

RATIFICATION DOCUMENT



FOR A RENEWAL COLLECTIVE AGREEMENT

between

**VANCOUVER SOCIETY OF CHILDREN'S CENTRES
(VSOCC)**

and the

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

E&OE

March 20, 2024

1.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the **Vancouver Society of Children's Centres (VSOCC) (the "Employer")** and the ~~B.C. Government and Service~~ **General** Employees' Union (**BCGEU) (the "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.

1.3 No Discrimination

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

The Employer and the Union agree that there shall be no discrimination with respect to an employee's employment by reason of **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**, age, or criminal or summary conviction that is unrelated to the employment of that person.

1.4 Use of Terms

- (a) ~~Masculine and Feminine~~ **Ungendered Language**

~~The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used it shall be construed as meaning the other if the facts or context so require.~~ **parties will use ungendered language**

- (b) *Singular and Plural*

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

3.1 Bargaining Unit Defined

The bargaining unit shall 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 **Code**.

3.2 Bargaining Agent Recognition

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

3.6 Recognition and Rights of Stewards

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

(b) A steward shall make every effort to perform the duties of a steward outside of normal working hours. If this is not possible, a steward, or their alternate, shall obtain the permission of their immediate

supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

The duties of stewards shall include:

- ~~(a)~~ (1) investigation of complaints of an urgent nature;
- ~~(b)~~ (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- ~~(c)~~ (3) supervision of ballot boxes and other related functions during ratification votes;
- ~~(d)~~ (4) carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention;
- ~~(e)~~ (5) attending meetings called by the Employer.

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

(a) Without Pay

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) 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~~ **labour relations** body;
- (5) for leave for negotiations with the Employer;
- (6) to stewards to maintain all bulletin boards and binders; or
- (7) for leave for union observer.

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted by Electronic Funds Transfer (EFT) to the President of the Union before the 15th calendar day of each month following the date of deduction ~~and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.~~ **The Employer will submit the EFT with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount. Each EFT email will also include employer name, pay period type (e.g., biweekly, semi-monthly, etc.), pay period number, pay period end date, and pay period pay date.**
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b) of the article, the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) Employee Information

(1) The Employer will provide to the Union with every regular dues remittance in any Microsoft Excel-compatible spreadsheet format the information as provided in the chart below for all employees, using the same file type, format and column order for each submission.

Column Order	Name	Format	Format Description
1	Employee ID number	XXXXXXXXXX	
2	Employee Last Name		
3	Employee First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date		Any Microsoft Excel-compatible date format
8	Status		Full-Time Regular, Part-Time Regular, or Casual
9	Work Location Name		
10	Work Location Address		
11	Employee Address		

Column Order	Name	Format	Format Description
12	Employee Home Phone	XXXXXXXXXX	10 digits, no brackets, dashes or spaces
13	Employee Cell Phone	XXXXXXXXXX	10 digits, no brackets, dashes or spaces
14	Employee Home Email		

(2) The Employer will submit the above employee information via common secure electronic means as agreed by the parties.

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

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

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

(j) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in ~~the articles dealing with~~ **Articles 4 (Union Security) and 5 (Check-Off of Union Dues)** ~~Check-off.~~ The Employer agrees that a union steward will be given an opportunity to ~~interview~~ **meet with** 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. **This will be either an individual meeting or a group orientation, depending on the volume of new hires.**

(b) The Employer agrees to provide the names and locations of new employees to all stewards, in writing, within three days of the start date they commence working.

(c) The Employer will advise a new employee of the names and locations of the stewards.

8.4 **Joint** Labour/Management Committee

(a) The purpose of the **Joint** Labour/Management Committee is to meet **and consult** regularly about issues relating to the workplace that affect the parties **or any employee** covered by this agreement. The Committee shall be composed of a maximum of four members representing the Employer and four members representing the Union. The minimum size of this Committee shall be two union

representatives and two employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

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

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

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

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

(1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties; and

(2) addressing conditions causing grievances and misunderstanding.

(3) addressing workload issues referred to it by an employee, the Union, or the Employer; and

(4) fostering the development of work-related skills.

(e) Amendments to employer prepared job descriptions shall be forwarded to the union staff representative for consultation.

11.3 Right to Grieve Other Disciplinary Action

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

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

(c) Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof, if including discipline, shall become part of their personnel record.

(d) At the employee's request, any such document, other than official evaluation reports, ~~and any material related to the safety of children~~ shall be removed from the employee's file:

- after the expiration of 18 months; or
- in the case of any material relating to the safety of children, after the expiration of two years;

of active employment (i.e. not on leave) from the date it was issued provided there has not been a further infraction.

(e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

11.6 Right to Have Union Representative Present

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

11.8 Probation Period

The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.1— **[Dismissal and Suspension]** of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

- (a) ~~Regular and casual~~ employees shall be required to serve a probationary period, in accordance with this article. Where an employee has served a probationary period, pursuant to this article, they shall not be required to serve a further probationary period.
- (b) ~~The probationary period for supervisory and professional employees registered by a recognized association, shall be six months worked. The probationary period for all other employees shall be three months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last.~~ **The probationary period for regular employees shall be six months worked.**

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.~~

~~Notwithstanding the above, the maximum probationary period for a permanent part-time employee shall be 12 calendar months.~~

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— **[Grievances]** of this agreement commencing at Step 3.

12.3 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over 30 days' duration, **except during employment-protected unpaid leave arising under the Employment Standards Act or as otherwise specified in this agreement.** An employee shall continue to accrue seniority if they are absent from work with pay or being compensated by the Workers' Compensation Board or ICBC for an injury or illness incurred during employment with the Employer. An employee shall lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.5 – **[Bridging of Service]**, they voluntarily terminate their employment or abandon their position;
- (c) they are on layoff for more than one year after which time the employee shall be deemed to be terminated;
- (d) upon being notified by the Employer by registered mail and email at their last known addresses that they are recalled from layoff, they fail to contact the Employer within 14 days and fail to return to work within an additional seven days the employee shall be deemed to be terminated;
- (e) they are permanently promoted to an excluded position and have passed probation **in that excluded position**.

14.4 Rest Periods and Meal Breaks

(a) **Rest Periods**

(1) All employees shall have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period, provided the staff to child ratio can be maintained. ~~It is understood that meal breaks and rest periods may be combined subject to operational requirements.~~

~~(b)~~ **(2)** Employees working a shift of four hours, but not more than six hours, shall receive one rest period during such a shift provided the staff to child ratio can be maintained.

~~(c)~~ **(3)** Rest periods shall be taken without loss of pay to the employee.

(b) Meal Breaks

(1) An employee will have a 30-minute unpaid meal break in each period of work of five hours or more.

(2) An employee will be paid for a meal break at the appropriate rate if they are required by the Employer to work or be available for work during a meal break.

(c) Meal breaks 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 shall receive payment for the hours worked with a minimum of two hours' pay in any one day.

15.3 Overtime Entitlement

(a) —An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily full-time hours.

~~(b) —Overtime shall be compensated in five minute increments; however, employees shall not be entitled to any compensation for overtime of less than five minutes per day.~~

Overtime	
Less than 5 minutes	0 overtime
Between 5 but less than 10 minutes	10 minutes overtime paid
Between 10 but less than 15 minutes	15 minutes overtime paid
Between 15 but less than 20 minutes	20 minutes overtime paid
Between 20 but less than 25 minutes	25 minutes overtime paid
and so on	

15.6 Overtime Compensation

(a) The parties agree that in order to ensure a healthy workplace every effort will be made to minimize the need for overtime by planning well in advance for work schedules.

(b) Overtime worked shall 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 (1).

~~(c) —Overtime earned up to the first 15 straight-time hours shall be scheduled for two of the winter holiday closure days. Should the winter holiday closure not transpire as defined in Article 19.10, an employee may request approval of CTO for this period subject to ratio requirements or may request that the CTO be paid at the time the decision is announced. Thereafter, the CTO will be paid out at the time it is earned.~~

~~(d) —Each employee shall elect annually in January whether to receive all additional overtime compensation for the calendar year in pay as it is earned or via Compensatory Time Off (CTO). If an employee fails to make such an election, the default will be compensation via pay for all overtime in excess of (c) above. CTO will have the following limitations:~~

- ~~(1) —CTO shall be accumulated to a maximum of four hours exclusive of CTO referred to in Clause 15.6(c);~~
- ~~(2) —Once an employee has accrued four hours of CTO exclusive of the CTO referred to in Clause 15.6(c) any subsequent overtime shall be paid out.~~

~~(e) —Any employee who elects to receive time off in lieu of being paid for overtime shall 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 shall be taken at a time mutually agreed upon by the employee and the Employer.~~

(c) Overtime will be paid in the pay period in which it is worked.

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 BC Day	

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

16.7 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 spiritual or holy days **that are not recognized as paid** holidays. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks notice is required for leave under this provision. When two weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule unused vacation, **or** lieu days, ~~or banked overtime (compensating time off)~~.

17.2 Vacation for the First Incomplete Year

Employees must complete ~~their probationary period~~ **three months of employment** 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) A full-time employee will have an annual vacation entitlement commencing with the first full calendar year of employment as follows:

Vacation Year	Entitlement
First partial vacation year	15 working days based on 6% of straight-time pay, prorated
One First to fourth full years	15 working days based on 6% of straight-time pay
Five Fifth to 10 th full years	20 working days based on 8% of straight-time pay
11 th to 15 th full years	25 working days based on 10% of straight-time pay
16 th full years and thereafter	30 working days based on 12% of straight-time pay

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

17.4 Vacation Scheduling

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

(1) July 15th of the preceding year for the period January 1st through May 31st; and

(1)(2) December 1st January 15th for the period May June 1st through December 31st; and

(2) June 1st for the period January 1st through April 30th.

- (b) Employees are encouraged to take their annual vacation entitlement.
- (c) Employees may request and shall be entitled to take vacation entitlement in broken periods and shall not be required to take all vacation entitlement in one continuous period.
- (d) An employee who does not submit vacation requests within the time periods set out in (a) above:
- (1) shall not be entitled to exercise seniority rights in respect to any vacation period previously selected by an employee with less seniority; and**
- (2) will by March 15th of the vacation year submit requests for carryover in accordance with Clause 17.5 (Accumulation or Carryover of Vacation) and their remaining annual vacation entitlement.**
- (e) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (f) Vacation schedules, once approved by the Employer, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (g) An employee transferred by the Employer shall maintain their vacation period and no other employee's vacation time shall be affected thereby.

17.5 Accumulation or Carryover of Vacation

Up to one-half of the vacation entitlement may be deferred until the next year with prior written approval. **Such deferral must be requested by the date specified in Clause 17.4(d)(2).**

18.1 Sick Leave Entitlement

- (a) A regular full-time employee shall earn paid sick leave at the rate of one and one-quarter days per month. Regular part-time employees shall be entitled to sick leave credits on a pro rata basis.
- (b) Sick leave shall be cumulative to a total of ~~32~~ **35** days. There shall be no payout on sick leave.
- (c) Sick leave may be used for medical and dental check-ups and exams, specialist appointments, as well as for acute medical and dental emergencies. Employees will make every effort to schedule appointments outside of work hours.
- (d) Sick leave may be used in case of illness of immediate family members of the employee **as defined in Clause 19.1(a).** ~~Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.~~

18.2 Sick Leave Credit

All **regular** employees shall be able to draw on a block of nine days' **unearned paid** sick leave when they commence employment. ~~If all or part of this block of sick leave is used, it will be paid back as sick leave is accumulated.~~ **Unearned paid sick leave days an employee uses will be offset against sick leave earned.**

If an employee ceases employment and has a negative balance in sick leave credit, ~~this amount~~ **any unearned paid sick leave in excess of the employee's illness or injury leave under the *Employment Standards Act*** will be deducted from their final paycheck.

The illness and injury leave entitlement under the *Employment Standards Act* is not in addition to any entitlement accrued under this clause.

18.4 Medical Confirmation

Sick leave shall only be utilized when an illness **or injury** prevents an employee from attending work **or as specified in Clause 18.1(c) and (d)**. 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.

Where the Employer requires an employee to produce a medical certificate the Employer shall pay for the receipted cost of the medical certificate.

19.1 Bereavement Leave

(a) Immediate Family

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

Immediate family is defined as an employee's parent, **guardian**, ~~wife, husband, common-law spouse, child, stepchild, grandchild,~~ **grandparent**, ~~brother, sister,~~ **or sibling**, ~~father-in-law, mother-in-law~~ **the child or parent of an employee's spouse**, and any other relative permanently residing in the employee's household or with whom the employee permanently resides **person who lives with the employee as a member of the employee's family**. It is understood that a spouse may be of the same gender.

(b) Other Family

In the event of the death of the employee's ~~grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle,~~ **child-in-law, sibling-in-law, parent's sibling, or parent's sibling's spouse**, the employee shall be entitled to special **bereavement** leave, **at their regular rate of pay**, for one day for the purpose of attending the funeral **or memorial service**.

(c) Replacement of Vacation Leave

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

(d) Timing of Leave

Despite (a) and (b) above, where an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral or memorial service, an employee may take the specified bereavement leave including necessary travel time at the time of the ceremonial occasion.

19.2 Special Leave

(a) Where leave from work is required, a regular employee who has completed probation **three months of employment** shall be entitled to special leave at their regular rate of pay to a maximum of two days per year. The following shall be eligible:

- (1) Marriage of the employee;
- (2) Birth or adoption of the employee's child;
- (3) Serious household or domestic emergency, 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 members;
- ~~(4) Domestic violence of the employee or the employee's child;~~
- ~~(5)~~**(4)** Attend employee's formal hearing to become a Canadian citizen.

(b) An employee is entitled to up to seven days of unpaid leave per calendar year to meet responsibilities related to the care, health or education of any member of the employee's immediate family **or a child in the employee's care.**

~~(c) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.~~

19.3 Full-Time Union or Public **or Indigenous Government Duties**

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

- (a) For employees seeking election in a municipal, **regional district**, provincial, or federal, **or First Nation or other Indigenous government** 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 **or Indigenous government** office for a maximum period of five years;
- (d) For an employee elected to the position of President or Treasurer of ~~B.C. Government and Service Employees' the~~ Union. The leave shall be for a period of three years and shall be renewed upon request.

19.5 Leave and Costs for Taking Courses

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees,

entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for their travelling, subsistence and other legitimate expenses where applicable.

(b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

(c) Where the Employer requires an employee to have a food-safe **FOODSAFE, occupational first aid, or child care first aid** certificate, the cost of renewing this certificate will be borne by the Employer **and will not be deducted from the employee's professional development fund.**

19.6 Professional Development and Staff Training

(a) The Employer will provide up to a maximum of 15 hours of professional development training per year for regular employees outside of working hours.

(b) Employees will be compensated at straight-time rates for attendance at such training.

(c) The Employer will provide a minimum of ~~three~~ **two** months notice for training under this clause. Attendance will be mandatory unless an employee is on an approved leave or otherwise has a valid reason.

19.7 Professional Development Fund

A post-probationary regular employee is entitled to an annual individual training allowance of \$250 for the period of April 1st to March 31st. An employee on leave or who has not completed probation may request access to the training allowance, subject to written approval of the Employer. To access the fund, an employee will identify relevant training to their immediate supervisor for approval, and approval will not be unreasonably denied. The employee will be reimbursed upon submission of a receipt and certificate of completion. Membership fees for Early Childhood Educators of BC will be an approved use of these funds. Unused funds will not be carried forward. Employee use of these funds is voluntary, and training will be on the employee's own time.

~~19.8~~ **19.9** Elections

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

~~19.9~~ **19.10** Critical Illness or Injury Leave and Compassionate Care Leave

(a) An employee who is entitled to critical illness or injury leave under the BC *Employment Standards Act* is entitled to a leave of absence without pay for up to 36 weeks to provide care for a critically ill or injured child and up to 16 weeks to provide care for a critically ill or injured adult.

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

- (c) ~~An~~ Employee's **employee's** service while on the above approved leave of absence will be deemed continuous with associated benefits provided, as prescribed by the BC *Employment Standards Act*.

19.11 Reservists' Leave

An employee who is entitled to reservists' leave under the *Employment Standards Act* is entitled to leave in accordance with that act. An employee's service while on reservists' leave will be deemed continuous, as prescribed by the *Employment Standards Act*, which does not include continuation of group RRSP, medical or other benefit plans.

19.12 Leave Respecting Disappearance of Child

An employee who is entitled to leave respecting disappearance of child under the *Employment Standards Act* is entitled to leave of absence without pay for up to 52 weeks. An employee's service while on leave respecting disappearance of child will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

19.13 Leave Respecting Death of Child

An employee who is entitled to leave respecting death of child under the *Employment Standards Act* is entitled to leave of absence without pay for up to 104 weeks. An employee's service while on leave respecting death of child will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

19.14 Leave Respecting Domestic or Sexual Violence

An employee who is entitled to leave respecting domestic or sexual violence under the *Employment Standards Act* is entitled to leave with pay of up to five days, leave without pay of up to five days, and additional leave without pay of up to 15 weeks. An employee's service while on leave respecting domestic or sexual violence will be deemed continuous with associated benefits provided, as prescribed by the *Employment Standards Act*.

~~19.10~~ 19.15 Winter Holiday Closure

If the Employer determines that the agency **organization** will be closed between Christmas and New Year's, then during this time:

- (a) Regular **regular** employees shall be paid for one **three** days during this period of time.
- (b) In addition, regular employees shall schedule paid time as follows:
 - vacation;
 - CTO;
 - a combination of the above.
- (c) ~~To the extent that (a) and (b) does not cover the period of closure, the Employee shall be considered on a leave without pay for the balance of the closure.~~

ARTICLE 20 - MATERNITY/~~BIRTHING PARENT AND~~ PARENTAL LEAVE**20.1 Maternity ~~Birthing Parent~~ Leave**

(a) Every employee who intends to take a leave of absence under this article shall 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 shall include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

(b) A regular employee shall be granted 17 weeks' maternity ~~birthing parent~~ leave. **For clarity, this category of leave is a genderless equivalent to that in Section 50 of the *Employment Standards Act* and is not separate from that leave.**

(c) The period of maternity ~~birthing parent~~ leave shall commence not earlier than 13 weeks before the expected ~~birth~~ 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 **or nurse practitioner**.

(d) An employee who requests birthing parent leave after the termination of the employee's pregnancy is entitled to up to six consecutive weeks of unpaid leave, which must be taken during the period that ends no later than six weeks after the date of the termination of the pregnancy.

~~(d)~~ **(e)** An employee may be required to commence a maternity ~~birthing parent~~ 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 **or nurse practitioner**. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner **or nurse practitioner** stating that ~~she is~~ **they are** able to perform ~~her~~ **their** duties.

(f) An employee who requests leave under this clause is entitled to up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when the birthing parent leave ends.

20.2 Parental Leave ~~for Birth and Adopting Parents~~

(a) Every employee who intends to take a leave of absence under this article shall 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 shall include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four weeks' notice of such change unless there is a valid reason why such notice cannot be given. Upon application, an employee shall be granted a **parental** leave of absence as set out in this article **clause**. The employee shall furnish a medical **practitioner's or nurse practitioner's** certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Employees shall be granted parental leave as follows:

(1) ~~The birth mother is entitled to~~ **For a parent who takes birthing parent leave,** up to 61 weeks of parental leave, commencing immediately following the end of the maternity ~~birthing parent leave~~ under Article **Clause** 20.1 **(Birthing Parent Leave)**;

(2) All other parents, including adoptive parents, are entitled to up to 62 consecutive weeks of parental leave commencing anytime within 78 weeks of the birth or placement of the child.

~~(c) Where both parents are employees of the Employer, the employees shall determine the apportionment of the parental leave between them.~~

~~(d)~~ **(c)** 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 **consecutive** weeks. ~~The employee's doctor~~ **A medical practitioner or nurse practitioner** or the agency that placed the child must certify that such an additional period of parental leave is required.

20.3 Aggregate Leave

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 20.1 and 20.2 in respect of the birth or adoption of any one child shall not exceed 78 weeks, except as provided under Clause **s 20.1(f) and 20.2(d)(c)**.

20.4 Leave Without Pay

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

20.5 Return from Leave

An employee on ~~maternity~~ **birthing parent** or parental leave pursuant to Clauses 20.1 and 20.2 shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in ~~her~~ **their** former position or where the position no longer exists in a position of equal rank and basic pay. The Employer will discuss the Centre placement with the employee upon ~~her~~ **their** return from leave.

20.6 Benefit Plan

If an employee maintains coverage for benefits plans while on ~~maternity~~ **birthing parent** leave or parental leave, the Employer agrees to pay the Employer's share of these premiums.

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

20.8 Vacation

The employee shall retain vacation credits ~~she~~ **they** had accrued immediately prior to commencing the leave and shall continue to earn vacation entitlement for the period of time covered by the approved leave. In the case of an employee who extends ~~her~~ **their** leave for other than approved medical reasons, vacation entitlement shall 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 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed ~~12 months~~ **52 weeks**. The total combined leaves under Clauses 20.1, 20.2, and 20.9 shall

not exceed ~~24 months~~ **104 weeks**. An employee shall neither lose nor accrue seniority while on extended child care leave.

(b) Employees who are on Extended Child Care leave may remain on the benefit plans as permitted by the terms of the plans. The employee shall pay both the employee and Employer share of the premiums.

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

(d) Upon return from extended child care leave, an employee shall be placed in her **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 maternity **birthing parent and/or** parental leave shall retain the seniority ~~she~~ **they** had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

~~(b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if she does not return to work on the date specified in the notice of return from leave.~~

21.3 Safety Committee

~~(a) The parties agree that an~~ **An** occupational health and safety committee will ~~be established~~ **continue** 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, **and in any event at least once per month,** to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

~~(b) It is agreed that the~~ **The Joint** Labour/Management Committee shall also act as the Occupational Health and Safety Committee. **Despite having the same membership, meetings of the Occupational Health and Safety Committee will be distinct from meetings of the Joint Labour/Management Committee to ensure sufficient focussed attention is given to occupational health and safety (OHS) matters.**

(c) Worker representatives of the Committee will not suffer any loss of pay for the time spent to prepare for or attend a committee meeting or for carrying out any functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted time that is reasonably necessary to prepare for meetings of the committee and to fulfill the other duties and functions of the committee. Where the meeting is held or fulfillment of other duties and functions of the committee must occur outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

(d) All minutes of the Committee will be recorded in a mutually agreed format and copies will be forwarded to the worker representatives of the Committee and the union staff representative.

(e) A worker representative will be entitled to eight hours of annual employer paid leave to attend union sponsored OHS training courses. If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

21.10 Workplace Aggression

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

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

Immediate **defusing**, debriefing and counselling for individuals who have been traumatized will be made available to employees. Where an employee requires time off to attend **defusing or** 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 (WorkSafeBC).

22.1 Definition

"Technological change" shall mean:

- (a) The introduction by the Employer into its work, undertaking, or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, **including automation of work.**
- (b) A change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

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

24.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the union staff representative in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position. **At the time of posting, the Employer will also email the posting to all casual employees who have provided their personal email address.**

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

24.4 Transfers

- (a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the ~~unborn child of a pregnant employee~~ **or their fetus**.
- (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 – **[Employee Investigation]** applies, the Employer shall provide written reasons for permanent transfers, a minimum of 15 days prior to transfer.

24.5 Trial Period

When a vacancy is filled by an existing employee, who has served the probationary period pursuant to Clause 11.8 – **[Probation Period]** **or Clause 30.5 (Probation for Casual Employees)**, the employee shall be confirmed in the new job after a period of three calendar months. In the event the applicant proves unsatisfactory in the position during the trial period, the Employer may, extend the period for a further three months. If the employee is unable to perform the duties of the new job or if the employee, wishes to return to their former position, they shall be returned to their former position and wage/salary rates without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to their former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three months of full-time; but in any event will not exceed six calendar months.

24.8 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, **via the Union**, grieve the decision at Step 3 of the grievance procedure in Article 9 – **[Grievances]** of this agreement within ~~seven~~ **15** days of being notified of the results.

24.10 Temporary Vacancies

- (a) A temporary vacancy is a job vacancy within the bargaining unit wherein a regular employee is on an approved leave of absence under Articles 18, 19, or 20 and is expected to return to their position, **and where the leave is not covered by a current regular employee who works at multiple sites**. The expected date of return may be known or unknown.
- (b) Vacancies of a temporary nature, which exceed or are expected to exceed three months, shall be posted as per Clauses **24.1 and 24.2 (Information in Postings)**. **In addition, the posting will state that the position is temporary until a specified anticipated end date.**
- (c) When a temporary vacancy is filled, the successful applicant shall receive all pay, leaves, and benefits under the collective agreement for the duration of the vacancy. Benefits coverage will be in accordance with the terms of the health and welfare and retirement plans.
- (d) When a temporary vacancy remains unfilled and a casual employee is appointed to fill the vacancy for a minimum of three months, the casual will be paid ~~10.2%~~ **12.6%** in lieu of vacation, statutory holidays, and health and welfare benefits for the duration of the temporary vacancy.

- (e) Temporary vacancies shall not exceed 12 months without the agreement of the Union, or as specifically permitted in this agreement.

25.1 Equal Pay

The Employer shall not discriminate between male and female employees **on the basis of any of the prohibited grounds in employment under the Human Rights Code** 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 **another** person of the other sex is employed for similar or substantially similar work.

25.2 Rate of Pay

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

25.6 Vehicle Allowance

- (a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees who are required to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by their supervisor.
- (c) Where an employee is required to use their automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.
- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class, on submission of documentation of that premium difference certified as correct by the employee's immediate supervisor.
- (e) The vehicle allowance shall be ~~54¢ per kilometre~~ **the BC provincial mileage rate as revised from time to time.**
- (f) No employee shall be required to transport children in their own vehicle.

25.8 Classification Appeal Process

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

If the employee continues to believe that their classification is improper, they may initiate an appeal by filing a grievance, **via the Union**, directly at Step 3 of the grievance procedure as contained in Article 9—**(Grievances)**. 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.

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 – **(Arbitration)**. The parties may agree to select an arbitrator other than those set out on the agreed list for the purpose of obtaining classification expertise.

25.9 Group Registered Retirement Savings Plan

All regular employees, upon successful completion of the ~~probationary period~~ **three months of employment**, shall be enrolled in the plan.

- (a) Employee contributions to the Plan through payroll deduction will be on one of the following bases:
- ~~1% of regular earnings; or *~~
 - 2% of regular earnings; or
 - 3% of regular earnings; **or**
 - **Effective January 1, 2025, 4% of regular earnings.**
- (b) The Employer will match the contributions made by each employee.
- (c) Employees may increase or decrease their contribution levels as noted in (a) above on January 1st of each year by providing at least 30 days' written notice to the Employer.
- (d) Withdrawals are permitted under certain conditions as outlined in the plan and with the approval of the Employer.

~~*The 1% contribution level will be deleted as of January 1, 2022.~~

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

(a) The Employer shall pay ~~a portion of the premium costs, in accordance with the chart below,~~ for all eligible regular employees who work half-time or more, for the following benefit plans:

- ~~(1) Medical Services Plan (MSP)~~
- ~~(2)~~ **(1)** Extended Health Benefits
- ~~(3)~~ **(2)** Dental Plan
- ~~(4)~~ **(3)** Group Term Life
- (4) Dependent Life**
- (5) Accidental Death and Dismemberment
- (6) Long-Term Disability
- (7) Employee and Family Assistance Program (EFAP)**

Employer Monthly Contribution				
	June 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Single	193.02	163.02	163.02	163.02
Couple	364.07	304.07	304.07	304.07
Family	401.03	341.03	341.03	341.03

~~The employee shall pay the remaining portion of the premium costs. The appropriate amount will be deducted from their pay. Any future increases or decreases to premium costs will be shared equally between the Employer and the Employee.~~

(b) All eligible regular full-time and part-time employees shall participate in the plan.

Employees who are on unpaid leave may remain on the benefit plan per the terms of the benefit plan, but must pay both the Employer and the Employee's share of the plan.

(c) In aggregate, the Employer will maintain existing benefit levels.

27.3 Copies of Agreement

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

~~(b) The cover of the agreement shall read as follows:~~

AGREEMENT

between the

VANCOUVER SOCIETY OF CHILDREN'S CENTRES

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

27.4 Personal Duties

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

27.8 Co-op, Practicum and Work Experience Students

Co-op, practicum and work experience students shall act solely in a supernumerary capacity and will not displace or result in the layoff of bargaining unit employees. **Co-op and work experience students may be utilized only with mutual agreement of the Union.** These **Practicum** students shall not be considered employees under this agreement.

27.10 Volunteers

Volunteers will be supernumerary to positions in the bargaining unit. The use of volunteers will not result in a reduction of hours or the layoff of employees in the bargaining unit. Volunteers will not be used to fill or replace existing positions within the bargaining unit.

28.1 Harassment **and Bullying** in the Workplace

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

Protection against harassment **and bullying** extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course of the employment relationship.

28.2 Sexual Harassment Definition

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

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

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

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

(d) Sexual harassment refers to behaviour initiated by ~~both males and females and directed toward members of either sex~~ **persons of any sex or gender and directed toward persons of any sex or gender**.

28.3 Personal Harassment **and Bullying** Definition

(a) Personal harassment **and bullying** means objectionable conduct - either repeated or persistent, or a single serious incident - which an individual would reasonably conclude:

- (1) would result in an employee's humiliation or intimidation; or
- (2) is discriminatory behaviour that causes substantial distress and is based on a person's ~~race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity~~ **protected characteristics under Clause 1.3 (No Discrimination)**.

(b) Reasonable actions of a manager or supervisor relating to the management and direction of employees do not constitute harassment **or bullying**.

28.4 Harassment **and Bullying** Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment **or bullying** may submit a complaint in writing within six months of the latest alleged occurrence directly to the Chief Executive Officer or designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (**A** respondent) shall be given notice of the substance of such a complaint under this article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit their report to the Chief Executive Officer in writing within 30 days of receipt of the complaint **or as soon thereafter as practicable. If the investigation cannot be completed within 30 days, the Employer will inform the Union and provide periodic updates.** The Chief Executive Officer shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The complainant, the respondent, and the union staff representative shall be apprised of the Chief Executive Officer's resolution.
- (d) Both the complainant and the respondent **(if members of the bargaining unit)** shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Chief Executive Officer may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment **or bullying** 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 the Chief Executive Officer's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the respondent;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) Disciplinary action taken against a respondent pursuant to this article ~~shall not form the basis of a grievance~~ **may only be grieved if the complaint has been put to an adjudicator in accordance with (g) above and the disciplinary action imposed by the Employer differs from the adjudicator's determination and/or recommendations under (g) above.**
- (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 article does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint must choose either to direct a complaint under the *BC Human Rights Code* or the process specified above. In either event, a complaint of personal harassment or sexual harassment **or bullying** shall not form the basis of a grievance, **except as specified in (h) above**.

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

ARTICLE 29 - CRIMINAL RECORDS CHECKS

The Employer agrees to the treatment of criminal records checks in accordance with the *Criminal Records Review Act* of BC. **For regular employees, the Employer will pay for the initial cost of criminal records checks that are a condition of employment. For all employees, the Employer will pay for the cost of renewing criminal records checks that are a condition of employment.**

30.4 Casual Vacation and Paid Holidays

Casual employees shall receive ~~8.8%~~ **11.2%** of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.5 Probation for Casual Employees

(a) The Employer may reject a probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.1 – **[Dismissal and Suspension]** of this agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) The probationary period for casual employees shall be ~~three~~ **six** 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.

The probationary period for casual employees shall not exceed nine calendar months in duration, or 12 calendar months where the probation has been extended.

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 – **[Grievances]** of this agreement commencing at Step 3.

30.6 Leaves of Absence

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

(1) for casual employees to seek election in a municipal, **regional district**, provincial, ~~or~~ federal, **or First Nation or other Indigenous government** election for a maximum period of 90 days;

- (2) for casual employees elected to a public or Indigenous government office for a maximum period of five years.
- (b) A casual employee eligible to vote in a federal, provincial, ~~or~~ municipal, regional district or Indigenous government election or a referendum shall have three consecutive clear hours during the hours in which polls are open in which to cast their ballot or longer if specified in the relevant statute.
- (c) In the case of bereavement, casual employees are entitled to leave as per Clause 19.1 – [Bereavement Leave] without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

30.7 Casual - Sick Leave

Casuals will be entitled to sick leave, as applicable, in accordance with the requirements of the Employment Standards Act.

30.8 Availability for Work

A casual employee who is not on an approved leave of absence pursuant to Clause 30.6 (Leaves of Absence) and who fails to provide availability or refuses, cancels or fails to attend work for three consecutive months will be presumed to have abandoned their position. An employee shall be afforded the opportunity within 10 working days to rebut such presumption and demonstrate that there were reasonable grounds for not providing availability or for refusing, cancelling or failing to attend work.

31.1 Term of Agreement

April 1, 2019 2023 to March 31, 2023 2026.

31.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2022 2025, but in any event not later than midnight, ~~December 31, 2022~~ January 1, 2026.
- (b) Where no notice is given by either party prior to December 31, 2022 midnight on January 1, 2026, both parties shall be deemed to have been given notice under this article clause on December 31, 2022 January 1, 2026.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

31.5 Effective Date of Agreement

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

APPENDIX A Salary Schedule

Position	Current July 1, 2018 Hourly \$	Proposed			
		July 1, 2019 Hourly \$	July 1, 2020 Hourly \$	July 1, 2021 Hourly \$	July 1, 2022 Hourly \$
		* 2.25% Increase	2.25% Increase	2.25% Increase	2.25% Increase
Casual - ECE and ECE+		19.00	19.43	19.86	20.31
Casual	18.33	18.33	18.74	19.16	19.60
Clerical	19.26	19.69	20.14	20.59	21.05
Cook	19.11	19.54	19.98	20.43	20.89
School Age Educator	21.18	21.66	22.14	22.64	23.15
Family Place Educator	22.55	23.06	23.58	24.11	24.65
ECE Basic	22.55	23.06	23.58	24.11	24.65
ECE + 1 Certificate	23.27	23.79	24.33	24.88	25.44
Program Supervisor	25.92	26.50	27.10	27.71	28.33
Program Supervisor II	27.26	27.87	28.50	29.14	29.80

**Except for Casual (which remains unchanged) and Casual - ECE and ECE+ which has a new hourly rate.*

Position	Current July 1, 2022 Hourly \$	Adjusted Base Hourly \$	July 15, 2023 Hourly \$ 6.5% Increase	July 15, 2024 Hourly \$ 3% Increase	July 15, 2025 Hourly \$ 3% Increase
Casual - ECE and ECE+	20.31	20.31	21.63	22.28	22.95
Casual	19.60	19.60	20.87	21.50	22.15
Clerical	21.05	22.55	24.02	24.74	25.48
Cook	20.89	22.39	23.85	24.57	25.31
School Age Educator	23.15	23.15	24.65	25.39	26.15
Family Place Educator	24.65	24.65	26.25	27.04	27.85
ECE Basic	24.65	24.65	26.25	27.04	27.85
ECE + 1 Certificate	25.44	25.44	27.09	27.90	28.74
Program Supervisor	28.33	28.33	30.17	31.08	32.01
Program Supervisor II	29.80	31.30	33.33	34.33	35.36

Long-Service Recognition

Effective July 15, 2024, all employees in their 20th or greater year of employment will receive an ongoing long-service recognition premium of 1% of their wage rate, calculated after application of the general wage increase.

Salary Schedule – With Long-Service Recognition Premium Applied		
Position	July 15, 2024	July 15, 2025
	Hourly \$	Hourly \$
	+1%	+1%
Casual - ECE and ECE+	22.50	23.18
Casual	21.72	22.37
Clerical	24.98	25.73
Cook	24.81	25.55
School Age Educator	25.65	26.42
Family Place Educator	27.31	28.13
ECE Basic	27.31	28.13
ECE + 1 Certificate	28.19	29.03
Program Supervisor	31.39	32.33
Program Supervisor II	34.68	35.72

Minimum Wage

Despite the wage grids in Appendix A (Salary Schedule) of this agreement, where any negotiated wage rate does not meet the current minimum wage under the BC Employment Standards Act, as amended from time to time, plus 1.9%, rounded up to the nearest penny, that wage rate will be adjusted to the current minimum wage in effect at that time, plus 1.9%, rounded up to the nearest penny.

This agreed language re. Formatting Standards and Use of Plain-Language Auxiliary Verbs will not appear in the collective agreement. Instead, it will guide the finalization of the renewed agreement. The BCGEU standard formatting template mentioned under Formatting Standards is not included in this ratification document but is available upon request.

The collective agreement will be formatted during finalization of the renewed collective agreement using the BCGEU standard formatting template as appended to this proposal and as below.

All references to a specific article, clause, appendix or appended memorandum, letter and the like will be formatted as follows: Article/Clause/Etc. # (Article/Clause/Etc. Name), e.g., "Article 1 (Preamble)". "Article" will apply to an entire article, e.g., "Article 1 (Preamble)", while "Clause" will apply to any subsidiary part of an article, e.g., "Clause 1.1 (Purpose of Agreement)" or "Clause 1.1(a)".

All article and clause numbering and references to the same will be updated during finalization of the collective agreement to reflect any additions, deletions, or reordering.

Naming and numbering of any memoranda of agreement, memoranda of understanding, letters of agreement, letters of understanding, and the like, appended to this agreement will be standardized and updated during finalization.

The parties may make other formatting changes by mutual agreement during finalization of the collective agreement.

During finalization of the renewed collective agreement, the word "shall" will be replaced with the word "will". "Will" is to be construed as imperative, i.e., this is not a substantive change.