

COLLECTIVE AGREEMENT

between the

L'ECOLE BILINGUE KINDERCARE SOCIETY

and the

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

Effective from August 28, 2003 to June 30, 2006

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) 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.
- (b) The Parties to this Agreement share a desire to provide quality childcare for the families of L'Ecole Bilingue Kindercare Society. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels 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 No Discrimination

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

The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place 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.

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 and Plural*

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

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 26, Health and Welfare Benefits.

(c) *Casual Employees*

Casual employees are employed on an “*on call*” basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods. These periods shall not exceed three (3) months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

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 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 that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his designate.

The Employer agrees that a copy of any correspondence between the Employer and any employee 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 his designate.

The Union agrees that all correspondence between the Union and the Employer shall be sent to the appropriate Employer designate.

3.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral 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 employee for reason of membership or activity in the Union.

3.6 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 shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or his alternate, shall obtain the permission of his immediate supervisor before leaving his work to perform his duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify his supervisor.

The duties of stewards shall 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 called by the Employer.

3.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the location of which will 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 at least one (1) Union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

3.9 Right to Refuse to Cross Picket Lines

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 operative provincial labour legislation. Any employee failing to report for duty shall be considered to be absent without pay. 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.

3.10 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;
 - (7) leave for Union Observer.

(b) *Without Loss of Pay*

(1) to stewards, or their alternatives, to perform their duties pursuant to Article 3.6;

(2) to employees appointed by the Union as Union representatives to attend Joint Labour/Management Committee meetings during their working hours.

(c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of this (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary.

3.11 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.

3.12 Labour Relations Code

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

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 within 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 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 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 before the fifteenth (15th) calendar day of each month following 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 this 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 employee in the bargaining unit.

(g) The Employer shall 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 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 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 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 set out in the Articles dealing with Union Security and Dues Check-off. 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 at a time that does not interfere with maintaining the staff/child ratio.

ARTICLE 7 - MANAGEMENT RIGHTS

The Union agrees that the management and direction of the Employer's business and employees is vested exclusively in the Employer subject only to such restrictions governing the exercise of those rights as are expressly provided in this Agreement.

Subject to the above, all employees shall be governed by all policies, procedures and guidelines as adopted by the Employer and published to employees.

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, with a maximum of one (1) from any one program, together with the President of the Union or his 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.
- (b) Members of the Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the work site concerned.
- (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 stewards temporary use of an office or similar facility.

8.4 Labour/Management Committee

- (a) Labour/Management delegate(s) shall attend regular monthly Board meetings to review matters, other than grievances, relating to the maintenance of good relations between the parties and correcting conditions causing grievances and misunderstanding.
- (b) Labour/Management delegate(s) shall be appointed by the Union and shall be employees of L'Ecole Bilingue Kindercare Society.
- (c) The Labour/Management delegate(s) shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Labour/Management delegate(s) 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 discussion.
- (d) The minutes from such meetings shall be made available at the daycare for the employees' use. Any errors or omissions shall be corrected at the next regular Board meeting.
- (e) Labour/Management delegate(s) shall not suffer any loss of basic pay for time spent as a Labour Management delegate.

8.5 Technical Information

The Employer agrees to provide to the Union such information that 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 immediate supervisor. The aggrieved employee shall 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 shall not, where possible, act as a steward in respect of 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 grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 9.4, must do so no later than thirty (30) calendar 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 shall:
 - (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 ten (10) calendar 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) calendar 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) calendar days after the decision has been conveyed to her by the representative designated by the Employer to handle grievances at Step 2;
- (b) within fourteen (14) calendar 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 thirty (30) calendar 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) thirty (30) days after the Employer's decision has been received;
- (b) if no decision is received, thirty (30) 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 certified mail or facsimile.

9.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) 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 thirty (30) days of the date on which the suspension occurred, or within (30) 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 to this Agreement 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 thirty (30) 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.

9.14 Technical Objections to Grievances

It is the intent of both Parties to 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 arbitration board 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 thirty (30) 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 Arbitrator

Where a grievance has been submitted to arbitration, the parties shall agree upon a single arbitrator. Where the Parties are unable to agree upon a single arbitrator, one shall be appointed in accordance with the provisions of the Labour Relations Code of B.C..

10.3 Board Procedure

The arbitrator may determine his own procedures in accordance with the Labour Relations 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 (½) 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, 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) workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of 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 (1) of the categories listed in (b) above may be removed from the expedited arbitration process at anytime 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 Dismissal and Suspension

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

- (a) The Employer, or any specifically authorized excluded 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 will be forwarded to the President of the Union or the designated staff representative within five (5) working days.

(b) *Suspension* – A suspension of indefinite duration shall be considered a dismissal under 11.1 above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as dismissal grievance.

11.2 Burden of Proof

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

11.3 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee, shall include written censures, letters of reprimand and adverse reports.

(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 employee's 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.

11.4 Performance Review

Where a performance review of an employee's performance is carried out, the employee shall be given sufficient opportunity after the interview to read and review the performance review. Provision shall be made on the performance review form for an employee to sign it. The form shall 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 shall sign in only one (1) of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicates disagreement. An employee shall, upon request, receive a copy of this performance review at the time of signing. An employee's performance review 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. The employee may respond, in writing, to the performance review. Such response will be attached to the performance review.

11.5 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, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated Employer representative. The Employer will provide copies of the entries as requested. The employee or the President, as the case may be, shall give the Employer 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 Employer designated personnel that require the information in the course of their duties.

11.6 Right to Have Union Representative Present

- (a) An employee shall have the right to have 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.
- (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 an undue delay of the appropriate action being taken.

11.7 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 her position and deemed to have abandoned her employment. An employee shall be afforded the opportunity within five (5) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

11.8 Probation for Newly Hired Employees

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.1 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all employees shall be six (6) months.
- (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.

11.9 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 shall 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/her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to Union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) Seniority shall be calculated on the basis of straight-time hours worked.
- (b) When two (2) or more employees have the same service seniority 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 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 herein 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.

12.3 Loss of Seniority

An employee will lose her seniority and will be deemed terminated for the following reasons:

- (a) the employee retires;
- (b) the employee is discharged for just cause;
- (c) the employee abandons her position;
- (d) the employee is laid off for a period of twelve (12) months;
- (e) the employee accepts severance pay;
- (f) the employee fails to advise the Society of her intention to return to work, within three days after being recalled from a layoff;
- (g) is permanently promoted to an excluded position and has passed probation.

12.4 Re-employment

An employee who resigns her position and within sixty (60) days is rehired, 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, subject to any benefits plan eligibility requirement.

12.5 Seniority for Change in Status

A regular employee who changes their status from full-time to part-time shall retain seniority and accumulated sick leave and vacation leave entitlements at the rate at which they were earned.

ARTICLE 13 - LAYOFF AND RECALL

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 re-organization, program termination, closure or other material change in organization.

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 13.3, if the period of layoff exceeds the duration of the seasonal closure by two (2) or more weeks.

13.2 Layoff

Both Parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, the following shall apply:

- (a) employees shall be laid off by classification within a work location in the reverse order of seniority;
- (b) an employee designated for layoff will have the right to bump into another position within the bargaining unit for which she is qualified, according to the amount of her seniority;
- (c) bumping will proceed as follows:
 - (1) A full-time employee shall displace the least senior full-time employee in her own classification. Where the least senior employee in the affected classification is a part-time employee, then the full-time employee designated for layoff shall have the option of displacing the least senior full-time employee or the least senior part-time employee.
A part-time employee shall displace the least senior part-time employee;
 - (2) If the employee does not have sufficient seniority to displace any of the employees in her own classification, the above process will be repeated for those classifications carrying a rate of pay next closest to the employee's current rate;
 - (3) The above process will also apply to those employees displaced as a result of bumping;
- (d) displacements shall not result in promotion;
- (e) bumping rights must be exercised within five (5) days of notification of layoff by providing written notice to the Employer.

13.3 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by certified mail. Employees must accept recall within five (5) days of receipt of the certified mail.
- (b) The recall period shall be one (1) year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

13.4 Reduction in Hours

- (a) Reduction in hours shall be based on seniority, providing that affected employees have the qualifications to perform the work that is available and that licensing standards can be maintained.
- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Article 13.3.
- (c) Any regular employee offered a reduction of hours shall be given two (2) weeks notice of the reduction.

13.5 Advance Notice

The Employer shall provide written notice and/or pay in lieu of notice to a regular employee who is to be laid off prior to the effective date of layoff according to one of the following provisions:

- (a) One (1) week's notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) Two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) Three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

13.6 Grievance on Layoffs and Recalls

Grievances concerning layoff and recalls must be initiated at Step 2 of the grievance procedure.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) A regular work week will consist of five (5) days commencing on Monday and ending on Friday.
- (b) The regular work day for regular full time employees will be eight (8) hours per day between the hours of 7:30 a.m. and 6:00 p.m.
- (c) The regular full time hours of work shall be thirty-seven and one-half (37½) hours per week.
- (d) Employees may be required to work a split shift.

14.2 Rest Periods and Meal Breaks

- (a) 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, 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.
- (b) 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 provided the staff to child ratio can be maintained.

14.3 Minimum Hours

Where an auxiliary employee is called to work but is informed on arrival at the work site she will not be required to work that shift, the employee is entitled to a minimum of two (2) hours pay.

Where an auxiliary employee is called to work, begins her duties and is subsequently informed she will not be required to work the full shift, the employee is entitled to a minimum of four (4) hours pay.

ARTICLE 15 - OVERTIME

15.1 Definition

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of her regularly scheduled hours of work.

- (b) “*Straight-time rate*” means the hourly rate of remuneration.
- (c) “*Time and one-half*” means one and one-half times the straight-time rate.
- (d) “*Double time*” means twice the straight-time rate.

15.2 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. Every attempt to will be made to contact the Employer or immediate supervisor prior to working the overtime.

15.3 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily full-time hours

15.4 Recording of Overtime

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

15.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability, qualifications, and location of employee.

15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half ($1\frac{1}{2}x$) for the first three (3) hours of overtime on a regularly scheduled workday; and
 - (2) double time ($2x$) for hours worked in excess of three (3) hours;
- (b) Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.
- (c) Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she/he would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by the employee and the Employer.
- (d) Employees required to attend staff meetings outside of their regular working hours shall be paid at straight-time rates for actual time spent at such meetings, but no less than two (2) hours.

15.7 Right to Refuse Overtime

All employees shall 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 shall include but not be restricted to situations which require the attendance of an employee in order to provide adequate supervision and care for children.

15.8 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 her regular working day, shall be paid at the rate of straight time for the hours so worked, up to eight (8) hours per day and forty (40) hours per week.
- (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 her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up seven and one-half (7½) hours per day and thirty-seven and one-half (37½) hours per week.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

15.9 No Layoff to Compensate for Overtime

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

ARTICLE 16 - HOLIDAYS**16.1 Paid Holiday**

- (a) 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	

- (b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

16.2 Holiday Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

16.3 Holiday Falling on a Workday

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

16.4 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.

16.5 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 her regular position for a majority of the sixty (60) working days preceding her holiday, in which case she shall receive the higher pay.

16.6 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to four (4) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. When two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

ARTICLE 17 - VACATION**17.1 Vacation Year**

The vacation year shall be from the first day of the school year in September until the last day of the school year, as defined by the *Vancouver School Board*.

17.2 Vacation for the First Incomplete Year

Post-probationary employees are entitled to take earned vacation leave.

17.3 Vacation Entitlement

An employee will be entitled to the following vacation entitlement;

Vacation Year	Entitlement
First to Fourth Year	Eight (8) working days based on four percent (4%) of straight-time pay
Fifth Year and thereafter	Twelve (12) working days based on six percent (6%) of straight-time pay

Regular part-time employees' vacation entitlement will be prorated.

Employees shall be entitled to a vacation pay advance, however, if upon termination the employee has borrowed more vacation pay than they have earned, the balance shall be deducted from their final paycheque. The Employer shall pay the terminating employee for all vacation days owed to her at the rate of pay at which it was earned.

Vacation leave will not be provided to employees until the probationary period has been successfully completed.

17.4 Vacation Scheduling

Employees shall submit their vacation requests in advance to the Director. Vacation will be approved subject to operational considerations.

Where two employees request the same vacation period, seniority will prevail.

Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.

If an employee does not schedule vacation, the vacation bank will be paid out at the end of the vacation year.

17.5 Approved Leave of Absence with Pay during Vacation

When an employee is qualified for bereavement leave or sick 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.

17.6 Termination of Employment

The Employer shall 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 shall have the difference deducted from her final paycheque.

17.7 Vacation Credits Upon Death

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

17.8 Vacation Pay Cheques

Upon giving fifteen (15) calendar days prior notice, employees shall receive on the last working day preceding commencement of their vacation any cheques that would normally fall due during the period of their vacation.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

A permanent, full-time employee shall earn paid sick leave at the rate of one day (1) day per month, granted on the fifteenth (15th) day of the month. Sick leave shall accumulate to a maximum total of ten (10) days.

18.2 Employee to Inform Employer

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

18.3 Sick Leave Records

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

18.4 Medical Confirmation

After sick leave of more than two (2) continuous days, the Employer may request medical confirmation. Any costs incurred in obtaining such confirmation shall be borne by the Employer.

ARTICLE 19 - OTHER LEAVES

19.1 Bereavement Leave

In case of bereavement in the immediate family, an employee shall be entitled to up to two (2) days of bereavement leave. Immediate family shall mean: husband, wife, common-law spouse (including same sex relationship), child, brother, sister, parent, guardian, parent-in-law, son-in-law, daughter-in-law, and grandchild. This definition includes any other relative, if resident in the same household at the time of death, and any other person, with the approval of the Board. Additional leave of absence without pay may be arranged with the approval of the Board.

19.2 Leave for Taking Courses

- (a) An employee shall be granted leave with 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.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

19.3 General Leave

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may 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 shall not be unreasonably withheld.
- (b) Upon return from leave of absence, the employee will be placed in his/her former position or where the position no longer exists in an equivalent position.

19.4 Elections

Any employee entitled to vote in a federal, provincial or municipal election, or a referendum shall be entitled to leave to cast his/her ballot in accordance with applicable legislation.

ARTICLE 20 - MATERNITY AND PATERNITY LEAVE

20.1 Maternity Leave

- (a) 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. Such notice shall include 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.
- (b) A regular employee shall be granted seventeen (17) weeks' maternity leave of absence without pay.
- (c) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period. Such a request must be 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. The employee will provide a medical

certificate from a qualified medical practitioner. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties.

(e) Any further leave granted beyond the normal seventeen (17) week period will be unpaid leave without benefits.

20.2 Parental Leave for Birth and Adopting Parents

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) 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) Where both parents are employees of the Employer, the employees shall determine the apportionment of thirty-seven (37) weeks' parental leave between them.

(c) Upon application, employees shall be granted parental leave as follows:

(1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 20,

(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.

(d) 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.

20.3 Return from Leave

An employee on maternity or parental leave pursuant to Articles 20.1 and 20.2 shall provide the Employer with at least one (1) month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay.

20.4 Benefit Plan

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

20.5 Sick Leave

Illness arising due to pregnancy during employment prior to the leave of absence may be charged to normal sick leave.

20.6 Vacation

The employee shall retain vacation credits she had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement for the period of time covered by the approved leave. In the case of an employee who extends her leave for other than approved medical reasons, vacation entitlement shall not be earned during the extended leave period.

20.7 Extended Child Care Leave

- (a) Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 and 20.2, an employee may be granted a further unpaid leave of absence not to exceed twelve (12) months. An employee shall neither lose nor accrue seniority while on extended child care leave. Approval of such discretionary leave shall not be unreasonably withheld.
- (b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee shall be placed in her former position, or where the position no longer exists in a position of equal rank and basic pay.

20.8 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall 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 21 - SAFETY AND HEALTH

21.1 Conditions

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

21.2 Working Environment

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

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

21.3 Safety Committee

The Parties agree that an 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 Labour/Management Committee shall also act as the Occupational Health and Safety Committee.

21.4 Unsafe Work Conditions

No employee shall be disciplined for exercising his/her right to refuse to do unsafe work pursuant to Section 3.24 of the Industrial Health and Safety Regulations.

21.5 First Aid Requirements

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

21.6 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 shall inform employees about the inherent risks of communicable diseases.
- (c) 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.
- (d) Where a vaccination is or may become available as a preventative measure, such vaccination shall be made available to all 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.

21.7 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 counselling for individuals who have been traumatized 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.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"Technological change" shall mean:

- (a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business.

(b) A change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

Technological change shall not include normal layoffs caused by budget limitations, decreases in the amount of work done or other temporary seasonal or sessional interruptions of work.

22.2 Advance Notice

Where the Employer is aware of an impending change ahead of time, the Employer shall notify the Union sixty (60) days or with as much notice as possible before the introduction of any technological change.

Within fourteen (14) days of the date of the notice under this section, the Union and the Employer shall commence discussions as to the effects of the technological change and in what way, if any, this Agreement should be amended.

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

24.1 Job Postings

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 and Union binders, within seven (7) days of the vacancy or of the new position being established, for a minimum of fourteen (14) calendar days, so that all members will know about the vacancy or new position.

24.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range, location and whether the employee is required to use her automobile in the performance of her duties. Such qualifications may not be established in an arbitrary or discriminatory manner.

24.3 Appointment Policy

In making promotions and transfers, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

24.4 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after 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 is unable to perform the duties of the new job or if the employee, wishes to return to his/her former position, she shall be returned to her former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial period for part time employees will be equal to three (3) months of full time; but in any event will not exceed six (6) calendar months.

24.5 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted. The Union shall be notified of all appointments.

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.

24.6 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.

24.7 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 intent 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.

24.8 Temporary Vacancies

- (a) Vacancies of a temporary nature which exceed or are expected to exceed three (3) months shall be posted as per Article 24.1.
- (b) After three (3) months in the temporary vacancy, successful applicants shall be covered by all provisions of the collective agreement, including Article 26, Health and Welfare Benefits, for which they are eligible, pertaining to regular employees. Upon termination of the position, the incumbent shall return to his/her former position and status.

24.9 Interviews

An applicant for a posted position with the Employer who is not on a leave of absence without pay and who has been called for an interview shall suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor shall be notified as soon as the requirement to appear for an interview is made known.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.1 Rate of Pay

Employees shall 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.

25.2 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 three (3) full shifts or more, she shall receive the rate for a job where a single rate is established. If a salary range is established, she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above her current rate, whichever is greater, but not more than the top of the new salary range.

25.3 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 shall maintain her regular rate of pay.

25.4 Reclassification of Position

An employee shall not have her salary reduced by reason of a reclassification of her position that is caused other than by the employee herself.

25.5 Personal Vehicle

An employee shall not be required to use her personal vehicle in the performance of her duties.

ARTICLE 26 - HEALTH AND WELFARE BENEFITS**26.1 Eligibility**

Regular employees, who work 20 or more hours per week and have passed the probation period, shall be entitled to health and welfare benefits pursuant to Article 26.

26.2 Medical Services Plan

The Employer will provide and pay one hundred percent (100%) of the eligible premium cost for MSP for employees and their dependants. Employees will personally apply to MSP of BC in order to take advantage of any premium assistance that they may be eligible for. The Employer will pay one hundred percent (100%) of the difference between the premium assistance and the actual amount of the premium.

26.3 Extended Health Benefit

The Employer will provide and pay one hundred percent (100%) of the eligible premium cost for a mutually acceptable Extended Health plan for eligible employees and their dependents.

26.4 Dental Plan

The Employer will provide and pay eighty percent (80%) of the premium cost for a mutually acceptable Dental Plan for eligible employees and their dependents.

ARTICLE 27 - GENERAL CONDITIONS**27.1 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.

27.2 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 shall have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

27.3 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.
- (b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT
between the
L'ECOLE BILINGUE KINDERCARE SOCIETY
and the
BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)

27.4 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.

27.5 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 client information shall be surrendered to the Employer by the employee on termination of employment.

27.6 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.

27.7 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 shall take all reasonable precautions to safeguard it.

27.8 Co-op, Practicum and Work Experience Students

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

27.9 Payroll Deductions

Payroll shall be completed biweekly.

27.10 Job Descriptions

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

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 material;
- Unwanted questions or comments of a sexual nature;
- Practical jokes of a sexual nature.

(c) To constitute sexual 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 the Union recognize the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary to protect employees 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 personal 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.

(e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

28.3 Harassment Complaint Procedures

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 or designate. 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 by 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 mutually 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 complaint is determined to be of 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 BC Human Rights Code. 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 BC 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 the Article shall be treated in strict confidence by all Parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

ARTICLE 29 - CRIMINAL RECORDS CHECKS

The Employer agrees to the treatment of criminal records checks in accordance with the Criminal Records Review Act of BC. The Employer agrees to pay the cost for criminal records checks upon presentation of an authorized receipt.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This Agreement shall be binding and remain in effect until midnight, June 30, 2006.

30.2 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 March 1, 2006, but in any event not later than midnight, March 31, 2006.

(b) Where no notice is given by either party prior to March, 31, 2006 both Parties shall be deemed to have been given notice under this article on March 31, 2006.

(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.

30.3 Commencement of Bargaining

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

30.4 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.

30.5 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) Wage rates, where applicable, shall be implemented in the second pay period after receipt of all funds. Retroactivity shall be paid in the following pay period.

30.6 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:

George Heyman, President

Roslyn Chambers, Director

Jessica Harrison, Bargaining Committee

Dave Katz, Director

Chris Mullen, Staff Representative, Negotiations

Caitlin Bigsby, Director

Signed this _____ day of _____, 20 _____.

APPENDIX A – SALARY SCALE

Classification	Effective Nov. 1, 2002	Effective June 1, 2003	Effective July 1, 2003	Effective July 1, 2004	Effective July 1, 2005
Program Coordinator	\$14.00	\$14.00	\$14.28	\$14.42	\$14.71
Childcare Assistant	\$13.00	\$13.50	\$13.77	\$13.91	\$14.19

MEMORANDUM OF AGREEMENT #1

RE: ESTABLISHMENT OF SENIORITY LISTS

It is agreed that the Employer will establish its seniority list within three (3) months of ratification, pursuant to the Collective Agreement, in consultation with local Union representatives.

The Employer will prepare and present the list to the employees and the local Union representatives. If an employee or the local Union representative dispute an individual's seniority determination, the local Union representatives will review the pertinent information with the Employer with the objective of resolving the issue.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE
EMPLOYER:

 George Heyman, President

 Roslyn Chambers, Director

 Jessica Harrison, Bargaining Committee

 Dave Katz, Director

 Chris Mullen, Staff Representative, Negotiations

 Caitlin Bigsby, Director

Signed this _____ day of _____, 20 _____.