

# **Tentative Agreement Changes**

**COLLECTIVE AGREEMENT**

**between the**

**SOUTH HILL CHILD CARE SOCIETY**

**and the**

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

**Effective from September 1, ~~2017~~ 2020 to August 31, ~~2020~~ 2023**

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**ARTICLE 3 - DEFINITION OF EMPLOYEES****3.6 — Use of Feminine and Singular Terms**

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

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**ARTICLE 6 - UNION ACTIVITY****6.5 Union Bargaining Committee**

Leaves of absence without loss of pay will be provided to all members of the union bargaining committee to attend negotiation sessions, including union caucus meetings.

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**ARTICLE 8 - DISCRIMINATION****8.1 Human Rights**

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

(a) **"Gender Expression"** means how a person publicly presents their gender. This can include behaviour and outward appearance such as dress, hair, make-up, body language and voice. A person's chosen name and pronoun are also common ways of expressing gender.

(b) **"Gender Identity"** means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.

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**ARTICLE 12 - GENERAL****12.1 Transportation**

When an employee uses his/her car for day care business, he/she shall be reimbursed at a rate of 54¢ **59¢** per kilometer. Reimbursement over \$10 shall only be made after written approval of the Employer of expenses incurred.

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**ARTICLE 13 - LEAVES OF ABSENCE****13.1 Compassionate Bereavement Leave**

In case of bereavement in the immediate family and close friends and relatives, regular full-time and part-time employees not on leave of absence without pay shall be entitled upon notification to special leave at his/her regular rate of pay from the date of death to and including the date of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed three working days with pay and an additional two days unpaid for travel.

Immediate family is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, grandparent, grandchild, child, legal stepchild, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, legal guardian, and legal ward.

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### 13.2 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight **27** weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 13.2 **3** (General Leave), there will be no change to eligibility for benefits provided for under Article 20 **23** (Medical and Dental Plans). The Employer shall continue to make payments to Health and Welfare plans in the same manner as if the employee were not absent, where the employee elects to pay his/her share of the cost of the plan.

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### ~~13.5 — Maternity/Parental Leave~~

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

### **13.5 Leave Respecting 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 death of child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. Notwithstanding Clause 30.2 (Loss of Seniority) there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 23 (Medical and Dental Plans).**

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### ~~13.6 — Paternity Leave~~

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

### **13.6 Leave Respecting Disappearance of a Child**

**An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. Notwithstanding Clause 30.2 (Loss of Seniority) there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 23 (Medical Dental Plans).**

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**ARTICLE 14 – DOMESTIC VIOLENCE LEAVE**

***“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” means:***

- (a) 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:***

- (a) 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.

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**14.1 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.

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**14.2 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 14.2(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

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**14.3 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 14.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

**14.4 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 14.4(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 14.4 (Domestic Violence Leave) is paid leave. Leave taken under Clause 14.4 (Domestic Violence Leave) beyond 10 days is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 14.4 (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.
- (f) 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.
- (g) 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.

**ARTICLE 15 – MATERNITY/PARENTAL LEAVE****15.1 Maternity Leave**

- (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 end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period later than 17 weeks after the leave begins.

(c) A request for shorter period under Article 15.1 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.

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## 15.2 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, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 15.1 (Maternity Leave),

(2) in the case of the birth father or the common-law partner of the birth mother, 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.

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## 15.3 Leave without Pay

All leave taken under Article 15.1 (Maternity Leave) and under Article 15.2 (Parental Leave) is leave without pay.

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**15.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 15.1 (Maternity Leave) and 15.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 15.1 (f) (Maternity Leave) and/or 15.2 (c) (Parental Leave).

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**15.5 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 Article 15.1 (Maternity Leave) or 15.2 (Parental Leave).
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**15.6 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.

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**15.7 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 Article 15.9 (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.
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**15.8 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. They may use this leave until all danger from such disease or condition no longer exists.
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**15.9 Extended Child Care Leave**

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 15.1 (Maternity Leave) and 15.2 (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.

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**ARTICLE 18 20 - SICK LEAVE****18.8 20.8 Workers' Compensation**

Following a workplace injury, Employees with accumulated sick leave to their credit shall receive their wages and any monies paid, or payable to them by the Workers' Compensation Board to a maximum of 100% of their pre-injury salary. In such cases, there shall be a deduction from the accumulated sick leave bank of only the portion of the employee's time for which they are not compensated by the Workers' Compensation Board of one-quarter of the time the employee is absent.

**18.9 20.9 Extended Sick Leave**

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

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**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY****22.1 Conditions**

The Union and the Employer agree to fully comply with regulations made pursuant to the Workers Compensation Act, the Employment Standards Act, or any other statute of the Province of British Columbia pertaining to the working environment which is applicable to the Employer. First aid attendants, kits, and equipment will be supplied in accordance with this section.

**22.2 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury will receive payment for the remainder of their shift without deduction from sick leave.



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**22.3 Transportation of Accident Victims**

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

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**22.4 Working Hazards**

To the extent that it is reasonably possible the Employer agrees to maintain office furniture and equipment in a safe condition in order to avoid injury to employees. Employees, for their part and in their own interest, agree to advise the Employer of any such potentially injurious equipment.

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**22.5 Unsafe Working Conditions**

No employee will be disciplined for refusal to work on a job which is unsafe. After an on-site inspection by the appropriate authority and discussion with the Employer and where the appropriate authority finds that a condition is unsafe or unhealthy for continued employment at that site, employees will not be assigned to that site until conditions have been corrected. Employees so affected will receive their regular rate of pay. The Employer will have the right to re-assign employees to other duties.

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**22.6 Supply and Maintenance of Equipment**

A permanent employee will not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies.

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**22.7 Children's Immunization Record**

The Employer will ensure that before enrolment, every child enrolled in a day care has an up-to-date immunization record.

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**22.8 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 infestation.

(b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform employees about the inherent risk of the communicable diseases or parasitic infestations.

(c) Where a vaccination is, or may become available as a preventative measure, such vaccination will 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 will 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 will be provided with an appropriate treatment.

(e) The Employer will ensure that 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 is in place.

(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 will be without loss of pay.

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## 22.9 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.

(b) The Union and Employer designated safety representatives will, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

(1) the work methods and practices;

(2) the layout and condition of the workplace and workstation;

(3) the characteristics of objects or equipment handled;

(4) the environmental conditions;

(5) the physical and psychological demands of work;

(6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Union and Employer designated safety departments.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in.

(d) Such advice will be sought from resources which will include the worker health and safety representatives.

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## ARTICLE 20 23 - MEDICAL AND DENTAL PLANS

(a) The Employer shall pay the following for all employees who work less than 20 hours per week, after a probationary period of three months:

(1) Fifty percent (50%) of all the premiums of the ~~Medical Services Plan of BC~~, Extended Health Benefits and Dental Plan.

(b) The Employer shall pay the following for all employees who work 20 or more hours per week, after a probationary period of three months:

(2) One hundred percent (100%) of all the premiums of the Extended Health Benefits and Dental Plan

Dental:

**(c) Reimbursement rates for the Dental Plan are as follows:**

- (1)** Plan A - 100%
- (2)** Plan B - 80%
- (3)** Plan C - 50% (lifetime maximum of \$3,500)

~~Medical Services Plan of BC - 100%~~

~~Extended Health Benefits Plan - 100%~~

**(d) The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax. If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the Employer will pay one-hundred percent (100%) of the premium for post-probationary employees who work 20 hours or more; and fifty percent (50%) of all premiums for post-probationary employees who work less than 20 hours a week on the same basis as exists in the 2017-2020 collective agreement.**

**(e) The negotiated plans will form a part of this Agreement.**

**(f) In the event that the Employer initiates a change in the contract carriers during the life of this Agreement, it will so advise the Union. The Employer agrees that the benefit levels outlined in the contracts will not be altered or reduced without the consent of the Union.**

**ARTICLE 23 26 - WAGES**

Classification	Current	September 1, 2020 3%	September 1, 2021 3%	September 1, 2022 3%
Teacher Supervisor	33.27 35.82	34.10 36.89	34.95 38.00	35.82 39.14
Teacher Assistant Supervisor	24.19 26.00	24.79 26.78	25.40 27.58	26.00 28.41
Teacher Aid	20.85 22.44	21.37 23.11	21.90 23.81	22.44 24.52
Teacher Assistant Aide	20.25 21.79	20.75 22.44	21.26 23.12	21.79 23.81
Substitutes	17.37 18.69	17.80 19.25	18.24 19.83	18.69 20.42
Unqualified Substitutes	14.79 15.91	15.16 16.39	15.53 16.88	15.91 17.39

**All wage classifications or positions listed in Article 23 shall be increased as following:**

September 1, 2020	3%
September 1, 2021	3%
September 1, 2022	3%

**The new rate shall be rounded to the nearest whole cent or dollar as applicable.**

Wage reopener should additional funding become available from the provincial or federal government or other.

~~Retroactive to September 1, 2017.~~

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**ARTICLE 28 31- PROFESSIONAL DEVELOPMENT****28.4 31.4 Professional Development Fund**

Employees are encouraged to engage in professional development. To support the continuing education and professional development of its employees, the Employer agrees to create a professional development fund for each employee of \$100.00 per year.

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**ARTICLE 33 - TERM OF AGREEMENT**

This agreement shall be in full force and effective from and including September 1, 2017 2020 to and including August 31, 2020 2023. All articles of this agreement shall remain in full force and effect from year to year thereafter unless either party, at least 30 days immediately preceding the date of expiry of this agreement, gives to the other party written notice of its desired changes.

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**APPENDIX A  
Arbitrators**

Pursuant to Clause 25.2 28.2, the following individuals will hear arbitration cases:

- ~~Rod Germaine~~
- Marguerite Jackson
- Vince Ready
- Robert Pekeles
- Joan Gordon
- Chris Sullivan