

COLLECTIVE AGREEMENT

between the

GROWING TOGETHER CHILD AND PARENT SOCIETY

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from November 1, 2022 to October 31, 2023

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

1.3 No Discrimination

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

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

1.4 Use of Terms

(a) *Masculine and Feminine*

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

(b) *Singular and Plural*

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

ARTICLE 2 - DEFINITION

Employee Defined

(a) *Full-Time Employees*

A regular 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 that is scheduled to work a minimum of twenty (20) hours per week 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.

(c) *Casual Employees*

An employee who is employed for work which is not of a continuous nature, such as:

- (1) Positions created to carry out special projects of work which are not continuous.
- (2) Temporary positions created to cover employees on vacation, sick leave, educational leave, compassionate leave or other leave. Please refer to Article 28 for further information.

(d) *Supported Child Development Worker*

Supported Child Development Worker is a position that is funded by a private contract, as per MOA #1.

(e) *Immediate Family*

Is defined as an employee's parent, wife, husband, common-law spouse, child, foster child, stepchild 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.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the certificate issued by the Labour Relations Board dated November 1, 2007, except those excluded by mutual agreement of the parties or by the Labour Relations Board.

3.2 Bargaining Agent Recognition

The Employer recognises the B.C. General Employees' Union as the exclusive bargaining agent for all employees, except those excluded by the *Code*, covered by the certification.

3.3 Correspondence

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

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

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

3.4 No Other Agreement

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

3.5 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer shall not discriminate against such stewards for carrying out the duties proper to that position.

(b) A steward, or the employees alternate, must obtain the permission of the employee's immediate supervisor before leaving work to perform the employee's duties as a steward. Leave for this purpose will be without loss of pay. Such permission will not be unreasonably withheld. On resuming the employee's normal duties, the steward shall notify the employee's supervisor.

(c) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.

The duties of stewards shall include:

(a) investigation of complaints;

- (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 recognised as complaints of an urgent nature which require immediate attention;
- (e) attending meetings called by the Employer;
- (f) Where an employee requests steward representation and the Union has determined an appropriate steward is unavailable, a union staff person or local union officer designated by the Union will represent the employee.

3.6 Union Communications

- (a) The Employer will provide a bulletin board for the exclusive use of the Union. The sites will be determined by mutual agreement. The use of the bulletin boards is restricted to the affairs of the Union.
- (b) The parties may, at the local level, agree upon another method of notifying employees of union business.
- (c) Employees who normally use the Employer's computers for work related business can occasionally access the union's websites and an electronic copy of the collective agreement during breaks if it does not unreasonably interfere with the Employer's business.

3.7 Union Insignia

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card to be displayed on the premises.

3.8 Right to Refuse to Cross Picket Lines

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

3.9 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) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) one employee who is a representative 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.

(b) *With Pay*

- (1) to stewards, or their alternatives, to perform their duties pursuant to Article 3.5;
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours;
- (3) one employee who is a representative of the Union on a bargaining committee to attend meetings of the Bargaining Committee.

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

(d) The Employer shall grant, on request, leave of absence without pay:

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

3.10 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.

3.11 Labour Relations Code

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

3.12 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed of its activities through regular union meetings. Union meetings held on employer premises shall not interfere with the operation of the Employer.

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who, on the date of certification, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification shall, as a condition of continued employment, become members of the Union and maintain such membership.
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

(a) An employer 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.

(b) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.

When the Employer submits union dues, they will provide the following information for each employee:

- (1) Social Insurance Number;
- (2) Last name;
- (3) First name;
- (4) Employee address, home phone, cell phone, email address;
- (5) Dues deducted;
- (6) Gross wage for period;
- (7) Job/Position title;
- (8) Service start date
- (9) Full-time, part-time, casual; and
- (10) Work location, address.

(c) Before the fifteenth (15) calendar day of each month the Employer will forward the dues deducted in the previous month, by cheque to the Union, together with a list of the names of employees and amounts deducted.

(d) Upon receipt of a statement signed by the President or their designate stating that the Union has altered its dues check-off amount or has authorized a special deduction, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Article 5(b).

(e) The Employer agrees to include on the employee's T4 slip the amount of union dues and any other amount deemed tax deductible by Revenue Canada paid in the previous calendar year.

(f) The Employer will provide the Union every six (6) months a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 or the ROE form for each of those employees.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) The Employer agrees that the shop steward shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of union membership to acquaint new employees with the facts of the collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Securing and Dues Check-off. The Employer agrees to provide the name, worksite phone number, email address and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area in the same work area as the new employee, the employee's immediate supervisor will introduce the employee to the employee's steward.

(b) The Employer will notify the steward of new employees and of their primary work location within ten (10) days of the start date of the new employee. A union steward will be given an opportunity to interview each new employee within regular hours, without loss of pay, for thirty (30) minutes sometime during the first thirty (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 Union.

ARTICLE 7 - MANAGEMENT RIGHTS

The Union recognizes that it is the Employer's right and duty to exercise the functions of management, to organize the work of the Centre and to direct the employees, except where and to the extent that the terms of the agreement limit or affect that right.

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

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

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

8.2 Union Bargaining Committee

A union bargaining committee shall be appointed by the Union and shall consist of up to three (3) members of the Union, together with the President of the Union or their designate. The Union shall have the right at any time to have the assistance of 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 the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of the union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering, and shall not interfere with the operation of the Centre.
- (c) In order to facilitate the orderly and confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or meeting room.

8.4 Labour/Management Committee

- (a) There shall be established a labour/management committee composed of members equal in number, represented by the Employer and the Union. This committee may call upon additional persons for technical information or advice.
- (b) The Committee shall meet as necessary or at the call of either party, at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union shall be compensated with straight-time pay. Compensation at straight-time pay for work outside the Committee members' regular working hours is limited to a combined total of twenty-four (24) hours per year.

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, 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/or misunderstandings.

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

9.2 Step 1

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

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 9.4, must do so no later than thirty (30) calendar days after the date:

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

9.4 Step 2

- (a) Subject to the time limits in Article 9.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

- (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy required; and
 - (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.
- (b) The immediate supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limits to Reply to Step 2

Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) calendar days of receiving the grievance at Step 2.

9.6 Failure to Act

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

9.7 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 10, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration:

- (a) within thirty (30) days after the Employer's reply is received;
- (b) within thirty (30) days after the Employer's reply was due;
- (c) Once the Employer has been informed of the intention to submit the dispute to arbitration, the parties will exchange particulars and documents that have not already been provided. Where either party believes a document is confidential or private in nature, that party may withhold the document, or produce it subject to mutually-agreed conditions. A good-faith failure to identify and produce a relevant document at this stage does not prejudice a party's subsequent conduct of its case. Nothing in this article precludes a party from obtaining a disclosure order from an appointed arbitrator.

9.8 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.

9.9 Dismissal or Suspension Grievances

In the case of a dispute arising from an employee's dismissal or suspension in excess of ten (10) days, the grievance may be filed directly at arbitration, within thirty (30) days of the date on which the dismissal or suspension occurred, or within thirty (30) days of the employee receiving notice of dismissal or suspension.

9.10 Deviation from Grievance Procedure

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

9.11 Policy Grievance

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

9.12 Technical Objections to Grievances

It is the intent of both parties of the agreement that no grievance shall be defeated merely because of a technical error, other than time limit violations, in processing the grievance through the grievance procedure.

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 thirty (30) days of the receipt of the reply at Step 2, of its desire to submit the difference or allegations to arbitration.

10.2 Appointment of Arbitrator

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

- Joan Gordon
- Bob Pেকেles

Should neither of the arbitrators listed not be available in a timely manner, the parties shall agree to an alternate arbitrator.

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

Should either party disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision. The Arbitrator shall make every effort to provide written clarification within seven (7) days of receipt of the application.

10.6 Expenses of Arbitrator

Each party shall pay one-half (½) 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 Expedited Arbitration

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

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

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

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

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

(d) The Arbitrator shall hear the grievances and shall render a decision within thirty (30) days of such hearings.

(e) Expedited arbitration awards shall be of no precedential value.

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

(g) A grievance determined by either party to fall within one (1) 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 formal arbitration hearing.

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE**11.1 Dismissal and Suspension for Cause**

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

An employee may be dismissed or suspended for cause. All dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension. A copy of the written notice will be forwarded to the President of the Union or the designated staff representative within five (5) working days.

11.2 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 such document placed on the employee's file which might be the basis of disciplinary action.
- (c) At the employee's request, any such document other than official evaluation reports, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, provided there has not been a further infraction.
- (d) 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.

11.3 Performance Review

Where a review of an employee's performance is carried out, the employee shall be given sufficient opportunity after the meeting to read the performance review. The form shall provide for the employee's signature in two (2) places, one (1) indicating that the employee has read and accepts the performance review, and the other indicating that the employee disagrees with the performance review.

The employee shall sign in only one (1) of the places provided. No employee may initiate a grievance regarding the contents of a performance review unless the signature indicates disagreement. An employee shall receive a copy of this performance review at the time of signing. An employee's performance review shall not be changed after an employee has signed it, without the knowledge of the employee. The employee may respond in writing to the performance review. Such response will be attached to the performance review.

11.4 Personnel File

- (a) An employee or the employee's union representative, with the written authority of the employee, shall be entitled to review an employee's personnel file. The Employer will provide copies of the entries as requested. The employee shall give the Employer sufficient notice prior to accessing 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.

11.5 Right to Have Union Representative Present

- (a) An employee shall have the right to have the employees 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 the employee's steward, providing that this does not result in an undue delay of the appropriate action being taken. This article shall not apply to those discussions that are of an operational nature.

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

(c) An employee has the right to select the steward the employee wishes to represent the employee providing that this does not result in an undue delay.

11.6 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for the employee's absence will be presumed to have abandoned the employee's position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

11.7 Probation Period

(a) The probationary period for all employees shall be three (3) months worked or the equivalent number of hours worked based on the normal hours of work of a full-time employee.

(b) The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three (3) months worked, based on the normal hours of work of a full-time employee.

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

(d) Where an employee feels the employee has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this agreement.

11.8 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 the job site during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without loss of pay until the Employer has determined there are valid grounds for imposing discipline.

The Employer will make every effort to complete its investigation within fourteen (14) days. The Employer will notify the President of the Union or the employees designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

ARTICLE 12 - SENIORITY**12.1 Seniority Defined**

- (a) Seniority means an employee's length of service with the Employer. Seniority shall be calculated on the basis of straight-time hours worked and shall include all service with the Employer prior to the signing of this agreement.
- (b) When two (2) or more employees have the same service seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

12.2 Seniority List

- (a) The Employer will prepare and provide to the Union, in September and January of each year, an up-to-date seniority list containing the following pertaining to its regular employees:

- (1) employee's name;
- (2) employee's seniority;
- (3) employee's current classification;
- (4) employee's status (per Article 2 - Employees);
- (5) employee's rate of pay;
- (6) employee's continuous service date.

This seniority list, except rate of pay, will be posted by the Employer at all worksites for thirty (30) days. Any objection to the accuracy of the information contained therein 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 for the duration of that posting period.

The Employer will provide the Union and a union designated employee with a copy of the seniority list upon request.

12.3 Loss of Seniority

An employee shall not accrue seniority when on leave of absence without pay for leave periods over thirty (30) days' duration, or while occupying an excluded position. An employee shall continue to accrue seniority if the employee is 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 the employees seniority only in the event that:

- (a) the employee is discharged for just cause;
- (b) subject to Article 12.5, the employee voluntarily terminates the employees employment or abandons the employees position;
- (c) the employee is on layoff for more than one (1) year;
- (d) upon being notified by the Employer by registered mail at the employees last known address that the employee is recalled from layoff, the employee fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days.

12.4 Re-Employment

An employee who resigns the employee's position and within sixty (60) days is re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other benefits, subject to any benefit 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, stated in writing to the Employer, to care for a dependent child or children, an ill or disabled spouse or an aging parent, and is re-employed, upon application, the employee shall be credited with length of service accumulated at time of resignation for the purpose of benefits based on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of resignation;
- (b) the break in service shall be for no longer than six (6) years;
- (c) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

12.6 Seniority for Change in Status

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

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

Where a regular employee is hired into a position in a program which is subject to seasonal closures, and such closures are identified in job postings and letters of employment, then the employee will only be eligible to bump other employees in accordance with Article 13.3, if the period of layoff exceeds the duration of the seasonal closure by two (2) or more weeks.

13.2 Pre-Layoff Canvass

- (a) Before a layoff occurs, the Employer may consult with the Union to discuss lessening disruption to both clients and employees.
- (b) Prior to the layoff of regular employees under Article 13.3, the Employer shall canvass employees in order to invite:
 - (1) placement on the casual call-in and recall lists with no loss of seniority; or
 - (2) other voluntary options, as agreed to by the Union and the Employer. 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.

13.3 Layoff

Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a layoff, the following shall apply:

- (a) employees shall be laid off by classification in the reverse order of seniority;

(b) an employee designated for layoff will have the right to bump into another position, either full or part-time, within the bargaining unit for which the employee is qualified, according to the amount of the employee's seniority, however this shall not result in a promotion.

13.4 Recall

(a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by certified mail. Employees must accept recall within five (5) days of receipt of the certified mail.

(b) The recall period shall be one (1) year.

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

13.5 Reduction in Hours

(a) Reduction in hours shall be implemented in the reverse order of seniority, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.

(b) Any regular employee offered a reduction of hours shall be given two (2) weeks' notice of the reduction.

13.6 Advance Notice

The Employer shall 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 (1) weeks' notice and/or pay in lieu of notice after three (3) consecutive months of employment; or

(b) Two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or

(c) Three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice;

(d) The foregoing do not apply to regular seasonal closures during summer, spring and winter breaks.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

For the purpose of this article, "day" means a twenty-four (24) hour period commencing at 00:01 hours; "week" means a period of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours the following Sunday.

14.2 Hours of Work

(a) Regular full-time hours of work shall be forty (40) hours per week, inclusive of a one-half (½) hour paid meal break each day.

(b) Notwithstanding (a) above, shifts will be extended by one-half (½) hour on a rotating basis each day to accommodate the 8:00 a.m. opening time.

Employees shall have the option of receiving straight-time pay or compensatory time off for the additional one-half (½) hour worked, to be taken at a time mutually agreed upon by the employee and Employer.

14.3 Rest Periods and Meal Breaks

- (a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, provided the staff to child ratio can be maintained.
- (b) Employees working a shift of four (4) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift provided the staff to child ratio can be maintained.
- (c) Rest periods shall be taken without loss of pay to the employee.

14.4 Minimum Hours

Where a casual employee is called to work but is informed on arrival at the worksite the employee will not be required to work that shift, the employee is entitled to a minimum of two (2) hours' pay.

Where a casual employee is called to work, begins the employee's duties and is subsequently informed the employee will not be required to work the full shift, the employee is entitled to a minimum of four (4) hours' pay.

14.5 Notice of New Shift Schedules

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

14.6 Job Sharing

Job sharing shall be defined as a voluntary work arrangement whereby the duties and responsibilities of one (1) full-time position may be shared in a manner that would accommodate two (2) employees. Any job sharing arrangement shall be in writing and signed by the employees and the Employer. Any job sharing arrangement will not result in added costs to the Employer.

14.7 Application Process

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

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

14.8 Number of Employees

The Union and the Employer agree that no more than one (1) position in each room shall be covered by a job sharing agreement at any one time.

No more than two (2) employees may share one (1) full-time position.

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

14.9 Employee Wages and Benefits

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

14.10 Layoff and Recall

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

- (a) where the two (2) employees involved in the Job Sharing Agreement are junior to the person exercising the employees rights under Article 13, then the senior employee shall be placed in the position;
- (b) where the employee exercising the employees rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising the employees rights under Article 13 may choose to replace the junior employee;
- (c) where an employee covered by this Memorandum of Understanding has been displaced pursuant to Article 13 of the collective agreement, the employee shall have the full rights as provided for under Article 13.

14.11 Seniority

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

14.12 Termination

- (a) If one (1) job sharing partner vacates the job sharing arrangement for any reason, then the vacancy shall be posted as a job sharing position and filled in accordance with Article 24 of the collective agreement unless the remaining job sharing partner requests a full-time position.
- (b) If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing arrangement is terminated, the remaining job sharing partner shall be required to assume the full-time responsibilities in order to retain the employee's job status.
- (c) Notwithstanding the foregoing, the Employer may terminate a job sharing arrangement on any other reasonable ground by giving sixty (60) days written notice which will include the reason or reasons for the termination.

14.13 Additional Hours for Part-Time Employees

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

14.14 Board Meetings

- (a) All employees are welcome to attend regular Board meetings, other than in-camera sessions.
- (b) One (1) employee may be designated by the bargaining unit to attend a regular Board meeting, other than an in-camera session, and that employee shall receive compensatory time off at straight-time rates in lieu of any time exceeding regular full-time hours, to be taken at a time to be mutually agreed upon by the employee and the Employer.
- (c) Employees required to attend Board meetings shall be compensated in accordance with Article 15, should meetings exceed regular full-time hours.
- (d) Employees who attend the yearly AGM, will receive one (1) hour in compensary time off at straight-time rates to attend the AGM.

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 the employees 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 (1½x) the straight-time rate.
- (d) "*Double-time*" means twice (2x) the straight-time rate.

15.2 Authorization and Application of Overtime

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

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 fifteen (15) minute increments; however, employees shall not be entitled to any compensation for overtime of less than five (5) minutes per day.

15.4 Recording of Overtime

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

15.5 Sharing of Overtime

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

15.6 Overtime Compensation

- (a) Overtime worked shall be compensated at, with the exception of Article 14.2(b), time and one-half (1½x) for all hours worked in excess of regularly scheduled full-time hours of work.
- (b) Every employee who is required to work overtime shall, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.
- (c) Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which the employee 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, understanding that no extra cost will be incurred by the Employer (i.e. no substitute required).
- (d) An employee required to attend a staff meeting shall receive compensatory time off at straight-time rates in lieu of any time exceeding regular full-time hours, to be taken at a time mutually agreed upon by the employee and the Employer.
- (e) Any outstanding banked hours as of June 30 shall be paid out. No overtime or banked hours will be carried over to the next school year.

15.7 Right to Refuse Overtime

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

15.8 Overtime for Part-Time Employees

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

15.9 No Layoff to Compensate for Overtime

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

ARTICLE 16 - HOLIDAYS

16.1 Paid Holiday

- (a) The Employer recognizes the following as paid holidays if the employee works or is paid for fifteen (15) out of the previous thirty (30) days of work prior to the holiday:

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

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

16.2 Holiday Falling on Saturday or Sunday

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

16.3 Holiday Falling on a Day of Rest

When a designated holiday falls on the scheduled day off of an employee, the employee shall be granted the equivalent time off with pay, to be prorated accordingly for part-time employees.

16.4 Holiday Falling on a Workday

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of time and one-half (1½x) for the hours worked plus a day off in lieu of the holiday.

16.5 Holiday Coinciding With a Day of Vacation

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

16.6 Paid Holiday Pay

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

16.7 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. When two (2) 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 utilise or reschedule unused vacation, lieu days, or banked overtime (compensating time off).

ARTICLE 17 - VACATION**17.1 Calendar Year**

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

17.2 Vacation for the First Incomplete Year

Employees in their first incomplete year of employment shall earn one and one-quarter (1¼) vacation days for each month in which they earn a minimum of ten (10) days' pay.

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:

(1)	One (1) year's continuous service	fifteen (15) workdays
(2)	Two (2) years' continuous service	fifteen (15) workdays
(3)	Three (3) years' continuous service	sixteen (16) workdays
(4)	Four (4) years' continuous service	seventeen (17) workdays
(5)	Five (5) years' continuous service	eighteen (18) workdays
(6)	Six (6) years' continuous service	nineteen (19) workdays
(7)	Seven (7) years' continuous service	twenty-two (22) workdays
(8)	Eight (8) years' continuous service	twenty-three (23) workdays
(9)	Nine (9) years' continuous service	twenty-four (24) workdays
(10)	Ten (10) years' continuous service	twenty-five (25) workdays
(11)	Eleven (11) years' continuous service	twenty-six (26) workdays
(12)	Twelve (12) years' continuous service	twenty-seven (27) workdays
(13)	Thirteen (13) years' continuous service and thereafter	twenty-eight (28) workdays

- (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) All or a portion of each regular employee's yearly vacation entitlement shall be pre-scheduled to coincide with Christmas and Spring Breaks. Employees will submit their vacation requests to the supervisor on or before:

- (1) November 1st for the period January 1st through April 30th
- (2) March 1st for the period May 1st through December 31st

The employer will approve the vacation schedules within two weeks of the closing dates for vacation requests. Employees will have a further two weeks to raise any concerns with the Employer about any vacation that may not have been scheduled by seniority.

Vacation requests submitted after the above closing dates will be considered on a first come, first served basis, provided such requests do not interfere with vacations approved in (a) above. The Employer will provide a written response within two weeks of the request and will make every effort to approve the request provided it does not unreasonably interfere with the operation of the Employer.

- (b) All or a portion of each regular employee's yearly vacation entitlement shall be pre-scheduled to coincide with Christmas and Spring Breaks.

17.5 Carryover Vacation

Up to five (5) days of the vacation entitlement may be deferred until the next year with prior written approval.

17.6 Approved Leave of Absence with Pay during Vacation

When an employee is qualified for bereavement leave or sick leave with pay during the employee's vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, this article shall only apply when the period of illness or injury is in excess of two (2) days and a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

17.7 Vacation Credits upon Death

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

17.8 Vacation Add-to-Pay

Regular employees shall have the option to receive their vacation entitlement as an add-to-pay on their semi-monthly paycheques at the applicable percentage rate. Employees must notify the Employer, in writing, prior to the first pay period in September should they elect this option. Vacation add-to-pay will subsequently remain in effect until the first pay period in September of the following year.

17.9 Vacation Entitlement Prior to Ratification

As a result of the implementation of this article, no employee hired on or before the date of ratification shall experience a reduction to their previous vacation entitlement. Such employees shall maintain their previous entitlement until they qualify for the applicable increment, pursuant to Article 17.3.

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

- (a) A regular full-time employee shall earn paid sick leave at the rate of one and one-half (1½) 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 sixty (60) days. There shall be no payout on sick leave.
- (c) Sick leave may be used for medical and dental appointments.
- (d) Sick leave may be used in case of illness of immediate family members of the employee.
- (e) The Employer may require a medical certificate.

18.2 Sick Leave Credit

All employees shall be able to draw on a block of nine (9) days' sick leave when they commence employment. If all or part of this block of sick leave is used, it will be paid back as sick leave is accumulated. If an employee ceases employment and has a negative balance in sick leave credit, this amount will be deducted from the employee's final paycheck.

18.3 Employee to Inform Employer

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

18.4 Sick Leave Records

Upon request an employee shall be advised in writing of the balance of the employee's sick leave credits used to date and the balance remaining.

18.5 Workers' Compensation Board Claim

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

(a) *Reimbursement to Employer*

The employee shall pay to the Employer any amount received from loss of wages in settlement of any claim.

(b) *Benefit Entitlement*

When an employee is on a WCB claim, all benefits of the agreement will continue to accrue. However, an employee off work on a WCB claim shall receive wages and benefits equalling, but not exceeding, their normal entitlement had they not suffered a compensable injury. Statutory holidays and vacations will not accrue during the period of WCB claims. However, unused vacation credits accrued in previous years shall not be lost as a result of this article.

(c) *Continuation of Employment*

Employees who qualify for Workers' Compensation coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

ARTICLE 19 - SPECIAL AND OTHER LEAVES

19.1 Bereavement Leave

In the case of bereavement in the immediate family, a regular employee not on leave of absence without pay shall be entitled to special leave, at the employee's 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 three (3) working days up to an additional two (2) days without loss of pay may be added for travel.

For the purpose of this article immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, stepchild, grandchild, brother, sister, father-in-law, mother-in-law 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.

In the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral. 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.

19.2 Special Leave

An employee may be granted special leave with pay for:

- (a) Marriage of employee or employee's child one (1) day
- (b) Attend a formal hearing to become a Canadian citizen one (1) day
- (c) Attend a funeral, celebration of life or celebration related to a passing ... one (1) day
- (d) Serious household or domestic emergency..... two (2) days

19.3 Full-Time Union or Public Duties

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

- (a) For employees seeking election in a municipal, provincial, federal election, First Nation or other Aboriginal election for a maximum of ninety (90) days;
- (b) For employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one (1) year (such leave will be renewed upon request by the Union);
- (c) For employees elected to public office for a maximum period of five (5) years;
- (d) For an employee elected to the position of President or Treasurer of B.C. General Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

19.4 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of the employee's regular earnings while serving at court shall remit to the Employer all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Employer.

- (d) In the event an accused is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise the employee's supervisor as soon as the employee is aware that such leave is required.

19.5 Leave for Taking Courses

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

19.6 General Leave

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

19.7 Elections

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

19.8 Compassionate Care Leave

An employee who has been approved for Employment Insurance Compassionate Care Benefits will be approved for an unpaid leave of absence.

Employees waiting for approval of Employment Insurance Compassionate Care Benefits may be granted general leave as per Article 19.6 (General Leave).

ARTICLE 20 - MATERNITY AND PARENTAL LEAVE

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

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

20.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no later than seventeen (17) weeks after the leave begins.

- (c) A request for shorter period under Article 20.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates the employee intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that the employee is able to perform the employee's duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six (6) months for health reasons where a qualified medical practitioner's certificate is presented.

20.2 Parental Leave

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
 - (1) in the case of the birth mother, up to sixty-one (61) consecutive weeks commencing immediately following the end of the maternity leave under Article 20 (Maternity and Parental Leave),
 - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the birth of the child,
 - (3) in the case of an adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

20.3 Leave without Pay

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

20.4 Aggregate Leave

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

20.5 Return from Leave

- (a) On return from leave, an employee will be placed in the employee's former position.
- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 22.1 (Maternity Leave) or Article 22.2 (Parental Leave).

20.6 Benefit Plan

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

20.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority the employee had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one (1) month prior to the expiration of the leave of the employee's intent to return to the employee's position unless notice is provided pursuant Article 20.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which the employees leave commenced if notice is not given or the employee does not return to work.

20.8 Sick Leave Credits

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

20.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 20.1 (Maternity Leave) and 20.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one (1) year.

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

An employee on extended child care leave will provide the Employer with at least one (1) month's written notice of return from such leave.

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

ARTICLE 21 - HEALTH AND SAFETY

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. First aid attendants, kits and equipment will be supplied in accordance with this section.

21.2 Working Environment

A safe and clean working environment is essential in order to carry out work assignments. The Employer will provide health and safety orientation before a new or young worker carries out their first shift.

The Employer will provide health and safety orientation or in-service which is necessary for safe techniques for lifting and supporting clients/residents, the safe performance of work, the safe use of equipment, and the safe handling of materials and products. The Employer will also make readily available information, manuals and procedures for these purposes.

In accordance with Section 5 of the Occupational Health and Safety Regulation, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS 2015 with the full implementation of this system as soon as possible. The Employer commits to the use of environmentally friendly products.

21.3 Mental Health

The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policy, guidelines and regulations pertaining to the promotion of mental health. The Employer will support the provision of education and training in Mental Health First aid for the health and safety representatives including stewards and members of the joint labour management committee. The course will be provided at the Employer's expense and participants shall be given leave to attend with full pay, benefits and without loss of seniority.

In keeping with this objective, the Employer agrees to support a joint working committee to adopt and implement the Canadian Standard CAN/CSA-Z1003-13. The working committee will undertake required analysis and develop a plan for implementation of the standard, starting on date of ratification. It is the expectation that, when creating this plan, the Employer will consult extensively with the Union.

21.4 Joint Health and Safety Committee

- (a) The parties agree to participate in developing a program to reduce risk of occupational injury or illness. Policies and procedures relating to health and safety will be recommended by the Committee for implementation by the Employer.
- (b) The Committee will meet at least once per month or at the call of either party to make recommendations on hazardous, dangerous or unsafe conditions including workload.
- (c) The Committee will carry out all the functions and duties as per Part 3, Division 4, Section 130 of the *Workers Compensation Act*.

Each worksite will have a Joint Health and Safety Committee and membership will be as follows:

- (1) the Committee will be comprised of a minimum of two (2) worker representatives appointed by the Union and two (2) employer representatives appointed by the Employer. In no case will the Employer's members outnumber those of the Union. Worker representative alternates will also be appointed to the Committee by the Union and will be afforded the same rights and responsibilities as a regular member of the Committee.
- (2) a worker co-chair will be elected from the worker representatives of the Committee and the employer co-chair will be appointed by the Employer.
- (d) Worker representatives of the Committee shall 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 two (2) hours to meet together to prepare for

each committee meeting. Where the meeting is held outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in section 130 of the *Workers Compensation Act*. The Employer will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.

(e) 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.

(f) A worker representative will be entitled to annual employer paid leave to attend union sponsored occupational health and safety 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.

(g) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one (1) day of paid education leave, in addition to that required by law, during the first six (6) months in which they serve on the Committee for the purposes of attending Committee Orientation training courses conducted by the union.

Where worksites exist with less than five (5) employees working there, a worker representative from each such worksite will attend meetings of the Committee. This representative will be appointed by the Union as per section 128 of the *Act*. Meetings will be held on a monthly basis. The worker representatives have the same duties and functions as a joint committee member.

21.5 Strain Injury Prevention

(a) The parties agree that there is a shared interest in minimizing and/or eliminating musculoskeletal strain injuries or illnesses which are work related.

(b) Local Occupational Health and Safety Committees (or union and employer designated safety representatives) shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:

- (1) the work methods and practices;
- (2) the layout and condition of the workplace and workstation;
- (3) the characteristics of objects or equipment handled;
- (4) the environmental conditions;
- (5) the physical and psychological demands of work;
- (6) in a manner consistent with WCB regulation, policy and guidelines and developed by the Joint Occupational Health and Safety Committee.

(c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek the appropriate advice with respect to the risk factors noted in (b). Such advice will be sought from resources which will include the joint occupational health and safety committee or worker health and safety representatives.

21.6 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly scheduled workday, they shall receive the applicable overtime rate of pay for the duration of the examination plus travel time upon proceeding directly to and from the examination.

21.7 Unsafe Work

- (a) An employee may exercise their right to refuse to do unsafe work pursuant to Section 3.12 of the Occupational Health and Safety Regulation outlined in Information Appendix B.
- (b) An employee must not be subject to discriminatory or disciplinary action pursuant to Section 3.13(1) of the Occupational Health and Safety Regulations outlined in Information Appendix B and Part 3, Division 6 of the *Workers Compensation Act*.

21.8 Workplace Violence/Aggressive Conduct

The Employer will take all reasonable steps to eliminate, reduce or minimize threats to the safety of employees. Employees will receive training at the Employer's expense in recognizing and handling such threats to safety. The Employer will use the joint union training on the prevention of violence.

The Committee will be consulted to determine the applicable physical and procedural measures that will be implemented. An employee serving clients in the community shall have the right to request backup to attend where there is reasonable cause to expect a violent situation and will have access to appropriate communication equipment.

The Employer will provide the employee with pertinent information on clients with the potential of violence, 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 critical incident defusing, debriefing support and, where deemed appropriate by a qualified medical practitioner, post traumatic counselling for individuals who have been exposed to violence of an unusual nature, including but not limited to physical or psychological violence, death of colleague or client death or a series of such incidents. Appropriate resources will be made available to employees as soon as possible by qualified outside practitioners. Where an employee requires time off to attend critical incident defusing, debriefing or post traumatic counselling, it will be without loss of pay or benefits.

At the request of an employee who may be exposed to violence, physical aggression or verbal abuse, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within ten (10) days.

Where repeated incidents of violence occur, including physical aggression or verbal abuse, the Committee, after review of the circumstances, may request a review by WorkSafeBC.

Where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available.

An employee in need of assistance may call the WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information at all worksites.

21.9 Domestic Violence

The Employer agrees they have a legal responsibility to protect workers from all forms of violence in the workplace including domestic violence that could impact employees in the workplace. As such, policies and safe work procedures will be developed to increase employee awareness, education and training in the prevention of injury or illness from domestic violence.

21.10 Investigation of Incidents

(a) Pursuant to the *Workers Compensation Act*, Part 3, Division 10 governing Accident Reporting and Investigation, all accidents/incidents shall be jointly investigated by at least one (1) worker representative and one (1) employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

The designated worker representative shall be released from their regular duties to participate in the investigation. The Employer will reassign the work that would have otherwise been performed by the worker representative for the duration of the investigation. This may include replacement of the employee. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

A preliminary investigation will be completed within forty-eight (48) hours and a preliminary and corrective action report will be posted and provided to the Committee. The full investigation will be completed within thirty (30) days with the full investigation and corrective action report submitted on a mutually agreed accident/incident investigation form. Copies will be sent to the Workers' Compensation Board, Occupational Health and Safety Committee, each employer representative and each worker representative.

(b) If the Employer's representative is a member of the bargaining unit, nothing in this clause restricts the right of the Employer to require their representative in (a) above to complete other reports related to the accident under investigation.

(c) In the event of a fatality the Employer shall immediately notify the Union President, or designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

21.11 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 the employees shift.

21.12 Transportation of Accident Victims

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

21.13 Employee Check-in

Check-in procedures will be implemented to ensure the safety of all employees who work alone or in isolation where assistance would not be readily available to the worker.

Before a worker is assigned to work alone or in isolation, the Employer must identify any hazards and assess the risk to the worker and eliminate or minimize the risk from the hazard. The Employer must

develop and implement a written procedure for checking the well-being of a worker assigned to work alone or in isolation.

The procedure must include the time interval between checks and the procedure to follow in the event the worker cannot be contacted, including provisions for emergency rescue. A person must be designated to establish contact with the worker at predetermined intervals and the results must be recorded by the person. A check at the end of the work shift must be done.

The procedure(s) must be developed in consultation with the Committee and the worker assigned to work alone or in isolation.

21.14 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person, and/or possessions of a person, with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a client or resident with a communicable disease or parasitic infestation, the Employer will inform the primary care givers 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, 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 loss of pay for any scheduled shifts during the twenty-four (24) hour period immediately following the detection to deal with personal matters arising from the exposure and will be provided with an appropriate treatment.
- (e) The Employer will, in consultation with the Committee, develop and implement measures necessary for the establishment of a work environment to prevent acquisition and transmission of a communicable disease.

Measures will include but are not limited to:

- (1) Preventative protocol measure including education, hygiene, protective equipment/apparel and vaccinations;
- (2) Post-exposure protocols.
- (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.

21.15 Protective Clothing and Supplies

The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

ARTICLE 22 - HARASSMENT IN THE WORKPLACE

22.1 Harassment in the Workplace

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

22.2 Personal and Psychological Harassment Definition

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

22.3 Sexual Harassment Definition

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- (1) touching, patting or other physical contact;
 - (2) leering, staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats;
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

22.4 Harassment Complaints

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

- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if the employee is a member of the Union) have the right to union representation.
- (d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

22.5 Harassment Complaints Procedure

- (a) An employee who wishes to pursue a concern arising from alleged Harassment may submit a complaint in writing, within six (6) months of the latest alleged occurrence, through the Union or directly to the General Manager or their designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (b) When the Employer has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within fifteen (15) days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. If the complainant and/or respondent is a member of the bargaining unit the employee shall be given the option of having union representation present at any meeting held to investigate the complaint.
- (c) The Employer shall investigate the complaint and shall submit a report to the General Manager in writing within thirty (30) days of receipt of the complaint. The General Manager shall, within thirty (30) days of receipt of the report, give such orders as may be necessary to resolve the issue.
- (d) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 9.
- (e) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where the Harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with the employees consent.

22.6 Arbitrator

- (a) Where either party to the proceeding is not satisfied with the General Manager's response under 22.5(c) above, the complaint will, within thirty (30) days of that response, be put before an arbitrator.

Where no response under 22.5(c) above is provided within sixty (60) days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
- (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and

- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of General Manager or the Arbitrator.
- (c) The Arbitrator chosen will be the Arbitrator from the list as per Article 10.2 that has the earliest available date that is at least fourteen (14) days after the date of referral.

22.7 Anti-Bullying

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

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES**24.1 Job Postings**

Notice of all open permanent positions shall be posted for five (5) working days at the place of employment. A copy of such notices shall be forwarded to the Union. Appointment may be made on a temporary basis until a permanent selection can be made.

24.2 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills and the wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

24.3 Appointment Policy

Priority of selection of candidates for posted vacancies shall be based on skills, knowledge, ability, experience and seniority, each factor being afforded equal weight. Where the sum of such factors is equal, the employee with the greater bargaining unit seniority shall be awarded the position.

24.4 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be posted. The Union shall be notified of all appointments.

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

24.5 Right to Grieve

Where an employee feels that the employee has been aggrieved by a decision of the Employer related to promotion or demotion, the employee may grieve the decision pursuant to the grievance procedure in Article 9 of this agreement.

24.6 Vacation Letters

Employees who will be absent from duty on vacation, for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the vacation.

24.7 Temporary Vacancies

- (a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Article 24.1.
- (b) Temporary vacancies shall not exceed twelve (12) months without the agreement of the Union.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**25.1 Rate of Pay**

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

Employees will receive payment of wages through direct deposit.

25.2 Substitution Pay

When an employee is temporarily required to accept the responsibilities and carry out the principal duties of a position covered by this agreement which is of a higher classification to the position the employee normally holds, the employee shall be paid at the senior rate after two (2) consecutive full-time weeks.

25.3 Pay on Temporary Assignment

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

25.4 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 the employee's supervisor.
- (c) Where an employee is required to use the employee's 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 fifty cents (50¢) per kilometre.

25.5 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 in the salary range which is the closest step to 8% above the employees previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new salary range.

25.6 Registered Retirement Savings Plan

Effective November 1, 2010, the Employer will contribute fifty dollars (\$50) per month into a registered retirement savings plan, ten (10) months per year, for the duration of the collective agreement for full-time employees. Regular part-time employees, who work twenty (20) hours or more as per Article 2 (b), will receive the Employer's contribution on a prorated basis.

25.7 Clothing Allowance

In September of each year, each employee will receive one hundred dollars (\$100) for the purchase of uniforms, shoes, boots and/or rain gear.

25.8 Snow Days/or School Closures

In the event of a school district closure due to weather conditions or unforeseen school closures (i.e. power outages), employees will continue to earn their wages as if at work for the duration of the school district closure.

25.9 Meal Allowance

Employees on the Employer's business away from their worksite or out of their region and with the preapproval of the Employer will be entitled to reimbursement for meal expenses incurred to the maximum set out below. Receipts to be provided.

Breakfast	\$10.56
Lunch	\$12.25
Dinner	\$21.25

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

Regular employees may choose either of the following Health and Welfare Benefits upon completion of six (6) months' full-time hours, as per Article 2 and Article 11.7:

(a) A five hundred dollar (\$500) reimbursement plan for qualified regular full-time and regular part-time employees on a prorated basis, their spouses and dependents, as per Article 2 for the period of September to June each year.

(1) Employees will be reimbursed for expenses incurred by employee, spouse and dependents, for the period of September to June each year with no carryover.

(2) The following expenses qualify for reimbursement, and any expenses reasonably related to health and welfare, on submission of receipts to the maximum amount:

- (i) Eye exams
- (ii) Prescription glasses
- (iii) Dental checkup, cleaning, cavities, x-rays, etc.
- (iv) Prescription drugs
- (v) Licensed Physiotherapist
- (vi) Registered Massage Therapist
- (vii) Licensed Chiropractor
- (viii) Podiatrist
- (ix) Qualified Acupuncturist
- (x) Audiologist
- (xi) Naturopath
- (xii) Orthopedics
- (xiii) Counselling
- (xiv) Hearing Aids
- (xv) Medical approved Braces / Orthodontics
- (xvi) Other requests considered by Employer

or,

(b) The Employer will provide an Early Childhood Educators of BC (ECEBC) Group Benefits Program. The employer and employee will pay 50% each of the monthly premiums. Employees will have the option to add partners and dependents to the ECEBC Plan at the full 100% of the monthly premium of the plan paid by the employee.

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

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

27.2 Indemnity

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

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

27.3 Copies of Agreement

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and the employee's 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
GROWING TOGETHER CHILD AND PARENT SOCIETY
and the
B.C. GENERAL EMPLOYEES' UNION

27.4 Client Confidentiality

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

27.5 Administration of Medication

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

27.6 Staff Confidentiality

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

27.7 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.

27.8 Job Descriptions

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

ARTICLE 28 - CRIMINAL RECORDS CHECKS

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

ARTICLE 29 - CASUAL EMPLOYEES

29.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences of regular employees. These periods shall not exceed three (3) months without the agreement of the Union.

Casual employees will be considered in-service applicants, after completion of their probationary period when applying for vacancies.

29.2 Seniority

- (a) The Employer shall maintain a seniority list of casual employees which shall be supplied to the union board.
- (b) Casual employees shall accumulate seniority retroactive to their start date after having worked the equivalent of thirty (30) days of full-time hours. Seniority shall accumulate on the basis of all straight-time hours worked.
- (c) Upon return to work from receiving WCB, casual employees will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.
- (d) When a casual employee is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority. In such cases casual employees may be required to serve a probationary period however the Employer may choose to waive the probationary period.

29.3 Call-in Procedures

Qualified casual employees shall be called for available work in the order of their seniority.

29.4 Casual Vacation and Paid Holidays

Casual employees shall receive 10.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

29.5 Leaves of Absence

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
 - (1) for casual employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
 - (2) for casual employees elected to a public office for a maximum period of five (5) years.
- (b) A casual employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which polls are open in which to cast the employees ballot.
- (c) In the case of bereavement, casual employees are entitled to leave as per Article 19.1 without pay.

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

29.6 Application of Agreement

Except as otherwise noted, the provisions of Articles 12, 13, 16, 17, 18, 19, 24 and 25 do not apply to casual employees.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Term of Agreement

November 1, 2022 to October 31, 2023.

30.2 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 June 30, 2023 but in any event not later than midnight, July 31, 2023.
- (b) Where no notice is given by either party prior to July 31, 2023, both parties shall be deemed to have been given notice under this article on July 31, 2023.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

30.3 Commencement of Bargaining

Where a party to this agreement has given notice under Article 29.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

30.4 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.

30.5 Effective Date of Agreement

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

30.6 Agreement to Continue in Force

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

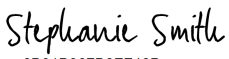
30.7 Final Agreement

The parties agree that the BCGEU will prepare the collective agreement in draft form and in final format for the parties to sign off. The process to finalize the collective agreement as is follows:

- (a) The Union will submit to the Employer a draft for proofing within one (1) month of the ratification of the collective agreement.


- (b) The Employer will submit to the Union all its amendments to the draft agreement within one (1) month of receiving the draft from the Union.
- (c) The BCGEU will prepare two (2) copies of the collective agreement for signature by the Employer, bargaining committee and Union Representative.
- (d) Upon completion of the signing process, the two (2) original copies will be sent to the President of BCGEU for signature.
- (e) Once all parties have completed signatures, one (1) original copy will be sent to the Employer.
- (f) The Employer agrees to copy a collective agreement for each employee.

**SIGNED ON BEHALF OF
THE UNION:**

DocuSigned by:

6B01B367B8FF46D...
Stephanie Smith
President

DocuSigned by:


53F74E7BA983478...
Lori Hamilton
Bargaining Committee Member


DocuSigned by:

622294E0C6ED458...
Brittany Horn
Bargaining Committee Member

DocuSigned by:

D368ACD66EEF41E...
Kim Shelley
Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

DocuSigned by:

027FCE17A50940E...
Lorrie Bell-Wiles
Board Member

DocuSigned by:

5AC2F6C50D2A4CA...
Laura Court
Executive Director

Date: December 5, 2022

APPENDIX A
Salary Schedule

Classification		Current	Nov 1,2022 Increase of \$1.25/hour
Senior ECE	Step 1	21.53	22.78
	Step 2	23.56	24.81
	Step 3	24.97	26.22
	Step 4	26.21	27.46
ECE - Infant & Toddler	Step 1	20.40	21.65
	Step 2	21.84	23.09
	Step 3	22.62	23.87
	Step 4	23.71	24.96
ECE	Step 1	19.13	20.38
	Step 2	19.81	21.06
	Step 3	21.21	22.46
	Step 4	22.26	23.51
Support/Float/ECEA/ Kitchen Cook	Step 1	17.04	18.29
	Step 2	17.98	19.23
	Step 3	18.89	20.14
	Step 4	19.81	21.06

Employees shall move to the next step of their classification upon completion of eighteen hundred twenty hours (1820) for each step:

- Step 1 1 - 1820
- Step 2 1821 - 3640
- Step 3 3641 - 5460
- Step 4 5461 - 7280

The Employer can place a new employee at any rate or step on the wage scale.

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

Movement to the next step on Appendix A will, in all cases, require the completion of the total number of hours for the next step.

Term "*hours*" means:

- hours worked by the employee
- hours of paid vacation
- paid holidays
- paid union leave up to twenty (20) days per year

MEMORANDUM OF AGREEMENT #1
Supported Child Development Worker

Supported Child Development Worker classification is a private contract that is done on a short-term basis.

The position is responsible to provide assistance to one (1) or more children with special needs.

The wage is based on outside funding and qualifications *as per the contract* which includes in lieu of benefits a wage rate no lower than eighteen dollars and thirty-one cents (\$18.31).

The contract can be cancelled at any time by the contractor, *with notice* given to the SCD Worker.

Notwithstanding Article 13 the SCD Worker will maintain seniority for their classification.

If the funding of the contract ends, or is cancelled, the SCD employee will be laid off and recalled according to overall seniority in their classification when a position becomes available in their classification and if they are qualified and are able to perform the duties of the new contract.

SCD employees maintain seniority in their classification as per Article 12 and Article 19.8. If the SCD is a successful candidate for a regular position, their seniority hours and start date will be ported to their new position upon completion of probation.

Except otherwise noted, the provisions of the following articles do not apply, Articles 3.9, 16, 17, 18, 19, 24, 25 and 28.

MEMORANDUM OF AGREEMENT #2
Summer Leave without Pay for Employees Hired Before September 1, 2022

Growing Together was formally a ten (10) month a year employer, as such, current employees were hired on a (ten) 10 month per year basis. As of January 2023, Growing Together will provide services twelve (12) months a year.

Therefore, employees hired prior to September 1, 2022 can apply for leaves without pay for the months of July and August before January 31, 2022 each year. Leaves will be granted by seniority and the employer will make every effort to grant leaves without pay requests. Extraordinary request will be considered.