

COLLECTIVE AGREEMENT

between the

CHILDHOOD CONNECTIONS - OKANAGAN FAMILY & CHILDCARE SOCIETY

and the

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

Effective from April 1, 2020 to March 31, 2022

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

The parties to this agreement share a desire to improve the quality of the services provided by the Employer. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

1.2 Future Legislation

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

1.3 Conflict with Regulations

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

1.4 Use of Terms

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

1.5 No Discrimination

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

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

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.1 Full and Part-Time Employees

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

(b) A regular part-time employee is one who is appointed to a part-time position with a part-time schedule and works less than the number of hours constituting full-time employment as outlined in Article 14. A regular part-time employee who meets the eligibility requirements is entitled to all benefits of this agreement as provided for in Article 27, Health and Welfare Benefits.

(c) Casual employees are employed on an "on call" basis pursuant to the provisions of Article 30-Casual Employees.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

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

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The 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 the employees designated as stewards.

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

The duties of stewards shall include:

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

3.7 Bulletin Boards

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

3.8 Time off for Union Business

Leave of absence without pay and without loss of seniority will be granted in consultation with the Employer and only in circumstances that will not adversely affect the operation of the programs:

(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) to employees designated by the Union to sit as observers on interview panels.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternates, to perform their duties as per Clause 3.6;
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.

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

3.9 Right to Refuse to Cross Picket Lines

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

3.10 Labour Relations Code

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

3.11 Emergency Services

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

ARTICLE 4 - UNION SECURITY

All employees in the bargaining unit who on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

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

Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

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

Before the Employer is obliged to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name of the employee's steward. The Employer agrees that a union steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 10 minutes sometime during the first 30 days of employment.

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 Representation

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

8.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of up to two members of the Union together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

8.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of union staff shall notify the designated Employer's official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

8.4 Labour Management Committee

- (a) There shall be established a labour/management committee composed of two union representatives and two employer representatives. The parties may mutually agree to increase the size of the Committee up to a maximum of four union representatives and four 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 as often as required or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.
- (c) An employer representative and a union representative shall alternate in presiding over meetings.
- (d) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

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

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

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

shall be resolved in accordance with the following procedures.

9.2 Step 1

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

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4, must do so not later than 30 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.

9.4 Step 2

- (a) Subject to the time limits in Clause 9.3, the employee may present a grievance at this level by:
 - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the designated local supervisor through the union steward.

- (b) The local supervisor shall:
- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply to Step 2

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

9.6 Step 3

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

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

9.7 Time Limit to Reply at Step 3

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

9.8 Failure to Act

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

9.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

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

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievance

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

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

9.12 Deviation from Grievance Procedure

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

(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 Council, unrelated to harassment, shall not have their grievance deemed abandoned through the filing of the complaint.

9.13 Policy Grievance

Where either party disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of the occurrence.

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

9.14 Technical Objections to Grievances

It is the intent of both parties of this agreement that no grievance shall be defeated merely because of a technical error, other than time limitations in processing the grievance through the grievance procedure. To this end, an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

9.15 Management Grievance

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

ARTICLE 10 - ARBITRATION

10.1 Notification

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

10.2 Appointment of the Arbitrator

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

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

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

10.7 Amending Time Limits

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

10.8 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.9 Expedited Arbitration

- (a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolvable by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of a 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 shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Procedure

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

11.2 Dismissal and Suspension

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

11.3 Burden of Proof

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

11.4 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals.
- (b) An employee shall be given a copy of any document, report, incident, or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

- (d) Upon the employee's written request, any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.5 Evaluation Reports

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

11.6 Personnel File

- (a) An employee, or the President of the Union or their designate, with written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employment references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of file entries as requested. The employee or the President, as the case may be, shall give the Employer five working days' notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

11.7 Right to Have Union Representative Present

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

11.8 Abandonment of Position

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their 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.

11.9 Probation for Newly Hired Employees

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.2 of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for all employees shall be 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) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this agreement commencing at Step 3.

11.10 Employee Investigations

- (a) The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there is a prima facie case for imposing discipline.
- (b) The Employer will make every effort to complete its investigation within 14 days. The parties recognize that this time may be extended as a result of third-party investigations.
- (c) The Employer will notify the President of the Union or their designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

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

12.2 Seniority List

- (a) The Employer will prepare once every six months as set out in Clause 12.2(b), 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 during the first week of January and July. Any objection to the accuracy of the information contained therein must be submitted in writing to the

Employer within 30 days of the date of posting the seniority list. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

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

12.3 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over 30 days' duration. An employee shall continue to accrue seniority if they are absent from work with pay, for leaves under Clause 3.8, or being compensated by the WorkSafeBC or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to 12.5, they voluntarily terminate their employment or abandon their position, as per Clause 11.8;
- (c) they are on layoff more than one year;
- (d) upon being notified by the Employer by registered mail at their last known address that they are recalled from layoff, they fail to contact the Employer within seven days and fail to return to work within 14 days; or
- (e) they are permanently promoted to an excluded position and have passed probation.

12.4 Re-Employment

(a) When an employee loses their right to continued employment, then in the event of re-employment, such person shall start as a new employee. Their right to seniority and other benefits will be based upon their length of service with the Employer which shall be calculated from their date of re-employment.

(b) Notwithstanding 12.4(a), an employee who resigns their position and within 60 days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits subject to any benefit plan eligibility requirements.

12.5 Bridging of Service

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

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

12.6 Same Seniority Date

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of a Layoff

"*Layoff*" 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, or organization, or program termination, closure or other material change in organization.

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

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under 13.3 the Employer may canvass employees in order to invite:
 - (1) placement into a vacant, regular position in the employee's classification; or
 - (2) placement into a vacant regular position in another classification for which they are qualified and would not be a promotion; or
 - (3) placement on the casual call-in and recall lists with no loss of seniority.
- (b) Where layoff affects a substantial number of employees, the Employer shall canvass the employees pursuant to this article.
- (c) 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.
- (d) 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

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off by classification, in reverse order of seniority within the appropriate shift within their worksite/programme. Layoff notice shall include a current list of junior positions available to bump under this article.

Bumping

- (a) The Employer will identify the date that the layoff will begin.
- (b) A laid off employee can choose:
 - (1) to be placed on the casual call-in and recall lists with no loss of seniority; or
 - (2) to bump any employee with less seniority if they are qualified to perform the work. An employee can bump up, but not into a supervisory positions.

Subsequent employees affected by bumping may choose to bump the least senior employee whose hours are, firstly, up to four hours more or less than the employee's and secondly, within the next or a subsequent four hour time band provided they are qualified to satisfactorily perform the work.

- (c) An employee must exercise their bumping rights within seven days of receiving a notice of layoff by providing written notice to the Executive Director.

13.4 Recall

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by registered mail. Employees must accept recall within five days of receipt of the registered mail.
- (b) The recall period shall be one year.

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

13.5 Advance Notice and Severance Pay

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

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

13.6 Grievance on Layoffs and Recalls

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

13.7 Worksite Closure

Where the Employer offers positions to all or part of the staff affected by a worksite closure or discontinuance of a program, the following shall apply:

- (a) Those employees who are offered positions shall not have access to Article 13 of this collective agreement.
- (b) An employee who is classified downward shall be placed in the first vacancy available in their former classification, prior to the application of the Recall provisions.

ARTICLE 14 - HOURS OF WORK

14.1 Definitions

For the purposes of this article, "*day*" means a 24 hours period commencing at 00:01 hours, and "*week*" means a period of seven consecutive days beginning at 00:01 hours Sunday and ending at 24:00 hours the following Saturday.

14.2 Hours of Work

For the purpose of this agreement, full-time employment is defined as follows:

- (a) CCRR 7 hours per day 35 hours per week
FRP 7 hours per day 35 hours per week
- (b) (1) If an employee reports for work at the call of the Employer and is informed upon arrival at work that they are not required to work, the employee shall be entitled to be paid for a minimum of two hours pay at their regular rate.

(2) An employee reporting for work at the call of the Employer shall be paid a minimum of two hours pay at their regular rate if they commence work.
- (c) No employee shall be scheduled for more than five consecutive days without receiving two consecutive days off unless otherwise agreed by the parties to this agreement. Employees shall not be scheduled to work on Saturday or Sunday.
- (d) Additional hours up to the allowable straight-time maximum of 40 hours shall be offered to employees by seniority in the following sequential order:
 - (1) full-time employees
 - (2) part-time employees

Regular employees shall be offered additional hours within their classification and worksite before qualified regular employees at other programs/worksites in that classification. Remaining additional hours shall be offered to qualified regular employees in other classifications.

A regular employee shall receive their current rate of pay for all additional hours worked within their classification. Additional hours shall be used to calculate all benefits of this collective agreement except as provided in Article 27. Hours worked in a different classification shall be under the terms and conditions of employment applicable to casual employee, except seniority, where Article 12 shall apply.

Regular employees requesting additional hours must give the Employer written notice of their desire to work additional hours and their availability.

- (e) On occasion the Employer may request employees to attend functions outside of their normal hours of work. Where the Employer may require an employee to attend these functions, the employee shall be paid at straight-time rate.

14.3 Rest Periods

- (a) All employees shall have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period.
- (b) Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift.
- (c) Due to the special needs of the clients, employees are required to remain within the general area during rest periods so that they are readily available for safety or emergency situations if needed. Rest periods shall be taken without loss of pay to the employees.

14.4 Meal Periods

- (a) Employees working a shift of six or more hours shall have one 30-minute unpaid meal break. Rest periods and meal breaks may be combined subject to operational requirements.

(b) An employee shall be entitled to take their meal period away from the workstation. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time.

14.5 Flexible Working Hours

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

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

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

(c) The averaging period for employees on flextime shall be two pay periods.

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

14.6 Staff Meetings

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

ARTICLE 15 - SHIFTS

15.1 Split Shifts

In the event the Employer requires an employee to perform work outside of the employee's regularly scheduled working hours, the employee will have the choice of working either a split shift or adjusting their hours of work on the day in question. It is not intended that the working of either a split shift or adjusted work hours should necessarily result in the employee working overtime. If the hours worked by the employee do exceed eight hours per day or 40 hours per week, the employee will be entitled to overtime pay in accordance with Article 16. No employee will be required to work more than one split shift or adjusted workday per week.

15.2 Banked Time

If the nature of the work undertaken an employee is such that occasional evening duties are required, the employee shall have the option to bank hours to a maximum of 25 hours. Permission to bank time must receive prior approval from the Executive Director. Employees are required to take their banked time prior to the end of the current fiscal year. No banked time can be carried over to the next fiscal year unless otherwise authorized by the Executive Director.

ARTICLE 16 - OVERTIME

16.1 Overtime

Employees requested to work in excess of eight hours per day or 40 hours per week shall be paid:

- (a) Time and one-half for the first three hours overtime on a regularly scheduled workday; and
- (b) Double-time for hours worked in excess of the three hours referred to in (a) above.

16.2 Overtime Entitlement

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

16.3 Recording of Overtime

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

16.4 Sharing of Overtime

Overtime work shall be allocated equitably within a program/worksite.

16.5 No Layoff to Compensate for Overtime

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

16.6 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.

16.7 Callback Provisions

Employees called back to work, to work overtime shall be compensated for a minimum of two hours at applicable overtime rates.

16.8 Rest Interval

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

16.9 Overtime for Part-Time Employees

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

16.10 Dependant Care Expenses for Overtime

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

16.11 Authorization and Application of Overtime

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

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

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays

The Employer recognizes the following as paid holidays:

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

Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.

17.2 Holiday Falling on Saturday or Sunday

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

17.3 Holiday Coinciding With a Day of Vacation

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

17.4 Paid Holiday Pay

Payment for holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of the 60 working days preceding their holiday, in which case they shall receive the higher pay.

17.5 Paid Holidays for Part-Time Employees

- (a) Regular part-time employees will accumulate a statutory holiday bank based on their regular straight-time hours in each pay period.
- (b) Where the employee(s) choose to not participate in the "*statutory holiday bank*", the part-time employee(s) shall receive 4.2% of straight time pay.
- (c) The employees will give written notice to the Employer which option ([a] or [b] above) they wish to choose.

17.6 Other Religious Observances

| Years of Service | Rate of Entitlement |
|--|----------------------------|
| In the 1 st year of service | 6.2% |
| On completion of 1 year | 6.2% |
| On completion of 2 years | 6.2% |
| On completion of 3 years | 6.2% |
| On completion of 4 years | 6.2% |
| On completion of 5 years | 8.6% |
| On completion of 6 years | 8.6% |
| On completion of 7 years | 8.6% |
| On completion of 8 years | 9.1% |
| On completion of 9 years | 9.6% |
| On completion of 10 years | 10.1% |
| On completion of 11 years | 10.1% |
| On completion of 12 years | 10.1% |
| On completion of 13 years | 10.6% |
| On completion of 14 years | 10.6% |
| On completion of 15 years | 10.6% |
| On completion of 16 years | 11.1% |
| On completion of 17 years | 11.1% |
| On completion of 18 years | 11.1% |
| On completion of 19 years | 11.1% |
| On completion of 20 years | 11.6% |

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) Employees shall provide the Employer with the dates of the two days for which leave will be requested. A minimum of two weeks' notice is required for leave under this provision.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

For the purposes of vacation entitlement, 1820 hours of continuous service shall constitute one year of service. The specified rate of entitlement shall be used to determine the annual vacation entitlement in hours, which shall accrue based on hours worked. Employees hired after ratification will not be eligible for vacation until it is accrued.

18.2 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time shall be determined on the basis of start date seniority within each program/worksite.

Selection of Vacation Time

Employees may schedule their vacation times at their discretion, subject to the Employer's agreement and taking into consideration the Employer's operational needs.

(b) Subject to Clause 18.2(a) an employee shall be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation shall exercise seniority rights in the choice of their first vacation period. Seniority shall prevail in the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in further choices in the same manner.

(c) FRP part-time employees will accrue vacation each payroll. Vacation entitlement will be based on annual vacation entitlement as outlined in Clause 18.1 of the collective agreement. Employees will be paid out any accrued vacation entitlement upon written request.

18.3 Vacation Pay

Upon 21 days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period.

18.4 Vacation Carryover

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

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

18.5 Vacation Schedules

(a) For the purpose of scheduling, employees shall submit their vacation request to the Executive Director on or before:

- (1) June 30th for the period September 1st through May 30th; and
- (2) March 31st for the period June 1st to August 31st.

(b) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

18.6 Vacation Schedule Changes

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

18.7 Vacation Pay Upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance pursuant to Clause 18.1.

18.8 Vacation Credits Upon Death

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

18.9 Vacation Pay Upon Termination

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

18.10 Approved Leave of Absence With Pay During Vacation

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

18.11 Callback on Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all reasonable expenses incurred by them, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation time.

ARTICLE 19 - SICK LEAVE

19.1 Sick Leave Credits

- (a) Regular employees who have completed their probationary period shall accrue sick leave credits at the rate of 1.25 days per month to a maximum of 25 days. Upon completion of their probationary period, an employee shall be credited with sick leave back to the employee's starting date. Upon request, an employee shall be advised in writing of the balance of their sick leave credits.
- (b) The Employer may require an employee to provide proof of illness satisfactory to the Employer for absences of three consecutive days or more or where a pattern of absence develops. The Employer and employee will share equally the cost associated with the provision of a doctor's note as proof of illness.

19.2 Employee to Inform Employer

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

19.3 Ineligible for Sick Leave

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

19.4 Sick Leave Records

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Leave

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

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

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

20.2 Special Leave

(a) Special leave with pay up to five days per year total shall be granted to regular employees who have completed their probationary period in the event of the following circumstances:

- (1) the marriage of the employee;
- (2) the employee's attendance at a formal hearing to become a Canadian citizen;
- (3) household or domestic emergencies;
- (4) the employee's attendance at medical or dental appointment;
- (5) an illness in the immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member;
- (6) to meet responsibilities related to the care, health or education of a child in the employee's care. Education of a child responsibilities is defined as follows:
 - parent/teacher interviews
 - registering a child for school
 - graduation and significant recognition ceremonies for employee's child
 - school recitals and/or school events.

(b) Special leave with pay shall be granted to an employee for job-related court appearances.

(c) Special leave with pay may be granted to an employee serving as a juror at the Board's discretion, such leave shall not be unreasonably withheld. The employee shall remit to the Employer all monies paid to them by the court, excluding meal and travel allowances not reimbursed by the Employer.

(d) With respect to Clause 20.2(a)(5), the term immediate family shall have the same meaning as in Clause 20.1 and the employee must provide proof in a form satisfactory to the Employer that the absence is required for the care or health of the family member in issue.

20.3 Full-Time Union or Public Duties

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

- (a) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (b) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union, the leave shall be for a period of three years and shall be renewed upon request of the Union.

20.4 Leave for Court Appearances

- (a) In cases where an employee's private affairs have occasioned a court appearance or where an employee serves as a juror or witness to a court action, such leave to attend at court shall be without pay.
- (b) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (c) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

20.5 Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have the number of consecutive clear hours as outlined in the applicable election legislation during the hours in which the polls are open in which to cast their ballot.

20.6 General Leave

- (a) The Employer may grant a leave of absence without pay to an employee requesting such leave. All requests for leave shall be in writing. The Employer shall make every reasonable effort to respond within one week. Approval for leave shall not be unreasonably withheld. Requests for leave that exceeds 30 days will be brought to the CCS Board of Directors for review.
- (b) Upon return from leave of absence, the employee will be placed in their former or equivalent position.
- (c) Vacation credits shall continue to accrue while an employee is on unpaid leave of absence for up to 10 days per year for a personal illness or an illness in the immediate family where no one other than the employee can provide for the care of the immediate family member, providing all special leave credits have been taken.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

An employee shall be entitled to maternity, parental and adoption leave as prescribed in relevant federal and provincial legislation.

21.1 Maternity Leave

Maternity leave duration, including any extensions to such leave, shall be determined according to current legislation. Employees are required to inform the Employer of their anticipated leave duration and may be required to support an extension of the leave with medical documentation.

21.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. Prior to commencing leave, the employee will be required to furnish a medical certification or other evidence stating the birth of the child, or where applicable, proof of adoption.
- (b) Parental leave duration, including any extensions to such leave, shall be determined according to current legislation.

21.3 Leave without Pay

All leave taken under Article 21 is leave without pay.

21.4 Return from Leave

- (a) On return from leave, an employee shall be placed in their former position. Where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Clauses 21.1 or 21.2.
- (c) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position.

21.5 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority they had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the appropriate leave.
- (b) The employee shall be deemed to have resigned on the date upon which their leave commenced if an application for re-employment is not made within one month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

21.6 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorized by the receipt of a licensed physician's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition which could be harmful to pregnancy as determined by the physician's statement or report in the place of employment. They may use this leave until all danger from such disease or condition no longer exists.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Conditions

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

22.2 Working Environment

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

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

22.3 Safety Committee

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

22.4 Unsafe Work

No employee shall be disciplined for exercising their right to refuse to do unsafe work pursuant to Section 3.12 and 3.13 of the WSBC Industrial Health and Safety Regulations.

22.5 Workplace Aggression

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

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

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

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

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

22.6 Injury Pay Provision

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

22.7 Transportation of Accident Victims

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

22.8 Employee Check-in

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

22.9 Communicable Diseases

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease.
- (b) Where the Employer is aware of a client with a communicable disease, the Employer shall inform the primary care givers about the inherent risk of the communicable disease.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease, at no cost to the employee.

22.10 Protective Clothing and Supplies

The Employer shall supply protective clothing supplies as required by the WorkSafeBC.

22.11 Video Display Terminals

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

- (a) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this collective agreement applies.
 - (1) the Employer must give notice to the Union at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
 - (2) after notice has been given, the Employer and Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in this agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.

- (b) If, after meeting in accordance with Clause 23(a), the parties have agreed to an adjustment plan, it is enforceable as if it were part of this agreement.
- (c) Clauses 23(a) and (b) do not apply to the termination of the employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of Section 65 of that Act.

ARTICLE 24 - PROMOTION AND STAFF CHANGES

24.1 Job Postings

- (a) If a job vacancy occurs or a new position is created within the scope of this agreement, notice of such vacancy or new position shall be posted at each worksite for a period of not less than seven calendar days so that all members will know about the vacancy or new position.
- (b) Notwithstanding Clause 15.1, Split Shifts, prior to posting a regular part-time position consisting of hours that are less than required for benefits as per Article 27, the additional hours will be offered, by seniority, to regular employees who work within the program/worksite in which the hours are available. Where the hours do not conflict with an employee's regular schedule, the hours shall form part of their ongoing regularly scheduled hours.

24.2 Information in Postings

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

24.3 Appointment Policy

In making promotions and transfers, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor. It is understood that qualified internal applicants will be hired into vacancies prior to outside applicants.

24.4 Trial Period

When a vacancy is filled by an existing employee the employee shall be confirmed in the new position after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three months. If the employee is unable to perform the duties of the new job or if the employee wishes to return to their former position, they shall be returned to their former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time; but in any event will not exceed six calendar months.

24.5 Local Union Observer

In cases where there is more than one applicant for a posted position the President of the Union or their designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested party.

24.6 Notification

- (a) Within seven calendar days of the date of the appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit.
- (b) The Employer agrees, at the request of unsuccessful applicants, to discuss the reasons why they were unsuccessful and areas where they can improve their opportunities for advancement.
- (c) Upon written request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons they were unsuccessful.

24.7 Right to Grieve

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

24.8 Vacation Letters

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

24.9 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months shall be posted as per Clause 24.1.
- (b) Casual employees may elect to maintain their prorated percentage in lieu of vacation and statutory holidays pay, as per Clause 30.5, for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 27, Health and Welfare Benefits for which they are eligible, after three months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.
- (c) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.

24.10 Interviews

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

24.11 Deemed Qualified

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

ARTICLE 25 - CAREER DEVELOPMENT

25.1 Purpose

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

25.2 Staff Development Leave

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

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

(b) With the agreement of the Employer, an employee may be granted leave without pay, with pay, or leave with partial pay, to take work related courses in which the employee wishes to enrol to acquire the skills necessary to enhance opportunities.

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

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

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Paydays

(a) Employees shall be paid every second Friday.

(b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each period.

26.3 Rates of Pay

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

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

26.4 Substitution Pay

Where an employee is directed by the Employer to perform the principal duties in a higher paying position within the bargaining unit, they shall receive the rate of the new salary range which is the closest step at least eight percent above their current rate, but not more than the top of the new salary range.

26.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position in the salary schedule, they shall receive the rate of the new salary range which is the closest step at least eight percent above their current rate, but not more than the top of the new salary range.

26.6 Pay on Temporary Assignment

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

26.7 Reclassification of Position

Notwithstanding the layoff provisions contained herein, an employee shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employee them self.

26.8 Mileage Allowance

An employee who uses their own motor vehicle to conduct business on behalf of and at the request of the Employer shall receive an allowance of 50¢ per kilometre.

26.9 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region and with the approval of the Employer shall be entitled to reimbursement for meal expenses incurred to the maximum set out below. When the total cost for three meals for a day while on Employer's business is \$51 per day or more, then \$51 per day may be claimed, even if the cost of the individual meals are less than the individual meal amounts stipulated below. This article shall not apply to employees who, on a day to day basis, do not work in a fixed location.

| | Effective Date of Ratification |
|-----------------|--------------------------------|
| Breakfast | \$12.00 |
| Lunch | \$15.00 |
| Dinner | \$24.00 |
| Maximum per day | \$51.00 |

26.10 Travel Advance

Regular employees, who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

26.11 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

27.1 Health and Welfare Benefits

The Employer agrees to maintain the current levels of Health and Welfare Benefits.

27.2 Eligibility

Benefits are subject to the language outlined in the contract.

Employees who are hired prior to the effective date of the Benefit Program are eligible for coverage on that date. Employees who are hired after the effective date of the Benefit Program have a three month waiting period.

Coverage under the provisions of these plans will apply to regular full-time and regular part-time employees who are scheduled to work 20 regular hours or more per week. The Company providing the benefits package will agree that eligibility is defined as working 20 hours or more per week, 42 weeks per year.

All benefits will be 100% employer paid. In accordance with CRA regulations, the life insurance premium will added as a taxable benefit to the employees bi-monthly paystub.

Employees hired after ratification and eligible for health and welfare benefits will have the benefits paid at 50% by the Employer.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care or custody of the Employer, the Employer shall pay, to the maximum of \$150, repair costs, replacement costs, or personal deductible insurance provided such personal possessions are of a type suitable and/or authorized for use while on duty. The Employer shall pay, once every two years from the date of the incident for the repair or the replacement cost of prescription eyewear under this article to a maximum of \$250. Replacement and repair costs for eyewear shall only be considered after the employee has made unsuccessful claim under WorkSafeBC for replacement or repair of the prescription eyewear. Appropriate receipts will be required to receive reimbursement from the Employer. In the event the damage is the employee's automobile, the insurance deductible shall be paid to a maximum of \$300.

28.2 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' designated headquarters.

28.3 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.

28.4 Indemnity

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

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

28.5 Copies of Agreement

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

28.6 Contracting Out

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

28.7 Personal Duties

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

28.8 Payroll Deductions

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

28.9 Client Confidentiality

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

28.10 Administration of Medication

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

28.11 Job Descriptions

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

28.12 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.

28.13 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or required to hold certificates or licences, the cost of renewing the required certificate shall be borne by the Employer. Time

spent at the course shall be without loss of pay. Time spent in attendance at a course on a day of rest shall be compensated at straight time.

ARTICLE 29 - HARASSMENT

29.1 Sexual Harassment

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

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

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

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

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

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

29.2 Personal Harassment

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

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

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

- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith of the Employer's supervisory rights and responsibilities.

29.3 Harassment Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to the Executive Director. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the Executive Director in writing within 15 days of receipt of the complaint. The Executive Director shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with their written consent.
- (g) In the case of alleged harassment by a client or a member of the general public, the employee claiming to be harassed has the right to discontinue contact with the alleged offender without incurring any penalty, pending determination of the facts of the case. The Employer shall not require the employee to conduct business with an alleged offender under this clause.
- (h) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Executive Director's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser; or
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.

- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (k) This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (l) Complaints under this article shall be treated in strict confidence by all parties involved.

ARTICLE 30 - CASUAL EMPLOYEES

30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Clause 14.2(e) have not requested topped up hours. These periods shall not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

30.2 Seniority

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

30.3 Call-in Procedures

Qualified casual employees shall be called in order of seniority.

30.4 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days; and
 - (2) for casual employees elected to a public office for a maximum period of five years.
- (b) A casual employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three consecutive clear hours during the hours in which polls are open in which to cast their ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Clause 20.1 without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.

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

30.5 Paid Holidays and Vacation for Casual Employees

Casual employees shall receive a percentage of their straight-time pay in lieu of scheduled vacations, which percentage shall be prorated and calculated based on the vacation entitlement that the employee would be entitled to if the employee was a regular employee pursuant to Clause 18.1. Statutory holiday entitlement shall be applied as per the *Employment Standards Act* as of April 1, 2004.

30.6 Application of Agreement

Except as otherwise noted in a specific article of the collective agreement, the provisions of Articles 12, 13, 14.5, 16.7, 16.8, 16.10, 17, 18, 19, 20, 23 and 27 do not apply to casual employees.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect until midnight, March 31, 2022.

31.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2021, but in any event not later than midnight, December 31, 2021.

(b) Where no notice is given by either party prior to December 31, 2021 both parties shall be deemed to have been given notice under this article on December 31, 2021.

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

31.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 31.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

31.4 Changes in Agreement

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

31.5 Effective Date of Agreement

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

31.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Melissa Hunt
Executive Director

Cindy Polachic
Bargaining Unit Committee

Yvonne Stauble
Bargaining Unit Committee

Tina-Marie Bradford
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX A
Wages and Classifications

Effective the first full pay period following April 1, 2020

| WAGE GRID | | | | |
|---------------------------------------|------------|---|---------------|---------------------|
| CLASSIFICATION | GRID LEVEL | STEPS | April 1, 2020 | April 2, 2021 2% |
| | | Step 1 - 0-2000 hours* Step 2 - 2001-4000 hours* Step 3 - 4001-6000 hours* Step 4 - 6001 hours* onwards | | |
| Administrative Assistant 1 | 5 | 1 | \$17.00 | \$17.34 |
| | | 2 | \$17.84 | \$18.20 |
| | | 3 | \$18.81 | \$19.18 |
| | | 4 | \$19.81 | \$20.20 |
| Administrative Assistant 2 | 7 | 1 | \$18.57 | \$18.94 |
| | | 2 | \$19.46 | \$19.85 |
| | | 3 | \$20.56 | \$20.97 |
| | | 4 | \$21.66 | \$22.09 |
| Administrative Assistant 3 | 10 | 1 | \$19.84 | \$20.24 |
| | | 2 | \$20.81 | \$21.22 |
| | | 3 | \$21.93 | \$22.37 |
| | | 4 | \$23.10 | \$23.57 |
| Community Support Worker | 10 | 1 | \$19.84 | \$20.24 |
| | | 2 | \$20.81 | \$21.22 |
| | | 3 | \$21.93 | \$22.37 |
| | | 4 | \$23.10 | \$23.57 |
| Child Care Resource & Referral Worker | 11 | 1 | \$21.20 | \$21.62 |
| | | 2 | \$22.23 | \$22.67 |
| | | 3 | \$23.45 | \$23.92 |
| | | 4 | \$24.68 | \$25.18 |
| Program Coordinator 1 | 12 | 1 | \$22.46 | \$22.91 |
| | | 2 | \$23.56 | \$24.03 |
| | | 3 | \$24.85 | \$25.34 |
| | | 4 | \$26.16 | \$26.69 |

**Note: The term "hours" means:*

- 1) hours worked by the employee,
- 2) hours of paid vacation,
- 3) paid holidays,
- 4) paid union leave up to 20 days per year.

Current employees will be placed on the Appendix A grid as follows:

Nicole Hoodicoff - Program Coordinator 1 - Step 1
 Yvonne Stauble - Program Coordinator 1 - Step 3
 Cindy Polachic - Child Care Resource & Referral Worker - Step 2
 Sam Hawes - Administrative Assistance 3 - Step 1

Sylvia Wells - Community Support Worker - Step 1
Oksana Martens - Administrative Assistant 1 - Step2

APPENDIX B
List of Arbitrators

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

Allan Hope, Q.C.
Marguerite Jackson
Ron Keras
Judi Korbin
Stan Lanyon
Vince Ready

LETTER OF UNDERSTANDING #1

The parties have agreed to form a joint labour management committee consisting of an equal number of representatives of the Employer and the Union to explore the possibility of creating a job classification system and pay grid for existing, new or changed jobs. Any job classification system and/or pay scale that the parties agree upon may be incorporated into the collective agreement.