

SUMMARY OF CHANGES

Please see the summary of tentative agreement for the period of April 1, 2022, to March 31, 2025.

Monetary

1. Annual wage increases of 3% / 3% / 3%.
2. The inclusion of medical/dental appointments for dependants to the special leave bank.
3. The Employer will now pay members' annual ECEBC membership license fee. (\$115 annually).
4. An increase to RMT rates (from \$700 to \$1000).
5. \$100 dollars for eye exams, every two years (formerly \$0).

Non-Monetary

1. Closure of the worksite for a week between December 24-31, each year.
2. Addition of "National Day of Truth and Reconciliation" to statutory holiday language.
3. Domestic violence leave in accordance with the ESA. Additionally, we now have language to protect the privacy, safety, and dignity of transgender workers.
4. Update of the discrimination language to include additional protected ground.
5. Clarification of the rest periods and meal breaks language.

Housekeeping

The collective agreement will be formatted using the BCGEU standard formatting template.

The BCGEU will now be known as the BC General Employees' Union.

1.3 No Discrimination

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia.

The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, **gender identity or expression**, or criminal or summary conviction that is unrelated to the employment of that person.

ARTICLE 5 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union before the 15th calendar day of each month following the date of deduction. The Employer will submit union dues remittance by EFT. The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.
- (e) 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
- (f) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (g) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.
- (h) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.
- (i) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.
- (j) ~~A report of employees who cease employment will be provided to the Union on a quarterly basis.~~

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.

8.6 Employee Information (NEW)

- (a) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv", ".xls" or ".xlsx".**

Column Order	Name	Format	Format Description
1	Employee ID Number	XXXXXXXXXX	

<u>2</u>	<u>Member Last Name</u>		
<u>3</u>	<u>Member First Name</u>		
<u>4</u>	<u>Dues</u>	<u>XXXX.XX</u>	<u>No commas or dollar signs</u>
<u>5</u>	<u>Gross wages for period</u>	<u>XXXX.XX</u>	<u>No commas or dollar signs</u>
<u>6</u>	<u>Job Title</u>		
<u>7</u>	<u>Service Start Date</u>	<u>yyyyMMdd</u>	
<u>8</u>	<u>Appointment Code</u>		<u>Regular, Auxiliary, etc</u>
<u>9</u>	<u>Work Location Name</u>		
<u>10</u>	<u>Work Location Address</u>		
<u>11</u>	<u>Member Address</u>		
<u>12</u>	<u>Member Work Phone</u>	<u>XXXXXXXXXX</u>	<u>10 digits, no dashes or spaces</u>
<u>13</u>	<u>Member Home Phone</u>	<u>XXXXXXXXXX</u>	<u>10 digits, no dashes or spaces</u>
<u>14</u>	<u>Member Cell Phone</u>	<u>XXXXXXXXXX</u>	<u>10 digits, no dashes or spaces</u>
<u>15</u>	<u>Member Home Email</u>		

14.4 Rest Periods and Meal Breaks

(a) Employees working a minimum of four hours, but less than five hours, shall receive one 15 minute rest period, provided the staff to child ratio can be maintained.

~~(b) — Employees working a shift of five hours, but less than six hours, shall receive one 15 minute rest period and one 15 minute unpaid meal break, provided the staff to child ratio can be maintained. The rest period and the meal break may be combined to create an unbroken 30 minute period.~~

~~(c)~~ (b) Employees working a shift of six five or more hours shall have two 15 minute rest periods and one 30 minute unpaid meal break, provided the staff to child ratio can be maintained. Rest periods and meal breaks may be combined, subject to operational requirements.

~~(d)~~ (c) Rest periods shall be taken without loss of pay.

ARTICLE 16 - HOLIDAYS

16.1 Paid Holiday

(a) The Employer recognizes the following as paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
BC Day	Labour Day

National Day for Truth and Reconciliation

Thanksgiving Day Remembrance Day

Christmas Day Boxing Day

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

17.3 Vacation Scheduling

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

(1) November 1st for the period January 1st through April 30th; and

(2) March 1st for the period May 1st through December 31st.

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

(c) Employees shall be entitled to schedule up to five vacation days per year as single days. Employees shall be entitled to exercise seniority in respect of their first vacation choice and will not be entitled to utilize their seniority rights again until all employees have exercised their first choice in scheduling vacation.

(d) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

(e) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

(f) By March 1st of each year, employees shall submit a minimum of one third of their vacation entitlement for the entire year.

17.5 Approved Leave of Absence with Pay During Vacation

When an employee is qualified for bereavement leave or sick leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this article shall only apply when the period of illness or injury is in excess of five **three** days and a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

In the last round of bargaining, the Employer has proposed changing the three days to five days, they withdrew this proposal on February 24. Somehow this was changed in the proofing stage and we all missed it when we proofed the document. We will be changing this back and are advising the Employer. Happy to share the email if there are any concerns.

18.2 Sick Leave Entitlement

(a) A permanent full-time employee shall earn paid sick leave at the rate of one and three-quarters days per month. Sick leave shall accumulate to a total of 50 days. Part-time employees shall be entitled to sick leave credits on a pro rata basis.

~~(b) Sick leave accumulated shall be used for RRSP contributions in accordance with Clause 25.9.~~

19.2 Special Leave

(a) Special leave with pay of up to five days per year shall be granted to the employee in the event of illness in the immediate family of the employee. An employee may use up to an additional six days' credit from their sick leave per years, in the event of illness in the immediate family.

(b) An employee may be granted special leave with pay for:

- (1) Marriage of employee - three days;
- (2) Attendance at a funeral - one day;
- (3) Attendance at a formal hearing to become a Canadian citizen - one day;
- (4) Serious household or domestic emergency - up to five days;
- (5) Moving household furniture and effects - one day.

(c) Two weeks' notice is required to receive special leave with pay for (b)(1) and (3) above.

(d) Special leave with pay of up to 24 hours per year may be granted to employees to attend medical and/or dental appointments. **This includes attending the medical/dental appointment of a dependant living in the employees' home.** One paid vacation day the following calendar year will be given to employees who do not use this leave, but make arrangements for medical/dental appointments outside of work time. This leave is non-cumulative.

(e) For the purpose of this clause, immediate family shall be defined as a: child, spouse, relative permanently residing in the employee's home, and common-law spouses where the employee has signed a declaration that they have been living with their spouse for 12 months. The definition of spouse includes same-sex relationships.

(f) With the exception of (d) above, an employee's cumulative annual special leave shall not exceed 10 days.

19.7 Christmas Leave

The parties recognize the importance of employees to have time off with their families on Christmas Eve and New Year's Eve Day. In the event that the days fall on weekdays, the centre will close on Christmas Eve Day and New Year's Eve Day. If these days fall on Saturday or Sunday, no compensating time off will be provided during the week.

During the Christmas week, December 25th to 30th, **the centre will be closed**. ~~each program shall operate with the usual staff/child ratio. If the demand for care does not require all regular staff in a program, then time off with pay shall be equally divided amongst all of the staff in the affected program. Time off and the work schedule shall be determined by the Employer.~~

Vacation days will be scheduled for each day between December 25th and December 30th, which would fall on a regular work day:

(a) For 2023, the days shall be December 27th, December 28th and December 29th;

(b) For 2024, the days shall be December 27th, and December 30th; and

(c) For 2025, the days shall be December 29th and December 30th.

If no vacation is available, employees will exhaust all leaves including those described under Clause 15.7 and 17.4, first. Only then, if necessary, will employees be able to use time from their vacation allotment for the following year, to cover the closure.

19.8 Professional Development

(a) For the purposes of this article, the word "course" shall be understood to include seminars, workshops, training sessions, conferences, or any other event of an educational nature.

(b) Employees shall be granted 2 days' educational leave with pay per annum to observe other daycare centres, or pre-school programs, or to attend courses, 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. The Employer may request an employee to participate in any of the above events.

(c) If an employee attends a course on a weeknight or a weekend, they shall be granted compensating time off up to 25 hours annually at straight-time on a weekday at a time mutually agreed to by the employee and the Employer.

(d) The Employer shall cover, to a maximum of \$225 per year for regular full-time employees, the cost of all courses, ~~ECEBC membership~~ which, in the opinion of the Employer and the employee, will contribute to the employee's professional development. Payment will be made on satisfactory completion of the course ~~or receipt of ECEBC membership~~.

(e) The Employer shall cover the annual cost of ECEBC membership for regular full-time employees. Payment will be made once a receipt for ECEBC membership is provided to the Employer.

~~(e)~~ **(f)** Leave of absence without pay shall be granted to an employee for the purpose of taking practicum placement.

~~(f)~~ **(g)** Leave of absence without pay may be granted to an employee for the purpose of enhancing their professional development in child care, if they have already used their allotted leave provisions in Clause 19.8(b).

~~(g)~~ **(h)** The Employer shall pay the cost for an employee renewing their First Aid certification and Criminal Record Checks for new and regular employees.

~~(h)~~ **(i)** An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for their traveling, subsistence and other legitimate expenses where applicable. This clause shall not apply in the case where an employee has agreed to obtain a licence/certificate as a condition of employment.

- (i) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enroll.

ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

20.1 Maternity Leave

- (a) Every employee who intends to take a leave of absence under this article shall give at least ~~four~~ **six** weeks' notice, in writing, to the Employer unless there is a valid reason why such notice cannot be given. Such notice shall include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.
- (b) A regular employee shall be granted 17 weeks' maternity leave of absence without pay.
- (c) The period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and must end no earlier than six weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. The employee will provide a medical certificate from a qualified medical practitioner. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties.
- (e) Any further leave granted beyond the normal 17 week period will be unpaid leave without benefits.

26.2 Extended Health and Life Insurance

The Employer agrees to pay 100% of the monthly premiums for all regular employees, full and part-time, at a dependent rate if required.

~~A vision care benefit of \$250 shall be included effective September 1, 2006 to March 31, 2009. Thereafter the vision care benefit shall be \$250 every two years.~~

~~Increase to a **A** maximum of \$700/per year (from current \$350/year) for each of massage therapy, physiotherapy and registered psychologist.~~

Increase to a maximum of \$1000/per year (from current \$700/year) for massage therapy.

The vision care benefit shall be \$250 every two years. A benefit rate will also be provided for eye exams, not to exceed \$100 every two years.

28.2 Bullying & Personal Harassment

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

employees from bullying and personal harassment and agree that employees who engage in bullying and personal harassment may be disciplined.

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

- Physical threats or intimidation;
- Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- Distribution or display of offensive pictures or materials.

ARTICLE 28 – GENERAL TRANSITION POLICY (NEW)

28.1 General Transition Policy

The Union and Employer agree to the following general transition policy to cover transgender employees at work.

(a) The Employer and the Union will make every effort to protect the privacy and safety of transgender workers at all times, and during an accommodated transition.

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

(c) The Employer will provide safe washroom and change room facilities to all transgender workers. The Employer and the Union recognizes that a transgender worker 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.

(d) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave, as per the terms of the BC Medical Services Plan and the Extended Health Plan.

(e) 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 union and the employee to tailor a transition or support plan to the employee's particular needs.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This agreement shall be binding and remain in effect from April 1, 2018 ~~2022~~ until midnight March 31, 2022 ~~2025~~.

30.2 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 December 1, 2021 ~~2024~~, but in any event not later than midnight, December 31, 2021 ~~2024~~.

(b) Where no notice is given by either party prior to December 31, 2021 ~~2024~~ both parties shall be deemed to have been given notice under this article on December 31, 2021 ~~2024~~.

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

SIGNED ON BEHALF OF
THE UNION:

Stephanie Smith
President

~~Lule Abbey~~ **Amber Grewall**
Bargaining Committee Member

Pei Shan (Penny) Chiu
Bargaining Committee Member

Sayaka Shibuya
Bargaining Committee Member

Brittney ~~Buss~~ **Janecki**
Staff Representative

Waheed Taiwo
Staff Representative

Date: _____

SIGNED ON BEHALF OF
THE EMPLOYER:

Tina Wight
Executive Director

~~Abdul Kim~~ **Vincci Li**
Board Member

~~Jill Magtanong~~
~~Board Member~~

Michael Saevitzon
Treasurer

APPENDIX A

Re: Wage Grid

Classification	Effective April 1, 2018 3%	Effective April 1, 2019 3%	Effective April 1, 2020 2%	Effective April 1, 2021 2%
Supervisor	\$29.46	\$30.34	\$30.95	\$31.57
Additional Support Educator	\$26.28	\$27.07	\$27.61	\$28.16
Early Childhood Educator/Infant/Toddler Educator ¹	\$23.89	\$24.61	\$25.10	\$25.60
Casual (short-term) ²	\$17.91	\$18.45	\$18.82	\$19.20

Classification	Effective April 1, 2022 3%	Effective April 1, 2023 3%	Effective April 1, 2024 3%
Supervisor	\$32.52	\$33.49	\$34.50
Additional Support Educator	\$29.00	\$29.87	\$30.77
Early Childhood Educator/Infant/Toddler Educator ¹	\$26.37	\$27.16	\$27.97
Casual (short-term) ²	\$19.78	\$20.37	\$20.98

- 1-1 Support Workers hired through a contract with the Centre for Abilities shall receive the ECE/Infant/Toddler Educator wage rate.
- Casual wages include 10.2% in lieu of vacation and statutory holidays.