

FIRST COLLECTIVE AGREEMENT

between the

CHILDREN'S CIRCLE DAYCARE SOCIETY

and the

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

Effective from April 20, 2009 to March 1, 2012

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Children's Circle Daycare Society and the B.C. Government and Service Employees' Union.
- (b) The parties to this Agreement share a desire to improve the quality of service to the children who receive care at the Children's Circle Daycare Society and their families. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- (c) The parties share the joint vision for Children's Circle Daycare Society to be the child care centre of choice in Kamloops for children, families, staff and the community.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached, the matter shall be sent to arbitration as provided in Article 10.

1.3 Human Rights Code and Employment Standards Act

The parties hereto subscribe to the principles of the *Human Rights Code* of BC.

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 or criminal or summary conviction that is unrelated to the employment of that person.

It is further agreed that wherever this Agreement is silent, the provisions of the *Employment Standards Act* shall apply.

1.4 Use of Terms

In this Agreement whenever the female pronoun is used, it shall be deemed to include the male pronoun or vice versa and, likewise, whenever the singular is used, it shall be deemed to include the plural, as the context requires.

ARTICLE 2 - DEFINITIONS

2.1 Employer and Union Definitions

- (a) "*Employer*" means Children's Circle Daycare Society.
- (b) "*Union*" means the B.C. Government and Service Employees' Union (BCGEU).

2.2 Employee Defined

- (a) "*Full-time Employees*": Regular full-time employee is one who is appointed to a full-time position and is regularly-scheduled to work full-time shifts. A full-time employee is entitled to all the benefits outlined in this Agreement.
- (b) "*Part-time Employee*": A regular part-time employee is one who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14. A regular part-time employee who works at least an average

of 21 regularly-scheduled hours per week is entitled to all benefits as outlined in this Agreement. A part-time employee who works less than an average of 21 regularly-scheduled hours per week shall be entitled to the in lieu amount, pursuant to Clause 30.4.

(c) "*Casual Employee*": Casual employees are employed on an on-call basis to cover absences of regular employees or to augment staff during peak periods. This includes coverage for breaks for regular employees.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The "*bargaining unit*" shall comprise all employees included in the certificate issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the Labour Relations Board.

Positions excluded by this Agreement are: Executive Director (1) and Program Coordinator (1).

3.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees covered by the certification.

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the union related to matters covered by this Agreement shall be sent to the President of the Union (or designate).

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any article in this Agreement shall be forwarded to the President of the Union (or designate).

The Union agrees that all correspondence between the Union and the Employer shall be sent to the appropriate Employer designate.

3.4 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.

3.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

3.6 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. The Union agrees to provide the Employer with a list of employees designated as stewards.

(b) A steward (or alternate) must obtain the permission of her immediate supervisor before leaving work to perform her duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. Such permission will be granted based on operational requirements. On resuming her normal duties, the steward shall notify her supervisor. The Union agrees there will be no undue disruption of work.

- (c) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes;
 - (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
 - (5) attending meetings called by the Employer.

3.7 Bulletin Boards

The Employer shall provide bulletin board facilities for shared use of the Union at each work location, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Such information shall be posted and removed by a designated steward.

3.8 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

3.9 Right to Refuse to Cross 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 operative provincial labour legislation. Any employee failing to report for duty 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.

3.10 Time Off for Union Business

Leave of absence without out loss of seniority will be granted:

- (a) *Without Pay:*
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body; or
 - (5) for leave for negotiations with the Employer;
 - (6) to stewards to maintain all bulletin boards and binders;
 - (7) to a union observer, pursuant to Clause 24.6.

(b) *Without Loss of Pay:*

- (1) to stewards, or their alternatives, to perform their duties pursuant to Clause 3.6;
- (2) to employees appointed by the Union as union representatives to attend Joint Consultation Committee meetings during their working hours.

(c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary and benefit costs, including travel time incurred. Leaves under this clause shall include sufficient travel time, where necessary.

3.11 Emergency Services

The parties recognize that in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

3.12 Labour Relations Code

The parties hereto subscribe to the principles of the *Labour Relations Code* of BC.

3.13 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of agency facilities to hold union meetings. Union meetings, including general and/or committee(s) meetings, held on Employer premises, shall not interfere with the operation of the Employer.

ARTICLE 4 - UNION SECURITY

All present employees, as a condition of employment, shall remain union members if they are already union members and, if they are not, shall become union members and maintain such membership. All new employees shall, as a condition of employment, become union members and maintain such membership.

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 and the Employer shall also provide the following information via electronic transfer (to dues@bcgeu.ca): list of names of those employees from whom dues are being submitted, each employee's social insurance number, surname and first name, job classification, gross pay, amount of dues deduction and mailing address.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b), 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) 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) 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.

(h) 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.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees that a union steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union at a time that does not interfere with maintaining the staff/child ratio.

ARTICLE 7 - MANAGEMENT RIGHTS

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

Management exclusions will not perform bargaining unit work except in situations where qualified bargaining unit personnel are not immediately available. In such situations that have an expected duration of more than two hours, qualified bargaining unit members, if available, will be called to work immediately and management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive at the worksite.

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers 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.

8.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of up to three members of the Union, with a maximum of one from any one program, together with the President of the Union (or designate). The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

8.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of the union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the worksite concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or similar facility.

8.4 Joint Consultation Committee

- (a) There shall be established a joint consultation committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two union representatives and two employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.
- (b) The Committee shall meet every 60 days, or at the call of either party, at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Union or the Employer, and shall not supersede the activities of any other committee of the Union or of the Employer, and shall not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussion.
- (e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties; and
 - (2) addressing conditions causing grievances and misunderstandings.

8.5 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, shall be resolved in accordance with the following procedures.

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. When the aggrieved employee is a steward, she shall not, where possible, act as a steward in respect of her own grievance but shall submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4, must do so no later than 30 calendar days after the date:

- (a) on which she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which she first became aware of the action or circumstances giving rise to the grievance.

9.4 Step 2

- (a) Subject to the time limits in Clause 9.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.
- (b) The immediate supervisor shall:
 - (1) forward the grievance to the Executive Director (or designate) at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limits to Reply to Step 2

- (a) Within 10 calendar days of receiving the grievance at Step 2, the Executive Director (or designate), the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Executive Director (or designate) shall reply in writing to the Union within 14 calendar days following the Step 2 meeting as per (a) above.

9.6 Step 3

The President of the Union (or designate) may present a grievance at Step 3:

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

9.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 30 calendar days of receipt of the grievance at Step 3.

9.8 Failure to Act

If the President of the Union (or designate) does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

9.9 Time Limit to Submit to Arbitration

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

- (a) within 30 days after the Employer's reply is received;
- (b) within 30 days after the Employer's reply was due.

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, a suspension greater than 20 days or a suspension pending an investigation, the grievance may be filed directly at Step 3, within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension other than those in (a) above, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

9.12 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this clause, the grievance shall be considered to have been abandoned.

9.13 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 of this Agreement.

9.14 Technical Objections to Grievances

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

ARTICLE 10 - ARBITRATION

10.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 9, notify the other party within 30 days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

10.2 Appointment of Arbitrator

When a party has requested that a grievance be submitted to arbitration, an arbitrator shall be selected from the following list:

Marguerite Jackson
Wayne Moore
Joan Gordon
Vince Ready.

10.3 Board Procedure

The Arbitrator may determine his own procedures in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of his first meeting.

10.4 Decision of Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on the parties. The Arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which the Arbitrator deems just and equitable. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

10.5 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven days of receipt of the application.

10.6 Expenses of Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

10.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

10.8 Witnesses

At any stage of the grievance or arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.9 Expedited Arbitration

- (a) The parties generally agree to refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for, and resolvable by, expedited arbitration except grievances in the nature of:
- (1) grievances requiring substantial interpretation of a provision of the Agreement;
 - (2) grievances requiring presentation of extrinsic evidence.

By mutual agreement a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The Arbitrator shall be selected in accordance with the following:
- All presentations shall be short and concise.
 - A comprehensive opening statement shall be made by both parties.
 - There will be a limited use of authorities.
 - Where possible the parties will develop an agreed statement of facts.
 - All documents will be jointly submitted wherever possible.
 - The hearing will be conducted in an informal manner.
 - The parties may mutually agree to have the Arbitrator mediate the issues.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two workdays of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.
- (i) The parties shall contact the LRB Mediation Division and request the services of a mediator to act in the capacity of arbitrator. Where a mediator is not available through the Mediation Division to act in the capacity of an arbitrator, an individual from those listed in Clause 10.2 above will be appointed.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Dismissal and Suspension

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

- (a) The Employer, or any specifically authorized excluded representative of the Employer, may dismiss or suspend for just cause any employee who has completed her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, she shall be given the reason in writing, in the presence of a steward providing that this does not result in an undue delay of the appropriate action being taken.

A copy of the written notice will be forwarded to the President of the Union or the designated staff representative within five workdays.

(b) *Suspension*: A suspension of indefinite duration shall be considered a dismissal under Clause 11.1 above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

11.2 Burden of Proof

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

11.3 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports.

(b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.

11.4 Personnel File

(a) An employee or the President of the Union (or designate), with the written authority of the employee, shall be entitled to review an employee's personnel file, both paper and, if applicable, electronic. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of the entries as requested. The employee or the President, as the case may be, shall give the Employer five workdays' notice prior to having access to such information.

(b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties. All employees are expected to promptly inform the Executive Director (or designate) of any changes to information on file in their personnel records (ie., address or phone contact changes).

(c) All disciplinary materials 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 Board of Directors for a review to determine whether such materials shall be removed from the employee's file following the one-year period.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.5 Right to Have Union Representative Present

(a) An employee shall have the right to have her steward present at any discussion with supervisory personnel, where a supervisor intends to interview an employee for disciplinary purposes. The supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

11.6 Abandonment of Position

An employee who fails to report for duty for five consecutive workdays without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity within 10 workdays to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

11.7 Probation Period

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.1 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Regular and casual employees shall be required to serve a probationary period, in accordance with this article. Where an employee has served a probationary period, pursuant to this article, they shall not be required to serve a further probationary period, except where they have bumped into a position, pursuant to Clause 13.3, in a different program than they had worked previously. In such case, the employee shall serve a subsequent probationary period of three months worked. Such subsequent probationary period may be waived by mutual agreement.
- (c) Each new employee shall serve a probationary period of three months worked or 350 hours, whichever occurs last.
- (d) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months or 350 hours worked.
- (e) Where an employee feels she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this Agreement commencing at Step 3.

11.8 Employee Investigation

The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

The Employer will make every effort to complete its investigation within 14 days. The Employer will notify the President of the Union (or designate) when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) "*Seniority*" means an employee's length of "*continuous service*" with the Employer. Seniority shall be based on the earliest start date with the Employer and shall include all service with the Employer prior to the signing of this Agreement. Where an employee had a break in service of three months or less, her length of service shall be considered as continuous.
- (b) When two or more employees have the same service seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

12.2 Seniority List

(a) The Employer will prepare once every six months an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name.
- (2) employee's seniority.
- (3) employee's current classification.

(b) The regular seniority list shall be posted by the Employer for 30 days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Employer will provide the Union and the stewards with a copy of the seniority list upon request.

12.3 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over 30 days' duration. An employee shall continue to accrue seniority if she is absent from work with pay or being compensated by the WCB or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose her seniority only in the event that:

- (a) she is discharged for just cause;
- (b) subject to Clause 12.5, she voluntarily terminates her employment or abandons her position;
- (c) she is on layoff for more than one year;
- (d) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within seven days and fails to return to work within 14 days;
- (e) she is permanently promoted to an excluded position and has passed probation.

12.4 Re-employment

An employee who resigns her position and within three months is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other benefits, subject to any benefit plan eligibility requirement.

12.5 Bridging of Service

If a regular employee resigns after the signing of this Agreement, as a result of a decision to care for a dependent child or children, an ill or disabled spouse or an aging parent, and is re-employed, upon application, she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee with at least two years of service seniority at time of termination;
- (b) the break in service shall be for no longer than six years;
- (c) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

12.6 Seniority for Change in Status

A regular employee who changes their status from full-time to part-time shall retain seniority and accumulated sick leave and vacation leave entitlements at the rate at which they were earned.

ARTICLE 13 - LAYOFF AND RECALL**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 reorganization, program termination, closure or other material change in organization and where work shall become available, employees will be recalled in accordance with this article or Article 30.

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under Clause 13.3, the Employer shall canvass employees in order to invite:
 - (1) placement on the casual call-in and recall lists with no loss of seniority; or
 - (2) early retirement; or
 - (3) other voluntary options, as agreed to by the Union and the Employer.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.
- (c) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.
- (d) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to both clients and employees.

13.3 Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, the following shall apply:

- (a) Employees shall be laid off by classification in the reverse order of seniority.
- (b) An employee designated for layoff will have the right to bump into another position within the bargaining unit for which she is qualified, according to the amount of her seniority.
- (c) Bumping will proceed as follows:
 - (1) A full-time employee shall displace the least senior full-time employee in her own classification. Where the least senior employee in the affected classification is a part-time employee, then the full-time employee designated for layoff shall have the option of displacing the least senior full-time employee or the least senior part-time employee.

A part-time employee shall displace the least senior part-time employee;
 - (2) If the employee does not have sufficient seniority to displace any of the employees in her own classification, the above process will be repeated for those classifications carrying a rate of pay next closest to the employee's current rate.
 - (3) The above process will also apply to those employees displaced as a result of bumping.
- (d) Displacements shall not result in promotion.
- (e) Bumping rights must be exercised within five days of notification of layoff by providing written notice to the Employer.

13.4 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by Xpresspost mail. Employees must accept recall within five days of receipt of the Xpresspost mail.
- (b) The recall period shall be one year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.5 Reduction in Hours

- (a) A reduction in hours shall be based on seniority, providing that affected employees have the qualifications to perform the work that is available and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Clause 13.3.
- (c) Any regular employee offered a reduction of hours shall be given two weeks' notice of the reduction.

13.6 Advance Notice

The Employer shall provide written notice and/or pay in lieu of notice to a permanent employee who is to be laid off, prior to the effective date of layoff, according to the following provisions:

- (a) Two weeks' notice and/or pay in lieu of notice after three consecutive months of employment; or
- (b) Three weeks' notice and/or pay in lieu of notice after 12 consecutive months of employment; or
- (c) Three weeks' notice and/or pay in lieu of notice after three consecutive years of employment, plus two additional weeks for each additional year of employment, to a maximum of 15 weeks' notice and/or pay in lieu of notice.

13.7 Grievances on Layoff and Recall

Grievances concerning layoff and recall must be initiated at Step 3 of the grievance procedure.

13.8 Worksite Closure

Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union. Following consultation, where the Employer offers positions to all or part of the staff affected, the following shall apply:

- (a) Those employees who are offered positions shall not have access to Article 13 of this Collective Agreement.
- (b) Employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of six months.
- (c) If the downward classification lasts longer than six months, no employee shall suffer more than 10% reduction in her basic pay.
- (d) An employee who is classified downward as per (c) above shall be placed in the first vacancy available in her former classification, provided she has the necessary qualifications, prior to the application of the recall provisions.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

For the purpose of this article, "*day*" means a 24-hour period commencing at 0001 hours; "*week*" means a period of seven consecutive days beginning at 0001 hours Monday and ending at 2400 hours the following Sunday.

14.2 Hours of Work

The full-time hours of work, exclusive of meal periods, will be 40 hours per week and based on eight hours per day. Unpaid meal periods shall be either one-half hour or one hour in length, subject to the work schedules as noted in Appendix B.

14.3 Work Schedules

- (a) Shifts subject to rotation will be mutually agreed to with the steward at the worksite and will rotate on a consistent and equitable basis. However, those requesting a regular fixed shift pattern will be granted such on the basis of seniority, subject to operational requirements.
- (b) The 40-hour workweek may, with mutual agreement, be worked in a period of less than five days.
- (c) Except by agreement between the Employer and the Union, employees shall not be required to work in excess of five consecutive shifts without receiving two consecutive days off.

14.4 Rest Periods and Meal Breaks

- (a) All employees shall have one 15-minute rest period in each work period in excess of six hours, provided the staff to child ratio can be maintained. It is understood that meal breaks and rest periods may be combined subject to operational requirements.
- (b) Employee meals break must commence no later than five hours after the commencement of their shifts.
- (c) Rest periods shall be taken without loss of pay to the employee.

14.5 Minimum Hours

- (a) Where an employee is called to work but is informed on arrival at the worksite she will not be required to work that shift, the employee is entitled to a minimum of two hours' pay.
- (b) Where an employee is called to work and 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 hours' pay.
- (c) Clause 14.5(a) does not apply to students reporting for work on a scheduled school day, in which event the student shall receive payment for the hours worked with a minimum of two hours' pay in any one day.

14.6 Split Shifts

There shall be no split shifts except as negotiated between the parties.

14.7 Notice of New Shift Schedules

Shift schedules shall be posted at least 14 days in advance of the starting day of a new schedule.

14.8 Additional Hours for Part-Time Employees

Regular part-time employees shall be offered any additional hours available before casuals, provided they have the necessary qualifications and the additional hours do not result in overtime.

14.9 Parent/Board Meetings

Employees required to attend parent/board meetings shall be compensated in accordance with Article 15.

14.10 Staff Meetings

Employees required to attend a staff meeting outside of their regular hours of work shall be compensated at straight-time rates to a maximum of two hours per meeting. Meetings in excess of two hours shall be compensated in accordance with Article 15 for the time in excess of two hours. Such compensation shall be taken in time off unless mutually agreed to otherwise. The time off shall be scheduled at a mutually agreeable time and in no case later than 12 months from the date the time was worked.

14.11 Program Preparation Time

All ECE licensed staff employed on a full-time basis will be allowed time each month for program preparation where the employee is free from direct contact with children. There will be a minimum total of three hours per week for each worksite for this. Such time will be scheduled at a time agreeable with the onsite manager and must be equitably shared amongst the eligible employees at each site, giving consideration for duties assigned and hours worked.

ARTICLE 15 - OVERTIME

15.1 Definition

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess or outside of the regularly-scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer. It is understood that, in emergency situations, prior authorization may not be possible.

15.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily full-time hours.
- (b) Overtime shall be compensated in 15-minute increments; however, employees shall not be entitled to any compensation for overtime of less than five minutes per day.

15.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

15.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability, qualifications, location of employee and operational requirements.

15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) Time and one-half for the first two hours of overtime on a regularly-scheduled workday;and

- (2) Double-time for hours worked in excess of (1); and
 - (3) Double-time for all hours worked on a scheduled day of rest.
- (b) Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off (CTO) in lieu thereof.
- (c) Any employee who elects to receive CTO in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she 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 the employee and the Employer.

15.7 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An emergency shall include, but not be restricted to situations which require the attendance of an employee in order to provide adequate supervision and care for children.

15.8 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than her regularly-scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

15.9 Callback Provisions

An employee who is called back to work overtime shall be compensated for a minimum of three hours at the applicable overtime rate.

15.10 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

ARTICLE 16 - HOLIDAYS

16.1 Paid Holiday

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

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving 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.

16.2 Holiday Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday

shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day with pay on the first regularly-scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

16.4 Holiday Falling on a Workday

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of time and one-half for the hours worked plus a day off in lieu of the holiday.

16.5 Holiday Coinciding With a Day of 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 day of vacation.

16.6 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than her regular position for a majority of the 60 workdays preceding her holiday, in which case she shall receive the higher pay.

16.7 Paid Holiday for Part-Time Employees

Part-time employees with an average of at least 21 regularly-scheduled hours per week are entitled to pay for each of the statutory or public holidays mentioned in Clause 16.1. For each holiday, part-time employees will be paid based on the average number of regularly-scheduled hours per week divided by five.

16.8 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to four 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. When two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

ARTICLE 17 - VACATION

17.1 Calendar Year

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

17.2 Vacation for the First Incomplete Year

Employees in their first incomplete year of employment shall earn one and one-quarter vacation days for each month in which they earn a minimum of 10 days' pay.

Vacation entitlements earned in the first partial year of employment will be taken by December 31st of that first partial year or carried over to the next year. Employees must complete their probationary period before they are entitled to take vacation, unless prior approval is obtained.

17.3 Vacation Entitlement

- (a) A full-time employee will have an annual vacation entitlement commencing with the first full calendar year of employment as follows:

Vacation Year	Entitlement
First to third years	10 workdays with pay.
Fourth to tenth years	15 workdays with pay.
Eleventh year and thereafter	20 workdays with pay.

- (b) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis, as above.

17.4 Vacation Scheduling

(a) The Employer will post any restrictions on vacation schedules by January 15th of each year. Employees shall submit their vacation requests to the Executive Director by February 1st of each year. The Employer will approve, subject to operational requirements, vacation requests by February 15th of each year. These dates may be altered at the local level by mutual agreement of the steward and the Employer designate, but must be completed no later than March 1st of each year.

(b) Preference in the selection and allocation of vacation time shall be determined within each worksite on the basis of seniority. Where an employee chooses to split her vacation, her second choice (and any subsequent choice) of vacation time shall be made only after all other employees concerned have made their initial selection. To facilitate this, employees when submitting their vacation requests must indicate their first choice, second choice, third choice, etcetera.

(c) An employee who does not exercise her seniority rights in selecting vacation pursuant to (a) and (b) above shall not be entitled to exercise her seniority rights in respect to any vacation time previously selected by an employee with less seniority.

(d) An employee who voluntarily relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(e) 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.

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

17.5 Accumulation or Carryover of Vacation

An employee may carry over up to five days' vacation leave per year except that such vacation carryover shall not exceed 10 days at any time. Carryover vacation is prorated for part-time employees.

17.6 Approved Leave of Absence with Pay during Vacation

When an employee is qualified for bereavement leave or sick leave with pay during her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, 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.

17.7 Vacation for Part-Time Employees

Part-time employees with an average of at least 21 regularly-scheduled hours per week shall accrue vacation on a pro rata basis.

17.8 Callback from Vacation

An employee who has commenced her vacation shall not be called back to work except in cases of extreme emergency and at the expense of the Employer.

17.9 Vacation Credits upon Death

Earned, but unused vacation entitlement shall be made payable upon the employee's death, to the employee's dependent, or where there is no dependent, to the employee's estate.

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

- (a) A regular employee shall earn paid sick leave at the rate of one day per month. Regular part-time employees shall be entitled to sick leave credits on a pro rata basis.
- (b) Sick leave shall be cumulative to a total of 36 days. There shall be no payout on sick leave.
- (c) Sick leave may be used for medical and dental appointments.
- (d) Sick leave may be used in case of illness of a dependant child or an immediate family member who permanently resides with the employee.

18.2 Sick Leave Credit

All employees shall be able to draw on a block of seven 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 her final paycheque.

18.3 Sick Leave for Part-Time Employees

Part-time employees with an average of at least 21 regularly-scheduled hours per week shall accrue sick leave on a pro rata basis.

18.4 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of her inability to report to work because of illness or injury. The employee shall make every reasonable effort to inform the Employer of her return to duty in advance of that date.

18.5 Medical Confirmation

Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees must notify the Executive Director (or designate) when ill and unable to work. The Employer may request a report form a qualified medical practitioner for absences that exceed three days or when there is a pattern of consistent or frequent absences developing. Sick leave may be denied and benefits, if applicable, will cease to be paid when an employee fails to provide satisfactory evidence of medical disability that prevents her from working.

18.6 Sick Leave Records

Upon request an employee shall be advised in writing annually of the balance of her sick leave credits used to date and the balance remaining.

18.7 Workers' Compensation Board Claim

Where a claim has been recognized by the WCB, the Employer shall reinstate any sick leave deducted which the employee utilized during the claim period on the condition that the employee reimburse the Employer for such sick leave credits.

- (a) *Benefits and Seniority accrual:* When an employee is on a claim recognized by WCB, all benefits and seniority as if the employee was working will continue to accrue. However, statutory holidays and vacations will not accrue during the period of WCB claims. Unused vacation credits accrued in previous years shall not be lost as a result of this article.
- (b) *Approval of Claim:* When an employee is granted sick leave with pay and WCB leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.
- (c) *Continuation of Employment:* Employees who qualify for WCB coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

ARTICLE 19 - SPECIAL AND OTHER LEAVES

19.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to four days' paid leave at her regular rate of pay. In addition, an employee may be granted up to three days' paid leave for the purpose of travel related to the death.

"*Immediate family*" is defined as an employee's parent, grandparent, grandchild, former guardian, spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides. It is understood that a spouse may be of the same gender.

In the event of the death of the employee's son-in-law or daughter-in-law the employee shall be entitled to special leave for one day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.2 Special Leave

- (a) Where leave from work is required, a regular employee who has completed probation shall be entitled to unpaid special leave, without loss of seniority or benefit continuation to a maximum of seven days per year. In addition, a regular employee shall be entitled to paid special leaves as follows:
 - (1) marriage of the employee - three days;
 - (2) birth or adoption of the employee's child - two days;
 - (3) serious household or domestic emergency - to a maximum of three days per year. This includes:
 - (i) illness of an employee's immediate family member who permanently resides with the employee and where no one in the employee's home other than the employee can provide for the care of the ill immediate family member(s); or
 - (ii) attend to the serious household or domestic emergency as the case may be. "*Serious household or domestic emergency*" is defined as an unforeseen event that puts at risk the damage to property, a person's health or has the potential of preventing the employee from immediately attending work.

(b) An employee is entitled to up to seven days of unpaid leave per calendar year to meet responsibilities related to the care, health or education of any member of the employee's immediate family (as defined in Clause 19.1 above).

19.3 Leaves for Part-Time Employees

Part-time employees with an average of at least 21 regularly-scheduled hours per week shall be provided leaves, pursuant to Clauses 19.1 and 19.2 above on a pro rata basis.

19.4 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- (a) For employees seeking election in a municipal, provincial, or federal election for a maximum of 90 days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year (such leave will be renewed upon request by the Union);
- (c) For employees elected to public office for a maximum period of five years;
- (d) For an employee elected to the position of President or Treasurer of B.C. Government and Service Employees' Union. The leave shall be for a period of three years and shall be renewed upon request.

19.5 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, to a maximum of two weeks, provided such court action is not occasioned by the employee's private affairs. If the court action extends beyond two weeks, the employee will still continue to accrue seniority, vacation entitlement and receive benefits as if they were at work.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise her supervisor as soon as she is aware that such leave is required.

19.6 Leave for Taking Courses

- (a) 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 her travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol. Where an employee is undertaking professional skill upgrade training outside of her regular work hours, the Employer may pay all tuition and costs of supplies, subject to completion of the training while the employee remains employed with the Employer.

19.7 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting such leave. Request for leave is to be in writing and approved by the Employer. Approval shall not be unreasonably withheld.

(b) Upon return from leave of absence, the employee will be placed in her former position or where the position no longer exists in an equivalent position.

19.8 Elections

Any employee entitled to vote in a federal, provincial or municipal election, or a referendum shall be entitled to leave to cast her ballot in accordance with applicable legislation.

ARTICLE 20 - MATERNITY/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 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) An 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 she is able to perform her duties.

(e) Any further leave granted beyond the normal 17-week period will be unpaid leave without benefits.

20.2 Parental Leave for Birth and Adopting Parents

(a) Upon application, an employee shall be granted leave of absence for up to 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) Where both parents are employees of the Employer, the employees shall determine the apportionment of 37 weeks' parental leave between them.

(c) Upon application, employees shall be granted parental leave as follows:

(1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 20,

(2) in the case of the natural father, commencing within the 52-week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the 52-week period following the date the adopted child comes into the actual care and custody of the parent.

(d) If the child suffers from a physical, psychological, or emotional condition and will be at least six months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

20.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 20.1 and 20.2 in respect of the birth or adoption of any one child shall not exceed 52 weeks, except as provided under Clauses 20.1(e) and/or 20.2(d). Where an employee is granted total maternity leave under Clauses 20.1(b) and 20.1(e) of greater than 52 weeks, the employee shall not be entitled to parental leave under Clause 20.2.

20.4 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 20.1 and 20.2 shall provide the Employer with at least one month's written notice. 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.

20.5 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 an employee taking leaves under Clauses 20.1 and 20.2.

20.6 Sick Leave

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

20.7 Vacation

The employee shall retain vacation credits she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

20.8 Extended Child Care Leave

- (a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed 12 months. An employee shall neither lose nor accrue seniority while on extended child care leave.
- (b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave shall provide the Employer with at least one month's written notice of return from such leave.
- (d) Upon return from extended child care 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.

20.9 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if she does not return to work on the date specified in the notice of return from leave.

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, or any other statute of the Province of BC pertaining to the working environment, shall be fully complied with.

21.2 Working Environment

The parties agree that a safe and clean working environment is essential to carry out work assignments in a satisfactory manner.

It will be the Employer's responsibility to ensure that all working areas are maintained in a safe and clean condition.

21.3 Safety Committee

The parties agree that an occupational health and safety committee will be established and will govern itself in accordance with the provisions of the Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee will meet at regular intervals to be determined by the Committee to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

It is agreed that the Joint Consultation Committee shall also act as the Occupational Health and Safety Committee.

21.4 Unsafe Work Conditions

No employee shall be disciplined for exercising her right to refuse to perform unsafe work pursuant to the applicable sections of the Occupational Health and Safety Regulations.

21.5 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 shall receive payment for the remainder of her shift without deduction from sick leave.

21.6 Transportation of Accident Victims

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

21.7 First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties as a normal requirement of the job, the cost of renewing this certificate shall be borne by the Employer.

21.8 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 infestations.
- (b) Where the Employer is aware of a child with a communicable disease or parasitic infestation transmitted via the respiratory system, skin or bowels, or in the case whereas required by the federal health department, licensing or health authority, the Employer shall inform the employees about the

inherent risk of the communicable disease or parasitic infection. Employees who become aware of a child with such infection, must report such to the Employer immediately.

(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 exposure in the workplace, they shall be entitled to leave, without loss of pay, for any scheduled shifts in the following 24-hour period to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment as recommended by the local health authority.

(e) The Employer shall, in consultation with the Occupational Safety and Health Committee, 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.

21.9 Workplace Aggression

Employees who, in the course of their duties, may be exposed to aggressive conduct shall receive training at the Employer's expense in recognizing and handling such episodes.

The Employer shall provide the employee with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed of specific instruction on the approach to be taken when providing care for the client.

Immediate debriefing and counselling for individuals who have been traumatised will be made available to employees. Where an employee requires time off to attend debriefing it will be without loss of pay.

Employees may request a transfer because of physical aggression or verbal abuse.

Where repeated incidents of physical aggression or verbal abuse occur, the Occupational Health and Safety Committee, after review of the circumstances, may request a review by the WCB.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"*Technological change*" shall mean:

(a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business.

(b) A change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

22.2 Advance Notice

Where the Employer is aware of an impending change ahead of time, the Employer shall notify the Union 60 days, or with as much notice as possible, before the introduction of any technological change.

Within 14 days of the date of the notice under this article, the Union and the Employer shall commence discussions as to the effects of the technological change and in what way, if any, this Agreement should be amended.

ARTICLE 23 - CONTRACTING OUT

The Employer shall not contract out bargaining unit work that will result in the layoff of employees. Volunteers used at the Employer's worksites that fulfill duties that are normally completed by bargaining unit employees will be supernumerary and will not result in the layoff of employees.

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

24.1 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and union binders, within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position. Every applicant must submit an application and include a resume.

24.2 Information in Postings

Such notice shall contain the following information: nature of position (a brief job description), qualifications, required knowledge and education, skills, wage or salary rate or range, location and whether the employee is required to use her automobile in the performance of her duties. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it.

24.3 Appointment Policy

Priority of selection of candidates for posted vacancies shall be based on skills, knowledge, ability, experience and seniority, each factor being afforded equal weight. Where the sum of such factors are relatively equal, the employee with the greater bargaining unit seniority shall be awarded the position.

Vacant positions will be first offered to qualified internal applicants who have completed their probationary period over external applicants.

24.4 Transfers

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Clause 11.9 applies, the Employer shall provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

24.5 Trial Period

When a vacancy is filled by an existing employee, who has served the probationary period pursuant to Clause 11.8, the employee shall be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three months. If the employee is unable to perform the duties of the new job or if the employee, wishes to return to her former position, she shall be returned to her former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of

seniority. The trial period for part-time employees will be equal to three months of full-time; but in any event will not exceed six calendar months.

24.6 Local Union Observer

The President of the Union (or designate) may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested party; however, may be invited to participate in the selection process.

24.7 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted. The Union shall be notified of all appointments.

The Employer agrees, at the request of unsuccessful applicants, to discuss reasons for not being appointed and areas where the employee can improve opportunities for advancement.

24.8 Right to Grieve

Where an employee feels that she has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this Agreement within seven days of being notified of the results.

24.9 Vacation Letters

Employees who will be absent from duty on vacation, for more than seven calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

24.10 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, shall be posted as per Clause 24.1.
- (b) Casual employees may elect to receive 10.2% in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 26—Health and Welfare Benefits, for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this Agreement.

24.11 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for an interview is made known.

24.12 Deemed Qualified

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

24.13 Performance Review

Where a performance review of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the performance review and have input into such review. The performance review shall include the employee's professional development goals and required training to achieve such goals. Should there be a dispute as to the contents of the performance review, such dispute is subject to the grievance procedure as contained in Article 9.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**25.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

25.2 Rate of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties of this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this Agreement.

25.3 Substitution Pay

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

25.4 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than her regular rate of pay shall maintain her regular rate of pay.

25.5 Job Description and Reclassification of Position

Every employee shall be provided with a current job description that shall be kept on their personnel file. An employee may apply for a change in the classification of her position. Such application shall be in writing. Upon receipt of such application, the Employer will, within 30 days of receipt of the application, review the application, determine if a reclassification is warranted and respond in writing to the employee. A classification review will consider the job descriptions and salaries of all existing bargaining unit positions when making the decision. Disagreements on the classification review completed by the Employer will be subject to the grievance procedure in Article 8.

An employee shall not have her salary reduced by reason of a reclassification of her position that is caused other than by the employee herself.

25.6 Vehicle Allowance

- (a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees who are required to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by her supervisor.
- (c) Where an employee is required to use her automobile for the Employer's business, the employee must conform to the regulations of ICBC and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class, on submission of documentation of that premium difference certified as correct by the employee's immediate supervisor.
- (e) The vehicle allowance shall be at the same rate as provided in the BC Government Master Collective Agreement.
- (f) No employee shall be required to transport children in their own vehicle.

25.7 Rate of Pay on Reclassification

When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of a position on a salary range, will receive the rate in the salary range which is the closest step to eight percent above her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

25.8 Parking

The Employer's present practice with respect to parking at the 3rd avenue worksite will not be changed. The Employer agrees to reimburse employees one-half the cost of parking associated with 624 St. Paul Street.

25.9 Group Registered Retirement Savings Plan

In the interests of encouraging and providing employees with structured savings in anticipation of retirement, the parties agree to the implementation of a Group Registered Retirement Savings Plan (RRSP) on the following basis:

- (a) *Eligibility:* All regular employees are eligible to participate in the Plan upon completion of their probationary period.
- (b) *Employer Contributions:* Commencing on August 1, 2011 the Employer shall remit one and one-half percent of the gross salary earned in each pay period on behalf of each participating employee.
- (c) *Employee Contributions:* An employee who wishes to participate must designate a contribution level that is equal to or greater than the Employer's contribution level. An employee may choose to contribute, on a voluntary basis, an amount not to exceed her maximum personal income tax level. Voluntary contributions do not attract additional employer contributions. Employee contributions will be deducted by the Employer from each paycheque and remitted to the Plan. Participating employees who wish to cease their participation in the Plan, must provide a minimum of 30 days' notice.
- (d) All employer and employee contributions shall be remitted to the Plan no later than the 15th day of the subsequent calendar month.
- (e) *Plan Performance:* The investment of funds and the performance of the Plan shall be in accordance with the guidelines established pursuant to all relevant legislation.
- (f) *Plan Information:* Every participating employee shall be provided, no less than annually, with a statement of her account and its performance and shall receive a receipt appropriate for income tax purposes.
- (g) *Contributions Locked In:* Employees may not withdraw funds from the Group RRSP account prior to the termination of employment with Children's Circle Daycare Society.

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

26.1 Basic Medical Insurance

All regular full-time employees, and part-time employees who work and average of at least 21 regular scheduled hours per week, may choose to be covered by the BC Medical Services Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

26.2 Extended Health Care Plan

The Employer shall maintain in good standing the extended health plan for which the Employer shall pay 100% of the monthly premium for all eligible employees and their families. The extended health care plan shall include the following:

- (a) prescription drugs (including oral contraceptives) on the written prescription of a physician, dentist or surgeon to a maximum of \$50,000 per calendar year per person. Prescription drugs are handled on the "card system" which substitutes generic equivalents to prescription medications wherever possible, but a brand name drug will be covered if the generic is unacceptable as prescribed by the physician.
- (b) hearing aids to a maximum of \$500 per person in any five-year period.
- (c) orthopaedic shoes, custom-made foot orthotic or arch support, to a maximum of \$200 per person per calendar year.
- (d) Effective August 1, 2010, vision care to include eye glasses or contact lenses to a maximum of \$150 per person every 24 months for adults and every 12 months for dependent children. Eye exams to a maximum of \$50 per person every 24 months for adults and every 12 months for dependent children.

26.3 Dental Plan

The Employer shall pay the monthly premium for eligible employees under a plan which provides:

- Part A (Basic) - 100% coverage.
- Effective August 1, 2010 - Part B (Major) - 50% coverage.

26.4 Group Life and Accidental Death & Dismemberment (AD&D)

The Employer shall pay the monthly premium for eligible employees under a plan which provides:

- (a) \$25,000 for group life insurance per employee.
- (b) \$25,000 for accidental death and dismemberment insurance per employee.

26.5 Eligibility for Benefits

All regular full-time employees who have completed their probationary period and part-time employees who work an average of at least 21 regular scheduled hours per week and have completed their probationary period will become eligible for all benefits described in this Article. Benefits will commence the first of the month following the month in which the employee becomes eligible.

ARTICLE 27 - GENERAL CONDITIONS

27.1 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees shall not suffer any loss in salary in the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

27.2 Indemnity

Except where there has been gross negligence on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and

- (b) assume all costs, legal fees, and other expenses arising from any such action.
- (c) The Employer shall have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

27.3 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and her rights and obligations under it. For this reason, the Union shall have printed sufficient copies of the Agreement for distribution to employees.
- (b) The cover of the Agreement shall read as follows:

FIRST AGREEMENT
between the
CHILDREN'S CIRCLE DAYCARE SOCIETY
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

27.4 Client Confidentiality

Any information about clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential client information shall be surrendered to the Employer by the employee on termination of employment.

27.5 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a licensed physician or substance defined by the *Narcotic Control Act*, shall have training provided by the Employer at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

27.6 Staff Confidentiality

Any confidential, personal information about staff of the Employer which is directly learned by the Employer in the normal course of business will be treated as strictly confidential and the Employer shall take all reasonable precautions to safeguard it.

27.7 Co-op, Practicum and Work Experience Students

Co-op, practicum and work experience students shall act solely in a supernumerary capacity and will not displace or result in the layoff of bargaining unit employees.

ARTICLE 28 - HARASSMENT

28.1 Harassment and Discrimination

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment and discrimination, including but not limited to sexual harassment and discrimination. The Employer shall take such actions as are necessary respecting an employee engaging in harassment or discrimination.
- (b) Such conduct includes verbal or physical behaviour which, whether intended or unintended, has no reasonable justification in adversely affecting an individual or group as follows:
 - (1) On the basis of characteristics defined by the *BC Human Rights Code*; or

(2) As conduct which a reasonable person would consider unwanted. Such behaviour could include, but is not limited to:

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- physical threats or intimidation;
- unwanted sexual invitations;
- physical assault of a sexual nature;
- distribution or display of sexual or offensive pictures or material;
- unwanted questions or comments of a sexual nature;
- practical jokes of a sexual nature;
- 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.

(c) Harassment may be repeated or persistent or may be a single serious incident.

(d) Harassment may, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Both males and females can be sexually harassed by members of either sex.

(f) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

(g) Incidents of harassment include conduct within the course of employment with the Employer.

28.2 Complaint Procedures

In the case of a complaint of harassment or discrimination, the Employer shall investigate and take appropriate action in accordance with the Employer's policies and procedures and its obligations under the law.

An employee who intends to complain about alleged harassment or discrimination may have recourse to informal and/or formal investigation, pursuant to Employer's policies and procedures as well as the grievance procedure, agencies outside the Employer, and other forms of redress available to complainants of discrimination or harassment.

Complaints of this nature shall be treated in strict confidence by both the Union and the Employer, subject to release of information required on the basis of:

- concerns for an individual's health, safety and security; or
- arbitrations, court proceedings or procedures under the *Freedom of Information and Protection of Privacy Act*.

An employee filing a complaint may request temporary reassignment. The request will not be unreasonably denied.

ARTICLE 29 - CRIMINAL RECORDS CHECKS

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "on-call" basis to cover absences of regular employees or to augment staff during peak periods (including the coverage of regular staff breaks) where regular employees, as per Clause 14.8—Additional Hours for Part-Time Employees, have not requested topped up hours. These periods shall not exceed three months without the agreement of the Union.

Casual employees will be considered in-service applicants, after completion of their probationary period, when applying for vacancies.

30.2 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 the equivalent of 30 days of full-time hours. 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. Casual employees may be required to serve a probationary period however the Employer may choose to waive the probationary period.

30.3 Call-in Procedures

Qualified casual employees shall be called for available work in the order of their seniority.

30.4 Casual Vacation and Paid Holidays

Casual employees and part-time employees with less than an average of 21 regularly-scheduled hours per week, shall receive 10.2% of their straight-time pay in lieu of scheduled vacations, paid holidays and benefits.

30.5 Casual ECE Covering Full-Time Shifts

Employees paid at the ECE Casual rate of pay who are substituting for a regular full-time ECE Licensed employee (and working full-time hours) for greater than five consecutive workdays (a minimum of 40 hours per week) shall be paid the regular ECE Licensed rate of pay for all hours worked while substituting.

30.6 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees, and part-time employees with less than an average of 21 regularly-scheduled hours per week, to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
 - (2) for casual employees, and part-time employees with less than an average of 21 regularly-scheduled hours per week, elected to a public office for a maximum period of five years.

- (b) A casual employee, and part-time employees with less than an average of 21 regularly-scheduled hours per week, eligible to vote in a federal, provincial or municipal election or a referendum shall have three consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Clause 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.

30.7 Application of Agreement

Except as otherwise noted, the provisions of Articles 13, 16, 17, 18, 19 and 26 do not apply to casual employees.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Term of Agreement

This Agreement shall be binding and remain in effect to midnight March 1, 2012.

31.2 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, 2011, but in any event not later than midnight, December 31, 2011.
- (b) Where no notice is given by either party prior to December 31, 2011, both parties shall be deemed to have been given notice under this Article on December 31, 2011.
- (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 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 31.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

31.4 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 Effective Date of Agreement

- (a) The provisions of the Agreement shall come into full force and effect on the date of ratification, April 20, 2009, unless specified otherwise.
- (b) Wage rates, where applicable, shall be implemented in the second pay period after receipt of all funds. Retroactivity shall be paid in the following pay period.

31.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker, President

Fred Baxter, Chair of the Board

Mary Leier, Bargaining Committee Member

Vianne Zirnhelt, Executive Director

Cindy Morrison, Bargaining Committee Member

Michael Crowe, Board of Directors

Frank N. Anderson
Staff Representative – Negotiations

Signed this _____ day of _____, 2009.

**APPENDIX A
SALARY SCHEDULE**

CLASSIFICATION	UPON RATIFYING	AUGUST 1, 2009 (2%)	AUGUST 1 2010 (2%)	AUGUST 1 2011 (2%)
Program Coordinator	\$18.31	\$18.68	\$19.05	\$19.43
Step 2	\$17.78	\$18.14	\$18.50	\$18.87
Step 1	\$17.26	\$17.61	\$17.96	\$18.32
Prior to 6 Months or 1040 Hours	\$17.00	\$17.34	\$17.69	\$18.04
Infant/Toddler Senior Educator	\$17.45	\$17.80	\$18.15	\$18.52
Step 2	\$16.94	\$17.28	\$17.62	\$17.98
Step 1	\$16.44	\$16.77	\$17.10	\$17.45
Prior to 6 Months or 1040 Hours	\$16.20	\$16.52	\$16.85	\$17.19
Infant/Toddler Licensed	\$17.02	\$17.36	\$17.71	\$18.06
Step 2	\$16.52	\$16.85	\$17.19	\$17.53
Step 1	\$16.04	\$16.36	\$16.69	\$17.02
Prior to 6 Months or 1040 Hours	\$15.80	\$16.12	\$16.44	\$16.77
ECE - Senior Educator	\$16.16	\$16.48	\$16.81	\$17.15
Step 2	\$15.69	\$16.00	\$16.32	\$16.65
Step 1	\$15.23	\$15.53	\$15.85	\$16.16
Prior to 6 Months or 1040 Hours	\$15.00	\$15.30	\$15.61	\$15.92
ECE Licensed	\$15.73	\$16.04	\$16.37	\$16.69
Step 2	\$15.27	\$15.58	\$15.89	\$16.20
Step 1	\$14.82	\$15.12	\$15.42	\$15.73
Prior to 6 Months or 1040 Hours	\$14.60	\$14.89	\$15.19	\$15.49
ECE Casual	\$14.00	\$14.28	\$14.57	\$14.86
Step 2	\$13.58	\$13.85	\$14.13	\$14.41
Step 1	\$13.17	\$13.44	\$13.70	\$13.98
Prior to 6 Months or 1040 Hours	\$12.78	\$13.03	\$13.29	\$13.56
Cook	\$12.50	\$12.75	\$13.01	\$13.27
Step 2	\$12.13	\$12.37	\$12.61	\$12.87
Step 1	\$11.76	\$12.00	\$12.24	\$12.48
Prior to 6 Months or 1040 Hours	\$11.41	\$11.64	\$11.87	\$12.11
Assistant Educator	\$13.00	\$13.26	\$13.53	\$13.80
Step 2	\$12.61	\$12.86	\$13.12	\$13.38
Step 1	\$12.23	\$12.48	\$12.73	\$12.98
Prior to 6 Months or 1040 Hours	\$11.86	\$12.10	\$12.34	\$12.59
Casual Degree Educator	\$13.00	\$13.26	\$13.53	\$13.80
Administrator Assistant	\$12.50	\$12.75	\$13.01	\$13.27
Step 2	\$12.13	\$12.37	\$12.61	\$12.87
Step 1	\$11.76	\$12.00	\$12.24	\$12.48
Prior to 6 Months or 1040 Hours	\$11.41	\$11.64	\$11.87	\$12.11
Responsible Adult	\$11.50	\$11.73	\$11.96	\$12.20
Step 2	\$11.16	\$11.38	\$11.61	\$11.84
Step 1	\$10.82	\$11.04	\$11.26	\$11.48
Prior to 6 Months or 1040 Hours	\$10.50	\$10.71	\$10.92	\$11.14

**APPENDIX B
HOURS OF WORK SCHEDULES**

ST. PAUL WORKSITE SCHEDULE				
Shift	Shift Hours	Program	Break	15 Min. Rest
R 1	7:00-3:30	Toddler	11:00-11:30	9:00-9:15
R2	7:30-4:00	Infant	11:30-12:00	9:15-9:30
R3	7:45-4:15	Toddler	11:30-12:00	9:30-9:45
R4	8:00-4:30	Infant	12:00-12:30	9:45-10:00
R5	8:30-5:00	Toddler	12:00-12:30	10:00-10:15
R6	9:00-5:30	Toddler	12:30-1:00	10:15-10:30
R7	9:15-5:45	Infant	12:30-1:00	10:30-10:45
C1	8:00-1:00	Toddler	N/A	10:45-11:00
C2	11-2 (M, T, W)	Infant	N/A	N/A

3rd AVENUE WORKSITE SCHEDULE			
Shift	Shift Hours	Break	15-Min. Rest
R 1	7:00-3:30	10:30-11:30	9:00-9:15
R2	8:15-4:45	11:00-11:30	9:15-9:30
R3	8:00-4:30	11:30-12:00	9:15-9:30
R4	8:45-5:15	12:00-12:30	9:30-9:45
R5	9:15 -5:45	1:00-1:30	9:45-10:00
C1	8:00-12:00	N/A	N/A
C2	1:00-5:00	N/A	N/A

- "R" shift denoted shifts occupied by regular employees and "C" shifts denote shifts occupied by casual or part-time employees.
- The above-noted schedules may be modified to meet operational requirements. However, such modification shall maintain the one-half hour meal break.
- The above-noted shifts shall be implemented within one month of date of ratification of the Collective Agreement and shall remain in effect, subject to the notes below, for a minimum of six months, unless mutually agreed to otherwise. The 3rd Avenue schedule may be delayed in its implementation until there is a full complement of staff (including both casual positions).
- Pursuant to Clause 14.7, the Employer shall provide a minimum of 14 calendar days' notice prior to the implementation of a new shift. In any event, the Employer will not make a change from the above-noted shift patterns without first consulting the Joint Consultation Committee, pursuant to Clause 8.4. Any changes to the above-noted shift pattern must be in concert with the provisions of Article 14.
- The above schedules apply to child care staff only. Non-child care staff shall be on a work schedule within the parameters of Article 14.
- Should additional positions be added beyond those indicated above, the parties, via the Joint Consultation Committee, shall meet to negotiate the work schedule(s) for such position(s) in keeping with parameters of this Agreement.

**MEMORANDUM OF UNDERSTANDING #1
WAGES RATES**

Further to the wage rates and health and welfare benefits established pursuant to Appendix A and Article 26, it is agreed that should the Employer receive additional funds from an outside source (ie., government subsidy or grant), the Employer will consult with the Union and advise if the additional money should result in increases to Appendix A and/or Article 26. Further, it agreed that the Employer will advise the Union in writing at least 30 days after receiving the additional funds, or being advised of receiving the additional funds.

**MEMORANDUM OF UNDERSTANDING #2
GRANDFATHERING BENEFITS FOR EXISTING EMPLOYEES**

The parties agree that at the time of the signing of this Agreement that the following individuals have full benefits but occupy casual positions. It is agreed that these employees shall continue with a full benefits as long as they remain employed with the Employer.

Kerry Headey
Mona McAmmond

**MEMORANDUM OF UNDERSTANDING #3
SPECIAL NEEDS CERTIFICATE**

It is agreed that should the Employer receive additional funding that is specifically earmarked for special needs, the parties will meet to discuss any appropriate allowance and/or wage increase for those employees with a Special Needs Certificate who are or will be required to use such training.