

COLLECTIVE AGREEMENT

RATIFICATION DOCUMENT FOR NEW COLLECTIVE AGREEMENT

between the

QUADRA DAYCARE SOCIETY

and the

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

Effective from April 1, 2021 to March 31, 2023

ARTICLE 1 - PREAMBLE**1.4 Use of Terms****(a) ~~Masculine and Feminine~~ Gender Neutral**

~~The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.~~ **All language in this agreement will be gender neutral.**

(b) Singular and Plural

Whenever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

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 fifteenth (15th) calendar day of each month following the date of deduction. and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(e) 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.

(f) Each EFT email will also include:

- (1) Employer name**
- (2) Pay period type (i.e. biweekly)**
- (3) Pay period number**
- (4) Pay period end date**
- (5) Pay period pay date**

(g) The Employer will provide the wage information in Appendix A to the Union with dues remittances.

~~(e) h~~ 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.

~~(f)~~i 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.

~~(g)~~j 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 1 of the succeeding year.

~~(h)~~k 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.

~~(i)~~l The Employer shall provide a report of employees who cease employment to the Union on a quarterly basis and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

9.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or her designate, may inform the Employer of his intention to submit the dispute to arbitration within:

- (a) ~~thirty (30)~~ **fifteen (15) calendar** days after the Employer's decision has been received;
 - (b) ~~thirty (30)~~ **fifteen (15) calendar** days after the Employer's decision is due.
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13.1 Definition of Layoff

"*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a re-organization, program termination, closure or other material change in organization.

A layoff does not include a temporary cessation of employment or reduction of hours which is the result of fire, flood, outbreak, or similar event.

Where a regular employee is hired into a position in a program which is subject to seasonal closures, and such closures are identified in job postings and letters of employment, then the employee will only be eligible to bump other employees in accordance with Article 13.3, if the period of layoff exceeds the duration of the seasonal closure by two (2) or more weeks.

ARTICLE 18 - SICK LEAVE**18.1 Sick Leave Entitlement**

- (a) A permanent, full-time employee shall earn paid sick leave at the rate of one and one half (1½) days per month. Sick leave shall accumulate to a maximum total of thirty (30) days.
- (b) Employees will be entitled to use up to a maximum of **five (5) days** ~~three (3)~~ of their earned sick days per calendar year for the following circumstances:
- (1) **up to five days (5) to** care for a dependent relative where no one else in the home is available;
 - (2) **up to five days (5) for** medical and/or dental appointments that cannot be scheduled outside the employee's working hours.
- (c) Employees who are absent under the provisions of 18.1 (a) or (b) may be required to demonstrate proof of entitlement to the leave.
- (d) All sick leave credits are cancelled when an employee's employment is terminated
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19.2 Special Leave with Pay

Special leave with pay of up to one (1) day per calendar year total will be granted to the employee in the event of any of the following circumstances:

- (a) marriage of the employee;
- (b) attend a funeral;
attend formal hearing to become a Canadian citizen;
- (c) moving residences.

Special leave will be drawn from the employee's earned sick days. Employees may be required to demonstrate proof of entitlement to special leave.

The employee shall be required to provide the Employer with two weeks advance notice, except where extenuating circumstances apply.

19.3 Full-Time Union or Public Duties

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

- (a) for employees seeking election in a municipal, provincial, or federal election for a maximum of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one (1) year (such leave will be renewed upon request by the Union);
- (c) for employees elected to public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President and or Treasurer of B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

For greater clarity, the employee does not accrue seniority during the period of the leave

ARTICLE 20 MATERNITY AND PARENTAL LEAVE

20.1 Maternity Leave

(a) 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 shall give at least four (4) weeks' notice, in writing, to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

(b) The employee will be granted leave for a period not longer than seventeen (17) weeks.

(c) An employee who requests leave under this clause after the termination of the employees' pregnancy is entitled up to six (6) consecutive weeks of leave without pay which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

(d) The period of maternity leave shall end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.

(e) A request for a shorter period under Clause 21.2 (b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner or registered midwife stating that she is able to resume work.

(f) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner or registered midwife.

(g) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner or registered midwife's certificate is presented.

20.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall 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 shall be granted parental leave as follows:
- (1) in the case of the birth mother, **up to sixty-one (61) consecutive weeks without pay** commencing immediately following the end of the maternity leave under Article 20;
 - (2) ~~in the case of the father or partner of the birth mother, including same-sex partner,~~ **For a parent, other than an adopting parent, who does not take maternity leave, up to sixty-two (62) consecutive weeks without pay within the** ~~commencing within the fifty-two (52)~~ **seventy-eight (78)** week period following the birth of the child;
 - (3) in the case of an adopting parent, **up to sixty-two (62) consecutive weeks leave without pay** ~~commencing within the fifty-two (52)~~ **seventy-eight (78)** week period following the date the adopted child comes into the actual care and custody of the parent.

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 (5) 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.

20.3 Return from Leave

An employee on maternity or parental leave pursuant to Articles 20.1 and 20.2 shall provide the Employer with at least one (1) month's written notice of their intended return to work date. On return from leave, an employee shall be placed in her former position, ~~or where the position no longer exists in a position of equal rank and basic pay.~~ **will retain the seniority where she had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approval leave**

ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

20.4 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, **up to the maximum of sixty-two (62) weeks** ~~a maximum of thirty-seven (37) weeks, but to a maximum of fifty-two (52) weeks~~ for an employee taking leave under Articles 20.1 and 20.2.

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

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

24.13 An employee shall make every effort to give 30 calendar days' notice in writing prior to leaving. This may be waived by mutual agreement

28.6 Confidentiality

All persons involved in the handling of a complaint under these procedures shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the constituent group(s) will be made aware of all or part of the proceedings on a "need to know" basis.

ARTICLE 29 - DOMESTIC ABUSE AND SEXUAL VIOLENCE**29.1 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.**

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

29.3 Domestic or Sexual Violence Leave

The parties recognize the domestic or sexual violence leave provisions in the BC *Employment Standards Act* shall be applicable to the employees covered by this agreement.

ARTICLE 30 31- CASUALS**30.31.1 Employment Status**

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Article 14.8 - Additional Hours for Part-Time Employees, have not requested topped up hours. These periods shall not exceed three (3) months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

30.2 31.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees, which shall be supplied to the Union and posted on the bulletin boards.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked thirty (30) days. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from receiving WCB, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.
- (d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.

30.3 31.3 Call-in Procedures

Qualified casual employees shall be called in order of seniority.

30.4 31.4 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
 - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) Article 19.6 applies to casual employees.
- (c) In the case of bereavement, casual employees are entitled to leave as per Article 19.1 without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.

(e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

~~30.5~~ 31.5 Minimum Hours for Casual Employees

- (a) Where a casual employee is called to work but is informed on arrival she will not be required to work that shift, the employee is entitled to a minimum of two (2) hours' pay.
- (b) Where a casual employee is called to work, begins her duties and is subsequently informed she will not be required to work the full shift, the employee is entitled to a minimum of four (4) hours' pay.
- (c) Article 14.5 does not apply to school students reporting for work on a school day in which event the student shall receive payment for the hours worked with a minimum of two (2) hours' pay in any one (1) day.

~~30.6~~ 31.6 Vacation Pay for Casual Employees

Casual employees shall be paid four percent (4%) of gross earnings on each paycheque in lieu of vacation entitlement. **Casual employees with five (5) or more years of employment with the Employer shall be paid six percent (6%) of gross earnings on each paycheque in lieu of vacation entitlement.**

APPENDIX A

Wages

Classification	Current	Effective August 1, 2021 (2.25 %)	Effective August 1, 2022 (2.25 %)	Effective August 1, 2023 (2.25 %)
ECE	21.73	22.22	22.72	23.23
Casual	17.85	18.25	18.66	19.08

ARTICLE ~~31~~ 32- TERM OF AGREEMENT

~~31.1~~ 32.1 Duration

This agreement shall be binding and remain in effect until midnight, March 31, ~~2021~~ 2024.

~~31.2~~ 32.2 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, 2020 2023, but in any event not later than midnight, December 31, 2020 2023.

(b) Where no notice is given by either party prior to December 31, 2020 2023 both parties shall be deemed to have been given notice under this article on December 31, 2020 2023.

(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.

~~31.3~~ 32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article ~~31.2~~, 32.2 the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

~~31.4~~ 32.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by mutual agreement at any time during the life of this agreement.

~~31.5~~ 32.5 Effective Date of Agreement

(a) The provisions of the agreement shall come into full force and effect on the date of ratification, unless specified otherwise.

(b) Wage rates, where applicable, shall be implemented in the second pay period after receipt of all funds.

~~31.6~~ 32.6 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until a strike or lockout occurs.