

**COLLECTIVE AGREEMENT**

**between the**

**BURNABY CHILDREN'S CENTRES SOCIETY**

**and the**

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

**Effective from April 1, 2006 to March 31, 2010**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

(b) The Parties to this Agreement share a desire to improve the quality of service to the public of British Columbia. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

### 1.2 Future Legislation

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

### 1.3 No Discrimination

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

The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or criminal or summary conviction that is unrelated to the employment of that person.

### 1.4 Use of Terms

(a) *Masculine and Feminine*

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

(b) *Singular and Plural*

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

## ARTICLE 2 - DEFINITION OF EMPLOYEES

### 2.1 Employee Defined

(a) *Full-time Employees*

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

(b) *Part-time Employees*

A regular part-time employee is one who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14. A regular part-time employee is entitled to all benefits of this Agreement on a prorated basis except as provided for in Article 26, Health and Welfare Benefits.

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Unit Defined

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

#### 3.2 Bargaining Agent Recognition

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

#### 3.3 Correspondence

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

The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any Article in this Agreement shall be forwarded to the President of the Union or his designate.

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

#### 3.4 No Other Agreement

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

#### 3.5 No Discrimination for Union Activity

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

#### 3.6 Recognition and Rights of Stewards

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

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

The duties of stewards shall include:

- (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 where the Employer can obtain permission to do so, 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 at least one (1) Union shop card for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

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

- (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 operative provincial labour legislation. Any employee 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.
- (c) Any employee encountering a picket line, while carrying out his/her duties, will immediately contact the Employer.

### **3.10 Time Off for Union Business**

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

- (a) *Without Pay*
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or any other Labour Relations body; or
  - (5) leave for negotiations with the Employer;
  - (6) to stewards to maintain all bulletin boards and binders;
  - (7) leave for Union Observer.
- (b) *Without Loss of Pay*
  - (1) to stewards, or their alternatives, to perform their duties pursuant to Article 3.6;
  - (2) to employees appointed by the Union as Union representatives to attend Joint Labour/Management Committee meetings during their working hours;
- (c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of this (a) above, when leave without pay is granted, the leave shall be given without

loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this Article shall include sufficient travel time, where necessary.

### **3.11 Emergency Services**

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

### **3.12 Labour Relations Code**

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

## **ARTICLE 4 - UNION SECURITY**

- (a) All employees in the bargaining unit who on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union, and maintain such membership within completion of thirty (30) days as an employee.
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

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

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union before the fifteenth (15<sup>th</sup>) calendar day of each month following the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under section (a) or (b) of the Article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employee prior to March 1<sup>st</sup> of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's gross monthly wages or gross salary the amount of the regular monthly dues payable to the Union by a member of the Union.

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

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions set out in the Articles dealing with Union Security and Dues Check-off. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union at a time that does not interfere with maintaining the staff/child ratio.

**ARTICLE 7 - MANAGEMENT RIGHTS**

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

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

**ARTICLE 8 - EMPLOYER-UNION RELATIONS**

**8.1 Representation**

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

**8.2 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed by the Union and shall consist of up to three (3) members of the Union, with a maximum of one (1) from any one program, together with the President of the Union or his/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**

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

#### **8.4 Labour/Management Committee**

(a) There shall be established a Labour/Management Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) Employer representatives, and the maximum size shall be four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

(b) The Committee shall meet every sixty (60) days, or at the call of either Party, at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

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

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

(d) The 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; and
- (2) addressing conditions causing grievances and misunderstanding.

(e) Amendments to Employer-prepared job descriptions shall be forwarded to the Labour Management Committee for consultation.

#### **8.5 Technical Information**

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

### **ARTICLE 9 - GRIEVANCES**

#### **9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

- (a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or
- (b) the dismissal, suspension or discipline of any employee in the bargaining unit, shall be resolved in accordance with the following procedures.

## 9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have his/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, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

## 9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4, must do so no later than thirty (30) calendar days after the date;

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

## 9.4 Step 2

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

## 9.5 Time Limits to Reply to Step 2

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

## 9.6 Step 3

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

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

## 9.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within thirty (30) calendar days of receipt of the grievance at Step 3.

### **9.8 Failure to Act**

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

### **9.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or his designate, must submit the dispute to arbitration within:

- (a) thirty (30) calendar days after the Employer's decision has been received;
- (b) thirty (30) calendar days after the Employer's decision is due.

If the President of the Union or designate does not submit the grievance to arbitration within the prescribed time limits, the grievance will be deemed to be abandoned pursuant to Article 9.8.

### **9.10 Amending of Time Limits**

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

### **9.11 Dismissal or Suspension Grievances**

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within 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 to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 10 of this Agreement.

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

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to

determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

## ARTICLE 10 - ARBITRATION

### 10.1 Notification

Where a difference arising between the Parties relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 9, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

### 10.2 Appointment of Arbitrator

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

Suzan Beattie  
Joan Gordon  
Rod Germaine  
John Hall  
John Kinzie  
Stan Lanyon  
Irene Holden

### 10.3 Board Procedure

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

## 10.9 Expedited Arbitration

- (a) The Parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of twenty (20) workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of provision of the Collective Agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a Party intends to raise a preliminary objection; and
  - (8) demotions.

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

- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one (1) of the categories listed in (b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Dismissal and Suspension

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

- (a) The Employer, or any specifically authorized excluded representative of the Employer, may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension;



when an employee is dismissed or suspended, he/she shall be given the reason in writing, in the presence of a steward providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice will be forwarded to the President of the Union or the designated staff representative within five (5) working days.

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

## **11.2 Burden of Proof**

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

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

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

(b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file that might be the basis of disciplinary action.

(c) Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(d) Upon the employee's written request to the Administrator or designate, 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 any further infraction. The period of eighteen (18) months is extended by the length of time an employee is absent from work, excluding annual vacation.

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

## **11.4 Performance Review**

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

The employee shall sign in only one (1) of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicates disagreement. An employee shall, upon request, receive a copy of this performance review at the time of signing. An employee's performance review shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement. The employee may respond, in writing, to the performance review. Such response will be attached to the performance review.

## **11.5 Personnel File**

(a) An employee or the President of the Union or his designate, with the written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of the entries as requested. The employee or the President, as the case may be, shall give the Employer five (5) working days' notice prior to having access to such information.

- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

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

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

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

#### **11.7 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/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.

#### **11.8 Probation for Newly Hired Employees**

(a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 11.1 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/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. 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 (3) months worked, based on the normal hours of work of a full-time employee.

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

#### **11.9 Employee Investigation**

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

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

## ARTICLE 12 - SENIORITY

### 12.1 Seniority Defined

- (a) Seniority for all regular employees shall be based on straight-time hours worked, including all straight-time hours worked prior to the certification of the Union.
- (b) When two (2) or more employees have the same seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### 12.2 Seniority List

- (a) The Employer will prepare, once every six (6) months, an up-to-date seniority list containing the following information pertaining to its regular employees:
  - (1) employee's name
  - (2) employee's seniority
  - (3) employee's current classification
  - (4) hire date
- (b) The regular seniority list shall be posted by the Employer for thirty (30) days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.
- (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 he/she is absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose his/her seniority only in the event that:

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

### 12.4 Re-employment

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

### 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, he/she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. All the following conditions 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; and
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **12.6 Seniority for Change in Status**

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

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

### **13.1 Definition of Layoff**

"*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a re-organization, program termination, closure or other material change in organization.

Where a regular employee is hired into a position in a program which is subject to seasonal closures, and such closures are identified in job postings and letters of employment, then the employee will only be eligible to bump other employees in accordance with Article 13.3, if the period of layoff exceeds the duration of the seasonal closure by two (2) or more weeks.

### **13.2 Pre-Layoff Canvass**

- (a) Prior to the layoff of regular employees under Article 13.3, the Employer may canvass employees in order to invite:
  - (1) placement into a vacant, regular position in the employee's classification; or
  - (2) placement into a vacant regular position in another classification for which he/she is qualified and would not be a promotion; or
  - (3) placement on the casual call-in and recall lists with no loss of seniority; or
  - (4) resignation with severance as provided for in Article 13.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.
- (c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven (7) days of issuance of a written notice to the employee or group of employees.

### **13.3 Layoff**

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

- (a) employees shall be laid off by classification within a work location in the reverse order of seniority;

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

#### **13.4 Recall**

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

#### **13.5 Reduction in Hours**

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

#### **13.6 Advance Notice**

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

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

### **13.7 Grievance on Layoffs and Recalls**

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

### **13.8 Work Site Closure**

Where the Employer closes a work site or discontinues a program, the Employer will consult with the Union. Following consultation, where the Employer offers positions to all or part of the staff affected, the following shall apply:

- (a) Those employees who are offered positions shall not have access to Article 13 of this Collective Agreement.
- (b) Employees who accept a position and are placed in a lower classification shall not have their salary reduced for a period of three (3) months.
- (c) If the downward classification lasts longer than three (3) months, no employee shall suffer more than ten percent (10%) reduction in their basic pay.
- (d) An employee who is classified downward as per (c) above shall be placed in the first vacancy available in his/her former classification, provided he/she has the necessary qualifications, prior to the application of the Recall provisions.

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

### **14.1 Definition**

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

### **14.2 Hours of Work**

The full-time hours of work, exclusive of meal periods, will be thirty-seven and one-half (37½) hours per week.

### **14.3 Work Schedules**

- (a) Shifts subject to rotation will be rotated on an equitable basis, subject to operational requirements.
- (b) The thirty-seven and one-half (37½) hour workweek may, with mutual agreement, be worked in a period of less than five (5) days.
- (c) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off.

### **14.4 Rest Periods and Meal 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, provided the staff to child ratio can be maintained.
- (b) Employees working a shift of four (4) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift provided the staff to child ratio can be maintained.
- (c) Rest periods shall be taken without loss of pay to the employee.
- (d) The unpaid meal period shall be scheduled as closely as possible to the middle of the workday. The length of the meal period shall be thirty (30) minutes.

- (e) It is understood that meal and rest periods may be combined subject to operational requirements.

#### **14.5 Minimum Hours**

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

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

- (b) Article 14.5(a) does not apply to school students reporting for work on a school day in which event the student shall receive payment for the hours worked with a minimum of two (2) hours' pay in any one (1) day.

#### **14.6 Split Shifts**

There shall be no split shifts except in school age childcare or in Memorandum of Agreement as negotiated between the Parties.

#### **14.7 Notice of New Shift Schedules**

Shift schedules shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

#### **14.8 Job Sharing**

Employees may request job sharing a regular full-time position in accordance with the terms and conditions for job sharing arrangements, as set out in Memorandum of Agreement #1 re: Job Sharing. Such job sharing shall be with the prior approval of, and will not result in added cost to, the Employer.

#### **14.9 Additional Hours for Part-time Employees**

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

#### **14.10 Parent/Board Meetings**

Employees required to attend Parent/Board meetings shall be compensated in accordance with Article 15.

#### **14.11 Flextime**

- (a) For the purpose of this Agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required hours of work in accordance with this Agreement, through a specified averaging period.

- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven and one-half (7½) hours, providing at least seven and one-half (7½) hours are required to complete the averaging period. If less than seven and one-half (7½) hours are required to complete the averaging period, such number of hours will be deemed to be the hours of absence.

- (c) The averaging period for those employees on flextime shall be the maximum number of hours for the program per two (2) week period.

- (d) The workday for those employees on flextime shall not exceed ten (10) hours.

## ARTICLE 15 - OVERTIME

### 15.1 Definition

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times ( $1\frac{1}{2}x$ ) the straight-time rate.
- (d) "*Double time*" means twice ( $2x$ ) the straight-time rate.

### 15.2 Authorization and Application of Overtime

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

Employees working in more than one (1) program are obligated to inform the Employer or designate and receive approval if they are asked to work hours that would result in overtime.

### 15.3 Overtime Entitlement

- (a) an employee will be entitled to compensation for authorized overtime in excess of the scheduled daily full-time hours.
- (b) overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for overtime of less than five (5) minutes per day.

### 15.4 Recording of Overtime

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

### 15.5 Sharing of Overtime

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

### 15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half ( $1\frac{1}{2}x$ ) for the first two (2) hours of overtime on a regularly scheduled workday; and
  - (2) double time ( $2x$ ) for hours worked in excess of one (1).
- (b) Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.
- (c) Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which he/she would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by the employee and the Employer.



**15.7 Right to Refuse Overtime**

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

**15.8 Overtime for Part-time Employees**

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

**15.9 Call-back Provisions**

An employee who is called back to work overtime, shall be compensated for a minimum of three (3) hours at the applicable overtime rate.

**15.10 No Layoff to Compensate for Overtime**

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

**ARTICLE 16 - HOLIDAYS****16.1 Paid Holiday**

- (a) The Employer recognizes the following as paid holidays:

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

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

**16.2 Holiday Falling on Saturday or Sunday**

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

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

When a paid holiday falls on an employee's day of rest, the Employer shall make every reasonable effort to give the employee a lieu day with pay on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be scheduled by mutual agreement and taken by the end of the month following the month in which it was earned.

**16.4 Holiday Falling on a Workday**

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

**16.5 Holiday Coinciding with a Day of Vacation**

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

**16.6 Paid Holiday Pay**

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

**16.7 Other Religious Observances**

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

**ARTICLE 17 - VACATION****17.1 Calendar Year**

For the purpose of this Agreement, the calendar year shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

**17.2 Vacation for the First Incomplete Year**

Employees must complete their probationary period before they are entitled to take vacation, unless prior approval is obtained. Vacation entitlements earned in the first partial year of employment will be taken by December 31<sup>st</sup> of that first partial year, or carried over to the next year.

### 17.3 Vacation Entitlement

A full-time employee will have an annual vacation entitlement commencing with the first full calendar year of employment as follows:

	No. of Years of Continuous Service	Working Days Vacation	Percentage of Straight time pay
a)	1	15	6.0%
b)	2	16	6.4%
c)	3	17	6.8%
d)	4	18	7.2%
e)	5	19	7.6%
f)	6	20	8.0%

Part-time employees shall be entitled to annual vacation entitlement on a pro rata basis, as above.

### 17.4 Vacation Scheduling

- (a) Employees shall submit their vacation requests to the supervisor on or before:
- (1) November 4 - for the period January 1 through March 31;
  - (2) February 15 - for the period April 1 through June 30;
  - (3) May 15 - for the period July 1 through September 30; and
  - (4) August 15 - for the period October 1 through December 31.
- (b) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise his/her seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (d) 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.
- (e) An employee transferred by the Employer shall maintain his/her vacation period and no other employee's vacation time shall be affected thereby.

### 17.5 Carryover of Vacation

- (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) working 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 the 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 vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

### 17.6 Approved Leave of Absence with Pay during Vacation

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

### **17.7 Termination of Employment**

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

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

### **17.8 Vacation Credits upon Death**

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

### **17.9 Vacation Pay Cheques**

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

### **17.10 Banked Vacation**

- (a) Once every five (5) years an employee may bank one (1) full year's vacation to be taken in conjunction with the next year's vacation. For the purposes of this clause, all vacation in the second year must be taken concurrently.
- (b) An employee wishing to bank his/her vacation under this article must submit his/her written request by December 15 of the year preceding the year in which the "banking" will occur.
- (c) It is understood that no more than one (1) employee from each program will be allowed to access this article each year.
- (d) Scheduling of the vacation shall be in accordance with Article 17.4 Vacation Scheduling.

## **ARTICLE 18 - SICK LEAVE**

### **18.1 Sick Leave Entitlement**

- (a) A regular, full-time employee shall earn paid sick leave at the rate of point eight three (0.83) of a day per month. Regular, part-time employees shall be entitled to sick leave credits on a pro-rata basis.
- (b) Sick leave shall be cumulative to a total of sixty (60) days. There shall be no pay out on sick leave.

### **18.2 Employee to Inform Employer**

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

### **18.3 Medical Confirmation**

Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.

#### **18.4 Sick Leave Records**

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

#### **18.5 Workers' Compensation Board Claim**

Where a claim has been recognized by the Worker's Compensation Board, the Employer shall reinstate any sick leave deducted which the employee utilized during the claim period on the condition that the employee reimburse the Employer for such sick leave credits.

### **ARTICLE 19 - SPECIAL AND OTHER LEAVES**

#### **19.1 Bereavement Leave**

In the event of the death of a member of the regular employee's immediate family, an employee not on leave of absence without pay shall be entitled to bereavement leave, at his/her regular rate of pay, from the date of death up to and including the day of the funeral. Such leave shall not exceed five (5) working days.

Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the employee's household, or with whom the employee permanently resides. It is understood that a spouse may be of the same gender.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

#### **19.2 Special Leave**

An employee is entitled to up to five (5) days of paid leave per calendar year for:

- (a) The purpose of attending the funeral of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law – up to five (5) days; and/or
- (b) serious household or domestic emergencies, 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 five (5) days.

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

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

- (a) For employees seeking election in a Municipal, Provincial, or Federal election for a maximum 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 (such leave will be renewed upon request by the Union);
- (c) For employees elected to public office for a maximum period of five (5) years;
- (d) For an employee elected to the position of President of BC Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

#### **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 his/her regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **19.5 Leave for Taking Courses**

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

### **19.6 General Leave**

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

### **19.7 Elections**

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

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

### **20.1 Maternity Leave**

- (a) Every employee who intends to take a leave of absence under this Article shall give at least four (4) weeks' notice, in writing, to the Employer unless there is a valid reason why such notice cannot be given. Such notice shall include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.
- (b) A regular employee shall be granted seventeen (17) weeks' maternity leave of absence without pay.
- (c) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. The employee will provide a medical

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

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

## **20.2 Parental Leave for Birth and Adopting Parents**

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of thirty-seven (37) weeks parental leave between them.

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

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

(2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,

(3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.

(d) If the child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

## **20.3 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Articles 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 Articles 20.1(e) and/or 20.2(d). Where an employee is granted total maternity leave under Articles 20.1(b) and 20.1(e) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 20.2.

## **20.4 Return from Leave**

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

## **20.5 Benefit Plan**

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

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

## **20.6 Sick Leave**

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

(b) Sick leave may be used by any pregnant employee when there is a known or suspected case of a communicable disease in the worksite that, if contracted, would reasonably be expected to cause harm to the expectant employee or the unborn child. For the purposes of this article, sick leave will be granted for any outbreak of German Measles, Fifth Disease, Shingles, Chicken Pox or any other disease or condition identified as harmful by the "*Community Health Officer*", the "*Regional Health Authority*" or the "*Ministry of Health*". The employee may use this leave until all danger from such disease or condition no longer exists.

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

## **20.7 Vacation**

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

## **20.8 Extended Child Care Leave**

(a) Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed twelve (12) months. An employee shall neither lose nor accrue seniority while on extended childcare leave.

(b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended childcare leave.

(c) An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.

(d) Upon return from extended childcare leave, an employee shall be placed in his/her former position, or where the position no longer exists in a position of equal rank and basic pay.

## **20.9 Seniority Rights on Reinstatement**

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

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

# **ARTICLE 21 - SAFETY AND HEALTH**

## **21.1 Conditions**

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



## **21.2 Working Environment**

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

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

## **21.3 Safety Committee**

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

It is agreed that the Labour/Management Committee shall also act as the Occupational Health and Safety Committee.

## **21.4 Unsafe Work Conditions**

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

## **21.5 Injury Pay Provision**

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

## **21.6 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.

## **21.7 Employee Check In**

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

## **21.8 First Aid Requirements**

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

## **21.9 Communicable Disease and Parasitic Infestations**

- (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 or parasitic infestations.
- (b) Where the Employer is aware of a client with a communicable disease or parasitic infestation, the Employer shall inform employees about the inherent risk of the communicable disease or parasitic infestation.
- (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, as determined by the Community Health Officer, Health Authority or Ministry of health, at no cost to the employee.

(d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they shall be entitled to leave without pay for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment. Employees shall be allowed to access accrued sick leave or vacation entitlement to cover this leave.

(e) The Employer shall, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.

(f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

### **21.10 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 recognising and handling such episodes.

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

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

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

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

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

### **22.1 Definition**

"*Technological change*" shall mean:

- (a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business.
- (b) A change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

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

### **22.2 Advance Notice**

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

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

## ARTICLE 23 - CONTRACTING OUT

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

## ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

### 24.1 Job Postings

(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.

### 24.2 Information in Postings

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

### 24.3 Appointment Policy

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

### 24.4 Transfers

- (a) It is understood by the Parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee.
- (b) In certain other cases, relocation may be in the best interest of the employee and or the Employer. In such cases, and where bona fide reasons exist, transfers may take place. Other than where Article 11.9 applies, the Employer shall provide written reasons for permanent transfers, a minimum of fifteen (15) days prior to transfer.

### 24.5 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three (3) calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three (3) months. If the employee is unable to perform the duties of the new job or if the employee wishes to return to his/her former position, he/she shall be returned to his/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 his/her former position and wage or salary rate without loss of seniority. The trial period for part time employees will be equal to three (3) months of full time; but in any event will not exceed six (6) calendar months.

### 24.6 Local Union Observer

The President of the Union or 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.

**24.7 Notification to Employee and Union**

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

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

**24.8 Right to Grieve**

Where an employee feels that he/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.

**24.9 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.

**24.10 Temporary Vacancies**

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Article 24.1.
- (b) Employees, other than regular employees, filling a temporary vacancy, shall receive eight point two percent (8.2%) of straight-time earnings in lieu of vacation entitlement and designated holidays and shall be entitled to the benefits of the collective agreement in accordance with the provisions of Article 30.7.
- (c) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union, or as specifically permitted in this agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

(Temporary employees currently in receipt of health and welfare benefits shall continue to receive benefits until the end of their temporary period.)

**24.11 Interviews**

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

**24.12 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 25 - PAYMENT OF WAGES AND ALLOWANCES****25.1 Equal Pay**

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

**25.2 Rate of Pay**

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

**25.3 Substitution Pay**

When an employee, at the request of his/her immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position for three (3) full shifts or more, he/she shall receive the rate for a job where a single rate is established. If a salary range is established, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above his/her current rate, whichever is greater, but not more than the top of the new salary range.

**25.4 Pay on Temporary Assignment**

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

**25.5 Reclassification of Position**

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

**25.6 Vehicle Allowance**

- (a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees who are required to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by his/her supervisor.
- (c) Where an employee is required to use his/her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class, on submission of documentation of that premium difference certified as correct by the employee's immediate supervisor.
- (e) The vehicle allowance shall be thirty-eight cents (38¢) per kilometre.
- (f) No employee shall be required to transport children in their own vehicle.

**25.7 Rate of Pay on Reclassification**

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 if a single salary, or in the case of a position on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

**25.8 Classification Appeal Process**

- (a) Where an employee believes that his/her job has been improperly classified, he/she shall discuss his/her classification with his/her immediate supervisor. On request, the Employer will provide the employee with a written statement of the employee's current job duties.
- (b) If the employee continues to believe that his/her classification is improper, he/she may initiate an appeal by filing a grievance directly at Step 3 of the grievance procedure as contained in Article 9. The

written grievance must indicate which classification contained in the pay schedule of the current Collective Agreement the employee believes is the proper classification for the job.

(c) If, following the response at Step 3, there remains a dispute over the employee's classification, the Union may advance the matter to arbitration under Article 10. The Parties may agree to select an Arbitrator other than those set out on the agreed list for the purpose of obtaining classification expertise.

### **25.9 Pay Days**

All employees shall be paid on alternate Fridays prior to the end of the earliest shift. Employees shall have their cheques deposited directly to any chartered bank or credit union in the province of British Columbia.

## **ARTICLE 26 - HEALTH AND WELFARE BENEFITS**

### **26.1 Eligibility**

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee successfully completes his/her probation period with a maximum of a three (3) month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work twenty (20) regular hours or more per week.

### **26.2 Termination**

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance and AD & D, which shall terminate thirty-one (31) days following the date of the employee's termination.

### **26.3 BC Medical**

The Employer shall pay one hundred percent (100%) of the single premium rate for eligible regular employees for medical coverage under the BC Medical Plan.

### **26.4 Dental Plan**

The Employer shall pay one hundred percent (100%) of the dependent premium rate, if necessary, for eligible regular employees provided they are not enrolled in another plan.

Eligible regular employees shall be provided with a dental plan covering one hundred percent (100%) of the costs of the basic plan (Plan A), sixty percent (60%) of the costs of the extended plan (Plan B) and sixty percent (60%) of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after twelve (12) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand seven hundred and fifty dollars (\$2,750.00) per patient with no run-offs for claims after termination of employment.

### **26.5 Extended Health Plan**

The Employer shall pay one hundred percent (100%) of the dependent premium rate, if necessary, for eligible regular employees provided they are not enrolled in another plan.

Eligible regular employees shall be provided with an Extended Health Plan covering eighty percent (80%) of eligible expenses, twenty-five dollar (\$25.00) deductible per person.

There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be two hundred and twenty-five dollars (\$225.00) every twenty-four (24) months and the allowance for hearing aids will be six hundred dollars (\$600.00) every forty-eight (48) months.

## **26.6 Group Life and Accidental Death and Dismemberment**

The Employer shall pay one hundred percent (100%) of the single premium rate for eligible regular employees.

The plan shall provide basic life insurance in the amount of fifty thousand dollars (\$50,000) and standard twenty-four hour accidental death and dismemberment insurance until age sixty-five (65). After the age of sixty-five (65), the amount of coverage shall decrease to twenty-five thousand dollars (\$25,000.00) until the age seventy (70), at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage shall continue without premium payment for a period of thirty-one (31) days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of his/her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

## **ARTICLE 27 - GENERAL CONDITIONS**

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

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care of the Employer, the Employer shall pay up to a maximum of fifty dollars (\$50.00) in repair costs or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty.

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

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

### **27.3 Indemnity**

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

- (a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and
- (b) assume all costs, legal fees, and other expenses arising from any such action.
- (c) The Employer shall have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

### **27.4 Copies of Agreement**

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

AGREEMENT  
between the  
BURNABY CHILDREN'S CENTRES SOCIETY  
and the  
BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

### **27.5 Personal Duties**

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

### **27.6 Client Confidentiality**

Any information about clients of the Employer which is learned by an employee during the course of employment must, as a condition of continued employment, be treated as strictly confidential and each employee is expected to respect this confidentiality and to take all reasonable precautions to safeguard it. All documents or other relevant material containing confidential client information shall be surrendered to the Employer by the employee on termination of employment.

### **27.7 Administration of Medication**

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

### **27.8 Staff Confidentiality**

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

### **27.9 Co-op, Practicum and Work Experience Students**

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

### **27.10 Job Descriptions**

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

## **ARTICLE 28 - HARASSMENT**

### **28.1 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - Touching, patting or other physical contact;
  - Leering, staring or the making of sexual gestures;
  - Demands for sexual favours;



- Verbal abuse or threats;
- Unwanted sexual invitations;
- Physical assault of a sexual nature;
- Distribution or display of sexual or offensive pictures or material;
- Unwanted questions or comments of a sexual nature;
- Practical jokes of a sexual nature.

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

(d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Both males and females can be sexually harassed by members of either sex.

### **28.2 Personal Harassment**

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment. The Employer shall take such actions as are necessary to protect employees from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- Physical threats or intimidation;
- Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- Distribution or display of offensive pictures or materials.

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

(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

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

### **28.3 Harassment Complaint Procedures**

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

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the Administrator or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this Article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.

- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Administrator in writing within fifteen (15) days of receipt of the complaint. The Administrator shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant and the respondent shall be apprised by the Administrator'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 Administrator may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Administrator's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser;
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this Article, 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 Article does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (k) Complaints under the Article shall be treated in strict confidence by all Parties involved. All documentation concerning the alleged complaint shall be sealed at the conclusion of the process.

## ARTICLE 29 - CRIMINAL RECORDS CHECKS

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

## ARTICLE 30 - CASUALS

### 30.1 Employment Status

Casual employees are employed on an "on-call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Article 14.9 - Additional Hours for Part-time Employees, have not requested topped up hours. These

periods shall not exceed three (3) months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

### **30.2 Seniority**

- (a) The Employer shall maintain a seniority list of casual employees, which shall be supplied to the Union and posted on the bulletin boards.
- (b) Casual 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, casual 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.
- (d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.

### **30.3 Call-In Procedures**

Qualified casual employees shall be called in order of seniority. Casual employees shall lose their seniority if they refuse work on three (3) consecutive occasions in a three (3) month period, or if they are on layoff for more than twelve (12) months.

### **30.4 Casual Holidays and Vacation**

Casual employees shall receive eight point two percent (8.2%) of straight-time pay in lieu of statutory holidays and vacation pay.

### **30.5 Leaves of Absence**

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
  - (1) for casual employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
  - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) A casual 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 his/her ballot.
- (c) In the case of bereavement, casual 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) Casual employees shall be permitted to be "*unavailable*" for the period of time as defined in Article 20.1 Maternity Leave and Article 20.2 Parental Leave for Birth and Adopting Parents. Upon return to work the employee shall be placed in the same relative position on the seniority list as he/she had when he/she commenced the Maternity or Parental Leave.
- (f) 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.

### **30.6 Application of Agreement**

Except as otherwise noted, the provisions of Articles 12, 13, 14, 16, 17, 18, 19, 20, 22, and 26 do not apply to casual employees.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.1 Duration**

This Agreement shall be binding and remain in effect until midnight, March 31, 2010.

### **31.2 Notice to Bargain**

- (a) Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after December 1, 2009, but in any event not later than midnight, December 31, 2009.
- (b) Where no notice is given by either Party prior to December 31, 2009, both Parties shall be deemed to have been given notice under this article on December 31, 2009.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

### **31.3 Commencement of Bargaining**

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

### **31.4 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.

### **31.5 Effective Date of Agreement**

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

### **31.6 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

\_\_\_\_\_  
Kathy Louie, Chairperson Board of Directors

\_\_\_\_\_  
Jennifer Day, Bargaining Committee

\_\_\_\_\_  
Glen Miller, Board of Directors

\_\_\_\_\_  
Stacey Holowatuik, Bargaining Committee

\_\_\_\_\_  
Miquela Oberndorf, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**APPENDIX A  
RE: WAGE RATES**

Classification	Step	Effective:						
		May 15/06	Apr 1/07	Oct 1/07	Apr 1/08	Oct 1/08	Apr 1/09	Oct 1/09
Early Childhood Educator (ECE)	1 (up to 975 hrs)	14.57	14.70	14.80	14.90	15.00	15.10	15.20
	2 (up to 1950 hrs)	15.12	15.25	15.35	15.45	15.55	15.65	15.75
	3 (up to 2925 hrs)	15.27	15.40	15.50	15.60	15.70	15.80	15.90
	4 (up to 3900 hrs)		15.55	15.65	15.75	15.85	15.95	16.05
	5 (up to 4875 hrs)			15.80	15.90	16.00	16.10	16.20
	6 (up to 5850 hrs)				16.05	16.15	16.25	16.35
	7 (up to 6825 hrs)					16.30	16.40	16.50
	8 (up to 7800 hrs)						16.55	16.65
	9 (8775 hrs & over)							16.80
Team Leader	1 (up to 975 hrs)	16.09	16.30	16.40	16.50	16.60	16.70	16.80
	2 (up to 1950 hrs)	16.49	16.70	16.80	16.90	17.00	17.10	17.20
	3 (up to 2925 hrs)	16.69	16.90	17.00	17.10	17.20	17.30	17.40
	4 (up to 3900 hrs)		17.05	17.15	17.25	17.35	17.45	17.55
	5 (up to 4875 hrs)			17.30	17.40	17.50	17.60	17.70
	6 (up to 5850 hrs)				17.55	17.65	17.75	17.85
	7 (up to 6825 hrs)					17.80	17.90	18.00
	8 (up to 7800 hrs)						18.05	18.15
	9 (8775 hrs & over)							18.30

Classification	Step	Effective:							
		Apr 1/06	Oct 1/06	Apr 1/07	Oct 1/08	Apr 1/08	Oct 1/08	Apr 1/09	Oct 1/09
Casuals	Probation Period	11.50	11.75	12.00	12.25	12.50	12.75	13.00	13.25
	Up to 975 hrs post probation	11.75	12.00	12.25	12.50	12.75	13.00	13.25	13.50
	Over 975 hrs post probation	12.00	12.25	12.50	12.75	13.00	13.25	13.50	13.75

All existing regular ECE staff and Team Leaders will be placed on the grid at Step 3 and advance one (1) step for each 975 hours worked, including paid sick and vacation days starting April 1, 2006.

An ECE who posts into a Team Leader position, as per Article 24, will be placed at the level that will ensure an increase in the employee's rate of pay, or on the grid recognizing the total previous hours worked in that position by the individual since April 1, 2006.

An ECE who is temporarily assigned to a Team Leader position, as per Article 25.3, will be placed on the grid at the level that will ensure an increase in the employee's rate of pay, or on the grid recognizing the total previous hours worked in that position by the individual since April 1, 2006.

Should Jen Assels, Miquela Oberndorf, Heather Tohms and Navjit Sandhu post into a Team Leader position they will be credited for all hours worked in a Team Leader position from April 1, 2004.

**MEMORANDUM OF AGREEMENT #1****RE: JOB SHARING****1. Definition**

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

**2. Application Process**

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

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

**3. Number of Employees**

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

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

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

**4. Employee Wages and Benefits**

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

**5. Layoff and Recall**

Where a senior employee exercises his/her rights, as provided for in Article 13 of the Collective Agreement, the following will apply:

- (a) where the two (2) employees involved in the Job Sharing Agreement are junior to the person exercising his/her rights under Article 13, then the senior employee shall be placed in the position;
- (b) where the employee exercising his/her rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising his/her rights under Article 13 shall replace the junior employee;
- (c) where an employee covered by this Memorandum of Understanding has been displaced pursuant to Article 13 of the Collective Agreement, he/she shall have the full rights as provided for under Article 13.

**6. Seniority**

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

**7. Termination**

- (a) The Employer reserves the right to terminate the job sharing arrangement with respect to this position by providing thirty (30) days written notice to the job sharing partners.
- (b) If either job sharing partner decides to terminate the job sharing arrangement she shall provide the Employer with a minimum of thirty (30) days written notice of her intent to end the job sharing arrangement.
- (c) If the original incumbent job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted and filled in accordance with Article 24 of the Collective Agreement
- (d) If the non-incumbent job sharing partner vacates the position for any reason the original incumbent shall be required to return to the original full time position within thirty (30) days.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Kathy Louie, Chairperson Board of Directors

\_\_\_\_\_  
Jennifer Day, Bargaining Committee

\_\_\_\_\_  
Glen Miller, Board of Directors

\_\_\_\_\_  
Stacey Holowatuik, Bargaining Committee

\_\_\_\_\_  
Miquela Oberndorf, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.



**MEMORANDUM OF AGREEMENT #2**

**RE: HANNA COURT INFANT ROOM AND SPLIT SHIFTS**

The following is an addendum to the attached collective agreement, which will remain in effect until a new agreement is negotiated.

The employee working in the part-time position at the Hanna Court Infant Room will work split shifts as directed by the Administrator.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Kathy Louie, Chairperson Board of Directors

\_\_\_\_\_  
Jennifer Day, Bargaining Committee

\_\_\_\_\_  
Glen Miller, Board of Directors

\_\_\_\_\_  
Stacey Holowatuik, Bargaining Committee

\_\_\_\_\_  
Miquela Oberndorf, Bargaining Committee

\_\_\_\_\_  
Deb Wilson, Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.