

COLLECTIVE AGREEMENT

between the

BURNABY CHILDREN'S CENTRES SOCIETY

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from April 1, 2023 to March 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE1

 1.1 Purpose of Agreement..... 1

 1.2 Future Legislation 1

 1.3 No Discrimination 1

 1.4 Use of Terms 1

ARTICLE 2 - DEFINITION OF EMPLOYEES.....1

 2.1 Employee Defined..... 1

ARTICLE 3 - UNION RECOGNITION AND RIGHTS2

 3.1 Bargaining Unit Defined..... 2

 3.2 Bargaining Agent Recognition 2

 3.3 Correspondence..... 2

 3.4 No Other Agreement 2

 3.5 No Discrimination for Union Activity 2

 3.6 Recognition and Rights of Stewards 2

 3.7 Bulletin Boards 3

 3.8 Union Insignia 3

 3.9 Right to Refuse to Cross Picket Lines 3

 3.10 Time Off for Union Business..... 3

 3.11 Emergency Services 4

 3.12 Labour Relations Code..... 4

ARTICLE 4 - UNION SECURITY.....4

ARTICLE 5 - CHECK-OFF OF UNION DUES4

ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES5

ARTICLE 7 - MANAGEMENT RIGHTS5

ARTICLE 8 - EMPLOYER-UNION RELATIONS.....5

 8.1 Representation 5

 8.2 Union Bargaining Committee 5

 8.3 Union Representatives 6

 8.4 Labour/Management Committee..... 6

 8.5 Technical Information..... 6

 8.6 Union Meetings..... 6

ARTICLE 9 - GRIEVANCES7

 9.1 Grievance Procedure 7

 9.2 Step 1..... 7

 9.3 Time Limits to Present Initial Grievance 7

 9.4 Step 2..... 7

 9.5 Time Limits to Reply to Step 2..... 7

 9.6 Step 3..... 8

 9.7 Time Limit to Reply at Step 3..... 8

 9.8 Failure to Act 8

 9.9 Time Limit to Submit to Arbitration 8

 9.10 Amending of Time Limits..... 8

 9.11 Dismissal or Suspension Grievances 8

 9.12 Deviation from Grievance Procedure 8

9.13	Policy Grievance.....	9
9.14	Technical Objections to Grievances	9
ARTICLE 10 - ARBITRATION		9
10.1	Notification	9
10.2	Appointment of Arbitrator	9
10.3	Board Procedure	9
10.4	Decision of Arbitrator	9
10.5	Disagreement on Decision.....	10
10.6	Expenses of Arbitrator	10
10.7	Amending Time Limits	10
10.8	Witnesses	10
10.9	Expedited Arbitration	10
ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE		11
11.1	Dismissal and Suspension.....	11
11.2	Burden of Proof.....	11
11.3	Right to Grieve Other Disciplinary Action	11
11.4	Performance Review.....	11
11.5	Personnel File.....	12
11.6	Right to Have Union Representative Present	12
11.7	Abandonment of Position	12
11.8	Probation for Newly Hired Employees.....	12
11.9	Employee Investigation	13
ARTICLE 12 - SENIORITY		13
12.1	Seniority Defined	13
12.2	Seniority List.....	13
12.3	Loss of Seniority.....	13
12.4	Re-Employment	14
12.5	Bridging of Service	14
12.6	Seniority for Change in Status	14
ARTICLE 13 - LAYOFF AND RECALL.....		14
13.1	Definition of Layoff	14
13.2	Pre-Layoff Canvass.....	14
13.3	Layoff.....	15
13.4	Recall	15
13.5	Reduction in Hours	16
13.6	Advance Notice	16
13.7	Grievance on Layoffs and Recalls.....	16
13.8	Worksite Closure.....	16
ARTICLE 14 - HOURS OF WORK		16
14.1	Definition.....	16
14.2	Hours of Work.....	16
14.3	Work Schedules	17
14.4	Rest Periods and Meal Periods.....	17
14.5	Minimum Hours.....	17
14.6	Split Shifts.....	17
14.7	Notice of New Shift Schedules	17
14.8	Job Sharing	18

14.9	Additional Hours for Part-Time Employees	18
14.10	Parent/Board Meetings	19
14.11	Flexitime.....	19
ARTICLE 15 - OVERTIME.....		20
15.1	Definition.....	20
15.2	Authorization and Application of Overtime.....	20
15.3	Overtime Entitlement.....	20
15.4	Recording of Overtime	20
15.5	Sharing of Overtime.....	20
15.6	Overtime Compensation	20
15.7	Right to Refuse Overtime	21
15.8	Overtime for Part-Time Employees.....	21
15.9	Callback Provisions.....	21
15.10	No Layoff to Compensate for Overtime.....	21
ARTICLE 16 - HOLIDAYS.....		21
16.1	Paid Holiday	21
16.2	Holiday Falling on Saturday or Sunday.....	21
16.3	Holiday Falling on a Day of Rest	22
16.4	Holiday Falling on a Workday	22
16.5	Holiday Coinciding with a Day of Vacation	22
16.6	Paid Holiday Pay.....	22
16.7	Other Religious Observances	22
ARTICLE 17 - VACATION.....		22
17.1	Calendar Year	22
17.2	Vacation for the First Incomplete Year	22
17.3	Vacation Entitlement.....	23
17.4	Vacation Preference	23
17.5	Vacation Scheduling.....	23
17.6	Carryover of Vacation.....	24
17.7	Approved Leave of Absence with Pay During Vacation	24
17.8	Termination of Employment	24
17.9	Vacation Credits upon Death	24
17.10	Vacation Paycheques.....	24
17.11	Banked Vacation	25
17.12	Vacation Payout.....	25
ARTICLE 18 - SICK LEAVE		25
18.1	Sick Leave Entitlement.....	25
18.2	Employee to Inform Employer	25
18.3	Medical Confirmation	25
18.4	Sick Leave Records	26
18.5	Medical and Dental Appointments	26
18.6	Workers' Compensation Board Claim	26
ARTICLE 19 - SPECIAL AND OTHER LEAVES		26
19.1	Bereavement Leave	26
19.2	Special Leave	26
19.3	Full-Time Union or Public Duties.....	26
19.4	Leave for Court Appearances	27

19.5	Leave for Taking Courses	27
19.6	General Leave	27
19.7	Christmas closure.....	28
19.8	Elections	28
19.9	Official Closure	28
19.10	Critical Illness or Injury Leave and Compassionate Care Leave	28
ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE		28
20.1	Definitions	28
20.2	Pregnancy Leave	29
20.3	Parental Leave for Birth and Adopting Parents	29
20.4	Aggregate Leave.....	29
20.5	Return from Leave	30
20.6	Benefit Plan	30
20.7	Sick Leave	30
20.8	Vacation	30
20.9	Extended Child Care Leave	30
20.10	Seniority Rights on Reinstatement.....	31
ARTICLE 21 - SAFETY AND HEALTH		31
21.1	Conditions	31
21.2	Working Environment.....	31
21.3	Safety Committee	31
21.4	Unsafe Work Conditions.....	31
21.5	Injury Pay Provision	31
21.6	Transportation of Accident Victims.....	31
21.7	Employee Check-in	31
21.8	First Aid Requirements	32
21.9	Communicable Disease and Parasitic Infestations	32
21.10	Workplace Aggression	32
ARTICLE 22 - TECHNOLOGICAL CHANGE		33
22.1	Definition.....	33
22.2	Advance Notice	33
ARTICLE 23 - CONTRACTING OUT.....		33
ARTICLE 24 - VOLUNTEERS.....		33
ARTICLE 25 - HIRING, PROMOTIONS AND STAFF CHANGES		33
25.1	Job Postings.....	33
25.2	Information in Postings	34
25.3	Appointment Policy	34
25.4	Transfers.....	34
25.5	Trial Period	34
25.6	Local Union Observer	34
25.7	Notification to Employee and Union.....	34
25.8	Right to Grieve	34
25.9	Vacation Letters.....	35
25.10	Temporary Vacancies	35
25.11	Interviews.....	35
25.12	Deemed Qualified	35

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....	35
26.1 Equal Pay	35
26.2 Rate of Pay	35
26.3 Substitution Pay	35
26.4 Pay on Temporary Assignment	36
26.5 After Hours Phone	36
26.6 Reclassification of Position	36
26.7 Vehicle Allowance	36
26.8 Rate of Pay on Reclassification	36
26.9 Classification Appeal Process	37
26.10 Paydays.....	37
ARTICLE 27 - HEALTH AND WELFARE BENEFITS	37
27.1 Eligibility	37
27.2 Termination.....	37
27.3 BC Medical	37
27.4 Dental Plan	37
27.5 Extended Health Plan	38
27.6 Change in Benefits Carrier	38
27.7 Group Life and Accidental Death and Dismemberment	38
27.8 Employee and Family Assistance Program	38
ARTICLE 28 - GENERAL CONDITIONS	38
28.1 Damage to Personal Property	38
28.2 Supply and Maintenance of Equipment	38
28.3 Indemnity	39
28.4 Copies of Agreement	39
28.5 Personal Duties	39
28.6 Client Confidentiality	39
28.7 Administration of Medication	39
28.8 Staff Confidentiality	39
28.9 Co-op, Practicum and Work Experience Students.....	40
28.10 Job Descriptions	40
28.11 Employee Workload	40
ARTICLE 29 - HARASSMENT	40
29.1 Discrimination and Harassment	40
29.2 Sexual Harassment	40
29.3 Personal Harassment.....	41
29.4 Bullying	41
28.5 Harassment Complaint Procedures	42
ARTICLE 30 - DOMESTIC ABUSE.....	43
30.1 Definitions	43
30.2 Exception to Entitlements	43
30.3 Place of Work Accommodation.....	43
30.4 Hours of Work Accommodation	43
30.5 Domestic Violence Leave.....	43
ARTICLE 31 - TRANS-INCLUSION.....	44
31.1 General Transition Policy.....	44
31.2 Group Benefit Plan.....	45

31.3	Transition Leave.....	45
ARTICLE 32 - CRIMINAL RECORDS CHECKS		45
ARTICLE 33 - CASUALS		45
33.1	Employment Status.....	45
33.2	Seniority	45
33.3	Call-in Procedures	46
33.4	Availability	46
33.5	Casual Holidays and Vacation.....	46
33.6	Leaves of Absence.....	46
33.7	Sick Leave for Casuals	46
33.8	Application of Agreement	47
ARTICLE 34 - STAFF TRAINING AND PROFESSIONAL DEVELOPMENT.....		47
34.1	Professional Development Day	47
ARTICLE 35 - TERM OF AGREEMENT.....		47
35.1	Duration	47
35.2	Notice to Bargain	47
35.3	Commencement of Bargaining.....	48
35.4	Changes in Agreement	48
35.5	Effective Date of Agreement	48
35.6	Agreement to Continue in Force.....	48
APPENDIX A - Wage Rates		49
APPENDIX B - Benefit Summary.....		50
MEMORANDUM OF AGREEMENT 1 - Early Childhood Wage and/or Benefits Enhancements		50
MEMORANDUM OF UNDERSTANDING 1 - Wage Reopener		51

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, Burnaby Children's Centres' Society (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 will remain in effect for the term of the agreement, and the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If agreement is not reached, the matter will 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 will be no discrimination with respect to an employee's employment by reason of Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, gender identity or expression, or criminal or summary conviction that is unrelated to the employment of that person.

1.4 Use of Terms

(a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever a gender is used it will be construed as meaning any other gender if the facts or context so require.

(b) *Singular and Plural*

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

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.1 Employee Defined

(a) *Full-Time Employees*

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

(b) *Part-Time Employees*

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

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

The Employer recognizes the 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 will 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 clause in this agreement will be forwarded to the President of the Union or their designate.

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

3.4 No Other Agreement

No employee covered by this agreement will 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 will 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 will make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or their alternate, will obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming their normal duties, the steward will notify their supervisor.

The duties of stewards will include:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;

- (d) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by the Employer.

3.7 Bulletin Boards

The Employer will 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 will be restricted to the business affairs of the Union.

3.8 Union Insignia

A union member will 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 will be surrendered upon demand.

3.9 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement will 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 will be considered to be absent without pay.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business will not be considered a violation of this agreement nor will it be grounds for disciplinary action.
- (c) Any employee encountering a picket line, while carrying out their duties, will immediately contact the Employer.

3.10 Time Off for Union Business

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

- (a) *Without Pay*
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body; or
 - (5) leave for negotiations with the Employer;
 - (6) to stewards to maintain all bulletin boards and binders;
 - (7) leave for union observer.
- (b) *Without Loss of Pay*
 - (1) to stewards, or their alternatives, to perform their duties pursuant to Clause 3.6;
 - (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;

(c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of this (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this clause will 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 will, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification will, 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 will 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 will, 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 will 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 will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted.
- (d) All deductions will be remitted to the President of the Union before the 15th calendar day of each month following the date of deduction and the Employer will also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the clause, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised will 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 will be the amount deducted.

- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union will be permitted to have membership dues or other monies deducted by the Employer from the pay of the employee in the bargaining unit.
- (g) The Employer will supply each employee, either electronically or hardcopy, 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 will be provided to the employee prior to March 1st of the succeeding year. The employee may request hardcopy.
- (h) An employee will, 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.
- (i) The Employer will provide to the Union as needed a report of employees who have ceased employment and the Record of Employment (ROE) Code used in the ROE form for each of those employees.

ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the clauses dealing with Union Security and Dues Check-off. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 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 at a time that does not interfere with maintaining the staff/child ratio.

ARTICLE 7 - MANAGEMENT RIGHTS

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

Subject to the above, all employees will be governed by all policies, procedures and guidelines as adopted by the Employer and published to employees. The Employer will provide copies of all policies, procedures and guidelines to new employees upon hire.

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

No employee or group of employees will undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union will supply the Employer with the names of its officers and similarly the Employer will 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 will be appointed by the Union and will 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 will 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 will notify the excluded designated supervisory official in advance of their intention and their purpose for entering and will 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 will 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 will be two union representatives and two employer representatives, and the maximum size will 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 will set guidelines and operating procedures for such committees.

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

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

(c) The Committee will not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Union or the Employer, and will not supersede the activities of any other committee of the Union or of the Employer, and will 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 will 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 will 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.

8.6 Union Meetings

The Union is entitled to conduct up to four one-hour meetings per year at the Employer's place of business. The Union agrees to provide the Employer with four weeks' notice of the meetings. Such meetings are permitted during work hours, provided there is no interruption to regular operations, and are without loss of pay for employees to attend.

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, will be resolved in accordance with the following procedures.

9.2 Step 1

In the first step of the grievance procedure, every effort will be made to settle the dispute with the immediate supervisor. The aggrieved employee will 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 will not, where possible, act as a steward in respect of their own grievance but will submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4, must do so 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 Clause 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 clause or clauses 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 will:
 - (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 will 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 will 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 will 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 will 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, must submit the dispute to arbitration within:

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

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

9.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it will be deemed to be presented on the day on which it is postmarked and it will 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 will 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 clause, the grievance will 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 a clause of this agreement, the dispute will 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 will 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 will 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

- (a) When a party has requested that a grievance be submitted to arbitration, and either party has requested that a hearing date be set, the parties will assign an arbitrator by mutual agreement and set a date for the hearing by mutual agreement.
- (b) If the parties cannot agree to an arbitrator within seven days, either party may apply to the Labour Relations Board for the appointment of an arbitrator.

10.3 Board Procedure

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

10.4 Decision of Arbitrator

The decision of the Arbitrator will be final, binding and enforceable on the parties. The Arbitrator will have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which they deem just and equitable. However, the Arbitrator will 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 will make every effort to provide written clarification within seven days of receipt of the application.

10.6 Expenses of Arbitrator

Each party will 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 shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(b) All grievances will 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 will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.

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

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

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

- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.3.
- (h) The parties will 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 will 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 will be in writing and will set forth the reasons for dismissal or suspension; when an employee is dismissed or suspended, they will 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 will be considered a dismissal under Clause 11.1 above as soon as it exceeds 20 days and any grievance already filed will be considered henceforth as dismissal grievance.

11.2 Burden of Proof

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

11.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee, will include written censures, letters of reprimand and adverse reports.
- (b) An employee will be given a copy of any document, report, incident or notation placed on the employee's file that might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in their file, they will be entitled to recourse through the grievance procedure and the eventual resolution thereof will become part of their personnel record.
- (d) Upon the employee's written request to the Program Manager or designate, any such document, other than official evaluation reports, will be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been any further infraction. The period of 18 months is extended by the length of time an employee is absent from work, excluding annual vacation.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.4 Performance Review

Where a performance review of an employee's performance is carried out, the employee will be given sufficient opportunity after the interview to read and review the performance review. Provision will be made on the performance review form for an employee to sign it. The form will 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 will 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 will, upon request, receive a copy of this performance review at the time of signing. An employee's performance review will not be changed after an employee has signed it, without the knowledge of the employee, and any such changes will 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, will be entitled to review an employee's personnel file, exclusive of employee references. The file will 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, will 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 will 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 will make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause will not apply to those discussions that are of an operational nature.
- (b) A steward will 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 will 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 will not be considered a dismissal for the purpose of Clause 11.1 of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for supervisory and professional employees registered by a recognized association, will be six months worked. The probationary period for all other employees will 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 will 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 will have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

(a) Seniority for all regular employees will be based on straight-time hours worked, including all straight-time hours worked prior to the certification of the Union.

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

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;
- (4) hire date.

(b) The regular seniority list will 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 will not accrue seniority when on leave of absence without pay for leave periods over 30 days' duration. An employee will 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 will lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.5, they voluntarily terminates 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 fails 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, will be granted a leave of absence without pay covering those days absent and will 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 will be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. All the following conditions apply:

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

12.6 Seniority for Change in Status

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

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

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

13.2 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees under Clause 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 will increase in proportion to length of seniority. Therefore, in the event of a layoff, the following will apply:

- (a) employees will 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 will 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 will have the option of displacing the least senior full-time employee or the least senior part-time employee.
A part-time employee will 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 less than the employee's current rate;
 - (3) The above process will also apply to those employees displaced as a result of bumping;
- (d) displacements will 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 will 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 will be sent by certified mail. Employees must accept recall within five days of receipt of the certified mail.
- (b) The recall period will be one year.
- (c) New employees will 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 will 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 will have the right to choose layoff as per Clause 13.3.
- (c) Any regular employee offered a reduction of hours will be given two weeks' notice of the reduction.

13.6 Advance Notice

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

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

13.7 Grievance on Layoffs and Recalls

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

13.8 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 will apply:

- (a) Those employees who are offered positions will not have access to Article 13 of this collective agreement.
- (b) Employees who accept a position and are placed in a lower classification will not have their salary reduced for a period of three months.
- (c) If the downward classification lasts longer than three months, no employee will suffer more than 10% reduction in their basic pay.
- (d) An employee who is classified downward as per (c) above will 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.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

For the purpose of this clause, "*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

The full-time hours of work, exclusive of meal periods, will 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 will not be required to work in excess of five consecutive shifts without receiving two consecutive days off.

14.4 Rest Periods and Meal Periods

- (a) All employees will 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.
- (b) Employees working a shift of four hours, but not more than six hours, will receive one rest period during such a shift provided the staff to child ratio can be maintained.
- (c) Rest periods will be taken without loss of pay to the employee.
- (d) The unpaid meal period will be scheduled as closely as possible to the middle of the workday. The length of the meal period will be 30 minutes.
- (e) It is understood that meal and rest periods may be combined subject to operational requirements.

14.5 Minimum Hours

- (a) Where a casual employee is called to work but is informed on arrival at the 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) Clause 14.5(a) does not apply to school students reporting for work on a school day in which event the student will receive payment for the hours worked with a minimum of two hours' pay in any one day.

14.6 Split Shifts

There will be no regularly scheduled split shifts without the agreement of the Union. Such agreement will be in writing.

14.7 Notice of New Shift Schedules

- (a) Shift schedules will be posted at least 14 days in advance of the starting day of a new schedule.
- (b) Notwithstanding (a) above, the Employer may change an employee's shift schedule for operational purposes arising from unforeseen circumstances. The Employer shall make reasonable efforts to obtain mutual agreement with the employee prior to any such change. Such changes will be limited to one day in duration.
- (c) Only in cases of emergency may the Employer change an employee's shift schedule without first attempting to obtain the agreement of the employee.
- (d) The parties agree that it is preferable to minimize disruptions to other employees in the event of a shift schedule change. Therefore, where a shift schedule change is required in accordance with this

article, the Employer agrees that they will first make reasonable efforts to obtain mutual agreement for such change with an employee with an adjoining shift before asking other employees.

14.8 Job Sharing

Employees may request job sharing a regular full-time position. Such job sharing will be with the prior approval of, and will not result in added cost to, the Employer.

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

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

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

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

(2) The position being shared will remain a regular full-time position within the bargaining unit.

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

(e) 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 Agreement are junior to the person exercising their rights under Article 13, then the senior employee will 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 will replace the junior employee.

(3) Where an employee covered by this memorandum of understanding has been displaced pursuant to Article 13 of the collective agreement, they will have the full rights as provided for under Article 13.

(f) Seniority for each job sharing partner will continue based on hours worked.

14.9 Additional Hours for Part-Time Employees

(a) The Employer will assign known work to part-time and casual employees consistent with the collective agreement and post those assignments 14 days in advance of the assignment commencing.

(b) Any errors or omissions in the posted assignments must be brought to the scheduler's attention. Failing resolution, the affected employee must bring the error/omission to a Program Manager's attention a minimum of two working days prior to the commencement of the assignment.

- (c) Regular part-time employees will be offered any additional hours available in the child care centre before casuals, provided the additional hours do not result in overtime.
- (d) Assignment of additional hours will mean the process used when additional hours become available to be offered to staff.
- (e) For the purposes of call-in for additional hours only, buildings are "*Hanna Court*" and "*Taylor Park*", and the rooms are:
- Taylor Park 3 - 5;
 - Taylor Park Toddler;
 - Hanna Court 3 - 5;
 - Hanna Court Infant Toddler.
- (f) Additional hours will be offered to staff in the following order:
- (1) Regular part-time staff within the room they are working in;
 - (2) Regular part-time staff from other rooms in either building;
 - (3) Casual staff filling posted temporary part-time positions;
 - (4) Before a shift schedule is posted under Clause 14.7, casual staff already scheduled to work if they are scheduled for a shift that is shorter than the available shift;
 - (5) Short-term casual staff on the seniority list who are not already scheduled to work;
 - (6) Casual staff who have worked less than 30 days.
- (g) Additional hours for permanent employees will be shared equitably at each step.
- (h) Casual employees will be called in accordance with Clause 33.3.

14.10 Parent/Board Meetings

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

14.11 Flextime

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees, who are given authority by the Employer to:
- (1) choose their starting and finishing times; and
 - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required hours of work in accordance with this agreement, through a specified averaging period.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven and one-half 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 will be the maximum number of hours for the program per two-week period.
- (d) The workday for those employees on flextime will not exceed 10 hours.

ARTICLE 15 - OVERTIME

15.1 Definition

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

15.2 Authorization and Application of Overtime

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

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

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 will be compensated in 15-minute increments; however, employees will not be entitled to any compensation for overtime of less than five minutes per day.

15.4 Recording of Overtime

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

15.5 Sharing of Overtime

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

15.6 Overtime Compensation

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

15.7 Right to Refuse Overtime

All employees will 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 will 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, will 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, will 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 will apply to hours worked in excess of (a) and (b) above.

15.9 Callback Provisions

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

15.10 No Layoff to Compensate for Overtime

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

ARTICLE 16 - HOLIDAYS**16.1 Paid Holiday**

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

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

- (b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working will also be a paid holiday.
- (c) The Employer will give each employee their birthday off as a paid day. This must be taken on their actual birthday. In the event their birthday falls on a weekend or a statutory holiday, the birthday day off will be scheduled in the preceding or following week, in consultation with the Employer. This day will not be banked or taken at another time without Employer approval.

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 will

be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), will 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 will 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 will 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 will 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 will 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 will receive the higher pay.

16.7 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to four days' leave without pay per calendar year to observe traditional celebrations or spiritual or holy days. Such leave will 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 will 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 will mean the 12-month period from January 1st to December 31st, inclusive.

17.2 Vacation for the First Incomplete Year

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

17.3 Vacation Entitlement

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

	No. of Years of Continuous Service	Working Days' Vacation	Percentage of Straight-Time Pay
a)	1	15	6.0%
b)	2	16	6.4%
c)	3	17	6.8%
d)	4	18	7.2%
e)	5	19	7.6%
f)	6	20	8.0%
g)	25	25	10.0%

In the 10th year and 20th year of continuous service an employee will be entitled to a bonus of five days' vacation for that year. Employees with 25 years of service or more will be entitled to a total of 25 working days' vacation per year.

Part-time employees will receive the above-noted percentage of their straight-time pay including any additional hours worked up to full-time hours. The working days of vacation will be prorated based on their part-time and any additional hours up to the full-time entitlement.

17.4 Vacation Preference

- (a) Preferences in the selection and allocation of vacation time will be determined on the basis of seniority within each room.
- (b) An employee will be entitled to receive their vacation in an unbroken period.
- (c) Employees wishing to split their vacation will exercise seniority rights in the employee's first choice of a vacation period. Seniority will prevail in the second vacation period, but only after all "*first choice*" vacation periods have been posted. Seniority will also prevail in further choices in the same manner.

17.5 Vacation Scheduling

- (a) Employees will submit their vacation requests to the supervisor on or before:
 - (1) September 15th for the period of January 1st to June 30th
 - (2) March 15th for the period of July 1st to December 31st
- (b) Once every five years an employee may request to pre-book their entire vacation entitlement for the following year in one block. Requests made under this clause must be submitted in writing to a Program Manager no later than September 15th.
- (c) At each deadline above, employees will submit their vacation choices in order of preference within the scheduling period.
- (d) If an employee's choice overlaps a more senior employee's choice, the employee's choice may be amended, by mutual agreement in order to allow for approval. Priority will be given to vacations that are at least four days or more in duration.
- (e) The Program Managers will approve the vacation schedules in writing within two weeks of the closing dates for vacation requests.

- (f) An employee who does not exercise their seniority rights within two weeks of receiving the vacation schedule, will not be entitled to exercise their seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- (g) 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 will be made to grant vacation at the time of the employee's choice.
- (h) Vacation schedules, once approved by the Employer, will not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (i) An employee transferred by the Employer will maintain their vacation period and no other employee's vacation time will be affected thereby.

17.6 Carryover of Vacation

- (a) A regular employee may carry over up to five days' vacation leave per year except that such vacation carryover will not exceed 10 working days at any time. An employee will not receive pay in lieu of vacation time, except upon retirement or termination. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.
- (b) A single vacation period, which overlaps the end of the vacation year, will be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of vacation year will not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

17.7 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 will be no deduction from the vacation credits for such leave. In the case of sick leave, this clause will 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 will 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.

17.8 Termination of Employment

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

Should the terminating employee have used more of their vacation credit than entitled, they will have the difference deducted from their final paycheque.

17.9 Vacation Credits upon Death

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

17.10 Vacation Paycheques

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

17.11 Banked Vacation

- (a) 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.
- (b) An employee wishing to bank their vacation under this clause must submit their written request by December 15th of the year preceding the year in which the "banking" will occur.
- (c) It is understood that no more than one employee from each program will be allowed to access this clause each year.
- (d) Scheduling of the vacation will be in accordance with Clause 17.4 Vacation Scheduling.

17.12 Vacation Payout

Where an employee requests in writing to have a specific number of vacation days paid out, and the Employer agrees to the request, the Employer will issue pay in lieu of vacation. Pay in lieu of vacation will be granted only after a minimum of 10 vacation days have been taken in the year.

ARTICLE 18 - SICK LEAVE**18.1 Sick Leave Entitlement**

- (a) A regular, full-time employee will earn paid sick leave at the rate of point eight three of a day per month. Regular, part-time employees will be entitled to sick leave credits on a pro rata basis.
- (b) Sick leave will be cumulative to a total of 60 days. There will be no payout on sick leave.
- (c) All employees are entitled to five days of paid sick leave after 90 days consecutive days of employment each calendar year. These five paid sick leave days will be offset against earned sick leave taken in the balance of the calendar year. For greater certainty, it is understood that this clause (c) provides only for early use of sick days earned under clause (a) and that the total number of sick days earned or accrued in a year shall not exceed the number earned under clause (a).
- (d) Any employee is entitled to take up to three days of unpaid sick leave per calendar year.

18.2 Employee to Inform Employer

- (a) An employee will inform the Employer as soon as possible of their inability to report to work because of illness or injury:
 - (1) During normal operational hours an employee will call the centre, and
 - (2) Outside of normal operational hours an employee will call the after hours phone number during the hours specified by the Employer.
- (b) The employee will make every reasonable effort to inform the Employer of their return to duty in advance of that date.

18.3 Medical Confirmation

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

18.4 Sick Leave Records

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

18.5 Medical and Dental Appointments

- (a) Employees will make reasonable efforts to schedule appointments at the beginning or end of their shifts. Employees will provide a minimum of one week's notice to the Employer when requesting time off to attend medical and/or dental appointments during working hours.
- (b) The Employer may approve time off as requested, and will not withhold consent unreasonably.
- (c) The time off taken by the employee in accordance with this section will be deducted from the employee's sick bank. If an employee does not have banked sick leave available, the time will be taken out of the employee's banked overtime, if available.

18.6 Workers' Compensation Board Claim

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

ARTICLE 19 - SPECIAL AND OTHER LEAVES

19.1 Bereavement Leave

- (a) In the event of the death of a member of the regular employee's immediate family, an employee not on leave of absence without pay will be entitled to bereavement leave, at their regular rate of pay, from the date of death up to and including the day of the funeral. Such leave will not exceed five working days.
- (b) Approval for additional unpaid time will not be unreasonably withheld. An employee may access banked vacation or overtime to cover additional bereavement leave or may request leave as provided under Clause 19.6 (General Leave).
- (c) Immediate family is defined as an employee's parent, stepparent, spouse, common-law spouse, child, stepchild, grandchild, sibling, stepsibling, parent-in-law, child-in law, sibling-in-law, grandparent and any other relative permanently residing in the employee's household, or with whom the employee permanently resides. It is understood that a spouse may be of the same gender.
- (d) If an employee is on vacation leave at the time of bereavement, the employee will be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

19.2 Special Leave

Requests for special leave should be submitted to the Program Manager in advance as early as possible.

- (a) Serious household or domestic emergencies, including illness, in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family member - up to five days;
- (b) Leave taken under Article 30 is not considered part of Clause (a) above.

19.3 Full-Time Union or Public Duties

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

- (a) For employees seeking election in a municipal, provincial, federal, or Indigenous election for a maximum of 90 days;
- (b) For employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year (such leave will be renewed upon request by the Union);
- (c) For employees elected to public office for a maximum period of five years;
- (d) For an employee elected to the position of President, Treasurer or Executive Vice President of B.C. General Employees' Union. The leave will be for a period of three years and will be renewed upon request.

19.4 Leave for Court Appearances

- (a) The Employer will 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 will be without pay.
- (c) An employee in receipt of their regular earnings while serving at court will 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 will be without pay.
- (e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

19.5 Leave for Taking Courses

- (a) An employee will be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer will bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer will 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 will 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.
- (c) An employee granted a leave of absence of three months or greater who wishes to shorten the leave period and return to work prior to the date scheduled as per the leave will deliver written notice to the Employer a minimum of 15 days prior to the date they wish to return.

19.7 Christmas closure

Should the Employer close the daycare for one or more days between Boxing Day and New Year's Day, or on Christmas Eve, the Employer will pay employees who are normally scheduled to work on these days for one full day of work.

19.8 Elections

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

19.9 Official Closure

Should Burnaby Children's Centres Society close on an emergent basis, regular employees who report for work and who are not otherwise on a pre-approved leave of absence, will not lose pay on the first day of the closure as a result of such closure. Reasons for closure will include, but are not limited to, snow closures, power outages, gas leaks, etc.

19.10 Critical Illness or Injury Leave and Compassionate Care Leave

- (a) An employee is entitled to critical illness or injury leave and compassionate care leave in accordance with the BC *Employment Standards Act*.
- (b) At a minimum, the leave entitlements will be:
 - (1) A leave of absence without pay for up to 36 weeks to provide care for a critically ill or injured family member under the age of 19 and up to 16 weeks for the purpose of providing care for a critically ill or injured family member over the age of 19.
 - (2) Leave of absence without pay for up to 27 weeks for the purpose of providing care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks.
- (c) For the purpose of this article, *"family member: includes, but is not limited to: immediate family, relatives and individuals related by marriage, common-law partnership, or any legal parent-child relationship. Immediate family is defined as an employee's parent, stepparent, spouse, common-law spouse, child, stepchild, grandchild, sibling, stepsibling, parent-in-law, child-in-law, sibling-in-law, or grandparent and any other relative permanently residing in the employee's household, or with whom the employee permanently resides. It is understood that a spouse may be of the same gender"*.
- (d) Notwithstanding Clause 12.3 (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Articles 18 (Sick Leave) or 33.7 (Sick Leave for Casuals).
- (e) Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the periods specified in (b). Such additional leave shall be in accordance with the BC *Employment Standards Act*.

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE

20.1 Definitions

For the purpose of this article,

- (a) *"Pregnant Parent"* shall be understood to mean the parent who is pregnant with the child;
- (b) *"Pregnancy Parent"* shall be understood to mean the partner of the Pregnant Parent.

20.2 Pregnancy Leave

- (a) Every employee who intends to take a leave of absence under this clause will give at least four weeks' notice, in writing, to the Employer unless there is a valid reason why such notice cannot be given. Such notice will include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.
- (b) A regular employee will be granted 17 weeks'-pregnancy leave of absence without pay.
- (c) The period of pregnancy leave will commence not earlier than 13 weeks before the expected date of delivery and must end no earlier than six weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner.
- (d) An employee may be required to commence a pregnancy leave where the duties of the employee cannot reasonably be performed because of the pregnancy. The employee will provide a medical certificate from a qualified medical practitioner. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties.
- (e) Any further leave granted beyond the normal 17-week period will be unpaid leave without benefits.

20.3 Parental Leave for Birth and Adopting Parents

- (a) Upon application, an employee will be granted leave of absence for up to 61 weeks 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) Where both parents are employees of the Employer, the employees will determine the apportionment of 61 weeks parental leave between them.
- (c) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the pregnant parent, commencing immediately following the end of the pregnancy leave under Article 20;
 - (2) in the case of the pregnancy parent, or common-law partner of the pregnancy parent, commencing within the 78-week period following the birth of the child;
 - (3) in the case of an adopting parent, commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition and will be at least six months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

20.4 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 20.2 and 20.3 in respect of the birth or adoption of any one child will not exceed 78 weeks, except as provided under Clauses 20.2(e) and/or 20.3(d). Where an employee is granted total pregnancy leave under Clauses 20.2(b) and 20.2(e) of greater than 78 weeks, the employee will not be entitled to parental leave under Clause 20.3.

20.5 Return from Leave

An employee on pregnancy or parental leave pursuant to Clauses 20.2 and 20.3 will provide the Employer with at least one month's written notice. On return from leave, an employee will be placed in their former position or where the position no longer exists in a position of equal rank and basic pay.

20.6 Benefit Plan

If an employee maintains coverage for benefits while on pregnancy leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 61 weeks, but to a maximum of 78 weeks for an employee taking leave under Clauses 20.2 and 20.3.

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

20.7 Sick Leave

- (a) Illness arising due to pregnancy during employment prior to the leave of absence may be charged to normal sick leave.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected case of a communicable disease in the worksite that, if contracted, would reasonably be expected to cause harm to the expectant employee or the unborn child. For the purposes of this clause, sick leave will be granted for any outbreak of German Measles, Fifth Disease, Shingles, Chicken Pox or any other disease or condition identified as harmful by the "*Community Health Officer*", the "*Regional Health Authority*" or the "*Ministry of Health*". The employee may use this leave until all danger from such disease or condition no longer exists.
- (c) The employee will retain sick leave credits they had accrued immediately prior to commencing the leave and will continue to earn sick leave credits for the period of time covered by the approved leave. In the case of an employee who extends their leave for other than approved medical reasons, sick leave credits will not be earned during the extended leave period.

20.8 Vacation

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

20.9 Extended Child Care Leave

- (a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 20.2 and 20.3, an employee will be granted a further unpaid leave of absence not to exceed 12 months. An employee will neither lose nor accrue seniority while on extended child care leave.
- (b) An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.
- (c) An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee will be placed in their former position, or where the position no longer exists in a position of equal rank and basic pay.

20.10 Seniority Rights on Reinstatement

- (a) An employee who returns to work after the expiration of the pregnancy 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 be deemed to have resigned on the date upon which their leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if they do not return to work on the date specified in the notice of return from leave.

ARTICLE 21 - SAFETY AND HEALTH**21.1 Conditions**

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

21.2 Working Environment

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

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

21.3 Safety Committee

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

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

21.4 Unsafe Work Conditions

No employee will 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 will receive payment for the remainder of their shift without deduction from sick leave.

21.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident will 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* will 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 will be borne by the Employer.

21.9 Communicable Disease and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client with a communicable disease or parasitic infestation, the Employer will inform employees about the inherent risk of the communicable disease or parasitic infestation.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination will be made available to all employees who may be at risk of contracting the disease, as determined by the Community Health Officer, Health Authority or Ministry of Health, at no cost to the employee.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of direct exposure in the workplace, they will be entitled to leave without pay for any scheduled shifts during the 24-hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment. Employees will be allowed to access accrued sick leave or vacation entitlement to cover this leave.
- (e) The Employer will, 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 will be without loss of pay.

21.10 Workplace Aggression

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

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

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

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

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

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"*Technological change*" will 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 will 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 will 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 clause, the Union and the Employer will 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 will not contract out bargaining unit work that will result in the layoff of employees.

ARTICLE 24 - VOLUNTEERS

The Employer agrees not to use volunteers to displace bargaining unit members.

ARTICLE 25 - HIRING, PROMOTIONS AND STAFF CHANGES

25.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify shop stewards and the Union in writing. The Employer will post notice of the position in the Employer's offices, on all bulletin boards and in union binders, within seven days of the vacancy or of the new position being established, and shall remain 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 of the bargaining unit for any position until the end of a five-calendar day internal posting period. Where no qualified internal candidates apply within five calendar days, the Employer may post externally.
- (c) Qualified internal candidates will be considered prior to external candidates.
- (d) If a vacancy is posted and filled by an employee currently in the bargaining unit, all applicants will be notified within one week of the decision being made of the name of the successful candidate.
- (e) For the purpose of this article 'qualified' will be understood to mean a combination of education, training, experience and aptitude for the position.

25.2 Information in Postings

Such notice will 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 will state, "*This position is open to all applicants*", except where bona fide occupational requirements prevent it.

25.3 Appointment Policy

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

25.4 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 Clause 11.9 applies, the Employer will provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

25.5 Trial Period

When a vacancy is filled by an existing employee, the employee will 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 will 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 will 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.

25.6 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 will be a disinterested party.

25.7 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 will be posted. The Union will 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.

25.8 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.

25.9 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.

25.10 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three months, will be posted as per Clause 25.1.
- (b) Employees, other than regular employees, filling a temporary vacancy, will receive 8.6% of straight-time earnings in lieu of vacation entitlement and designated holidays and will be entitled to the benefits of the collective agreement in accordance with the provisions of Clause 33.7.
- (c) Temporary vacancies will not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.
- (d) Accepting a temporary vacancy does not change the status of an employee.

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

25.11 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 will suffer no loss of basic earnings to attend. Should an employee require a leave of absence from duties for the interview, their supervisor will be notified as soon as the requirement to appear for an interview is made known.

25.12 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 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Equal Pay

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

26.2 Rate of Pay

Employees will 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.

26.3 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 three full shifts or more, they will receive the rate for a job where a single rate is established. If a salary range is established, they will 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.

26.4 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 will maintain their regular rate of pay.

26.5 After Hours Phone

- (a) After hours phone responsibility means scheduled availability to take calls from employees unable to attend work because of illness, injury or other emergency issues, and to call and assign additional hours to replacement staff.
- (b) The responsibility to answer the after hours phone will be assigned to employees whom place their name on a "*volunteer*" list to be kept and maintained by the Program Managers.
- (c) The after hours phone responsibility will be assigned weekly, but assignments will not exceed two consecutive weeks unless mutually agreed to.
- (d) The Employer will provide a cellular phone for employees to use during the after hours responsibility period. All related expenses for such device will be the responsibility of the Employer. The employee will not use the cellular phone for any purpose other than their after hours responsibility.
- (e) The after hours phone will be turned on Monday to Friday between 6:00 a.m. to 7:00 a.m. and Sunday to Thursday from 7:00 p.m. to 9:00 p.m. The employee will make all reasonable efforts to answer the after hours phone during these periods, and to return any missed calls promptly; and
- (f) An employee required to answer the after hours phone will be paid a premium of \$50 per week.

26.6 Reclassification of Position

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

26.7 Vehicle Allowance

- (a) Vehicle allowance for all kilometres travelled on the Employer's business will be paid to employees who are required to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances will be paid only on submission of the approved travel form signed by the employee and approved by the Program Manager.
- (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.
- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer will pay the premium difference between business class and the next lower class, on submission of documentation of that premium difference certified as correct by the employee's immediate supervisor.
- (e) The vehicle allowance will be 52¢ per kilometre.
- (f) No employee will be required to transport children in their own vehicle.

26.8 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.

26.9 Classification Appeal Process

- (a) Where an employee believes that their job has been improperly classified, they will discuss their 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.

26.10 Paydays

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

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

27.1 Eligibility

Coverage for a regular employee under these plans will commence on the first day of the month following the month in which the employee successfully completes their probation period with a maximum of a three-month waiting period.

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

27.2 Termination

Coverage under these plans will terminate on the date of the cessation of the employee's employment, or in accordance with the terms of the applicable plan, whichever is later.

27.3 BC Medical

The Employer will pay 100% of the single premium rate for eligible regular employees for medical coverage under the BC Medical Plan. As the rates decrease, these savings will be used for employee health initiatives, as mutually agreed to.

27.4 Dental Plan

The Employer will pay 100% of the dependent premium rate, if necessary, for eligible regular employees provided they are not enrolled in another plan.

Eligible regular employees will be provided with a dental plan covering 100% of the costs of the basic plan (Plan A), 60% of the costs of the extended plan (Plan B) and 60% of the costs of the orthodontic plan (Plan C). An employee is eligible for orthodontic services under Plan C after 12 months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$2,750 per patient with no run-offs for claims after termination of employment.

Refer to Appendix B, Benefit Summary

27.5 Extended Health Plan

The Employer will pay 100% of the dependent premium rate, if necessary, for eligible regular employees provided they are not enrolled in another plan.

Eligible regular employees will be provided with an Extended Health Plan covering 80% of eligible expenses, \$25 deductible per person.

There will be coverage for eyeglasses and hearing aids. The allowance for vision care will be \$250 every 24 months and the allowance for hearing aids will be \$600 every 48 months.

The Union and employees will be notified 30 days prior to any changes to the extended health benefit provider.

Refer to Appendix B, Benefit Summary

27.6 Change in Benefits Carrier

The Employer reserves the right to change the carrier of any benefits plan, provided that the benefits coverage is not reduced. If benefit coverage reductions are found after the benefit change, the Employer agrees to correct the plan. The Union and employees will be notified 60 days prior to an employer requested change in provider, and 30 prior for a change required by the provider. Notice to the Union will include the current contract and a detailed comparison demonstrating that benefit coverage will be equal to or greater than the current plan.

27.7 Group Life and Accidental Death and Dismemberment

The Employer will pay 100% of the single premium rate for eligible regular employees.

The plan will provide basic life insurance in the amount of \$50,000 and standard 24 hour accidental death and dismemberment insurance until age 65. After the age of 65, the amount of coverage will decrease to \$25,000 until the age 70, at which time the group insurance coverage will cease. On termination of employment (excluding retirement) coverage will continue without premium payment for a period of 31 days, during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of their group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence.

27.8 Employee and Family Assistance Program

The Employer will provide eligible regular employees with access to an Employee and Family Assistance Program (EFAP).

ARTICLE 28 - GENERAL CONDITIONS

28.1 Damage to Personal Property

Where an employee produces reasonable proof that personal possessions are damaged by a person in the care of the Employer, the Employer will pay up to a maximum of \$50 in repair costs or replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable and/or authorized for use while on duty.

28.2 Supply and Maintenance of Equipment

It is the responsibility of the Employer to furnish and maintain all equipment, machinery and supplies required by employees in the performance of their duties. Employees will not suffer any loss in salary in

the event that they cannot carry out their normal duties by reason of the Employer failing to properly maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

28.3 Indemnity

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

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

28.4 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 will have printed sufficient copies of the agreement for distribution to employees.
- (b) The cover of the agreement will read as follows:

AGREEMENT
between the
BURNABY CHILDREN'S CENTRES SOCIETY
and the
B.C. GENERAL EMPLOYEES' UNION

28.5 Personal Duties

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

28.6 Client Confidentiality

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

28.7 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a licensed physician or substance defined by the *Narcotic Control Act*, will 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.

28.8 Staff Confidentiality

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

28.9 Co-op, Practicum and Work Experience Students

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

28.10 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 will be provided copies of all job descriptions in the bargaining unit.

28.11 Employee Workload

Employees who believe their workload is not manageable are encouraged to identify workload concerns to their supervisor. The supervisor will work with the employee to identify potential options to manage their workload. There shall be no disciplinary consequence for employees who bring forward workload concerns.

ARTICLE 29 - HARASSMENT

29.1 Discrimination and Harassment

(a) The Employer and the Union recognize that employees are entitled to work in a respectful environment free from all forms of discrimination, harassment and bullying. The Employer, in cooperation with the Union, will promote a work environment where all employees are treated with respect and dignity.

(b) "*Discrimination*" as used herein relates to any of the prohibited grounds enumerated in the British Columbia *Human Rights Code*, specifically: Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression or age of that person or because a person has been convicted of a criminal or summary conviction offence that is unrelated to employment or to the intended employment of that person.

29.2 Sexual Harassment

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

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

- Touching, patting or other physical contact;
- Leering, staring or the making of sexual gestures;
- Demands for sexual favours;
- Verbal abuse or threats;
- Unwanted sexual invitations;
- Physical assault of a sexual nature;
- Distribution or display of sexual or offensive pictures or material;
- Unwanted questions or comments of a sexual nature;

- Practical jokes of a sexual nature.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment can occur between any gender identities.

29.3 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment. The Employer, in cooperation with the Union, will promote a work environment where all employees are treated with respect and dignity.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, gender identity or expression or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- Physical threats or intimidation;
 - Words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - Distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.
- (e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

29.4 Bullying

- (a) The Employer and Union support the right of employees to work in an environment free from bullying.
- (b) "*Bullying*" is verbal or physical conduct that, over a period of time, continuously and systematically:
- (1) Intimidates, degrades, humiliates, insults, or offends others; and
 - (2) Interferes with a worker's performance.
- (c) Bullying can manifest in a variety of different behaviours, including name calling, malicious gossiping, deliberate and persistent ignoring, ostracizing of others, unfounded and malicious blaming or ridicule, spreading malicious rumours, taunting, invading the personal space of others, tampering or vandalizing the belongings of others.
- (d) Bullying can take place in person, or by various means including telephone, written form, email, social media and text messages.

- (e) Bullying does not include actions of the management team or executive in the good faith exercise of supervisory rights and responsibilities, or management rights.

28.5 Harassment Complaint Procedures

In the case of a complaint of harassment or bullying, the following will apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to a Program Manager or designate. Upon receipt of the written complaint, the Employer will notify in writing the designated union staff representative. Complaints of this nature will be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) will be given notice of the substance of such a complaint under this clause and will be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate will investigate the complaint and will submit their report to a Program Manager in writing within 15 days of receipt of the complaint. The Program Manager will within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union staff representative, the complainant and the respondent will be apprised of the Program Manager's resolution.
- (d) Both the complainant and the respondent will be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, a Program Manager may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the respondent, except that the complainant may be transferred with their written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with Program Manager's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator will have the right to:
- (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a harasser pursuant to this clause, will not form the basis of a grievance.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.
- (j) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. However, an employee will not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the *BC Human Rights Tribunal* or the process specified above. In either event, a complaint of personal harassment, sexual harassment, or bullying will not form the basis of a grievance.

(k) Complaints under the clause will be treated in strict confidence by all parties involved. All documentation concerning the alleged complaint will be sealed at the conclusion of the process.

ARTICLE 30 - DOMESTIC ABUSE

30.1 Definitions

(a) "*domestic violence*" means:

(1) 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

(2) a threat or attempt to do an act described in (a) above.

(b) "*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.

(c) "*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.

30.2 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.

30.3 Place of Work Accommodation

(a) 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 will accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under this clause to provide evidence reasonable in the circumstances that the employee needs accommodation.

30.4 Hours of Work Accommodation

(a) 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 will accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under this clause to provide evidence reasonable in the circumstances that the employee needs accommodation.

30.5 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 this clause 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, 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 10 days per calendar year of leave taken under this clause is paid leave. Leave taken under this clause beyond 10 days per calendar year is unpaid. Leave taken is cumulative meaning employee should not have to take a full day if not needed, however there is a four-hour minimum.
- (e) An employee who wishes to take leave under this clause will 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 will advise the Employer of the leave in writing as soon as possible after beginning it.
- (f) An employer may require an employee who takes a leave under this clause to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 31 - TRANS-INCLUSION

31.1 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) Health care benefit coverage for transition-related costs, and medical leaves of absence for transitioning employees, will be provided/accommodated on the same terms as any other medical cost or leave.

(e) 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.

31.2 Group Benefit Plan

During the term of this agreement, the Employer will ascertain if their current benefit plan can be amended to include coverage for the costs of gender-affirming care, not covered by provincial health plans as well as coverage for any transition related expenses, not already covered under the benefit plan (for example: wigs, binders, gaffers, electrolysis, breast and penile prosthesis, hormone therapy, silicon/saline implants, special bras for prosthesis, voice classes, counselling, medical-related travel expenses, etc.). Where there will be no significant increase to premiums, the Employer will implement the change to the benefit plan.

31.3 Transition Leave

The Employer will grant an employee up to 8 weeks of unpaid leave without loss of seniority for medical procedures required during the transition period, available for each gender affirming surgical procedure and revision.

ARTICLE 32 - CRIMINAL RECORDS CHECKS

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

ARTICLE 33 - CASUALS

33.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Clause 14.9 - Additional Hours for Part-time Employees, have not requested topped up hours. These periods will not exceed three months without the agreement of the Union. Casual employees will be considered in-service applicants when applying for vacancies.

33.2 Seniority

(a) The Employer will maintain a seniority list of casual employees, which will be supplied to the Union and posted on the bulletin boards.

(b) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will 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 will 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.

33.3 Call-in Procedures

- (a) Qualified casual employees will be called in order of seniority and in accordance with Clause 14.9 (Additional Hours for Part-Time Employees).
- (b) Casual employees will lose their seniority if they refuse work on three consecutive occasions in a three-month period, or if they have not performed work for more than 12 months.

33.4 Availability

A casual employee who has been inactive for 30 days must notify the Employer of their intention to make themselves available. Any work assigned prior to the aforementioned notification will not be reassigned.

33.5 Casual Holidays and Vacation

Casual employees will receive 8.6% of straight-time pay in lieu of statutory holidays and vacation pay.

33.6 Leaves of Absence

- (a) The Employer will grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a municipal, provincial, federal, First Nation or other Indigenous 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, municipal, First Nation or other Indigenous election or a referendum will have three consecutive clear hours during the hours in which polls are open in which to cast their ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Clause 19.1 without pay.
- (d) Attendance at court arising from employment will be with pay and travel expenses if required.
- (e) Casual employees will be permitted to be "*unavailable*" for the period of time as defined in Clause 20.2 Pregnancy Leave and Clause 20.3 Parental Leave for Birth and Adopting Parents. Upon return to work the employee will be placed in the same relative position on the seniority list as they had when they commenced the Pregnancy or Parental Leave.
- (f) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave will be in writing. Upon request, the Employer will give reasons for withholding approval.

33.7 Sick Leave for Casuals

- (a) Casual employees are entitled to five days of paid sick leave after 90 days consecutive days of employment for shifts scheduled in advance. These five paid sick leave days will be offset against earned sick leave taken in the balance of the calendar year. It is understood that this entitlement resets every January 1st.
- (b) Casual employees are entitled to take up to three days of unpaid sick leave per calendar year.
- (c) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the employee is entitled to leave under this clause.

(d) The Employer must pay an employee who takes leave under this clause an amount equal to at least the amount calculated by multiplying the period of the leave and the average day's pay, where the average day's pay is determined by the formula

$$\text{Amount paid} \div \text{days worked}$$

Where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

33.8 Application of Agreement

Except as otherwise noted, the provisions of Articles 12, 13, 14, 16, 17, 18, 19, 20, 22, and 27 do not apply to casual employees.

ARTICLE 34 - STAFF TRAINING AND PROFESSIONAL DEVELOPMENT

34.1 Professional Development Day

- (a) Beginning in 2015, the Employer will provide training for all staff of at least eight hours per year over the course of a day when the daycare is closed. Training will relate to licensing renewal, child care practices, and professional development, including the use of outside speakers, team-building exercises and/or other training (the "*PD Day*").
- (b) The Employer will make best efforts to have the PD Day on a week day and during a closure, but may elect instead to have the PD Day on a weekend day. If the PD Day is set for a weekend day, attendance will be optional. If the PD Day is set on a weekday during a closure, attendance will be mandatory. The PD Day will not be set on a "*Paid Holiday*" as defined herein.
- (c) Employees will be paid for their attendance on a PD Day. Employees failing to attend will not be paid. A failure to attend a mandatory PD Day, of one's own volition, may result in discipline.
- (d) The Employer and the Union may agree to the scheduling of the PD Day in a manner that differs from the above and, for example, the PD Day may be split into two separate events by such agreement. Any agreement in this regard will be in writing.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

This agreement will be binding and remain in effect until midnight, March 31, 2026.

35.2 Notice to Bargain

- (a) Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2025, but in any event not later than midnight, December 31, 2025.
- (b) Where no notice is given by either party prior to December 31, 2025, both parties will be deemed to have been given notice under this clause on December 31, 2025.
- (c) All notices on behalf of the Union will be given by the President or designate and similar notices on behalf of the Employer will be given by the Employer.

35.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 35.2, the parties will, within 14 days after the notice was given, commence collective bargaining.

35.4 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.

35.5 Effective Date of Agreement

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

35.6 Agreement to Continue in Force

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Michelle Silvey
Program Manager

Dawn Robertson
Bargaining Committee

Christopher Scott
Board Chair

Michelle Black
Bargaining Committee

Allister Cave
Board Member

Nancy Melchert
Bargaining Committee

Larisa Mills
Staff Representative

Signed August 16, 2023

**APPENDIX A
Wage Rates**

Classification	Step	Effective			
		Current	+6.00%	+2.5%	+2.5%
		Apr 1, 2022	Apr 1, 2023	Apr 1, 2024	Apr 1, 2025
Early Childhood Educator Assistant (ECEA)	1 (Probation Period)	17.12	18.15	18.60	19.07
	2 (Up to 975 hrs)	17.46	18.51	18.97	19.44
	3 (Up to 1950 hrs post probation)	17.79	18.86	19.33	19.81
	4 (Over 1950 hrs post probation)	18.22	19.31	19.80	20.29
Early Childhood Educator (ECE)	1 (Up to 975 hrs)	19.66	20.84	21.36	21.89
	2 (Up to 3900 hrs)	20.76	22.01	22.56	23.12
	3 (Up to 5850 hrs)	21.16	22.43	22.99	23.57
	4 (Up to 7800 hrs)	21.57	22.86	23.44	24.02
	5 (8775 hrs & over)	21.74	23.04	23.62	24.21
ECE / IT OR ECE / SN	1 (Up to 975 hrs)	20.20	21.41	21.95	22.50
	2 (Up to 3900 hrs)	21.30	22.58	23.14	23.72
	3 (Up to 5850 hrs)	21.69	22.99	23.57	24.16
	4 (Up to 7800 hrs)	22.10	23.43	24.01	24.61
	5 (8775 hrs & over)	22.27	23.61	24.20	24.80
Team Leader	1 (Less than 3900 hrs)	22.54	23.89	24.49	25.10
	2 (Up to 5850 hrs)	22.94	24.32	24.92	25.55
	3 (Up to 7800 hrs)	23.35	24.75	25.37	26.00
	4 (8775 hrs & over)	23.75	25.18	25.80	26.45
Casuals	1 (Probation Period)	17.16	18.19	18.64	19.11
	2 (Up to 975 hrs post probation)	17.47	18.52	18.98	19.46
	3 (Up to 1950 hrs post probation)	17.81	18.88	19.35	19.83
	4 (Over 1950 hrs post probation)	18.58	19.69	20.19	20.69

All employees will advance one step for each 975 hours worked, including paid sick and vacation days.

An ECE who posts into a Team Leader position, as per Article 25, will be placed at the level that will ensure an increase in the employee's rate of pay, or on the grid recognizing the total previous hours worked in that position by the individual since April 1, 2006.

Should any employee post into a Team Leader position they will be credited for all hours worked in a Team Leader position from April 1, 2004.

Notwithstanding Appendix A in this agreement, the minimum hourly pay rate for any position in the bargaining unit will be the current BC Minimum Wage plus the BCGEU dues assessment, rounded up to the next nearest penny.

Retroactive payment for wage increases will be provided to all employees at time of ratification, including employees on leave. Retroactive pay will also be provided to employees who are not current active

employees at time of ratification but who worked for the Employer and were part of the bargaining unit at any time between April 1, 2023 and the date of ratification and are entitled to recall.

**APPENDIX B
Benefit Summary**

This summary is included for ease of reference only and will not supersede or change the terms and conditions or interpretation of the applicable benefits plan, which should be consulted for full details. Any changes made to the plan or provider must be equal to or greater than the existing plan.

Extended Health Care	
Deductible	\$25 Single & \$25 Family for all extended health expenses except drugs, vision care, and out of Canada medical emergencies
<u>Reimbursement</u>	
Prescription Drugs:	80%
Include Drug Card:	Yes
Hospital:	100%
Hearing aids:	\$600 every 48 months
Travel Insurance and Assistance:	100%
Wigs and hairpieces:	\$500 per lifetime
Orthopedic Shoes and foot orthotics:	\$500 per adult per year - \$300 per child per year
Artificial Limbs:	\$10,000 per prosthesis per limb
Paramedical Practitioners:	\$350/year/practitioner: Acupuncturist, Chiropractor, Massage Therapist, Naturopath, Physiotherapist, Podiatrist/Chiropodist, Psychologist/Registered Social Worker/Registered Clinical Counsellor, Speech Therapist
Vision Care	
	Eye Exam \$100/24 months adult Vision wear - \$250/24 months adult and 12 months for child
Dental Care	
Basic Services (Plan A) Dental	100%
Restorative Services (Plan B)	60%
Orthodontic Plan (Plan C)	60%
Orthodontic services	\$2750

**MEMORANDUM OF AGREEMENT 1
Early Childhood Wage and/or Benefits Enhancements**

The parties agree that should the Employer apply for and receive any additional funding from the provincial government for Early Childhood Educator wage increases or other entitlements that any such funding will be in addition to the annual general wage increases contained in Appendix A - Salary Schedule.

Should such funding cease to be provided by the provincial government the Employer will have no obligation to maintain such funding.

MEMORANDUM OF UNDERSTANDING 1
Wage Reopener

The parties agree to negotiate additional wage increases should funding for wage increases be provided by the provincial government and/or federal government for Early Childhood Educator wages. Additional wage increases will only be negotiated should the funding allow for additional wage increases over and above the annual general wage increases contained in the Appendix A Re: Salary Scale.

moveup
03034826