

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HASTINGS COMMUNITY ASSOCIATION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1936**

**This Agreement shall be for the term of  
September 1, 2020 to August 31, 2024**



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## ARTICLE 1 – PURPOSE OF AGREEMENT

### 1.01 Purpose

The purpose of this Agreement is to establish and maintain terms and conditions of employment agreed to between the Employer, Early Childhood Educators and the Family Enrichment Centre as contained herein, to encourage cooperation in providing quality pre-school education, out of school care and family enrichment programs to enrolled children, to facilitate efficient operation of the pre-school, out of school care and family drop-in system, to promote harmonious relations between the parties and to provide expeditious procedures for the resolution of disputes which may arise as to the administration or interpretation of this Agreement.

### 1.02 Term of Agreement

- (a) This Agreement shall be for the term of September 1, 2020 to August 31, 2024. The operation of subsection (2) of Section 50 of Labour Relations Code of British Columbia shall be specifically excluded from and shall not be applicable to this Agreement.
- (b) If no agreement is reached at the expiration of this Agreement, this Agreement shall remain in force up to the time a strike or lockout commences, or until a new or renewed Agreement is entered into.

### 1.03 Employee Definitions

- (a) Regular Full Time  
A regular full time employee is an employee who is employed for work, which is of a continuous nature on a full time basis for thirty-one (31) hours to thirty-five (35) hours per week.
- (b) Regular Part Time  
A regular part time employee is an employee who is employed for work, which is of a continuous nature, consisting of at least 15½ hours per week, on a part time basis.
- (c) Auxiliary  
Auxiliary employees are those who are employed to work less than 15½ hours per week. It is understood that these employees may work regularly scheduled hours, and/or may be employed for unspecified periods on a day-to-day basis, for either full or partial days.
- (d) Temporary Employees  
Temporary employees are those who are employed on a temporary basis for a fixed term.

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#### **1.04 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

#### **2.01 Management Rights**

Any rights of management, which are not specifically mentioned in this Agreement and are not contrary to the Agreement, shall continue in full force and effect for the duration of this contract, always provided that in the exercise of the aforementioned management rights there shall be no discrimination.

#### **2.02 Certifications and Licensing – Preschool and Family Enrichment Program**

(a) Preschool

The Association shall require, as a minimum condition of employment, that an employee working in the Preschool becomes and remains certified as an Early Childhood Educator, or an Early Childhood Assistant under the Regulation of the Community Care Facility Act and provides proof of said certification to the Employer on an annual basis.

It is understood by the parties that employees who work in the Preschool and who have their Early Childhood Assistant designation are required to be enrolled in courses leading to the Early Childhood Educator certificate. Further, these courses are required to be fully funded by the employee and are not eligible for reimbursement under the terms of Article 22.05.

(b) Future Licensing and Regulation

In the event that new legislation or regulations are introduced by the government of jurisdiction that require employees working in either the Preschool or the Family Enrichment Program to obtain certifications not mentioned in a) above, the Employer will consult with the Union in regard to the new legislation or regulations and its application to the workplace.

## **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

#### **3.01 Union Recognition**

The Employer recognizes the Canadian Union of Public Employees and its Local 1936 as the sole and exclusive collective bargaining agent for the bargaining unit as certified by the Labour Relations Board of British Columbia hereby agrees to negotiate with the Union and its Local 1936, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

### **3.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of the Collective Agreement.

### **3.03 Right of Fair Representation**

The Union shall have the right to have the assistance of CUPE when processing grievances arising from this Agreement, or when engaged in collective bargaining with the Employer. Should CUPE require access to Employer premises in order to carry out its duties pursuant to this clause, it must obtain permission from the Employer in advance. It is understood that such permission will not be unreasonably withheld.

### **3.04 Time off Without Pay for Union Business**

Time off without pay shall be granted to official representatives of the Union upon application to and by permission of the Employer when it becomes necessary to transact business in connection with matters affecting members of the Union. It is understood that the Employer retains the right to withhold the granting of such leaves if, in the opinion of the Employer, the efficiency and/or effectiveness of the operation would be negatively impacted by the granting of such a leave. Permission of such leave shall not be unreasonably withheld.

## **ARTICLE 4 - HUMAN RIGHTS**

### **4.01 No Discrimination**

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place or origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, criminal or summary conviction that is unrelated to the employment of that person, nor by reasons of his membership or activity in the Union.

The Union and the Employer recognise the right of employees to work in an environment free from harassment, and where employees treat each other with dignity and respect. The Employer shall take such actions as are necessary respecting an employee or an employer representative engaging in harassment.

The parties will work jointly to support and implement education and prevention efforts to address harassment.



## 4.02 Definition of Harassment

### (a) Personal and psychological Harassment, Including Bullying

Personal and psychological harassment, including bullying, means objectionable conduct – either repeated or persistent, or a single serious incident – that an individual would reasonably conclude:

- (i) Creates a risk to a worker's psychological or physical well-being, causes a worker substantial distress, or results in an employee's humiliation or intimidation; or
- (ii) Is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity or expression; or
- (iii) Is seriously inappropriate and serves no legitimate work-related purpose.

Such behaviour could include, but is not limited to:

- Physical assault or abuse;
- Words, gesture, actions or practical jokes, the natural consequence of which is to humiliate, alarm, cause, awkwardness, embarrass, or abuse another person;
- Derogatory remarks;
- Innuendoes or taunts;
- Threats of intimidation;
- Retaliation for filing a workplace harassment complaint;
- Harmful initiation or hazing practices;
- Vandalizing personal belongings;
- Distribution or display of offensive pictures or materials;
- Bullying (including cyber bullying and harassment).

To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.

Personal and psychological harassment does not include:

- Actions occasioned through the exercising in good faith, of the Employer's supervisory rights and responsibilities; or
- Disagreements between employees (worker to worker) that do not fall in to the categories of bullying and harassment as noted above.

### (b) Sexual Harassment

Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment.

Sexual harassment should not be confused with regular social and interpersonal relations between co-workers. Rather, it is behaviour that is coercive, forced, threatening, or unwanted. Such behaviour could include, but is not limited to:

- Conduct or comments of a sexual nature that are unwelcome and that create an intimidating, hostile, or poisoned work environment;
- Touching, pinching, patting or other physical contact;
- Leering, staring or the making of sexual gestures;
- Demands for sexual favours;
- Verbal abuse or threats;
- Unwanted sexual invitations, advances, propositions, or flirtations;
- Physical assault of a sexual nature;
- Distribution or display of sexual or offensive pictures or material;
- Unwanted questions, remarks, or comments of an obscene, degrading, or sexually suggestive nature;
- Remarks about appearance or personal life; and/or
- Practical jokes of a sexual nature

Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

All genders can be sexually harassed by members of any gender.

#### 4.03 Harassment Complaint Procedures

##### (a) Informal Complaint Resolution Process

If an employee believes that the employee has been bullied and harassed on the basis of any of the grounds noted above, the employee should:

- (i) Tell the respondent(s) to stop, if possible;
- (ii) Document the event(s), complete with the time, date, location, names of witnesses and details of the event(s) if possible.

If the complainant does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the complainant should contact the designated Union or Association representative to file a complaint.

The Association and the Union agree that in some cases, the Parties may try to resolve a harassment complaint informally without a full investigation, for example, when so requested by the complainant.

If the complainant disagrees with the attempted informal resolution, and if the complaint involves Discrimination, there will be a formal investigation of the complaint.

##### (b) Formal Complaint Resolution Process

- (i) A complainant who wishes to pursue a concern arising from an alleged harassment must submit the complaint in writing within six (6) months of

the latest alleged occurrence directly to the appropriate supervisor or, if a supervisor is involved, to the Childcare and Association Manager. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union representative. The deadline may be extended due to extenuating circumstances.

- (ii) If the respondent is the Childcare and Association Manager (or equivalent), the Union will notify the Association President, or designate, within fifteen (15) days of receiving the complaint. The Association President, or designate, will appoint an independent investigator. The independent investigator will investigate the complaint within thirty (30) days of receiving it and submit her report to the Association President. The Union will be apprised of the outcome of the complaint.
  - (iii) A respondent shall be given notice of the substance of such a complaint.
  - (iv) It is the intent of the parties that complaints be investigated in a timely manner. The Employer's designate shall investigate the complaint and shall submit a report to the Childcare and Association Manager (or equivalent) in writing within fifteen (15) days of receipt of the complaint. The Childcare and Association Manager (or equivalent) shall within ten (10) days of receipt of the report give such orders as may be necessary to resolve the issue. The Employer will advise the respondent, and the complainant in writing of the substance of the Childcare and Association Manager (or equivalent)'s report and the outcome of the complaint. A designated qualified representative of the Union will be permitted to view the full report upon request. Timelines may be extended by mutual consent based on the complexity of the complaint.
  - (v) Both the complainant and the respondent, if members of the Union, will have the right to Union representation at any meeting held pursuant to the above investigation.
  - (vi) Pending determination of the complaint, the Childcare and Association Manager (or equivalent) may take interim measures to separate the employees concerned if deemed necessary
  - (vii) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with their written consent. The Union will be consulted throughout the process.
- (c) If as a result of the investigation or adjudication process, the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
  - (d) Complaints under this Article shall be treated in strict confidence by all parties involved.

- (e) Disputes resulting from actions taken under this Article may be grieved within thirty (30) days at Step 3 of the grievance procedure.
- (f) A grievance must be submitted through the Union to an arbitrator as per Article 9.03.
- (g) The complainant has the right to file a complaint under the Human Rights Code of British Columbia.

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

### **5.01 All Employees to be Members**

Within one week of the signing of this Agreement, all employees covered by this Agreement shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees working in classifications covered by the Union certification shall become and remain members in good standing of the Union within thirty (30) days of employment.

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

### **6.01 Check-off Payments**

The Employer shall deduct from the salary of all employees any fees, levies, and/or dues specified by the Union on its members.

### **6.02 Deductions**

Deductions shall be forwarded in one cheque to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names of employees from whose wages the deductions have been made. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment as they occur.

### **6.03 Dues Receipts**

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

### **6.04 Indemnification of Employer**

In consideration of the deduction and forwarding of Union dues by the Employer the Union will indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of clauses 6.01 and 7.01.

## **ARTICLE 7 - EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to advise new employees that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer also agrees to introduce new employees to the Unit Chair or designate of the Union, and the Union representative will provide a copy of the Collective Agreement and Union By Laws to all new employees.

## **ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

### **8.01 Employer Shall Notify Union**

Any reports or recommendations about to be made dealing with matters of policy and/or conditions of employment, and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider and make submissions if necessary with respect to these issues.

### **8.02 Correspondence**

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Union or his/her designate.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **9.01 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Union Representative before the Employer shall be required to recognize him/her.

### **9.02 Definition of Grievance**

Should a dispute arise respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including any question as to whether a matter is arbitrable, or the dismissal, discipline or suspension of any employee bound by this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

- (a) Meeting with Supervisor

The aggrieved employee(s) may first take up the matter with the immediate supervisor or other such supervisor who is directly responsible for the decision giving rise to the grievance within fifteen (15) working days of the date on which the incident giving rise to the grievance occurred or on the date when the employee(s) first became aware of the incident, whichever is later. The purpose of the meeting shall be to review the circumstances giving rise to the incident and to determine whether the matter can be satisfactorily resolved without recourse to the formal grievance procedure. At the option of the aggrieved employee, a shop steward or Union representative may be present at the meeting.

(b) Step 1

If the grievance is not settled in the aforementioned manner within ten (10) working days, the matter shall be referred to the President of the Association or her/his designate and the Union Representative or designate. A statement, in writing, of the alleged grievance by the Union and a statement, in writing, of the position relative to the alleged grievance by the President of the Association or her/his designate will be exchanged at this meeting if agreement on the matter is not first reached.

(c) Step 2

If the grievance is not settled as prescribed in Step 1 above within fifteen (15) working days, the matter shall be referred to the Executive Committee or designate and the Union.

(d) Step 3 – Non-Binding Investigation

If 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, David McPhillips, Brian Foley, or Chris Sullivan, or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference

Within thirty (30) working days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

(e) Arbitration

If not settled in Step 3 above within thirty (30) working days, the matter may be referred by either party to a Board of Arbitration for final and conclusive determination.

(f) Time Limits

Extensions to the time limits contained herein above, may be agreed upon between the parties only for the most serious of reasons.

### **9.03 Arbitration**

A Board of Arbitration shall consist of one (1) person to be mutually appointed by the Employer and the Union, unless either party indicates that they want a three (3) person Board of Arbitration which shall consist of one (1) person appointed by each party and a chairperson to be selected by the two so appointed.

Where the parties are using a one (1) person Board of Arbitration, the Employer and the Union shall mutually agree on the person within fourteen (14) calendar days of the referral under Clause 9.02(d).

Where the parties are using a three (3) person Board of Arbitration, the Employer and the Union shall appoint their respective representative within seven (7) calendar days of the referral under Clause 9.02(f). The two representatives shall select a chairperson within a further seven (7) calendar days. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board; and one-half (½) of the compensation and expenses of its Chairperson.

Where the parties are unable to agree on a person to be a single Arbitrator or a chairperson, as the case may be, either party may apply to the Minister of Labour to make the appointment.

In all other respects, the provisions of the Labour Relations Code shall apply. The decision of the Board of Arbitration shall be final and binding on both parties. All costs and expenses incurred by the arbitrator shall be shared on an equal basis.

### **9.04 Grievance on Safety**

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second step 2 of the grievance procedure for preferred handling.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.01 Dismissal and Suspension**

An employee who alleges wrongful dismissal or suspension by the Employer shall be entitled to have such grievance settled in accordance with the grievance procedure set forth in Article 9. If the employee is found by a Board of Arbitration appointed under the provisions of Article 9 to be dismissed, suspended or otherwise disciplined for other than proper cause, the Board of Arbitration may:

- (a) direct the Employer to reinstate the employee and pay to the employee a sum equal to wage lost by reason of dismissal, suspension or other discipline, or such lesser sum as in the opinion of the Board of Arbitration is fair and reasonable; or

- (b) make such an order as it considers fair and reasonable, having regard to the terms of this Agreement.

An employee who is reinstated by a Board of Arbitration shall be entitled to reinstatement without loss of seniority.

## **ARTICLE 11 - EMPLOYEE RIGHTS**

### **11.01 Right to Have Steward Present**

An employee shall have the right to have his/her Steward or Union representative present during disciplinary meetings, provided that there is no undue delay caused by the unavailability of a Union representative or steward. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or Union Representative to be present at the interview. It is understood that this provision does not apply to discussions that are part of an investigation or operational in nature.

### **11.02 Personnel Records**

An employee shall, upon giving reasonable notice, have the right to have access to and review his/her personnel record. 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 adverse report from the employee's record, of which the employee was not aware, may be introduced as evidence in any hearing. The Employee shall have the right to make copies of any material contained in his/her personnel record.

## **ARTICLE 12 - SENIORITY**

### **12.01 Seniority Defined**

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to certification.
- (b) Seniority shall be used in determining preference or priority for call-in procedures in the Preschool, promotion, subject to Article 13.03, layoff, permanent reduction of the workforce, overtime and recall subject to the provisions of this Agreement. (Call-in procedures for the Family Enrichment Program are detailed in Article 24 – Call-in procedures for the Family Enrichment Centre).
- (c) Auxiliary employees who obtain regular status will be granted seniority based on all hours worked, excluding overtime, prior to the date on which they obtain regular status.



- (d) When two (2) or more Auxiliary employees are being considered for a vacancy posted pursuant to Article 13.01 of this Agreement, Article 13.03 will apply to these employees. In applying Article 13.03, these employees will be considered to have seniority based on the number of regular hours worked for the Employer as an auxiliary employee.
- (e) Temporary employees who obtain regular status shall have their seniority dated from their last date of hire as temporary employee. It is understood that in the case of employees working less than full time hours, their seniority shall be calculated on the same basis as part time regular employees, from their last date of hire as a temporary employee.
- (f) Regular part time employees shall accumulate seniority on the basis of regularly scheduled time excluding overtime hours worked. Regularly scheduled time shall include time absent from work as a result of a compensable absence covered by WCB.
- (g) In the event that an auxiliary Employee fills a temporary position, and then obtains regular status, the accumulated hours in both positions will be used to calculate seniority (the combination of calculations from (c) and (e) above).

## **12.02 Seniority List**

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced including the number of regular hours worked by Regular, Part time and auxiliary employees.

This list shall be updated annually and made available to the employees and the Union by the end of each September. A copy shall be sent to the Local Union.

## **12.03 Loss of Seniority**

An employee shall not lose seniority if the employee is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) The employee is discharged for just cause and is not reinstated;
- (b) The employee voluntarily resigns;
- (c) The employee fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause;
- (d) The employee is absent without proper authorization for three (3) or more consecutive workdays;

- (e) The employee has not worked for the Employer during the last twelve (12) months;
- (f) The employee is permanently promoted to an excluded position and does not return to the bargaining unit within six (6) months.

#### **12.04 Probation and Seniority for Newly Hired Employees**

A newly hired employee shall be on probation for six (6) months or 780 hours whichever occurs first, excluding overtime. During this probationary period, employees shall have no rights based on seniority, but on completion of the probationary period, seniority shall be based on the total hours worked for the Employer as calculated in accordance with Article 12.01. After successful completion of the probationary period, the employee shall be eligible for benefits and seniority shall be effective from the original date of hire.

### **ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

#### **13.01 Job Postings**

- (a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall post the position internally and shall provide the Union with a copy of the posting.
- (b) Exceptions to the above are:
  - 1. Temporary vacancies of three (3) months or less;
  - 2. Auxiliary positions.

These posting provisions may be waived by mutual agreement between the Employer and the Union.

- (c) It is the intent of the parties that vacancies which do not require posting pursuant to (a) above be filled, subject to operational requirements, in accordance with Article 13.03, from current qualified employees who are available and capable of performing the work.

#### **13.02 Information in Postings**

Such notice shall contain the following information:

Nature of position, location, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function(s).

### **13.03 Job Selections**

In making appointments, promotions, transfers and demotions, the skill, knowledge and ability of the applicant concerned shall be the primary consideration, but where such qualifications are equal, length of service shall be the determining factor.

### **13.04 Temporary Positions**

Temporary positions shall not exceed twelve (12) consecutive calendar months without the agreement of both parties, or as specifically permitted in this Agreement.

## **ARTICLE 14 - LAYOFF AND RECALL**

### **14.01 Definition of Layoff**

A layoff shall be defined as a reduction in the work force as defined in this Agreement.

### **14.02 Layoff**

- (a) When laying off an employee or employees within each classification, the last hired shall be the first laid off, based on length of service with the Employer, it being understood that:
  - i) employees in a higher classification may be demoted to a lower classification, and
  - ii) probationers have no seniority, and
  - iii) an employee who has been promoted from one classification to another, and subsequently demoted to the lower classification shall, within that lower classification, have seniority according to length of service with the Employer.
- (b) Employees who have completed their probationary period and who are laid off and subsequently recalled to work within one (1) year of the layoff, shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.
- (c) Except in cases of inclement weather, strikes, lockouts or other circumstances beyond the control of the Employer, the Employer shall give to the employees concerned who have completed the probationary period not less than two (2) calendar weeks or ten (10) working days prior written notice of any layoff under this clause. Such notices shall be given in writing either by delivering or mailing the same to the employee for whom it is intended. If an employee to whom notice of layoff is given under this clause 14.02 (c) has not been given, the opportunity to work for at least ten (10) days of the period of such notice the employee shall be paid for those days

for which work was not made available. The Employer shall be required to give notice of layoff under this clause 14.02 (c) only to those regular full time, regular part time, temporary full time and auxiliary employees who have acquired seniority rights in either a regular seniority pool or an auxiliary seniority pool and have completed the probationary period as aforesaid.

#### **14.03 Recall**

(a) Recall List

Laid off regular employees will be retained on a recall list for a duration of twelve (12) months during which time they shall be considered to be on-call employees and subject to the provisions of this Collective Agreement. Laid off employees who desire to return to service when work is available to them must keep their supervisor informed of their current address in order that they be readily accessible. If a regular employee is recalled for a period of in excess of thirty (30) consecutive days, they shall be returned to regular status.

(b) Recall Procedure

When work becomes available, laid off regular employees shall be recalled by the Employer for return to service in order of seniority, provided an employee so recalled is fully qualified and capable of performing all required work.

## **ARTICLE 15 - HOURS OF WORK**

#### **15.01 Hours of Work**

(a) Regular Weekly Hours

The regular weekly hours shall consist of five (5) days, Monday to Friday, and hours of work for full time employees shall be between thirty (30) and thirty-five (35) hours per week.

(b) Regular Daily Hours

The regular daily hours for full time employees shall consist of between six (6) and seven (7) hours per day between 8:30 am to 4:30 pm.

(c) Unpaid Meal Breaks

Employees shall be entitled to one unpaid meal break per day.

(d) Rest Periods

Two (2) ten minutes rest periods will be allowed each shift.

## **ARTICLE 16 - OVERTIME**

### **16.01 Overtime defined**

The Employer agrees to pay overtime wages if an employee works more than seven (7) hours a day or thirty-five (35) hours a week.

### **16.02 Pre-Approved Overtime**

All overtime must be pre-approved by the Supervisor except in cases of emergency.

### **16.03 Overtime Wages**

Overtime worked will be compensated in accordance with the following:

- (a) The first two (2) hours worked in excess of seven (7) hours in a day will be compensated at one and one half (1 ½) times the employees regular wage and
- (b) All hours worked in excess of nine (9) hours in a day will be compensated at two (2) times the employees' regular wage.

### **16.04 Weekly Overtime**

All hours worked in excess of thirty-five (35) hours in a week will be compensated at a rate of one and one-half (1½) the employee's regular wage for the first seven (7) hours and two (2) times the employee's regular wage for all hours worked thereafter.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.01 Statutory Holidays**

The Employer recognizes the following statutory holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
B.C. Day	Labour Day
Day of Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and any other day declared or proclaimed as a holiday by the Government of Canada or the Government of the Province of British Columbia.

## **17.02 Statutory Holiday Pay**

- (a) Once an employee has worked for the Employer for thirty (30) calendar days, the employee is entitled to statutory holidays with pay.
- (b) An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.
- (c) An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by fifteen (15).
- (d) Employees who do not work between the end of one school year and the start of a new school year are not entitled to statutory holiday pay for any statutory holidays that may fall within that period of time.

## **ARTICLE 18 - VACATION PAY**

### **18.01 Vacation Pay**

Paid annual vacation for all persons covered by this Agreement shall be allowed as follows:

- (a) Employees leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with Part 7 of the Employment Standards Act.
- (b) In the first part vacation year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by August 31<sup>st</sup>.
- (c) During the second up to and including the seventh (7<sup>th</sup>) vacation year of service – fifteen (15) working days.
- (d) During the eighth (8<sup>th</sup>) up to and including the eighteenth (18<sup>th</sup>) vacation year of service – twenty (20) working days.
- (e) During the nineteenth (19<sup>th</sup>) vacation year of service and during each year thereafter – twenty-five (25) working days.
- (f) Vacation year shall mean the twelve-month period from September 1<sup>st</sup> to August 31<sup>st</sup> inclusive.

## **18.02 Vacation Scheduling**

- (a) Regular employees with greater than one (1) year of service shall take vacation time off during Christmas and Spring Break as defined by the Vancouver School Board calendar. Such vacation time shall be equal to the number of days that would have been worked had Christmas and Spring breaks not occurred minus any statutory holidays that occur during these breaks. Employees that do not have full vacation entitlement shall take whatever vacation time they are entitled to and take the balance as a leave of absence without pay.
- (b) The remaining vacation entitlement shall be taken at a mutually agreed time.
- (c) Employees leaving upon reaching maximum retirement age are entitled to the following:
  - Retiring prior to April 1<sup>st</sup>, they receive half of the usual annual vacation pay;
  - If retiring on or after April 1<sup>st</sup>, they receive the full annual vacation pay.
- (d) An employee who has been granted a leave of absence in excess of thirty (30) days shall have vacation entitlement pro-rated accordingly.
- (e) Employees with remaining vacation entitlement pursuant to (a) and (b) above may elect to bank that remaining entitlement to be used within the following three (3) years. This vacation so banked will be paid at the time it is taken at the rate at which it was earned. In addition, this vacation must be taken in full week increments and at a time agreed by the designated Community Recreation Supervisor. It is understood that the Preschool Supervisor will develop a process to record and track this banked vacation in conjunction with the Hastings Community Association Bookkeeper.

## **18.03 Regular Full Time Employees - Who work less than twelve (12) months per vacation year**

Full time employees who work less than twelve (12) months per vacation year shall be allowed paid annual vacation on a pro-rated basis. For example, employees who work ten (10) months will have their entitlement based on 18.01 above multiplied by ten-twelfths (10/12). An employee with four (4) vacation years of service would be entitled to fifteen (15) days times ten-twelfths (10/12), or twelve and one-half (12½) days.

## **18.04 Regular Part Time Employees**

Regular part time employees will be paid annual vacation on a pro-rated basis, according to service. (Service is based on the accumulated regular hours worked, i.e. 1 year=1827 hours worked).

## ARTICLE 19 - EMPLOYEE BENEFITS

### 19.01 Employee Benefits

(a) Regular Full Time Employees

Upon completion of three (3) calendar months' continuous employment, regular full-time employees shall be entitled to benefits. Prior to completion of the three-month period, Regular Full Time Employees shall receive twelve percent (12%) in lieu of benefits.

Benefits consist of a Dental Plan, Extended Health, Group Life and LTD. The cost of these plans shall be one-hundred percent (100%) borne by the Employer, except that the Employer's cost shall be limited to twelve percent (12%) of the employees' straight time earnings.

(b) Regular Part Time Employees

Regular part time employees shall be paid twelve percent (12%) in lieu of benefits.

(c) Auxiliary Employees

Auxiliary employees shall not be entitled to annual vacation, but shall be paid an amount equal to four percent (4%) of their regular earnings, which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off pay.

Auxiliary employees who have worked for the Employer on a consistent basis for a period of five (5) years shall have such pay in lieu of benefits increased to six percent (6%) of their regular earnings.

Payments in lieu of benefits above shall be paid to employees in each pay period.

## ARTICLE 20 – MULTI-SECTOR PENSION PLAN (MSPP)

In this Article, the terms used shall have the meaning described:

1. (a) "Plan" Means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;

(i) the straight time component of hours worked on a holiday; and

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay; and



- (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed during illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all full-time and part-time employees in the bargaining unite who have completed their probationary period.

2. Commencing on the first pay period following ratification, each Eligible Employee shall contribute for each pay period an amount equal to 2.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2.5% of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the Items required for each Eligible Employee by Article .04 of the agreement Include:

**(a) To be Provided at Plan Commencement**

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date
- gender.

**(b) To be Provided with each Remittance**

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

**(c) To be Provided Initially and as Status Changes**

Full address;

termination date where applicable (MM/DD/YY)

marital status, and any change to marital status

date of death (if applicable);

**(d) To be Provided Annually but no later than December 31**

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence.

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

## **ARTICLE 21 - PAID AND UNPAID LEAVES**

### **21.01 Sick/Compassionate Leave Bank**

- (a) Regular full-time employees shall be entitled to one point three (1.3) days per month worked paid leave in a calendar year to be used at the employee's discretion to cover sickness, family emergency, bereavement, and similar circumstances requiring the employee to be absent from work. Employees will have access to their entire leave bank for the year on September 1 of each calendar year. Documentation for absence will be provided if requested by the Employer. It is understood that if an employee ceases to be employed by the employer and has taken more of this leave than they have earned, the unearned leave will be deducted from the employee's final pay.

At the end of the school year, the unused balance will be carried over to the next year for 12 calendar months. At the expiry of the 12 month carry-over, any unused leave will expire and be eliminated from the bank. The date used for the carry over calculation shall be June 30 of each year. For example, an employee who has one day left unused at June 30 in year 1 will be permitted to carry over that one day to be used during year 2. In the event the employee is sick during year 2, the day carried over will be the first day used. In the event the employee does not use any of her bank in year 2, the day from year one will expire and the employee will be permitted to carry over all of the leave from year 2 to year 3.

In the year of the employee's retirement, they will be allowed to cash out any unused sick bank hours at the current Substitute rate of pay.

Regular part time employees will be entitled to the above provisions on a pro-rated basis according to regular hours worked.

- (b) Auxiliary employees and Temporary employees who are not entitled to the above sick/compassionate leave bank provisions are entitled for up to (5) days of paid sick leave.

## 21.02 General Leave

The Employer may grant leave of absence without pay to employees who have completed their probationary period in accordance with the provisions below:

- (a) The request must be in writing and must be submitted a minimum of four (4) weeks in advance of the date of commencement. Under extenuating circumstances, the Employer may waive the minimum four (4) weeks advance notice request. Reasons for denial of a request for a leave of absence will be provided in writing.
- (b) The reasons for the leave must be good and sufficient and the application must be approved in writing by the Childcare Association Manager.
- (c) For the purpose of service related benefits, the employee shall accrue seniority during leaves of absence under this article to a maximum of thirty-one (31) consecutive days for each leave.
- (d) The granting of such leaves shall not be unreasonably withheld.
- (e) **Authorization for Exact Period**  
When obtaining authorization for a leave of Absence without pay, the exact period of absence must be requested. Unless mutually agreed otherwise, the employee will then be expected to take the full authorization period. This provision is required to eliminate unnecessary payroll adjustments and to avoid terminating the service of temporary replacements prior to the period for which they were employed.

## ARTICLE 22 - COURT ATTENDANCE AND JURY DUTY

### 22.01 Jury Duty and Witness Fees

- (a) Any employee called for jury duty or as a witness will be allowed time off during the period of such duty. The employee's regular pay will be continued provided that all remuneration received for such duty is remitted to the Employer.
- (b) Expenses Incurred  
The Employer does not make allowance for payment of additional transportation costs, parking fees, lunches, etc. incurred while on such duty.
- (c) Method of Reporting  
All absences, even if less than two (2) hours, are to be reported in advance to the Supervisor.

## **22.02 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 benefits so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected or selected for a full time position with the Union shall be granted leave of absence without loss of seniority and without pay for the term of office.
- (c) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during his/her term of office.
- (d) An Employee who is elected to public office shall be allowed leave of absence without loss of seniority during his/her terms of office.

## **22.03 Pay During Leave of Absence for Union Work or Convention**

An employee shall receive the pay and benefits provided for in the Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for pay and benefits during the period of absence.

# **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

## **23.01 How Wages are Paid**

Pay periods will coincide with regular Hastings Community Association payroll dates, in Canadian currency, by direct deposit, payable on demand, drawn on a savings institution.

## **23.02 Statement of Wages**

The Employer shall, on every payday, give to each employee a written statement of wages of his/her pay period according to the Employment Standards Act.

## **23.03 Pay on Temporary Transfer, Higher Rated Position**

When an employee temporarily relieves in, or performs the principal duties of, a higher rated position for a continuous period of one (1) full day or more, they will receive the appropriate rate of pay on the salary scale according to the time the employee has previously worked in the higher level job.

#### **23.04 Pay on Transfer, Lower Rated Job**

When an employee is assigned in accordance with the terms of this Collective Agreement to a position paying a lower hourly rate, his/her rate shall not be reduced for the first six (6) months. Thereafter, the employee shall be paid the corresponding rate of pay for the lower rated position.

#### **23.05 Education (Tuition) Reimbursement**

- (a) Employees may apply to be reimbursed by the Employer for tuition costs. If approved by the Employer, employees may be reimbursed for 50% of the tuition cost of a course, up to a maximum of two hundred and fifty dollars (\$250), upon successful completion of a course.
- (b) Notwithstanding (a) above, regular employees working in the Preschool who have five (5) or more years of service will have preapproved courses required for their Early Childhood Educator certification reimbursed at 100%, up to a maximum of \$200 per employee per year.

#### **23.06 Professional Development**

Full time regular employees are entitled to three (3) professional development days per year. These may be allocated to either team or individual development.

(Part time regular employees who, as at the date of ratification of this Agreement, had previously been entitled to professional development days, will continue to be entitled to professional development days on the same basis, except that they will not be entitled to more than three (3) days per year).

#### **23.07 Meetings/Conferences**

Employees will receive a payment over and above their regular salary, as detailed below, when required by the Employer to attend any of the following, outside normal working hours:

- Association Board Meetings
- Centre Staff Meetings
- Program Committee Meetings
- Evening Parent Meetings and Conferences
- Any other meeting, conference or event at which the Employer requires the employee to be present.

The employee will be expected to attend such meetings as directed. When possible, the employee will flex time on a biweekly schedule to attend meetings. Otherwise, the employee may take either compensation in the form of time off in lieu or payment at the appropriate rate of pay in accordance with the provisions of articles 15 and 16.

### **23.08 Salary Protection**

After six (6) months' continuous employment, employees will receive a minimum of two (2) weeks' severance in case of layoff, including when on approved leave of absence for:

- Long-term disability
- E.I. Maternity or Parental benefit

## **ARTICLE 24 - LABOUR MANAGEMENT COMMITTEE**

### **24.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

Notwithstanding the above, it is understood that from time to time either party may bring an additional representative, for training purposes. This additional representative shall have observer status only and shall not be permitted to vote or to participate in discussions without the mutual agreement of the parties. Further, this additional representative shall not be paid by the Employer, whether the meeting is held during working hours or not.

### **24.02 Purpose of the Committee**

The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to improve the quality and delivery of preschool and drop-in programs, and to promote workplace productivity.

### **24.03 Jurisdiction of Committee**

The committee shall not have jurisdiction or the ability to discuss wages or any matter of collective bargaining, including the administration of this Agreement.

The committee shall not supersede the activities of any other committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **24.04 Meetings of Committee**

The committee shall meet at least once in each school term, or as required, at a mutually agreeable time and place. The committee shall meet at least two (2) times per year, or as required, at a mutually agreeable time and place. It is the intent of the parties that all meetings are held during normal work hours, as far as practical, with no loss of pay for regular committee members. In the event the meeting is held outside of working hours, the time of the regular committee members will be treated

in accordance with Article 22.07. The chair of each labour management meeting shall alternate between the Employer and the Union. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

## **ARTICLE 25 – CALL-IN PROCEDURE FOR THE FAMILY ENRICHMENT CENTRE**

- 1) The supervisor of the Family Enrichment Centre will maintain a substitute call-in-tracking record in order to ensure all part-time and auxiliary staff are provided equal opportunities to fill additional shifts within the Family Enrichment Centre.
- 2) The part-time and auxiliary staff list will be updated each September to record current availability of staff for call-in and to record all hours worked by each employee in the previous twelve (12) months.
- 3) At the beginning of September, staff on the on-call list are to be listed in the order of all hours worked in the previous twelve (12) months highest to lowest.
- 4) When a shift becomes available, the first person on the on-call list will be called to cover the shift provided the available shift coincides with listed staff availability. If the first person on the list is unavailable or unable to work the shift being filled, the next person on the in-call list will be called.
- 5) Staff will then be called on a rotating basis for subsequent available shifts as is consistent with staff availability. This means that the next time additional shift coverage is required, the next person on the on-call list will be called to fill that shift.
- 6) Call-in practices within the Family Enrichment Centre do not preclude staff who are on the on-call list from having regularly scheduled shifts.
- 7) Staff who are on the on-call list at the Family Enrichment Centre may also be on the on-call list for the Hastings Community Association Preschool or Out of School Care. When called to cover shifts in the Preschool or Out of School Care, these staff will be called in accordance with Article 12.01 (b) of the Collective Agreement.
- 8) This Article will not in any way alter the call in procedures used in the Preschool, which are in accordance with Article 12.01 (b).



Agreed this \_\_\_ day of \_\_, \_\_\_

**SIGNED  
ON BEHALF OF THE UNION:**

Bernie M Way  
Mary Andros  
Simone Hansp  
Donaine Foth  
[Signature]  
\_\_\_\_\_

**SIGNED  
ON BEHALF OF THE EMPLOYER:**

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_

## APPENDIX "A" HOURLY WAGE RATES

Job Title	Sept. 1	Step 1	Step 2	Step 3
<b>Preschool Supervisor</b>				
	<b>2020</b>	25.36	26.46	27.46
	<b>2021</b>	25.96	27.06	28.06
	<b>2022</b>	26.56	27.66	28.66
	<b>2023</b>	27.96	29.06	30.06
<b>Preschool Teacher</b>				
	<b>2020</b>	21.39	22.28	23.16
	<b>2021</b>	21.99	22.88	23.76
	<b>2022</b>	22.59	23.48	24.36
	<b>2023</b>	23.99	24.88	25.76
<b>Preschool Substitute</b>				
	<b>2020</b>	18.33		
	<b>2021</b>	18.93		
	<b>2022</b>	19.53		
	<b>2023</b>	20.93		
<b>Family Enrichment Facilitator</b>				
	<b>2020</b>	25.36	26.46	27.46
	<b>2021</b>	25.96	27.06	28.06
	<b>2022</b>	26.56	27.66	28.66
	<b>2023</b>	27.96	29.06	30.06
<b>Drop In Assistant</b>				
	<b>2020</b>	18.33		
	<b>2021</b>	18.93		
	<b>2022</b>	19.53		
	<b>2023</b>	20.93		
<b>OSC Supervisor</b>				
	<b>2020</b>	21.21	21.67	22.09
	<b>2021</b>	21.81	22.27	22.69
	<b>2022</b>	22.41	22.87	23.29
	<b>2023</b>	23.81	24.27	24.69
<b>OSC LEADER PART-TIME/AUX</b>				
	<b>2020</b>	18.33		
	<b>2021</b>	18.93		
	<b>2022</b>	19.53		
	<b>2023</b>	20.93		

**Letter of Agreement  
Between  
HASTINGS COMMUNITY ASSOCIATION  
And  
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1936**




Re: Hours of work for employees working in the Out of School Care program

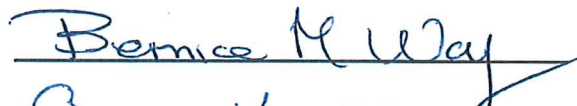
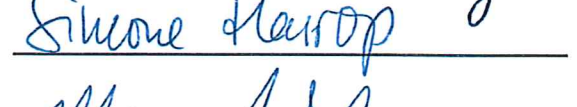
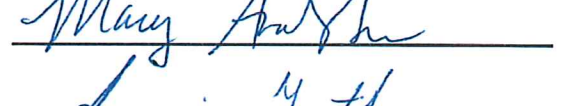
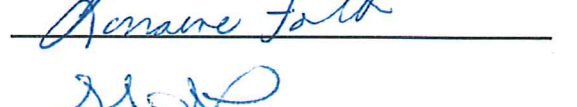

Notwithstanding Article 15.01 (b) Regular Daily Hours, employees working in the Out of School Care program will work hours that fall between 7:15am and 6:15pm.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

For Hastings Community Association:

For CUPE Local 1936:

  
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