

COLLECTIVE AGREEMENT

between the

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY
STUDENT ASSOCIATION
(BCIT S.A. Childcare)**

and the

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

Effective from February 13, 2001 to June 30, 2004

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement	1
1.2 Future Legislation.....	1
1.3 No Discrimination	1
1.4 Use of Terms.....	1
1.5 Harassment and Discrimination	1
ARTICLE 2 - DEFINITION OF EMPLOYEES	1
2.1 Employee Defined	1
ARTICLE 3 - UNION RECOGNITION AND RIGHTS	2
3.1 Bargaining Unit Defined	2
3.2 Bargaining Agent Recognition.....	2
3.3 Correspondence	2
3.4 Recognition and Rights of Stewards.....	2
3.5 Bulletin Boards	3
3.6 Labour Relations Code	3
3.7 Time Off for Union Business	3
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - MANAGEMENT RIGHTS	4
ARTICLE 6 - CHECK-OFF OF UNION DUES	4
ARTICLE 7 - ACQUAINTNG NEW EMPLOYEES	5
ARTICLE 8 - EMPLOYER-UNION RELATIONS	5
8.1 Representation	5
8.2 Union Representatives.....	5
8.3 Labour/Management Meetings	5
ARTICLE 9 - GRIEVANCES	6
9.1 Grievance Procedure.....	6
9.2 Step 1.....	6
9.3 Time Limits to Present Initial Grievance	6
9.4 Step 2.....	6
9.5 Time Limits to Reply to Step 2	7
9.6 Failure to Act	7
9.7 Time Limit to Submit to Arbitration.....	7
9.8 Amending of Time Limits.....	7
9.9 Deviation from Grievance Procedure.....	7
9.10 Policy Grievance.....	7
9.11 Technical Objections to Grievances.....	8
9.12 Employer Grievance	8
ARTICLE 10 - ARBITRATION	8
10.1 Appointment of Arbitrator.....	8
10.2 Board Procedure	8
10.3 Decision of Arbitrator.....	8
10.4 Expenses of Arbitrator.....	8
10.5 Amending Time Limits	8

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE.....	8
11.1 Right to Grieve Other Disciplinary Action.....	8
11.2 Performance Review.....	9
11.3 Personnel File.....	9
11.4 Probation for Newly Hired Employees.....	9
11.5 Employee Investigation.....	10
11.6 Right to Have Union Representative Present.....	10
ARTICLE 12 - SENIORITY.....	10
12.1 Seniority Defined.....	10
12.2 Seniority List.....	10
12.3 Loss of Seniority.....	10
ARTICLE 13 - LAYOFF AND RECALL.....	11
13.1 Definition of Layoff.....	11
13.2 Layoff.....	11
13.3 Recall.....	11
13.4 Notice and Severance.....	11
ARTICLE 14 - HOURS OF WORK AND OVERTIME.....	12
14.1 Definition.....	12
14.2 Hours of Work.....	12
14.3 Overtime Compensation.....	12
14.4 Job Sharing.....	12
14.5 Authorization and Application of overtime.....	12
14.6 Recording of Overtime.....	12
14.7 Right to Refuse Overtime.....	12
14.8 No Layoff to Compensate for Overtime.....	13
ARTICLE 15 - HOLIDAYS.....	13
15.1 Paid Holiday.....	13
15.2 Paid Holiday Pay.....	13
15.3 Holiday Falling on a Saturday or Sunday.....	13
15.4 Holiday Falling on a Workday.....	13
15.5 Holiday Coinciding With a Day of Vacation.....	13
ARTICLE 16 - VACATION.....	13
16.1 Calendar Year.....	13
16.2 Vacation Entitlement.....	14
16.3 Vacation Scheduling.....	14
16.4 Approved Leave of Absence with Pay during Vacation.....	14
16.5 Termination of Employment.....	14
16.6 Vacation Credits Upon Death.....	14
16.7 Casual Employees.....	14
ARTICLE 17 - SICK LEAVE.....	14
17.1 Sick Leave.....	14
17.2 Employee to Inform Employer.....	15
17.3 Medical Confirmation of Sick Leave.....	15
17.4 Sick Leave Records.....	15
ARTICLE 18 - OTHER LEAVES.....	15
18.1 Full-time Union Duties.....	15
18.2 Jury Duty.....	15
18.3 Elections.....	15
18.4 Bereavement Leave.....	15

18.5	Leave for Taking Courses	16
18.6	General Leave	16
18.7	Professional Development Leave.....	16
ARTICLE 19 - MATERNITY/PARENTAL LEAVE.....		16
19.1	Maternity Leave.....	16
19.2	Parental Leave.....	17
19.3	Application.....	17
19.4	Aggregate Leave.....	17
19.5	Benefit Plan.....	17
19.6	Seniority Rights on Reinstatement.....	17
ARTICLE 20 - SAFETY AND HEALTH		18
20.1	Conditions.....	18
20.2	Safety Committee	18
20.3	First Aid Requirements.....	18
20.4	Communicable Diseases.....	18
ARTICLE 21 - TECHNICAL CHANGE		18
21.1	Adjustment Plan.....	18
ARTICLE 22 - HIRING, PROMOTIONS AND STAFF CHANGES.....		19
22.1	Job Postings	19
22.2	Appointment Policy.....	19
22.3	Trial Period	19
22.4	Notification to Employee and Union	19
22.5	Right to Grieve.....	20
22.6	Vacation Letters.....	20
22.7	Temporary Vacancies.....	20
22.8	Appointment Without Posting.....	20
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES.....		20
23.1	Rate of Pay.....	20
23.2	Substitution Pay.....	20
23.3	Pay on Temporary Assignment.....	20
23.4	Vehicle Allowance	20
23.5	Parking Allowance	21
23.6	Travel Allowance.....	21
ARTICLE 24 - BENEFITS.....		21
24.1	Definition.....	21
24.2	Joining the Health Plan.....	21
24.3	Cost of the Health Plan.....	21
24.4	The Health Plan	21
ARTICLE 25 - GENERAL CONDITIONS		22
25.1	Indemnity.....	22
25.2	Client Confidentiality	22
25.3	Staff Confidentiality	22
25.4	Co-op, Practicum and Work Experience Students	22
25.5	Payroll Deductions.....	22
25.6	Job Descriptions.....	22

ARTICLE 26 - CRIMINAL RECORDS CHECKS..... 22

ARTICLE 27 - TERM OF AGREEMENT 23

 27.1 Duration 23

 27.2 Notice to Bargain..... 23

 27.3 Commencement of Bargaining 23

 27.4 Changes in Agreement 23

 27.5 Effective Date of Agreement..... 23

 27.6 Agreement to Continue in Force 23

APPENDIX A – Salary Scale..... 25

MEMORANDUM OF AGREEMENT #1 - Re: Ratification Payment 26

ARTICLE 1 - PREAMBLE**1.1 Purpose of Agreement**

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the BC Government and Service Employees' Union.

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 will remain in effect for the term of the Agreement

1.3 No Discrimination

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

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 will be construed as meaning the other if the facts or context so require.

(b) Singular and Plural

Whenever the singular is used the same will be construed as meaning the plural if the facts so require.

1.5 Harassment and Discrimination

(a) The Union and the Employer recognize the right of employees to work and students to learn in an environment free of harassment and discrimination.

(b) The Parties agree that the policy and procedures respecting complaints of harassment and discrimination will be those found in the "*Harassment and Discrimination Policy and Procedures*", as amended from time to time by the BCIT Harassment and Discrimination Committee.

(c) The Employer undertakes to discipline any employee who engages in conduct contrary to the provisions of the "*Harassment and Discrimination Policy and Procedures*".

(d) Copies of the "*Harassment and complaint Policy and Procedures*" will be available to employees upon request.

ARTICLE 2 - DEFINITION OF EMPLOYEES**2.1 Employee Defined****(a) 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 the benefits outlined in this Agreement.

(b) Part-time Employees

A regular part-time employee is one who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14. A regular part-time employee is entitled to all benefits of this Agreement on a pro-rated basis except as provided for in Article 24, Health and Welfare Benefits.

(c) *Casual Employees*

(1) A casual employee is one who works on an on-call basis to augment staff during peak periods or to cover temporary vacancies, including replacement for a regular employee who is on sick leave, maternity leave, parental leave, jury duty, or any other kind of leave.

(2) Casual employees will accrue seniority on the basis of straight-time hours worked, subject to the provisions of Article 12.3. Casual employees will only be entitled to exercise their seniority for the purposes of competing for posted positions. If a casual employee is successful in posting into a regular full-time or part-time position, then the seniority accrued as a casual employee will be converted to regular seniority.

(3) A casual employee is entitled to the protections of this Agreement, but is not entitled to any benefits or perquisites unless specifically provided in this Agreement. A casual employee who covers a temporary vacancy of more than six (6) months will be entitled to receive the regular rate of pay for the job (but not benefits or perquisites).

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit will comprise all employees included in the certificate issued by the Labour Relations Board except those excluded by mutual agreement of the parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

The Employer agrees to provide to the President of the Union, or her designate, copies of correspondence given to employees relating to layoff and/or recall, confirmation of employment, hiring/transfers, suspensions and dismissals. The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement will be sent to the President of the Union or her designate.

3.4 Recognition and Rights of Stewards

The Employer recognizes the Union's right 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 employees designated as stewards.

A steward will make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or her alternate, will obtain the permission of her immediate supervisor before leaving her work to perform her duties as a steward. Leave for this purpose will be without loss of pay. Such permission will be subject to the Employer's ability to maintain provincially legislated staff to child ratios. On resuming her normal duties, the steward will notify her supervisor.

The duties of stewards will include:

- (a) investigation of complaints of an urgent nature;

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

3.5 Bulletin Boards

The Employer will provide a bulletin board for the exclusive use of the Union. The use of such bulletin board will be restricted to the affairs of the Union. Any Union notice posted on the bulletin board must first be approved by either the Steward or Union representative who will indicate their approval by initialling the notice

3.6 Labour Relations Code

The parties hereto subscribe to the principles of the *Labour Relations Code* of British Columbia.

3.7 Time Off for Union Business

Leave of absence without pay and without loss of seniority will be granted:

- (a) *Without Pay*
 - (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 premises of employment;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body; or
 - (5) leave for negotiations with the Employer;
 - (6) to stewards to maintain all bulletin boards and binders;
- (b) Stewards will be entitled to leave without loss of pay to attend to their duties, pursuant to Article 3.4, where those duties are of an urgent nature and cannot be performed on the steward's own time.
- (c) Leave is subject to the Employer being able to maintain provincially legislated staff to child ratios. When leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article will include sufficient travel time, where necessary.
- (d) The Union and the employee will provide sufficient advance notice for leave requirements to facilitate scheduling of both clients and employees.

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 will, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership within completion of thirty (30) working days as an employee.
- (c) Nothing in this Agreement will 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 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive right of the Employer to operate and manage its business in all respects, unless otherwise provided by this Agreement. The Employer reserves all rights not specifically restricted by the provisions of this Agreement, including the right to:

- (a) maintain order, discipline and efficiency;
- (b) make or alter rules and regulations to be observed by employees, which are not in conflict with any provision of this Agreement;
- (c) direct the working forces, create new classifications or work units, determine the number of employees, if any, needed from time to time in any work units or classifications, and determine whether or not a position will be continued or declared redundant;
- (d) hire, promote, transfer, layoff, recall, and demote;
- (e) discipline, suspend or discharge for cause.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- (a) The Employer will, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer will 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 will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted.
- (d) All deductions will be remitted to the President of the Union before the fifteenth (15th) calendar day of each month following the date of deduction and the Employer will 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 (a) or (b) of this Article, the Union must advise the Employer, in writing, of the amount of its regular monthly dues or assessments. The amount so advised will 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 will be the amount deducted.

- (f) From the date of the signing of this Agreement, and for its duration, no employee organization other than the Union will be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.
- (g) The Employer will supply each employee, without charge, a receipt for income tax purposes, in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts will be provided to the employee prior to March 1st of the succeeding year.
- (h) An employee will, as a condition of employment, complete an authorization form providing for the deduction, from an employee's gross monthly wages or gross salary, the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 7 - ACQUAINTING NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the Articles dealing with Union Security and Check-off.

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union will supply the Employer with the names of its officers and similarly the Employer will 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 Representatives

- (a) The Employer will grant access to the Child Care facility 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.
- (b) Prior to attending the Child Care facility, members of the Union's staff will advise the Director as to their purpose for attending the Child Care facility and will request permission from the Director, who will not unreasonably withhold permission. When attending the Child Care facility, Union staff will not interfere with the operation of the Child Care facility.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to Union representatives or the steward temporary use of an office or similar facility.

8.3 Labour/Management Meetings

- (a) At least once every sixty (60) days, excluding the months of July and August, the shop steward and a designate of the Employer will meet to discuss issues arising out of the implementation of the Agreement or the operation of the child care facility. Meetings will be held at a mutually agreeable time and place. The shop steward will not suffer any loss of basic pay for time spent in attendance at these meetings.
- (b) The shop steward and the Employer will not have jurisdiction over wages or any other matter of bargaining, including the administration of the Union or the Employer, and will not supersede the activities of any other Committee of the Union or the Employer and will not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussion.

- (c) The shop steward and the Employer may 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; and
 - (2) addressing conditions causing grievances and misunderstandings.
- (d) Amendments to Employer-prepared job descriptions will be forwarded to the Labour/Management Committee for consultation.

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, will be resolved in accordance with the following procedures:

9.2 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the immediate supervisor. The aggrieved will have the right to have her 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, she will not, where possible, act as a steward in respect of her own grievance but will 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 grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 9.4, must do so no later than fifteen (15) working days after the date;

- (a) on which she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) on which 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 9.3, the employee may present a grievance at this level by:
 - (1) recording this 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 immediate supervisor and/or designate through the Union steward.

- (b) The immediate supervisor will:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limits to Reply to Step 2

- (a) Within five (5) working days of receiving the grievance at Step 2, the representative of the Employer, the aggrieved employee and the shop steward will 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 will reply in writing to the Union within ten (10) working days of receiving the grievance at Step 2. In the case of an Employer grievance, the President of the Union or his designate will reply, in writing, to the Employer's designate within ten (10) working days of receiving the grievance at Step 2

9.6 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 will not be deemed to have prejudiced its position on any future grievance. In the case of an Employer grievance, if a grievance is not presented to the next level within the prescribed time limits, the grievance will be deemed to have been abandoned, however, the Employer will not be deemed to have prejudiced its position on any future grievance.

9.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 10, either party may inform the other of their intention to submit the dispute to arbitration:

- (a) fifteen (15) working days after the Employer's or Union's decision has been received;
- (b) fifteen (15) working days after the Employer's or Union's decision is due.

9.8 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 will be deemed to be presented on the day on which it is postmarked and it will 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 2 of the grievance procedure and notification to arbitrate will be by certified mail or facsimile.

9.9 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 will be considered to have been abandoned.

9.10 Policy Grievance

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute will be filed directly at Step 2 of the Grievance Procedure

within twenty (20) working days of occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 10 of this Agreement.

9.11 Technical Objections to Grievances

It is the intent of both Parties to this Agreement that no grievance will be defeated or succeed merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board will 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.

9.12 Employer Grievance

The Employer may initiate a grievance at Step 2 of the Grievance Procedure by presenting the grievance to the President of the Union or his designate.

ARTICLE 10 - ARBITRATION

10.1 Appointment of Arbitrator

When a Party has requested that a grievance be submitted to arbitration the parties will agree on a single arbitrator. Where the parties are unable to agree on a single arbitrator, one will be appointed in accordance with the Labour Relations Code.

10.2 Board Procedure

The arbitrator may determine the arbitrator's own procedures in accordance with the Labour Relations Code and will give full opportunity to all Parties to present evidence and make representations. The arbitrator will hear and determine the difference or allegation and will make every effort to render a decision within thirty (30) days of the arbitrator's first meeting.

10.3 Decision of Arbitrator

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

10.4 Expenses of Arbitrator

Each Party will pay one-half (½) of the fees and expenses of the arbitrator.

10.5 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.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Right to Grieve Other Disciplinary Action

- (a) An employee will be given a copy of any document, report, incident or notation placed on the employee's file, which has been the basis of disciplinary action.

(b) At the employee's request, written warnings will be removed from the employee's file after the expiration of twenty-four (24) months from the date it was issued provided there has not been a further infraction and such written warnings are not related to the safety or well-being of children in the care of the Employer.

(c) The Employer agrees not to introduce as evidence in any hearing any disciplinary document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.2 Performance Review

Where a performance review of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review the performance review. Provision will be made on the performance review form for an employee to sign it. The form will provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the performance review, and the other indicating that the employee disagrees with the performance review.

The employee will sign in only one (1) of the places provided. An employee will, upon request, receive a copy of this performance review at the time of signing. An employee's performance review will not be changed after an employee has signed it, without the knowledge of the employee. The employee may respond, in writing, to the performance review. Such response will be attached to the performance review. Performance reviews will not be subject to the grievance procedure.

Bi-monthly coaching sessions will not be considered a performance review for the purposes of this Article.

11.3 Personnel File

(a) An employee or the President of the Union or his designate, with the written authority of the employee, will be entitled to review an employee's personnel file, exclusive of employee references and application/interview documents. The file will be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The employee or the President, as the case may be, will give the Employer at least five (5) 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 supervising personnel that require the information in the course of their duties.

11.4 Probation for Newly Hired Employees

(a) The probationary period for regular employees registered by a recognized association will be six (6) months worked.

(b) The probationary period for all other employees will be three (3) months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee.

(c) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months worked, based on the normal hours of work of a full-time employee.

(d) The Employer may dismiss a probationary employee for cause. The test of cause will be a test of suitability of the probationary employee for continued employment in the position to which she was appointed.

(e) Upon completion of the probationary period, an Employee's seniority will backdate in accordance with Article 12.1, Seniority Defined.

11.5 Employee Investigation

The Parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee will be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.

The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will notify the President of the Union or his designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation will have the right to Union representation at such an interview.

11.6 Right to Have Union Representative Present

In the event an employee will be disciplined she will have the right to have her steward (or if the steward is to be disciplined, her Staff Representative) present at any such meeting.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

Seniority means the employees' length of continuous service with the Employer, including service prior to the signing of this Agreement. Seniority for all employees will be calculated on the basis of straight-time hours worked.

(Employees will be credited with seniority equivalent to full-time hours [prorated on the basis of ten months worked] for each year of service prior to the signing of this Agreement.)

12.2 Seniority List

The Employer will maintain separate seniority lists for regular and casual employees. The Employer will prepare and post the seniority lists every six (6) months.

12.3 Loss of Seniority

An Employee will lose all seniority and her employment will terminate if the employee:

- (a) voluntarily leaves the employ of the Employer;
- (b) retires;
- (c) is discharged and is not reinstated through the grievance and arbitration procedures;
- (d) is laid off for a period greater than twelve (12) months;
- (e) fails to return to work upon termination of an authorized leave of absence;
- (f) fails to return to work within (3) working days after being recalled from layoff, subject to confirmation that the employee has received such notice of recall;
- (g) is absent without leave for three (3) consecutive working days, subject to the employee being unable to return to work for reasons beyond her control and providing the Employer with the explanation on the earlier of her return to work or seven (7) calendar days from the date of the first day of absence;
- (h) does no work for the Employer for a period of twelve (12) consecutive months except when on maternity leave or extended sick leave;

- (i) subject to the Employer's discretion, is a casual employee and has not performed work for the Employer for a period of six (6) consecutive months.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

- (a) "*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 re-organization, program termination, closure or other material change in organization.
- (b) Where a regular employee is hired into a position in a program which is subject to seasonal closures, and such closures are identified in job postings and letters of employment, then the employee will only be eligible to bump other employees in accordance with Article 13.2, if the period of layoff exceeds the duration of the seasonal closure by two (2) or more weeks.
- (c) Any reduction in hours will be done in reverse order of seniority. A reduction in hours will not be considered a layoff, for the purposes of this Article, where the affected employee continues to work a scheduled shift of twenty (20) hours per week or more.

13.2 Layoff

- (a) In the event of a layoff, employees will be laid off in reverse order of seniority within a classification, provided the remaining employees have the qualifications to perform the remaining work.
- (b) Employees will not be entitled to bump into other classifications where it would result in a promotion.
- (c) An employee may bump into a lower classification provided that they have the requisite qualifications to perform the work.

13.3 Recall

Recall of employees will be in order of seniority provided that the employee has the qualifications to perform the job required. The Employer will first contact the employee by telephone. If the Employer cannot contact the employee by telephone, then the Employer will send a Notice of Recall by registered mail to the employee's last known address.

13.4 Notice and Severance

- (a) The Employer will provide two weeks' written notice, and/or pay in lieu, to a regular employee who is to be laid off, except that no notice will be required for periods of seasonal closure where such closure is clearly identified in job postings and letters of employment.
- (b) In addition to the notice required under subsection (a), employees subject to permanent layoff, or who are not recalled to work during the recall period, will be entitled to severance pay in accordance with the following:
- (1) One week's pay for employees with up to twelve (12) months' service; or
 - (2) Two weeks' pay for employees with more than twelve (12) months' service but less than three years' service; or
 - (3) One additional week's pay for each year of service up to a maximum of eight weeks' pay.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

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

The normal hours of work for a full-time employee will be up to seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week, excluding a one-half (½) hour unpaid meal break. All employees will 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 break, provided the staff to child ratio can be maintained. It is understood that meal breaks and rest periods may be combined subject to operational requirements. Employees working a shift of four (4) hours, but not more than six (6) hours, will receive one (1) rest period during such a shift provided the staff to child ratio can be maintained.

14.3 Overtime Compensation

Employees will receive overtime compensation in accordance with the following;

- (a) Straight-time for the first one-half (½) hour of overtime in any day, provided the overtime is required to meet provincially legislated staff to child ratio requirements.
- (b) Subject to (a), above, time and one-half (1½ X) for the first three (3) hours of overtime on a daily basis or for the first eight (8) hours of overtime on a weekly basis;
- (c) Double time (2x) for all overtime worked in excess of (b), above.

14.4 Job Sharing

Employees may apply to the Employer to share one (1) full-time position within the bargaining unit and in accordance with the following;

- (a) any job sharing arrangement will be at the discretion of the Employer;
- (b) where the Employer consents to a job sharing arrangement, the details of the arrangement will be set out in writing with a copy provided to the Union.

14.5 Authorization and Application of overtime

An employee who is required to work overtime will 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.

14.6 Recording of Overtime

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

14.7 Right to Refuse Overtime

All employees will have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. An emergency will include but not be restricted to situations which require the attendance of an employee in order to provide adequate supervision and care for children.

14.8 No Layoff to Compensate for Overtime

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

ARTICLE 15 - HOLIDAYS**15.1 Paid Holiday**

The Employer recognizes the following as paid holidays:

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	

Any other day proclaimed as a holiday by the provincial government will also be a paid holiday.

15.2 Paid Holiday Pay

- (a) To be entitled to a paid day off on a statutory holiday, or to premium pay for working on a statutory holiday, an employee must have completed thirty (30) days employment.
- (b) An eligible employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.
- (c) An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to the statutory holiday is entitled to an average day's pay for the holiday.
- (d) An eligible employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to prorated statutory holiday pay.

15.3 Holiday Falling on a Saturday or Sunday

If the Holiday falls on a Saturday or Sunday then the Holiday will be observed on the same day as the British Columbia Institute of Technology observes the Holiday.

15.4 Holiday Falling on a Workday

An employee who works on a holiday which is a scheduled workday will be compensated at the rate of time and one-half (1½x) for the hours worked plus a day off in lieu of the holiday.

15.5 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 will not count as a day of vacation.

ARTICLE 16 - VACATION**16.1 Calendar Year**

The vacation year will be from September 1 to August 31 of each year.

16.2 Vacation Entitlement

Post-probationary employees are entitled to take earned vacation, calculated as follows:

- (a) In the first year of employment, one (1) day per month and vacation pay equivalent to four percent (4%) of her earnings;
- (b) In the second and third years of employment, one and one-half (1½) days per month and vacation pay equivalent to six percent (6%) of her earnings;
- (c) In the fourth, fifth and sixth years of employment, two (2) days per month and vacation pay equivalent to eight percent (8%) of her earnings;
- (d) In the seventh and subsequent years of employment, two and one-half (2½) days per month and vacation pay equivalent to ten percent (10%) of her earnings.

16.3 Vacation Scheduling

- (a) Employees must take vacation during summer and Christmas closures.
- (b) Where operational requirements allow, the Employer may consider a request to take vacation during periods of regular operation.

16.4 Approved Leave of Absence with Pay during Vacation

When an employee is qualified for bereavement leave with pay during her vacation period, there will be no deduction from vacation credits for such leave.

16.5 Termination of Employment

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

Should the terminating employee have used more of her vacation credit than entitled, she will have difference deducted from her final paycheque.

16.6 Vacation Credits Upon Death

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

16.7 Casual Employees

Casual employees will receive vacation and vacation pay in accordance with the Employment Standards Act and the Employer will pay vacation pay to such employees on each cheque.

ARTICLE 17 - SICK LEAVE

17.1 Sick Leave

Sick Leave pay accrues at three percent (3%) of an employee's wage. An employee may take (a) sick leave day(s) with pay when the amount in the employee's accrual account divided by the employee's daily wage is sufficient to cover the pay of the employee for the day(s).

17.2 Employee to Inform Employer

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

17.3 Medical Confirmation of Sick Leave

After sick leave of more than three (3) days, or when there appears to be a pattern of absence or the Employer has reason to believe the absence is not valid, the Employer may request medical confirmation.

17.4 Sick Leave Records

Upon request an employee will be advised in writing annually of the balance of her sick leave credits used to date and the balance remaining.

ARTICLE 18 - OTHER LEAVES**18.1 Full-time Union Duties**

The Employer will grant, on written request, leave of absence without pay or accrual of seniority:

- (a) 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 (such leave will be renewed upon request by the Union).
- (b) For an employee elected to the position of President of the B.C. Government and Service Employees' Union. The leave will be for a period of three (3) years and will be renewed upon request.

18.2 Jury Duty

- (a) The Employer will grant 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. The first two (2) weeks of leave for jury duty will be with pay.
- (b) In cases where the employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.
- (c) An employee in receipt of her regular earnings while serving at court will remit to the Employer all monies paid to him by the court, except travelling, and meal allowances not reimbursed by the Employer.
- (d) For all the above leaves, the employees will advise her supervisor as soon as he is aware that such leave is required.

18.3 Elections

The Employer will grant time off to any employee entitled to vote in a federal, provincial, or municipal election, or a referendum, if and as required by applicable legislation.

18.4 Bereavement Leave

In the case of death of a family member, a regular full-time employee will be entitled to leave with pay as follows;

- (a) In the case of death of a husband, wife, common-law spouse (including same-sex partners), child, brother, sister, parent, guardian, parent-in-law, son-in-law, daughter-in-law, grandchild or any other relative permanently residing with the employee;

- (1) Five (5) days if the deceased resided more than one-hundred and fifty (150) miles from Vancouver.
 - (2) Three (3) days if the deceased resided less than one-hundred and fifty (150) miles from Vancouver.
- (b) For all other family members;
- (1) Three (3) days if the deceased resided more than one-hundred and fifty (150) miles from Vancouver
 - (2) One (1) day if the deceased resided less than one-hundred and fifty (150) miles from Vancouver.
- (c) Part-time employees will be entitled to equivalent leave with pay on a prorated basis.

18.5 Leave for Taking Courses

- (a) Where the Employer requires an employee to attend a course, any associated leave from work will be with pay. The Employer will bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer will also reimburse the employee for her travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay to take courses in which the employee wishes to enrol.

18.6 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may, in its discretion, grant a leave of absence without pay to an employee requesting such leave. Request for leave is to be in writing and approved by the Employer. Approval will not be unreasonably withheld.
- (b) Upon return from leave of absence, the employee will be placed in her former position or where the position no longer exists in an equivalent position.

18.7 Professional Development Leave

In addition to any leave required pursuant to Article 18.5, the Employer may grant to any regular employee, who has completed her probationary period, up to two (2) days' professional development leave, without pay, to attend courses, seminars, workshops, or to observe other daycare centres.

ARTICLE 19 - MATERNITY/PARENTAL LEAVE

19.1 Maternity Leave

- (a) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave, beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date. The leave will end no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period and no later than seventeen (17) weeks after the actual birth date.
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning the date of the birth or the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).

19.2 Parental Leave

An employee who requests parental leave under this section is entitled to:

- (a) For a birth mother who takes leave under section 19.1 in relation to the birth of a child or children, with respect to who the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 19.1 unless the employer and employee agree otherwise.
- (b) For a birth mother who does not take leave under section 19.1 in relation to the birth of a child or children, with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event.
- (c) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after the event.
- (d) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsections (a), (b), (c) or (d).

19.3 Application

A request for leave under sections 19.1 and 19.2 must:

- (a) be given in writing to the Employer;
- (b) if the request is made under section 19.1 and during the pregnancy or for leave under section 19.2 (a) or (b), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
- (c) state the number of weeks the employee will be on leave; and
- (d) the Employer may request a medical certificate confirming an employee's entitlement to maternity and/or parental leave, however, the cost of obtaining such a certificate will be borne by the Employer.

19.4 Aggregate Leave

An employee's combined entitlement to leave under sections 19.1 and 19.2 is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under section 19.1 (c) or 19.2 (e).

19.5 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of eighteen (18) weeks and for an employee on parental leave, a maximum of twelve (12) weeks.

If an employee fails to return to work, the Employer will recover moneys paid under this section.

19.6 Seniority Rights on Reinstatement

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

- (b) The employee will be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one (1) month prior to the expiration of the leave or if she does not return to work on the date specified in the notice of return from leave.

ARTICLE 20 - SAFETY AND HEALTH

20.1 Conditions

The Union and the Employer agree to comply with the regulations made pursuant to the *Workers' Compensation Act*, or any other statute of the Province of British Columbia pertaining to the working environment.

20.2 Safety Committee

The Parties agree to establish an Occupational Health and Safety Committee which will be governed in accordance with the provisions of the Health and Safety Regulations made pursuant to the *Workers' Compensation Act*.

20.3 First Aid Requirements

- (a) The Union and the Employer agree that First Aid regulations made pursuant to the *Workers' Compensation Act* will be complied with
- (b) Where the Employer requires an employee to perform first aid duties as a normal part of the job, the cost of renewing the certificate required by the Employer will be borne by the Employer.

20.4 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 possessions of a person with a communicable disease.
- (b) The Employer will inform employees about the inherent risks of communicable diseases.
- (c) The Employer will 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. The employee must first attempt to obtain the vaccination through BCIT medical services.
- (d) Where a vaccination is or may become available as a preventative measure, the Employer will pay for such vaccination for all regular employees who may be at risk of contracting the disease as determined by the MHO of the Public Health Unit, at no cost to the employee.
- (e) The Employer will reimburse each regular employee to a maximum of fifty dollars (\$50.00) per calendar year for all such vaccinations and only upon receiving from the appropriate receipts.

ARTICLE 21 - TECHNICAL CHANGE

21.1 Adjustment Plan

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies;

- (a) The Employer must give notice to the Union, at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected; and

- (b) After notice has been given, the Employer and the Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
- (1) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions of the collective agreement;
 - (2) human resource planning and employee counselling and retraining;
 - (3) notice of termination;
 - (4) severance pay;
 - (5) entitlement to pension and other benefits including early retirement benefits;
 - (6) a bipartite process for overseeing the implementation of the adjustment plan.

ARTICLE 22 - HIRING, PROMOTIONS AND STAFF CHANGES

22.1 Job Postings

Where the Employer intends to fill a vacancy within the bargaining unit the job will be posted on the Union bulletin board for a minimum of five (5) working days. The Employer agrees not to post outside for bargaining unit positions until the completion of this period.

22.2 Appointment Policy

- (a) In making promotions and transfers, the qualifications of the employees who have applied for the posting will be the primary consideration, and where such factors are relatively equal, seniority will be the determining factor. For the purposes of this Article, "*qualifications*" means relevant education, knowledge, skill and ability.
- (b) If no employee applicant has the requisite qualifications to perform the job, then the Employer may hire whomever it wishes.

22.3 Trial Period

When a vacancy is filled by an existing employee, the employee will be on a trial period for a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three (3) months. If the employee's performance in the new job proves unsatisfactory at any time during the trial period, or if the employee wishes to return to her former position, she will be returned to her former position and wage rate without loss of seniority. In the event the employee returns to her former position, any other employee promoted or transferred because of the rearrangement of positions will be returned to her former position and wage rate without loss of seniority. The trial period for part time employees will be equal to three (3) months of full time work unless extended, but in any event will not exceed six (6) calendar months.

22.4 Notification to Employee and Union

- (a) Within seven (7) calendar days of the appointment, the Employer will notify the Union of the appointment.
- (b) 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.

22.5 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 2 of the grievance procedure in Article 9 of this Agreement within seven (7) days of being notified of the results.

22.6 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 of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

22.7 Temporary Vacancies

- (a) The Employer may transfer employees to fill temporary vacancies, the duration of which are expected to be equal to or less than six (6) months.
- (b) The Employer will not reduce an employee's rate of pay when the Employer transfers the employee to fill a temporary vacancy.
- (c) Vacancies of a temporary nature, which exceed or are expected to exceed six (6) months, will be posted in accordance with this Article.

22.8 Appointment Without Posting

For the purposes of accommodating an employee pursuant to the *Human Rights Code of B.C.*, and with the mutual agreement of the Employer and the Union, the Employer may fill a vacancy without posting.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Rate of Pay

Employees will be paid in accordance with the rates of pay negotiated by the Parties of this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix A to this Agreement.

23.2 Substitution Pay

When an employee, at the request of her immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position, for more than one (1) day, she will receive the rate for a job where a single rate is established.

23.3 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than her regular rate of pay will maintain her regular rate of pay.

23.4 Vehicle Allowance

- (a) Where an employee is required to use her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.
- (b) Vehicle allowance for all kilometres travelled on the Employer's business will be paid to employees who are required to use their own vehicles in the performance of their duties. Vehicle allowances will be paid only on submission of the approved travel form signed by the employee and

approved by her supervisor. Staff who use their own cars for pre-authorized daycare business will receive vehicle allowance at the rate of thirty-eight cents (38¢) per kilometre.

- (c) No employee will be required to transport children in their own vehicle.

23.5 Parking Allowance

The Employer will pay fifty-percent (50%) of the cost of a BCIT-Burnaby Campus parking pass for regular full-time employees.

23.6 Travel Allowance

Employees working away from their principle work location will be entitled to the following allowances:

- *Meals*
 - Breakfast \$9.00/day
 - Lunch \$14.00/day
 - Dinner \$20.00/day
- *Per Diem* - \$7.00/day (provided the employee is required to stay overnight)
- *Parking* – receipted costs

ARTICLE 24 - BENEFITS

24.1 Definition

“Eligible Employee(s)” means any regular employee who has completed her probationary period(s) and is regularly scheduled to work at least thirty (30) hours per week.

24.2 Joining the Health Plan

All eligible employees may participate in the Employer’s Medical and Dental Plan(s) (the “Health Plan”).

24.3 Cost of the Health Plan

During the first year of an employee’s participation in the Health Plan, the Employer will pay fifty percent (50%) of the required premiums for the Health Plan. After the employee completes one (1) year of participation in the Health plan, the Employer will pay one-hundred percent (100%) of the required premiums.

24.4 The Health Plan

The Health Plan will include the same health and dental coverage as provided to other non-bargaining unit employees of the Employer, including;

- (a) British Columbia Medical Plan for employees and dependants;
- (b) An extended health plan with a percentage based drug prescription coverage for employee and dependants;
- (c) Dental care for employee and dependants with;
 - Plan A – 100% reimbursement
 - Plan B – 65% reimbursement and no maximum
 - Plan C – 60% reimbursement, \$2,160 maximum per individual per lifetime

- (d) Group Life Insurance;
- (e) Accidental Death and Dismemberment Insurance;
- (f) Long Term Disability Insurance.

ARTICLE 25 - GENERAL CONDITIONS

25.1 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.
- (c) the Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

25.2 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. All documents or other relevant material containing confidential information will be surrendered to the Employer by the employee on termination of employment.

25.3 Staff Confidentiality

Any confidential, personal information about staff of the Employer which is directly learned by the Employer in the normal course of business will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

25.4 Co-op, Practicum and Work Experience Students

Co-op, practicum and work experience students will act solely in a supernumerary capacity and will not displace or result in the laying off of bargaining unit employees. These students will not be considered employees under this Agreement.

25.5 Payroll Deductions

Payroll will be completed biweekly. All premium costs, union dues and statutory deductions will be deducted as appropriate.

25.6 Job Descriptions

The Employer agrees to supply each employee with a copy of current job descriptions. Upon request, the Union and the Bargaining Unit Chair will be provided copies of all job descriptions in the bargaining unit.

ARTICLE 26 - CRIMINAL RECORDS CHECKS

The Employer agrees to the treatment of criminal records checks in accordance with the Criminal Records Review Act of BC.

ARTICLE 27 - TERM OF AGREEMENT**27.1 Duration**

This Agreement will be binding and remain in effect until midnight, June 30, 2004.

27.2 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 April 1, 2004, but in any event not later than midnight, April 30, 2004.
- (b) Where no notice is given by either party prior to May 1, 2004, both Parties will be deemed to have been given notice under this article on May 1, 2004.
- (c) All notices on behalf of the Union will be given by the President or designate and similar notices on behalf of the Employer will be given by the Employer.

27.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 31.2, the Parties will, within fourteen (14) days after the notice was given, commence collective bargaining.

27.4 Changes in Agreement

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

27.5 Effective Date of Agreement

- (a) The provisions of the Agreement will come into full force and effect on the date of ratification, unless specified otherwise.
- (b) Wage rates, where applicable, will be implemented in the second pay period after receipt of all funds. Retroactivity will be paid in the following pay period.

27.6 Agreement to Continue in Force

Both Parties will 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:**

George Heyman, President

Caroline Gagnon, Director
BCIT Student Association

Caroline Kent, Bargaining Committee

Samantha Yeung, President
BCIT Student Association

Chris Mullen, Staff Representative

Dated this _____ day of _____, 20 _____.

APPENDIX A – SALARY SCALE

Classification		Effective Date of Ratification	Effective July 1, 2003 (1.5% across board increase)
E.C.E.	<i>Start -12 mos:</i>	\$ 14.20	\$ 14.41
	<i>13-24 months:</i>	15.00	15.23
	<i>25-36 months:</i>	15.85	16.09
	<i>37+ months:</i>	16.99	17.25
Senior E.C.E	<i>Start - 12 mos:</i>	\$ 17.08	\$ 17.34
	<i>13-24 months:</i>	18.12	18.39
	<i>25-36 months:</i>	18.37	18.65
	<i>37+ months:</i>	19.18	19.47
Casual	<i>Start - 12 mos:</i>	\$ 10.96	\$ 11.12

**MEMORANDUM OF AGREEMENT #1
RE: RATIFICATION PAYMENT**

Upon ratification of the Collective Agreement, full-time regular employees will receive a one-time only Ratification Payment of five hundred dollars (\$500.00). Part-time employees will be entitled to receive the Ratification Payment on a pro-rated basis.

**SIGNED ON BEHALF
OF THE UNION:**

**SIGNED ON BEHALF
OF THE EMPLOYER:**

George Heyman, President

Caroline Gagnon, Director
BCIT Student Association

Caroline Kent, Bargaining Committee

Samantha Yeung, President
BCIT Student Association

Chris Mullen, Staff Representative

Dated this _____ day of _____, 20 _____.