

**COLLECTIVE AGREEMENT**

**between**

**WEST KOOTENAY FAMILY AND CHILDCARE  
SERVICES SOCIETY**  
*Represented by CSSEA*

**and the**

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

**Effective from April 1, 1997 to March 31, 1998**



## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	1
<b>ARTICLE 1 - PREAMBLE</b> .....	1
1.1 Purpose of Agreement .....	1
1.2 Future Legislation .....	1
1.3 Conflict With Regulations .....	1
1.4 Use of Terms .....	1
1.5 No Discrimination .....	2
<b>ARTICLE 2 - DEFINITION OF EMPLOYEES</b> .....	2
2.1 Full-Time Employees .....	2
2.2 Part-Time Employees .....	2
2.3 Casual Employees .....	2
<b>ARTICLE 3 - UNION RECOGNITION AND RIGHTS</b> .....	3
3.1 Bargaining Unit Defined .....	3
3.2 Bargaining Agent Recognition .....	3
3.3 Correspondence .....	3
3.4 No Other Agreement .....	3
3.5 No Discrimination for Union Activity .....	3
3.6 Recognition and Rights of Stewards .....	3
3.7 Bulletin Boards .....	4
3.8 Union Insignia .....	4
3.9 Time Off for Union Business .....	4
3.10 Right to Refuse to Cross Picket Lines .....	4
3.11 Labour Code .....	5
3.12 Emergency Services .....	5
<b>ARTICLE 4 - UNION SECURITY</b> .....	5
<b>ARTICLE 5 - CHECK-OFF OF UNION DUES</b> .....	5
<b>ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES</b> .....	6
<b>ARTICLE 7 - EMPLOYER'S RIGHTS</b> .....	6
<b>ARTICLE 8 - EMPLOYER/UNION RELATIONS</b> .....	6
8.1 Representation .....	6
8.2 Union Bargaining Committee .....	6
8.3 Union Representatives .....	6
8.4 Labour Management Committee .....	7
8.5 Technical Information .....	7
<b>ARTICLE 9 - GRIEVANCES</b> .....	7
9.1 Grievance Procedure .....	7

9.2	Step 1.....	8
9.3	Time Limits to Present Initial Grievance .....	8
9.4	Step 2.....	8
9.5	Time Limit to Reply to Step 2.....	8
9.6	Step 3.....	9
9.7	Time Limit to Reply at Step 3 .....	9
9.8	Failure to Act .....	9
9.9	Time Limit to Submit to Arbitration .....	9
9.10	Amending of Time Limits .....	9
9.11	Dismissal or Suspension Grievance .....	9
9.12	Deviation from Grievance Procedure.....	9
9.13	Policy Grievance.....	10
9.14	Technical Objections to Grievances .....	10
<b>ARTICLE 10 - ARBITRATION.....</b>		<b>10</b>
10.1	Notification .....	10
10.2	Appointment of the Arbitrator.....	10
10.3	Board Procedure .....	10
10.4	Decision of Arbitrator.....	10
10.5	Disagreement on Decision.....	11
10.6	Expenses of Arbitrator.....	11
10.7	Amending Time Limits.....	11
10.8	Witnesses .....	11
10.9	Expedited Arbitration .....	11
<b>ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE .....</b>		<b>12</b>
11.1	Procedure .....	12
11.2	Dismissal and Suspension .....	12
11.3	Burden of Proof .....	12
11.4	Right to Grieve Other Disciplinary Action .....	12
11.5	Evaluation Reports.....	13
11.6	Personnel File .....	13
11.7	Right to Have Union Representative Present.....	13
11.8	Abandonment of Position .....	13
11.9	Probation for Newly Hired Employees .....	13
<b>ARTICLE 12 - SENIORITY .....</b>		<b>14</b>
12.1	Seniority Defined.....	14
12.2	Seniority List.....	14
12.3	Loss of Seniority .....	14
12.4	Re-employment.....	15
12.5	Bridging of Service.....	15
<b>ARTICLE 13 - LAYOFF AND RECALLS .....</b>		<b>15</b>
13.1	Definition of Layoff.....	15
13.2	Layoff.....	15
13.3	Recall.....	16
13.4	Advance Notice.....	16

13.5	Severance Pay Option.....	16
13.6	Grievance on Layoffs and Recalls .....	16
13.7	Pre-Layoff Canvass.....	16
13.8	Worksite Closure .....	17
13.9	No New Employees .....	17
<b>ARTICLE 14 - HOURS OF WORK.....</b>		<b>17</b>
14.1	Definition .....	17
14.2	Hours of Work .....	17
14.3	Shift Schedules .....	17
14.4	Meal Periods .....	18
14.5	Flextime .....	18
14.6	Rest Periods .....	18
<b>ARTICLE 15 - SHIFTS.....</b>		<b>19</b>
15.1	Exchange of Shifts .....	19
<b>ARTICLE 16 - OVERTIME .....</b>		<b>19</b>
16.1	Definition .....	19
16.2	Overtime Compensation .....	19
16.3	Overtime Entitlement.....	19
16.4	Recording of Overtime .....	19
16.5	Sharing of Overtime.....	20
16.6	Callback Provisions .....	20
16.7	Right to Refuse Overtime .....	20
16.8	No Layoff to Compensate for Overtime .....	20
16.9	Rest Interval .....	20
16.10	Overtime for Part-time Employees.....	20
16.11	Authorization and Application of Overtime .....	20
<b>ARTICLE 17 - HOLIDAYS .....</b>		<b>21</b>
17.1	Paid Holiday.....	21
17.2	Designated Holidays Coinciding with Scheduled Days Off .....	21
17.3	Compensation for Work on Designated Holidays .....	21
17.4	Holiday Coinciding With a Day of Vacation.....	21
17.5	Paid Holiday Pay .....	22
17.6	Christmas Scheduling.....	22
17.7	Eligibility .....	22
<b>ARTICLE 18 - ANNUAL VACATIONS .....</b>		<b>22</b>
18.1	Definitions.....	22
18.2	Vacation Entitlement - Regular Employees.....	22
18.3	Vacation Credits Upon Death .....	23
18.4	Accumulation of Vacation.....	23
18.5	Vacation Schedules.....	23
18.6	Vacation Preference.....	23
18.7	Vacation Relief.....	23
18.8	Approved Leave of Absence With Pay During Vacation.....	24

18.9	Callback on Vacation.....	24
18.10	Paycheques.....	24
<b>ARTICLE 19 - SICK LEAVE .....</b>		<b>24</b>
19.1	Sick Leave Entitlement.....	24
19.2	Employee to Inform Employer .....	24
19.3	Parent Leave.....	24
19.4	Sick Leave Records .....	25
19.5	Medical and Dental Appointments.....	25
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVE.....</b>		<b>25</b>
20.1	Bereavement Leave.....	25
20.2	Special Leave .....	25
20.3	Full-time Union or Public Duties .....	26
20.4	Leave for Court Appearances.....	26
20.5	Elections.....	26
20.6	General leave .....	26
<b>ARTICLE 21 - MATERNITY, AND PARENTAL LEAVE .....</b>		<b>27</b>
21.1	Maternity Leave.....	27
21.2	Parental Leave.....	27
21.3	Leave Without Pay .....	28
21.4	Aggregate Leave .....	28
21.5	Return from Leave .....	28
21.6	Benefit Plan.....	28
21.7	Seniority Rights on Reinstatement.....	28
21.8	Sick Leave Credits.....	28
<b>ARTICLE 22 - HEALTH AND SAFETY .....</b>		<b>29</b>
22.1	Conditions .....	29
22.2	Working Environment .....	29
22.3	Safety Committee .....	29
22.4	Unsafe Work Conditions .....	29
22.5	Workplace Aggression .....	29
22.6	Injury Pay Provision .....	30
22.7	Transportation of Accident Victims.....	30
22.8	Communicable Diseases.....	30
22.9	Protective Clothing and Supplies .....	30
22.10	Video Display Terminals.....	30
<b>ARTICLE 23 - SERVICE CAREER POLICY.....</b>		<b>31</b>
23.1	Job Postings .....	31
23.2	Hiring Committee .....	31
23.3	Appointment Policy.....	31
23.4	Information in Postings.....	31
23.5	Trial Period .....	32
23.6	Notification to Employee and Union .....	32
23.7	Right to Grieve.....	32

23.8	Vacation Letters.....	32
23.9	Filling of Temporary Vacancies.....	32
<b>ARTICLE 24 - CAREER DEVELOPMENT.....</b>		<b>32</b>
24.1	Purpose.....	32
24.2	Joint Committee - Roles and Responsibilities .....	33
24.3	Course Leave .....	33
<b>ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>33</b>
25.1	Equal Pay .....	33
25.2	Rate of Pay.....	33
25.3	Substitution Pay.....	33
25.4	Rate of Pay on Reclassification or Promotion .....	34
25.5	Pay on Temporary Assignment .....	34
25.6	Reclassification of Position.....	34
25.7	Use of an Employee's Car.....	34
25.8	Meal Allowance.....	34
25.9	Travel Advance.....	34
25.10	Salary Rate Upon Employment.....	34
25.11	Child in Daycare .....	34
<b>ARTICLE 26 - EMPLOYEE BENEFITS .....</b>		<b>35</b>
26.1	Dental Plan.....	35
26.2	Extended Health Care Plan.....	35
26.3	Insurance .....	35
26.4	Long Term Disability .....	35
26.5	Legislative Changes.....	35
26.6	Medical Examination.....	35
<b>ARTICLE 27 - GENERAL CONDITIONS .....</b>		<b>35</b>
27.1	Damage to Personal Property .....	35
27.2	Supply and Maintenance of Equipment.....	36
27.3	Indemnity .....	36
27.4	Copies of Agreement .....	36
27.5	Contracting Out.....	36
27.6	Personal Duties .....	36
27.7	Payroll Deductions.....	36
27.8	Client Confidentiality .....	36
27.9	Administration of Medication .....	36
<b>ARTICLE 28 - HARASSMENT .....</b>		<b>37</b>
28.1	Sexual Harassment.....	37
28.2	Personal Harassment.....	37
28.3	Harassment Complaint Procedure.....	38
<b>ARTICLE 29 - TERM OF AGREEMENT .....</b>		<b>39</b>
29.1	Duration .....	39
29.2	Notice to Bargain.....	39

29.3	Commencement of Bargaining.....	39
29.4	Changes in Agreement.....	39
29.5	Effective Date of Agreement.....	39
29.6	Agreement to Continue in Force .....	39
<b>APPENDIX A - SALARY SCHEDULE .....</b>		<b>41</b>
<b>APPENDIX B - ARBITRATORS.....</b>		<b>42</b>
<b>MEMORANDUM OF UNDERSTANDING #1 - SHIFT SCHEDULES .....</b>		<b>43</b>
<b>MEMORANDUM OF UNDERSTANDING #2 - RELIGIOUS HOLIDAYS .....</b>		<b>44</b>
<b>MEMORANDUM OF UNDERSTANDING #3 - JOB SHARING .....</b>		<b>45</b>

**DEFINITIONS**

For the purpose of this Agreement

- (1) "*Employer*" - means the West Kootenay Family and Childcare Services Society.
- (2) "*Union*" - means the B.C. Government and Service Employees' Union.
- (3) "*Employee*" - means a person employed by the Employer who is a member of the bargaining unit.

**ARTICLE 1 - PREAMBLE**

**1.1 Purpose of Agreement**

- (a) The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both Parties to cooperate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.
- (b) The Parties to this Agreement share a desire to improve the quality of service to the public of British Columbia. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of WKF&CSS service in which members of the bargaining unit are employed.

**1.2 Future Legislation**

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

**1.3 Conflict With Regulations**

In the event that there is a conflict between the contents of the Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

**1.4 Use of Terms**

- (a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

- (b) *Singular or Plural*

Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

### **1.5 No Discrimination**

The Parties hereto subscribe to the principles of the Human Rights Act 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 of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or criminal or summary conviction that is unrelated to the employment of that person.

## **ARTICLE 2 - DEFINITION OF EMPLOYEES**

### **2.1 Full-Time Employees**

A full-time employee is one who is appointed to a full time position and is regularly scheduled to work full-time shifts. A full-time employee is entitled to all benefits outlined in this Agreement.

### **2.2 Part-Time Employees**

A permanent part-time employee is one who is appointed to a permanent part-time position and who works less than the number of hours constituting full-time employment.

The Employer agrees that qualified permanent part-time employees shall be given the opportunity to work additional hours, up to the amount for which overtime becomes payable, before any additional temporary or casual employees are hired.

### **2.3 Casual Employees**

- (a) A casual employee is one who is employed for relief purposes, or for work which is not scheduled on a regular basis.
- (b) The Employer shall maintain a seniority list of casual employees which shall be posted every three (3) months.
- (c) Casual employees shall accumulate seniority within a work unit/location after having worked 210 hours on the basis of all hours worked at straight time.
- (d) Casual employees shall be called for work, provided they are qualified, in order of seniority within the a work unit/location.
- (e) Casual employees shall lose their seniority if they refuse work on three (3) consecutive occasions in a three (3) month period or if they are on layoff for more than twelve (12) months.
- (f) Casual employees are covered by the provisions of the Agreement except the following Articles: 12, 13, 16, 17, 18, 19, 20, 24 and 26.
- (g) Casual employees shall receive four percent (4%) vacation pay.
- (h) Casual employees shall be compensated for a designated paid holiday where they have worked at least fifteen (15) of the thirty (30) days immediately preceding the holiday. Compensation shall be

prorated based on the casual employee's average daily straight time pay for the days worked in the thirty (30) days period immediately preceding the holiday. This clause does not apply to employees who have been terminated. A casual employee who is qualified to receive compensation for the holiday and who is required to work on that day shall receive pay at the time and one-half (1½) for the hours worked on the paid holiday.

### **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

#### **3.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board as of April 10, 1991, except the Executive Director and those excluded by mutual agreement of the Parties or by the Labour Relations Board.

#### **3.2 Bargaining Agent Recognition**

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

#### **3.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement, shall be sent to the President of the Union or designate. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employees in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President of the Union or designate.

#### **3.4 No Other Agreement**

No employees covered by this Agreement shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

#### **3.5 No Discrimination for Union Activity**

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

#### **3.6 Recognition and Rights of Stewards**

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

A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

The duties of stewards shall include:

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

### **3.7 Bulletin Boards**

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### **3.8 Union Insignia**

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer Union shop cards, for the Employer's places of operation, to be displayed at a mutually agreed place on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

### **3.9 Time Off for Union Business**

- (a) Leave of absence, without pay and without loss of seniority, will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee and to carry on negotiations with the Employer;
  - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board.
- (b) Employees requesting leaves of absences shall obtain the authorization of the Employer at least fourteen (14) days prior to the commencement of the leave. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (c) To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs.

### **3.10 Right to Refuse to Cross Picket Lines**

(a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.

(b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

**3.11 Labour Code**

The Parties hereto subscribe to the principles of the Labour Code of British Columbia.

**3.12 Emergency Services**

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

**ARTICLE 4 - UNION SECURITY**

(a) All employees in the bargaining unit who on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

(b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee.

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

**ARTICLE 5 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the gross salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of the Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1st of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form the regular monthly dues payable to the Union by a member of the Union.

#### **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his steward. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - EMPLOYER'S RIGHTS**

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

#### **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

##### **8.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

##### **8.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union together with the President of the Union or designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### 8.3 Union Representatives

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

(b) Upon receipt of written request, the Employer may allow time on the agenda of any course, seminar, workshop or staff meeting held by the Employer for a Staff Representative from the Union to speak.

### 8.4 Labour Management Committee

(a) There shall be established a Labour/Management Committee composed of two (2) Union representatives and two (2) Employer representatives. The Parties may mutually agree to increase the size of the Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad-hoc" committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

(b) The Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee. The Union may include the Area Staff Representative in their committee.

(c) An Employer representative and a Union representative shall alternate in presiding over meetings.

(d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(e) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing grievances and misunderstanding.

### 8.5 Technical Information

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

## ARTICLE 9 - GRIEVANCES

### 9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit,

shall be resolved in accordance with the following procedures.

### 9.2 Step 1

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

### 9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a written grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 9.4, must do so not later than twenty-one (21) days after the date:

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

### 9.4 Step 2

- (a) Subject to the time limits in Section 9.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the Article or Articles of the Agreement violated or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with the grievance at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**9.5 Time Limit to Reply to Step 2**

- (a) Within ten (10) days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) days of receiving the grievance at Step 2.

**9.6 Step 3**

The President of the Union, or his designate, may present a grievance at Step 3:

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

**9.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

**9.8 Failure to Act**

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

**9.9 Time Limit to Submit to Arbitration**

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

- (a) fourteen (14) days after the Employer's decision has been received;
- (b) fourteen (14) days after the Employer's decision is due.

**9.10 Amending of Time Limits**

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

**9.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration, within twenty-one (21) days of the date on which the dismissal occurred, or within twenty-one (21) days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within ten (10) days of the date on which the suspension occurred, or within (10) days of the employee receiving notice of suspension.

### **9.12 Deviation from Grievance Procedure**

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

### **9.13 Policy Grievance**

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within twenty-one (21) days of the occurrence.

Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 10.

### **9.14 Technical Objections to Grievances**

It is the intent of both Parties of this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an 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 according to equitable principles and the justice of the case.

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9, notify the other Party within fourteen (14) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### **10.2 Appointment of the Arbitrator**

When a Party has requested that a grievance be submitted to arbitration, an Arbitrator shall be selected on a rotating basis subject to their availability from the agreed upon list outlined in Appendix B.

### **10.3 Board Procedure**

The arbitrator may determine his own procedure in accordance with the Labour Code and shall give full opportunity to all Parties to present evidence and make representations. He shall hear and determine the

difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.

#### **10.4 Decision of Arbitrator**

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

#### **10.5 Disagreement on Decision**

Should either Party disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

#### **10.6 Expenses of Arbitrator**

Each Party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

#### **10.7 Amending Time Limits**

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

#### **10.8 Witnesses**

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

#### **10.9 Expedited Arbitration**

(a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) work days;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a Party intends to raise a preliminary objection; and
- (8) demotions.

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

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

## **ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **11.1 Procedure**

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

### **11.2 Dismissal and Suspension**

- (a) The Employer, or any specifically authorized representative of the Employer, may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, he/she shall be given the reason in writing, in the presence of a steward providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice shall be forwarded to the President of the Union or the designated staff representative within five (5) working days.
- (b) A suspension of indefinite duration shall be considered a dismissal under 11.2 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as dismissal grievance.

### **11.3 Burden of Proof**

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

### **11.4 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by the employee, shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.
- (d) At the employees' written request any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **11.5 Evaluation Reports**

Where a formal evaluation of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall, upon request, receive a copy of this evaluation report at the time of signing. An employee evaluation shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

### **11.6 Personnel File**

- (a) An employee or the President of the Union or his designate, with the written authority of the employee, shall be entitled to review an employee's personnel file, in the presence of a designated management representative, in order to facilitate the investigation of a formal grievance. The employee or the President, as the case may be, shall give the Employer seven (7) working days notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

### **11.7 Right to Have Union Representative Present**

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

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

### **11.8 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his absence will be presumed to have abandoned his position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **11.9 Probation for Newly Hired Employees**

(a) All new employees will be subject to a probationary period equivalent to four hundred (400) hours worked as based on the normal hours of work of a full-time regular employee. If required the Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed four hundred (400) hours.

(b) The Employer may reject an employee during the probationary period based on a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this Agreement commencing at Step 3.

## **ARTICLE 12 - SENIORITY**

### **12.1 Seniority Defined**

(a) "*Service seniority*" means an employee's length of service with the Employer. Employees shall be credited with service seniority equivalent to their length of continuous service with the Employer prior to signing of this Agreement. Service seniority for a part-time employee shall be prorated on the basis of one (1) year's service seniority based on the equivalent annual hours of work for a full-time employee.

(b) When two (2) or more employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### **12.2 Seniority List**

(a) The Employer will prepare once every six (6) months an up-to-date seniority list containing the following information pertaining to its regular employees:

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

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

(c) The Employer will provide the Union with a copy of same.

### **12.3 Loss of Seniority**

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days duration. An employee shall continue to accrue seniority if he/she is absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer, or leaves under Article 3.9. An employee shall lose his/her seniority only in the event that:

- (a) he/she is discharged for just cause;
- (b) subject to 12.5, he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff more than one (1) year;
- (d) upon being notified by the Employer by registered mail at his/her last known address that he is recalled from layoff, he fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days;
- (e) he/she is permanently promoted for an excluded position and has passed probation.

### **12.4 Re-employment**

An employee who resigns his/her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

### **12.5 Bridging of Service**

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

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## ARTICLE 13 - LAYOFF AND RECALLS

### 13.1 Definition of Layoff

"Layoff" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where work should become available, employees will be recalled in accordance with Article 13.

### 13.2 Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification within a work location in the reverse order of seniority. An employee affected by a layoff may displace an employee who has less seniority provided he/she has the necessary qualifications and ability to fill the position and that the change would not constitute a promotion.

(a) Displacement rights must be exercised within five (5) days of notification of layoff by providing written notice to the Employer.

(b) It is understood that the employee who displaces shall receive the rate of pay for the new position.

### 13.3 Recall

(a) Employees shall be recalled within a classification in order of seniority provided they are qualified and are able to perform the duties.

(b) The recall period shall be twelve (12) months.

### 13.4 Advance Notice

The Employer shall notify employees, who are to be laid off, ten (10) working days prior to the effective date of the layoff. If the employee has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

### 13.5 Severance Pay Option

Employees who, as a result of this Article, are displaced from their employment may, instead of being placed on the recall list, elect severance pay in accordance with the following conditions:

(a) The employee shall received one (1) weeks' pay at the employee's current rate for each completed year of service to a maximum of twelve (12) weeks' pay.

(b) The employee electing severance pay must do so in writing prior to the day of lay-off.

(c) Once an employee has accepted severance pay, the employee will, at the commencement of the date of layoff, be discharged from employment with the Employer.

### 13.6 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

### **13.7 Pre-Layoff Canvass**

(a) Where the Employer identifies to the Union a need to proceed with a layoff of employees pursuant to Article 13, the Employer may prior to the layoff of employees under Article 13, canvass employees in order to invite:

- (1) placement into a vacant regular position;
- (2) resignation with severance as provided for in Article 13; or
- (3) where eligible, early retirement.

(b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees within the area identified for reduction and to the Union of the Pre-Layoff Canvass.

### **13.8 Worksite Closure**

Where the Employer closes a worksite or where a worksite is taken over by a different organization, and the Employer offers positions to all or part of the staff affected, the following shall apply:

- (a) those employees who are offered positions shall not have access to Article 13 of this Collective Agreement;
- (b) employees who accept a position and are placed in a lower classification shall have their salary protected by Article 25.6;
- (c) if the downward classification lasts longer than three (3) months as specified in Article 25.6 no employee shall suffer more than a ten percent (10%) reduction in their basic pay;
- (d) an employee who is classified downward as per (c) above shall be placed in the first vacancy available in his/her former classification.

### **13.9 No New Employees**

New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Definition**

For the purpose of this Article, "*day*" means a twenty-four (24) hour period commencing at 00:01 hours; "*week*" means a period of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours the following Sunday.

## 14.2 Hours of Work

- (a) The hours of work of a regular full time employee will normally be seven and one-half (7½) hours per day, exclusive of a one-half (½) hour unpaid meal period, and an average of thirty seven and one-half (37½) hours per week except for (b) below;
- (b) The hours of work of a regular full time Administrative Support employee, Childcare Resource and Referral employee and the Services for Student Parents Coordinator will normally be seven (7) hours per day, exclusive of one-half (½) hour unpaid meal period, and an average of thirty five (35) hours per week.
- (c) Where a casual employee is called to work but is informed on arrival at the work site he/she will not be required to work that shift, the employee is entitled to a minimum of two (2) hours pay. Where a casual employee is called to work, begins his/her duties and is subsequently informed he/she will not be required to work the full shift, the employee is entitled to a minimum of four (4) hours pay.

## 14.3 Shift Schedules

- (a) Shift schedules shall be posted.
- (b) In the event a change to the shift schedule is needed, the change shall be posted seventy-two (72) hours in advance of the start time of the new schedule.
- (c) If the schedule is changed with less notice as provided in (b) above, a premium pay of fifty cents (50¢) per hour shall be paid for all hours worked on the first shift of the new schedule.
- (d) There shall be no split shifts except as noted in Memorandum of Understanding # 1.

## 14.4 Meal Periods

- (a) All employees who work five (5) or more consecutive hours per day shall receive an unpaid lunch period of one-half(½) hour. The lunch period shall be scheduled as close as possible to the middle of the employee's shift.
- (b) An employee shall be entitled to take his/her meal period away from the work station. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked, and included in the work schedule or compensated for at applicable overtime rates.

## 14.5 Flextime

- (a) For the purpose of this Agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
  - (1) choose their starting and finishing times; and
  - (2) choose their length of work day within a stated maximum number of hours, subject to meeting the required hours of work in accordance with this Agreement, through a specified averaging period.

- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.
- (c) The averaging period for those employees on flextime shall be seventy (70) hours per two (2) week period.
- (d) The work day for those employees on flextime shall not exceed ten (10) hours.

#### **14.6 Rest Periods**

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

### **ARTICLE 15 - SHIFTS**

#### **15.1 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **ARTICLE 16 - OVERTIME**

#### **16.1 Definition**

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee:
  - (i) in excess of scheduled daily hours of a full-time employee;
  - (ii) maximum daily hours for those employees on flextime, or;
  - (iii) the agreed averaging period.
- (b) "*Straight time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight time rate.
- (d) "*Double-time*" means twice the straight time rate.
- (e) "*Double-time and one-half*" means two and one-half times (2½x) the straight time rate.

#### **16.2 Overtime Compensation**

Overtime shall be compensated at the following rates:

- (1) time and one-half for the first three (3) hours of overtime on a regularly scheduled work day; and

- (2) double-time for all hours worked in excess of (a) or on a day of rest.
- (3) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

### **16.3 Overtime Entitlement**

- (a) Overtime compensation for work performed by regular employees outside of regularly scheduled shifts, shall be in compensatory time off. Compensatory time off must be taken at a time mutually agreed between the Employer and the employee. Compensatory time off which is earned must be taken off by the end of the next year.

### **16.4 Recording of Overtime**

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

### **16.5 Sharing of Overtime**

Overtime shall be distributed as equitably as possible among the employees who normally perform the work.

### **16.6 Callback Provisions**

An employee called back to work after completing a normal day's work or from a normal day off or from vacation shall be paid at the rates outlined in Article 16.2 above and will be paid for a minimum of four (4) hours.

### **16.7 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action, except when required to work such overtime in emergency or urgent situations.

### **16.8 No Layoff to Compensate for Overtime**

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

### **16.9 Rest Interval**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of his/her next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which fall within the eight (8) hour period.

### **16.10 Overtime for Part-time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### **16.11 Authorization and Application of Overtime**

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

Employees working in more than one program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

Pre-authorization for overtime will be considered given by the Employer when an employee is fulfilling Provincial Staff/Child ratio licensing requirements.

## **ARTICLE 17 - HOLIDAYS**

### **17.1 Paid Holiday**

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

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

(b) Any day proclaimed as a holiday by the federal, provincial, or municipal governments shall be deemed as a designated holiday.

(c) In addition to the above paid holidays, each employee shall be entitled to a paid half day holiday on each of Christmas Eve Day and New Year's Eve Day, if they fall on a day that the employee is scheduled and required to work, to the equivalent of one (1) full paid shift.

### **17.2 Designated Holidays Coinciding with Scheduled Days Off**

When a designated holiday falls on the regular day off of an employee who qualifies for the holiday, the employee shall chose either to be granted an equivalent time off without loss of pay or to be paid for the equivalent time off at regular straight time. The time at which the equivalent time off shall be taken is to be determined by the employee subject to the approval of the Employer which shall not be unreasonably withheld.

### **17.3 Compensation for Work on Designated Holidays**

(a) An employee who is required to work on a designated holiday shall choose one of the following methods of compensation:

- (1) paid at the rate of time and one-half for the hours worked and receive an equivalent number of hours off with pay;
- (2) paid at regular straight time rate and receive one and one-half times the number of hours worked off with pay;
- (3) paid at the rate of double-time and one-half (2½) for the number of hours worked.

(b) The time at which an additional time off for which an employee is eligible by virtue of subparagraph (a) above, shall be determined by the employee subject to the approval of the Employer which shall not be unreasonably withheld.

#### **17.4 Holiday Coinciding With a Day of Vacation**

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

#### **17.5 Paid Holiday Pay**

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days preceding his/her holiday, in which case he shall receive the higher pay.

#### **17.6 Christmas Scheduling**

- (a) Scheduling of work during the scheduled Christmas break for School District 7 will be established by the Employer, in consultation with the employees, according to the day care requirements of this period.
- (b) If no service is required (i.e., no child at all needs service) then the Centre will be closed. If reduced service will suffice, necessary arrangements will be made so that employees shall be given paid leave on these days. Employees not required to work shall use accumulated vacation leave, CTO, or lieu days on these days.
- (c) Employees shall be notified of the potential work schedule for the Christmas break as far in advance as possible.

#### **17.7 Eligibility**

- (a) *Full-time and Part-time Employees*

Full-time and part-time employees, following thirty (30) calendar days of continuous service, shall be eligible for the paid holidays described in 17.1 above.

- (b) *Casual Employees*

A casual employee shall receive pay for designated holidays only where required by law. If a casual employee is required to work on a statutory holiday, the employee shall be compensated in accordance with Article 17.3 above.

## ARTICLE 18 - ANNUAL VACATIONS

### 18.1 Definitions

"*Calendar Year*" - shall mean the twelve (12) month period running from the first day of January to the 31st day of December inclusive.

### 18.2 Vacation Entitlement - Regular Employees

Full-time and part-time employees shall receive an annual vacation with pay on the following basis:

- (a) from the employee's start date until the end of the first calendar year of employment the employee is entitled to one and one-quarter (1¼) working days for each month worked, with the right to take vacation days as they are accumulated;
- (b) for employees in their second calendar year of service, employees are entitled to three (3) work weeks off as vacation;
- (c) for employees in their third and fourth calendar year of service, employees are entitled to four (4) work weeks off as vacation;
- (d) for employees in their fifth and sixth calendar year of service, employees are entitled to five (5) work weeks off as vacation;
- (e) after seven (7) years of continuous service, an employee shall be entitled to thirty (30) working days off as vacation.

### 18.3 Vacation Credits Upon Death

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

### 18.4 Accumulation of Vacation

Employees shall be entitled to accumulate a maximum of one (1) week of vacation annually into a vacation credit bank. Should the employee wish to take greater than the normal entitlement of vacation in one (1) calendar year, the employee must request, in writing, this of the Employer three (3) months before such vacation is planned. The Employer shall not unreasonably withhold this request but reserves the right to ensure that adequate staffing is maintained.

### 18.5 Vacation Schedules

- (a) Employees shall draw up a vacation schedule before April 1 of each calendar year.

- (b) Employee(s) who do not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (d) The vacation schedule may be changed at the request of the employee(s) and the mutual consent of any employee who is affected by the change.

**18.6 Vacation Preference**

- (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within each work unit.
- (b) Regular vacations shall have priority over vacation time carried over under the provisions of 18.5.
- (c) Subject to the maintenance of adequate staffing levels, it is the intent of the Parties that no employee shall be restricted in the time of year she/he chooses to take vacation entitlement.

**18.7 Vacation Relief**

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in higher paying positions, provided the employee is qualified to perform the duties of the job and arrange for staff replacements at the lowest paying category.

**18.8 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during his/her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this section shall only apply when the period of illness or injury is in excess of two (2) days and a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

**18.9 Callback on Vacation**

Employees who have commenced their annual vacation shall not be called back to work, unless they agree.

**18.10 Paycheques**

Whenever possible employees may upon giving fifteen (15) calendar days notice in writing, receive on the last working day preceding commencement of their vacation, any cheques which normally fall due during the period of their vacation.

**ARTICLE 19 - SICK LEAVE****19.1 Sick Leave Entitlement**

- (a) Any full-time employee who has earned at least half of his/her calendar month's pay shall earn sick leave credits at the rate of two (2) days per month to a maximum of twenty four (24) days.
- (b) A part-time employee shall be entitled to sick leave credits on a pro rata basis.
- (c) Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at his regular rate of pay to cover waiting period required for Employment Insurance Sick benefits.
- (d) For the purpose of this Article temporary employees who have completed six (6) months of continuous service shall be treated as if they were full-time or part-time employees as applicable.

### **19.2 Employee to Inform Employer**

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

### **19.3 Parent Leave**

An eligible employee may use accumulated paid sick leave entitlement to provide care for a child or legal dependent under the care of the employee should the child or legal dependent become ill. A maximum of five (5) accumulated paid sick leave days may be used for each such occurrence unless the employee satisfies the Employer that during the child's or dependent's illness, the employee is solely responsible for the care of the child or the dependant, in which case the employee shall be entitled to use up an additional five (5) days of paid sick leave entitlement per calendar year to care for the child or dependent.

### **19.4 Sick Leave Records**

Upon request, an employee shall be advised of the balance of his/her sick leave credits.

### **19.5 Medical and Dental Appointments**

Where it is not possible to schedule medical and/or dental appointments outside regular scheduled working hours absence from work for medical and dental appointments shall be deducted from an employee's accumulated paid sick leave entitlement.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Bereavement Leave**

- (a) For the purposes of this section, "*immediate family*" shall mean spouse, parent, child, brother, sister, common-law spouse, grandparent, mother-in-law, father-in-law and grandchild.
- (b) In the event of a death in the immediate family of a full-time or part-time employee, the employee on request will be entitled to three (3) consecutive working days leave of absence with pay to make arrangements for or to attend the funeral.

- (c) Upon request of the employee, the Employer may grant an additional two (2) days of paid leave where travelling is such that the three (3) days provided above is inadequate. Such requests will not be unreasonably withheld.
- (d) The Employer may request evidence to substantiate a request for bereavement leave.
- (e) In the event of the death of the employee's son-in-law, daughter-in-law, sister-in-law, or brother-in-law, the employee shall be entitled to special leave for one(1) day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## **20.2 Special Leave**

- (a) A full-time or part-time employee shall be entitled to special leave at the employee's regular rate of pay in accordance with the following:
  - (1) birth or adoption of employee's child - one (1) working day;
  - (2) attendance at the employee's formal hearing or ceremony to attain Canadian citizenship - one (1) working day;
  - (3) marriage of employee - day of wedding;
  - (4) moving the household of employee - one (1) working day.
- (b) In the case of 2, 3 and 4 above, the employee shall be required to provide the Employer with two (2) weeks' advance notice.
- (c) The Employer may, in its complete discretion, extend the above benefits to casual employees.

## **20.3 Full-time Union or Public Duties**

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

- (a) for employees to seek election in a municipal, provincial, or federal election, for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of two (2) years and shall be renewed upon request of the Union.

## **20.4 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he is aware that such leave is required.

## **20.5 Elections**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

## **20.6 General leave**

- (a) An employee may request a leave of absence, without pay, and such request shall be submitted, in writing to the Employer for approval. Except for unforeseen circumstances, all requests for leave of absence shall be submitted in writing one (1) month in advance of the date the leave is to commence.
- (b) All requests for leave of absence shall be considered on the basis of the purpose of the leave and operational requirements of the Employer and must be approved in writing prior to the commencement date of such leave. Refusal for such leave must be written with reasons for the refusal stated.

Approval for such leaves shall not be unreasonably withheld.

## **ARTICLE 21 - MATERNITY, AND PARENTAL LEAVE**

Employees who have completed six (6) months of continuous employment are eligible for unpaid leave of absence from employment subject to the conditions in this Article. Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks notice of such change unless there is a valid reason why such notice cannot be given.

### **21.1 Maternity Leave**

- (a) The employee will be granted leave for a period of not longer than eighteen (18) weeks.

- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery.
- (c) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (e) Maternity may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

## **21.2 Parental Leave**

- (a) Upon application, an employee shall be granted leave of absence for up to twelve (12) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees shall be granted parental as follows:
  - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 21;
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child;
  - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (c) If the new-born child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

## **21.3 Leave Without Pay**

All leave taken under Article 21 is Leave Without Pay.

## **21.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by one an employee under Article 21.1 and 21.2 in respect of the birth or adoption of any one child shall not exceed thirty-two (32) weeks except as provided under Article 21.1(e). Where an employee is granted total maternity leave under Articles 21.1(a) and 21.1(e) of greater than thirty-two (32) weeks, the employee shall not be entitled to parental leave under Article 21.2.

## **21.5 Return from Leave**

On return from leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

### **21.6 Benefit Plan**

If an employee maintains coverage for benefits as per Article 27 while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

### **21.7 Seniority Rights on Reinstatement**

(a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority he/she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period of time covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which his/her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if he/she does not return to work after having applied for re-employment.

### **21.8 Sick Leave Credits**

Prior to the commencement of maternity leave, illness arising due to pregnancy may be charged to normal sick leave credits.

## **ARTICLE 22 - HEALTH AND SAFETY**

### **22.1 Conditions**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

### **22.2 Working Environment**

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

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

### **22.3 Safety Committee**

The Parties agree that a Joint Occupational Health and Safety Committee will be established and will govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act. The Committee will meet at regular intervals to be determined by the Committee to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. It is agreed that the Joint Labour/Management Committee shall be established as the Joint Occupational Health and Safety Committee.

### **22.4 Unsafe Work Conditions**

No employee shall be disciplined for exercising his/her right to refuse to do unsafe work pursuant to Section 8.24 of the Industrial Health and Safety Regulations.

### **22.5 Workplace Aggression**

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

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

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

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

Where repeated incidents of physical aggression or verbal abuse occur, the Occupational Health & Safety Committee, after review of the circumstances, may request a review by the Workers' Compensation Board.

### **22.6 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from sick leave.

### **22.7 Transportation of Accident Victims**

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

### **22.8 Communicable Diseases**

(a) The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possession of a person with a communicable disease. Accordingly, the Parties agree that this issue will be addressed by the Labour/Management Committee.

(b) The Employer shall provide and pay for pre-exposure Hepatitis B Vaccinations to employees at risk of work-related exposure as determined by the MHO of the Public Health Unit.

(c) Should vaccine become available for other communicable diseases to which employees may be at risk of work-related exposure, the Parties shall meet to negotiate an Employer provided vaccination program for employees.

### **22.9 Protective Clothing and Supplies**

The Employer shall supply protective clothing supplies as required by the Workers' Compensation Board.

## 22.10 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an employee's work time requires monitoring such video display terminals, that employee shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence without loss of pay.
- (b) Employees who are required to operate VDTs on a continuous daily basis shall be entitled to two (2) ten (10) minute periods away from the terminal per work day to be scheduled by agreement at the local level.
- (c)
  - (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
  - (2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the office area, she shall be reassigned to such work and paid at her regular rate of pay.
  - (3) Where work assignment in (2) is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where an employee is on leave of absence pursuant to (c) above, and opts to maintain coverage for health and welfare benefits, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall meet radiation emission standards established by the Ministry of Labour.

The Occupational Health & Safety Committee shall review and make recommendations to ensure that the lighting and the standards recommended by the Workers' Compensation Board publication, "*Working With Video Display Terminals*", are being met.

## ARTICLE 23 - SERVICE CAREER POLICY

### 23.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position.

The Employer will refrain from advertising outside the agency for any bargaining unit position until the end of the seven (7) calendar days internal posting.

### 23.2 Hiring Committee

Hiring committees established by the Employer for bargaining unit positions shall include one bargaining unit employee elected by the employees. Meetings of the Hiring Committee shall take place during regular working hours whenever possible with no loss of pay to the Committee members.

### **23.3 Appointment Policy**

- (a) Vacancies for all positions in the bargaining unit shall be posted within the bargaining unit.
- (b) Positions will be awarded on the basis of qualifications as contained in the job postings. The factors used to determine qualification shall be education, skills, knowledge, ability, and experience; in the event that applicants for a given position are relatively equally qualified, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.
- (c) In the event that the qualifications of the external and internal applicants for a given position are relatively equal, priority in appointment shall be given to the internal applicant.

### **23.4 Information in Postings**

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

### **23.5 Trial Period**

When a vacancy is filled by an existing regular employee, conditional on satisfactory service the employee shall be declared permanent after a period of four hundred (400) hours. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, after notifying the Union, extend the period for a further four hundred (400) hours. If the employee proves unsatisfactory in the position or the wishes to return to his/her former position, he/she shall be returned to his/her former job classification and wage/salary rate without loss of seniority. Any other employee promoted or transferred because of re-arrangement of positions shall be returned to his/her former position and wage or salary rate without loss of seniority.

### **23.6 Notification to Employee and Union**

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

### **23.7 Right to Grieve**

Where an employee feels that he has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this Agreement within seven (7) days of being notified of the results.

### **23.8 Vacation Letters**

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter with their supervisor indicating positions they would accept should vacancies occur while they are absent. Such letter(s) will only be valid for the duration of the vacation, subject to the employee

providing the Employer with information as to where he/she may be contacted and the employee being available to attend any required interviews.

### **23.9 Filling of Temporary Vacancies**

- (a) The Employer shall fill vacancies of a temporary nature created as a result of an employee using any provision of this Collective Agreement which results in an absence which exceeds thirty (30) calendar days, excluding annual vacations.
- (b) Where a temporary vacancy occurs pursuant to (a) above, the Employer shall fill the vacancy in accordance with Article 23.
- (c) It is understood that employees who fill temporary vacancies shall return to their former position and status when the absent employee returns to work. Casual employees who fill the temporary vacancy will remain as casuals.

## **ARTICLE 24 - CAREER DEVELOPMENT**

### **24.1 Purpose**

Both Parties recognize that an improved service to the public will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Article are intended to assist employees in maintaining and improving skills and to assist in preparing them for foreseeable jobs.

### **24.2 Joint Committee - Roles and Responsibilities**

The Parties agree that the Joint Labour Management Committee shall be responsible for making recommendations to the Employer in regard to educational opportunities for employees. The responsibilities of the Committee will include:

- (a) The review of requests from individual employees for education leave, with or without pay, and allowances. The Committee will provide a recommendation to the Employer of appropriateness and feasibility of the request or alternatives. Recommendations will take into account the financial capabilities of the Employer.
- (b) Investigate the availability of educational opportunities and financial resources to enhance the ability of the Society to provide educational support to its employees.
- (c) Ensure that participants in educational opportunities provide a summary of the course/seminar/workshop content and arrange for circulation to all employees.

It is understood by all Parties that final approval of educational leave requests lies with the Employer.

### **24.3 Course Leave**

- (a) An employee shall be granted leave without loss of pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.

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

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

**25.2 Rate of Pay**

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties of this Agreement. The applicable rates of pay are recorded as Appendix A to this Agreement.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

**25.3 Substitution Pay**

- (a) When an employee, at the request of the Employer, substitutes in or performs the principal duties as defined in the job description of a higher paying position, he/she shall receive the established wage rate for the higher job.

**25.4 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position.

**25.5 Pay on Temporary Assignment**

An employee filling a temporarily vacant position, pursuant to Article 23.9, with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

**25.6 Reclassification of Position**

An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee himself.

**25.7 Use of an Employee's Car**

When an employee uses the employee's own car for the Employer's business, the employee shall be paid twenty-eight cents (28¢) per kilometre if the employee obtains prior approval from the Employer. Effective October 1, 1996, the vehicle allowance shall be thirty-two cents (32¢) per kilometre.

**25.8 Meal Allowance**

Employees required to travel outside the Societies contract service area shall be entitled to a meal allowance in accordance with the following rates:

Breakfast.....\$ 7.50

Lunch .....	10.00
Dinner .....	18.00
	<u>35.50</u>

### **25.9 Travel Advance**

Regular employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### **25.10 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

### **25.11 Child in Daycare**

Where an employee has a child enrolled in a daycare operated by the Employer, she/he shall have ten percent (10%) of the parent's portion of the monthly daycare cost sponsored by the Employer.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

### **26.1 Dental Plan**

The Employer shall pay the monthly premium for all full-time and part-time employees and their dependents to establish a mutually acceptable plan which provides:

- (a) Part A Basic - 100 percent coverage
- (b) Part B Major - 50 percent coverage
- (c) Part C - 50 percent coverage to \$1,500 maximum/lifetime

### **26.2 Extended Health Care Plan**

The Employer shall pay the monthly premiums for full-time and part-time employees to establish a mutually acceptable extended health care plan.

### **26.3 Insurance**

- (a) *Life Insurance and Accidental Death and Dismemberment* - The Employer shall provide a mutually acceptable plan with benefits equal to an employee's annual salary with a maximum of fifty thousand dollars (\$50,000).
- (b) *Dependent Group Life Insurance* - The Employer shall provide a mutually acceptable plan with benefits equal to five thousand dollars (\$5,000) for a spouse and two thousand five hundred dollars (\$2,500) for a child.

### **26.4 Long Term Disability**

The Employer shall pay the monthly premium for full-time and part-time employees to establish a mutually acceptable Long Term Disability Plan.

### **26.5 Legislative Changes**

If the premiums paid by the Employer for an employee benefit covered by this Agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the Parties.

### **26.6 Medical Examination**

Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Article 19.

## **ARTICLE 27 - GENERAL CONDITIONS**

### **27.1 Damage to Personal Property**

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care of the Employer, the Employer shall pay, up to a maximum of seventy-five dollars (\$75) repair costs, or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty.

### **27.2 Supply and Maintenance of Equipment**

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

### **27.3 Indemnity**

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

- (a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees, and other expenses arising from any such action.

### **27.4 Copies of Agreement**

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

### **27.5 Contracting Out**

The Employer shall not contract out bargaining unit work that will result in the layoff of employees.

### **27.6 Personal Duties**

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the Labour/Management Committee which will attempt to resolve the dispute.

### **27.7 Payroll Deductions**

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.

### **27.8 Client Confidentiality**

Any information about clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it.

### **27.9 Administration of Medication**

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

## **ARTICLE 28 - HARASSMENT**

### **28.1 Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means 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. Such behaviour could include, but is not limited to:

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

(c) To constitute harassment behaviour may be repeated or persistent or may be a single serious incident.

- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Both males and females can be sexually harassed by members of either sex.

## 28.2 Personal Harassment

- (a) The Employer and Union recognize the right of employees to work in an environment free from personal harassment, and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
  - ☞ physical threats or intimidation;
  - ☞ words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - ☞ distribution or display of offensive pictures or materials.
- (c) To constitute harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

## 28.3 Harassment Complaint Procedure

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Executive Director in writing within fifteen (15) days of receipt of the complaint. The Executive Director shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

- (e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) 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 his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within thirty (30) days, before a mutual agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (i) Where the complainant is determined to be a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (j) This clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the b.C. Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under this Article shall be treated in strict confidence by all Parties involved.

## ARTICLE 29 - TERM OF AGREEMENT

### 29.1 Duration

The term of this Agreement shall be from April 1, 1997 to March 31, 1998.

### 29.2 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 January 1, 1998, but in any event not later than midnight, January 31, 1998.
- (b) Where no notice is given by either Party prior to January 31, 1998, both Parties shall be deemed to have been given notice under this article on January 31, 1998, and thereupon Section 29.3 applies.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

### 29.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 29.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**29.4 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

**29.5 Effective Date of Agreement**

- (a) The provisions of the Agreement shall come into full force and effect on the date of ratification, unless specified otherwise.
- (b) July 1, 1996 and November 30, 1997 wage rates, where applicable shall be implemented in the first pay period after the receipt of funds from the government.
- (c) Retroactivity shall be paid within two pay periods after the receipts of funds from the government.
- (d) Retroactivity shall be paid to current employees only.

**29.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
Kim Adamson, Executive Director

\_\_\_\_\_  
Marg Yofonoff, Bargaining Committee  
Association

\_\_\_\_\_  
Tracy Norman, HR Consultant  
Community Social Services Employers'

\_\_\_\_\_  
Janet McAskie, Bargaining Committee

\_\_\_\_\_  
Lynn Purdy, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**APPENDIX A  
SALARY SCHEDULE**

Classification	July 1, 1996	November 30, 1997
CCRR Coordinator	17.00	17.00
CCRR Assistant Coordinator	15.57	15.57
Centre Director	16.00	16.08
Assistant Director		13.10
ECE & Post Basic	12.84	12.90
Early Childhood Educator	12.59	12.65
ECE Uncertified		11.39
Casuals - Certified	9.19	9.24
Casuals - Uncertified	8.11	8.15
Admin. Assistant/Resource Coordinator	13.44	13.44
Bookkeeper	14.50	14.50
Services for Student Parents Coordinator	16.24	16.24
CCC Coordinator	18.00	18.00
CCC Publicity Promotions Coordinator	16.00	16.00
Young Parent Coordinator	16.48	16.64

**APPENDIX B  
ARBITRATORS**

Pursuant to Article 10.2 the following individuals will hear arbitration cases:

Colin Taylor  
Marguerite Jackson

**MEMORANDUM OF UNDERSTANDING #1  
SHIFT SCHEDULES**

The parties agree that the position of the Early Childhood Educator for the Chestnut Hollow School Age Program be a split shift.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

\_\_\_\_\_  
Kim Adamson, Executive Director

\_\_\_\_\_  
Marg Yofonoff, Bargaining Committee  
Association

\_\_\_\_\_  
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Community Social Services Employers'

\_\_\_\_\_  
Janet McAskie, Bargaining Committee

\_\_\_\_\_  
Lynn Purdy, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

**MEMORANDUM OF UNDERSTANDING #2  
RELIGIOUS HOLIDAYS**

Where the Employer determines that there is available work, an employee shall have the option of working Boxing Day and Easter Monday if his/her worksite is open in exchange for two (2) paid days off to observe religious holidays other than those referenced in Article 17.1. Employees exercising this option shall not be entitled to overtime pursuant to Article 16 on Boxing Day and Easter Monday and shall provide written proof of membership in a bona fide recognized religion and shall provide the Employer with the dates of the alternative two (2) days for which leave will be requested. It is understood that this clause involves no increased costs to the Employer.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

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\_\_\_\_\_  
Janet McAskie, Bargaining Committee

\_\_\_\_\_  
Lynn Purdy, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

**MEMORANDUM OF UNDERSTANDING #3  
JOB SHARING**

The Parties agree to the concept of job sharing.

The intent is to develop language based on the following principles:

- 1) Any applications received prior to language development shall be considered based on these principles.
- 2) Job sharing shall be cost neutral to the Employer.
- 3) The Parties agree to limit the job sharing to one position in each program.
- 4) A job shared position must be a full-time position.
- 5) Full-time and part-time employees can make proposal for job share.
- 6) All proposals must be in writing.
- 7) All shall be voluntary applications and proposals.
- 8) Job shared positions are term specific for a period no greater than one (1) year.
- 9) Any subsequent vacancy(s) shall be posted as term specific.
- 10) Job share applicants must be qualified.
- 11) Any persons in a job share at the time new language is agreed to shall remain in the job share under the terms in which it was first approved.
- 12) All applications shall be reviewed by the Union and the Employer.
- 13) Final approval lies solely with the Employer.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields, President

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Kim Adamson, Executive Director

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Lynn Purdy, Bargaining Committee

\_\_\_\_\_  
Mike Orders, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

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AGREE:307-7.98