

COLLECTIVE AGREEMENT

between

THE PACES DAYCARE SOCIETY

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2052-01

JANUARY 1, 2025 – DECEMBER 31, 2026

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COLLECTIVE AGREEMENT

BETWEEN
THE PACES DAYCARE SOCIETY
(Hereinafter called the "Society")
and
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2052-01
(Hereinafter called the "Union")

The Parties to this agreement are grateful to live, work, and be in relation with the Tsimshian people and recognize the many traditional and unceded territories, covering all regions of British Columbia. We are honored to live on this land and are committed to reconciliation, decolonization, and building relationships in our communities.

The parties hereby agree as follows:

ARTICLE 1 PREAMBLE

1.01 Purpose

It is the purpose of both parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Society and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To develop the best possible care for children and their families.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Bargaining and Working Conditions

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

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management and Direction

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Society, subject to the terms of this Agreement.

2.02 Hiring and Discipline

The Society shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.

2.03 Supervisory Staff

The selection and promotion of supervisory staff shall be entirely a matter for the Society's decision, but in making such selection or promotion, seniority and qualifications shall be given consideration.

2.04 Society Rights

The Society shall exercise its rights in a fair and reasonable manner.

2.05 Society Shall Not Discriminate

The Society agrees that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of any rights or privileges under this Collective Agreement; including hiring, wage rates, training, upgrading, promotion transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political affiliation, religious affiliation or activity, sex or marital status, sexual orientation, gender identity, gender expression, family status, place of residence, disability, nor by reason of their membership or activity in the Union, or any other reason covered by provincial or federal statute.

Accordingly, any ambiguity in any part of this Agreement shall be interpreted within the spirit of this objective and so as to accomplish this end.

ARTICLE 3 RECOGNITION AND NEGOTIATION

3.01 Bargaining Agent

The Society recognizes the Canadian Union of Public Employees and its Local 2052 (sub-local 01) as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board.

3.02 No Other Agreements

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Society or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Work of the Bargaining Unit

Persons not in the bargaining unit shall not work on jobs normally performed by members of the bargaining unit unless agreed by the parties in writing or in cases of emergency.

3.04 Exclusions

There shall be one (1) and no more than three (3) persons excluded from the terms and conditions of this Collective Agreement. That person(s) shall be in the position of Daycare Manager and/or Administrative Assistant.

3.05 Representative of Canadian Union

The Union shall have the right to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Society. Such representative(s) may request access to the Society's premises in order to investigate and assist in the settlement of a grievance.

3.06 Representation

The Union shall supply the Society with the names of its Officers. Likewise, the Society shall supply the Union with a list of its Daycare Manager, Society Directors and their responsibilities.

ARTICLE 4 UNION MEMBERSHIP REQUIREMENTS

4.01 Union Membership

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment maintain membership in good standing with the Union.

New employees commencing employment with the Society shall become members of the Union within fifteen (15) days.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

As a condition of employment, every employee shall sign a check-off form authorizing the Society to deduct from their earnings and pay to the Union any dues, initiation fees or assessments legally levied by the Union. Dues deductions shall commence upon the date of hire of a new employee. All other employees will authorize deductions and deductions will commence no later than thirty (30) calendar days from the signing date of the Collective Agreement. The Society shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than the fifteenth (15th) of the month following in which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

5.02 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Society shall type on the amount of Union dues paid by each Union member in the previous year.

5.03 Notification

The Union shall be notified of all appointments, new hires, layoffs, re-hires and terminations of employment with the month-end check-off statement. Notification of new hires shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

ARTICLE 6 NEW EMPLOYEES

6.01 Advising of New Employees

During working hours and without loss of pay, the Society agrees to advise new employees that a Union Agreement is in effect and will introduce the new employee to their Union Steward, who will provide them with a copy of the Collective Agreement and acquaint the employee with the benefits and duties of Union membership. Every employee shall be notified of the name of the Daycare Manager.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence Between the Parties

All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the President of the Society and the Shop Steward of the Local, with a copy to the President of the Local, within five (5) business days.

ARTICLE 8 JOINT LABOUR MANAGEMENT MEETINGS

8.01 Joint Labour Management Committee

The Society and the Union will meet at least ten (10) times a year, to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Society to any decision.

ARTICLE 9 LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed of not more than two (2) members of the Union. The Union shall advise the Society of the Union nominees to the Committee.

9.02 Function of the Bargaining Committee

The Union Bargaining Committee shall be responsible for negotiating with the Society and/or its agents to establish wages, hours of work and other working conditions.

9.03 Policy Committee

TYPE:

Standing

MANDATE:

To assist in the development, management and review of Society Policies. The Policy Committee shall have jurisdiction to consider and make recommendations to the Society on matters assigned to them or on other matters within their terms of reference.

RESPONSIBILITY:

1. Consider questions of overall PACES Daycare Society policy.
2. Establish an annual work plan of policies to be written or revised.
3. Ensure existing PACES policies are updated regularly.
4. Make recommendations to the Society to create, amend, and rescind policies.
5. Provide feedback on regulation development and administrative procedures.
6. Consider other matters as may be referred by the Society.
7. Adhere to regular meeting etiquette.
8. Record meeting minutes and action items for approval by the committee and ensure that approved meeting minutes are filed securely.

MEMBERSHIP:

The Policy Committee shall consist of membership as follows:

- Two (2) PACES Daycare Society Representatives
- Manager(s) of PACES Daycare
- CUPE Representatives (one (1) representative from each location plus one (1) executive member).
- Two (2) Parent Representatives

TERMS OF REFERENCE:

The Committee's Chair Representative

Chairperson: PACES Society Chair

Alternate Chairperson: will be appointed annually each June by the Society Chairperson.

MEETINGS:

Meetings will take place twice a year. An annual schedule of meeting dates/times will be published each September. Minutes of meetings will be taken, and a summary of topics discussed will be provided to the Society at its next regularly scheduled meeting.

TIME FRAME:

On-going

ACCOUNTABILITY:

The Committee shall report its findings or recommendations directly to the PACES Daycare Society as and where required.

9.04 Time Off for Meetings

Up to two (2) representatives of the Union on the Bargaining Committee, who are in the employ of the Society, shall have the right to attend meetings held by mutual agreement within working hours without loss of remuneration.

ARTICLE 10 EMPLOYEE DEFINITIONS

10.01 Probationary Employee

Probationary employee shall be defined as a person who is serving a probationary period of sixty-five (65) working days, for a regular appointment with the Society.

10.02 Casual Employee

Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date.

Casual employees shall only be entitled to the provisions of this agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial statutes.

10.03 Temporary Employee

Temporary employee shall be defined as a person who is hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy. In all cases, duration of employment shall not exceed sixty (60) working days, unless the period is extended by mutual agreement with the Union. Such extension shall not be unreasonably withheld. If the duration of employment extends beyond sixty (60) working days the position shall be posted.

Upon completion of the required probationary period, long term temporary employees, working more than sixty (60) days, shall receive **twelve percent (12%)** in lieu benefit provisions.

Temporary employees shall only be entitled to the provisions of this agreement relating to wage rates, sick leave, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial statutes.

10.04 Regular Employee

Regular employee shall be defined as a person who has satisfactorily completed sixty-five (65) working days service with the Society and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal twelve (12) month positions. Regular part-time employees, working fifteen (15) hours or more a week, shall receive benefit entitlement equal to full-time employees except as otherwise specified.

ARTICLE 11 GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure.

11.02 Names of Stewards and Grievance Committee

The Union shall notify the Society in writing of the name of each Steward and the name of the Lead Steward. The Union will notify the Society of the members on the Grievance Committee.

11.03 Permission to Leave Work

Union representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from the Manager to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.04 Grievances and Replies in writing

Grievances and replies to grievances shall be in writing at all stages.

11.05 Definition of Grievance

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or difference as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work in the following manner:

Step 1

The aggrieved employee, with their steward, shall meet with the employee's immediate Supervisor to try and resolve the alleged incident within ten (10) working days of the incident which gave rise to the grievance or within ten (10) working days from the time the employee or the Union became aware of the grievance.

Step 2

Failing satisfactory settlement within two (2) working days after the Step 1 meeting with the immediate Supervisor, the Union will submit the grievance, in writing to the Daycare Manager within ten (10) working days. A meeting with the grievor, a Union representative and the Daycare Manager will be held to try and resolve the grievance. The Daycare Manager will render their decision in writing within five (5) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement at Step 2, the Union will submit the grievance, in writing, within five (5) working days to the PACES Society Chair, who shall meet with the Union to try and resolve the grievance. The PACES Society Chair will render their decision in writing within five (5) working days, after the grievance meeting.

Step 4

Failing satisfactory settlement at Step 3, the Union may submit the grievance to Arbitration. The Union shall notify the PACES Society of its decision within fifteen (15) working days.

The Arbitrator 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 which it deems just and equitable.

11.06 Group Grievance

Where a grievance involves a question of general application or interpretation, or where a grievance involves a group of employees, the grievance shall be presented to the PACES Manager by the Union at Step 2.

Where the PACES Society has a grievance, it shall be presented to the Union at Step 2.

11.07 Time Limits

a) If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If a grievance has not advanced to the next stage under Step 2 or 3 within ten (10) calendar days after completion of the preceding stage, the parties may agree to extend the timelines.

Amending of Time Limits

b) The time limit fixed in both the grievance and final resolution procedures may be extended by mutual consent of the parties to this Agreement.

11.08 Unsafe Working Conditions

Employees have the right to refuse unsafe work. The Employer will not, by agreement, threat, promise, inducement, persuasion, or any other means, seek to discourage, impede or dissuade a worker from reporting an unsafe or violent incident to the Society. Any such claim will be immediately investigated by the Society. No employee will be subject to reprimand or discipline for reporting unsafe working conditions.

ARTICLE 12 FINAL RESOLUTION PROCEDURE

12.01 Arbitration

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference.

Each party shall share equally in the costs of the arbitrator.

12.02 Witnesses

At any stage of the grievance or final resolution procedures, 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 or arbitrator(s) to have access to any part of the Society's premises to view the working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Right to Have Union Representative Present

Where the Daycare Manager intends to interview an employee for disciplinary purposes, the Daycare Manager shall notify the employee and a Union representative shall be present at the interview.

13.02 Warnings

Whenever the Society or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Society shall, within five (5) days, send copies to the Shop Steward, and the President of the Union.

13.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Society.

13.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement may refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action, other than loss of pay for time not worked.

13.05 Personnel File

An employee, upon providing reasonable notice to the Manager of the daycare or their designate, shall be granted access to their personnel file. Employees shall be permitted to insert written, signed and dated comments regarding information contained in their files. Due to the confidential nature of these files, access for persons other than the employee will be as authorized by the Manager of the Daycare or their designate.

The Society agrees that only material relevant to the employment of the employee shall be maintained in personnel files. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely. In the event that the Society does not agree to removal of specified material, the employee may file a grievance pursuant to Article 11 of this Agreement.

Clearing of Records

Provided there have been no further offenses, any reference to discipline shall be removed from an employees file after twenty-four (24) months.

ARTICLE 14 SENIORITY

14.01 Principle

Seniority is the length of service that a regular employee has with the Society. The application of seniority shall be on a bargaining-unit-wide basis.

An employee, upon successful completion of the probation period, shall have their seniority back-dated to their date of hire.

14.02 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of sixty-five (65) working days from the date of hire, during which time they shall be considered temporary with no seniority rights.

14.03 Seniority List

The Society shall maintain a seniority list showing the date upon which each employee's service commenced (date of hire). An up-to-date seniority list shall be sent to the Union Secretary Treasurer on November 1st of each year.

14.04 No Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff except as approved in Article 14.05, or leave of absence approved by the Society.

14.05 Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of three (3) working days without sufficient cause or without notifying the Daycare Manager, unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Society informed of their current address.
- (e) They are laid off for a period longer than twelve (12) months.

14.06 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority up to the date of leaving the Unit, but will not accumulate any further seniority.

ARTICLE 15 PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days at the Daycare site, and a copy shall be e-mailed to the Shop Steward, with a copy to the President of the Union.

In addition to the above, a copy of such posting will be e-mailed to employees on layoff. It is the responsibility of the employee on layoff to ensure that the Society has their current email and home address.

Postings during July and August shall be e-mailed to each employee. It is the employee's responsibility to ensure that the Society has their current email and home address.

Such postings and notice shall contain the following information: nature and location of the position, required qualifications, hours of work and wage rate or salary range, and closing date for accepting applications.

Applications must be made in writing. The Union and the internal applicants shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following their appointment.

15.02 Temporary Vacancies

This Article shall not apply to temporary replacements necessitated by illness, injury, leave of absence, vacation or temporary filling of vacancies where the anticipated duration of the leave will not be greater than sixty (60) working days. An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

15.03 Trial Period

If the successful applicant is a regular employee, they shall be placed on trial for a period of up to thirty (30) working days. This time frame may be extended by mutual agreement of the parties. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position or does not wish to continue in the position, they shall be returned to their former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former positions.

15.04 Method of Making Appointments

The Society agrees that seniority shall govern in all cases of promotions, transfers and demotions. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

The Society shall determine qualifications and ability in a fair and equitable manner.

15.05 No Qualified Applicants

In the event there are no qualified applicants, the society may hire an unqualified individual providing that person attains their qualifications within a reasonable period of time.

It is understood by the parties that the position will be reviewed every three (3) months, should the successful applicant not be enrolled in a course of instruction relevant to their position the society has the right to re-post the position.

Unqualified applicants will be responsible for all costs of courses associated with their position.

ARTICLE 16 LAYOFFS AND RECALLS

16.01 Layoff Defined

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. An employee who has had their hours reduced shall have the same rights as a laid off employee.

16.02 Role of Seniority in Layoffs and Bumping

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided that the remaining staff possess the qualifications required in their respective positions. When an employee's hours of work have been reduced, the employee has the option of retaining the position with the reduced hours.

Except as provided elsewhere in this Agreement, a regular employee whose hours of work have been reduced or who has been laid off may bump a less senior employee if they are qualified to perform the work of the less senior employee. The employee shall notify the Daycare Manager, within three (3) working days of being notified in writing that they are being laid off or their hours of work are being reduced, of their intent to bump.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

16.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

16.05 Notice of Layoff

The Society agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks' notice where the employee has completed a period of employment of at least five (5) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional weeks' notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not available.

ARTICLE 17 HOURS OF WORK

17.01 Regular Daily Hours

The regular work day shall consist of a scheduled period of eight (8) hours of work between the hours of 7:30 a.m. and 5:30 p.m., including a one-half (½) hour unpaid break for a meal. An employee required to remain on site during the meal break shall be paid for the time of the meal break.

17.02 Regular Work Week

The regular work week shall consist of five (5) days, Monday to Friday inclusive. The regular work week may be varied by mutual agreement between the Society and the Union.

17.03 Planning Time

- (a) All employees shall be entitled to one (1) hour of planning time per week to meet with other employees in their program at a mutually agreeable time, in order to share information about all of the children in their care. The hour of planning may be taken within scheduled work time. Overtime rates shall not apply to this hour unless an employee has worked a minimum of eight (8) hours that day.
- (b) Staff may choose to work one (1) hour of preparation time for every two (2) weeks of work, to be scheduled at a mutually agreeable time. This preparation time is in addition to planning time and may be taken within scheduled work time. Preparation time need not be scheduled to coincide with other employees' preparation time but consideration will be given when scheduling if employee(s) requests this.
- (c) Should an employee choose, any overtime hours, including planning time, may be banked for a maximum of three (3) months, at which time the employee must use the bank time or be paid out, on the following pay period.

17.04 Inclement Weather

The Daycare Manager shall decide if the employees should report to work during inclement weather, power failure or hazardous road conditions. An employee who has been advised not to report to work or who is sent home as a result of hazardous road conditions, inclement weather or power failure, shall not suffer loss of earnings for the day(s) which work was not possible.

17.05 Paid Rest Periods

All employees shall be permitted a paid fifteen (15) minute rest period, both in the first half and in the second half of a six and a half (6.5) hour shift, to be taken on the premises at a designated time. An employee who does not have a rest period free from duties shall be paid in lieu thereof.

Rest periods will apply as follows:

Four (4) hour shift – one (1) paid fifteen (15) minute rest period.

Five (5) hour shift – one (1) paid fifteen (15) minute rest period and a thirty (30) minute unpaid meal break.

Six and a half (6.5) hour shift – two paid fifteen (15) minute rest periods and a thirty (30) minute unpaid meal break.

17.06 Minimum Four-Hour Pay

An employee reporting for work in any day and being sent home before they have completed four (4) hours work, shall be paid for four (4) hours at their regular rate of pay.

17.07 Assignment of Extra Work

Part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees. Such extra work will be first offered to part-time employees in order of seniority.

17.08 Practicum Students

The Society may permit practicum students at the Daycare. The use of practicum students shall not cause a reduction in the regular hours of work for any employee, nor cause or extend a layoff.

17.09 Prep Hours

Prior to the opening of the facilities, up to two (2) hours after the commencement of the winter and summer breaks shall be granted to each employee for the purpose of preparing the facility.

ARTICLE 18 OVERTIME

18.01 Overtime Entitlement

All authorized overtime work shall be paid as follows:

- (a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first two (2) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (b) Overtime work on Saturday or the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first two (2) hours worked and two (2) times the regular rate thereafter.
- (c) Overtime work on Sunday or the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.
- (d) Overtime is on a voluntary basis. However, when operational needs dictate, if all qualified regular employees refuse the overtime assignment then the most junior regular qualified employee must work the overtime.

18.02 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

18.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime or callout, an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time.

18.04 Compensation for Work on Paid Holidays

If an employee is required to work on a statutory or public holiday, they shall be paid at double their regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

18.05 Call Out Pay Guarantee

An employee who is called out to work outside their regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 19 STATUTORY HOLIDAYS

19.01 Statutory Holidays

(a) An eligible employee shall be entitled to a holiday with pay at their regular rate for each of the following statutory holidays:

- | | |
|------------------------------|------------------|
| New Year's Day | BC Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Truth and Reconciliation Day | |

And all other days proclaimed by the Federal, Provincial or Municipal government as a holiday.

(b) A regular employee shall be eligible for each of the statutory holidays falling within their period of employment.

(c) A casual or probationary employee shall be eligible for a statutory holiday provided they have completed fifteen (15) days of work within the thirty (30) calendar days immediately preceding the holiday.

(d) An employee who works less than full days or full weeks shall have their statutory holiday prorated on the basis of hours of work per week relative to a full time employee.

19.02 When a Holiday Falls on a Non-Working Day

If a statutory or public holiday should fall on a non-working day, and the schools were also closed in lieu of that public holiday, then the day taken by the schools as the holiday shall be considered the public holiday.

ARTICLE 20 VACATIONS

20.01 Length of Vacations

A regular employee shall receive an annual vacation with pay in accordance with their years of employment as follows. An employee shall receive the greater of the working days with pay at the employee's current rate of pay or the percentage of annual earnings as indicated.

Less than one year of employment	4% of annual earnings
In the 2 nd year of employment and each year thereafter	6% of annual earnings
In the 5 th year of employment and each year thereafter	8% of annual earnings
In the 7th year of employment and each year thereafter	10% of annual earnings
In the 10 th year of employment and each year thereafter	12% of annual earnings
In the 15 th year of employment and each year thereafter	14% of annual earnings

Annual earnings shall include all compensation which was received by an employee by way of pay.

A casual employee shall only be entitled to **four percent (4%)** vacation pay. Vacations shall be taken in the year in which they are earned. Annual earnings shall include the previous year's vacation pay.

Vacation pay shall be accrued and must be taken within the current calendar year.

Temporary employees shall only be entitled to the provisions of this agreement relating to wage rates, sick leave, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial statutes. Temporary employees shall receive six (6%) in lieu of vacation pay.

20.02 Call Back from Vacation

An employee who is called back to work during their vacation period shall be paid at double time rates for all hours worked.

20.03 Vacation Pay on Overtime Pay

Vacation pay on paid overtime shall be made on the pay cheques for the pay period in which it was earned.

ARTICLE 21 SICK LEAVE

21.01 Sick Leave Defined

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

21.02 Accumulation of Sick Leave

Sick leave shall be granted to a regular full time, regular part time, or temporary employee on the basis of one (1) hour for every fifteen (15) hours worked. The unused portion of an employee's sick leave shall accrue for their future benefit to a maximum of four hundred and eighty (480) hours. A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of statutory holidays) absent for sick leave.

21.03 Sick Leave During Leave of Absence or Layoff

When an employee is given leave of absence for any reason or is laid off on account of lack of work, they shall not accumulate sick leave credits for the period of such absence but shall retain their cumulative credit.

21.04 Extension of Sick Leave

- (a) An employee who has exhausted their sick leave credits or does not qualify for sick leave with pay shall be allowed up to three (3) years 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 extension of the leave for a further six (6) months beyond the leave granted in (a) above.

21.05 Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner. The Society shall pay for any requested medical certificates upon presentation of a receipt.

21.06 Sick Leave Records

A record of all unused sick leave shall be recorded on employee pay statements.

21.07 Illness in the Family

When it becomes necessary for an employee to provide for the needs of an immediate family member during illness, an employee shall be entitled, after notifying the Daycare Manager, to use accumulated sick leave.

21.08 Serious Household or Domestic Emergency

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. The Employer will also recognize that the employee may require a leave of absence and will treat requests submitted under the terms of this article as confidential.

Employees shall be entitled to use accumulated sick leave, or leave without pay, in the event of a serious household or domestic emergency.

21.09 Payment of Unused Sick Leave

An employee entitled to sick leave under this Article shall receive, upon termination of employment, the following percentage of their unused accumulated sick leave, up to a maximum of 480 hours, and after a minimum of five (5) years continuous service:

- 50% of unused sick leave after five (5) years of service;
- 75% of unused sick leave after ten (10) years of service;

Payment of unused sick leave as entitled shall be made to the estate in case of death of an employee.

21.10 Medical Leave

Employees will attempt to schedule medical appointments outside of working hours. When this is not possible, they shall suffer no loss of pay for attending medical appointments. The time shall be compensated from the employees' accumulated sick bank.

Employees shall continue to accumulate seniority when they are off work on an approved medical leave.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Union Business

The Society agrees to grant time off without pay during any working day to officers of the Union in the employ of the Society for Union business purposes. The Union, or its affiliate, shall reimburse the Society the employee's regular wages and eleven percent (11%) for benefits for such leave. The Union shall advise the Society of the appropriate billing address.

22.02 Grievance Pay Provisions

The Society agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12, by up to two (2) Union representatives, shall be considered as time worked and paid at regular rates of pay.

22.03 Negotiation Pay Provisions

Up to two (2) bargaining representatives in the employ of the Society shall have the right of attending collective bargaining meetings with the Society without loss of remuneration. The Union agrees to notify the Society of the names of such employees.

22.04 Leave of Absence for Union Functions

- (a) Upon request to the Society, two (2) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence. Granting of such leaves shall be contingent on operational requirements and shall not be unreasonably withheld.
- (b) Upon request to the Society, employees shall be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.
- (c) During leave of absence for Union functions, the Society agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Society the employee's regular wages and eleven percent (11%) for benefits of such leave.

22.05 Leave for Full-Time Union Officials

An employee who is elected or appointed to a full time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested.

Upon return to work, the employee shall be returned to their former job. This leave may be renewed up to a maximum of five (5) years, however, if the leave runs consecutively for more than one (1) year, upon return to work, the Society may place the employee in any position for which the employee is qualified, provided that a full time employee shall have the right to return to a full time position.

22.06 Bereavement Leave

An employee shall be granted leave for up to **eight (8)** regularly scheduled work days, without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, fiancé, former guardian, brother, sister, child; and up to **five (5)** regularly scheduled work days leave, without loss of salary or wages, in the case of death of a grandparent, grandchild, parent-in-law, brother/sister-in-law, son/daughter-in-law, aunt, uncle, niece, nephew, or ward. Reasonable leave of absence may be granted without pay for travel and estate affairs. Any other request for bereavement leave shall be considered under Article 22.09 (General Leave).

22.07 Maternity Leave

- (a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins
 - (i) no earlier than thirteen (13) weeks before the expected birth date, and
 - (ii) no later than the actual birth dateand ends no later than seventeen (17) weeks after the leave begins.
- (b) An employee who requests leave under this Article after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
- (c) An employee who requests leave under this Article after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- (d) An employee who requests leave under this subsection 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, the employee is unable to return to work when the employee leave ends under subsection (a), (b) or (c).
- (e) A request for leave must
 - (i) be given in writing to the Employer,
 - (ii) 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
 - (iii) if required by the Employer, be accompanied by a medical practitioner's or nurse 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 subsection (d).
- (f) If an employee on leave under this Article proposes to return to work earlier than six (6) weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.
- (g) Seniority shall continue to accumulate during this leave and upon reinstatement, all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Society shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave.

22.08 Parental Leave

- (a) An employee who requests leave under paragraph (i), (ii), or (iv) of this Article is entitled to,
 - (i) For a parent who takes leave under Section 50 of the Labour Code in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the Employer and employee agree otherwise, immediately after the end of the leave taken under section fifty (50),
 - (ii) For a parent, other than an adopting parent, who does not take leave under Section 50 of the Labour Code in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children, and
 - (iii) [Repeal] See Canada Labour Code
 - (iv) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this Article is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under "Maternity Leave provisions".
- (c) A request for leave must
 - (i) Be given in writing to the Employer,
 - (ii) If the request is for leave under Maternity Leave (i) or (ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - (iii) If required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- (d) An employee's combined entitlement to leave under Section 50 of the Labour Code and this Article is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under the provisions of the Collective Agreement.

22.09 General Leave

The Society may, upon written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. Seniority shall accrue for up to ninety (90) calendar days after which seniority will be retained.

22.10 Leave for Public Duties

- (a) The Society recognizes the right of employees to participate in public affairs. Upon request to the President of the Society, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial, municipal or Band Council elections. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.
- (b) The Society shall grant leave of absence, for a maximum of five (5) paid working days, to an employee who serves as a juror or as a subpoenaed court witness other than on the employee's own behalf. The Society shall pay such an employee the difference between the employee's normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.11 Medical Care Leave

When medical services and/or medical facilities are not available in the community of residence or work, an employee or their dependents may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation the employee shall be allowed paid leave of absence in order to attend or to accompany dependents if medically required. On request, employees shall show proof of the need for medical care leave. Such leave shall be deducted from the employee's accumulated sick leave.

22.12 Special Leave

- (a) Employee's marriage - **five (5)** days paid leave
- (b) Birth or adoption of employee's child – **four (4)** days paid leave

22.13 Leave for Personal Reasons

For personal reasons, an employee shall be granted up to **ten (10)** days unpaid leave of absence in each year, providing that the employee gives at least five (5) days' notice in writing, except in urgent or emergency situations, and providing that, where necessary, a qualified replacement acceptable to the Society is available. Once approved, this leave may not be revoked without the employee's consent.

ARTICLE 23 PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Society shall pay wages biweekly, a week in arrears (a one-week hold back), every second Friday, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement.

The Society shall direct deposit the pay cheque of each employee to an account in the bank or credit union of the employee's choice. An employee's pay cheque shall detail hours of work, premiums, rates of pay, bank time, sick credit accrual, vacation accrual and each deduction.

23.02 Increments – Promotion, Demotion

Employee promotion or demotion is determined by current certification. Employees are paid as per Schedule A. It is the employee's responsibility to maintain current certification.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Classification Changes and New Positions

When the duties in any classification are substantially changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Society and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 EMPLOYEE BENEFITS

25.01 Employee Assistance Plan

The Society agrees to pay **sixty** percent (**60%**) of the cost of an employee assistance program.

25.02 CUPE Multi-Sector Pension Plan

Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Pension Plan. The Society shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three-point three percent (3.3%) of Applicable Wages to the Pension Plan. An employee is eligible for the plan after completing five hundred (500) hours of work with the employer.

25.03 Reimbursement for Vehicle Damage

The Employer recognises that employees shall not be required to use their personal vehicle in the course of their duties.

The Society shall reimburse an employee for the cost of repairs, to a maximum of five hundred dollars (\$500.00) on an insurance claim for the replacement or repair of a vehicle, due to theft or vandalism, which occurred at the workplace or in the course of employment, provided that:

- (a) Where the expense exceeds the deductible amount, the employee has submitted a claim for the loss to the insurance company, and the claim has been accepted.
- (b) A report has been filed with the proper authorities.

25.04 Employee Childcare Assistance

Regular employees in a position may be eligible for personal support for childcare fees. The PACES Society of directors requires staff to apply to the Affordable Child Care Benefit (ACCB) prior to applying to the PACES Society.

Employees will only receive financial support from PACES Daycare Society if there is still money owing after the ACCB has been applied.

Financial support from the PACES Society will include:

- Up to \$250 per month per child for full time children attending PACES.
- Up to 25% discount per month per child for part time children attending PACES.

25.05 Inoculations

(a) Hepatitis A and B

Any employee may be inoculated against Hepatitis A and B and the Society shall pay the costs of such inoculation. Inoculation shall be done through the Terrace Health Unit.

(b) Flu

Any employee may be inoculated against the flu and the Society shall provide time, when necessary, without loss of pay, for flu shots to be obtained.

25.06 Workers' Compensation Pay Supplement

An employee prevented from performing his/her regular work with the Society on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall upon request receive from the Society the difference between the amount payable by the Workers' Compensation Board and their regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to their credit. Should the employee have no sick leave to their credit, then they shall be entitled only to the amount paid by the Workers' Compensation Board.

ARTICLE 26 SAFETY AND HEALTH

26.01 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.02 Transportation of Accident Victims

Transportation, such as ambulance, to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Society.

26.03 Safety Committee

The Committee shall conduct its affairs in accordance with WorkSafe BC-Regulations.

- (a) The Local shall appoint two (2) members to the Occupational Health & Safety Committee – one from each location.
- (b) The Committee shall conduct its affairs in accordance with WorkSafe BC Regulations.
- (c) Chair and Secretary

The Chair and Secretary shall be elected from and by the members of the Committee. Where the chair is a Society member, the secretary shall be an employee member and vice versa.

- (d) Meetings of the Committee

The Health and Safety Committee shall meet regularly and review and recommend on matters either raised or referred to that pertain to health and safety.

- (e) Health and Safety

The Health and Safety Committee shall assist in creating a safe and healthy place of work and professional development.

- (f) Responsibilities of the Committee

The Committee shall:

- (i) determine that regular inspections of the places of employment are carried out as required by WorkSafe BC.
- (ii) upon request, review the provision of care as outlined by the Child Care Licensing Board.
- (iii) recommend measures required to attain compliance with WorkSafe Regulations and all other applicable licensing regulations.
- (iv) consider recommendations from site committees and recommend implementation where warranted.
- (v) hold no less than six (6) meetings per year at mutually agreeable times and dates. If meetings are held during working hours, release time at the Society's expense shall be allowed for employees who are members of the Committee. If the meetings are held outside of working hours, employees will be compensated at the Society's expense.

The Committee shall review:

- (a) reports of current accidents, their causes, and means of prevention.
- (b) Remedial action taken or required by the reports of investigations and inspections.
- (c) Any other matters pertinent to health and safety.

- (g) Minutes of Meetings

The Committee shall maintain minutes of meetings and post at all locations.

26.04 Workplace Violence

- (a) Definition of violence: The attempt or actual exercise by a person, of any physical force so as to cause injury to a worker and includes any threatening statement or behaviour which gives a worker reasonable cause to believe that they are at risk of injury.
- (b) Reporting violent incidents: The Society and the Union agree to encourage the reporting of all incidents of violence.
- (c) The Labour Management Committee will review the subject of workplace violence during the term of this Agreement.

26.05 Situations of Immediate Danger

Where a situation is of immediate danger to an employee or child, the employee shall act judiciously to mitigate the danger and then report the situation to the Daycare Manager. The employee shall be advised of the actions taken to ensure the situation is remedied and not repeated. The Society is committed to ensuring regular scheduled drills for the following scenarios:

- Fire drill: 1x/per month
- Emergency Evacuation: 1x/per year
- Emergency Lock-down: 1x/per year
- Earthquake Drill: 4x/per year

ARTICLE 27 TECHNOLOGICAL CHANGE

27.01 Income Protection and Transfers

A regular employee who is displaced shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

ARTICLE 28 GENERAL CONDITIONS

28.01 Courses of Instruction

- (a) The Society agrees to pay the full cost of up to the equivalent to two (2) courses of instruction per year, pre-approved and recommended by the Society, for any employee to better qualify the employee to perform their job. A request by the employee for payment at the beginning of the course shall not be unreasonably withheld. An employee, having been given course fees in advance but who does not successfully complete the course, will have the sum deducted from monthly pay at the rate of ten percent (10%) per month. Alternatively, payment shall be made upon the successful completion of the course.

- (b) An employee requested by the Society to take training to update or upgrade skills or to learn new skills shall receive reasonable notice of such required training.

The Society shall pay the following related expenses:

- i) required registration/tuition fees;
- ii) necessary books and materials;
- iii) travel, meals, accommodation in accordance with Society policy.

The employee agreeing to take such training shall do so without loss of pay and without loss of benefits.

- (c) Valid First Aid Certificate

A valid first aid certificate equivalent to the Red Cross two (2) day Child Safe Certificate shall be held by each regular or probationary employee. Renewal costs shall be paid as per article 28.01 (d).

- (d) Certification Renewal

Where certification renewal is required, an employee shall be granted appropriate time off without loss of pay to take required courses or to write required examinations. Where a course or examination fee is charged, the Society shall reimburse the employee upon successful completion. Nothing in this article is intended to limit in any way the provisions of Article 28.01 (e) Professional Development.

- (e) Professional Development

- i) The Society agrees to allow employees covered by this Agreement to conduct an in-service training seminar on a day designated as professional development for staff. The date and agenda shall be subject to the approval of the Society. An employee attending such a seminar shall be paid their regular wages for that day.
- ii) The Society agrees to reasonably consider employee requests to attend the Annual Provincial ECE Conference in Vancouver and if funding permits, will cover the costs to attend. The employee and Employer will pursue all applicable grants and other avenues of funding prior to approval.
- iii) Upon proof of payment, the Society agrees to pay one-half (1/2) of the annual ECE membership fees for each employee. The employee must first obtain their ECE qualification and will maintain their ECE membership. The Employer will pro-rate the employees share monthly, and will deduct the monthly amount from the employee's paycheque.

28.02 Team Building Training and Professional Development

The Parties agree to implement a co-operative and ongoing Training Program that specifically targets Team Building and relevant professional development.

Team Building training will be mandatory and provided during regularly scheduled work hours, no less than two (2) times a year.

28.03 Harassment

Parties agree that all persons have the right to work in an environment without harassment. A claim of harassment by an employee shall be considered a grievance and will commence at step two (2) of the grievance procedure. A complaint of harassment or sexual harassment shall be dealt with by both parties in strict confidence.

28.04 Bulletin Board

The Society shall supply bulletin board space in both Daycare locations so that the Union may post information of interest to its members.

28.05 Copies of Agreement

The Union shall print the Agreement and distribute a copy to each employee and two (2) copies to the Society. The Society shall reimburse the Union for photocopying costs. Electronic options will be made available upon request.

28.06 Contracting Out

No employee shall be laid off or have their regular income reduced as a consequence of contracting out of work or services normally performed by members of the bargaining unit.

28.07 Pre-Retirement Seminar

The Society may grant a leave of absence without pay and without loss of benefits of two (2) days to employees with a minimum of ten (10) years service with the Society and who are age forty (40) or more, to attend the CUPE pre-retirement seminar. The Union will pay registration fees.

28.08 Medication

Employees shall be responsible for the administration of medications to children under the following conditions:

- (a) The parent has requested the Daycare's assistance in writing and signed a release concerning administration of the medication by the employee;
- (b) The medication is stored in a locked storage place;
- (c) The medication is supplied in its original container or package and clearly labelled and dated;
- (d) Records are kept detailing the administration of the medication.

28.09 Indemnification

The Society agrees to protect all CUPE Local 2052-01 employees from any proceeding for bodily injury or property damage which may be brought against them and which arise from the lawful performance of their duties.

28.10 Employee Absence

When an employee is going to be absent from work they will contact their Daycare Manager or Supervisor and ensure they have received the message of absence. In the event the Daycare Manager and Supervisor cannot be reached, employees will leave a recorded message at their work site.

ARTICLE 29 GENERAL

29.01 Plural and Gender Neutral Language May Apply

This agreement will reflect gender neutral language. Whenever the singular is used in this agreement, it shall be considered as if the plural has been used where the context so requires.

ARTICLE 30 TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from January 1, **2025** to December 31, **2026** and shall continue from year to year thereafter unless either party gives to the other party notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

Signed this 26th day of February, 2026.

On Behalf of PACES Daycare Society:

On Behalf of CUPE Local 2052-01:

N Dumais

Monica Brady

Nancy Dumais, Executive **Director**

Monica Brady, President, CUPE Local 2052

L Whyte

Rebecca Mogg

Leanne Whyte, Bargaining Team Member

Rebecca Mogg, Bargaining Team Member

SCHEDULE "A"

Wage Grid

Employees will be paid retroactive to January 1, **2025**. The Employer will pay the retroactive pay by September 30, **2025**.

CLASSIFICATION	PRE BARGAINED WAGES	January 1, 2025 + 3%	January 1, 2026 + 3%
RES. ADULT	\$17.45	\$18.39	\$18.94
ECEA	\$20.40	\$21.01	\$21.64
ECE (NEEDS HOURS)	\$18.72	\$19.28	\$19.86
ECE	\$23.20	\$23.90	\$24.62
Government Wage Enhancement	\$29.20	\$29.90	\$30.62
Infant Toddler	\$25.33	\$26.09	\$26.87
Government Wage Enhancement	\$31.33	\$32.09	\$32.87
Special Needs Educator		\$26.09	\$26.87
Government Wage Enhancement		\$32.09	\$32.87
Bus Driver Position		\$23.00	\$23.69
Infant Toddler + Special Needs	\$25.86	\$26.64	\$27.33
Government Wage Enhancement	\$31.86	\$32.64	\$33.43
Custodian	\$17.85	\$18.39	\$18.94
Supervisor		Wage + \$3.00/hr	
Team Leader		Wage + \$4.00/hr if performing Management duties	
		Wage + \$0.75/hr	

LETTER OF UNDERSTANDING #1

Between

PACES Daycare Society

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2052-01

Re: 17.01 Extended Regular Daily Hours and Months of Operation

On a without prejudice basis, the parties agree to move PACES Daycare from a ten (10) month operation to a twelve (12) month operation, commencing September 1, 2017. Hours of operation will be extended from 7:30 am to 5:30 pm.

The regular work day shall consist of a scheduled period of eight (8) hours of work, including a one half (1/2) hour unpaid meal break and two (2) paid fifteen (15) minute coffee breaks; one to be taken in the first half of the work day and the second break to be taken in the last half of the work day.

It is hereby agreed that the two (2) existing employees, as noted below, are not obligated to move to twelve (12) month employment.

Rylyn Munson
Candice Harrison

It is agreed the above-mentioned employees will have a one (1) time opportunity to opt into becoming a twelve (12) month employee. The trial period will commence July 1st and end on August 31st. Should an employee decide to revert back to ten (10) month employment, they will notify the Employer in writing, by September 1st.

All employees are subject to the terms and conditions of the Collective Agreement. Any reference herein to ten (10) month employees shall be deemed to encompass all employees who are subject to the terms and conditions of the Collective Agreement.

The parties agree to review this agreement twelve (12) months from implementation to ensure its functionality.

Signed this 26th day of February, 2026.

On Behalf of PACES Daycare Society:

N Dumais

Nancy Dumais, Executive **Director**

L Whyte

Leanne Whyte, Bargaining Team Member

On Behalf of CUPE Local 2052-01:

M Brady

Monica Brady, President, CUPE Local 2052

R Mogg

Rebecca Mogg, Bargaining Team Member

LETTER OF UNDERSTANDING #2

Between

PACES Daycare Society

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2052-01

Re: Pandemic Response

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of the Bill 16 Employment Standards Amendment Act (No.2) 2020; and
2. The Government of British Columbia has declared a state of emergency pursuant to the British Columbia Emergency Program Act and which has not been terminated or disallowed that is:
 - a. in relation to the same disease(s) which is the subject of the designation referred to above;
 - b. is in relation to either the whole province of British Columbia or is in relation to that part of the province of British Columbia in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree that:

1. The Employer is committed to continuing to work cooperatively with the Union in a fair and timely manner.
2. The Employer shall ensure that the Joint Occupational Health and Safety Committee (JOHS) is informed and actively involved during this time without limiting the duties under the British Columbia Emergency Program Act.
3. The Employer agrees to explore relevant government subsidy programs available.
4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

Signed this 26th day of February, 2026.

On Behalf of PACES Daycare Society:

N. Dumais
Nancy Dumais, Executive **Director**

L. Whyte
Leanne Whyte, Bargaining Team Member

On Behalf of CUPE Local 2052-01:

M. Brady
Monica Brady, President, CUPE Local 2052

R. Mogg
Rebecca Mogg, Bargaining Team Member

LETTER OF UNDERSTANDING #3

Between

PACES Daycare Society

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2052-01

Re: Work in a Higher Classification


The Parties agree to the following terms:

- (a) Employees assigned by the Society to perform work in a higher paid classification shall be paid the higher rate until the assignment in that higher paid classification ends.
- (b) Employees assigned by the Society to perform work outside the Bargaining Unit, shall be paid the higher rate of the assigned position, until the assignment outside of the Bargaining Unit ends.
- (c) Employees who hold a temporary position outside the Bargaining Unit shall have their Union Dues suspended, until the temporary position ends, at which time, regular remittance would resume.
- (d) The Employer will notify the successful applicant, in writing, with the start and end dates of the assignment.

Signed this 26th day of February, 2026.

On Behalf of PACES Daycare Society:


On Behalf of CUPE Local 2052-01:




Nancy Dumais, Executive **Director**



Monica Brady, President, CUPE Local 2052



Whyte (Feb 27 2026 11:34:42 PST)



Mogg (Feb 27 2026 11:31:51 PST)

Leanne Whyte, Bargaining Team Member

Rebecca Mogg, Bargaining Team Member

LETTER OF UNDERSTANDING #4

Between

PACES Daycare Society

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2052-01

Re: Benefit Contribution Correction to Collective Agreement Language.

The Parties agree, on a non prejudiced or precedent basis, to correct a mutually agreed to error in the most recently bargained Collective Agreement (2022) regarding the contributions to the benefit plan.

Currently, the Collective Agreement states that the Employer is responsible for 100% of contributions, which is not in keeping with the agreed to benefit contributions of each Party.

The Parties agree that the original language bargained should read:

Employer contributions: 60%
Employee contributions: 40%

Furthermore, the Parties hereby agree to abide by the original language and intent of the benefit plan, as bargained, effective immediately.

Signed this 26th day of February, 2026.

On Behalf of PACES Daycare Society:

N. Dumais

Nancy Dumais, Executive Director

L. Whyte

Whyte Feb 27 2026 17:34:42 P.

Leanne Whyte, Bargaining Team Member

On Behalf of CUPE Local 2052-01:

M. Brady

Monica Brady, President, CUPE Local 2052

R. Mogg

Rebecca Mogg, Bargaining Team Member

LETTER OF UNDERSTANDING #5

Between

PACES Daycare Society

And

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2052-01

Re: Bus Driver Position

On a without prejudice basis, the parties agree to a Bus Driver Position **consisting** of a 4 hour minimum, **split-shift. The first half of the shift will be one and one half (1½) hour** from 8am until 9:30 and **two and a half (2½) hours** from 2:30 until 5pm.

The wage **will be \$23.00** an hour.

This position will be reflected in the wage grid.

The Parties will evaluate the wage rate within one (1) year of ratification.

Signed this 26th day of February, 2026.

On Behalf of PACES Daycare Society:

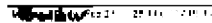


Nancy Dumais, Executive **Director**



Leanne Whyte, Bargaining Team Member

On Behalf of CUPE Local 2052-01:



Monica Brady, President, CUPE Local 2052



Rebecca Mogg, Bargaining Team Member