 Time Limit to Reply to Step 2**

The Employer's designate at Step 2 shall reply in writing to the Union within 10 working days of receiving the grievance at Step 2.

**13.5 Grievance Procedure, Arbitration**

Should the parties be unable to effect a mutually satisfactory settlement of the dispute within 10 working days of receipt of such grievance, it shall be submitted to arbitration for final and conclusive determination.

**13.6 Expedited Arbitration**

- (a) The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances 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 a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (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 a single arbitrator 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) The parties will limit their use of authorities.
- (f) The parties will not use outside counsel.
- (g) 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.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) 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 13.6.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

### 13.7 Arbitration

A board of arbitration shall consist of one person to be chosen jointly by both parties. Upon petition by one of the parties, the other party agrees to meet within seven working days of the receipt of such notice.

If they are unable to agree upon or otherwise fail to appoint an arbitrator, either party may apply to the Minister of Labour to appoint such a person. In all other respects, the provisions of the BC Labour Code shall apply. The decision of the Board shall be final and binding on both parties.

If the matter of grievance is referred to a board of arbitration the union grievance representative will require seven working days to advance said grievance.

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

Each party shall bear one-half of the expenses of the Arbitrator and any secretarial services required.

Saturdays, Sundays and statutory holidays shall not be counted in determining the time in which any such action must be taken under any of the aforementioned steps. The time limits fixed in the grievance and arbitration procedures may be altered by mutual consent of the parties but the same must be in writing.

#### 13.8 Disagreement of Decision

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

#### 13.9 Technical Objections to Grievances

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

#### 13.10 Violation of Time Limits

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

#### 13.11 Retroactive Settlements

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

### ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES

#### 14.1 Acting Supervisor Rate of Pay

When an employee is temporarily required to accept the responsibility and carry out the duties incident to a position covered by this agreement which is senior to the position they normally hold, they shall be paid at the senior rate after five working days.

#### 14.2 Choice of Time Off or Pay for Overtime

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

#### 14.3 Pay for Overtime Worked

An employee who is required to work overtime shall be compensated at one and one-half times the hourly rate paid to the employee computed on the basis of their normal working hours. Claim for compensation for overtime worked shall be made within two weeks of the overtime worked.

#### 14.4 Compensating Time Off for Overtime Worked

Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which they would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by employee and Employer.

#### 14.5 Overtime Worked on a Designated Holiday

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

#### 14.6 Vacation Paycheques

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

#### 14.7 Mileage Payments and Auto Insurance

**(a)** Employees using their own car ~~for~~ **vehicle** ~~for~~ **on** Employer's business shall receive ~~59¢~~ **68¢** per kilometre.

**(b)** Each employee using their own car for Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for ~~the employees~~ to drive their ~~automobile~~ **vehicle** ~~for the~~ **on** Employer's business.

#### 14.8 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.

#### ~~14.9 Auxiliary Employees (Long Term)~~

~~Auxiliary employees working for more than 22 regularly scheduled continuous days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Clauses 10.1, 10.2 and 10.3. Such employees shall be required to become members of the Union and commence paying the initiation fee where applicable and the monthly union dues.~~

#### 14.10 Payment of Wages

Employees shall be paid on the last working day before the 15th of each month and the last working day of each month by 12 noon. Employees shall receive a statement of earnings for each pay period.

#### 14.11 Set Up Time

Any two employees who set up the day care to start the program at the beginning of the school year and/or who clean-up to close the program at the end of the school year shall be paid at straight-time for a maximum of two working days at both the beginning and the end of the school year.

#### 14.12 Criminal Record Checks

The Employer shall pay the cost of a criminal records check, as required by the Community Care Facilities Branch, for any regular or auxiliary employee. The Employer shall not discriminate against an employee or intended employee because of a criminal record check finding that is unrelated to the employment or

intended employment of a person as stated under Section 13 of the BC 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.

#### 14.13 Damage to Personal Property

Where an employee's personal property utilized in the performance of their duties, is damaged or stolen by a client while the employee is carrying out their duties, the Employer shall reimburse the employee for up to \$150 of the portion of the lost cash not recoverable from insurance or other sources and/or up to \$250 of the portion of the necessary repair or replacement cost of stolen, damaged or destroyed clothing or other items not recoverable from insurance or other sources.

#### 14.14 Registered Retirement Savings Plan

All regular employees, upon completion of the probationary period, shall be entitled to Employer matching RRSP contributions in accordance with the following:

- (a) Individual RRSP's will be self-directed;
- (b) Employees shall participate at their own discretion;
- (c) Employees shall specify their contribution level in writing, in accordance with (d), below. Employees may change their contribution level by providing the Employer with a minimum of 30 days' written notice prior to December 31st of each year.
- (d) Employees shall elect their contribution level from one of the following:
  - ~~1% of straight-time wages; (End date January 1, 2021)~~
  - ~~2% of straight-time wages; (End date January 1, 2022)~~
  - 3% of straight-time wages;
  - 4% of straight-time wages;
  - 5% of straight-time wages;
  - ~~6% of straight-time wages; (Effective January 1, 2021)~~
  - ~~7% of straight-time wages; (Effective January 1, 2022)~~
  - **8% of straight-time wages (Effective one month after ratification).**
- (e) The Employer will match, dollar for dollar, contributions made by each employee.

## ARTICLE 15 - TERM OF AGREEMENT

### 15.1 Duration

This agreement shall be binding and remain in effect from January 1, 2020 **2024** until midnight, December 31, 2023 **2025**.



15.2 Notice to Bargain

- (a) Notice to re-open this agreement shall be in accordance with applicable BC Labour Legislation.
- (b) Should neither party give notice in the manner prescribed above, this agreement shall continue in full force and effect, and neither party shall make any change in the terms of the agreement or increase or decrease the rate of pay of any employee, until the parties conclude a revision of this agreement or enter into a new collective agreement.

SIGNED ON BEHALF OF  
THE UNION:

SIGNED ON BEHALF OF  
THE EMPLOYER:

\_\_\_\_\_  
 Stephanie Smith  
 President

\_\_\_\_\_  
 Tal Shalev  
 Board Chairperson

\_\_\_\_\_  
 Natalia Sa  
 Bargaining Committee Chairperson

\_\_\_\_\_  
~~Barbara Hsiao~~ **Raybert Ye**  
 Board Treasurer

\_\_\_\_\_  
 Jamie Nishihata  
 Bargaining Committee Member

\_\_\_\_\_  
~~Juliana Fridman~~  
 Parent Representative

\_\_\_\_\_  
 Larisa Mills  
 Staff Representative

Date: \_\_\_\_\_

INFORMATION APPENDIX 1

Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/ Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		Regular, Auxiliary, etc
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

APPENDIX A

Salary Scale

The salary scale, based on a 35-hour workweek, shall be as follows:

Classification	Effective January 1, 2020 +2%	Effective January 1, 2021 +2%	Effective January 1, 2022 +3%	Effective January 1, 2023 +4%
	Hourly	Hourly	Hourly	Hourly
Senior Early Childhood Educator	\$29.71	\$30.31	\$31.22	\$32.47
Assistant Senior Early Childhood Educator	\$26.67	\$27.21	\$28.03	\$29.15
Early Childhood Educator	\$22.91	\$23.37	\$24.07	\$25.03
School Age Assistant	\$20.10	\$20.51	\$21.13	\$21.97
Special Needs Assistant	\$19.65	\$20.04	\$20.64	\$21.47
Auxiliary (Short-Term)	\$18.34	\$18.71	\$19.27	\$20.04

Classification	Effective January 1, 2024	Effective January 1, 2025
	+5%	+5%
	Hourly	Hourly
Senior Early Childhood Educator	\$34.09	\$35.80
Assistant Senior Early Childhood Educator	\$30.61	\$32.14
Early Childhood Educator	\$26.28	\$27.60
School Age Assistant	\$23.07	\$24.22
Special Needs Assistant	\$22.54	\$23.67
Auxiliary (Short-Term)	\$21.04	\$22.09

\*The parties agree that wages shall be paid retroactively to January 1, 2020 **2024** in accordance with the above salary scale.

**Notwithstanding Appendix A of this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus 1.9%, rounded up to the nearest penny.**

Definitions:

- ~~Senior Early Childhood Educator – ECE qualified staff person in full charge of the Centre who directs its day to day activities.~~
- ~~Assistant Senior Early Childhood Educator – The ECE qualified staff person who assists the Senior Early Childhood Educator in the direction of the day to day activities of the Centre.~~
- ~~Early Childhood Educator – a staff member with their ECE qualification or in the process of obtaining their ECE qualifications, who is engaged in the care supervision of children under the direction of the Senior Early Childhood Educator and or Assistant Senior Early Childhood Educator.~~
- ~~School Age Assistant – an employee, under the direction of the Senior Early Childhood Educator, who provides care and mature guidance to children. ECE qualifications are not required, however, relevant training is required.~~
- ~~Special Needs Assistant – an employee, not requiring ECE qualification, hired pursuant to a Centre for Abilities contract to provide one-to-one care for a special needs child. Such employees are not counted in the staff to child ratio.~~
- ~~Auxiliary (Short Term) – an employee as defined in Clause 4.2 who has not worked more than 22 continuous days as per Clause 14.9.~~

## APPENDIX B

## Health and Welfare Benefits

<b>Life / AD&amp;D</b>	
	\$50,000 Life \$3,000,000 AD&D
<b>Extended Health</b>	
Deductible	\$25
Prescription Coverage	100% (when prescribed)
Paramedical	\$500 Acupuncturist \$500 Chiropractor/Naturopath combined \$500 Massage practitioner/ Physiotherapist combined \$350 Podiatrist \$350 Psychologist \$350 Speech language pathologist One/year Chiropractic x-rays One/year Podiatrist x-rays
Vision Coverage	\$400 every 24 months
Eye Exam	\$75
Hospital	Upgrade to semi-private or private
Out of Province	100%
Out of Country	100%
Survivor benefits	24 months
<b>Dental Coverage</b>	
Annual Deductible	NIL
Basic (Plan A)	100%
Major (Plan B)	60%
Orthodontics (Plan C)	50%
Annual Maximum	\$2000 (A+B); \$2000 (C lifetime)

LETTER OF AGREEMENT 1 **Renewed**

## Group RRSP's, Pension, Short-Term Disability and/or Long-Term Disability Benefits

The Employer hereby agrees to re-open Article 10 for negotiations on inclusion of Group RRSP's, Pension, Short-Term Disability, and/or Long-Term Disability benefits, if and when the Union includes these benefits as part of the Health and Welfare package.

LETTER OF AGREEMENT 2 **Renewed**

## Wage Enhancement

Should any level of government make funds available for wage enhancement, the Employer agrees to apply for the funds, and the Employer and the Union agree to immediately renegotiate the salary scale, or the Employer agrees to use the funds as directed by the conditions of the grant.

LETTER OF AGREEMENT 3 Moved into the Collective Agreement

LETTER OF AGREEMENT 4

Parking

The parties recognize that some employees may be negatively impacted by the additional expenses related to paid parking, and that this may impact the Employer's ability to provide adequate coverage when needed.

In recognition of this, ~~the parties agree to meet for consultation within 90 days of ratification with a view to working toward negotiating a mutually agreeable solution to this issue.~~ **The Employer agrees that reasonable parking costs will continue to be paid from petty cash until such time as the parties negotiate an alternative, mutually agreeable solution.**

**LETTER OF AGREEMENT X**

**RE: Summer Closure**

**For the term of this agreement, the Parties agree that the Centre will be closed for a period of four consecutive weeks during the Summer Break, as defined by the Vancouver School Board, with the exact dates of this period varying from year to year. The summer closure dates will be established by no later than January 31 of the same year.**

**Employees may utilize Compensating Time Off, Vacation or Lieu days during the summer closure.**

**This agreement may be ended at any time with the mutual agreement of all Parties.**