

COLLECTIVE AGREEMENT

between the

POOH CORNER DAY CARE CENTRE SOCIETY

and the

**B.C. GENERAL
EMPLOYEES' UNION (BCGEU)**

Effective from April 1, 2022 to March 31, 2024

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ARTICLE 1 - PREAMBLE**1.1 Purpose of Agreement**

(a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the B.C. General Employees' Union.

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

1.2 Future Legislation

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

1.3 No Discrimination

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

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

1.4 Use of Terms**(a) Gender Neutral Language**

Any reference to "they" or "them" refers to the masculine, feminine or non-binary throughout the agreement.

ARTICLE 2 - DEFINITION OF EMPLOYEES**2.1 Employee Defined****(a) Full-Time Employees**

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

(b) Part-Time Employees

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

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees of the Employer, except those excluded by the *Code* or as previously agreed.

3.2 Bargaining Agent Recognition

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

3.3 Correspondence

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

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

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

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

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

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

3.7 Bulletin Boards

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

3.8 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

3.9 Right to Refuse to Cross Picket Lines

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

3.10 Time Off for Union Business

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

(a) *Without Pay*

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body; or
- (4) leave for negotiations with the Employer;
- (5) leave for union observer;
- (6) for employees selected for a full-time position with the Union for a period of one year;
- (7) for an employee elected to the position of President or Treasurer of the B.C. General Employees' Union;
- (8) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (9) for any employee called upon by the Union to perform Union duties.

(b) *Without Loss of Pay*

- (1) to stewards, or their alternatives, to perform their duties pursuant to Article 3.6;

(2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;

(3) to all members of the union bargaining committee to attend negotiation sessions, including union caucus meetings.

A maximum of two days leave without loss of pay, unless mutually agreed by both parties to extend.

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

3.11 Emergency Services

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

3.12 Labour Relations Code

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

ARTICLE 4 - UNION SECURITY

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

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

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

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

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

All deductions shall be remitted to the President of the Union before the 15th calendar day of each month following the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(d) The Employer will submit union dues remittance by Electronic Transfer Fund "EFT". The EFT will be submitted with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount.

Each EFT email will also include:

- (1) Employer name
- (2) Pay period type (eg: monthly, semi-monthly, biweekly, etc.)
- (3) Pay period number
- (4) Pay period end date
- (5) Pay period pay date

(e) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".

Column Order	Name	Format	Format Description
1	Employee ID number	XXXXXXXXXX	
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job Classification		
7	Job/ Position Title		
8	Service Start Date	yyyyMMdd	
9	Appointment Code		Regular, Casual, etc
10	Work Location Name		
11	Work Location Address		
12	Member Address		
13	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
16	Member Home Email		

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

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

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

- (i) 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.
- (j) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and *the* Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.
- (k) Once per fiscal year, the Union may audit the dues remittance of the Employer. The Employer will provide all relevant payroll and financial documentation for the sole purpose of auditing the dues remittance to the Union.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address, and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce their to their steward.
- (b) The Employer will notify the steward of new employees and of their primary work location within 10 days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 7 - MANAGEMENT RIGHTS

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

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

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

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

8.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of up to three members of the Union, with a maximum of one from any one program, 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

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

8.4 Labour/Management Committee

(a) There shall be established a labour/management committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this committee shall be two union representatives and two employer representatives, and the maximum size shall be 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 every 60 days, or at the call of either party, at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this committee.

An employer representative and a union representative shall alternate in presiding over meetings.

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

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

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

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

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES**9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

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

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have 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 Article 9.4, must do so no later than 30 calendar 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 Article 9.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.
- (b) The immediate supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limits to Reply to Step 2

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

9.7 Time Limit to Reply at Step 3

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

9.8 Failure to Act

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

9.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 10, the President, or their designate, may inform the Employer of his 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 certified mail or facsimile.

9.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within 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

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

9.13 Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 30 days of occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 of this agreement.

9.14 Technical Objections to Grievances

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

ARTICLE 10 - ARBITRATION**10.1 Notification**

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

10.2 Appointment of Arbitrator

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

Julie Nichols
Joan Gordon
Chris Sullivan

10.3 Board Procedure

The Arbitrator may determine their own procedures 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 1st 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, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

10.9 Expedited Arbitration

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

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

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of provision of the collective agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection; and
- (8) demotions.

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

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

(d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 10.3.

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Dismissal and Suspension

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

(a) The Employer, or any specifically authorized excluded representative of the Employer, may dismiss or suspend for just cause any employee who has completed their probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, they shall be given the reason in writing, in the presence of a steward providing that this does not result in an undue delay of the appropriate action being taken. A copy of the written notice will be forwarded to the President of the Union or the designated staff representative within five working days.

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

11.2 Burden of Proof

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

11.3 Right to Grieve Other Disciplinary Action

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

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

11.4 Performance Review

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

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

11.5 Personnel File

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

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

11.6 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 article shall not apply to those discussions that are of an operational nature.

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

11.7 Abandonment of Position

An employee who fails to report for duty for three 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.

11.8 Probation for Newly Hired Employees

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

(b) The probationary period for supervisory and professional employees registered by a recognized association, shall be six months worked. The probationary period for all other employees shall be three months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.

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

(c) Where an employee feels 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.

11.9 Employee Investigation

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

The Employer will make every effort to complete its investigation within 14 days. 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

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

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

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

12.2 Seniority List

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

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

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

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

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 or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Article 12.5, they voluntarily terminate their employment or abandons their position;
- (c) they are on layoff for 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;
- (e) they are permanently promoted to an excluded position and has passed probation.

12.4 Re-Employment

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 benefits plan eligibility requirement.

12.5 Bridging of Service

If a regular employee resigns after the signing of this agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability, or an ageing parent, and is re-employed upon application, 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 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 six years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

12.6 Seniority for Change in Status

- (a) A regular employee who changes their status from full-time to part-time shall retain seniority and accumulated sick leave and vacation leave entitlements at the rate at which they were earned.
- (b) Employees who change their status from regular too casual, or from casual to regular shall retain the seniority they had accrued to the date their status changed.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

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

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

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under Article 13.3, the Employer may canvass employees in order to invite:
 - (1) placement into a vacant, regular position in the employee's classification; or
 - (2) placement into a vacant regular position in another classification for which 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; or
 - (4) resignation with severance as provided for in Article 13.
- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.
- (c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven 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, the following shall apply:

- (a) employees shall be laid off by classification within a work location in the reverse order of seniority;
- (b) an employee designated for layoff will have the right to bump into another position within the bargaining unit for which they are qualified, according to the amount of their seniority;
- (c) bumping will proceed as follows:
 - (1) A full-time employee shall displace the least senior full-time employee in their own classification. Where the least senior employee in the affected classification is a part-time employee, then the full-time employee designated for layoff shall have the option of displacing the least senior full-time employee or the least senior part-time employee.

A part-time employee shall displace the least senior part-time employee.

- (2) If the employee does not have sufficient seniority to displace any of the employees in their own classification, the above process will be repeated for those classifications carrying a rate of pay next closest to the employee's current rate.
- (3) The above process will also apply to those employees displaced as a result of bumping.
- (d) displacements shall not result in promotion;
- (e) bumping rights must be exercised within five days of notification of layoff by providing written notice to the Employer.

13.4 Recall

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

13.5 Reduction in Hours

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

13.6 Advance Notice

Each employee, in case of layoff, shall receive four weeks' notice, or four weeks' pay in lieu of notice.

13.7 Permanent Closure

- (a) In the case of a permanent closure of the Pooh Corner Day Care Centre Society, each employee shall receive two weeks' pay, at their current rate of pay, for each completed year of service, up to a maximum of 10 weeks' pay.
- (b) In the event of closure, the Employer agrees to provide the employees with as much notice as possible, but in any event not less than 30 days' notice.

13.8 Grievance on Layoffs and Recalls

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

13.9 Worksite Closure

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

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

13.10 Emergency Closure

Any day, other than a Saturday, Sunday or Designated Holiday, on which the day care centre is officially closed shall be designated an emergency closure, and no employee shall suffer any loss of pay.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

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

14.2 Hours of Work

Hours of work for all full-time employees shall be 37½ hours per week.

14.3 Work Schedules

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

14.4 Rest Periods and Meal Breaks

- (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, provided the staff to child ratio can be maintained. It is understood that meal breaks and rest periods may be combined subject to operational requirements.
- (b) Employees working a shift of four hours, but not more than six hours, shall receive one rest period during such a shift provided the staff to child ratio can be maintained.
- (c) Rest periods shall be taken without loss of pay to the employee.

14.5 Minimum Hours

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

Where a casual employee is called to work, begins their duties and is subsequently informed they will not be required to work the full shift, the employee is entitled to a minimum of four hours' pay.

- (b) Article 14.6(a) does not apply to school students reporting for work on a school day in which event the student shall receive payment for the hours worked with a minimum of two hours' pay in any one day.

14.6 Split Shifts

There shall be no split shifts except in school age child care as negotiated between the parties.

14.7 Notice of New Shift Schedules

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

14.8 Job Sharing

(a) *Definition*

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

(b) *Application Process*

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

(c) *Number of Employees*

The Union and the Employer agree that no more than one position in each program shall be covered by a job sharing agreement at any one time.

No more than two employees may share one full-time position.

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

(d) *Employee Wages and Benefits*

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

(e) *Layoff and Recall*

Where a senior employee exercises their rights, as provided for in Article 13 of the collective agreement, the following will apply:

- (1) Where the two employees involved in the Job Sharing Arrangement are junior to the person exercising their rights under Article 13, then the senior employee shall be placed in the position.
- (2) Where the employee exercising their rights under Article 13 is junior to one of the employees covered by the Job Sharing Arrangement, then the employee exercising their rights under Article 13 shall replace the junior employee.
- (3) Where an employee covered has been displaced pursuant to Article 13 of the collective agreement, they shall have full rights as provided for under Article 13.

(f) *Seniority*

Seniority for each job sharing partner shall continue according to Article 12.1 - Seniority Defined.

(g) *Termination*

If one job sharing partner vacates the Job Sharing Arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Article 24 of the collective agreement unless the remaining job sharing partner requests a full-time position.

If the position cannot be filled by this process, the Employer reserves the right to terminate the Job Sharing Arrangement with respect to this position. If the Job Sharing Arrangement is terminated, the remaining job sharing partner shall be required to assume the full-time responsibilities in order to retain their job status.

14.9 Additional Hours for Part-Time Employees

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

14.10 Staff Meetings

Staff meetings will be held after the scheduled workday twice per month, for a maximum of one hour. Notwithstanding Article 15, staff who attend shall be compensated at overtime rates and shall have the option of taking this compensation in pay or in time off. All such compensation must be taken or paid out within the same calendar year.

14.11 Parent/Board Meetings

Employees required to attend parent/board meetings shall be compensated in accordance with Article 15.

14.12 Flextime

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

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

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

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

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

14.13 Administration Time

A total of one hour per week per program shall be made available for the purpose of doing administrative work in the centre. Such administrative time shall be included in the regular hours of work per week. Additional staff may be employed during these hours to ensure ratio is maintained.

ARTICLE 15 - OVERTIME

15.1 Definition

- (a) "*Overtime*" means work authorized by the Employer and performed by a full-time employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.

- (c) "*Time and one-half*" means one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

15.2 Authorization and Application of Overtime

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

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

15.3 Overtime Entitlement

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

15.4 Recording of Overtime

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

15.5 Sharing of Overtime

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

15.6 Overtime Compensation

Compensation for any overtime worked shall be time and one-half for the first four hours worked. Hours in excess of the first four hours shall be paid at double-time.

15.7 Right to Refuse Overtime

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

15.8 Overtime for Part-Time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than **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.

15.9 Callback Provisions

An employee called back to work after completing a normal day's work, or from a normal day off, or from vacation, shall be paid at overtime rates for all hours worked, and will be paid for a minimum of four hours.

15.10 No Layoff to Compensate for Overtime

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

15.11 Time Off in Lieu of Overtime

Employees who work overtime shall choose either pay or time off in lieu of overtime pay. Generally, overtime expressed in hours shall be paid. An employee who is to receive compensating time off shall be given compensating time off equivalent to the number of hours for which they would have been paid for the overtime worked. The time at which the compensating time off is to be taken shall be determined by the employee, subject to approval of the majority of the employees. Such approval shall not be unreasonably withheld. Should conflict arise amongst the employees, then the supervisor or head supervisor will make the final decision.

ARTICLE 16 - HOLIDAYS**16.1 Paid Holiday**

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

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day of Truth and Reconciliation Day	

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

16.2 Holiday Falling on Saturday or Sunday

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

16.3 Holiday Falling on a Day of Rest

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

16.4 Holiday Falling on a Workday

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

16.5 Holiday Coinciding with a Day of Vacation

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

16.6 Paid Holiday Pay

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

16.7 Other Religious Observances

- (a) Where established ethno-cultural or religious practices provide for ceremonial occasions, employees may request up to four days' leave without pay per calendar year. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. When two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

ARTICLE 17 - VACATION**17.1 Calendar Year**

For the purpose of this agreement, the calendar year shall mean the 12-month period from January 1st to December 31st, inclusive.

17.2 Vacation for the First Incomplete Year

Each employee shall receive, in the first incomplete year of service, one and one-half working days' vacation for each month worked prior to December 31st, with the right to take days as they are accumulated.

17.3 Vacation Entitlement

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

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

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

Employees shall have earned the following vacation with pay:

- (a) After one year's continuous service - 20 working days' vacation, based on 8% of straight-time pay.

- (b) After three years' continuous service - 20 working days' vacation, based on 8% of straight-time pay.
- (c) After four years' continuous service - 25 working days' vacation, based on 10% of straight-time pay.
- (d) After five years' continuous service - 26 working days' vacation, based on 10.4% of straight-time pay.
- (e) After six years' continuous service - 27 working days' vacation, based on 10.8% of straight-time pay.
- (f) After seven years' continuous service - 28 working days' vacation, based on 11.2% of straight-time pay.
- (g) After eight years' continuous service - 29 working days' vacation, based on 11.8% of straight-time pay.
- (h) After nine years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (i) After 10 years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (j) After 11 years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (k) After 12 years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (l) After 13 years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (m) After 14 years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (n) After 15 years' continuous service - 30 working days' vacation, based on 12% of straight-time pay.
- (o) After 16 years' continuous service - 31 working days' vacation, based on 12.4% of straight-time pay.
- (p) After 17 years' continuous service - 32 working days' vacation, based on 12.8% of straight-time pay.
- (q) After 18 years' continuous service - 33 working days' vacation, based on 13.2% of straight-time pay.
- (r) After 19 years' continuous service - 34 working days' vacation, based on 13.6% of straight-time pay.
- (s) After 20 years' continuous service - 35 working days' vacation, based on 14% of straight-time pay.
- (t) After 25 years' continuous service - 38 working days' vacation, based on 15.2% of straight-time pay.

17.4 Vacation Scheduling

- (a) Employees shall submit their vacation requests to the supervisor on or before:
 - (1) December 1st for the period January 1st through April 30th; and
 - (2) April 1st for the period May 1st through December 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 their seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (d) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

17.5 Accumulation or Carryover of Vacation

A regular employee may carry over up to five days' vacation leave per year except that such vacation carryover shall not exceed 10 days. Up to 10 days of the vacation entitled may be deferred until the next year with prior written approval. Such deferred vacation must be taken within the third vacation year.

17.6 Approved Leave of Absence with Pay during Vacation

When an employee is qualified for bereavement leave or sick leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this article shall only apply when the period of illness or injury is in excess of two 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.

17.7 Termination of Employment

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

17.8 Vacation Credits upon Death

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

17.9 Vacation Paycheques

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

17.10 Banked Vacation

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

17.11 Callback from Vacation

Employees who have commenced their annual vacation shall not be called back to work.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

(a) Premium Reduction

The following sick leave provision may be varied by mutual agreement between the Union and the Employer in the event further Employment Insurance premium reductions for eligible sick leave plans are attainable under the *Employment Insurance Act*.

(b) Sick Leave Credits

Regular employee shall accrue sick leave credits at the rate of one and one-half days per month to a maximum of 90 days. The balance of sick leave credits will appear on the employees pay stub.

18.2 Employee to Inform Employer

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

18.3 Medical Confirmation

(a) When an employee is ill, they must report, by telephone or otherwise, to Pooh Corner Day Care Centre Society.

(b) After five days absence due to illness, the Employer may request a doctor's certificate. If there is a cost for obtaining the requested certificate, the Employer shall pay the full cost.

(c) When the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

18.4 Sick Leave Records

An employee who utilizes banked sick leave shall fill out the appropriate form upon return from such leave. An employee's sick leave balance shall be denoted on paycheque stubs.

18.5 Workers' Compensation Board Claim

The Employer shall cover the employees under the *Workers Compensation Act*. Employees with accumulated sick leave to their credit shall turn over to the Employer any monies paid or payable to them by the Workers' Compensation Board, and upon doing so shall receive full pay up to the value of the accumulated sick leave. In such cases there shall be a deduction from the accumulated sick leave of one-quarter of the time the employee is absent where applicable by the Workers' Compensation Board Regulations. If there is no credit of sick leave, the employee shall retain **their** Workers' Compensation Board cheques.

18.6 5 Days Paid Sick Leave

Notwithstanding any other provision in this agreement, all employees under this agreement that have 90 consecutive days of employment with the Employer, including casual employees under Article 30, shall each be entitled to the following for each calendar year.

- (a) 5 paid days of sick leave;
- (b) 3 unpaid days of sick leave.

ARTICLE 19 - SPECIAL AND OTHER LEAVES

19.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, and among close friends and relatives, an employee shall be entitled to a special leave, at their regular rate of pay, from the date of death up to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall not exceed five working days.

(b) Immediate family is defined as: an employee's parent, spouse, child, siblings, parents-in-law, common-law partner or same-sex partner where the employee signs a declaration that they have been in a conjugal relationship for a period of at least 12 months or more, and any other relative permanently residing in the employee's household, or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparent, grandchild, child-in-law, sibling-in-law, the employee shall be entitled to special leave, at ~~her~~ their regular rate of pay, for two days.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted compassionate leave and be credited the appropriate number of days as vacation leave credits.

19.2 Special Leave

(a) Maximum leave entitlement under Article 19.2 shall not exceed a total of 10 working days per calendar year, unless additional special leave is approved by the Employer.

(b) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for their:

- (1) marriage - five days
 - (2) attendance at child's wedding - one day
 - (3) birth or adoption of a child - three days
 - (4) serious household or domestic emergency - one day
 - (5) moving of household furniture and effects - one day
 - (6) attendance at a formal hearing to become a Canadian citizen - one day
 - (7) attendance at a funeral as a pallbearer or mourner - one day
 - (8) court appearance for child's hearing - one day
 - (9) mental health reasons - three (3) days
 - (10) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, time off for medical and dental appointments for employees or for dependents shall be permitted with pay.
 - (11) Domestic violence of employee or employee's child - three days
- (c) Two weeks' notice is required for leave under Subsection (b)(1), (2), (5) and (6).
- (d) For the purposes of Subsections (b)(1), (2), (3), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.
- (e) For the purpose of determining eligibility for special leave under Subsection (b)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence, which necessitates the moving of household furniture and effects during their normal working hours-and if they have not already qualified for special leave under (b)(5) on one (1) occasion within the preceding twelve (12) months.
- (f) For Subsection (10), the Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence may be developing.

19.3 Full-Time Union or Public Duties

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

- (a) For employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous election for a maximum period of 90 days.
- (b) For an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request.
- (c) For employees elected to public office for a maximum period of five years;
- (d) For an employee elected to the position of President of B.C. General Employees' Union. The leave shall be for a period of three years and shall be renewed upon request.

19.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

19.5 Leave for Taking Courses

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

19.6 General Leave

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

19.7 Elections

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

19.8 Christmas Leave

The child care centre shall close operation between Christmas Eve Day and New Year's Day. Employees shall be considered to be on a leave of absence without loss of pay and without loss of seniority.

19.9 Education Leave

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

- (a) An employee may take five days a year with pay, in addition to taking, with pay, the first aid renewal exams, to take part in courses, conferences, workshops, institutes, observations or in-service training sessions.

Where an employee requires more than five days educational leave in any one calendar year they may request an advance from the following year's educational leave. Where an employee has been granted an advance on the following years' educational leave they shall be obligated to pay back a prorated share of the advanced amount if they terminate their employment prior to December 31st of the year in which the educational leave would have been earned. This amount will be deducted from the employee's final paycheque.

(b) Professional days within the calendar year may be used singly or in a block. However, unused professional days shall not be banked or carried over into the next calendar year, except for use in conjunction with practicum leave. 10 days' professional development leave may be accrued for this purpose.

(c) Additional time may be granted upon approval of the board to be paid at straight-time and at times mutually agreed upon between the Employer and the employee.

(d) Each employee shall have an annual education allowance of \$300. The allowance may be used to pay or offset the cost of professional development activities in conjunction with this article.

Where educational costs for an employee are greater than \$300 in any one calendar year, they may request an advance from the following year's educational allowance. Where an employee has been granted an advance on the following years' educational allowance they shall be obligated to pay back a prorated share of the advanced amount if they terminate their employment prior to December 31st of the year in which the educational allowance would have been earned. This amount will be deducted from the employee's final paycheque.

An employee may also utilize the education allowance to pay the annual membership fee of the Early Childhood Educators Association of British Columbia.

19.10 Paternity Leave

Employees shall be entitled to two weeks' paternity leave with full pay.

19.11 Family Illness

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of three days' paid leave at any one time for this purpose. The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence may be developing.

19.12 Mental Health Leave

Three (3) days off with pay shall be granted per year. These days are not to be accumulated.

19.13 Medical and Dental Appointments

Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, time off for medical and dental appointments for employees or for dependents shall be permitted with pay and the time off shall be deducted from the employee's sick leave bank.

19.14 Caregiving Leave

An employee who is entitled to caregiving benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for up to 35 weeks to provide care for a critically ill or injured child and up to 15 weeks to provide care for a critically ill or injured adult.

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay for up to 27 weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks.

There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 26.

19.15 Gender Transition Leave

The Employer will grant an employee up to 8 weeks of leave with pay, from their accrued sick leave credits under Article 18, for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.

19.16 Pandemic Related Leaves

(a) *Unpaid Leave*

(1) in this section, "*eligible person*", with respect to an employee, means any of the following:

- (i) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian;
- (ii) a person who
 - a. is 19 years of age or older,
 - b. is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
 - c. is under the day-to-day care and control of the employee, who is the person's parent or former guardian;
- (iii) a prescribed person.

(2) An employee who requests leave under this section is entitled to unpaid leave for the period described in subsection (3) if, in relation to a pandemic declared by the Public Health Officer of BC, any of the following applies:

- (i) the employee has been diagnosed with a pandemic illness and is acting in accordance with
 - a. instructions or an order of a medical health officer, or
 - b. advice of a medical practitioner, nurse practitioner or registered nurse;
- (ii) the employee is in quarantine or self-isolation in accordance with
 - a. an order of the provincial health officer,
 - b. an order made under the *Quarantine Act* (Canada),
 - c. guidelines of the British Columbia Centre for Disease Control, or
 - d. guidelines of the Public Health Agency of Canada;
- (iii) the employer, due to the employer's concern about the employee's exposure to others, has directed the employee not to work;
- (iv) the employee is providing care to an eligible person, including because of the closure of a school or daycare or similar facility;
- (v) the employee is outside the province and cannot return to British Columbia because of travel or border restrictions;
- (vi) a prescribed situation exists relating to the employee.

(3) An employee is entitled to leave under this section for as long as a circumstance described in subsection (2) applies to the employee.

(4) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that a circumstance described in subsection (2) applies to the employee.

(5) An employer must not request, and an employee is not required to provide, a note from a medical practitioner, nurse practitioner or registered nurse for the purposes of subsection (4).

(6) For clarity, this entitlement to unpaid leave does not prevent an employee from opting to use an appropriate type of paid leave, if one exists, to cover the pandemic-related absence.

(b) *Paid Leave*

(1) Despite an employee being entitled under Pandemic Related Unpaid Leave, an employee who is on leave under section Pandemic Related Unpaid Leave clauses (a), (b) or (c) is entitled, on request under this clause, to paid leave for a period of that leave of up to 3 days.

(2) An employee is entitled to paid leave under this section of up to 3 days.

(c) *Pandemic Vaccination Leave*

(1) An employee who requests leave under this section is entitled to paid leave for the period described in subsection (2) to be vaccinated against a declared pandemic pathogen.

(2) An employee is entitled to leave under this section for up to 3 hours for each request for leave made under this section.

(3) An employer must not request, and an employee is not required to provide, a note from a medical practitioner, nurse practitioner or registered nurse for the purposes of a request for leave under this section.

19.17 Domestic Violence Leave

Employees shall be entitled to domestic violence leave in accordance with Article 31.5 of this agreement.

ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

Preamble

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

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

20.1 Maternity Leave

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

(b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.

(c) A request for shorter period under Article 20.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intends to return to work, and the employee

must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

(d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.

(f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

20.2 Parental Leave

(a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 20 (Maternity and Parental Leave),

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78 week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

20.3 Leave without Pay

All leave taken under Article 20 (Maternity and Parental Leave) is leave without pay.

20.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 20.1 (Maternity Leave) and 20.2 (Parental Leave) in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Article 20.1(f) (Maternity Leave) and/or 20.2(c) (Parental Leave).

20.5 Return from Leave

(a) On return from leave, an employee will be placed in their former position.

(b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 20.1 (Maternity Leave) or 20.2 (Parental Leave).

20.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premium.

20.7 Seniority Rights on Return to Work

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

(b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to Article 12.5 (Bridging of Service) and/or Article 20.9 (Extended Child Care Leave).

(c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

20.8 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 qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

20.9 Extended Child Care Leave

Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 (Maternity Leave) and 20.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

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

Upon return from extended child care leave, an employee will be placed in their former position.

20.10 Employment Insurance Top-Up

The Employer agrees to top up the EI Maternity Leave Benefit by 15% of the employee's salary, payable six months after the employee's return to work upon expiry of their leave.

The Employer agrees to top up the EI Maternity Leave Benefit by 15% of the employee's salary, payable six months after the employee's return to work upon expiry of their leave. Top-up is payable for a maximum of 17 weeks to employees who took leave under Article 20.1.

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

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

21.2 Working Environment

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

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

21.3 Safety Committee

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

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

21.4 Unsafe Work Conditions

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

21.5 Injury Pay Provision

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

21.6 Transportation of Accident Victims

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

21.7 Employee Check-in

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

21.8 First Aid Requirements

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

(b) Where the Employer requires an employee to perform first aid duties as a normal requirement of the job, the cost of renewing this certificate shall be borne by the Employer.

21.9 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a child with a communicable disease or parasitic infestation transmitted via the respiratory system, skin or bowels, or in the case whereas required by the Federal Health Department, Licensing or Health Authority, the Employer shall inform the employees about the inherent risk of the communicable disease or parasitic infection.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination shall be made available to all employees who may be at risk of contracting the disease at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of exposure in the workplace, they shall be entitled to leave without loss of pay for any scheduled shifts in the following 24-hour period to deal with personal matters arising from the exposure and shall be provided with an appropriate treatment.
- (e) The Employer shall, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

21.10 Workplace Aggression

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

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

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

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

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

21.11 General Transition Policy

The Union and Employer agree to the following general transition policy to cover transgender employees at work.

- (a) The Employer and the Union will make every effort to protect the privacy and safety of trans workers at all times, and during an accommodated transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee's name and gender change, and ensure that all workplace-related documents are also amended. This may include nametags, employee IDs, email addresses, organizational charts, health

care coverage and schedules and human resources documents. No records of the employee's previous name, sex, gender or transition will be maintained unless required by law.

(c) The Employer will provide safe washroom and change room facilities to all trans workers. The Employer and the Union recognizes that a trans worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or completed surgeries, or completed legal name or gender changes.

(d) Upon notification by an employee wishing to transition or in need of a gender support plan, or at the request of the union, the Employer will work with the union and the employee to tailor a transition or support plan to the employee's particular needs.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"*Technological change*" shall mean:

(a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business.

(b) A change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

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

22.2 Advance Notice

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

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

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

24.1 Job Postings

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards and union binders, within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position.

(b) The Employer shall not advertise outside the agency for any position until the end of seven calendar days' internal posting.

24.2 Information in Postings

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

24.3 Appointment Policy

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

24.4 Transfers

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

24.5 Trial Period

When a vacancy is filled by an existing employee, the employee shall be confirmed in the new job after a period of three 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.

24.6 Local Union Observer

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

24.7 Notification to Employee and Union

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

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

24.8 Right to Grieve

Where an employee feels that 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.

24.9 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.

24.10 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, shall be posted as per Article 24.1.
- (b) Casual employees may elect to maintain their 10.2% in lieu of vacation and statutory holidays for the duration of the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 26 - 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.

24.11 Interviews

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

24.12 Deemed Qualified

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

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

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

25.2 Rate of Pay

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

25.3 Substitution Pay

When an employee, at the request of their immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position for one full shift or more, they shall receive the rate for a job where a single rate is established. If a salary range is established, they shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the new salary range.

25.4 Pay on Temporary Assignment

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

25.5 Substitution Pay into an Excluded Position

When an employee, at the request of the Employer, substitutes in or performs the principal duties as defined in the job description of an excluded position for a period up to two consecutive shifts or more, they shall receive the minimum rate of the salary range which is the closest step to 8% above their current rate, whichever is greater, but not more than the top of the salary range. The Employee shall remain in the bargaining unit for the duration of the assignment.

25.6 Reclassification of Position

An employee shall not have their salary reduced by reason of a reclassification of their position that is caused other than by the employee themselves.

25.7 Vehicle Allowance

(a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees who are required to use their own vehicles in the performance of their duties.

(b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by their supervisor.

(c) Where an employee is required to use their automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance. The Employer shall pay the difference between the coverage for Pleasure/To and From Work and Business Use with \$3,000,000 Third Party Legal Liability upon proof of insurance as required by the Employer.

When an employee uses their car for day care business, they must first obtain approval from the Employer and shall then be paid 45¢ per kilometre.

(d) No employee shall be required to transport children in their own vehicle.

25.8 Rate of Pay on Reclassification

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of a position on a salary range, will receive the rate in the salary range which is the closest step to 8% above their previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

25.9 Classification Appeal Process

(a) Where an employee believes that their job has been improperly classified, they shall discuss his classification with their immediate supervisor. On request, the Employer will provide the employee with a written statement of the employee's current job duties.

(b) If the employee continues to believe that their classification is improper, they may initiate an appeal by filing a grievance directly at Step 3 of the grievance procedure as contained in Article 9. The written grievance must indicate which classification contained in the pay schedule of the current collective agreement the employee believes is the proper classification for the job.

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

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

26.1 Eligibility

Coverage for a regular employee under these Plans will commence on the first day of the month following the month in which the employee commenced employment as a regular employee.

Coverage under the provisions of these Plans will apply to regular full-time and regular part-time employee who are scheduled to work 15 regular hours or more per week.

26.2 Termination

Coverage under these Plans will terminate at the end of the month in which the employee's employment terminates except for Group Life Insurance, which shall terminate 31 days following the date of the employee's termination.

26.3 Definition of Spouse and Other Dependants

"*Spouse*" - includes husband, wife and common-law spouse.

"*Common-law spouse*" - means two people who have co-habited as spousal partners for a period of not less than six months.

"*Dependent child*" - for the purposes of benefits coverage, means unmarried children until the end of the month in which they attain the age of 19 years of age if they are mainly dependent on, and living with the custodial parent. Coverage may be extended to age 25 where the dependent child is a full-time student. Unmarried physically or mentally handicapped children will be covered to any age if they are mainly dependent on and living with the employee or their spouse.

"*Family*" - includes the employee's spouse as defined above and the employee's dependant(s) as defined above.

26.4 BC Medical Services Plan

The Employer shall pay 100% of the premium for MSP. Coverage shall be for eligible regular employees, their spouse, and dependants.

26.5 Dental Plan

The dental plan shall cover employees; their spouses and dependants. The plan shall permit dual coverage.

The Employer shall pay 100% of the premiums for dental care coverage for employees, their spouses and dependants.

The dental package shall cover 100% of the costs of the basic Plan A, 60% of Plan B \$1,250 per person yearly limit on A and B) and 50% of the costs of Plan C, orthodontics to a lifetime maximum of \$3,500 per patient. An employee is eligible for orthodontic services after 12 months participation in the plan.

26.6 Extended Health Plan

The Employer shall pay 100% of the premiums for extended health care coverage for employees, their spouse and dependants. The plan shall provide the following:

- \$25 per year deductible
- 80% reimbursement of eligible expenses up to \$1,000 per calendar year and 100% reimbursement of expenses over \$1,000 and out of country emergency expenses.
- No Pharmacare tie in
- Oral contraceptives
- Lifetime maximum of \$25,000 per person
- Limits of coverage as follows (per person per calendar year unless indicated otherwise):

Acupuncture	\$200
Chiropractor	\$500
Hearing Aids	\$400 per 60 months
Massage Therapist.....	\$750
Naturopath	\$200
Physiotherapist.....	\$750
Podiatrist	\$200
Psychologist.....	\$500
Speech Therapist	\$100
Vision Care.....	\$275 per 24 months (adults) \$275 per 12 months (child)

26.7 Group Life and Accidental Death and Dismemberment

- (a) The Employer shall provide a group life insurance plan.
- (b) The plan shall provide basic life insurance in the amount of 2x annual earnings rounded to the next higher \$1,000, maximum benefit of \$200,000. Coverage will reduce by 50% for ages 65-69, and terminate at age 70.
- (c) The Employer shall pay 100% of the premium for Group Life and Accidental Death and Dismemberment coverage for employees.

26.8 Employees' Assistance Program

The Employer agrees to provide an Employees' Assistance Program (EAP) for employees and members of their immediate families with whom the employee normally resides.

26.9 Registered Retirement Savings Plan

The Employer agrees to implement a group RRSP effective April 1, 2011.

The Employer shall match the contributions made by each regular employee (after completion of the probationary period) to a maximum 2.75% of straight-time wages in each pay period.

Employees may make voluntary contributions over and above the basic contributions of the Employer.

All contributions are held in an account registered to the individual employee. The employee identifies the Funds in which the monies will be invested and investment selections may be changed from time-to-time in accordance with the terms of the plan.

ARTICLE 27 - GENERAL CONDITIONS**27.1 Supply and Maintenance of Equipment**

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

27.2 Indemnity

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

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

27.3 Copies of Agreement

- (a) 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.
- (b) The cover of the agreement shall read as follows:

AGREEMENT
between the
POOH CORNER DAY CARE CENTRE SOCIETY
and the
B.C. GENERAL EMPLOYEES' UNION

27.4 Personal Duties

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

27.5 Client Confidentiality

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

27.6 Administration of Medication

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

27.7 Staff Confidentiality

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

27.8 Co-op, Practicum and Work Experience Students

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

27.9 Job Descriptions

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

27.10 Required Certificates

Where the Employer requires an employee to be qualified to perform first aid duties, or to hold certificates or licences, the cost of renewing the required certificate(s) 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 28 - HARASSMENT

28.1 Harassment in the Workplace

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

28.2 Personal and Psychological Harassment Definition

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
- (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
 - (3) is seriously inappropriate and serves no legitimate work-related purpose.
- (b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

28.3 Sexual Harassment Definition

(a) Sexual harassment includes 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.

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

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

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

28.4 Harassment Complaints

(a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(c) The complainant and the respondent if they are a member of the Union) have the right to union representation.

(d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.

(e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.

(f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

28.5 Harassment Complaints Procedure

(a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.

(b) A complaint must be submitted through the Union and/or directly to the Executive Director or designate. When the Executive Director has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.

- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 28 (Harassment), and the remedy sought.
- (d) The Executive Director or designate will investigate the complaint and will complete their report in writing within 30 days.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.
- (i) If the respondent is the employer designate (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:
- (1) The complainant will contact the Union.
 - (2) As soon as possible but within 30 days the Union will notify the Executive Director and Parent Board. Clause 28.5(a) and (c) apply to the notice. Within 14 days of receiving the notice the Executive Director will identify to the Union who will serve as the representative of the Employer in respect of the complaint.
 - (3) The employer representative and the Union will appoint either Irene Holden or Corinn Bell to resolve the complaint (The person appointed is referred to below as "*the Appointee*".)
 - (4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report, or conducting an expedited arbitration. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the Parent Board and the Union. The report and recommendations will remain confidential, except for distribution to Parent Board, the Union, the complainant and the respondent. The Appointee may stipulate conditions they deems appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.
 - (5) The Appointee's fees and expenses will be shared by the Employer and the Union.
- (j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

28.6 Arbitrator

- (a) Where either party to the proceeding is not satisfied with the Executive Director's response under 28.5(d) above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under 28.5(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
 - (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
 - (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of Executive Director or the Arbitrator.
- (c) The Arbitrator chosen will be the Arbitrator from the list in Appendix B that has the earliest available date that is at least 14 days after the date of referral.

28.7 Anti-Bullying

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
- (1) Intimidates, shows hostility, threatens and offends others;
 - (2) Interferes with a worker's performance;
 - (3) Otherwise adversely affects others.
- (c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the Executive Director or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (d) Immediate defusing, debriefing where deemed appropriate will be made available to employees, by qualified practitioners, at no cost to the affected employee.
- (e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.
- (f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

ARTICLE 29 - CRIMINAL RECORDS CHECKS

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC. The cost for renewal of the Criminal Records Check for existing employees will be borne by the Employer.

ARTICLE 30 - CASUALS**30.1 Employment Status**

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Article 14.9 – Additional Hours for Part-Time Employees, have not requested topped up hours. These periods shall not exceed three 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 WCB, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.
- (d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority.

30.3 Call-in Procedures

Qualified casual employees shall be called in order of seniority.

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;
 - (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 Article 19.1 without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

30.5 Vacation and Paid Holiday Pay for Casual Employees

Casual employees shall be paid 10.2% of their gross earnings in lieu of scheduled vacations and paid holidays.

30.6 Application of Agreement

Except as otherwise noted, the provisions of Articles 12, 13, 14, 15, 16, 17, 18 (except 18.6 which does apply to casual employees), 19, 20, 22, and 26 do not apply to casual employees.

ARTICLE 31 - DOMESTIC VIOLENCE

31.1 Definitions

“domestic violence” means:

- (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
- (b) a threat or attempt to do an act described in (a) above.

“intimate partner” includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

“sexual violence” means any conduct of a sexual nature or act targeting an individual’s sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual’s consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

31.2 Exception to Entitlements

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

31.3 Place of Work Accommodation

If an employee or the employee’s child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer shall accommodate the employee’s need unless it would cause the Employer undue hardship.

31.4 Hours of Work Accommodation

If an employee or the employee’s child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer shall accommodate the employee’s need unless it would cause the Employer undue hardship.

31.5 Domestic Violence Leave

- (a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee’s child experienced domestic violence or sexual violence.

- (b) An employee is only entitled to a leave of absence under Clause 31.5 (a) if the employee uses the leave of absence for one or more of the following purposes:
- (1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or
 - (2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, transition house, sexual assault centre or other social services program or community agency; or
 - (3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or
 - (4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or
 - (5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.
- (c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.
- (d) The first 15 days of leave taken under Article 31.5 (Domestic Violence Leave) is paid leave. Leave taken under Article 31.5 (Domestic Violence Leave) beyond 15 days is unpaid.
- (e) If the employee is a casual employee, the employee's daily hours for each day in Clause 19.17 (Domestic Violence Leave) shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.
- (f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This agreement shall be binding and remain in effect until midnight, March 31, 2024.

32.2 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, 2023, but in any event not later than midnight, December 31, 2023.
- (b) Where no notice is given by either party prior to December 31, 2023, both parties shall be deemed to have been given notice under this article on December 31, 2023.
- (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.

32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 32.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

32.4 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.

32.5 Effective Date of Agreement

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

32.6 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:

DocuSigned by:

 6B01B367B8FF46D...

Stephanie Smith
President

DocuSigned by:


 4DE76A8E0D35466

Ani Gugasyan
Bargaining Committee Member

DocuSigned by:

 048EFD0BA55B4E7...

Helena Upham
Bargaining Committee Member

DocuSigned by:

 D639BBEACE0A41F...

Alix Born
Staff Representative

SIGNED ON BEHALF OF THE EMPLOYER:

DocuSigned by:

 08411A8F8B37409...

Alice Ang
Board Member

DocuSigned by:

 4C1533DC384B4EF...

Ashley Hooper
Board Member

Date: April 17, 2023

APPENDIX A

Classification	Step	Current	3% Wage Rate \$ per/hr to be effective October 1, 2022	3% Wage Rate \$ per/hr to be effective April 1, 2023
Lead Hand	<i>Entry - 6 months</i>	\$26.42	\$27.21	\$28.03
-	<i>Entry - 6 - 18 months</i>	\$27.24	\$28.06	\$28.90
-	<i>18 - 30 months</i>	\$28.06	\$28.90	\$29.77
-	<i>30 + months</i>	\$28.88	\$29.75	\$30.64
Supervisor		\$35.00	\$36.05	\$37.13
Teacher	<i>Entry - 6 months</i>	\$24.96	\$25.71	\$26.48
	<i>Entry - 6 - 18 months</i>	\$25.71	\$26.48	\$27.28
	<i>18 - 30 months</i>	\$26.49	\$27.28	\$28.10
	<i>30 + months</i>	\$27.44	\$28.26	\$29.11
Casual	<i>N/A</i>	\$20.90	\$21.53	\$22.17

On the second day of absence of a Supervisor, the most senior Teacher will perform the duties of and be paid at the rate of the Lead Hand until the return of a Supervisor.

Retroactive pay for all employees from October 1, 2022.

APPENDIX B
List of Arbitrators

The following arbitrators are to be chosen as per their availability as referenced in Articles 28.6 (c)

Julie Nichols
Joan Gordon
Chris Sullivan