

**Terms of Settlement for a Renewal Collective Agreement
Between the
SFU Child Care Society
And the
BC Government and Service Employees' Union**

The Parties agree to recommend for ratification to their principles the following terms of settlement for a three-year renewal collective agreement, effective April 1, 2009 and expiring March 31, 2012.

Current language to be deleted from the renewal collective agreement is identified by striking the language out. New language to be included in the renewal collective agreement is identified by underlining the new language. Current language not contemplated by these terms shall remain in the collective agreement without amendment.

These terms shall become effective upon the date of ratification unless otherwise specified.

10.2 Appointment of Arbitrator

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

- ~~Suzan Beattie~~
- Joan Gordon
- Rod Germaine
- Paula Butler
- Bob Pekeles

14.10 Additional Hours for Part-time Employees

Regular part-time employees shall be offered any additional hours available in the child care centre before casual employees, provided the additional hours do not result in overtime.

Regular part-time employees shall receive their regular wage for work performed in their own program.

18.5 Medical Confirmation

After sick leave of more than three (3) consecutive workdays, the Employer may request medical confirmation. Where an employee has been absent on sick leave for more than twelve (12) days in any twelve (12) month period, the Employer may request medical confirmation for any further sick leave absence, including absences of less than three (3) consecutive days, provided that such requests are made while the employee is on sick leave, or immediately following the employee's return to work.

Where the Employer requests medical confirmation, the Employer will pay for the cost of doctors' notes to a maximum of thirty-five dollars (\$35.00).

19.6 General Leave

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

(b) An employee returning from a general leave of absence shall provide the Employer with four weeks' notice of return to work. Upon return from leave of absence, the employee will be placed in his/her former position or where the position no longer exists in an equivalent position.

20.5 Benefit Plan

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

Upon the completion of maternity and/or parental leave, if an employee fails to return to work for a minimum of three months, the Employer will recover moneys monies paid under this article.

25.12 Class 4 Driver's License

Where the Employer requires that an employee obtain or renew a Class 4 driver's license, the Employer will pay for the cost of the required medical exam and the license fee.

30.3 Call-In Procedures

Qualified casual employees shall be called in order of seniority, in accordance with the following procedures:

(a) Qualified regular part-time and casual employees shall be called for available work in order of their seniority and availability, subject to the provisions of Clause 14.10.

(b) Casual employees shall submit in writing, by the first (1st) day of each month, their availability for the following month. The Employer shall only be obliged to call an employee for those days and shifts which the employee has declared their availability;

(c) Casual employees shall have the right to refuse one (1) shift per month. If a casual employee refuses six (6) shifts within a five (5) month period, she shall be removed from the casual call-in list and be deemed to have voluntarily terminated her employment. If a casual employee has worked less than two (2) shifts within a six (6) month period, she shall be removed from the casual call-in list and be deemed to have voluntarily terminated her employment.

31.1 Duration

This Agreement shall be binding and remain in effect until midnight, March 31, ~~2009~~ 2011.

31.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, ~~2008~~ 2011, but in any event not later than midnight, December 31, ~~2008~~ 2011.

(b) Where no notice is given by either party prior to December 31, ~~2008~~ 2011, both parties shall be deemed to have been given notice under this article on December 31, ~~2008~~ 2011.

All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

APPENDIX A – SALARY SCALE

Effective the first full payroll after the date of ratification, increase all wage rates by 7%.

SIGNING BONUS

Employees on the payroll as of the date of ratification shall be entitled to a signing bonus based upon the following:

- 1) Regular full-time employees shall be entitled to a signing bonus of \$2,100.00 prorated for partial service between March 30, 2009 and November 1, 2009;
- 2) Regular part-time employees shall be entitled to a signing bonus equivalent to regular full-time employees, prorated to the regular full-time hours of work;
- 3) Casual employees shall be entitled to a signing bonus equivalent to thirty-five cents (35¢) per hour for all hours worked between March 30, 2009 and November 1, 2009;
- 4) Bonus payments shall be made on or before the last pay day prior to December 25, 2009.

MOA #1 RE: JOB SHARING

1. Definition

Job sharing shall be defined as a voluntary work arrangement whereby the duties and responsibilities of one (1) full-time position may be shared in a manner that would accommodate two (2) employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. Any job sharing arrangement will not result in added costs to the Employer.

2. Application Process

The employees wishing to enter into a job share arrangement will apply in writing to the Employer and forward a copy to the Union outlining the proposed commencement date of the job share, how the hours and days of work will be shared and how communication and continuity of work will be maintained.

The Employer shall communicate a decision on a job share request in writing to the applicants. Applications to Job Sharing shall not be unreasonably denied.

3. Number of Employees

The Union and the Employer agree that no more than one (1) position in each program shall be covered by a Job Sharing Agreement at any one time.

No more than two (2) employees may share one (1) full-time position.

The position being shared shall remain a regular full-time position within the bargaining unit.

4. **Employee Wages and Benefits**

a) The job sharing arrangement shall be treated as a full-time position with respect to wages, paid holidays, leaves, vacation and health and welfare benefits and shall be prorated.

b) A job sharing partner will be entitled to have her name placed on the casual call-in list but will not be entitled to port her regular seniority to the casual call-in list. Where a job sharing partner has been called for a shift in any program, from the casual call-in list, she shall be paid the casual rate of pay for the hours so worked.

In the event that it is the Employer who requests or requires a job sharing partner work over and above her regular job sharing hours, in any program, she shall be paid her regular rate of pay for the hours so worked.

5. **Layoff and Recall**

Where a senior employee exercises her rights, as provided for in Article 13 of the collective agreement, the following will apply:

(a) where the two (2) employees involved in the Job Sharing Agreement are junior to the person exercising her rights under Article 13, then the senior employee shall be placed in the position;

(b) where the employee exercising her rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising her rights under Article 13 shall replace the junior employee;

(c) where an employee covered by this Memorandum of Understanding has been displaced pursuant to Article 13 of the collective agreement, she shall have the full rights as provided for under Article 13.

6. **Seniority**

Seniority for each job sharing partner shall continue based on hours worked.

7. **Termination**

If one (1) job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Article 24 of the collective agreement unless the remaining job sharing partner requests a full-time position.

If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing arrangement is terminated, the remaining job sharing partner shall be required to assume the full-time responsibilities in order to retain her job status.

**MOA #2 Re: SFU Supplementary Students
deleted**

**MOA #3 Re: Additional Funding
agreed to renew**

**MOA #4 Re: Program Coordinators and Senior Early Childhood Educators
agreed to renew**

MOA #2 RE Psychological Harassment (Bullying)

The Parties recognize the right of all employees of SFU Child Care Society to work in an environment free from psychological harassment. In order that all employees are aware of psychological harassment issues and employee rights and obligations with respect to psychological harassment, the Parties agree to the following:

1. A joint committee shall be struck with the following conditions:
 - a) The committee shall be comprised of two members appointed by the Employer and two members appointed by the Union. The committee shall have the right to call on additional persons for technical information and/or advice;
 - b) The committee shall meet during regular working hours. Union appointees shall attend meetings without loss of pay or seniority.
2. The mandate of the committee shall be as follows:
 - a) The committee shall provide policy recommendations to the SFU Child Care Society Board of Directors respecting psychological harassment in the workplace. The committee shall forward their policy recommendations prior to December 31, 2010.
 - b) The committee shall develop a learning program for all employees of the society which shall include written educational materials and a mandatory workshop module. The Union and the Employer shall equally share the cost of the educational materials.

The mandatory workshop module for all employees will be scheduled prior to December 31, 2010. The Union and the Employer shall equally share the cost of the venue and the workshop instructor if necessary.

- c) The committee shall conclude their work by June 30, 2011.

Signed October 28, 2009

Kayla Ahn
Pat Francis
Victoria Conger

DMiller
Msula Clark
Nita Pedersen
Patricia Bas