

COLLECTIVE AGREEMENT

between the

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION
OF VANCOUVER (YWCA METRO VANCOUVER)**

and the

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

Effective from October 1, 2014 to September 30, 2019

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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 B.C. Government and Service Employees' Union.
- (b) The parties to this agreement share a desire to improve the quality of service provided by the Employer. 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 9.

1.3 No Discrimination

- (a) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (b) 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.

1.5 Definitions

For the purpose of this agreement:

- (a) "*Regular Employee*" – means an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
- (b) "*Auxiliary Employee*" – means 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; or
 - (2) temporary positions created to cover employees on vacation, sick leave, education leave, compassionate leave or other leave;
- (c) "*Spouse*" – includes same sex partners, husband, wife and may be common-law or legal.

1.6 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

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

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

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

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

1.7 Harassment and Discrimination

(a) The Employer and the Union recognize the right of employees to work in an environment free from harassment and discrimination and agree that employees who engage in harassment and discrimination may be disciplined.

(b) Harassment or discrimination means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person, serves no legitimate work purpose, and may be discriminatory in nature, based upon another person's 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. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

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

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

1.8 Harassment Complaint Procedure

The intent of this procedure is to fairly resolve harassment concerns raised by employees. In the case of a harassment complaint, the following shall apply:

- (a) An employee (complainant) who believes that he or she has a harassment complaint, may approach their supervisor, unless the person that they have the complaint against is the supervisor, to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed resolved. The employee may have the assistance of a shop steward.
- (b) If the matter concerns the supervisor, the employee may bypass the supervisor, and immediately bring the complaint to the attention of the Director. The employee may have the assistance of a shop steward.
- (c) If the matter is not resolved to the satisfaction of the complainant, the employee must submit a formal written complaint to the Director, as soon as possible after the alleged incident occurring, but no later than six months. The Director shall investigate all harassment complaints received.
- (d) The employee may request the assistance of, and be represented by, a shop steward or union staff representative at any part of the formal process.
- (e) An alleged harasser (respondent) shall be notified of the complaint and shall be entitled to attend, participate in and be represented in any hearing.
- (f) It is expected that all issues raised through this process will be resolved within 30 days. The complainant may discontinue the process at any time.
- (g) If either the complainant or the respondent is not satisfied with the resolution, they must within 30 days request an adjudicator. The mutually agreed upon adjudicator, by the Employer and the Union, shall have the right to make 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) Where applicable, this article does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*. A harassment complaint shall not form the basis of a grievance.

Confidentiality for staff using this process is assured. All parties involved in the Harassment Complaint Process, are expected to keep the issues strictly confidential.

ARTICLE 2 - UNION RIGHTS AND RECOGNITION

2.1 Bargaining Agent Recognition

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

2.2 Correspondence

- (a) 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 designate.

(b) 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 designate.

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

2.3 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.

2.4 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.

2.5 Recognition and Rights of Stewards

(a) 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.

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

(c) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature; related to the application of the collective agreement;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) attending meetings called by the Employer.

2.6 Bulletin Boards

The Employer shall provide bulletin board facilities in each site for the exclusive use of the Union. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

2.7 Right to Refuse to Cross Picket Lines

(a) All employees covered by this agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code* of BC. Any employee failing to report for duty for this reason 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.

2.8 Time Off for Union Business

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

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body;
- (5) leave for negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders;
- (7) leave for union observer or supervision of ballot boxes, etc.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternatives, to perform their duties pursuant to Clause 2.5;
- (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 employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this clause shall include sufficient travel time, where necessary.

(d) Where it is operationally possible, the Employer shall grant, on request, leave of absence without pay:

- (1) For employees selected for a full-time position with the Union for a period of one year;
- (2) For an employee elected to a position of President or Treasurer of the B.C. Government and Service Employees' Union for a period of three years.
- (3) For an employee elected to a body to which the Union is constitutionally affiliated for a period of one year.

Such a request will not be unreasonably denied. Terms and conditions related to benefits will be as per Clause 19.10 General Leave of Absence Without Pay, with the exception of YWCA Health and Welfare benefits, which will not be offered during the leave period.

2.9 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.

2.10 Labour Relations Code

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

2.11 Contacting at Work

Representatives of the Union shall have the right to contact employees at work on matters respecting this agreement or its administration.

ARTICLE 3 - 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 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 4 - CHECK OFF OF UNION DUES

4.1 Authorization and Deductions - Dues Check-off

All employees on their date of hire, as a condition of employment, shall be required to sign an authorization for dues deduction and initiation fee. The Employer shall deduct from the monthly salary of each employee monthly union dues and where applicable the initiation fee.

4.2 Remittance of Dues

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.

4.3 Dues Receipt - Income Tax Purposes

The Employer agrees to include on the employee's T4 slip the amount of Union dues (excluding initiation fee) paid in the previous calendar year and any other amount deducted from the employee's pay and remitted to the Union which is deemed tax deductible by Revenue Canada.

4.4 Alteration of Dues and Special Deduction

Upon receipt of a statement signed by the President and the Treasurer of the Union stating that the Union has altered its dues check-off amount or has authorized a special deduction, in accordance with the constitution and by-laws of the Union, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Clause 4.2.

4.5

A report of employees who cease employment will be provided to the Union on a quarterly basis.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees that the shop steward will be given an opportunity to meet with new employees within the first 30 days of employment without loss of pay, for up to 60 minutes in order to acquaint the new employees with the benefits and duties of union membership.
- (b) Both the Union and the Employer acknowledge this meeting must be held without impairing the staff/child ratio in the Centre.

ARTICLE 6 - EMPLOYER'S 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 including but not limited to the right to hire, suspend, discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the agreement limit, or affect that right.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representatives

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization by the Union. To implement this, the Union shall supply the Employer with the name 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. Lists will be maintained with updates as necessary.

7.2 Labour Management Committee

- (a) There shall be established a Labour/Management Committee composed of two union representatives and two 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 60 days, or at the call of either party at a mutually agreeable time and place, with a maximum of six meetings per year. If it is deemed unnecessary to meet, a regular meeting may be cancelled with mutual agreement. Employees shall not suffer any loss of basic pay for time spent on this Committee, and the Union shall reimburse the Employer for such time.

7.3 Union Investigation

- (a) The Employer shall allow a properly authorized representative designated by the Union to investigate grievances or complaints under this agreement. The Employer is entitled to require an individual to substantiate that she is an authorized representative of the Union.
- (b) When access is required for the purposes of such an investigation, the designated Union representative will be required to obtain the prior written (faxed or emailed) permission of the Director to visit the premises. Such permission shall not be unreasonably denied.
- (c) The investigation must not result in any disruption of the Employer's operations.
- (d) The Employer will provide the designated union representative with all requested pertinent documentation.

ARTICLE 8 - GRIEVANCE PROCEDURE**8.1 Grievance**

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operations, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline or suspension of an employee bound by this agreement.
- (b) The procedure for resolving the grievance shall be in the grievance procedure in this article.

8.2 Step 1

At Step 1 of the grievance procedure every effort will be made to settle the dispute informally, first with the immediate supervisor and then with the designated excluded manager. The aggrieved employee shall have the right to have their shop steward present at such a discussion. Where the aggrieved employee is a shop steward, they shall not act as a shop steward in respect of their own grievance but shall submit the grievance through another shop steward or union staff representative.

8.3 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 Clause 8.4, must do so no later than 21 days after the date:

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

8.4 Step 2

Subject to the time limits in Clause 8.3, the employee may present a grievance at Step 2 by:

- (a) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the articles(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction requested; and
- (c) transmitting their grievance to the Director through the shop steward;
- (d) the Director shall provide the employee and shop steward with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within 14 days of receiving the grievance at Step 2, the Director and the shop steward shall meet to discuss the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement of the parties in writing.
- (b) The Director shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and a summary of the results of investigations carried out by the Employer with regard to the

facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

(d) Investigative findings made by the Union that are relevant to the circumstances that gave rise to the grievance, shall be made available to the Employer.

8.6 Step 3

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

- (a) within 14 days after the decision has been conveyed to the grievor by the Director, or;
- (b) within 14 days after the Employer's reply was due.

8.7 Time Limits to Reply to Step 3

(a) Within 10 days of receiving the grievance the Director and the designated union representative 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 Director shall reply in writing within 21 days of receiving the grievance at Step 3.

8.8 Failure to Act

A grievance shall commence and proceed through the grievance procedure within the time limits provided; otherwise it shall be deemed abandoned. The time limits may be extended by mutual consent of the parties in writing. However, neither party will be deemed to have prejudiced its position on any future grievance. Requests for the time limit extension shall not be unreasonably denied.

8.9 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9 – Arbitration, the President of the Union, or designate, if she/he chooses to pursue the matter at arbitration shall inform the Employer of said intention within:

- (a) 30 days after the Employer's Step 3 response has been received; or
- (b) 30 days after the Employer's Step 3 response was due.

8.10 Administrative Provisions

(a) Replies to grievances at Step 3 of the grievance procedure and notification to arbitrate shall be by certified mail, courier, email or by facsimile.

(b) Grievances, replies and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered.

8.11 Dismissal or Suspension Grievances

(a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at Step 3 within 21 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 21 days of the employee receiving such notice.

(b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 21 days of the date on which the suspension occurred, or within 2 days of the employee receiving such notice.

8.12 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, employer representatives 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.
- (b) 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.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Tribunal shall not have their grievance deemed abandoned through the filing of the complaint. However, the grievances shall be considered in abeyance pending any decision from the Tribunal.
- (d) If the Tribunal hears the matter, this shall be considered binding on the parties and a resolution of the grievance.
- (e) If the Tribunal declines to hear the matter, then the grievance shall proceed through the process as outlined in Article 8.

8.13 Policy Grievance

- (a) Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed between the parties within 30 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9 – Arbitration, within 30 days.
- (b) Unless agreed by the parties, this clause shall not be used by the Union to initiate a grievance directly affecting an employee or group of employees where such employees themselves could otherwise initiate a grievance through the grievance procedure. This provision shall not be utilized to circumvent any mandatory provision of the grievance procedure.

8.14 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 arbitrator 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 9 - ARBITRATION**9.1 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 8, notify the other party within 30 days of the receipt of the reply at Step 3, of its desire to submit the difference or allegations to arbitration.

9.2 Appointment of Arbitrator

When a party has requested that a grievance be submitted to arbitration, a mutually agreeable arbitrator shall be selected by the parties.

9.3 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 30 days of his first meeting.

9.4 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.

9.5 Disagreement of 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 within 14 days of the date of the decision. The Arbitrator shall make every effort to provide written clarification within seven days of receipt of the application.

9.6 Expenses of Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

9.7 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.

9.8 Witnesses

At any stage of the grievance or arbitration process, 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.

9.9 Expedited Arbitration

(a) Subject to (b) below, the parties may agree to 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 within 21 days of the date of referral.

(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 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 working days of such hearings. No written reasons for the decision must be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

9.10 Retroactive Settlements

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of occurrence of the situation which gave rise to grievance, or to the date set by the single party Arbitrator.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Dismissal and Suspension

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

- (a) The Employer may dismiss or suspend for just cause any employee who has completed their 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 working days.
- (b) Suspension – A suspension of indefinite duration shall be considered a dismissal pursuant to (a) above as soon as it exceeds 20 days and any grievance already filed shall be considered henceforth as a dismissal grievance.

10.2 Burden of Proof

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

10.3 Progressive Discipline

The principles of progressive discipline shall apply.

10.4 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file.

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

10.5 Performance Reviews

- (a) Where a performance review of an employee 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 places, one indicating that the employee has read and accepts the performance review, and the other indicating that the employee has read and disagrees with the performance review.
- (b) The employee shall sign in only one 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.

10.6 Personnel File

- (a) An employee or the President of the Union or 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 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.

10.7 Right to Have Union Representative Present

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

believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.8 Abandonment of Position

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

10.9 Probation for Newly Hired Employees

(a) The Employer may reject a probationary employee for cause. This shall not be termed a dismissal for the purpose of Clause 10.1 of this agreement, but rather a rejection during probation. The test of 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 employees shall be six months worked. The probationary period for all other employees shall be three 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.

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

(d) An employee who is serving a probation or trial period and takes an approved leave of absence of more than two weeks, shall complete the remainder of her/his probation/trial period upon her/his return to work. In the event that a performance problem has been identified and not resolved during the probation/trial period prior to the approved leave, with the agreement of the Union, an employee returning from such leave shall be required to repeat her/his entire probation/trial period of three months.

(e) 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 directly at Step 3 of the grievance procedure outlined in Article 8 of this agreement.

10.10 Resignation

Wherever possible, the employee shall give 30 calendar days' notice in writing, prior to leaving.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) "*Seniority*" means an employee's length of service with the Employer. Employees shall be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this agreement. Service seniority for part-time employees shall be prorated on the basis of one year's service seniority based on the equivalent annual hours of work for a full-time employee.

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

Note: Current part-time employees who have their seniority calculated from the date of hire shall be credited with the equivalent number of full-time hours for each year of service and convert to the above language on a date to be determined by the parties.

11.2 Seniority List

(a) The Employer will prepare, once every six months, an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification.

(b) The regular seniority list shall be posted by the Employer on the Union bulletin board for 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.

11.3 Accrual and Loss of Seniority

(a) Seniority Accruals when on leave

An employee who returns to work, after one of the following leaves 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 following approved leave:

- (1) Maternity (Clause 20.1) and Parental Leaves (Clause 20.2)
- (2) WorkSafe BC claim
- (3) Sick leave, of up to 12 months
- (4) Elected or appointed position in the Union
- (5) Compassionate Care Leave (Clause 19.13)

The employee shall be deemed to have resigned on the date upon which her leave commenced if the notice of return from leave is not made within one 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. An employee who fails to contact the Employer may be deemed to have abandoned her position, however, the employee will be entitled to reasonable opportunity to explain failure to contact the Employer.

(b) *Loss of Seniority*

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, on extended maternity leave, extended leave, adoption, layoff up to 12 months or leave of absences approved by the Employer.

11.4 Re-Employment

A regular employee who resigns their position and within 30 days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent. She/he shall retain, effective the date of re-employment, service seniority accrued to the date that they resigned and are eligible for United Way Health and Pension Benefits immediately, subject to eligibility requirements.

ARTICLE 12 - JOB POSTINGS**12.1 Job Postings**

- (a) Job postings for vacant positions or positions added to the bargaining unit, shall be posted within 30 days. Each posting shall be posted by the Employer on a union bulletin board and the Employer's intranet for not less than five working days. A designated shop steward shall receive copies of all job postings.
- (b) The notice of postings shall contain the following information: title of position, duties, qualifications, training status, number of hours and wage range. Such qualifications shall not be established in an arbitrary manner.
- (c) Temporary vacancies which are known to be for a duration of greater than three months, shall be posted for not less than five working days. Such positions, once assigned shall only be until the return of the incumbent.
- (d) All applications for posted positions shall be submitted within five working days.
- (e) Applicants for a position will be selected on the basis of experience, seniority and qualifications. When the qualifications of two or more employees are relatively equal, the position will be awarded to the employee with the most seniority.
- (f) Qualified internal candidates shall be considered and interviewed prior to external candidates.

12.2 Notification

- (a) Unsuccessful employee applicants to posted positions will be notified of the name of the successful employee applicant.
- (b) An employee who is an unsuccessful applicant for a vacant position may request, from the Employer representative responsible for the appointment, an explanation of the reasons why she was not appointed.
- (c) If requested as per (b) above, the Employer representative will provide an explanation within seven days after receiving the request.

12.3 Notification of Staff Changes

The Employer agrees to notify the Union in writing within five working days when an employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

12.4 Seniority for Change in Status

- (a) 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. However, employees will start to accumulate seniority and sick leave and vacation leave entitlements based on their part-time status, effective the date that they become part-time.
- (b) Employees who change their status from regular to casual, or from casual to regular shall retain the seniority they had accrued to the date their status changed.

12.5 Notification of Employment -- Regular Employees

- (a) At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, and a copy of her/his job description. A copy of this letter will be sent to the Union.
- (b) A copy of this collective agreement will be provided by the Union.

12.6 Priorities in Hiring

Priority will be given to bargaining unit applicants, who are willing to commence work in the hiring centre to fill the vacancy on the stated start date. In the event that all candidates are willing to commence employment in the hiring centre for the stated start date, first consideration will be given to applicants from the bargaining unit who are regular employees and to employees on the recall list. Second consideration will be given to long-term auxiliary employees in the bargaining unit. Third consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, applicants from the outside may be considered.

12.7 Trial Period

(a) Promotion

In filling positions under this article, the successful applicant shall be given a trial period of up to three months to determine her suitability to perform the work required.

During the trial period, the employee may elect to return, or the Employer may require the employee to return, to their former position, in which case the employee will return to her former position and rate of pay without loss of seniority. In the event that the applicant proves unsatisfactory in the position during the trial period the Employer may, with the agreement of the Union, extend the period for a further three months. Any other employee affected thereby will be returned to her former position at the same rate of pay without loss of seniority.

(b) Transfer

Upon transfer, the employee shall be on a trial period for one month. If during the trial period the employee finds the job unsatisfactory, or the Employer is able to demonstrate inappropriate fit, the employee shall be returned to her/his former position or to one of at least equal salary range.

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, reorganization, seasonal closure, program termination, closure or other material change in organization.

Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union in accordance with Section 54 of the BC *Labour Relations Code*.

13.2 Pre-Layoff Canvass

(a) Prior to the layoff of regular employees under Clause 13.3, the Employer may canvass employees in order to invite:

- (1) placement into a vacant, regular position; or
- (2) placement on the sub and recall lists with no loss of seniority.

(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 days of issuance of a written notice to the employee or group of employees.

13.3 Layoff

(a) 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:

- (1) employees shall be laid off in the reverse order of seniority;
- (2) an employee designated for layoff will have the right to bump into another position within the bargaining unit for which she is qualified, according to the amount of her seniority;
- (3) bumping will proceed as follows:
 - (i) A full-time employee shall displace the least senior full-time employee;
 - (ii) A part-time employee shall displace the least senior part-time employee.
- (4) bumping rights must be exercised within five days of notification of layoff by providing written notice to the Employer.

(b) Any regular employee who has chosen layoff as per Clause 13.3 (a) shall have the right to decline a recall to work at reduced hours without loss of seniority.

13.4 Recall

(a) Employees shall be recalled to available work in order of their seniority at a date of layoff 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 days of receipt of the certified mail.

(b) The recall period shall be 12 months from date of layoff.

(c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

(d) Employees on layoff may opt to go on the Auxiliary call list at the top of the auxiliary call list. If more than one laid-off regular employee opts to be placed on the auxiliary call list, they shall be placed in their respective seniority order at the top of the auxiliary call list.

13.5 Layoff and Recall Process

(a) No layoff will occur without prior notification to the Union.

(b) Any employee affected by a layoff shall receive written notification prior to layoff.

(c) In the event an employee is laid off, the employee will remain on the recall list for a period of 12 months from the discontinuation of her/his position.

(d) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to her/his position.

(e) Notice of recall shall be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.

(f) An employee notified of recall shall be given five working days' notice to report to work.

(g) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.

(h) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

13.6 Reduction of Hours

(a) Reduction in hours shall be applied to employees in reverse order of 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 Clause 13.3.

(c) Any regular employee offered a reduction of hours shall be given two weeks' notice of the reduction.

13.7 Advance Notice

Any regular employee who has completed less than three years employment shall receive two weeks' notice or two weeks' pay in lieu of notice. After the completion of a period of employment of three consecutive years, one additional week's notice shall be added for each subsequent completed year to a maximum of eight weeks' notice or pay in lieu of notice.

13.8 Program Closure

(a) In the event of:

(1) the closure of a program or Centre by the Employer; or

(2) a temporary program closure by other than the Employer (i.e., school closures, strike action);

employees shall be transferred to available positions within the bargaining unit, providing they have the skill, knowledge, ability and training, to perform the work that is available. If there is no available position, layoff shall apply.

(b) In the event that there is no available position employees affected in permanent closures may exercise their seniority to be retained in the bargaining unit using the following process:

(1) In consultation with the Senior Supervisor of the various centres, the Director (using the criteria in Clause 12.1(e)) shall reassign the workforce such that it causes the least disturbance to program delivery, and notify the Union of the planned reassignment.

(c) Where the Employer closes a worksite or discontinues a program, the Employer will consult with the Union in accordance with Section 54 of the BC *Labour Relations Code* before implementing any layoff procedure.

13.9 Grievance on Layoffs and Recalls

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

ARTICLE 14 - HOURS OF WORK

14.1 Workweek and Workday

- (a) The regular working hours shall consist of 35 hours per week.
- (b) The workweek may be increased to a maximum of 37½ hours per week.

14.2 Rest Periods and Meal Breaks

The regular full-time hours per week shall include two 15 minute relief breaks and is exclusive of a 30 minute meal break each day. Employees who work less than regular full-time hours shall be entitled to a 15 minute relief break for shifts greater than four hours of work and an unpaid meal break for shifts greater than five hours of work.

14.3 Staff Meetings

The Employer agrees to allow staff meetings of up to two hours per month and YWCA orientation of new staff during working hours. The staff meeting(s) and orientation session shall be included in the 35 hours of work per week where scheduling is possible. Where staff meetings are held outside of working hours, the time will be paid at straight-time. It is understood that staff may voluntarily attend YWCA events, such as staff breakfasts, parties, Annual Meetings and such attendance shall not constitute overtime.

14.4 Minimum Hours

Where an auxiliary employee reports for work he/she shall be paid for a minimum of two hours' pay, even if the employee works less than two hours.

ARTICLE 15 - SHIFTS AND SCHEDULES

15.1 Split Shifts

Except for those in existence at the date of ratification, there shall be no new split shifts created without consent of the Union.

15.2 Preference in Start Times

Where a shift becomes available that has a different start time, it will be offered in seniority order to employees within that centre's program who have indicated their preference to work a different start time, subject to operational requirements. Where a different start time becomes available with less than 12 hours' notice, the shift in question may, at the Employer's option, be filled in accordance with Clause 15.3 or with an auxiliary employee.

15.3 Additional Hours for Part-Time Employees

- (a) Regular part-time employees shall be offered any additional hours in her/his primary work location, in order of seniority and before auxiliaries, provided the additional hours do not result in overtime.
- (b) Regular part-time employees shall be paid at their regular rate of pay when working additional hours.

ARTICLE 16 - OVERTIME

16.1 Definition

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

16.2 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.

16.3 Overtime Compensation

Overtime shall be compensated at the following rates:

- (a) up to eight hours in a regularly scheduled workday be paid at the regular rate of pay;
- (b) time and one-half for the next three hours of overtime on a regularly scheduled workday;
- (c) double-time for hours worked in excess of (b).

16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on their timesheet.

16.5 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.

16.6 Callback Provisions

An employee called back to work by a Supervisor, after completing a normal day's work, or from a normal day off, or from vacation, shall be paid at overtime rates for all hours worked, and will be paid for a minimum two hours. This does not apply to employees returning to work for meetings and/or training in accordance with Clause 14.3.

16.7 No Layoff to Compensate for Overtime

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

16.8 Choice of Time off or Pay for Overtime

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. Overtime must be paid out or time taken off within four months of said overtime being worked.

16.9 Compensating Time Off for Overtime Worked

Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she/he would have been paid for the

overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by employee and employer.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

(c) To be eligible for the paid holiday, the employee shall have worked or earned wages for 15 of the 30 calendar days preceding the holiday.

17.2 Holiday Falling on a Scheduled Day Off

When a paid holiday falls on the scheduled day off of an employee, she/he shall be granted an equivalent time off without loss of pay; such paid holiday to be taken no later than the next vacation time.

17.3 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 vacation; such paid holiday to be taken no later than the next vacation time.

17.4 Overtime Worked on a Paid Holiday

A permanent employee who works on a paid holiday shall have to be compensated at the rate of double-time for hours worked, plus one day in lieu of the holiday.

ARTICLE 18 - VACATIONS

18.1 Vacation Year

For the purpose of this agreement, the vacation year for all regular employees shall be calculated based on the anniversary date of the employee's date of hire and must be taken during the calendar year, i.e. January 1st to December 31st.

18.2 Vacation Entitlement

(a) An employee's entitlement for the year shall be provided at the beginning of each year and employees may take their entitlement in the year that they accrue them.

(b) Each regular full-time employee shall receive during the first incomplete year of service, a prorated vacation for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

(c) Vacation entitlement shall be calculated based on anniversary date and completed years of service as a regular full-time employee as follows:

Classification	Completed Years of Service	Accrual per month	Annualized
Senior Supervisor	Less than 15 years	1.83 Days	22 days
	15 th year		27
	16 th year		28
	17 th year		29
	18 th year		30
	19 th year		31
	20 th year		32
ECE	Less than 5 years	1.25	15
	5 years but less than 15 years	1.67	20
	15 th year	2.08	25
	16 th year		26
	17 th year		27
	18 th year		28
	19 th year		29
	20 th year		30

Note: In an anniversary year, where vacation entitlement increases it will be pro-rated according to when the anniversary date is reached.

18.3 Vacation Scheduling

(a) Employees shall submit their vacation requests to the supervisor on or before:

- (1) November 1st for the period January 1st through May 31st; and
- (2) March 1st for the period June 1st through December 31st.

(b) In order to facilitate vacation requests, the Employer shall, by February 15th of each year, provide each employee with an accounting of their vacation time taken and vacation time remaining. Upon request, employees will be provided with their vacation time taken and vacation entitlements for the upcoming year before November 1st deadline date.

(c) In creating the vacation schedule, seniority shall be the deciding factor.

(d) An employee wishing to split her vacation shall be entitled to exercise her seniority rights in her first choice of vacation in each of the two vacation periods listed in (a), above. Seniority shall prevail in the employee's second choice of vacation but only after all other employees have exercised their first choice.

(e) In order to exercise their seniority rights, employees must submit their vacation request prior to the deadline dates .

(f) An employee who does not exercise her seniority rights, as per (e), shall not be entitled to exercise those rights in respect of any vacation time previously selected by an employee with less seniority. However, such vacation requests shall not be unreasonably denied where it is operationally possible to grant the request.

(g) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise her seniority rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.

18.4 Regular Part-Time Employees

Part-time employees shall be entitled to vacation in a manner consistent with their schedule of shifts. For example, if the employee is scheduled for shifts of five hours per day, five days per week, each vacation day as per Clause 18.2, shall be at five hours pay per vacation day.

18.5 Approved Leave of Absence during Vacation

(a) Where an employee qualifies for bereavement leave during vacation, there shall be no deduction from vacation credits for such absence. The vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

(b) If an employee develops a serious illness or has a serious accident which incapacitates them for more than two days and they have a doctor's note, the Director may, upon application by the employee upon their return, treat such time as sick leave. Such application shall not be unreasonably denied.

18.6 Vacation Credits upon Termination

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year other than the first year of employment, shall be computed on the basis of their vacation entitlement as set out in Clause 18.2. If an employee terminates employment and has a negative balance in vacation credit, this amount will be deducted from his/her final paycheque.

18.7 Vacation Credits upon Death

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

18.8 Callback from Vacation

Employees who have commenced their annual vacation shall not be called back to work, except in emergency circumstances. The displaced vacation time shall be returned to the employee's entitlement and rescheduled at the employee's request.

18.9 Accumulation or Carry Over of Vacation

Vacation time is viewed as essential to the well-being of staff; therefore staff are urged to take their vacation time within each calendar year. In unusual circumstances, staff may carry over some vacation days at the discretion of the Director. Requests for vacation carryover must be made before November 1st. This carried-over time must be taken within the following calendar year at a mutually agreed time. If the carried-over days are not requested within the first three months of the following year, the Employer reserves the right to schedule the days unilaterally.

ARTICLE 19 - SPECIAL LEAVE

19.1 Bereavement Leave

- (a) All employees suffering a loss of a family member will be eligible for a three day or one day bereavement leave, commencing with the employee's date of notification of death or ending with the day of the funeral.
- (b) For the purpose of this provision, a three day leave with pay will be granted for the loss of a spouse, parent, guardian, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, sibling, child or grandchild of an employee or someone living with the employee as a member of the family. Where out of province travel is required, an employee will receive one additional day without pay of bereavement leave.
- (c) A one day leave without pay will include the loss of an aunt, uncle, niece and nephew. Additional time, if needed, shall be granted without pay. Such leave shall not be unreasonably denied.

19.2 Family Responsibility Leave

- (a) An employee is entitled up to five days of unpaid leave during each employment year to meet responsibilities related to care, health or education of a child in the employee's care, the care or health of any member of the employee's immediate family or the care or health of another family member, including partners whether common-law or not, living with the employee. Additional time off for these purposes shall not be unreasonably denied.
- (b) Up to three days' leave with pay will be considered by the Director where there is serious illness in the immediate family and the employee is responsible for the care of the family member. If granted, these days will form part of the annual entitlement of five days.
- (c) For the purposes of this clause "*immediate family*" means the spouse, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, sibling, guardian, child or grandchild of an employee.

19.3 Court Attendance

Any employee covered by this agreement who may be required by the Employer to attend any commission, court or hearing, to give evidence in any case, civil or criminal for the Employer, shall be compensated at the same hourly rate as called for in this agreement, without loss of pay as well as reasonable expenses for food and travel.

19.4 Jury Duty

- (a) Upon providing the Employer with evidence and notice of being summoned to jury duty, an employee shall be granted leave of absence without loss of employer paid wages. The employee shall refund to the Employer the full amount of any payment received from the courts in respect of such jury duty. Upon returning to work from jury duty, an employee shall be returned to his or her former position and rate of pay.
- (b) If an employee believes that jury duty would be a hardship, the Employer shall assist the employee to request an exemption from serving by providing a letter for the employee.

19.5 Sick Leave

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently impair work ability.

(b) Sick leave may be used by any pregnant employee when there is a known or suspected illness or disease in the workplace which may be harmful to pregnancy. She may use this leave until all danger from such disease or condition no longer exists.

(c) Employees are entitled to use sick leave credits for use of family responsibility leave as per the Employer's policy. Employees may apply to their Director to use sick leave when a member of their immediate family is ill and the employee is responsible for the care of the family member.

19.6 Sick Leave Entitlement

(a) A permanent full-time employee shall earn paid sick leave at the rate of one and one-half days per month. Sick leave shall accumulate to a total of 85 working days. Permanent part-time employees shall be entitled to sick leave on a pro rata basis.

(b) Upon reasonable request, an employee shall be advised of the balance of her sick leave entitlement.

19.7 Sick Leave Credit

New employees shall be able to draw on a block of five 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 his/her final paycheque.

19.8 Medical Confirmation of Sick Leave

After sick leave of more than five continuous days or when it appears that a pattern of consistent absence is developing, the Director may request medical confirmation. For the purpose of this article, medical confirmation shall normally consist of a note from the employee's physician. In the case where a pattern of consistent absence appears to be developing, the Employer may require that the employee's physician fill out the YWCA Physician's Medical Report form. Any costs incurred in obtaining such confirmation shall be paid by the employee.

19.9 Educational Leave

(a) Employees shall be granted two days' educational leave with pay per annum to observe other child care centres, or preschool programs, or to attend seminars, workshops, training sessions or conferences which will be of benefit to her/his professional development. Included in this leave shall be both internal and external professional development opportunities with one day being designated as external. Scheduling of educational leave will be approved by the Employer to ensure adequate staffing in the child care centres.

(b) The Employer agrees to consider all requests for courses related to staff professional development including in-house training opportunities. The Employer agrees to consider requests to cover all or a portion of the costs involved.

(c) Leave of absence with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum.

(d) Where the Employer requires an employee to upgrade her skills or qualifications, the cost of training and any extra travel expenses will be paid by the Employer.

19.10 General Leave of Absence without Pay

Leave of absence without pay, to a maximum of 12 months, may be granted to a regular employee subject to the following conditions:

- (a) The employee must have completed at least 24 months of continuous service and has not been on a similar leave in the past 24 months, except in unusual circumstances;
- (b) The total Leaves of Absence without Pay granted under this clause shall not exceed one per centre. This shall not include maternity parental leave, union leave or any other leave granted under the terms of the collective agreement;
- (c) All accrued vacation must be exhausted before an unpaid leave will be approved;
- (d) Vacation leave and sick leave will not accrue while the employee is on an unpaid leave;
- (e) Subject to the terms of the plan carrier, employees may remain on health and welfare benefits. After one month, the full cost of health and welfare benefits will be borne by the employee;
- (f) An employee shall direct a written request 30 days prior to commencement of leave to the Director specifying the term of the Leave of Absence without Pay. All requests must be approved by the Director. Responses to requests for Leave of Absence without Pay shall be given in writing. A response to a request for Leave of Absence without Pay shall be given within 15 working days;
- (g) The employee will contact the Director at least three weeks prior to the employee's scheduled return date in order to confirm a return to work. An employee who fails to contact the Director may be deemed to have abandoned her position, however, the employee will be entitled reasonable opportunity to explain failure to contact the Director;
- (h) Upon her return, the employee will be placed in her former or equivalent position, subject to layoff and recall rights.

19.11 Personal Days

- (a) After completion of the Probation Period, regular staff will receive three days' leave with pay per year for personal use, prorated for part-time staff working at least 17½ hours per week. These days may be used at any mutually suitable time within the calendar year. However, they must be taken within the year and cannot be carried forward.
- (b) These days will be accumulated on the basis of one for each four months of the calendar year worked (prorated for regular part-time staff working at least 17½ hours per week). If days are taken before they are earned and the employment is terminated any outstanding days will be deducted from the final cheque.

19.12 Elections

Any employee eligible to vote in a federal or provincial election shall have, upon request, three or four consecutive clear hours, as described by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

19.13 Compassionate Care Leave

An employee who qualifies for the *Employment Standards Act* (ESA) Compassionate Care benefit, for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks, will be granted a leave of absence without pay as per the terms and duration prescribed in the ESA. A Record of Employment will be issued for the employee to apply for Employment Insurance.

Notwithstanding Clause 11.3(a) there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 24.

ARTICLE 20 - MATERNITY, PARENTAL AND ADOPTION LEAVE

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article shall give at least 30 days' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and shall inform the Employer in writing of the length of leave intended to be taken.

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

20.1 Maternity Leave

- (a) The employee shall be granted leave for a period not longer than 17 weeks.
- (b) Period of maternity leave shall commence not earlier than 11 weeks before the expected date of delivery and end no earlier than six weeks following the actual date of birth unless the employee requests a shorter period.
- (c) The Employer shall, upon request of the employee, modify the commencement of maternity leave for any period 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 and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform duties for the Employer.
- (e) Maternity leave may be extended for health reasons relating to the birth or the termination of the pregnancy where a qualified medical practitioner's certificate is presented.

20.2 Parental Leave

- (a) Upon application, an employee shall be granted leave of absence for up to 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) Upon application, employees shall be granted parental leave as follows:
 - (1) in the case of the birth mother, commencing immediately following the end of the maternity leave under Clause 20.1;
 - (2) in the case of the natural father or the common-law partner of the birth mother, including a same-sex partner, commencing within the 52 week period following the birth of the child;
 - (3) in the case of an adopting parent, commencing within the 52 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological or emotional condition, the employee may be entitled to additional leave of up to two weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.
- (d) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.

20.3 Return from Leave

A request for a shorter period for maternity and/or parental leave must be given in writing to the Employer at least four weeks before the date that the employee indicates she intends to return to work. An employee returning from maternity leave must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

20.4 Benefit Plan

- (a) 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 17 weeks and for an employee on parental leave, a maximum of 37 weeks, but to a maximum of 52 weeks for an employee taking leave under Clauses 20.1 and 20.2.
- (b) If an employee fails to return to work, the Employer will recover moneys paid under this clause.

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, not vacation pay, 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 eight weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed twelve 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 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.

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.

21.3 Joint Occupational Health and Safety Committee

- (a) 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 to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (b) The parties agree the Union may appoint one member of the Occupational Health and Safety Committee.
- (c) A copy of all minutes of the Occupational Health and Safety Committee meeting will be posted within seven days of approval.
- (d) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate government regulations.
- (e) Time spent outside regularly scheduled working hours by an employee covered by this agreement, in the course of her duties as a committee member, shall be paid at the employee's regular rate of pay.

21.4 Unsafe Work Conditions

No employee shall be disciplined for exercising his/her right to refuse to do unsafe work pursuant to Section 3.13 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 First Aid Requirements

The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

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.

21.8 Healthy Workplace

- (a) The parties to this agreement share a desire to prevent acquisition and transmission of communicable disease or infection.
- (b) Where the Employer is aware of a child with a communicable disease or infection the Employer shall inform the employees about the inherent risk of the communicable disease or infection.
- (c) The Employer will work with appropriate health organizations and notify employees of recommended preventative measure, including vaccinations. The YWCA will comply with all regulations of WorkSafeBC and BC Centre for Disease Control.

(d) The Employer shall, in consultation with the Occupational Health and Safety Committee, develop and implement programs and/or procedures to prevent acquisition and transmission of a communicable disease.

(e) 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.

21.9 Workplace Aggression

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

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

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

At the request of an employee who has been exposed to workplace violence, including physical aggression or verbal abuse, the Employer will meet with the employee as soon as possible to discuss remedies, including transfer.

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

ARTICLE 22 - CONTRACTING OUT

The Employer will not contract out any bargaining work that results in the layoff of any bargaining unit employees. This language includes the recall of any laid off bargaining unit employees.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Salary Scale

(a) All employees shall receive the appropriate rate of pay for their classification as set out in Appendix A - Salary Scale.

23.2 Acting Senior Rate of Pay

Where an employee is requested by the Employer to perform the principal duties of the Senior Supervisor, she shall receive a premium of 10% above her current rate.

23.3 Payment of Wages

(a) All employees shall be paid on alternate Fridays prior to the end of the earliest shift.

(b) The Employer agrees to provide the employees with a written statement of wages and the amount and purpose of each deduction at each pay period.

23.4 Mileage Payments and Auto Insurance

Employees using their own car for Employer's business shall be reimbursed at the prevailing rate for the YWCA. Each employee using his or her own car for Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business.

23.5 Expenses

An employee shall be reimbursed for reasonable expenses incurred while on employer business. Wherever possible pre-approval must be obtained.

23.6 Regular Part-time Employment

Regular employment on a permanent part-time basis shall be subject to the same standards and conditions of employment which apply to a full-time permanent staff. Benefits and vacations shall be calculated on a proportionate basis, except if the terms of the benefit plan preclude this.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS**24.1 Eligibility**

- (a) All regular employees working 17½ hours or more per week and their dependants, are eligible for benefits coverage pursuant to Article 24.
- (b) The Employer shall make current benefit booklets available to all employees.

24.2 Medical Services Plan

This is the provincial health care plan which provides for payment of the costs of required medical, surgical, obstetrical and diagnostic services of medical practitioners, for all residents of British Columbia and their dependants.

- (a) The premium is paid:
 - one-half by the YWCA;
 - one-half by the staff person.
- (b) Employees are eligible for MSP after one full month of employment.

24.3 Dental Care Plan - MSA

It is important to carefully read the brochure for details of this Plan.

- (a) Based on the current Dental Schedule of Fees, the plan will be the following:
 - Plan A - Basic Services 100% of claim
 - Plan B - Prosthetic appliances and crown and bridge procedures 50% of claim
 - Plan C - Orthodontics 50% of claim
- (b) The premium is paid:
 - one-half by the YWCA;
 - one-half by the staff person.

- (c) It is a condition of employment to join this Plan after a full three months of employment unless otherwise covered.

24.4 United Way Group Insurance Plan

Comprises of Group Life Insurance; Accidental Death and Dismemberment Insurance; and Long-Term Disability Benefit* (also Extended Health Benefits [Clause 24.5] and LTD Supplemental Coverage for staff members in the Pension Plan [Clause 24.6 (d)]).

- (a) The premium is paid:
- LTD portion by the employee;
 - the balance by the YWCA.
- (b) Staff members are eligible for this benefit on the first day after a full three months of employment.
- (c) It is a condition of employment to join this Plan.

** If an employee is on the Long-Term Disability benefit, the YWCA will continue to contribute the Employer's share of benefit premiums (i.e. MSP, MSA, Dental, Life and Accidental Death and Dismemberment Insurance) for the first six months of Long-Term Disability.*

24.5 Extended Health Benefits - MSA

This is a low cost protection against expenses not covered by the basic plan, such as ambulance, prescription drugs, special nursing, semi-private and private room hospital accommodation.

- (a) The premium is paid:
- one-half by the YWCA;
 - one-half by the staff person.
- (b) Staff members are eligible for this benefit after a full three months of employment.
- (c) It is a condition of employment to join this plan unless otherwise covered.

24.6 United Way Pension Plan

- (a) All regular full-time and part-time staff are eligible to join the Pension Plan after three months of employment.
- (b) The contribution is paid:
- 120% by the YWCA;
 - 100% by the staff person.
- (c) Staff hired before April 1, 1987 have the option to join the Pension Plan. Staff hired after April 1, 1987 join this plan as a condition of employment after reaching age 25 and after one year's employment.

(d) *Long-Term Disability Supplemental Coverage*

If you are a member of the United Way Pension Plan and become totally disabled (as defined under the LTD benefit) this benefit will make monthly contributions to the pension plan on behalf of you and the YWCA for as long as you are totally disabled, but not beyond age 65. The normal retirement age for YWCA employees is 65.

24.7 Workers' Compensation

All employees of the Vancouver YWCA are covered under Workers' Compensation.

24.8 Program Participation

(a) *Staff Use of Fitness Centre*

(1) Staff working 17½ hours or more per week are allowed full use of the Fitness Centre Programs and facilities (including one free towel per visit). This benefit is also extended to the employee's immediate family re: spouse and dependent children over 15 having the same address as the employee.

(2) A staff ID card is issued from the Customer Information Services desk when a letter of employment from the Human Resources Department or other confirmation of employment status/hours is presented.

(3) The employee's ID card along with a list of the family members names is to be returned to the Customer Services desk when their employment has ended. The family membership cards will be cancelled at the Customer Information Services area without the need for them to be returned.

(b) *Staff Discounts on Registered Programs*

(1) Staff working less than 17½ hours per week - 10% discount.

(2) Staff working 17½ hours or more per week - 20% discount.

There is no discount on programs held outside of the YWCA. All staff must be YWCA members to be eligible for discount.

ARTICLE 25 - GENERAL CONDITIONS

25.1 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.

25.2 Indemnity

(a) *Civil Action* – Except where there has been gross negligence on the part of an employee, the Employer will:

(1) Exempt and save harmless employees from any liability action arising from the proper performance of their duties for the Employer; and

(2) Assume all costs, legal fees, and other expenses arising from any such action.

- (b) Criminal Actions – where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently acquitted, the employee shall be reimbursed for reasonable legal fees.
- (c) The Employer will have the sole and exclusive right to settle any claim, action or judgement or bring or defend any litigation in respect of them.

25.3 Copies of the 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
Young Women's Christian Association (YWCA Metro Vancouver)
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

25.4 Client Confidentiality

Any personal or confidential 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.

25.5 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.

25.6 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 unless hired as auxiliary employees.

25.7 Job Descriptions

- (a) Job descriptions are written with the intent to set forth the general duties and requirements of the job and the level of skill required and shall not be construed as imposing any restriction on the right of the Employer to create a new job or to assign duties to employees other than those specifically mentioned in job descriptions, provided always that if the assignment of such duties changes the job content sufficiently to justify a review of the job rate, the Employer will meet with the Union to determine the appropriate job rate.
- (b) 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.

25.8 Criminal Records Check

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

25.9 Emergency Closure

- (a) Any day due to weather-related or other unavoidable event in which the child care centre is officially closed shall be designated an emergency closure, and no employee shall suffer any loss of pay. Where possible, employees shall be moved to another centre for the duration of the closure.
- (b) In the event the closure is more than one week, Article 13 will apply.

25.10 Licensing Standards

The Employer agrees to ensure that *Provincial Child Care Licensing Act* Regulation Standards are met.

25.11 Personal Property

On request and with reasonable notice, the Employer shall provide a secure space for employees to store personal possessions, wallets, and/or purses when the employees are at the employees' headquarters/worksite.

25.12 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions, excluding clothing, which are used to enhance a program are damaged by a person in the care or custody of the Employer, and where reimbursement is not available to the employee under established plans or programs, the Employer shall pay, to a maximum of \$100, repair costs, replacement costs, or personal deductible insurance provided such items are of a type suitable and/or authorized for use while on duty.

25.13 Administration of Medication

Any medications required to be given to a child as prescribed by a licenced physician shall be administered only by a regular employee.

The Employer shall ensure all regular employees are able to administer such medications.

ARTICLE 26 - AUXILIARY EMPLOYEES**26.1 Auxiliary Employees (Long-Term)**

- (a) Auxiliary employees are employed on an "on call" basis to cover absences of regular employees or augment staff during peak periods.
- (b) An auxiliary employee shall be compensated for a paid holiday, identified in Clause 17.1 when they have worked or earned wages for 15 of the previous 30 days immediately preceding the paid holiday.
- (c) The following collective agreement articles shall not apply to auxiliary employees:
 - Clause 13.2 Pre-Layoff Canvass
 - Clause 13.3 Layoff
 - Clause 13.4 Recall
 - Clause 13.5 Layoff and Recall Process
 - Clause 13.6 Reduction in Hours

Clause 13.7	Advance Notice
Clause 13.8	Program Closure
Clause 14.3	Staff Meetings
Article 17	Paid Holidays
Article 18	Vacation
Clause 19.1	Bereavement Leave
Clause 19.2	Family Responsibility Leave
Clause 19.3	Court Attendance
Clause 19.4	Jury Duty
Clause 19.5	Sick Leave
Clause 19.6	Sick Leave Entitlement
Clause 19.7	Sick Leave Credit
Clause 19.8	Medical Confirmation of Sick Leave
Clause 19.9	Educational Leave
Clause 19.10	General Leave of Absence without Pay
Clause 19.11	Personal Days
Clause 23.6	Regular Part-time Employment
Clause 24.1	Eligibility
Clause 24.2	Medical Services Plan
Clause 24.3	Dental Care Plan – MSA
Clause 24.4	United Way Group Insurance Plan
Clause 24.5	Extended Health Benefits – MSA
Clause 24.6	United Way Pension Plan
Clause 24.8	Program Participation

(d) Notwithstanding the above, auxiliary employees who successfully post into a temporary vacancy pursuant to Clause 12.1 shall be eligible to receive all benefits of the collective agreement, subject to the following:

(1) auxiliary employees who post into a position for a term which is known to be, or is reasonably expected to be, of three or more months in duration, but less than one year, shall be entitled to all benefits of the collective agreement with the exception of the benefits outlined in Clauses 24.3 - Dental Care Plan, 24.4 - United Way Group Insurance Plan, 24.5 - Extended Health Benefits, and 24.6 - United Way Pension Plan, subject to any applicable waiting period.

(2) an auxiliary employee who posts into a position for a term which is known to be, or reasonably expected to be for a period of one year or more shall be entitled to receive the benefits cited in (d)(1) above as well as the benefits outlined in Clauses 24.3 - Dental Care Plan, 24.4 - United Way Group Insurance Plan and 24.5 - Extended Health Benefits, subject to any applicable waiting period.

26.2 Notification of Employment - Auxiliary Employees

Auxiliary employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two weeks. A copy of this letter will be sent to the Union.

ARTICLE 27 - TERM OF AGREEMENT

(a) Whereas Young Women Christian Association of Vancouver is an employer within the meaning of the *Labour Relations Code* of BC.

(b) And whereas the Union is the bargaining agent for all the members of Citygate, Crabtree Corner, Emma's, and Leslie Diamond Child Care for which it is certified.

(c) This agreement shall be for the period from and including October 1, 2014 to and including September 30, 2019. Notice to re-open this agreement shall be in accordance with Section 46 of the *Labour Relations Code* of BC.

(d) Should neither party give notice in the manner prescribed above, this agreement shall continue in full force and effect, and neither party shall make any change in the terms of the agreement, or increase or decrease the rate of pay of any employee, until the parties conclude a revision of this agreement or enter into a new collective agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Michelle Sing, Vice President
Human Resources, Volunteers,
Communications, Crabtree Community

Marnie Hendrickson
Bargaining Committee Member

Shannon Newman-Bennett
Director, Family Services

Sulekha Sharma
Bargaining Committee Member

Paula Dribnenki
Staff Representative

Dated this _____ day of _____, 20_____.

**APPENDIX A
Salary**

Classification	Steps	Hourly Rate	October 1, 2014	October 1, 2015	October 1, 2016	October 1, 2018
Senior Educator	1	\$24.75	\$25.25	\$25.25	\$26.08	\$27.00
	2	\$25.57	\$26.08	\$26.08	\$27.00	\$27.81
	3	\$26.47	\$27.00	\$27.00	\$27.81	\$28.64
Infant Toddler Educator Special Needs Educator Early Childhood Educator Early Childhood Assistant	1	\$18.88	\$19.26	\$19.26	\$19.93	\$20.62
	2	\$19.54	\$19.93	\$19.93	\$20.62	\$21.35
	3	\$20.22	\$20.62	\$20.62	\$21.35	\$22.10
	4	\$20.93	\$21.35	\$21.35	\$22.10	\$22.76
	5	\$21.67	\$22.10	\$22.10	\$22.76	\$23.44
Auxiliary Employee (Unqualified)		\$14.75	\$14.75	\$15.75	\$15.75	\$16.07
Auxiliary Employee (Qualified)		\$15.25	\$15.25	\$16.25	\$16.25	\$16.58

- (a) All new employees shall be hired at Step 1 of the appropriate classification.
- (b) Upon ratification, all existing employees within the range shall have a 2.0% increase to wages effective October 1, 2014.
- (c) Effective October 1, 2015 and October 1, 2017, employees will move up one step on the salary grid, provided they have successfully completed their probationary period, until they reach the final step.
- (d) Effective October 1, 2016 and October 1, 2018, each step for Senior Educator and Infant Toddler Educator, Special Needs Educator, Early Childhood Educator and Early Childhood Assistant will be changed to the next highest step, and the top step will be increased by 3.0%. All existing employees shall be placed at the first step above their current rate of pay; however, no employee shall have their salary reduced as a result of placement on the salary grid.
- (e) (1) Employees whose rate of pay exceeds the last step of the salary grid shall receive a lump sum payment as per the following schedule :

October 1, 2014	2.0%
October 1, 2015	1.5%
October 1, 2016	1.5%
October 1, 2017	1.5%
October 1, 2018	1.5%

(2) Employees who reach the top step shall the following year, receive lump sum payments as per (1) above.

Definition of Classifications

- (1) *Senior Educator* - Person has ECE Diploma covering "under 3" and "over 3" qualifications and is registered with Provincial Child Care Facilities Licensing Board (PCCFLB) and is responsible for the day-to-day operation of a Centre. (Minimum two years' experience working with children).
- (2) *Infant Toddler Educator* - Person has ECE diploma covering "under 3" and "over 3" qualifications or equivalent and is registered with the PCCFLB.
- (3) *Special Needs Educator* - Person has ECE diploma covering "over three" and "special needs" qualifications or equivalent with the PCCFLB.
- (4) *Early Childhood Educator* - Person has completed basic ECE training including five hundred (500) hours internship and is registered with the PCCFLB.
- (5) *Early Childhood Assistant* - Person has completed training in Early Childhood Education but has not yet completed 500 hours internship.
- (6) *Assistant-in-Training* - Person has commenced training in Early Childhood Education courses.

MEMORANDUM OF AGREEMENT

Re: Job Sharing

1. Definition

Job sharing shall be defined as a voluntary work arrangement whereby the duties and responsibilities of one full-time position may be shared in a manner that would accommodate two 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.

The senior employee in the job share position is defined as the person who has more seniority, irrespective of who originally owned the position.

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 position in each program shall be covered by a job sharing agreement at any one time.

No more than two employees may share one 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.

Any additional hours worked by either job sharing partner shall be paid at the auxiliary wage rate.

5. Layoff and Recall

Where a senior employee exercises her rights, as provided for in Clauses 13.4 and 13.2 of the collective agreement, the following will apply:

- (a) where the two employees involved in the Job Sharing Agreement are junior to the person exercising her rights under Clauses 13.4 and 13.2, then the senior employee shall be placed in the position;
- (b) where the employee exercising her rights under Clause 13.4 and 13.2 is junior to one of the employees covered by the job sharing arrangement, then the employee exercising her rights under Clauses 13.4 and 13.2 shall replace the junior employee;
- (c) where an employee covered by this Memorandum of Agreement has been displaced pursuant to Clauses 13.4 and 13.2 of the collective agreement, she shall also have the full rights as provided for under Clauses 13.4 and 13.2.

6. Seniority

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

7. Termination

- (a) At the inception of the job share, the employees involved and the Employer shall agree on a shift schedule. Once the job share has commenced, such a shift schedule shall only be changed with the mutual agreement of the Employer and the employees involved.
- (b) The process for the senior person wanting to vacate the job share shall be as follows:
 - (1) If she posts into a temporary vacancy or employer approved leave of absence, her job sharing position shall be posted as a temporary job share position.

Upon the expiration of the temporary vacancy or employer approved leave of absence, all impacted employees will return to their positions.

- (2) If she vacates the job sharing arrangement for any reason, except (a) above, then a regular full-time position shall be posted.

In this situation, the junior job share partner will be laid off and allowed to exercise her seniority rights in terms of Article 13 – Layoff and Recall, unless she was the successful candidate for the posted regular full-time position.

- (c) The process for the junior person wanting to vacate the job share shall be as follows:
 - (1) If she vacates the job sharing arrangement for any reason, including a temporary vacancy or employer approved leave of absence, the senior job sharing partner may request to work full-time.
 - (2) If the senior job share person does not want to work full-time, the position will be posted as a job share position.

In the event of it being a temporary vacancy or employer approved leave of absence, upon expiration all impacted employees will return to their former positions.

(8) Posting of Job Share

Any vacancies created shall be posted and filled in accordance with Article 12 of the collective agreement.

If a job share position cannot be filled after posting it twice, the Employer reserves the right to terminate the job sharing arrangement with respect to this position.

In the event that this occurs, either of the following will take place:

- (1) If the junior job share person vacated a job share position, the senior job share partner will have to revert back to regular full-time to retain her employment status.
- (2) If the senior job share person vacated the job share position, a regular full-time position will be posted and the junior job share partner will be laid off in accordance with Article 13-Layoff and Recall, unless she was the successful candidate for the regular full-time position.

**LETTER OF AGREEMENT
Re: Emma's Infant/Toddler Care**

It is hereby agreed that since Emma's Infant/Toddler Care is a 10 month program, employees will be hired on a 10 month basis, i.e., September to June, and will be so informed at the time of hiring. As well there will be other times of the year when school schedules don't require full staff at Emma's (i.e., Christmas, Easter, school professional days, etc.).

The following options apply to regular employees during these periods when Emma's does not require full staff:

1. They may choose to take vacation time as per Clause 18.3 of the collective agreement. However, an employee shall not be required to utilize vacation entitlement for this purpose nor shall they be required to have vacation entitlement paid out.
2. Every effort will be made to relocate employees not taking vacation under (1) above with the YWCA's other child care programs, if no other employees in these programs are available for the additional hours.
3. Employees who are not taking vacation under (1) above and have not been relocated under (2) above will be laid off for all or a portion of the time.

Employees will be recalled to available work in order of their seniority.

In all cases, benefit premium costs will continue to be shared by the Employer and the employee during vacation time, and will be assumed completely by the employee during unpaid time off.

It is further agreed that if Emma's Infant/Toddler Care receives grant funding to offer a summer program, employees will be scheduled on the basis of seniority and expressed interest. Employment during July and August will be subject to the terms of the grant which may affect the workweek, but will not affect the hourly wage. Benefit premium costs will continue to be shared by the Employer and employee.