

**COLLECTIVE AGREEMENT**

**between the**

**CEDAR DRIVE PRESCHOOL SOCIETY**

**and the**

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

**Effective from August 1, 1999 to July 31, 2005**

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## DEFINITIONS

For the purpose of this Agreement:

“*Union*” means the B.C. Government and Service Employees’ Union;

“*Continuous employment*” and “*continuous service*” mean uninterrupted employment with the Employer and its predecessors, subject to the provisions of Article 12.3;

“*Employer*” means the Cedar Drive Preschool Society;

“*Day of rest*” in relation to an employee, means a day other than a statutory holiday on which an employee is not ordinarily required to work. This does not include employees on leave of absence, nor part-time employees working less than full-time hours per week;

“*Leave of absence with pay*” means to be absent from duty with permission and with pay;

“*Leave of absence without pay*” means to be absent from duty with permission but without pay;

“*Holiday*” means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement;

“*Promotion*” means a change from an employee’s position to one with a higher maximum salary;

“*Demotion*” means a change from an employee’s position to one with a lower maximum salary;

“*Pay*” means hourly rate of compensation for the job;

“*Hourly rate*” of pay for all employees shall be in accordance with the classifications as contained in Appendix A;

“*Vacation year*” shall be defined as the Employer’s current practise.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to provide orderly collective bargaining between the Employer and the Union. Both the Employer and the Union agree that it is in the best interest of both Parties to co-operate fully, individually and collectively with one another and thereby agree to abide by the terms set out in this Agreement.

The Parties to this Agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the 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 this Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached the matter shall be sent to arbitration as provided in Article 10.

### 1.3 Conflict with Regulations

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

### 1.4 Use of Terms

(a) *Masculine and Feminine* - The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.

(b) *Singular or Plural* - Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

### 1.5 No Discrimination

The Parties hereto subscribe to the principles of the Human Rights 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.

## ARTICLE 2 - DEFINITION OF EMPLOYEES

### 2.1 Full and Part-Time Employees

(a) A regular full-time employee is one who is appointed to a full-time position and is regularly scheduled to work full-time shifts as identified in Article 14.2(a). These employees are entitled to all benefits outlined in this Collective Agreement.

(b) 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 prorated basis.

### 2.2 Term Certain Employees

These are employees hired for a specified period of time in order to perform a specific task. These Term Certain positions are usually a result of the need for specific assistance to an individual student or client and the fund to pay for the position are received under a time defined contract, however it is recognized that Term Certain projects can also be for special projects other than which may have been created by government programs, grants, or special needs individuals.

Term Certain employees shall be considered terminated for cause upon completion of their specified term, unless that term is extended by the Employer with notice to the Union.

The specified period and the extension, if needed, will not exceed six (6) months duration except where the project is a Federal Government program. Where the total duration is greater than six (6) months, other than above, the Term Certain employee will be considered a relief employee for the purposes of seniority, retroactive to the first day of the Term Certain appointment.

Term Certain employees who are employed under one or more government sponsored special employment programs shall be paid in accordance with the rate established under the terms of the specific grant.

## ARTICLE 3 - UNION RECOGNITION AND RIGHTS

### 3.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board except those excluded by mutual agreement of the Parties or by the Labour Relations Code.

### 3.2 Bargaining Agent Recognition

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

### 3.3 Correspondence

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

### 3.4 No Other Agreement

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

### 3.5 No Discrimination for Union Activity

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

### 3.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Union agrees to provide the Employer with a list of the 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 her alternate, shall obtain the permission of her immediate supervisor before leaving her work to perform her 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 her 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 sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### 3.8 Union Insignia

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

### 3.9 Time Off for Union Business

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;
- (5) to a maximum of two (2) employees who are representatives of the Union on the Bargaining Committee to carry on negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders;
- (7) to employees designated by the Union to sit as observers on interview panels.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties as per 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 (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.

### 3.10 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

### **3.11 Labour Relations Code**

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

### **3.12 Emergency Services**

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

## **ARTICLE 4 - UNION SECURITY**

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.

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

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**

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

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.

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.

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

Before the Employer is obliged to deduct any amount under this 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.

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 employees in the bargaining unit.

The Employer shall supply each employee, without charge, a T4 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1<sup>st</sup> of the succeeding year.

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

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

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

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

### **8.1 Representation**

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

### **8.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to two (2) members of the Union together with the President of the Union or his/her 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**

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

### **8.4 Labour Management Committee**

- (a) There shall be established a Labour/Management Committee composed of one (1) Union representative and one (1) Employer representative. The Parties may mutually agree to increase the size of this Committee up to a maximum of four (4) Union representatives and four (4) Employer representatives.
- (b) The Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on the Committee.
- (c) An Employer representative and a Union representative shall alternate in presiding over meetings.

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

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

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

**8.5 Technical Information**

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

**ARTICLE 9 - GRIEVANCES**

**9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

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

shall be resolved in accordance with the following procedures.

**9.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have 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 Article 9.4, must do so not later than thirty (30) 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 Article 9.3, the employee may present a grievance at this level by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the Article or Articles of this Agreement violated or alleged to have been violated, and the remedy or correction required; and

(3) transmitting this grievance to the designated local supervisor through the Union steward.

(b) The local supervisor shall:

(1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and

(2) provide the employee with a receipt stating the date on which the grievance was received.

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

(a) Within ten (10) 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) days of receiving the grievance at Step 2.

**9.6 Step 3**

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

(a) within fourteen (14) 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) 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) days of receipt of the grievance at Step 3.

**9.8 Failure to Act**

If the President of the Union, or his/her 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/her designate, may inform the Employer of her intention to submit the dispute to arbitration within:

(a) thirty (30) days after the Employer's decision has been received;

(b) 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 registered mail or facsimile.

### **9.11 Dismissal or Suspension Grievance**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within 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 thirty (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 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 the occurrence.

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

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

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

### **9.15 Management Grievance**

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Employer or designate presenting the grievance to the President of the Union or his/her designate.

## **ARTICLE 10 - ARBITRATION**

### **10.1 Notification**

Where a difference arises 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 the Arbitrator**

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

### **10.3 Board Procedure**

The Arbitrator may determine her own procedure in accordance with the Labour Relations Code and shall give full opportunity to all Parties to present evidence and make representations. She shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of her 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 she 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 procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned Parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

### **10.9 Expedited Arbitration**

- (a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolvable 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 a provision of this Collective Agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a Party intends to raise a preliminary objection; and
  - (8) demotions.

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

- (c) The Parties shall mutually agree upon single Arbitrators who shall be appointed to hear and resolve groups of grievances.

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

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

### **11.1 Procedure**

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

### **11.2 Dismissal and Suspension**

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

### **11.3 Burden of Proof**

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

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

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

### **11.5 Evaluation Reports**

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

### **11.6 Personnel File**

- (a) An employee, or the President of the Union or his/her designate, with 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 management representative. The Employer will provide copies of file 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 supervisory personnel that require the information in the course of their duties.

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

- (a) An employee shall have the right to have 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 her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union Representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in a undue delay of the appropriate action being taken.

### **11.8 Abandonment of Position**

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

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

- (a) 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 11.2 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 she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for supervisory and professional employees registered by a recognized association, shall be six (6) months worked or the equivalent number of hours worked as based on the

normal hours of work of a full-time employee, whichever occurs last. The probationary period for all other employees shall 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, whichever occurs last.

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

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

#### **11.10 Employee Investigations**

(a) 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.

(b) The Employer will make every effort to complete its investigation within fourteen (14) days.

(c) The Employer will notify the President of the Union or her/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**

"Seniority" shall be defined as the length of the employee's continuous employment with the Employer, including service prior to the signing of this Agreement. Full-time employees shall be credited with seniority equivalent to their length of continuous employment. Part-time employees shall be credited with seniority based on all straight-time hours paid by the Employer.

#### **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 therein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

(c) The Employer will provide the Union and the Bargaining Unit Chairperson with a copy of the seniority list upon request.

#### **12.3 Loss of Seniority**

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days' duration. An employee shall continue to accrue seniority if she is absent from work with pay, for leaves under Article 3.9, or being compensated by the Workers' Compensation Board or ICBC

for an injury or illness incurred during employment with the Employer. An employee shall lose her seniority only in the event that:

- (a) she is discharged for just cause;
- (b) subject to 12.5, she voluntarily terminates her employment or abandons her position, as per Article 11.8;
- (c) she is on layoff more than one (1) year;
- (d) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days; or
- (e) she 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 re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits subject to any benefit plan eligibility requirements.

#### **12.5 Bridging of Service**

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

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

#### **12.6 Same Seniority Date**

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

### **ARTICLE 13 - LAYOFF AND RECALL**

#### **13.1 Definition of a Layoff**

"*Layoff*" is 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 reduction in hours of work where such a reduction is permanent and eliminates an employee's health and welfare benefit entitlement, a reorganization, program termination, closure or other material change in organization.

#### **13.2 Layoff**

Both Parties recognize that job security shall increase in proportion to length of service

- (a) The individual with the least seniority will be designated for layoff from the classification within that worksite.
- (b) The date the layoff will commence will be identified.

- (c) The employee designated for layoff shall be placed into a vacant regular position in their own classification with the equivalent number of hours. If this is not possible, the employee may choose:
- (1) placement on the relief call-in and recall lists with no loss of seniority; or
  - (2) placement into an equivalent vacant regular position providing they are qualified to satisfactorily perform the duties; or
  - (3) to displace the least senior employee working the equivalent number of hours in the classification identified for layoff, providing they are qualified to satisfactorily perform the duties; or
  - (4) to displace the least senior employee in another classification with the equivalent hours, provided the employee has previously worked within the Program and they are qualified to satisfactorily perform the duties; or
- (d) Bumping rights must be exercised within five (5) days of notification of layoff by providing written notice to the Executive Director.
- (e) Displacements shall not result in a promotion.

### **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 registered mail. Employees must accept recall within five (5) days of receipt of the registered 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 Advance Notice and Severance Pay**

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:

- (1) one (1) week's notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (2) two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (3) three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment plus one additional week for each year of employment, to a maximum of four (4) weeks notice and/or pay in lieu of notice.

### **13.5 Grievance on Layoffs and Recalls**

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

### **13.6 Worksite Closure**

Where the Employer closes a worksite or discontinues a Program, the Employer will consult with the Union.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Definitions

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

### 14.2 Hours of Work

- (a) The regular working hours shall not exceed forty (40) hours per week.
- (b) The normal work week shall consist of five (5) working days of eight (8) hours each, from Monday to Friday inclusive.

### 14.3 Rest Periods

- (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.
- (b) Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift.
- (c) Due to the special needs of the children, employees are required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed. Rest periods shall be taken without loss of pay to the employees.

### 14.4 Meal Periods

- (a) Meal periods shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) An employee shall be entitled to take her meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time.

### 14.5 Staff Meetings

Employees who are required to attend staff meetings shall be paid their appropriate rate of pay. When the meeting is voluntary, the employee has no obligation to attend.

## ARTICLE 15 - OVERTIME

### 15.1 Definitions

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

## **15.2 Overtime Entitlement**

Overtime entitlement shall be calculated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than fifteen (15) minutes per day.

## **15.3 Recording of Overtime**

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

## **15.4 Sharing of Overtime**

Overtime work shall be allocated equitably within a worksite.

## **15.5 Overtime Compensation**

Employees requested to work in excess of the normal daily full shift hours as outlined in Article 14.2, or who are requested to work on their scheduled day of rest, shall be paid:

- (a) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday;
- (b) double time for hours worked in excess of the two (2) referred to in (a) above;
- (c) double time for all hours worked on a scheduled day of rest.

The compensation of overtime in (a) and (b) is to be on a daily basis and not cumulative.

The Employer and the Union recognize that the nature of the work carried out by employees in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In order to facilitate a fair and reasonable administration of this clause, the Employer will draw up a policy defining the circumstances under which employees working in specific positions may undertake overtime work without prior authorization. A copy of the policy will be provided to the Union.

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

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

## **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.

## **15.8 Call Back Provisions**

Employees called back to work on their regular time off shall be paid a minimum of three (3) hours overtime at the applicable rate, or shall be paid at the applicable rate for the time worked, whichever is greater.

These employees shall receive a transportation allowance based on the cost of taking a taxi from their home to the Employer's place of business and return or, if the employee normally drives her automobile to work the vehicle allowance from the employee's home to the Employer's place of business and return. The minimum allowance shall be two dollars (\$2.00).

## **15.9 Rest Interval**

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

**15.10 Overtime for Part-time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**15.11 Dependent Care Expenses for Overtime**

When the Employer directs an employee to work overtime, the Employer shall pay for any dependent care expenses incurred by the employee. Such expenses to be the dependent care expenses normally paid by the employee.

**15.12 Authorization of Overtime**

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

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

**ARTICLE 16 - HOLIDAYS****16.1 Paid Holidays**

The following shall be designated 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 holiday proclaimed as a holiday by the federal government or the government of the province of British Columbia shall also be a paid holiday.

**16.2 Holiday Falling on Saturday or Sunday**

For an employee whose normal 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 another day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. When a holiday falls on a Sunday and it is not proclaimed as being observed on another day, the following Monday (or Tuesday, where the preceding Article already applies) shall be deemed to be the holiday for the purpose of this Agreement.

**16.3 Holiday Falling on a Day of Rest**

When a paid holiday falls on a regular full-time employee's day of rest, the employee shall be entitled to a day off in lieu of the holiday.

**16.4 Holiday Coinciding With a Day of Vacation**

Where a full-time 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.

**ARTICLE 17 - ANNUAL VACATIONS**

**17.1 Annual Vacation Entitlement**

The Employer's current practice with respect to the vacation year shall be maintained.

(a) New employees who have been continuously employed at least six (6) months prior to the commencement of the vacation year will receive vacation time based on total completed calendar months employed to the commencement date.

New employees who have not been employed six (6) months prior to the commencement of the vacation year will receive a partial vacation after six (6) months service based on the total completed calendar months employed to the commencement date.

(b) Employees with one (1) or more years of continuous service shall have earned the following vacation with pay:

One (1) year .....	fifteen (15) workdays (6.0%)
Two (2) years .....	fifteen (15) workdays (6.0%)
Three (3) years .....	twenty (20) workdays (8.0%)
Four (4) years .....	twenty (20) workdays (8.0%)
Five (5) years .....	twenty (20) workdays (8.0%)
Six (6) years .....	twenty (20) workdays (8.0%)
Seven (7) years.....	twenty-two (22) workdays (8.8%)
Eight (8) years.....	twenty-three (23) workdays (9.2%)
Nine (9) years.....	twenty-four (24) workdays (9.6%)
Ten (10) years .....	twenty-five (25) workdays (10.0%)
Eleven (11) years .....	twenty-six (26) workdays (10.4%)
Twelve (12) years .....	twenty-seven (27) workdays (10.8%)
Thirteen (13) years.....	twenty-eight (28) workdays (11.2%)
Fourteen (14) years .....	twenty-nine (29) workdays (11.6%)
Fifteen (15) years .....	thirty (30) workdays (12.0%)
Sixteen (16) years .....	thirty-one (31) workdays (12.4%)
Seventeen (17) years.....	thirty-two (32) workdays (12.8%)
Eighteen (18) years .....	thirty-three (33) workdays (13.2%)
Nineteen (19) years.....	thirty-four (34) workdays (13.6%)
Twenty (20) years .....	thirty-five (35) workdays (14.0%)

**17.2 Vacation Preference**

(a) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority.

(b) **Christmas and Spring Break Closure** – If the preschool and special needs program should close during the period of time scheduled by the Coquitlam School District for Christmas and Spring Break, employees will receive pay for administration duties during these time periods.

(c) **Summer Closure** – If programs should close down for either one (1) month or two (2) months during the summer, all employees will be required to take their annual vacation during the closure. Any closures will be at the sole discretion of the Employer.

### **17.3 Vacation Pay**

Employees will receive earned vacation pay on each pay period according to their years of continuous service.

### **17.4 Vacation Carry Over**

(a) A regular employee may carry over up to five (5) days vacation leave per year except that such vacation carryover shall not exceed ten (10) days at any time. An employee shall not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not requested for scheduling or carryover by three (3) months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

(b) A single vacation period, which overlaps the end of a vacation year, shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### **17.5 Vacation Schedules**

Employees shall submit their vacation requests with one (1) month's notice to their supervisor.

### **17.6 Vacation Schedule Changes**

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.

### **17.7 Vacation Pay Upon Termination**

(a) Should an employee's employment terminate prior to the end of the calendar year, any unearned vacation taken shall be paid back to the Employer and can be deducted from the employee's final paycheck.

(b) Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Article 17.1.

### **17.8 Vacation Credits Upon Death**

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

### **17.9 Approved Leave of Absence With Pay During Vacation**

When an employee is qualified for bereavement leave, sick leave or any other approved leave with pay during her vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this Article 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.

**17.10 Banked Vacation**

Once every five (5) years an employee may bank one (1) full year's vacation entitlement to be taken in conjunction with next year's vacation. For the purposes of this clause, all vacation in the second year must be taken consecutively.

**17.11 Conversion of Hours**

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2, annual earned vacation shall be converted to hours on the basis of the normal full-time daily hours of work outlined in 14.2, and deducted based on the number of hours taken as vacation leave in accordance with the employee's work schedule.

**17.12 Prime Time Vacation Period**

Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year she chooses to take her employee entitlement. However, all employees shall be allowed to take their employee entitlement during the period of April 15<sup>th</sup> to October 15<sup>th</sup> inclusive, which shall be defined as the prime time vacation period.

**ARTICLE 18 - SICK LEAVE****18.1 Sick Leave Credits**

- (a) *Premium Reduction* - The following sick leave provision may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the Employment Insurance Act.
- (b) *Sick Leave Credits* - Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of one point five (1.5) days per month to a maximum of sixty (60) days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of her sick leave credits.
- (c) All sick leave credits are cancelled when an employee's employment is terminated.

**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 the return to duty in advance of that date.

**18.3 Conversion of Hours**

Where an employee's regular scheduled workday is greater than those outlined in Article 14.2, sick leave shall be converted to hours on the basis of the normal full-time daily hours of work outlined in 14.2, and deducted based on the number of hours taken as sick leave in accordance with the employee's work schedule.

**18.4 Ineligible for Sick Leave**

An employee is not eligible for sick leave with pay for any period which starts after the date she is on leave of absence without pay, under suspension, on layoff, on strike or lockout.

**18.5 Sick Leave Records**

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

## 18.6 Medical and Dental Appointments

Regular employees shall be granted reasonable periods of leave without loss of pay to attend medical and dental appointments which were unable to be scheduled outside normal working hours. In such events, employees are expected to schedule appointments at times which will least affect the workday and/or inconvenience the Employer.

## ARTICLE 19 - SPECIAL AND OTHER LEAVE

### 19.1 Compassionate Leave

Compassionate leave of absence of three (3) days with pay shall be granted to a regular employee at the time of notification of death, upon application to the Employer, in the event of a death of a member of the employee's immediate family. This shall include parent (or alternatively step-parent or foster-parent), spouse, common-law spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides. Up to an additional two (2) days with pay may be taken associated with travel.

Such compassionate leave shall be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used shall be restored.

Compassionate leave of absence with pay shall not apply when an employee is on an unpaid leave of absence.

### 19.2 Special Leave

Effective April 1, 2002, where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at her regular rate of pay to a maximum of ten (10) days per year for the following:

- (a) Marriage of the employee ..... five (5) days
- (b) Birth or adoption of the employee's child ..... one (1) day
- (c) Serious household or domestic emergency including illness in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member ..... up to two (2) days
- (d) Employee moving from one permanent residence to another ..... one (1) day per year;
- (e) Attend funeral as pallbearer but not in addition to bereavement leave ..... one-half (½) day;
- (f) Attend wedding of employee's child ..... one (1) day;
- (g) Divorce hearing of employee ..... one (1) day;
- (h) Attend her formal hearing for Canadian citizenship ..... one (1) day;
- (i) Court appearance for hearing of employee's child ..... one (1) day.

Two (2) weeks' notice is required for leave under subsections (a), (d), (f), (g), (h), and (i). For the purpose of determining eligibility for special leave under (d), an employee shall qualify if she is maintaining a self-contained household and if she is changing her place of residence, which necessitates the moving of household furnishings and effects during her normal working hours. It is understood that employees shall make every effort to schedule moves at times and on days that will not necessitate the granting of such leave.

### 19.3 Full-time Union or Public Duties

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

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

#### **19.4 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of her regular earnings while serving at court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise her supervisor as soon as she is aware that such leave is required.

#### **19.5 Elections**

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

#### **19.6 General Leave**

- (a) Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave. Approval shall not be withheld unjustly.
- (b) Upon return from leave of absence, the employee will be placed in her former or equivalent position.

### **ARTICLE 20 - MATERNITY AND PARENTAL LEAVE**

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

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

#### **20.1 Maternity Leave**

- (a) The employee will be granted leave for a period not longer than seventeen (17) weeks.

- (b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.
- (c) A request for shorter period under Clause 21.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.
- (d) The Employer shall, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a medical practitioner's certificate is presented.

## **20.2 Parental Leave**

- (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 the 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 21;
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child;
  - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition, 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 Leave without Pay**

All leave taken under Article 21 is leave without pay.

## **20.4 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 20.1 and 20.2 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Article 20.1(f) and/or 20.2(d). Where an employee is granted total maternity leave under Articles 20.1(a) and 20.1(f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 20.2.

**20.5 Return from Leave**

- (a) On return from leave, an employee shall be placed in her former position. Where the former position does not exist, the employee shall be placed in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to 20.1 or 20.2.

**20.6 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority 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 an application for re-employment is not made within one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

**20.7 Sick Leave Credits**

Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick 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. First aid kits shall be supplied in accordance with this Article.

**21.2 Working Environment**

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

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

**21.3 Safety Committee**

- (a) The Employer and the Union agree that policies and guidelines relating to safety and health shall be recommended by the Safety Committee. Unless mutually agreed otherwise, the Committee will meet at least once per month to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) The Safety Committee shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Committee membership shall be as follows:
  - (1) the committee shall be comprised of a minimum of one (1) member appointed by the Union and one (1) member appointed by the Employer. In no case will the Employer's members outnumber those of the Union;
  - (2) a chairperson and secretary shall be elected from and by the members of the committee. Where the chairperson is an Employer member, the secretary shall be a employee member, and vice versa.

#### **21.4 Unsafe Work**

No employee shall be disciplined for exercising her right to refuse to do unsafe work pursuant to Sections 3.12 and 3.13 of the WCB Occupational Health and Safety Regulations.

#### **21.5 Workplace Aggression**

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

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

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

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

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

#### **21.6 Injury Pay Provision**

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

#### **21.7 Transportation of Accident Victims**

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

#### **21.8 Employee Check In**

Check in procedures will be implemented to ensure the safety of all employees who work alone.

#### **21.9 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) Where the Employer is aware of a client with a communicable disease, the Employer shall inform the primary care givers about the inherent risk of the communicable disease.
- (c) 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, at no cost to the employee.

#### **21.10 Protective Clothing and Supplies**

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

#### **21.11 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with video display terminals shall meet the standards recommended by the Workers' Compensation Board.

## ARTICLE 22 - LABOUR ADJUSTMENT

The parties hereby agree to subscribe to the principles to Section 54 of the Labour Relations Code.

## ARTICLE 23 - PROMOTION AND STAFF CHANGES

### 23.1 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards 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.

(b) The Employer shall not advertise outside the agency for any position until the end of seven (7) calendar day's internal posting without the permission of the Union.

### 23.2 Information in Postings

Such notice shall contain the following information: nature of position, experience, qualifications, wage or salary rate or range, location, shift schedule, hours per week, the closing date, location where applications are to be sent, and whether the employee is required to use her automobile in the performance of her duties. Qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "*This position is open to male and female applicants*", except where bona fide occupational requirements prevent it. The burden of proof of bona fide exceptions rests with the Employer. All postings shall also state "*This position requires Union membership*".

### 23.3 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.

### 23.4 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new position 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 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.

### 23.5 Local Union Observer

The President of the Union or his/her designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested Party.

### 23.6 Notification

Within seven (7) calendar days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.

The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.

Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

### **23.7 Right to Grieve**

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

### **23.8 Vacation Letters**

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter 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.

### **23.9 Deemed Qualified**

If qualifications for a position are changed, current employees are deemed to possess the necessary qualifications for the position or other like positions, provided they possess an equivalent combination of education, training and experience.

## **ARTICLE 24 - CAREER DEVELOPMENT**

### **24.1 Purpose**

Both Parties recognize that improved client care will result if employees acquire knowledge and skills related to the services provided by the Employer. The provisions of this Article are intended to assist employees in maintaining and improving skills.

### **24.2 Staff Development Leave**

(a) An employee shall be granted leave without loss of pay, at her basic rate of pay, to take courses (including related examinations), conferences, conventions, seminars, workshops, symposiums or similar out-of-service programs, at the request of the Employer. The amount of pay received by an employee shall not exceed the full-time daily hours of work as outlined in Article 14.2.

When such leave is granted, the Employer shall bear the full cost, including tuition fees, entrance or registration fees, laboratory fees, and course-related books. The Employer shall also reimburse the employee for approved travelling, subsistence, and other legitimate, applicable expenses.

(b) An employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enroll to acquire the skills necessary to enhance opportunities.

(c) Approval of requests will be given reasonable consideration and leaves pursuant to this Article will be administered in a reasonable manner.

(d) Should the employee noted above terminate her employment for any reason during the six (6) month period following completion of the above-noted leave, the employee shall reimburse the Employer for all expenses incurred by the Employer (i.e. tuition fees, entrance or registration fees, laboratory fees, and course-required books) on a proportionate basis.

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

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

**25.2 Paydays**

- (a) Employees shall be paid bimonthly with a draw on the 15<sup>th</sup> of the month and the balance of the pay period on the last day of each month.
- (b) If the paycheque is not available on the payday, and where good and sufficient cause warrants it, the Employer, upon request of the employee, shall arrange for the employee to be provided with an adequate advance on her salary providing the proper signatures for such cheque advance are reasonably available.
- (c) The Employer will provide the Union with notification prior to implementation of direct deposit. Upon implementation, the Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory, except where access to a financial institution with capability of accepting direct deposit is not available.

**25.3 Rates of Pay**

- (a) 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.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.

**25.4 Substitution Pay**

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, she shall receive the rate for the job in the case of a single rate classification.

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

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

**25.6 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.

**25.7 Reclassification of Position**

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

**25.8 Mileage Allowance**

An employee who uses her own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of thirty-four cents (34¢) per kilometre [Effective October 1, 2001: thirty-six cents (36¢) and effective October 1, 2002: thirty-eight cents (38¢)]. Minimum daily allowance where a claim is to be submitted shall be two dollars (\$2.00).

## ARTICLE 26 - GENERAL CONDITIONS

### 26.1 Damage to Personal Property

Where an employee's personal property, utilized in the performance of their duties, is damaged by a client, patient or resident while the employee is carrying out their duties, and the damages are not covered by Workers' Compensation, the Employer shall reimburse the employee for the necessary repairs or replacement.

### 26.2 Supply and Maintenance of Equipment

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

### 26.3 Indemnity

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

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

### 26.4 Copies of Agreement

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

### 26.5 Contracting Out

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

### 26.6 Personal Duties

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

### 26.7 Payroll Deductions

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

### 26.8 Client Confidentiality

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

## **26.9 Administration of Medication**

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

## **26.10 Job Descriptions**

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

## **26.11 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.

## **26.12 Required Certificates**

- (a) First aid requirements made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licenses, the cost of renewing the required certificate shall be borne by the Employer. Time spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight-time.

# **ARTICLE 27 - HARASSMENT**

## **27.1 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:
  - (1) touching, patting or other physical contact
  - (2) leering; staring or the making of sexual gestures
  - (3) demands for sexual favours
  - (4) verbal abuse or threats
  - (5) unwanted sexual invitations
  - (6) physical assault of a sexual nature
  - (7) distribution or display of sexual or offensive pictures or material
  - (8) unwanted questions or comments of a sexual nature
  - (9) 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.

## **27.2 Personal Harassment**

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

## **27.3 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. 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 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 report give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with 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; or
  - (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 13 of the B.C. 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 B.C. Human Rights Commission or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under this Article shall be treated in strict confidence by all Parties involved.

## ARTICLE 28 - RELIEF EMPLOYEES

### 28.1 Employment Status

Relief employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees have not requested topped up hours. These periods shall not exceed three (3) months without the agreement of the Union. Relief employees will be considered in-service applicants when applying for vacancies.

### 28.2 Seniority

- (a) The Employer shall maintain a seniority list of relief employees, which shall be supplied to the Union and posted on the bulletin boards.
- (b) Relief employees shall accumulate seniority retroactive to their start date after having worked thirty (30) days. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for Union business.
- (c) Upon return to work from receiving WCB, relief employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.

### 28.3 Call In Procedures

Qualified relief employees shall be called in order of seniority.

### 28.4 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
  - (1) for relief employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days; and
  - (2) for relief employees elected to a public office for a maximum period of five (5) years.

- (b) A relief employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which polls are open in which to cast her ballot.
- (c) In the case of bereavement, relief employees are entitled to leave as per Article 19.1 without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

### **28.5 Holiday and Vacation Pay for Relief Employees**

Relief employees shall receive four percent (4%) of their straight-time pay in lieu of scheduled vacations and paid holidays.

### **28.6 Application of Agreement**

Except as otherwise noted, the provisions of Articles 12, 13, 15.8, 15.9, 15.11, 16, 17, 18 and 19 do not apply to relief employees.

### **28.7 Recall**

Relief employees shall be offered available work provided they are qualified, in order of relief seniority within a service unit. To be qualified, a relief employee must:

- (a) have indicated the programs in which they are prepared to work; and
- (b) have the credentials, as required in a regular job posting, for the specific classification(s) within the programs indicated in (a) above.

There shall be no violation to this Agreement where the Employer has attempted to notify relief employees of available work in writing or by telephone and has been unable to do so.

### **28.8 Loss of Seniority**

Relief employees shall lose their seniority rights and employment:

- (a) If they refuse on four (4) separate occasions in a calendar year or for single periods for a term greater than ten (10) working days in a calendar year.
- (b) If they are offered no additional employment within six (6) months following the last recorded date of employment.

For the purpose of (a) above, it is understood that if a relief employee does not notify the Employer of their unavailability, it shall be considered a refusal if the Employer cannot contact them to offer the work.

## **ARTICLE 29 - TERM OF AGREEMENT**

### **29.1 Duration**

This Agreement shall be binding and remain in effect until midnight July 31, 2005.

### **29.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after April 1, 2005, but in any event not later than midnight, April 30, 2005.

(b) Where no notice is given by either Party prior to April 30, 2005 both Parties shall be deemed to have been given notice under this article on April 30, 2005.

(c) All notices on behalf of the Union shall be given by the President or his/her designate and similar notices on behalf of the Employer shall be given by the Employer.

**29.3 Commencement of Bargaining**

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

**29.4 Changes in Agreement**

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

**29.5 Effective Date of Agreement**

The provisions of the Agreement shall come into full force and effect on the date of ratification, unless specified otherwise.

Wage rates shall be implemented in the first pay period after the receipt of funds from the government. Retroactivity shall be paid within two (2) pay periods after the receipt of funds from the government.

**29.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Janet Dobrzanski, Chairperson

\_\_\_\_\_  
Kathy Geremia, Bargaining Committee

\_\_\_\_\_  
Rocky Simpson, Vice-Chairperson

\_\_\_\_\_  
Laura McCusker, Bargaining Committee

\_\_\_\_\_  
Lorraine Sheppard, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX A**  
**WAGE RATES**

Classification		Apr. 1/00	Oct. 1/00	Oct. 1/01	Oct. 1/02	Oct. 1/03	Oct. 1/04	Oct. 1/05
<b>Family and Children's Services:</b>								
<b>Supervisor</b>	<i>Start (0-12 mos):</i>				17.70	17.70	17.88	18.06
	<i>After 1 year:</i>	17.21	17.68	18.19	18.70	18.70	18.89	19.08
<b>Preschool Teacher</b>	<i>Start (0-12 mos)</i>				15.83	15.83	15.99	16.15
	<i>After 1 year:</i>	15.30	15.81	16.32	16.83	16.83	17.00	17.17
<b>Relief</b>					12.00	12.00	12.12	12.24
<p><b>Supervisor</b> - A qualified member of staff in charge of and responsible to the Board for the day to day operations of the centre, including such financial responsibilities as assigned by the Board of Directors of the Centre, and for the overall child care program including coordination of staff duties.</p> <p><b>Preschool Teacher</b> - A qualified member of staff sharing responsibility for the overall child care program including coordination of staff duties, second in charge and qualified to assume the responsibilities of the Administrative Early Childhood Educator in her/his absence as assigned by the Administrative Early Childhood Educator.</p> <p><b>Relief</b> - A qualified member of staff responsible for implementing the child care program.</p>								

**APPENDIX B**  
**LIST OF ARBITRATORS**

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

Emily Burke  
Brian Foley  
Joan Gordon  
Allan Hope, Q.C.  
Marguerite Jackson  
Stephen Kelleher, Q.C.  
Ron Keras  
Judi Korbin  
Stan Lanyon  
Vince Ready

**LETTER OF UNDERSTANDING #1  
RE: GRANDFATHERED EMPLOYEE**

The Parties hereby agree that Yvonne Trampleasure (Relief) will be red-circled at the wage rate of sixteen dollars and eighty-three cents (\$16.83) and continue to receive six percent (6%) vacation pay for the duration of her employment.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Janet Dobrzanski, Chairperson

\_\_\_\_\_  
Kathy Geremia, Bargaining Committee

\_\_\_\_\_  
Rocky Simpson, Vice-Chairperson

\_\_\_\_\_  
Laura McCusker, Bargaining Committee

\_\_\_\_\_  
Lorraine Sheppard, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.