

COLLECTIVE AGREEMENT

between the

VANCOUVER SOCIETY OF CHILDREN'S CENTRES

and the

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

Effective from April 1, 2023 to March 31, 2026

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

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

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

1.2 Future Legislation

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

1.3 No Discrimination

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

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

1.4 Use of Terms

(a) *Ungendered Language*

The parties will use ungendered language throughout this agreement.

(b) *Singular and Plural*

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

ARTICLE 2 - DEFINITION OF EMPLOYEES**2.1 Employee Defined**

(a) *Full-time Employees*

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

(c) *Casual Employees*

Casual employees are employed on an on call basis to cover absences due to sick leave, vacation, special leave, or to augment staff during peak periods.

Please refer to Article 30 (Casuals) for further information.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

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

3.2 Bargaining Agent Recognition

The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by the certification.

3.3 Correspondence

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

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

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

3.4 No Other Agreement

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

3.5 No Discrimination for Union Activity

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

3.6 Recognition and Rights of Stewards

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

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

The duties of stewards will include:

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

3.7 Bulletin Boards

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

3.8 Union Insignia

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

3.9 Right to Refuse to Cross Picket Lines

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

3.10 Time Off for Union Business

Leave of absence without loss of seniority will be granted:

- (a) *Without Pay*
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other labour relations body;
 - (5) for leave for negotiations with the Employer;
 - (6) to stewards to maintain all bulletin boards and binders; or

- (7) for leave for union observer.
- (b) *With Pay*
- (1) to stewards, or their alternatives, to perform their duties pursuant to Clause 3.6 (Recognition and Rights of Stewards);
- (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.
- (c) The Union and the employee will make every effort to provide as much advance notice as possible, for leave requirements to facilitate scheduling of both clients and employees. To facilitate the administration of (a) above, when leave without pay is granted, the leave will be given without loss of pay and the Union will reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article will include sufficient travel time, where necessary.

3.11 Emergency Services

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

3.12 Labour Relations Code

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

ARTICLE 4 - UNION SECURITY

- (a) All employees in the bargaining unit who on the date of certification, were members of the Union or thereafter became members of the Union will, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after the date of certification will, as a condition of continued employment, become members of the Union, and maintain such membership within completion of 30 days as an employee.
- (c) Nothing in this agreement will be construed as requiring a person who was an employee prior to the date of certification, to become a member of the Union.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- (a) The Employer will, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer will deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions will be made in each payroll period of each month and membership dues or payments in lieu thereof will be considered as owing in the month for which they are so deducted.
- (d) All deductions will be remitted by Electronic Funds Transfer (EFT) to the President of the Union before the 15th calendar day of each month following the date of deduction. The Employer will submit

the EFT with an email to direct.deposit@bcgeu.ca including the EFT date and dollar amount. Each EFT email will also include employer name, pay period type (e.g., biweekly, semi-monthly, etc.), pay period number, pay period end date, and pay period pay date.

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

(f) *Employee Information*

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

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

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

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

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

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

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

ARTICLE 6 - EMPLOYER AND UNION WILL ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in Articles 4 (Union Security) and 5 (Check-Off of Union Dues). The Employer agrees that a union steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for 30 minutes sometime during the first 30 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership at a time that does not interfere with maintaining the staff/child ratio. This will be either an individual meeting or a group orientation, depending on the volume of new hires.
- (b) The Employer agrees to provide the names and locations of new employees to all stewards, in writing, within three days of the start date they commence working.
- (c) The Employer will advise a new employee of the names and locations of the stewards.

ARTICLE 7 - MANAGEMENT RIGHTS

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

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

ARTICLE 8 - EMPLOYER-UNION RELATIONS**8.1 Representation**

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

8.2 Union Bargaining Committee

A union bargaining committee will be appointed by the Union and will consist of up to three members of the Union, with a maximum of one from any one program, together with the President of the Union or their designate. The Union will have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

8.3 Union Representatives

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

office or similar facility.

8.4 Joint Labour/Management Committee

(a) The purpose of the Joint Labour/Management Committee is to meet and consult regularly about issues relating to the workplace that affect the parties or any employee covered by this agreement. The Committee will be composed of a maximum of four members representing the Employer and four members representing the Union. The minimum size of this Committee will be two union representatives and two employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and will set guidelines and operating procedures for such committees.

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

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

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

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

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) addressing conditions causing grievances and misunderstanding;
- (3) addressing workload issues referred to it by an employee, the Union, or the Employer; and
- (4) fostering the development of work-related skills.

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

8.5 Technical Information

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

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

The Employer and the Union agree that disputes arising from:

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

accordance with the following procedures.

9.2 Step 1

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

9.3 Time Limits to Present Initial Grievance

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

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

9.4 Step 2

(a) Subject to the time limits in Clause 9.3 (Time Limits to Present Initial Grievance), the employee may present a grievance at this level by:

- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement violated or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting this grievance to the immediate supervisor and/or designate through the union steward.

(b) The immediate supervisor will:

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

9.5 Time Limits to Reply to Step 2

(a) Within 14 calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The Employer's designate at Step 2 will reply in writing to the Union within 30 calendar days of receiving the grievance at Step 2.

9.6 Step 3

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

- (a) within 30 calendar days after the decision has been conveyed to them by the representative designated by the Employer to handle grievances at Step 2;
- (b) within 30 calendar days after the Employer's reply was due.

9.7 Time Limit to Reply at Step 3

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

9.8 Failure to Act

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

9.9 Time Limit to Submit to Arbitration

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

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

9.10 Amending of Time Limits

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

9.11 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 3, within 30 days of the date on which the dismissal occurred, or within 30 days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving notice of suspension.

9.12 Deviation from Grievance Procedure

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

9.13 Policy Grievance

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

9.14 Technical Objections to Grievances

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

ARTICLE 10 - ARBITRATION**10.1 Notification**

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

10.2 Appointment of Arbitrator

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

Corinn Bell
Julie Nichols
Jim Dorsey
John Hall

10.3 Board Procedure

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

10.4 Decision of Arbitrator

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

10.5 Disagreement on Decision

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

10.6 Expenses of Arbitrator

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

10.7 Amending Time Limits

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

10.8 Witnesses

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

10.9 Expedited Arbitration

- (a) The parties may by mutual agreement refer to expedited arbitration any outstanding grievances considered suitable for this process, and will set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.
- (b) All grievances will be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess of 20 workdays;
 - (4) policy grievances;
 - (5) grievances requiring substantial interpretation of provision of the collective agreement;
 - (6) grievances requiring presentation of extrinsic evidence;
 - (7) grievances where a party intends to raise a preliminary objection; and
 - (8) demotions.

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

- (c) The parties will mutually agree upon single arbitrators who will be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator will hear the grievances and will render a decision within two working days of such hearings. No written reasons for the decision will be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards will be of no precedential value and will not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing will be without prejudice.

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

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

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Dismissal and Suspension

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

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

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

11.2 Burden of Proof

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

11.3 Right to Grieve Other Disciplinary Action

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

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

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

(d) At the employee's request, any such document, other than official evaluation reports, will be removed from the employee's file:

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

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

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

11.4 Performance Review

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

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

11.5 Personnel File

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

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

11.6 Right to Have Union Representative Present

(a) An employee will have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This article will not apply to those discussions that are of an operational nature.

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

11.7 Abandonment of Position

An employee who fails to report for duty for three consecutive working days without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee will be afforded the opportunity within 10 working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

11.8 Probation Period

The Employer may reject a probationary employee for just cause. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.1 (Dismissal and Suspension) of this agreement. The

test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

- (a) Regular employees will be required to serve a probationary period, in accordance with this article. Where an employee has served a probationary period, pursuant to this article, they will not be required to serve a further probationary period.
- (b) The probationary period for regular employees will be six months worked.

The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months worked.

Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.

11.9 Employee Investigation

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

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) "*Service Seniority*" means an employee's length of service with the Employer. Employees will be credited with seniority equivalent to their length of continuous service with the Employer prior to the signing of this agreement. Service seniority for part-time employees will be prorated on the basis of one year's service seniority, based on the equivalent annual hours of work for a full-time employee.
- (b) When two or more employees have the same service seniority and when mutual agreement cannot be reached, then seniority will be determined by chance.

12.2 Seniority List

- (a) The Employer will prepare once every six months an up-to-date seniority list containing the following information pertaining to its regular employees:
 - (1) employee's name;
 - (2) employee's seniority;
 - (3) employee's current classification.
- (b) The regular seniority list will be posted by the Employer for 30 days. Any objection to the accuracy of the information contained herein must be submitted in writing to the Employer during the said posting period. Thereafter, the posted list will be deemed to be valid and correct for all purposes.

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

12.3 Loss of Seniority

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

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

12.4 Re-Employment

An employee who resigns their position and within 60 days is re-employed, will be granted a leave of absence without pay covering those days absent and will retain all previous rights in relation to seniority and other fringe benefits, subject to any benefits plan eligibility requirement.

12.5 Bridging of Service

If a regular employee resigns after the signing of this agreement, and is re-employed upon application, they will be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

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

12.6 Seniority for Change in Status

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Definition of Layoff

"Layoff" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a re-organisation, 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 Clause 13.3 (Layoff), if the period of layoff exceeds the duration of the seasonal closure by two or more weeks.

13.2 Pre-Layoff Canvass

(a) Prior to the layoff of regular employees under Clause 13.3 (Layoff), the Employer may canvass employees in order to invite:

- (1) placement into a vacant, regular position in the employee's classification; or
- (2) placement into a vacant regular position in another classification for which they are qualified and would not be a promotion; or
- (3) placement on the casual call-in and recall lists with no loss of seniority; or
- (4) resignation with severance as provided for in Article 13 (Layoff and Recall).

(b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee and subject to the agreement of the Employer.

(c) Responses from employees to the Pre-Layoff Canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employee or group of employees.

13.3 Layoff

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

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

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

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

13.4 Recall

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

13.5 Reduction in Hours

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

13.6 Advance Notice

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

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

13.7 Grievance on Layoffs and Recalls

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

13.8 Worksite Closure

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

following will apply:

- (a) Those employees who are offered positions will not have access to Article 13 (Layoff and Recall) of this collective agreement.
- (b) Employees who accept a position and are placed in a lower classification will not have their salary reduced for a period of three months.
- (c) If the downward classification lasts longer than three months, no employee will suffer more than 10% reduction in their basic pay.
- (d) An employee who is classified downward as per (c) above will be placed in the first vacancy available in their former classification, provided they have the necessary qualifications, prior to the application of the recall provisions. If two or more employees are seeking to exercise their rights under this subclause, and each has the necessary qualifications, the vacancy will be filled by the employee with the most seniority.

ARTICLE 14 - HOURS OF WORK

14.1 Definition

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

14.2 Hours of Work

The full-time hours of work, exclusive of meal periods, will be 37½ hours per week.

14.3 Work Schedules

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

14.4 Rest Periods and Meal Breaks

- (a) *Rest Periods*
 - (1) All employees will have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period, provided the staff to child ratio can be maintained.
 - (2) Employees working a shift of four hours, but not more than six hours, will receive one rest period during such a shift provided the staff to child ratio can be maintained.
 - (3) Rest periods will be taken without loss of pay to the employee.

(b) *Meal Breaks*

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

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

(c) Meal breaks and rest periods may be combined subject to operational requirements.

14.5 Minimum Hours

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

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

14.6 Split Shifts

There will be no split shifts except in school age child care or where an opportunity exists to allow a regular part-time employee, on a voluntary basis, to secure additional regularly scheduled permanent hours or in memorandum of agreement as negotiated between the parties.

14.7 Notice of New Shift Schedules

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

14.8 Job Sharing

Employees may request job sharing a regular full-time position in accordance with the terms and conditions for job sharing arrangements, as set out below. Such job sharing will be with the prior approval of, and will not result in added cost to, the Employer.

(a) *Definition*

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

(b) *Application Process*

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

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

(c) *Number of Employees*

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

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

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

(d) *Employee Wages and Benefits*

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

(e) *Layoff and Recall*

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

(1) where the two employees involved in the job sharing agreement are junior to the person exercising their rights under Article 13 (Layoff and Recall), then the senior employee will be placed in the position;

(2) where the employee exercising their rights under Article 13 (Layoff and Recall) is junior to one of the employees covered by the job sharing arrangement, then the employee exercising their rights under Article 13 (Layoff and Recall) will replace the junior employee;

(3) where an employee covered by this clause has been displaced pursuant to Article 13 (Layoff and Recall) of the collective agreement, they will have the full rights as provided for under Article 13 (Layoff and Recall).

(f) *Seniority*

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

(g) *Termination*

If one job sharing partner vacates the job sharing arrangement for any reason, then the vacancy will be posted as a job sharing position and filled in accordance with Article 24 (Hiring, Promotions and Staff Changes) of the collective agreement unless the remaining job sharing partner request a full-time position.

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

14.9 Administration Time

Time will be made available to the regular Program Supervisor, or their designate, for the purposes of performing administrative duties. Such time will be included in the regular hours of work and the employee will not be counted in the staff to child ratio during that time.

14.10 Additional Hours for Part-Time Employees

Regular part-time employees will be offered, before casual employees, any additional hours available in the child care centre, at the regular rate of pay for that position, as long as that employee has the appropriate qualifications and provided the additional hours do not result in overtime.

14.11 Parent/Board Meetings

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

14.12 Flextime

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

ARTICLE 15 - OVERTIME

15.1 Definition

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

15.2 Authorization and Application of Overtime

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

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

15.3 Overtime Entitlement

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

15.4 Recording of Overtime

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

15.5 Sharing of Overtime

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

15.6 Overtime Compensation

- (a) The parties agree that in order to ensure a healthy workplace every effort will be made to minimize the need for overtime by planning well in advance for work schedules.
- (b) Overtime worked will be compensated at the following rates:
 - (1) Time and one-half for the first two hours of overtime on a regularly scheduled workday; and
 - (2) Double-time for hours worked in excess of (1).
- (c) Overtime will be paid in the pay period in which it is worked.

15.7 Right to Refuse Overtime

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

15.8 Overtime for Part-Time Employees

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

15.9 Callback Provisions

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

15.10 No Layoff to Compensate for Overtime

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

ARTICLE 16 - HOLIDAYS**16.1 Paid Holidays**

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

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

(b) Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working will 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 will be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies on the Monday), will be deemed to be the holiday for the purpose of this agreement.

16.3 Holiday Falling on a Day of Rest

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

16.4 Holiday Falling on a Workday

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

16.5 Holiday Coinciding with a Day of Vacation

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

16.6 Paid Holiday Pay

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

16.7 Other Religious Observances

(a) Employees are entitled up to four days leave without pay per calendar year to observe spiritual or holy days that are not recognized as paid holidays. Such leave will not be unreasonably withheld.

- (b) A minimum of two weeks’ notice is required for leave under this provision. When two weeks’ notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible will be provided.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation or lieu days.

ARTICLE 17 - VACATION

17.1 Calendar Year

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

17.2 Vacation for the First Incomplete Year

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

17.3 Vacation Entitlement

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

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

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

17.4 Vacation Scheduling

- (a) Employees will submit their vacation requests to the supervisor on or before:
 - (1) July 15th of the preceding year for the period January 1st through May 31st; and
 - (2) January 15th for the period June 1st through December 31st.
- (b) Employees are encouraged to take their annual vacation entitlement.
- (c) Employees may request and will be entitled to take vacation entitlement in broken periods and will not be required to take all vacation entitlement in one continuous period.
- (d) An employee who does not submit vacation requests within the time periods set out in (a) above:
 - (1) will not be entitled to exercise seniority rights in respect to any vacation period previously selected by an employee with less seniority; and

(2) will by March 15th of the vacation year submit requests for carryover in accordance with Clause 17.5 (Accumulation or Carry Over of Vacation) and their remaining annual vacation entitlement.

(e) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort will be made to grant vacation at the time of the employee's choice.

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

(g) An employee transferred by the Employer will maintain their vacation period and no other employee's vacation time will be affected thereby.

17.5 Accumulation or Carry Over of Vacation

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

17.6 Approved Leave of Absence with Pay during Vacation

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

17.7 Vacation Credits upon Death or Termination of Employment

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

(b) Earned but unused vacation entitlement upon termination of employment will be paid to an employee by the Employer. Any used but unearned vacation entitlement upon termination of employment will be paid to the Employer by the employee and may be recovered by the Employer from any monies owed to the employee.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

(a) A regular full-time employee will earn paid sick leave at the rate of one and one-quarter days per month. Regular part-time employees will be entitled to sick leave credits on a pro rata basis.

(b) Sick leave will be cumulative to a total of 35 days. There will be no payout on sick leave.

(c) Sick leave may be used for medical and dental check-ups and exams, specialist appointments, as well as for acute medical and dental emergencies. Employees will make every effort to schedule appointments outside of work hours.

(d) Sick leave may be used in case of illness of immediate family members of the employee as defined in Clause 19.1(a).

18.2 Sick Leave Credit

All regular employees will be able to draw on a block of nine days' unearned paid sick leave when they commence employment. Unearned paid sick leave days an employee uses will be offset against sick leave earned.

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

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

18.3 Employee to Inform Employer

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

18.4 Medical Confirmation

Sick leave will only be utilized when an illness or injury prevents an employee from attending work or as specified in Clause 18.1(c) and (d). Employees who are absent because of sickness may be required to prove sickness. Under certain circumstances, failure to meet this requirement may lead to disciplinary action.

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

18.5 Sick Leave Records

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

18.6 Workers' Compensation Board (WorkSafeBC) Claim

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

(a) Entitlement to Leave

An employee will be granted Workers' Compensation leave with pay in the event that the Workers' Compensation Board determines that the employee has established a claim (time-loss benefits) and they are unable to perform their duties by reason of the compensable injury which occurred while employed by the Employer. The term "*claim*" will not include any form of WCB allowance or pension, and this article will not be operative while an employee is receiving such a different form of payment from WCB arising from this claim.

(b) Reimbursement to Employer

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

(c) *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 will 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 will not be lost as a result of this article.

(d) *Approval of Claim*

When an employee is granted sick leave with pay and Workers' Compensation leave is subsequently approved for the same period, it will be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

(e) *Continuation of Employment*

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

ARTICLE 19 - SPECIAL AND OTHER LEAVES

19.1 Bereavement Leave

(a) *Immediate Family*

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

Immediate family is defined as an employee's parent, guardian, spouse, child, grandchild, grandparent, or sibling, the child or parent of an employee's spouse, and any person who lives with the employee as a member of the employee's family.

(b) *Other Family*

In the event of the death of the employee's child-in-law, sibling-in-law, parent's sibling, or parent's sibling's spouse, the employee will be entitled to bereavement leave, at their regular rate of pay, for one day for the purpose of attending the funeral or memorial service.

(c) *Replacement of Vacation Leave*

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

(d) *Timing of Leave*

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

19.2 Special Leave

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

- (1) Marriage of the employee;
- (2) Birth or adoption of the employee's child;
- (3) Serious household or domestic emergency, including illness, in the employee's immediate family where no one in the employee's home other than the employee can provide for the care of the ill immediate family members;
- (4) Attend employee's formal hearing to become a Canadian citizen.

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

19.3 Full-Time Union or Public or Indigenous Government Duties

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

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

19.4 Leave for Court Appearances

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

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court will be without pay.

(c) An employee in receipt of their regular earnings while serving at court will remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused is jailed pending a court appearance, such leave of absence will be without pay.

(e) For all the above leaves, the employee will advise their supervisor as soon as they are aware that such leave is required.

19.5 Leave and Costs for Taking Courses

- (a) An employee will be granted leave with pay to take courses at the request of the Employer. When such leave is granted, the Employer will bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer will also reimburse the employee for their travelling, subsistence and other legitimate expenses where applicable.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.
- (c) Where the Employer requires an employee to have a FOODSAFE, occupational first aid, or child care first aid certificate, the cost of renewing this certificate will be borne by the Employer and will not be deducted from the employee's professional development fund.

19.6 Professional Development and Staff Training

- (a) The Employer will provide up to a maximum of 15 hours of professional development training per year for regular employees outside of working hours.
- (b) Employees will be compensated at straight-time rates for attendance at such training.
- (c) The Employer will provide a minimum of two months' notice for training under this clause. Attendance will be mandatory unless an employee is on an approved leave or otherwise has a valid reason.

19.7 Professional Development Fund

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

19.8 General Leave

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

19.9 Elections

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

19.10 Critical Illness or Injury Leave and Compassionate Care Leave

- (a) An employee who is entitled to critical illness or injury leave under the *BC Employment Standards*

Act is entitled to a leave of absence without pay for up to 36 weeks to provide care for a critically ill or injured child and up to 16 weeks to provide care for a critically ill or injured adult.

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

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

19.11 Reservists' Leave

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

19.12 Leave Respecting Disappearance of Child

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

19.13 Leave Respecting Death of Child

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

19.14 Leave Respecting Domestic or Sexual Violence

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

19.15 Winter Holiday Closure

If the Employer determines that the organization will be closed between Christmas and New Year's, then during this time, regular employees will be paid for three days.

ARTICLE 20 - BIRTHING PARENT/PARENTAL LEAVE

20.1 Birthing Parent Leave

(a) 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. Such notice will include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.

- (b) A regular employee will be granted 17 weeks' birthing parent leave. For clarity, this category of leave is a genderless equivalent to that in Section 50 of the *Employment Standards Act* and is not separate from that leave.
- (c) The period of birthing parent leave will commence not earlier than 13 weeks before the expected birth date and must end no earlier than six weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner or nurse practitioner.
- (d) An employee who requests birthing parent leave after the termination of the employee's pregnancy is entitled to up to six consecutive weeks of unpaid leave, which must be taken during the period that ends no later than six weeks after the date of the termination of the pregnancy.
- (e) An employee may be required to commence a birthing parent leave where the duties of the employee cannot reasonably be performed because of the pregnancy. The employee will provide a medical certificate from a qualified medical practitioner or nurse practitioner. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner or nurse practitioner stating that they are able to perform their duties.
- (f) An employee who requests leave under this clause is entitled to up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when the birthing parent leave ends.

20.2 Parental Leave

- (a) 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. Such notice will include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given. Upon application, an employee will be granted a parental leave of absence as set out in this clause. The employee will furnish a medical practitioner's or nurse practitioner's certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Employees will be granted parental leave as follows:
- (1) For a parent who takes birthing parent leave, up to 61 weeks of parental leave, commencing immediately following the end of the birthing parent leave under Clause 20.1 (Birthing Parent Leave);
 - (2) All other parents, including adoptive parents, are entitled to up to 62 consecutive weeks of parental leave commencing anytime within 78 weeks of the birth or placement of the child.
- (c) 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 consecutive weeks. A medical practitioner or nurse practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

20.3 Aggregate Leave

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

20.4 Leave Without Pay

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

20.5 Return from Leave

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

20.6 Benefit Plan

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

20.7 Sick Leave

Illness arising due to pregnancy during employment prior to the leave of absence may be charged to normal sick leave.

20.8 Vacation

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

20.9 Extended Child Care Leave

- (a) Upon written notification, no later than four weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 20.1 and 20.2, an employee will be granted a further unpaid leave of absence not to exceed 52 weeks. The total combined leaves under Clauses 20.1 (Birthing Parent Leave), 20.2 (Parental Leave), and 20.9 (Extended Child Care Leave) will not exceed 104 weeks. An employee will neither lose nor accrue seniority while on extended child care leave.
- (b) Employees who are on Extended Child Care leave may remain on the benefit plans as permitted by the terms of the plans. The employee will pay both the employee and Employer share of the premiums.
- (c) An employee on extended child care leave will provide the Employer with at least one month's written notice of return from such leave.
- (d) Upon return from extended child care leave, an employee will be placed in their former position, or where the position no longer exists in a position of equal rank and basic pay.

20.10 Seniority Rights on Reinstatement

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

ARTICLE 21 - SAFETY AND HEALTH

21.1 Conditions

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

21.2 Working Environment

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

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

21.3 Safety Committee

(a) An occupational health and safety committee will continue and will govern itself in accordance with the provisions of the *Occupational Health and Safety Regulation* made pursuant to the *Workers Compensation Act*. The Committee will meet at regular intervals to be determined by the Committee, and in any event at least once per month, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.

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

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

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

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

21.4 Unsafe Work Conditions

No employee will be disciplined for exercising their right to refuse to do unsafe work pursuant to the applicable sections of the *Occupational Health and Safety Regulation*.

21.5 Injury Pay Provision

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

sick leave.

21.6 Transportation of Accident Victims

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

21.7 Employee Check-in

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

21.8 First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* will be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties as a normal requirement of the job, the cost of renewing this certificate will be borne by the Employer.

21.9 Communicable Diseases and Parasitic Infestations

- (a) The parties to this agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a child with a communicable disease or parasitic infestation transmitted via the respiratory system, skin or bowels, or in the case whereas required by the Federal Health Department, Licensing or Health Authority, the Employer will inform the employees about the inherent risk of the communicable disease or parasitic infection.
- (c) Where a vaccination is, or may become available as a preventative measure, such vaccination 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 exposure in the workplace, they will be entitled to take sick leave with pay for any scheduled shifts in the following 24-hour period to deal with personal matters arising from the exposure and will be provided with an appropriate treatment as recommended by the local Health Authority.
- (e) The Employer will, in consultation with the Joint Safety and Health Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions will be without loss of pay.

21.10 Workplace Aggression

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

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

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

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

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

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.1 Definition

"*Technological change*" will mean:

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

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

22.2 Advance Notice

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

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

ARTICLE 23 - CONTRACTING OUT

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

ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES

24.1 Job Postings

- (a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer will notify the union staff representative in writing and post notice of the position in the Employer's offices, and on all bulletin boards, within seven days of the vacancy or of the new position being established, for a minimum of 14 calendar days, so that all members will know about the vacancy or new position. At the time of posting, the Employer will also email the posting to all casual employees who have provided their personal email address.
- (b) The Employer will not advertise outside the agency for any position until the end of seven calendar days' internal posting.

24.2 Information in Postings

Such notice will contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range, location and whether the employee is required to use their automobile in the performance of their duties. Such qualifications may not be established in an arbitrary or discriminatory manner.

24.3 Appointment Policy

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

24.4 Transfers

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

24.5 Trial Period

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

24.6 Local Union Observer

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

24.7 Notification to Employee and Union

On a monthly basis, the names of the successful applicants within the bargaining unit will be posted. The union staff representative will be notified of all appointments.

Unsuccessful applicants within the bargaining unit will be notified as soon as possible.

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.

24.8 Right to Grieve

Where an employee feels that they have been aggrieved by a decision of the Employer related to

promotion, demotion or transfer, the employee may, via the Union, grieve the decision at Step 3 of the grievance procedure in Article 9 (Grievances) of this agreement within 15 days of being notified of the results.

24.9 Vacation Letters

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

24.10 Temporary Vacancies

(a) A temporary vacancy is a job vacancy within the bargaining unit wherein a regular employee is on an approved leave of absence under Articles 18 (Sick Leave), 19 (Special and Other Leaves), or 20 (Birthing Parent/Parental Leave) and is expected to return to their position, and where the leave is not covered by a current regular employee who works at multiple sites. The expected date of return may be known or unknown.

(b) Vacancies of a temporary nature, which exceed or are expected to exceed three months, will be posted as per Clauses 24.1 (Job Postings) and 24.2 (Information in Postings). In addition, the posting will state that the position is temporary until a specified anticipated end date.

(c) When a temporary vacancy is filled, the successful applicant will receive all pay, leaves, and benefits under the collective agreement for the duration of the vacancy. Benefits coverage will be in accordance with the terms of the health and welfare and retirement plans.

(d) When a temporary vacancy remains unfilled and a casual employee is appointed to fill the vacancy for a minimum of three months, the casual will be paid 12.6% in lieu of vacation, statutory holidays, and health and welfare benefits for the duration of the temporary vacancy.

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

24.11 Interviews

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

(b) Interviews may be scheduled outside of an employee's working hours; in such cases employees will be compensated for attendance at such interviews at straight-time rates to a maximum of one hour. Travelling time will not be compensated.

24.12 Deemed Qualified

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

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

The Employer will not discriminate between employees on the basis of any of the prohibited grounds in employment under the *Human Rights Code* by employing a person for any work at a rate of pay that is less than the rate of pay at which another person is employed for similar or substantially similar work.

25.2 Rate of Pay

Employees will be paid in accordance with the rates of pay negotiated by the parties to this agreement as contained in Appendix A (Salary Schedule).

25.3 Substitution Pay

When an employee, at the request of their immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position, they will receive the rate for a job where a single rate is established. If a salary range is established, they will receive the minimum rate of the new salary range, or the rate in the new salary range which is the closest step to 4% above their current rate, whichever is greater, but not more than the top of the new salary range.

25.4 Pay on Temporary Assignment

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

25.5 Reclassification of Position

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

25.6 Vehicle Allowance

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

25.7 Rate of Pay on Reclassification

When an employee is promoted or reclassified to a higher paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or in the case of a position on a salary

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

25.8 Classification Appeal Process

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

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

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

25.9 Group Registered Retirement Savings Plan

All regular employees, upon successful completion of three months of employment, will be enrolled in the plan.

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

ARTICLE 26 - HEALTH AND WELFARE BENEFITS

(a) The Employer will pay the premium costs for all eligible regular employees who work half-time or more, for the following benefit plans:

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

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

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

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

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

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 will 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

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

27.4 Personal Duties

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

27.5 Client Confidentiality

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

27.6 Administration of Medication

Employees required to administer or apply medication(s) prescribed by a licensed physician or substance

defined by the *Narcotic Control Act*, will be trained by the Employer at the Employer's expense. Employees who have not received this training will not be permitted to administer such substances.

27.7 Staff Confidentiality

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

27.8 Co-op, Practicum and Work Experience Students

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

27.9 Job Descriptions

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

27.10 Volunteers

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

ARTICLE 28 - HARASSMENT

28.1 Harassment and Bullying in the Workplace

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

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

28.2 Sexual Harassment Definition

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

- (1) touching, patting or other physical contact;
- (2) leering, staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats of a sexual nature;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;

- (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by persons of any sex or gender and directed toward persons of any sex or gender.

28.3 Personal Harassment and Bullying Definition

- (a) Personal harassment and bullying means objectionable conduct - either repeated or persistent, or a single serious incident - which an individual would reasonably conclude:
- (1) would result in an employee's humiliation or intimidation; or
 - (2) is discriminatory behaviour that causes substantial distress and is based on a person's protected characteristics under Clause 1.3 (No Discrimination).
- (b) Reasonable actions of a manager or supervisor relating to the management and direction of employees do not constitute harassment or bullying.

28.4 Harassment and Bullying Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from alleged harassment or bullying may submit a complaint in writing within six months of the latest alleged occurrence directly to the Chief Executive Officer or designate. Upon receipt of the written complaint, the Employer will notify in writing the designated union staff representative. Complaints of this nature will be treated in strict confidence by both the Union and the Employer.
- (b) A respondent will be given notice of the substance of such a complaint under this article and will be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate will investigate the complaint and will submit their report to the Chief Executive Officer in writing within 30 days of receipt of the complaint or as soon thereafter as practicable. If the investigation cannot be completed within 30 days, the Employer will inform the Union and provide periodic updates. The Chief Executive Officer will within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The complainant, the respondent, and the union staff representative will be apprised of the Chief Executive Officer's resolution.
- (d) Both the complainant and the respondent (if members of the bargaining unit) will be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Chief Executive Officer may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment or bullying may result in the transfer of an employee, every effort will be made to relocate the respondent, except that the complainant may be transferred with their written consent.

(g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Chief Executive Officer's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator will work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator will have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the respondent;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(h) Disciplinary action taken against a respondent pursuant to this article may only be grieved if the complaint has been put to an adjudicator in accordance with (g) above and the disciplinary action imposed by the Employer differs from the adjudicator's determination and/or recommendations under (g) above.

(i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action, which may include discipline.

(j) This article does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee will not be entitled to duplication of process. An employee making a complaint must choose either to direct a complaint under the BC *Human Rights Code* or the process specified above. In either event, a complaint of personal or sexual harassment or bullying will not form the basis of a grievance, except as specified in (h) above.

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

ARTICLE 29 - CRIMINAL RECORDS CHECKS

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

ARTICLE 30 - CASUALS

30.1 Employment Status

Casual employees are employed on an "on call" basis to cover absences due to sick leave, vacation, special leave, or augment staff during peak periods where regular employees, as per Clause 14.10 (Additional Hours for Part-Time Employees), have not requested topped up hours. These periods will not exceed three months, unless the Employer deems it beneficial to the quality of the program, in consultation with the Program Supervisor and with the agreement of the Union.

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

30.2 Seniority

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

30.3 Call-in Procedures

Qualified casual employees will be called in order of seniority.

30.4 Casual Vacation and Paid Holidays

Casual employees will receive 11.2% of their straight-time pay in lieu of scheduled vacations and paid holidays.

30.5 Probation for Casual Employees

- (a) The Employer may reject a probationary employee for just cause. A rejection during probation will not be considered a dismissal for the purpose of Clause 11.1 (Dismissal and Suspension) of this agreement. The test of just cause for rejection will be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) The probationary period for casual employees will be six months worked or the equivalent number of hours worked as based on the normal hours of work of a full-time employee, whichever occurs last. The Employer, with the agreement of the Union, may extend the probationary period for a further period not to exceed three months worked, based on the normal hours of work of a full-time employee.

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

Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision pursuant to the grievance procedure outlined in Article 9 (Grievances) of this agreement commencing at Step 3.

30.6 Leaves of Absence

- (a) The Employer will grant, on written request, leave of absence without pay and seniority:
- (1) for casual employees to seek election in a municipal, regional district, provincial, federal, or First Nation or other Indigenous government election for a maximum period of 90 days;
 - (2) for casual employees elected to a public or Indigenous government office for a maximum period of five years.
- (b) A casual employee eligible to vote in a federal, provincial, municipal, regional district or Indigenous government election or a referendum will have three consecutive clear hours during the hours in which polls are open in which to cast their ballot or longer if specified in the relevant statute.
- (c) In the case of bereavement, casual employees are entitled to leave as per Clause 19.1 (Bereavement Leave) without pay.
- (d) Attendance at court arising from employment will 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 will be in writing. Upon request, the Employer will give reasons for withholding approval.

30.7 Casual - Sick Leave

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

30.8 Availability for Work

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

30.9 Application of Agreement

Except as otherwise noted, the provisions of Clauses 11.8 (Probation Period), 12 (Seniority), 13 (Layoff and Recall), 14 (Hours of Work), 15 (Overtime), 16 (Holidays), 17 (Vacation), 18 (Sick Leave), 19 (Special and Other Leaves), 20 (Birthing Parent and Parental Leave), 22 (Technological Change) and 26 (Health and Welfare Benefits) do not apply to casual employees.

ARTICLE 31 - TERM OF AGREEMENT**31.1 Term of Agreement**

April 1, 2023 to March 31, 2026.

31.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 2025, but in any event not later than midnight, January 1, 2026.

(b) Where no notice is given by either party prior to midnight on January 1, 2026, both parties will be deemed to have been given notice under this clause on January 1, 2026.

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

31.3 Commencement of Bargaining

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

31.4 Changes in Agreement

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

31.5 Effective Date of Agreement

(a) The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.


(b) Wage rates will be fully retroactive and will be implemented in the second pay period after the date of ratification. Retroactive payments will be paid within one month following ratification.

31.6 Agreement to Continue in Force

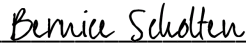
Both parties will adhere fully to the terms of this agreement until a strike or lockout occurs.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

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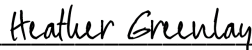
Paul Finch
President

DocuSigned by:


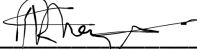
Bernice Scholten
Chief Executive Officer

Signed by:


Jasna Lugonjic
Bargaining Committee Member

Signed by:



Heather Greenlay
Director of Finance and Administration

Signed by:


Charlotte Wanglit
Bargaining Committee Member

Signed by:


Joselyn Kishore
Manager, Human Resources

DocuSigned by:


Ryan Stewart
Staff Representative

Date: September 11, 2024

**APPENDIX A
Salary Schedule**

Position	Current July 1, 2022 Hourly \$	Adjusted Base Hourly \$	July 15, 2023	July 15, 2024	July 15, 2025
			Hourly \$ 6.5% Increase	Hourly \$ 3% Increase	Hourly \$ 3% Increase
Casual - ECE and ECE+	20.31	20.31	21.63	22.28	22.95
Casual	19.60	19.60	20.87	21.50	22.15
Clerical	21.05	22.55	24.02	24.74	25.48
Cook	20.89	22.39	23.85	24.56	25.30
School Age Educator	23.15	23.15	24.65	25.39	26.16
Family Place Educator	24.65	24.65	26.25	27.04	27.85
ECE Basic	24.65	24.65	26.25	27.04	27.85
ECE + 1 Certificate	25.44	25.44	27.09	27.91	28.74
Program Supervisor	28.33	28.33	30.17	31.08	32.01
Program Supervisor II	29.80	31.30	33.33	34.33	35.36

Long-Service Recognition

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

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

Minimum Wage

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

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

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

Schedule).

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

move**up**
03034726