

COLLECTIVE AGREEMENT

between the

GROWING TOGETHER CHILD AND PARENT SOCIETY

and the

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

Effective from November 1, 2007 to October 31, 2010

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
1.1 Purpose of Agreement	1
1.2 Future Legislation	1
1.3 No Discrimination	1
1.4 Use of Terms.....	1
ARTICLE 2 - DEFINITIONS	1
2.1 Employee Defined	1
ARTICLE 3 - UNION RECOGNITION AND RIGHTS	2
3.1 Bargaining Unit Defined	2
3.2 Bargaining Agent Recognition.....	2
3.3 Correspondence	2
3.4 No Other Agreement	2
3.5 Recognition and Rights of Stewards	2
3.6 Bulletin Boards	3
3.7 Union Insignia.....	3
3.8 Right to Refuse to Cross Picket Lines.....	3
3.9 Time Off for Union Business	3
3.10 Emergency Services.....	3
3.11 Labour Relations Code	3
3.12 Union Meetings.....	4
ARTICLE 4 - UNION SECURITY	4
ARTICLE 5 - CHECK-OFF OF UNION DUES	4
ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES	4
ARTICLE 7 - MANAGEMENT RIGHTS	4
ARTICLE 8 - EMPLOYER-UNION RELATIONS	5
8.1 Representation.....	5
8.2 Union Bargaining Committee	5
8.3 Union Representatives	5
8.4 Labour/Management Committee.....	5
8.5 Technical Information	6
ARTICLE 9 - GRIEVANCES	6
9.1 Grievance Procedure.....	6
9.2 Step 1.....	6
9.3 Time Limits to Present Initial Grievance	6
9.4 Step 2.....	6
9.5 Time Limits to Reply to Step 2	7
9.6 Failure to Act	7
9.7 Time Limit to Submit to Arbitration	7
9.8 Amending of Time Limits	7
9.9 Dismissal or Suspension Grievances.....	7
9.10 Deviation from Grievance Procedure.....	7
9.11 Policy Grievance.....	7
9.12 Technical Objections to Grievances.....	7
ARTICLE 10 - ARBITRATION	8
10.1 Notification	8
10.2 Appointment of Arbitrator.....	8
10.3 Board Procedure	8

10.4	Decision of Arbitrator.....	8
10.5	Disagreement on Decision.....	8
10.6	Expenses of Arbitrator.....	8
10.7	Amending Time Limits	8
10.8	Expedited Arbitration	8
ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE.....		9
11.1	Dismissal and Suspension for Cause.....	9
11.2	Right to Grieve Other Disciplinary Action	9
11.3	Performance Review.....	10
11.4	Personnel File.....	10
11.5	Right to Have Union Representative Present.....	10
11.6	Abandonment of Position	10
11.7	Probation Period	10
11.8	Employee Investigation	11
ARTICLE 12 - SENIORITY		11
12.1	Seniority Defined.....	11
12.2	Seniority List.....	11
12.3	Loss of Seniority	12
12.4	Re-employment.....	12
12.5	Bridging of Service.....	12
12.6	Seniority for Change in Status.....	12
ARTICLE 13 - LAYOFF AND RECALL		12
13.1	Definition of Layoff.....	12
13.2	Pre-Layoff Canvass	13
13.3	Layoff.....	13
13.4	Recall.....	13
13.5	Reduction in Hours	13
13.6	Advance Notice.....	13
ARTICLE 14 - HOURS OF WORK		14
14.1	Definition	14
14.2	Hours of Work	14
14.3	Rest Periods and Meal Breaks.....	14
14.4	Minimum Hours.....	14
14.5	Notice of New Shift Schedules	14
14.6	Job Sharing.....	14
14.7	Additional Hours for Part-time Employees	14
14.8	Board Meetings.....	15
ARTICLE 15 - OVERTIME		15
15.1	Definition	15
15.2	Authorization and Application of Overtime	15
15.3	Overtime Entitlement.....	15
15.4	Recording of Overtime	15
15.5	Sharing of Overtime	15
15.6	Overtime Compensation.....	15
15.7	Right to Refuse Overtime.....	16
15.8	Overtime for Part-time Employees	16
15.9	No Layoff to Compensate for Overtime	16
ARTICLE 16 - HOLIDAYS		16
16.1	Paid Holiday.....	16
16.2	Holiday Falling on Saturday or Sunday	16

16.3	Holiday Falling on a Day of Rest.....	17
16.4	Holiday Falling on a Workday	17
16.5	Holiday Coinciding With a Day of Vacation.....	17
16.6	Paid Holiday Pay	17
16.7	Other Religious Observances	17
ARTICLE 17 - VACATION.....		17
17.1	Calendar Year	17
17.2	Vacation for the First Incomplete Year.....	17
17.3	Vacation Entitlement	18
17.4	Vacation Scheduling.....	18
17.5	Carryover Vacation.....	18
17.6	Approved Leave of Absence with Pay during Vacation	18
17.7	Vacation Credits upon Death.....	18
17.8	Vacation Add-to-Pay	18
17.9	Vacation Entitlement Prior to Ratification.....	19
ARTICLE 18 - SICK LEAVE.....		19
18.1	Sick Leave Entitlement.....	19
18.2	Sick Leave Credit.....	19
18.3	Employee to Inform Employer.....	19
18.4	Sick Leave Records	19
18.5	Workers' Compensation Board Claim	19
ARTICLE 19 - SPECIAL AND OTHER LEAVES.....		20
19.1	Bereavement Leave	20
19.2	Special Leave	20
19.3	Full-time Union or Public Duties	20
19.4	Leave for Court Appearances.....	21
19.5	Leave for Taking Courses	21
19.6	General Leave	21
19.7	Elections.....	21
ARTICLE 20 - MATERNITY/PARENTAL LEAVE.....		21
20.1	Maternity Leave.....	21
20.2	Parental Leave for Birth and Adopting Parents	22
20.3	Aggregate Leave.....	22
20.4	Return from Leave.....	22
20.5	Sick Leave.....	22
20.6	Vacation	23
20.7	Extended Child Care Leave.....	23
20.8	Seniority Rights on Reinstatement.....	23
ARTICLE 21 - SAFETY AND HEALTH.....		23
21.1	Conditions	23
21.2	Working Environment	23
21.3	Safety Committee	23
21.4	Unsafe Work Conditions	24
21.5	Injury Pay Provision	24
21.6	Transportation of Accident Victims.....	24
21.7	Employee Check In.....	24
21.8	First Aid Requirements.....	24
21.9	Communicable Diseases and Parasitic Infestations.....	24
21.10	Workplace Aggression	25

ARTICLE 22 - CONTRACTING OUT.....	25
ARTICLE 23 - HIRING, PROMOTIONS AND STAFF CHANGES.....	25
23.1 Job Postings	25
23.2 Information in Postings	25
23.3 Appointment Policy	25
23.4 Notification to Employee and Union	25
23.5 Right to Grieve.....	26
23.6 Vacation Letters	26
23.7 Temporary Vacancies	26
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES.....	26
24.1 Rate of Pay	26
24.2 Substitution Pay	26
24.3 Pay on Temporary Assignment	26
24.4 Vehicle Allowance.....	26
24.5 Rate of Pay on Reclassification.....	27
ARTICLE 25 - HEALTH AND WELFARE BENEFITS	27
ARTICLE 26 - GENERAL CONDITIONS	27
26.1 Supply and Maintenance of Equipment	27
26.2 Indemnity	27
26.3 Copies of Agreement	27
26.4 Client Confidentiality	28
26.5 Administration of Medication	28
26.6 Staff Confidentiality	28
26.7 Co-op, Practicum and Work Experience Students.....	28
26.8 Job Descriptions.....	28
ARTICLE 27 - CRIMINAL RECORDS CHECKS.....	28
ARTICLE 28 - CASUAL EMPLOYEES	28
28.1 Employment Status	28
28.2 Seniority	28
28.3 Call-in Procedures.....	29
28.4 Casual Vacation and Paid Holidays	29
28.5 Leaves of Absence.....	29
28.6 Application of Agreement	29
ARTICLE 29 - TERM OF AGREEMENT	29
29.1 Term of Agreement.....	29
29.2 Notice to Bargain	29
29.3 Commencement of Bargaining.....	30
29.4 Changes in Agreement.....	30
29.5 Effective Date of Agreement.....	30
29.6 Agreement to Continue in Force	30
APPENDIX A - Salary Schedule.....	31
MEMORANDUM OF AGREEMENT #1 - Re: Job Sharing	32

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 B.C. Government and Service Employees' Union.

1.2 Future Legislation

In the event that any future legislation renders null and void or alters any provision of this Agreement, the parties shall negotiate a mutually agreeable provision to be substituted for the provision. If agreement is not reached, the matter shall be sent to arbitration as provided in Article 10.

1.3 No Discrimination

The parties 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 - DEFINITIONS

2.1 Employee Defined

(a) *Full-time Employees*

A regular 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 25, Health and Welfare Benefits.

(c) *Casual Employees*

An employee who is employed for work which is not of a continuous nature, such as:

- (1) Positions created to carry out special projects of work which are not continuous.
- (2) Temporary positions created to cover employees on vacation, sick leave, educational leave, compassionate leave or other leave.

Please refer to Article 28 for further information.

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 dated November 1, 2007, except those excluded by mutual agreement of the parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered 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 Recognition and Rights of Stewards

- (a) The Employer agrees to the operation of a shop steward system and the recognition of the steward(s) elected by the Union. The Employer shall not discriminate against such stewards for carrying out the duties proper to that position.
- (b) A steward, or her alternate, must obtain the permission of her immediate supervisor before leaving work to perform her duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming her normal duties, the steward shall notify her supervisor.

The duties of stewards shall include:

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

3.6 Bulletin Boards

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

3.7 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 to be displayed on the premises.

3.8 Right to Refuse to Cross Picket Lines

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

3.9 Time Off for Union Business

Leave of absence 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) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to 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.

(b) *With 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 the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article shall include sufficient travel time, where necessary.

3.10 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.

3.11 Labour Relations Code

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

3.12 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed of its activities through regular Union meetings. Union meetings held on Employer premises shall not interfere with the operation of the Employer.

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.
- (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) An employer 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.
- (b) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (c) Before the fifteenth calendar day of each month the Employer will forward the dues deducted in the previous month, by cheque to the Union, together with a list of the names of employees and amounts deducted.
- (d) Upon receipt of a statement signed by the President or his designate stating that the Union has altered its dues check-off amount or has authorized a special deduction, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Article 5(b).
- (e) The Employer agrees to include on the employee's T4 slip the amount of union dues and any other amount deemed tax deductible by Revenue Canada paid in the previous calendar year.

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

The Employer agrees that the shop steward shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of union membership.

ARTICLE 7 - MANAGEMENT RIGHTS

The Union recognizes that it is the Employer's right and duty to exercise the functions of management, to organize the work of the Centre and to direct the employees, except where and to the extent that the terms of the Agreement limit or affect that right.

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 authorisation of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of up to three (3) members of the Union, together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance 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 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 designated supervisory official in advance of their intention and their purpose for entering, and shall not interfere with the operation of the Centre.
- (c) In order to facilitate the orderly and confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or meeting room.

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. This Committee may call upon additional persons for technical information or advice.
- (b) The Committee shall meet as necessary 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, 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/or misunderstandings.

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

9.2 Step 1

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

9.3 Time Limits to Present Initial Grievance

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

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

9.4 Step 2

- (a) Subject to the time limits in 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 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 authorised 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.

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 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.

9.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 10, the President, or his designate, may inform the Employer of his intention to submit the dispute to arbitration:

- (a) within thirty (30) days after the Employer's reply is received;
(b) within thirty (30) days after the Employer's reply was due.

9.8 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

9.9 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal or suspension in excess of 10 days, the grievance may be filed directly at arbitration, within thirty (30) days of the date on which the dismissal or suspension occurred, or within thirty (30) days of the employee receiving notice of dismissal or suspension.

9.10 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.

9.11 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.

9.12 Technical Objections to Grievances

It is the intent of both parties of the Agreement that no grievance shall be defeated merely because of a technical error, other than time limit violations, in processing the grievance through the grievance procedure.

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 Step 2, 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:

- Joan Gordon
- Bob Pekeles

Should neither of the Arbitrators listed not be available in a timely manner, the parties shall agree to an alternate arbitrator.

10.3 Board Procedure

The Arbitrator may determine his own procedures in accordance with the *Labour Relations Code* and shall give full opportunity to all parties to present evidence and make representations. He shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

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

10.7 Amending Time Limits

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

10.8 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of twenty (20) workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of 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 thirty (30) days of such hearings.

(e) Expedited arbitration awards shall be of no precedential value.

(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 formal arbitration hearing.

(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 for Cause

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

An employee may be dismissed or suspended for cause. All dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension. 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.

11.2 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 such document placed on the employee's file which might be the basis of disciplinary action.

- (c) At the employees request, any such document other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction.
- (d) 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.

11.3 Performance Review

Where a review of an employee's performance is carried out, the employee shall be given sufficient opportunity after the meeting to read the performance review. 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 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. The employee may respond in writing to the performance review. Such response will be attached to the performance review.

11.4 Personnel File

- (a) An employee or her union representative, with the written authority of the employee, shall be entitled to review an employee's personnel file. The Employer will provide copies of the entries as requested. The employee shall give the Employer sufficient notice prior to accessing 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.

11.5 Right to Have Union Representative Present

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

11.6 Abandonment of Position

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

11.7 Probation Period

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

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

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

11.8 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 the job site 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 are valid grounds 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 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 means an employee's length of service with the Employer. Seniority shall be calculated on the basis of straight-time hours worked and shall include all service with the Employer prior to the signing of this agreement.

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

12.2 Seniority List

(a) The Employer will provide employees and the Union with an up-to-date seniority list containing the following information pertaining to all employees, and provide updates as changes occur or as necessary:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification;
- (4) employee's status (eg. casual/part-time).

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

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, or while occupying an excluded position. An employee shall continue to accrue seniority if 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 her seniority only in the event that:

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

12.4 Re-employment

An employee who resigns her position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other benefits, subject to any benefit 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, stated in writing to the Employer, to care for a dependent child or children, an ill or disabled spouse or an aging parent, and is re-employed, upon application, she shall be credited with length of service accumulated at time of resignation for the purpose of benefits based on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of resignation;
- (b) the break in service shall be for no longer than six (6) years;
- (c) 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-organisation, program termination, closure or other material change in organisation.

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) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to both clients and employees.
- (b) Prior to the layoff of regular employees under Article 13.3, the Employer shall canvass employees in order to invite:
 - (1) placement on the casual call-in and recall lists with no loss of seniority; or
- (c) other voluntary options, as agreed to by the Union and the Employer. 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.

13.3 Layoff

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

- (a) employees shall be laid off by classification in the reverse order of seniority;
- (b) an employee designated for layoff will have the right to bump into another position, either full or part-time, within the bargaining unit for which she is qualified, according to the amount of her seniority, however this shall not result in a promotion.

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 implemented in the reverse order of seniority, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) 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.
- (d) The foregoing do not apply to regular seasonal closures during summer, spring and winter breaks.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

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

14.2 Hours of Work

(a) Regular full-time hours of work shall be thirty-five (35) hours per week, inclusive of a one-half (½) hour paid meal break each day.

(b) Notwithstanding (a) above, shifts will be extended by one-half (½) hour on a rotating basis each day to accommodate the 8:00 a.m. opening time.

Employees shall have the option of receiving straight-time pay or compensatory time off for the additional one-half (½) hour worked, to be taken at a time mutually agreed upon by the employee and Employer.

Employees will notify the Employer no later than the end of the first pay period in September as to which option they have selected, and this compensation method will remain in effect until June 30th of the following year.

14.3 Rest Periods and Meal Breaks

(a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, 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.

14.4 Minimum Hours

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

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

14.5 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.

14.6 Job Sharing

See Memorandum of Agreement #1.

14.7 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.

14.8 Board Meetings

- (a) All employees are welcome to attend regular Board meetings, other than in-camera sessions.
- (b) One employee may be designated by the bargaining unit to attend a regular Board meeting, other than an in-camera session, and that employee shall receive compensatory time off at straight-time rates in lieu of any time exceeding regular full-time hours, to be taken at a time to be mutually agreed upon by the employee and the Employer.
- (c) Employees required to attend Board meetings shall be compensated in accordance with Article 15, should meetings exceed regular full-time hours.

ARTICLE 15 - OVERTIME

15.1 Definition

- (a) “*Overtime*” means work authorised by the Employer and performed by a full-time employee in excess or outside of her regularly scheduled hours of work.
- (b) “*Straight-time rate*” means the hourly rate of remuneration.
- (c) “*Time and one-half*” means one and one-half times (1½x) 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 authorised in advance by the Employer. It is understood that, in emergency situations, prior authorisation may not be possible.

15.3 Overtime Entitlement

- (a) an employee will be entitled to compensation for authorised 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 location of employee.

15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) With the exception of Article 14.2(b), time and one-half (1½x) for all hours worked in excess of regularly scheduled full-time hours of work; and
 - (2) Double-time (2x) for all hours worked on a scheduled day of rest.
- (b) Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

(c) Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by the employee and the Employer.

(d) An employee required to attend a staff meeting shall receive compensatory time off at straight-time rates in lieu of any time exceeding regular full-time hours, to 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 her regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day of a full-time employee.

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

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

15.9 No Layoff to Compensate for Overtime

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

ARTICLE 16 - HOLIDAYS

16.1 Paid Holiday

(a) The Employer recognises 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 designated holiday falls on the scheduled day off of an employee, she shall be granted the equivalent time off with pay, to be prorated accordingly for part-time employees.

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

16.7 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. When two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilise 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 1st to December 31st, inclusive.

17.2 Vacation for the First Incomplete Year

Employees in their first incomplete year of employment shall earn one and one-quarter (1¼) vacation days for each month in which they earn a minimum of ten (10) days pay.

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

17.3 Vacation Entitlement

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

- | | | |
|------|---|----------------------------|
| (1) | One (1) year's continuous service | fifteen (15) workdays |
| (2) | Two (2) years' continuous service | fifteen (15) workdays |
| (3) | Three (3) years' continuous service | sixteen (16) workdays |
| (4) | Four (4) years' continuous service | seventeen (17) workdays |
| (5) | Five (5) years' continuous service | eighteen (18) workdays |
| (6) | Six (6) years' continuous service | nineteen (19) workdays |
| (7) | Seven (7) years' continuous service | twenty-two (22) workdays |
| (8) | Eight (8) years' continuous service | twenty-three (23) workdays |
| (9) | Nine (9) years' continuous service | twenty-four (24) workdays |
| (10) | Ten (10) years' continuous service | twenty-five (25) workdays |
| (11) | Eleven (11) years' continuous service | twenty-six (26) workdays |
| (12) | Twelve (12) years' continuous service | twenty-seven (27) workdays |
| (13) | Thirteen (13) years' continuous service and thereafter..... | twenty-eight (28) workdays |

(b) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis, as above.

17.4 Vacation Scheduling

(a) All or a portion of each regular employee's yearly vacation entitlement shall be pre-scheduled to coincide with Christmas and Spring Breaks.

(b) Any additional vacation entitlements will be scheduled by mutual agreement between the employee and the Employer, provided that continuity of care will be maintained. Where there is a conflict in scheduling between employees, scheduling shall be prioritized on the basis of seniority.

(c) With the exception of the Vacation Carryover provisions under Article 17.5, any unused vacation credits as of June 30th each year will be paid out in the pay period coinciding with the seasonal closure.

17.5 Carryover Vacation

Up to five (5) days of the vacation entitlement may be deferred until the next year with prior written approval.

17.6 Approved Leave of Absence with Pay during Vacation

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

17.7 Vacation Credits upon Death

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

17.8 Vacation Add-to-Pay

Regular employees shall have the option to receive their vacation entitlement as an add-to-pay on their biweekly paycheques at the applicable percentage rate. Employees must notify the Employer, in writing,

prior to the first pay period in September should they elect this option. Vacation add-to-pay will subsequently remain in effect until the first pay period in September of the following year.

17.9 Vacation Entitlement Prior to Ratification

As a result of the implementation of this article, no employee hired on or before the date of ratification shall experience a reduction to their previous vacation entitlement. Such employees shall maintain their previous entitlement until they qualify for the applicable increment, pursuant to Article 17.3.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

- (a) A regular full-time employee shall earn paid sick leave at the rate of one and one-half (1½) days 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 payout on sick leave.
- (c) Sick leave may be used for medical and dental appointments.
- (d) Sick leave may be used in case of illness of immediate family members of the employee.
- (e) The Employer may require a medical certificate.

18.2 Sick Leave Credit

All employees shall be able to draw on a block of nine (9) days' sick leave when they commence employment. If all or part of this block of sick leave is used, it will be paid back as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credit, this amount will be deducted from her final paycheque.

18.3 Employee to Inform Employer

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

18.4 Sick Leave Records

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

18.5 Workers' Compensation Board Claim

Where a claim has been recognised by the Workers' Compensation Board, the Employer shall reinstate any sick leave deducted which the employee utilised during the claim period and the employee shall reimburse the Employer for such sick leave credits.

- (a) *Reimbursement to Employer*

The employee shall pay to the Employer any amount received from loss of wages in settlement of any claim.

(b) Benefit Entitlement

When an employee is on a WCB claim, all benefits of the agreement will continue to accrue. However, an employee off work on a WCB claim shall receive wages and benefits equalling, but not exceeding, their normal entitlement had they not suffered a compensable injury. Statutory holidays and vacations will not accrue during the period of WCB claims. However, unused vacation credits accrued in previous years shall not be lost as a result of this article.

(c) Continuation of Employment

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

ARTICLE 19 - SPECIAL AND OTHER LEAVES**19.1 Bereavement Leave**

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at her regular rate of pay, from the date of death up to and including the day of the funeral or memorial service, with, if necessary, an allowance for immediate return travelling time. Such leave shall not normally exceed three (3) working days.

Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, step child, grandchild, 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.

In the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.2 Special Leave

(a) An employee may be granted special leave with pay for:

- | | | |
|-----|--|--------------|
| (1) | Marriage of employee | one (1) day |
| (2) | Attend a formal hearing to become a Canadian citizen . | one (1) day |
| (3) | Attend a funeral | one (1) day |
| (4) | Serious household or domestic emergency | two (2) 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 or Treasurer of B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) 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 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 her supervisor as soon as he 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 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 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 her ballot in accordance with applicable legislation.

ARTICLE 20 - MATERNITY/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 her former position or where the position no longer exists in a position of equal rank and basic pay.

20.5 Sick Leave

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

20.6 Vacation

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

20.7 Extended Child Care Leave

- (a) Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 and 20.2, an employee 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 child care leave.
- (b) An employee wishing continued coverage under any applicable benefit plans shall pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave shall provide the Employer with at least one (1) month's written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee shall be placed in her former position, or where the position no longer exists in a position of equal rank and basic pay.

20.8 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one (1) month prior to the expiration of the leave or if she does not return to work on the date specified in the notice of return from leave.

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

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

21.2 Working Environment

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

It will be the Employer's responsibility to ensure that all working areas 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 Occupational Health and Safety Regulations made pursuant to the *Workers Compensation Act*. The Committee will meet at regular intervals to be determined by the Committee 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 her right to refuse to perform unsafe work pursuant to the applicable sections of the Occupational 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 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 Diseases 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 child with a communicable disease or parasitic infestation transmitted via the respiratory system, skin or bowels, or in the case whereas required by the Federal Health Department, Licensing or Health Authority, the Employer shall inform the employees about the inherent risk of the communicable disease or parasitic infection.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of exposure in the workplace, they shall be entitled to sick leave for any scheduled shifts in the following twenty-four (24) hour period to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment as recommended by the local Health Authority.
- (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 the workplace. The employee shall be informed on the approach to be taken when providing services for the client.

Immediate debriefing and counselling for individuals who have been traumatised 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 - CONTRACTING OUT

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

ARTICLE 23 - HIRING, PROMOTIONS AND STAFF CHANGES

23.1 Job Postings

Notice of all open permanent positions shall be posted for five (5) working days at the place of employment. A copy of such notices shall be forwarded to the Union. Appointment may be made on a temporary basis until a permanent selection can be made.

23.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills and the wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

23.3 Appointment Policy

Priority of selection of candidates for posted vacancies shall be based on skills, knowledge, ability, experience and seniority, each factor being afforded equal weight. Where the sum of such factors is equal, the employee with the greater bargaining unit seniority shall be awarded the position.

23.4 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 appointed and areas where the employee can improve opportunities for advancement.

23.5 Right to Grieve

Where an employee feels that he has been aggrieved by a decision of the Employer related to promotion or demotion, the employee may grieve the decision pursuant to the grievance procedure in Article 9 of this Agreement.

23.6 Vacation Letters

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

23.7 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Article 23.1.
- (b) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**24.1 Rate of Pay**

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

24.2 Substitution Pay

When an employee is temporarily required to accept the responsibilities and carry out the principal duties of a position covered by this Agreement which is of a higher classification to the position she normally holds, she shall be paid at the senior rate after two (2) consecutive full-time weeks.

24.3 Pay on Temporary Assignment

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

24.4 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 her supervisor.
- (c) Where an employee is required to use her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.
- (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 forty-nine cents (49¢) per kilometre.

24.5 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 in the salary range which is the closest step to eight percent (8%) above her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

The parties agree that, during the life of this agreement, the Union and the Employer shall meet to discuss the feasibility of implementing a Health and Welfare Benefit Plan.

ARTICLE 26 - GENERAL CONDITIONS

26.1 Supply and Maintenance of Equipment

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

26.2 Indemnity

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

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

26.3 Copies of Agreement

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

AGREEMENT

between the

GROWING TOGETHER CHILD AND PARENT SOCIETY

and the

BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

26.4 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.

26.5 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.

26.6 Staff Confidentiality

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

26.7 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 layoff of bargaining unit employees.

26.8 Job Descriptions

The Employer agrees to supply each employee with a copy of 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 27 - CRIMINAL RECORDS CHECKS

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

ARTICLE 28 - CASUAL EMPLOYEES**28.1 Employment Status**

Casual employees are employed on an "on-call" basis to cover absences of regular employees. These periods shall not exceed three (3) months without the agreement of the Union.

Casual employees will be considered in-service applicants, after completion of their probationary period when applying for vacancies.

28.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees which shall be supplied to the union board.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked the equivalent of thirty (30) days of full-time hours. Seniority shall accumulate on the basis of all straight-time hours worked.

(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. In such cases casual employees may be required to serve a probationary period however the Employer may choose to waive the probationary period.

28.3 Call-in Procedures

Qualified casual employees shall be called for available work in the order of their seniority.

28.4 Casual Vacation and Paid Holidays

Casual employees shall receive ten point two percent (10.2%) of their straight-time pay in lieu of scheduled vacations and paid holidays.

28.5 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 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) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

28.6 Application of Agreement

Except as otherwise noted, the provisions of Articles 12, 13, 16, 17, 18, 19, 24 and 25 do not apply to casual employees.

ARTICLE 29 - TERM OF AGREEMENT

29.1 Term of Agreement

November 1, 2007 to October 31, 2010.

29.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 30, 2010, but in any event not later than midnight, July 31, 2010.

(b) Where no notice is given by either party prior to July 31, 2010, both parties shall be deemed to have been given notice under this article on July 31, 2010.

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

29.3 Commencement of Bargaining

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

29.4 Changes in Agreement

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

29.5 Effective Date of Agreement

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

(b) Wage rates, where applicable, shall be implemented in the second pay period. Retroactivity shall be paid in the following pay period.

29.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

Marilyn Bright
Co-chairperson

Kathy Williams
Bargaining Committee Member

Maureen Shayler
Co-chairperson

Jenny Ewing
Staff Representative

Dated this _____ day of _____, 20 _____.

APPENDIX A
Salary Schedule

Classification		Current	Nov 01/07 6%	Nov 01/08 2%	Nov 01/09 2%
Senior ECE	Step 1	16.25	17.22	17.57	17.92
	Step 2	17.80	18.87	19.25	19.63
	Step 3	18.85	19.98	20.38	20.79
	Step 4	19.79	20.98	21.40	21.82
ECE – Infant & Toddler	Step 1	14.97	15.87	16.19	16.51
	Step 2	16.02	16.98	17.32	17.67
	Step 3	17.07	18.09	18.46	18.83
	Step 4	17.92	19.00	19.38	19.76
ECE	Step 1	14.45	15.31	15.62	15.93
	Step 2	14.97	15.87	16.19	16.51
	Step 3	16.02	16.98	17.32	17.67
	Step 4	16.82	17.83	18.19	18.55
Support/Float	Step 1	12.87	13.64	13.92	14.19
	Step 2	13.57	14.38	14.67	14.97
	Step 3	14.27	15.13	15.43	15.74
	Step 4	14.97	15.87	16.19	16.51

Employees shall move to the next step of their classification upon completion of 1820 hours.

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 care 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 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 her rights under Article 13, then the senior employee shall be placed in the position;
- (b) where the employee exercising her rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising her rights under Article 13 may choose to 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, 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) If one (1) job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Article 24 of the Collective Agreement unless the remaining job sharing partner requests a full-time position.

(b) If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing arrangement is terminated, the remaining job sharing partner shall be required to assume the full-time responsibilities in order to retain her job status.

(c) Notwithstanding the foregoing, the Employer may terminate a job sharing arrangement on any other reasonable ground by giving sixty (60) days written notice which will include the reason or reasons for the termination.