

**COLLECTIVE AGREEMENT**

**BETWEEN**

**T'IT'Q'ET DAYCARE AND PRESCHOOL SOCIETY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION 173**

**T'it'q'et, B.C.**

**September 1, 2015 - August 31, 2019**

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## **ARTICLE 1 PURPOSE**

**1.01** This Agreement is made and entered into by and between T'it'q'et Daycare Preschool Society, hereinafter referred to as "The Employer" and the Canadian Union of Public Employees Local 173, hereinafter referred to as "The Union".

**1.02** It is the purpose of both Parties to this Agreement:

- (a) To develop the best possible care for children in the daycare and preschool;
- (b) To encourage efficiency in operations;
- (c) To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (d) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment; and
- (e) To maintain harmonious relations and settled conditions of employment between the Employer and the Union.
- (f) To assist the Employer, wherever possible to adhere to the terms of the applicable funding agreements in order to provide quality programs and services to its membership.

**1.03** Any matters pertaining to the daycare or preschool, employees, children or parents will be kept in confidence, and staff members are encouraged not to openly discuss issues that pertain to the daycare or preschool.

- (a) A Confidentiality Form is to be signed by all employees, agreeing to maintain confidentiality (see as Appendix A);
- (b) Should an issue arise that is quite sensitive, the employee is required to report it directly to the Manager;
- (c) The Manager may require the employee put the issue in writing so that it can be recorded and filed.

**1.04** It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

## **ARTICLE 2 UNION RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Union, Local 173 as the sole and exclusive collective bargaining agent for all those employees, of the T'it'q'et Daycare and Preschool and hereby agrees to negotiate with the Union, aiming toward a peaceful and amicable settlement of any differences that may arise between the Parties.

### **2.02 Right of Representation**

The Union shall have the right to have assistance of representatives when dealing with any matter arising out of this Agreement. Upon request and at the discretion of the T'it'q'et Daycare Preschool Society, through the manager, such representative(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Agreement.

No representative, employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper authorization of the Local Union Representative.

### **2.03 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be delivered in writing to the Local Union Representative and/or her designate.

### **2.04 Union Orientation**

The Local Union Representative, at the discretion of the T'it'q'et Daycare & Preschool Society, through the Manager, shall be given an opportunity to address each new employee within regular working hours, without loss of pay for a maximum of twenty (20) minutes during the first (1<sup>st</sup>) month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

### **2.05 Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty for this reason shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

**2.06 Volunteers and Practicum Students**

Volunteers and Practicum students shall act solely in a supernumerary capacity and will not displace or result in a laying off of bargaining unit employees. These volunteers and students shall not be considered as employees under this Agreement.

**ARTICLE 3 RESERVATIONS OF MANAGEMENT**

**3.01** The management of the Employer's affairs and operations and the direction of the working forces, including the hiring, discharging and disciplining of employees, is vested exclusively with the Employer, except as may be otherwise specifically provided in this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE 4 HUMAN RIGHTS**

**4.01** The Employer and the Union agree to abide by the provisions of the Canadian Charter of Rights and Freedoms, the British Columbia Human Rights Code and the Labour Codes of Canada (is not applicable on-reserve) with respect to the employment of employees in the bargaining unit.

### **4.02 No Discrimination**

It is agreed that the Employer may preferentially hire T'it'q'et members, but there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reasons of Band membership or Indian status.

### **4.03 Sexual Harassment**

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, workplace relationships or endangers an employee's employment status or potential. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

### **4.04 Personal Harassment**

Personal harassment and/or bullying shall be defined as intentional comments and/or actions calculated to demean, humiliate or intimidate an individual. Cases of personal harassment and/or bullying shall be considered as discrimination and shall be eligible to be processed as grievances.

### **4.05 Bullying and Harassment Definition**

Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the place of employment.

### **4.06 Bullying/Harassment/Discrimination Policy**

The Employer agrees to develop jointly with the Union a policy and procedures for dealing with bullying/harassment/discrimination within six (6) months of signing the Agreement. The policy and procedures for dealing with bullying, harassment and discrimination developed by the Parties does not restrict or void an employee's right to the grievance procedure.

**4.07 Trade Union Activity**

The Employer will not discriminate against any employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.

**ARTICLE 5 UNION SECURITY**

**5.01** All employees at the date of signing this Agreement who are covered by the Certification shall be required to become or remain Union members as a condition of employment, and all new employees who are hired after the date of signing this Agreement shall become Union members upon successful completion of their probationary period.

**5.02 Notification of the Employer**

The Employer shall provide the Local Union Representative with all necessary information relating to the following matters for all employees of the daycare and preschool on a current basis:

- (a) A list of employees, showing their names, addresses and employment status and ranked according to seniority;
- (b) The Employer shall notify the Union, in writing, within ten (10) working days of all job postings, hiring, transfers, promotions or resignations;
- (c) The Employer shall notify the Union, in writing, within two (2) working days when any employee has been demoted, laid-off, discharged, suspended, or given a written warning; and

**5.03 No Contracting Out**

The Employer expressly agrees that it shall not contract out any bargaining unit work where such would result in the layoff of bargaining unit members.

**ARTICLE 6 CHECK-OFF OF UNION DUES**

**6.01** The Employer agrees to the compulsory check off of all Union dues and assessments in accordance with the Union Constitution and By-Laws for all employees covered in this Agreement as provided by the Rand formula. Said dues to be paid and deducted bi-weekly and forwarded to the Union Treasurer within ten (10) business days with a list of those paying dues and the amount each pays.

**6.02 Dues Receipts**

The Employer agrees to record all Union dues paid in the previous year on the employee's income tax (T-4) slip.

**6.03 Notification**

The Union agrees that it will advise the Employer of all present assessments and dues required by the Union, and of any changes which from time to time may arise in connection with such dues and/or assessments.

## **ARTICLE 7 DEFINITIONS**

### **7.01 Definition of Employee**

Employee means any person covered by the scope of this Agreement. For the purpose of this Agreement, the "Union" comprises all such employees.

### **7.02 Classifications of Employees**

#### **(a) Regular Full-Time:**

An employee who works a minimum of a thirty (30) hour, five (5) day workweek, or, if doing shift work, at least thirty (30) averaged hours per week.

#### **(b) Regular Part-Time:**

An employee who is scheduled on a regular basis and works less than thirty (30) hours per week, or, if doing shift work, less than an averaged thirty (30) hours workweek.

All regular part-time employees in the active service of the employer, who works a minimum of thirty (30) hours per week, shall be eligible for the benefits program once they have completed the waiting period.

#### **(c) Casual:**

An employee who substitutes for a Regular Full-Time or a Regular Part-Time employee and has no regularly scheduled hours of work and is hired on a day-to-day basis.

**ARTICLE 8 LABOUR MANAGEMENT NEGOTIATIONS**

**8.01 Bargaining Committee**

A bargaining committee shall be appointed and consist of not more than four (4) members of the Employer and not more than four (4) members of the Union as appointees of the Union. The Union shall advise the Employer of the Union nominees to the committee.

**(a) Representatives for Bargaining**

Both Parties to this Agreement shall have the right to have the assistance of representatives when dealing or negotiating with the other Party.

**(b) Meeting of the Bargaining Committee**

In the event of either Party wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement. Such meeting shall be arranged within ten (10) calendar days after the request has been made.

**(c) Function of Bargaining Committee**

The bargaining committee shall meet to discuss the renewal of the Collective Agreement or any other matters, which may be referred to it under the terms of this Agreement.

**(d) Labour-Management Committee**

A joint committee of up to two (2) people from each party shall meet at least once per school calendar year, or as required, to discuss and resolve any matters of mutual concern.

## **ARTICLE 9 SENIORITY**

**9.01** Seniority is defined as the length of continuous service in the employ of the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

### **9.02 Seniority in Filling Vacancies and New Positions**

In the event of a vacancy occurring in any position covered by this Agreement, or in the event of a new position being created, current employees in order of their seniority shall have the first opportunity to apply for such vacated or created positions. All vacant positions shall be posted on bulletin boards in the workplace for a minimum of one (1) week. The most senior qualified applicant shall be awarded the position.

### **9.03 Seniority List**

The Employer shall maintain a seniority list showing the date upon which the employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. A separate list will be kept for casual employees.

### **9.04 Seniority for New Employees**

Newly hired employees shall be considered on probation for a period of three (3) months, from the date of hiring. During the probationary period, the employee shall have access to the procedure outlined in Article 11 Grievance and Arbitration Process. After completion of the probationary period, seniority shall be effective from the original date of employment.

### **9.05 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall only lose seniority in the event the employee:

- (a) Is discharged for just cause and is not reinstated;
- (b) Resigns in writing and does not withdraw the resignation within five (5) days;
- (c) Does not respond to recall to employment from layoff after five (5) working days notice;
- (d) Is laid off and not recalled for a period longer than twelve (12) consecutive months; and
- (e) Overstays an authorized leave of absence.

**9.06 Seniority During Transfers to Management Positions**

If an employee is transferred to a management position or any other position not covered by this Agreement, he shall retain his seniority in the position from which he was transferred for a period of six (6) months.

## **ARTICLE 10 LAYOFFS AND REHIRING**

### **10.01 Layoffs and Rehiring Procedure**

Both Parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order to their seniority, provided that those employees retained are qualified to do the work.

### **10.02 Notice of Layoff**

The Employer shall notify employees with seniority rights who are to be laid off, two (2) weeks before layoff is to be effective. The provision of this clause shall not apply because of temporary suspension of work due to inclement weather, natural disaster or other unforeseen circumstances.

### **10.03 Continuation of Benefits**

In cases of temporary layoffs, the Employer agrees to maintain the payment of its share of the monthly premium for all benefits for a maximum period of two (2) months in any contract year, providing that the employees contribute their own share during the period of such layoff.

## **ARTICLE 11 DISCIPLINE AND DISCHARGE**

### **11.01 Principle of Innocence**

Both Parties agree that an employee is considered innocent until proven guilty.

### **11.02 Discipline and Discharge Procedure**

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. The Employer may only impose discipline within ten (10) working days of their becoming aware of the offence of the employee. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Local Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge.

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 Grievance Procedure.

### **11.03 Burden of Proof**

In all cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

### **11.04 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 that might be the basis of disciplinary action; and
- (c) Should an Employee dispute such entry in her file, she shall be entitled to recourse through the Grievance Procedure and the eventual resolution shall become part of her personnel record.
- (d) This grievance shall be filed within ten (10) working days of CUPE becoming aware of the incident that is being grieved.

### **11.05 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all lost wages, benefits and any other compensation, which is just and equitable in the opinion of the Parties or in the opinion of the Arbitrator, if the matter is referred to such a Board.

**11.06 Adverse Report**

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning an employee's work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement, or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

**11.07 Personnel Records**

Employees shall have the right at any time to have access to and review their personnel records in the presence of the Manager. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time of filing. Employees shall have the right to make copies of any material contained in their personnel record.

**11.08 Warnings Given in a Co-Operative and Corrective Fashion**

The Employer agrees to consider such warnings as corrective rather than as punitive and will endeavour to assist the warned employee in improving the employee's work record.

**11.09 Limitations on Letters**

Any disciplinary letter or reprimand shall be removed from an employee's file after a twenty-four (24) month period, unless there has been a re-occurrence of the incidents giving rise to such a disciplinary letter or reprimand.

**11.10 Entitlements**

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

## **ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE**

**12.01** A grievance is when an employee and management disagree about:

- (a) What this Collective Agreement means;
- (b) How the terms of this Collective agreement should be applied or administered.

A grievance is also:

- (c) When someone thinks this Collective Agreement has been violated; or
- (d) When management has been unjust, improper or unreasonable with an employee.

In order to provide an orderly procedure for the settling of grievances the Employer acknowledges the right of the Union to appoint, or otherwise select a grievance committee of two (2) members, whose duties shall be to process any grievances in accordance with the grievance procedure.

Should a dispute arise regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, both sides will try to be fair and settle grievances without delay in the following manner:

### **STEP 1**

The person making the Grievance will tell their Local Union Representative, or if the Local Union Representative is away, they can tell anyone else who sits on the grievance committee, about the problem.

### **STEP 2**

The Local Union Representative will decide whether the problem is a grievance. The Local Union Representative will talk to the Employee's supervisor to try to resolve the problem. They have five (5) working days to come to a solution.

### **STEP 3**

If the grievance is not resolved at Step 2, a grievance shall be filed within ten (10) working days of the incident being grieved. The Local Union Representative will write a statement that says what the problem is and how the Union believes it should be resolved, and will give that statement to the Employer Board and a hearing shall be arranged by the Employer Board within ten (10) working days following the receipt of the statement.

The Employer Board has five (5) working days to render a decision.

STEP 4

If the grievance is not settled, the Union may refer the grievance to arbitration. The Union will notify the employer of their intent, in writing, within ten (10) days.

- (a) Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 of this Article may be bypassed.
- (b) Replies to grievances shall be in writing at all stages.
- (c) The Employer shall supply the necessary facilities for the grievance meetings.
- (d) The time limits fixed in the grievance procedure may be extended by the consent of the Parties to this Agreement.
- (e) At any stage of the grievance procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring Parties to have access to any part of the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.
- (f) Copies of all warning letters should be sent to the Local Union Representative.
- (g) The Parties will select the arbitrator jointly. The Union and the Employer will submit the name of one (1) or more Arbitrators. If the Parties are unable to agree on the choice of an arbitrator within thirty (30) days after notice of intent has been received, the Minister of Labour will be requested to name the arbitrator.
- (h) The arbitrator shall have jurisdiction to consider any matter properly submitted to him/her under the terms of this Agreement including whether a matter is arbitrable or not.
- (i) The arbitrator shall establish his/her own procedure consistent with the requirements of natural justice.
- (j) In cases of disciplinary or discharge appeals, the arbitrator shall have the authority to determine whether the disciplinary or discharge action was for just cause, exonerate and reinstate the grievor without loss of pay and benefits.
- (k) Upon request, the Employer shall provide the Union, and the Union in turn shall provide the Employer with copies of all documents relevant to the case.

## **ARTICLE 13 HOURS OF WORK**

### **13.01 Hours of Work**

The regular working hours shall not exceed thirty-five (35) hours per week; including paid rest and meal breaks. The regular workweek shall consist of five (5) such days, Monday to Friday inclusive. A minimum of two (2) weeks' notice will be given to an employee required to change their hours of work.

### **13.02 Rest Periods and Meal Breaks**

All employees shall have two (2) paid fifteen (15) minute rest periods in each work period in excess of six (6) hours. It is understood that a thirty (30) minute paid meal break shall be taken on the premises with the children.

- (a) Employees working a shift of more than four (4) hours, but less than six (6) hours, shall receive two (2) paid rest periods during such a shift.
- (b) Employees working a shift of four (4) hours shall receive one (1) paid rest period during such a shift.

### **13.03 Inclement Weather**

When the Daycare and Preschool are closed due to inclement weather, power failure, forest fires, health hazards, or hazardous road conditions, the Daycare and Preschool Manager shall decide if employees should report to work. An employee who has been advised not to report to work or is sent home as a result of inclement weather, power failure or hazardous road conditions, shall receive a minimum of four (4) hours pay for the first day.

### **13.04 Minimum Four (4) Hour Pay**

An employee reporting for work in any day and sent home before she has completed her shift shall be paid four (4) hours at her regular rate of pay for the shift she was scheduled to work.

### **13.05 Prep Hours**

Up to two (2) days during the week prior to the commencement of the new school term in September shall be granted to each employee for the purpose of preparing the facility for the new term.

**13.06 Staff Meetings**

The Employer, at the discretion of the Manager, agrees to allow monthly staff meetings during working hours. The monthly one (1) hour staff meetings shall be included in the regular thirty-five (35) hours of work per week.

**13.07 Parent/Board Meetings**

Regular Full-Time employees who are required to attend Parent and/or Board meetings, shall accumulate Earned Time Off.

Regular Part-Time employees who are required to attend Parent and/or Board meetings shall be paid regular rates of pay.

## **ARTICLE 14 OVERTIME**

**14.01** All authorized overtime shall be paid as follows:

All time worked over the regular work day shall be paid for at time and one half (1 ½) times the regular rate of pay.

### **14.02 Choice of Time Off or Pay for Overtime**

Employees may accumulate time off in lieu of authorized overtime. Time off shall be at mutually agreeable times between the Employer and the employee. All accumulated time off in lieu of authorized overtime shall, at the applicable overtime rate, be taken as time off or paid out in cash by December 31<sup>st</sup> of each year.

This agreement shall not be contrary to any provision of the Employment Standards Act.

### **14.03 Minimum Call-Back Time**

- (a) Every regular full-time employee who is called out and required to work outside their regular working hours shall be paid a minimum of four (4) hours at overtime rates.
- (b) Every regular part-time employee shall qualify for overtime as in a) if they exceed the hours of a regular full-time employee.

**ARTICLE 15 STATUTORY HOLIDAYS**

**15.01 Paid Holidays**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Aboriginal Day	

(b) Any other day proclaimed as a holiday by the federal or provincial government shall also be recognized as a paid holiday.

(c) Observation day for St'at'imc Day. Employees can get the day off without pay provided they attend the celebration. Written notice of intention to attend shall be provided to the Manager two (2) weeks prior, so that appropriate arrangements can be made for the Daycare and Preschool. It is clear that management has the right to deny this based on operational requirements.

**15.02 Compensation for Holidays falling on a Saturday or Sunday**

When any of the above-noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

**15.03 Holidays Coinciding with a Day of Vacation**

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

## **ARTICLE 16 VACATIONS**

### **16.01 Calendar Year**

For the purpose of this Agreement, the calendar year shall mean the twelve (12) month period from August 1 to July 31, inclusive. All leave shall be calculated and pro-rated based on months worked per year and hours worked per week.

### **16.02 Vacation Entitlement**

- (a) Less than one (1) year - one and two thirds (1-2/3) working days for each month;
- (b) 1 to 3 years – twelve (12.5) working days;
- (c) 4 to six 6 years – fifteen (15) working days;
- (d) 7 to nine 9 years – seventeen (17) working days;
- (e) 10 to 13 years – twenty-five (21) working days;
- (f) 14 to 16 years – twenty- three (23) working days;
- (g) 17 to 19 years – twenty-four (24) working days;
- (h) 20 to 22 years – twenty-six (26) working days;

### **16.03 Part-Time Employees**

All Part-Time Employee leave shall be calculated and pro-rated based on months worked per year and hours worked per week. Part-time Employees shall be entitled to prorated vacation time as follows:

- (a) 1 to 5 years – (12.5) working days;
- (b) 6 to 9 years – fifteen (15) working days;
- (c) 10 to 15 years – seventeen (17) working days;
- (d) 16 to 20 years – eighteen (18) working days;
- (e) 21 to 25 years – twenty-one (21) working days;
- (f) 26 to 30 years – twenty-three (23) working days.

**16.04 Casual Employees**

A casual employee shall be entitled to four (4%) percent vacation pay.

**16.05 Vacation Scheduling**

Employees shall submit their vacation requests to the Manager by September 30 of each calendar year and vacation schedules will be approved by December 1<sup>st</sup> each year. Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling. Changes to vacation schedules shall be submitted to the Manager fourteen (14) days in advance. Where employees have cancelled or rescheduled vacation dates, the Employer will, within fourteen (14) days, notify all employees of the availability of those dates to schedule vacation and will approve requested vacation for those dates on the basis of seniority.

**16.06 Accumulation or Carryover of Vacation**

Up to five (5) days of the vacation entitlement may be deferred until the next year, rather than paid out, with prior written approval from the Manager.

**16.07 Approved Leave of Absence in Vacation**

Where an employee is ill, hospitalized or bereaved during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

**16.08 Termination of Employment**

The Employer shall pay the terminating employee for all vacation days owed to her at the rate of pay, which it was earned.

**16.09 Vacation Credits upon Death**

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

## **ARTICLE 17 SICK LEAVE**

### **17.01 Sick Leave Definition**

- (a) "Sick Leave" means the period of which an employee is absent from work with full pay by virtue of being sick or disabled, having a contagious disease, under the examination or treatment of a physician.
- (b) Any pregnant employee may use Sick Leave where there is a known or suspected case of German measles or other contagious disease or condition, which could be harmful to pregnancy in the place of employment.
- (c) The Employer shall not dismiss, layoff, demote or discipline any employee because an absence of this nature.

### **17.02 Sick Leave Entitlement**

- (a) Regular employees who have completed the probationary period shall accrue sick leave credits at the rate of one point two five (1.25) days per month.
- (b) Part-time employees shall earn sick leave credits on a pro-rated basis in accordance with their hours worked.
- (c) All sick leave credits are cancelled when an employee's employment is terminated.
- (d) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that the Employee was unable to carry out their duties due to illness. The Employer shall reimburse any charges paid by the employee to obtain such confirmation.
- (e) An employee is not responsible for sick leave for any pay period, which starts after the date she is on leave of absence without pay, under suspension, on layoff, on strike or locked out.

### **17.03 Sick Leave Credit**

All employees shall be able to draw on a block of three (3) days sick leave when they commence employment. If all or part of this block of sick leave is used, it will be repaid as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credits, this amount will be deducted from her final paycheque.

**17.04 Benefits When on Sick Leave**

The Employer shall continue to maintain employee benefits while on sick leave related absences, and the employee is responsible for any contributions normally required and must pay within ninety (90) days of returning to work.

**17.05 Sick Leave Records**

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

**17.06 Extension of Sick Leave**

- (a) An Employee who has exhausted her sick leave credits shall be allowed up to six (6) months leave of absence without pay.
- (b) Where a physician's statement of illness indicates a strong prognosis of imminent recovery, the employee shall be granted an extension of the leave for a further one (1) month beyond the leave granted in (a) above, following which the employee shall be deemed terminated for cause.

**17.07 Workers' Compensation Claim**

Where a claim has been recognized by the Workers' Compensation Board, the Employer shall reinstate any sick leave deducted which the employee utilised during the claim period on the condition that the Employee reimburse the Employer for such leave credits.

**17.08 Sick Leave Incentive**

One (1) day off for each third (August – November, December – February, March – June) where no sick leave is taken.

**ARTICLE 18 SPECIAL AND OTHER LEAVES**

**18.01 Compassionate and Bereavement Leave**

An employee shall be granted up to five (5) working days leave of absence with pay in the event of the death of an immediate family member, and up to three (3) consecutive working days leave with pay for the purpose of travel over one hundred (100) km. Immediate family includes: grandparents, grandchildren, father, mother, sibling, spouse (including common law), child, ward of the employee, sister-in-law, brother-in-law, father-in-law, mother-in-law and other relatives permanently residing in the employee's household or with whom the employee permanently resides.

- (a) An employee is allowed up to three (3) regularly scheduled consecutive work days leave without loss of pay related to the death of aunts, uncles, nieces, nephews and up to two (2) regularly scheduled consecutive work days leave with pay for the purpose of travel over one hundred (100) km related to the death.
- (b) Up to one (1) day without loss of pay to attend a funeral other than defined above provided the employee has the prior approval of the Manager.
- (c) Community Funerals – All employees will be given one half (1/2) day to attend the funeral of a community leader.
- (d) If an employee is bereaved while on vacation leave, the employee shall have his/her vacation leave restored.

**18.02 Family Leave/Special Leave**

Permanent employees (full-time) are entitled to three (3) days per year for family or special leave related matters. Permanent part-time employees are entitled to a prorated number of special leave days for members, family illness, or other family/special matters.

**18.03 Court Leave**

The Employer shall grant paid leave of absence to an employee who serves as juror or witnesses in a court action.

An employee in receipt of her regular earnings while serving at court shall remit to the Employer, within thirty (30) days, all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event that an employee is required to attend court for personal reasons, the employee can request this time off without pay.

**18.04 Leave for Taking Courses**

Any course, workshop, including C.P.R. and First Aid, or conference considered necessary by the Employer in order to continue employment in the Daycare or Preschool shall be compensated as follows:

- (a) Time off with pay in order to attend classes during regular working hours;
- (b) Rates as stipulated in this Agreement if class time is out of regular work hours;
- (c) Payment in full of tuition fees, registration fees, laboratory fees, and course required books;
- (d) Reimbursement for travel costs and other legitimate expenses where applicable;
- (e) The above shall be pre-approved by the Manager; and
- (f) Should an employee resign her position within six (6) months of the course date, she shall reimburse the course costs to an amount as specified by the Manager.

**18.05 Voting Leave**

Any employee entitled to vote in a federal, provincial or municipal election is entitled to four (4) consecutive hours during the opening to the closing of the polls.

**18.06 Leave of Absence for Union Functions**

The Employer agrees to grant time off without pay during any working day to officers of the Union in the employ of the Employer for Union business purposes. The Union shall reimburse the Employer the employee's regular wages.

**Grievance Meetings**

The Employer agrees that the time spent in settling grievances during work hours by up to one (1) Union Representative, shall be considered as time worked and paid at regular rates of pay. The Manager shall schedule these meetings at a mutually agreed to time.

**Union Functions**

- (a) Upon request to the Employer, one (1) employee elected or appointed to represent the Union at conventions, shall be allowed leave of absence.
- (b) Upon request to the Employer, employees shall be granted a leave of absence to represent the Union at executive meetings, seminars and conventions of CUPE, its affiliated or chartered bodies and any labour organizations with which CUPE is affiliated.

- (c) During leaves of absence for Union functions, the Employer agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Employer the employee's regular wages.
- (d) Granting of such leaves will be at the discretion of the manager and will not be unreasonably withheld.

**18.07 Leave of Absence for Full-Time Union or Public Duties**

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore upon written request, the Employer shall allow a leave of absence without loss of seniority so that the employee may be a candidate in federal, provincial, municipal or community elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the term of office. Upon completion of the term, these employees will have thirty (30) days to return to their employment.

## **ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES**

### **19.01 Pay Days**

All Employees shall be paid every second (2<sup>nd</sup>) Thursday in accordance with the rates of pay negotiated by the Parties of this Agreement, in accordance with Article 22.01

### **19.02 Assignments and Substitutes**

When an employee agrees to replace the Daycare and Preschool Manager for a period longer than ten (10) days, the employee shall receive an increase of ten (10%) percent in addition to her normal wages. Such assignment shall be offered to qualified employees in order of seniority.

### **19.03 Wage Enhancement Programs**

Should any level of government make available funds specifically for the enhancement of the Daycare/Preschool workers' wages, the Employer agrees to apply these funds so as to enhance and/or increase the wage scale in Article 22.01

### **19.04 Mileage Allowance**

- (a) An employee who uses her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance per kilometer equal to the CRA (Canada Revenue Agency) regulation. (2013 CRA allowance is \$0.54/km)
- (b) If an employee uses public transportation, the Employer shall reimburse the employee the cost of public transportation for all travel.

### **19.05 Meal Allowances**

Employees on the Employer's business away from their worksite or out of their region, and with the approval of the Manager, shall be entitled to reimbursement for meal expenses incurred to a maximum as set out below:

Breakfast	Ten dollars (\$10.00)
Lunch	Fifteen dollars (\$15.00)
Dinner	Twenty-five dollars (\$25.00)

Reimbursement to be made without production of receipts.

**19.06**

Employees who have made application to the Workers' Compensation Board for an insurable claim but whose claim has not been processed shall continue to accrue seniority and receive benefits of this Agreement, subject to the necessary adjustments for a maximum of three (3) months. In order to continue receiving her regular salary, subject to the necessary adjustments, the employee shall assign her compensation cheque to the Employer.

## ARTICLE 20 MATERNITY LEAVE

### 20.01 Maternity Leave

- (a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave
  - (1) beginning
    - (i) no earlier than eleven (11) weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (2) ending
    - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Article 20.01 (a) or (b).
- (d) A request for leave must
  - (1) be given in writing to the employer,
  - (2) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (3) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 20.01 (c).

- (e) A request for a shorter period under Article 20.01 (a) (2) (i) must
  - (1) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - (2) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## **20.02 Parental Leave**

- (a) Upon written request, a regular employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of an employee who takes leave pursuant to Article 20.01) parental leave between them.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of an employee who takes leave pursuant to Article 20.01) parental leave between them.
- (c) Leave taken under this clause shall commence:
  - (1) In the case of an employee who takes leave pursuant to Article 20.01, immediately following the conclusion of that leave unless agreed to by the Employer for reasons such as premature birth or a hospitalized infant;
  - (2) In the case of an Other Parent, following the birth or adoption of the child and concluding within the fifty-two (52) week period after the birth date or adoption of the child. "Other Parent" is defined as either the spouse of the birth mother or a biological or an adoptive parent.
- (d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under this Article.
- (e) An employee shall make every effort to give at least four (4) weeks' notice, or if four (4) weeks' notice is not possible for an adoption placement the employee shall notify the employer immediately upon notification of the date of adoption, prior to the commencement of leave pursuant to Articles 20.01 and 20.02.

- (f) An employee's combined entitlement to leave under Article 20 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Articles 20.01 (c) or 20.02 (d).

## **ARTICLE 21 HEALTH AND SAFETY**

### **21.01 Preamble**

The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible of pollution.

### **21.02 Health and Safety Committee**

The Health and Safety Committee shall be established and it shall consist of one (1) representative from the Union and one (1) representative from the Employer.

### **21.03 Function**

The function of the Health and Safety Committee shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices. Upon the recommendation of this committee, the Employer shall provide and maintain the appropriate monitoring equipment for detecting and recording potential and/or actual health or safety hazards in the workplace.

### **21.04 Right to Refuse Unsafe Work**

- (a) An employee shall not carry out, or cause to be carried out, any work process or operate, or cause to be operated any tool, appliance or equipment when that employee has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- (b) An employee who refuses to carry out a work process, appliances or equipment shall report the circumstances of the unsafe condition to the Manager. The Manager shall investigate the matter and ensure that any unsafe condition is remedied without delay or if, in her opinion, the report is not valid, inform the employee who made the report. If the employee still refuses to carry out the work process, the Manager shall investigate the matter in the presence of the employee and a representative of the Union. If this further investigation does not resolve the matter, then the Employer and the Union shall notify the Human Resources Development-Labour who shall finally resolve the matter.
- (c) An employee shall not be subject to disciplinary action for refusing to work as provided in this Article. The employee shall be given alternative work at no loss in pay until the matter is resolved.

### **21.05** Employees shall not be required to transport children in their own vehicle.

**ARTICLE 22 WAGES AND BENEFITS**

**22.01** Employees will be paid as follows:

<b>Classification</b>	<b>September 1, 2015 Hourly Rate 0%</b>	<b>September 1, 2016 Hourly Rate 1.75%</b>	<b>September 1, 2017 Hourly Rate 1.75%</b>	<b>September 1, 2018 Hourly Rate 1.75%</b>
<b>Category 1</b> Casual Employees, Uncertified Teacher Assistant, Criminal Records Check	11.82	12.03	12.24	12.45
<b>Category 2</b> ECE Assistant (has valid ECE Assistant certificate)	12.16	12.37	12.59	12.81
<b>Category 3</b> Valid Early Childhood Education Certificate, Criminal Records Check, Valid First Aid	17.75	18.06	18.38	18.70
<b>Category 4</b> Valid Early Childhood Certificate, Criminal Records Check, Valid First Aid, and a relevant Specialty	18.92	19.25	19.59	19.93
<b>Category 5</b> Valid Early Childhood Certificate, Criminal Records Check, Valid First Aid, and two or more relevant Specialties	20.10	20.45	20.81	21.17
<b>Custodian</b>	13.08	13.31	13.54	13.78

Category 1 was divided to accommodate and differentiate Teaching and Non-teaching staff. Also, to accommodate new licensing regulations and new categories as listed:

**Early Childhood Educator Assistant**

A person must:

- Successfully complete at least one course of an early childhood education training program in child development, guidance, health and safety, or nutrition through an approved educational institution.
- Have the personality, ability and temperament necessary to work with children.
- Have training, experience, and demonstrate the skills necessary to be an early childhood educator assistant.
- Submit an application to the directory of the ECE Registry and receive a License to Practice Certificate.

**22.02 BENEFITS**

All benefits currently in place will be maintained for the duration of this Agreement.

**22.03 SEVERANCE**

Permanent employees shall be paid severance as prescribed by the Employment Standards Act.

**ARTICLE 23 RATIOS**

**23.01 Adult/Child Ratio**

The Employer and the Union agree that a reasonable and a fiscally responsible ratio of adults to children in the Daycare and Preschool is essential if the children's physical and emotional needs and their potential for development are to be met.

Therefore, the Employer agrees to the standards set by the Interior Health, Community Care Facilities Licensing.

**23.02 Child/Adult Ratio**

The Employer and the Union agree that a reasonable and a fiscally responsible ratio of children to adult in the Daycare and Preschool is required during times of decreased enrolment and a decrease in funding.

**ARTICLE 24 PRESENT CONDITIONS AND BENEFITS**

- 24.01** (a) All rights, benefits, and working conditions which employees now enjoy, receive, or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.
- (b) Wherever the singular or the masculine is used in this Agreement, it shall be considered as if the plural or the feminine has been used where the context of the Party or Parties hereto so requires.

**ARTICLE 25 COPIES OF AGREEMENT**

**25.01** The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employees' rights and obligations under it. For this reason the Employer and the Union shall make available on a cost-shared basis, sufficient copies of the Agreement within thirty (30) days of signing.

**TERM OF AGREEMENT**

This Agreement, unless changed by mutual consent of both Parties, shall be in force and effect from September 1, 2015 to August 31, 2019, and from year to year unless either Party to this Agreement gives notice to commence collective bargaining in accordance with the *Canada Labour Code*. During the period of collective bargaining this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the Parties hereto, by their authorized representatives have affixed their signature hereto on this ~~10th~~ day of August, 2016.

SIGNED ON BEHALF OF  
THE EMPLOYER:


  
\_\_\_\_\_  
Courteney Adolph-Jones, Chairperson

  
\_\_\_\_\_  
Connie Konkin, Manager

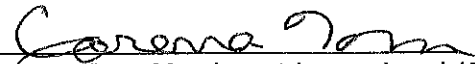
  
\_\_\_\_\_  
Sarah Moberg, Treasurer

SIGNED ON BEHALF OF  
THE UNION:

  
\_\_\_\_\_  
Phyllis Doss, Unit Chair Sub-Local 173

  
\_\_\_\_\_  
Janice Rittinger, President Local 173

  
\_\_\_\_\_  
Rob Jandric, CUPE National Representative

  
\_\_\_\_\_  
Corena Tom, Member at Large, Local 173

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In the final document the next 15 pages will be Appendix A – the employment agreement followed by Appendix B – the Code of Ethics document.

**APPENDIX A**

**T'it'q'et Daycare & Preschool Society**

P.O. Box 1728  
Elliott, BC  
V0K 1V0

**EMPLOYMENT AGREEMENT  
FOR  
T'IT'Q'ET DAYCARE & PRESCHOOL SOCIETY**

**IN CONSIDERATION** of my employment and/or volunteer work by T'it'q'et Daycare & Preschool Society I hereby solemnly promise, covenant and agree as follows:

I will observe the strictest secrecy with regard to all the business and affairs of T'it'q'et Daycare & Preschool and all of its children, parents, and staff which shall be disclosed to me or which may come to my knowledge, and I will not divulge any information concerning to the same and, without restricting the generality of the foregoing, I will not, either during or after the termination of my employment and/or volunteer work with T'it'q'et Daycare & Preschool Society, use or disclose to any person, firm or corporation, or any other Band, Tribal Council or agency,

**RATIFICATION**

Being the Age of Majority under the laws of the jurisdiction referred to below where I reside and am employed by the T'it'q'et Daycare & Preschool Society, I HEREBY RATIFY AND CONFIRM the above Agreement and declare the same to be binding to me.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
T'it'q'et Preschool & Daycare Society Manager

Date \_\_\_\_\_

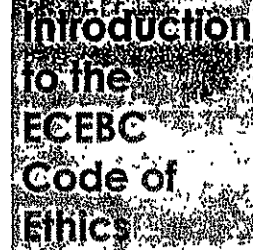
APPENDIX B

# Code of Ethics

Early Childhood Educators  
of British Columbia



Early Childhood Educators of British Columbia (ECEBC) wishes to gratefully acknowledge the Child Care Initiatives Fund (CCIF) for supporting this project. The research and code development were conducted by Frances Ricks, Ph.D., and Sandra Griffin, M.A., from the School of Child and Youth Care at the University of Victoria, Victoria, British Columbia.

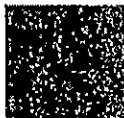


Introduction  
to the  
ECEBC  
Code of  
Ethics

Early childhood educators work with one of society's most vulnerable groups – young children. The quality of the interactions between young children and their caregivers has a significant, enduring impact on the children's lives. The intimacy of the relationship and the potential that exists to do harm call for a commitment on the part of early childhood educators to the highest standards of ethical practice.

While individual children are the focus of the work done by early childhood educators, ethical practice extends beyond the child-educator relationship. Early childhood educators care for and educate young children while recognizing and supporting the nurturing and socializing responsibilities of the children's families. Early childhood educators accept their ethical obligations to the children and families they serve as both represent our society's future.

ECEBC recognizes its responsibility to promote ethical practices and attitudes on the part of early childhood educators. The following principles, explanations and standards of practice have been developed to help early childhood educators monitor their professional practice. They are intended to both guide educators and protect the children and families with whom they work. Professionalism creates additional ethical obligations to colleagues and to the profession.



This code articulates the principles and standards of practice endorsed by ECEBC. Members of ECEBC undertake as a condition of membership in the association to incorporate them into their practice. ECEBC advocates the voluntary acceptance of these principles and standards by all early childhood educators, both members and non-members.

### **Structure and Derivation of the Code**

#### **Structure**

Eight ethical principles are presented. These principles are intended to guide early childhood educators in deciding what conduct is right and correct. Educators may use the principles to help them make decisions when they encounter ethical problems in the course of their work. Each principle is followed by an explanation and a list of standards of practice that represent an application of the principle in an early childhood setting.

#### **Derivation**

These ethical principles were agreed upon by ECEBC after reviewing the literature on the topic of ethics, examining and evaluating the codes of ethics of various professions and consulting a number of experts in the field of professional ethics. These principles reflect the core values of early childhood education practice which are addressed in the codes of ethics of professional organizations in other jurisdictions.

## When Principles Conflict

All eight principles are reflected in the ethical practice of early childhood educators. However, there will be circumstances in which the ethical principles will conflict and educators will face the dilemma of having to choose between conflicting principles. In these difficult situations it is recommended that early childhood educators carefully think through the likely consequences of giving each of the conflicting principles primacy. By evaluating the consequences it may become clear which principle ought to be given more weight.

ECEBC recognizes that the resolution of ethical dilemmas can be difficult. Educators are encouraged, if time permits, to consult with colleagues and obtain different perspectives on the problem. If this consultation does not clarify the best course of action, educators are encouraged to consult the ECEBC Ethics Committee for guidance. Although the final decision will be made by the individual educator facing the ethical dilemma, consultation with others indicates a commitment to ethical practice.



## The Principles of the Code

- Early childhood educators promote the health and well-being of all children.
- Early childhood educators use developmentally appropriate practices when working with all children.
- Early childhood educators demonstrate caring for all children in all aspects of their practice.
- Early childhood educators work in partnership with parents, supporting them in meeting their responsibilities to their children.
- Early childhood educators work in partnership with colleagues and other service providers in the community to support the well-being of families.
- Early childhood educators work in ways that enhance human dignity.
- Early childhood educators pursue, on an ongoing basis, the knowledge, skills and self-awareness needed to be professionally competent.
- Early childhood educators demonstrate integrity in all of their professional relationships.

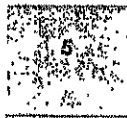


**Explanation:** Early childhood educators are responsible for the children in their care. They create environments for children that are safe, secure and supportive of good health in the broadest sense. They design programs that provide children with opportunities to develop physically, socially, emotionally, morally, spiritually, cognitively and creatively. A healthy environment for children is one in which each child's self-esteem is enhanced, play is encouraged and a warm, loving atmosphere is maintained.

**Early  
childhood  
educators  
promote the  
health and  
well-being  
of all  
children.**

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Promote each child's health and well-being.
- Create and maintain safe and healthy environments for children.
- Foster all facets of children's development.
- Enhance each child's feelings of competence, independence and self-esteem.
- Refrain from in any way degrading, endangering, frightening or harming children.
- Act as an advocate on behalf of all children for public policies, programs and services that enhance their health and well-being.



**Early  
childhood  
educators  
use develop-  
mentally  
appropriate  
practices  
when  
working with  
children.**

*Explanation:* Early childhood educators understand the sequences and patterns of child development and cultural influences on those patterns. They use this knowledge to create environments and plan programs that are responsive to the children in their care. Early childhood educators implement programs and use guidance techniques that take into account the ages of the children and individual variations in their development.

*Implications for Practice:* In adhering to this Principle, an early childhood educator would:

- Consider cross-cultural variations in child development norms when assessing child development.
- Apply the knowledge that the stages of physical, social, emotional, moral and cognitive development within each child may be different.
- Determine where each child is on the various developmental continua and use that knowledge to create programs that allow for individual differences and preferences.
- Use developmentally appropriate methods and materials in working with children.



**Explanation:** Caring is at the core of early childhood education. Caring involves both love and labour and is reflected in the mental, emotional and physical efforts of early childhood educators in their interactions with all children. Being cared for and cared about is consistently communicated to all children.

**Early  
childhood  
educators  
demonstrate  
caring for  
children in all  
aspects of  
their practice.**

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Respond appropriately to each child's expressions of need.
- Provide children with experiences that build trust.
- Express warmth, appropriate affection and consideration for children both verbally and nonverbally.
- Communicate to children a genuine interest in their activities, ideas, opinions and concerns.
- Support children as they experience different emotions and model acceptable ways of expressing emotions.

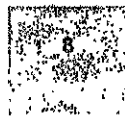


**Early  
childhood  
educators  
work in  
partnership  
with parents,  
supporting  
them in  
meeting their  
responsibilities  
to their  
children.**

**Explanation:** Early childhood educators share joint interest in the children in their care while recognizing that parents have primary responsibility for childrearing and decision making on behalf of their children. Early childhood educators complement and support parents as they carry out these responsibilities. Through positive, respectful relationships with parents, early childhood educators are able to advance the well-being of children.

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Promote considerate relationships with the parents of the children in care.
- Respect the rights of parents to transmit their values, beliefs and cultural heritage to their children.
- Provide parents with knowledge, skills and support that will enhance their ability to nurture their children.
- Encourage and provide opportunities for parents to participate actively in all aspects of planning and decision making affecting their children.

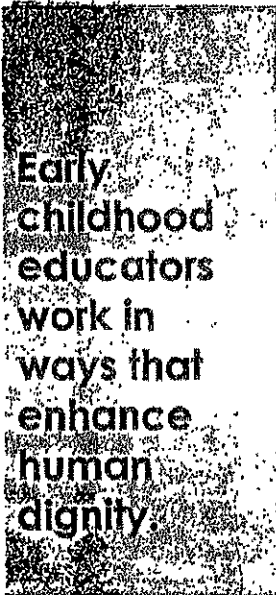


**Explanation:** Early childhood educators recognize that nurturing family environments benefit children. Early childhood educators work with other helping professionals to provide a network of support for families.

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Support and encourage families by developing programs which meet the needs of those families being served.
- Assist families in obtaining needed specialized services provided by other professionals.
- Advocate public policies and community services that are supportive of families.

**Early childhood educators work in partnership with colleagues and other service providers in the community to support the well-being of families.**



**Explanation:** Early childhood educators welcome and cherish children unconditionally. They respect the dignity of children, parents, colleagues and others with whom they interact. They demonstrate respect for diversity by valuing individuality and appreciating diverse characteristics including ideas and perspectives.

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Communicate respect by practicing and promoting anti-bias interactions.
- Support and promote the dignity of self and others by engaging in mutually enhancing relationships.
- Plan programs that communicate respect for diversity regarding ability, culture, gender, socio-economic status, sexual orientation and family composition.
- Provide opportunities for all children to participate in childhood activities.



10

**Explanation:** Early childhood professional practice is based on an expanding body of scholarly literature and research. Continuing education is essential. In-service skills training and self-awareness work prepare early childhood educators to fulfill their responsibilities more effectively.

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Recognize the need for continuous learning.
- Pursue professional development opportunities.
- Incorporate into practice current information from the early childhood education professional literature.
- Assess personal and professional strengths and limitations and undertake self-improvement.
- Articulate a personal philosophy of practice and justify practices on the basis of theoretical perspectives.

**Early childhood educators pursue, on an ongoing basis, the knowledge, skills and self-awareness needed to be professionally competent.**



**Early  
childhood  
educators  
demonstrate  
integrity in all  
of their  
professional  
relationships.**

**Explanation:** Early childhood educators are truthful and trustworthy. Early childhood educators communicate honestly and openly and endeavour to be accurate and objective. Early childhood educators treat as confidential information about the children, families and colleagues with whom they work. Information may be shared with colleagues and other helping professionals as required for the care and support of children, or as required by law. Early childhood educators acknowledge real or potential conflicts of interest and act in

accordance with principles of the code.

**Implications for Practice:** In adhering to this Principle, an early childhood educator would:

- Communicate with children, parents, colleagues and other professionals in an honest, straightforward manner.
- Conscientiously carry out professional responsibilities and duties.
- Identify personal values and beliefs and strive to be objective.
- Treat as confidential information concerning children, families and colleagues unless failure to disclose would put children at risk.
- Recognize the potential for real or perceived conflict of interest and act in accordance with the principles of the code where dual relationships with colleagues or families exist and/or develop.

