

**COLLECTIVE AGREEMENT**

**between**

**662470 BC Ltd.  
(CORE EDUCATION & FINE ARTS [CEFA])  
(Langley Location)**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from March 5, 2010 to February 28, 2011**

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## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

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

### 1.2 Future Legislation

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

### 1.3 Conflict with Policy

In the event that there is a conflict between an express provision of this agreement and any rule or policy made by the Employer, this Agreement shall take precedence over the said rule or policy.

### 1.4 Use of Terms

(a) *Masculine and Feminine*

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

(b) *Singular and Plural*

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

### 1.5 No Discrimination

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

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

## ARTICLE 2 - DEFINITIONS

### 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 as identified in Article 14.2 – Hours of Work. 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 14.2

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) *Substitutes*

Substitutes are employed on an on call basis to cover absences of regular employees or to augment staff during peak periods.

Please refer to Article 30 for further information.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board, save and except, the Principal, Vice Principal/Education Coordinator, and the Administrator or those excluded by mutual agreement of the parties or by the Labour Relations Board.

### **3.2 Bargaining Agent Recognition**

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

### **3.3 Correspondence**

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

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

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

### **3.4 No Other Agreement**

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

### **3.5 No Discrimination for Union Activity**

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

### **3.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Union shall elect two (2) stewards and one (1) alternate. The Union agrees to provide the Employer with a list of employees designated as stewards.

(b) Wherever possible, a steward or her alternate, will perform her duties outside of work hours. In the event that this is not possible, she must obtain the permission of the Principal or the Employer's designate before leaving her work area to perform her duties as a steward. Leave for this purpose will be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify the Principal or her designate.



- (c) The duties of stewards shall 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 shall provide bulletin board facilities for the exclusive use of the Union. These facilities shall be located in the staff room. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### **3.8 Right to Refuse to Cross Picket Lines**

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

### **3.9 Time Off for Union Business**

Leave of absence without out loss of seniority will be granted:

- (a) *Without Pay*
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) to elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment;
  - (3) to employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board or any other Labour Relations body; or
  - (5) for leave for negotiations with the Employer;
  - (6) to stewards to maintain all bulletin boards and binders;
  - (7) to a union observer, pursuant to Clause 24.6.
- (b) *Without Loss of Pay*
- (1) to stewards, or their alternates, to perform their duties pursuant to Clause 3.6;
  - (2) to employees appointed by the Union as union representatives to attend Joint Labour/Management Committee meetings during their working hours.
- (c) The Union and the employee will make every effort to provide two weeks notice for leave requirements to facilitate scheduling of both clients and employees. Where two weeks notice cannot be

given, the Union and the employee shall give as much notice as possible. The granting of such leaves shall not be unreasonably denied.

To facilitate the administration of (a), above, when leave without pay is granted, the leave shall be given without loss of pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred. Leaves under this article shall include sufficient travel time, where necessary.

### **3.10 Emergency Services**

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

### **3.11 Labour Relations Code**

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

### **3.12 Union Meetings**

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular union meetings. The Employer may approve the use of the school facilities to hold union meetings provided that there is an authorized staff person available to ensure the security of the building and also provided there are no clients on site. Union meetings, including general and/or committee(s) meetings held on Employer premises shall not interfere with the operations of the Employer.

## **ARTICLE 4 - UNION SECURITY**

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

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from the gross salary of an employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made in each payroll period of each month and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union before the fifteenth (15<sup>th</sup>) calendar day of each month following the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) or (b), the Union must advise the Employer in writing of the amount of its regular monthly dues or assessments. The amount

so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

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

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

(h) An employee shall, as a condition of continued employment, complete an authorisation 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.

#### **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions set out in the articles dealing with Union Security and Dues Check-Off. 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 fifteen (15) minutes but no more than thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

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

The Employer may make, alter from time to time and enforce reasonable rules of conduct, policies and procedures, including but not limited to the Cefa manuals, to be observed by employees, except that such rules may not be in breach of the Collective Agreement.

#### **ARTICLE 8 - EMPLOYER-UNION RELATIONS**

##### **8.1 Representation**

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

##### **8.2 Union Bargaining Committee**

A union bargaining committee shall be appointed by the Union and shall consist of up to three (3) members of the Union, with a maximum of one (1) from any one classroom, together with the President of the Union or his designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

##### **8.3 Union Representatives**

(a) Upon receiving prior reasonable notice, the Employer agrees that access to its premises will be granted to representatives 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 or other union-related business.

(b) Representatives of the Union shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the worksite concerned.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will, if possible, make available to union representatives or stewards temporary use of an office or similar facility.

#### **8.4 Labour/Management Committee**

(a) There shall be established a labour/management committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) union representatives and two (2) employer representatives, and the maximum size shall be four (4) union representatives and four (4) employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or "ad hoc" committees as it deems necessary and shall set guidelines and operating procedures for such committees.

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

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

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

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

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

(2) addressing conditions causing grievances and misunderstanding.

#### **8.5 Technical Information**

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

### **ARTICLE 9 - GRIEVANCES**

#### **9.1 Grievance Procedure**

The Employer and the Union agree that disputes arising from:

(a) the interpretation, application or alleged violation of the Agreement, including the question of arbitrability; or

(b) the dismissal, suspension or discipline of any employee in the bargaining unit;

shall be resolved in accordance with the following procedures:

## 9.2 Step 1

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

## 9.3 Time Limits to Present Initial Grievance

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

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

## 9.4 Step 2

- (a) Subject to the time limits in Clause 9.3, the employee may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the 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 Principal or her designate, through the union steward.
- (b) The Principal or her designate shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

## 9.5 Time Limits to Reply to Step 2

- (a) Within ten (10) calendar days of receiving the grievance at Step 2, the representative of the Employer, the employee and the shop steward shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The Employer's designate at Step 2 shall reply in writing to the Union within fourteen (14) calendar days of receiving the grievance at Step 2.

## 9.6 Step 3

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

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

## 9.7 Time Limit to Reply at Step 3

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within twenty-one (21) calendar days of receipt of the grievance at Step 3.

### **9.8 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 10 - Arbitration, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration:

- (a) within thirty (30) calendar days after the Employer's reply is received;
- (b) within thirty (30) calendar days after the Employer's reply was due.

### **9.9 Failure to Act**

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

### **9.10 Amending of Time Limits**

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

### **9.11 Dismissal or Suspension Grievances**

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

### **9.12 Deviation from Grievance Procedure**

- (a) 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.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

### **9.13 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within thirty (30) days of occurrence. The parties agree that every effort shall be made to resolve the dispute. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 of this Agreement.

### **9.14 Technical Objections to Grievances**

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

## ARTICLE 10 - ARBITRATION

### 10.1 Notification

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

### 10.2 Appointment of Arbitrator

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

- Judi Korbin
- Rod Germaine
- Irene Holden
- Joan Gordon

(b) Notwithstanding (a) above, the parties agree that when deemed appropriate, they will engage in alternative dispute resolution mechanisms (ADR's).

### 10.3 Board Procedure

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

### 10.4 Decision of Arbitrator

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

### 10.5 Disagreement on Decision

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

### 10.6 Expenses of Arbitrator

The Employer and the Union shall each pay one-half (½) of the fees and expenses of the Arbitrator.

### 10.7 Amending Time Limits

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

### 10.8 Witnesses

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

## 10.9 Expedited Arbitration

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

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

- (c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one (1) of the categories listed in (b) above may be removed from the expedited arbitration process at anytime prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 10.3.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 11.1 Dismissal and Suspension

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

- (a) The Employer may dismiss or suspend for just cause any employee who has completed his/her probationary period. Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension; and an employee shall have the right to have a steward present 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 (5) working days.
- (b) *Suspension* – A suspension of indefinite duration shall be considered a dismissal under Clause 11.1(a) above as soon as it exceeds twenty (20) days and any grievance already filed shall be considered henceforth as a dismissal grievance.



## **11.2 Burden of Proof**

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

## **11.3 Right to Grieve Other Disciplinary Action**

- (a) Disciplinary action grievable by an employee shall include written censures, letters of reprimand and adverse reports/or employee appraisals.
- (b) An employee shall be given a copy of any document, report, incident or notation placed on the employee's file which might be the basis of disciplinary action.
- (c) Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.
- (d) At the employee's request, any such document, other than official evaluation reports, dismissals and suspensions, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.
- (e) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

## **11.4 Performance Review**

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

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

If an employees disagrees with the performance review, they shall have the right to initiate a grievance at Step 1 of the grievance procedure in accordance with Article 9.

## **11.5 Personnel File**

- (a) An employee or the President of the Union or his designate, with the written authority of the employee, shall be entitled to review an employee's personnel file, exclusive of employee references. The file shall be reviewed in the place where the file is normally kept and in the presence of a designated management representative. The Employer will provide copies of the entries as requested. The employee or the President, as the case may be, shall give the Employer five (5) working days' notice prior to having access to such information.
- (b) Personnel files will be kept confidential and access will be given only to those supervisory personnel that require the information in the course of their duties.

## **11.6 Right to Have Union Representative Present**

- (a) An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward,

providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature.

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

### **11.7 Abandonment of Position**

An employee who fails to report for duty for three (3) consecutive working days without informing the Employer of the reason for her absence will be presumed to have abandoned her position. An employee shall be afforded the opportunity within ten (10) working days to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

### **11.8 Probation for Newly Hired Employees**

(a) The Employer may reject a probationary employee. The test for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance. The Employer will provide the reasons for the rejection in writing. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.1 of this Agreement.

(b) The probationary period shall be six (6) months worked.

(c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision pursuant to the grievance procedure outlined in Article 9 of this Agreement commencing at Step 3.

### **11.9 Employee Investigation**

The parties agree that in certain situations it may be in the best interest of both clients and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, then the employee shall be considered to be on leave of absence without 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 fourteen (14) days. The Employer will notify the President of the Union or his/her designate when an investigation of conduct has been initiated. Any employee who is interviewed in the course of an investigation shall have the right to union representation at such an interview.

## **ARTICLE 12 - SENIORITY**

### **12.1 Seniority Defined**

(a) Seniority includes employment with the Employer prior to certification (inclusive of seniority earned at other Cefa locations) and shall be as follows:

(1) Regular full-time employees shall have a seniority date, which includes all seniority as a regular part-time employee and as a substitute and shall include all absences for which seniority continues to accumulate.

(2) Regular part-time employees shall accrue seniority based on all hours paid.

(3) Substitutes shall accrue seniority on an hourly basis for all hours paid.

(4) For the purpose of part-time and substitute seniority, seniority shall be credited as all hours paid for and shall include all absences for which seniority continues to accumulate.

(5) Upon achieving regular full-time employee status, a part-time employee or a substitute shall have their hourly seniority converted to a seniority date. The resulting date shall be deemed to be the employee's seniority date.

(6) Regular full-time employees who are returned to either part-time or substitute status shall have their seniority converted to hours and shall retain all accumulated sick leave and vacation leave entitlements at the rate at which they were earned.

(b) When two (2) or more employees have the same service seniority and when mutual agreement cannot be reached, then seniority shall be determined by chance.

## **12.2 Seniority List**

(a) The Employer will prepare once every six (6) months, in February and August an up-to-date seniority list containing the following information pertaining to its regular employees:

- (1) employee's name
- (2) employee's seniority date and hours
- (3) employee's current classification

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

(c) The Employer will provide the Union and the steward(s) with a copy of a current seniority list within two (2) days of request.

## **12.3 Loss of Seniority**

An employee shall lose her seniority only in the event that:

- (a) she is discharged for just cause;
- (b) subject to Clause 12.5, she voluntarily terminates her employment or abandons her position as per Article 11.7;
- (c) she is on layoff for more than one (1) year;
- (d) upon being notified by the Employer by registered mail at her last known address that she is recalled from layoff, she fails to contact the Employer within seven (7) days and fails to return to work within fourteen (14) days.

## **12.4 Re-Employment**

An employee who resigns her position and within ninety (90) days is successfully re-employed, shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other benefits, subject to any benefit plan eligibility requirement.

## **12.5 Bridging of Service**

If a regular employee resigns after the signing of this Agreement, as a result of a decision to care for a dependent child or children, an ill or disabled spouse or an aging parent, and upon application is successfully re-employed, she shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions apply:

- (a) the employee must have been a regular employee with at least two (2) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;

- (c) the break in service shall be for no longer than six (6) years;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **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 if the period of layoff exceeds the duration of the seasonal closure by two (2) or more weeks.

### **13.2 Pre-Layoff Canvass**

- (a) Prior to the layoff of regular employees under Clause 13.3, the Employer shall canvass employees in order to invite:
  - (1) placement on the substitute call-in and recall lists with no loss of seniority; or
  - (2) early retirement; or
  - (3) other voluntary options, as agreed to by the Union and the Employer.
- (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 (7) days of issuance of a written notice to the employee or group of employees.
- (d) Before a layoff occurs, the Employer will consult with the Union to discuss lessening disruption to both clients and employees. The Employer shall provide the Union with current licensing requirements for IT and ECE qualified staff.

### **13.3 Layoff**

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

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

- (2) if the employee does not have sufficient seniority to displace any of the employees in her own classification, the above process will be repeated for those classifications carrying a rate of pay next closest to the employee's current rate;
- (3) the above process will also apply to those employees displaced as a result of bumping;
- (d) displacements shall not result in promotion;
- (e) bumping rights must be exercised within five (5) days of notification of layoff by providing written notice to the Employer.

#### **13.4 Recall**

- (a) Employees shall be recalled to available work in order of their seniority provided they are qualified and are able to perform the duties. The notice of recall shall be sent by certified mail. Employees must accept recall within seven (7) days of receipt of the certified mail.
- (b) The recall period shall be one (1) year.
- (c) New employees shall not be hired until those laid off in that classification have been given an opportunity of recall.

#### **13.5 Reduction in Hours**

- (a) A reduction in hours shall be based on seniority, providing that affected employees have the qualifications to perform the work that is available and that licensing standards can be maintained. The Employer shall provide the Union with current licensing requirements.
- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Clause 13.3.
- (c) Any regular employee offered a reduction of hours shall be given two (2) weeks' notice of the reduction.

#### **13.6 Advance Notice**

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

- (a) One (1) week's notice and/or pay in lieu of notice after three (3) consecutive months of employment; or
- (b) Two (2) weeks' notice and/or pay in lieu of notice after twelve (12) consecutive months of employment; or
- (c) Three (3) weeks' notice and/or pay in lieu of notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks' notice and/or pay in lieu of notice.

#### **13.7 Grievance on Layoffs and Recalls**

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

### **ARTICLE 14 - HOURS OF WORK**

#### **14.1 Definition**

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

## **14.2 Hours of Work**

The full-time hours of work, exclusive of meal periods, will be seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week.

## **14.3 Work Schedules**

- (a) Shifts subject to rotation will be rotated on an equitable basis, subject to operational requirements or mutual agreement between the parties.
- (b) Except by agreement between the Employer and the employee, employees shall not be required to work in excess of five (5) consecutive shifts without receiving two (2) consecutive days off.
- (c) With the approval of the Principal or her designate, employees may exchange shifts provided that advance notice in writing is given. It is understood that in unforeseen circumstances, prior notice may not be possible. Employees exchanging shifts must be prepared to perform all the duties of the exchanged shift.

## **14.4 Meal Periods**

- (a) Meal periods shall be scheduled by the Employer as closely as possible to the middle of the workday. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) An employee shall be entitled to take her meal period away from the worksite. Where the Employer determines that this cannot be done, the meal period shall be considered as time worked at straight-time including the accrual of all benefits of the Collective Agreement to be paid out or banked as compensatory time off at the employee's request.
- (c) The Employer shall continue to offer employees the choice of sharing the children's lunch and morning/afternoon snack at no cost to the employee while accompanying the children during those meals both on and off the worksite.

## **14.5 Rest Periods**

- (a) All employees will have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be taken before and one (1) after the meal period, provided the staff to child ratio can be maintained. It is understood that meal breaks and rest periods may be combined at the request of the employee subject to operational requirements.
- (b) Employees working a shift of four (4) hours, but not more than six (6) hours, will receive one (1) fifteen (15) minute rest period during such a shift, provided the staff to child ratio can be maintained.
- (c) Rest periods shall be taken without loss of pay to the employee.

## **14.6 Minimum Hours**

- (a) Where a substitute employee is called to work but is informed on arrival at the worksite she will not be required to work that shift, the employee is entitled to a minimum of two (2) hours pay.
- (b) Where a substitute employee is called to work a full shift, begins her duties and is subsequently informed she will not be required to work the full shift, the employee is entitled to a minimum of three (3) hours' pay.

## **14.7 Split Shifts**

There shall be no split shifts.

#### **14.8 Notice of New Shift Schedules**

- (a) Shift schedules shall be posted at least seven (7) days in advance of the starting day of a new schedule.
- (b) Where the Employer changes an employee's schedule by more than 15 minutes without seven (7) days notice, the employee is entitled to overtime rates for all hours worked on the first shift of the new schedule.
- (c) If the change is requested by the employee, overtime shall not apply.

#### **14.9 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 in Memorandum of Agreement #1 Re: Job Sharing. Such job sharing shall be with the prior approval of the Principal, and will not result in added cost to the Employer.

#### **14.10 Additional Hours for Part-Time Employees**

Regular part-time employees shall be offered any additional hours available in the school before substitutes provided the additional hours do not result in overtime. Regular part-time employees shall receive their regular rate of pay for working such additional hours up to the full-time hours of a regular full-time employee. Overtime rates apply thereafter in accordance with Article 15.3.

### **ARTICLE 15 - OVERTIME**

#### **15.1 Definition**

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess or outside the hours of a full-time employee pursuant to Article 14.2.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double-time*" means twice (2x) the straight-time rate.

#### **15.2 Authorization and Application of Overtime**

An employee who is required to work overtime will be entitled to overtime compensation only when the overtime is authorized in advance by the Principal or his/her designate. It is understood that, in emergency situations, including but not limited to late pick-up or insufficient staffing to comply with adult-child ratio, prior authorisation may not be possible.

Employees working in more than one (1) program are obligated to inform the Principal or his/her designate and receive approval if the employee is asked to work hours that would result in overtime.

#### **15.3 Overtime Entitlement**

- (a) an employee will be entitled to compensation for authorized overtime in excess of eight (8) hours a day and forty (40) hours a week.
- (b) overtime shall be compensated in five (5) minute increments; however, employees shall not be entitled to any compensation for overtime of less than five (5) minutes per day.

#### **15.4 Recording of Overtime**

Employees shall record starting and finishing times for daily overtime worked pursuant to Article 15.2 on a form provided by the Employer. The forms will be made available to the employees at all times. Forms

shall be signed by the employee and the Principal (or her designate) and submitted at the end of each pay period. Copies will be given to the employee upon request.

Where the employee has opted to be paid out for overtime worked, payment shall be made in the pay period following the pay period in which the overtime was worked.

### **15.5 Sharing of Overtime**

Overtime work shall be allocated equitably on a school wide basis considering availability, qualifications and location/classroom of employee.

### **15.6 Overtime Compensation**

(a) Overtime worked shall be compensated at the following rates:

(1) Time and one-half (1½x) the straight-time rate for hours worked in excess of eight (8) hours in one (1) day and forty (40) hours a week;

(2) Double-time (2x) the straight-time rate for all hours worked on a scheduled day of rest (except for overtime referred to in Article 19.8);

(3) Double-time (2x) for all hours worked in excess of twelve (12) hours in one (1) day.

(b) Every employee who is required to work overtime will, at the time of working such overtime, elect whether to be paid for it or receive compensating time off in lieu thereof.

(c) Any employee who elects to receive compensating time off in lieu of being paid for overtime shall be given time off equivalent to the number of hours for which she would have been paid for the overtime so worked. Time off for such compensating time shall be taken at a time mutually agreed upon by the employee and the Employer and shall be confirmed in writing within two (2) days of the agreement.

(d) If overtime is banked, it shall be converted to the rate of pay at which it was earned.

### **15.7 Right to Refuse Overtime**

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

### **15.8 Overtime for Part-Time Employees**

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than her regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including eight (8) hours a day and forty (40) hours a week.

(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 her regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including eight (8) hours a day and forty (40) hours a week.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### **15.9 No Layoff to Compensate for Overtime**

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



## ARTICLE 16 - HOLIDAYS

### 16.1 Paid Holiday

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	British Columbia Day

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

### 16.2 Holiday Falling on Saturday or Sunday

For an employee whose workweek is from Monday to Friday, and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday 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 a regular full-time 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 confirmed in writing and taken by the end of the month following the month in which it was earned.

### 16.4 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.

### 16.5 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 her regular position for a majority of the sixty (60) working days preceding the holiday, in which case she will receive the higher pay.

### 16.6 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled up to four (4) days leave without pay per calendar year to observe spiritual or holy days. Such leave will not be unreasonably withheld.

(b) A minimum of two (2) weeks notice is required for leave under this provision. When two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible will be provided.

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

## ARTICLE 17 - VACATION

### 17.1 Calendar Year

For the purpose of this Agreement, the calendar year shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

**17.2 Vacation for the First Incomplete Year**

During the first partial year of service, a new employee will earn vacation as per the *Employment Standards Act*. Any unused vacation earned during the first partial year will be paid to the employee at December 31<sup>st</sup> of that year.

**17.3 Vacation during School Holidays**

- (a) It is understood that the school shall be closed during the Christmas and spring breaks, as defined by the local school board and employees shall be required to schedule vacation leave during these times.
- (b) Any additional vacation, in excess of (a) above, shall be scheduled in accordance with Article 17.5.
- (c) In the event the Employer's current practice of closing the school to students one (1) week prior to Labour Day continues, employees will continue to be paid at their regular rate of pay for the duration of the closure provided that:
- (1) They work on the two (2) designated professional days that week.
  - (2) They have been regular employees for at least six (6) months before said closure.

**17.4 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 to fourth years	ten (10) working days with pay
Fifth to ninth years	fifteen (15) working days with pay
Tenth year and thereafter	twenty (20) working days with pay

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

**17.5 Additional Vacation Scheduling**

- (a) Employees shall submit their vacation requests to the supervisor on or before:
- (1) December 1<sup>st</sup> for the period January 1<sup>st</sup> through April 30<sup>th</sup>; and
  - (2) April 1<sup>st</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.
- (b) An employee who does not exercise her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise her seniority rights in respect to any vacation time previously selected by an employee with less seniority.
- (c) An employee who relocates to another work location where the vacation schedule has already been completed will not be entitled to exercise those rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (d) Vacation schedules, once approved by the Employer in writing, shall not be changed other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) An employee transferred by mutual agreement shall maintain her vacation period and no other employee's vacation time shall be affected thereby. Where vacation times conflict, any adjustments shall be made by mutual agreement between the parties.

**17.6 Accumulation or Carryover of Vacation**

Up to five (5) days of the vacation entitlement may be carried over to the following year, to be taken the following year, with prior written approval.

**17.7 Approved Leave of Absence with Pay during Vacation**

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

**17.8 Vacation Credits upon Death**

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

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

- (a) All regular full-time employees shall be credited with paid sick leave as follows:
- (1) up to one (1) year service..... six (6) days per year
  - (2) after one (1) year completed service..... seven (7) days per year
  - (3) after two (2) years completed service ..... eight (8) days per year
  - (4) after three (3) years completed service ..... nine (9) days per year
  - (5) after four (4) years completed service ..... ten (10) days per year
  - (6) after five (5) years completed service ..... twelve (12) days per year
- (b) Regular part-time employees shall be entitled to sick leave on a pro rata basis.
- (c) Where it is not possible to schedule medical or dental appointments outside regular working hours, sick leave may be used.
- (d) Sick leave may be taken in partial day increments.
- (e) Employees hired after the date of ratification of this Agreement shall earn sick leave at the rate of three point seventy-five (3.75) hours per month to a maximum of six (6) days in their first year of service. Sick leave shall be credited in accordance with (a) above for each year of service thereafter.

**18.2 Employee to Inform Employer**

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

**18.3 Medical Confirmation**

Sick leave shall only be utilized when an illness prevents an employee from attending work. Employees who are absent because of sickness may be required to provide a Doctor's certificate to prove sickness in the event the absence exceeds three (3) consecutive days. The Employer may also request a Doctor's certificate where it appears that a pattern of consistent absence is developing.

**18.4 Sick Leave Records**

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

**18.5 Workers' Compensation Board Claim**

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

(a) *Entitlement to Leave*

An employee shall 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 shall 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 shall receive wages and benefits equalling, but not exceeding, their normal entitlement had they not suffered a compensable injury. Statutory holidays and vacations will not accrue during the period of WCB claims. However, unused vacation credits accrued in previous years shall not be lost as a result of this article.

(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 shall 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 shall be continued on the payroll and shall not have their employment terminated during the compensable period, except for just cause.

## ARTICLE 19 - SPECIAL AND OTHER LEAVES

### 19.1 Bereavement Leave

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to bereavement leave, at her regular rate of pay, from the date of death up to and including the day of the funeral or memorial service. Such leave shall not normally exceed four (4) working days.

Immediate family is defined as an employee's parent, spouse, child, stepchild, godchild, grandchild, grandparent, sibling and any other person who lives with an employee as a member of the employee's family. It is understood that a spouse may be of the same gender.

In the event of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the employee shall be entitled to four (4) days unpaid leave.

If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits. Notwithstanding Article 17.7, the Employer shall approve vacation leave so displaced by bereavement leave immediately following the bereavement leave should an employee request it.

### 19.2 Special Leave

(a) Where leave from work is required, a regular employee who has completed probation shall be entitled to special leave at her regular rate of pay as follows:

- (1) Personal days to be taken as personal leave at the employee's discretion:
- (i) less than three (3) years service ..... 1 day
  - (ii) after three (3) years completed service ..... 2 days
  - (iii) after five (5) years completed service ..... 3 days

Personal leave may be taken in partial day increments.

- (2) Employees who have completed two (2) years service shall be entitled to one (1) day per year for their birthday. Such leave must be taken within thirty (30) days of the employee's birthday.
- (b) Request for leave is to be in writing, except in cases of emergency and approved by the Employer within two (2) business days. Approval of such leaves shall not be unreasonably withheld.
- (c) An employee is entitled to up to fourteen (14) 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. Should additional leave be required, it shall not be unreasonably withheld.
- (d) Immediate family means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

### 19.3 School Activity Days

- (a) Regular employees who have completed their probation period will be entitled to leave at their regular rate of pay for the purposes of attending the employees' children's school concerts, parent-teacher meetings and other school activities as follows:
- (1) less than three (3) years service ..... 1 day per year per child
  - (2) after three (3) years completed service ..... 2 days per year per child
  - (3) after five (5) years completed service ..... 3 days per year per child

Such leave may be taken in partial day increments.

- (b) Leaves shall be requested in writing at least two (2) weeks in advance of the leave. Approval of such leave will be in writing within seven (7) days of the request. Approval shall not be unreasonably withheld.

### 19.4 Child Illness Leave

A regular employee shall be entitled to leave at her regular rate of pay to care for an ill child as follows:

- (a) less than three (3) years service ..... 2 days per year per child
- (b) after three (3) years completed service ..... 3 days per year per child

### 19.5 Full-Time Union or Public Duties

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

- (a) For employees seeking election in a municipal, provincial, or federal election for a maximum of ninety (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 six (6) months (such leave will be renewed upon request by the Union);
- (c) For employees elected to public office for a maximum period of the term of the office;
- (d) For an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

**19.6 Leave for Court Appearances**

- (a) The Employer shall grant unpaid leave to employees, who serve as jurors or witnesses in a court action.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) In the event an employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (d) For all the above leaves, the employee shall advise her supervisor as soon as she is aware that such leave is required.

**19.7 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses other than courses offered by Cefa or cefasystems, at the request of the Employer. When such leave is granted, the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books. The Employer shall also reimburse the employee for his/her travelling, subsistence and other legitimate expenses where applicable.
- (b) The Employer shall make Cefa training available to all employees within the first year of their employment. The Employer shall bear the full cost of the course. Should employees be required to take Cefa training refresher courses on three (3) or more occasions per year, the Employer shall make the courses available at the employee's work location, or at a location within 20 kilometres from the employee's work location.
- (c) An employee may be granted leave without pay to take courses in which the employee wishes to enrol.

Employees will be reimbursed for expenses associated with such courses upon approval by the Employer as follows:

- (1) after one (1) year completed service .....\$80.00 per year
- (2) after three (3) years completed service .....\$100.00 per year

**19.8 Staff Meetings and School Events**

- (a) Employees who attend staff meetings/school events shall receive straight-time wages for all hours in attendance. In the event the staff meeting/school event extends beyond the employee's regular scheduled hours, the employee shall be compensated in accordance with Article 15.6 – Overtime Compensation.
- (b) Employees who attend staff meetings/school events on a scheduled day off shall be compensated at the rate of time and one-half (1½x) for all hours in attendance.

**19.9 General Leave**

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

**19.10 Elections**

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

**ARTICLE 20 - MATERNITY/PARENTAL LEAVE****20.1 Maternity Leave**

- (a) Every employee who intends to take a leave of absence under this article shall give at least four (4) weeks' notice, in writing, to the Employer unless there is a valid reason why such notice cannot be given. Such notice shall include the length of leave intended to be taken. Each employee who wishes to change the effective dates of approved leave shall give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.
- (b) A regular employee shall be granted seventeen (17) weeks' maternity leave of absence without pay.
- (c) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and must end no earlier than six (6) weeks after the birth date unless the employee requests a shorter period. Such a request must be approved, in writing, by a qualified medical practitioner.
- (d) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. The employee will provide a medical certificate from a qualified medical practitioner. The leave of absence may continue until the employee provides a certificate from a qualified medical practitioner stating that she is able to perform her duties.
- (e) Any further leave granted beyond the normal seventeen (17) week period will be unpaid leave without benefits.

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

- (a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of thirty-seven (37) weeks' parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
  - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 20.1,
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child,
  - (3) in the case of an adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition and will be at least six (6) months of age before coming into the employee's actual care and custody, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

**20.3 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Clauses 20.1 and 20.2 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Clauses 20.1(e) and/or 20.2(d). Where an employee is granted total maternity leave under Clauses 20.1(b) and 20.1(e) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Clause 20.2.

## **20.4 Return from Leave**

An employee on maternity or parental leave pursuant to Clauses 20.1 and 20.2 shall provide the Employer with at least one (1) month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank, status and basic pay.

When making classroom assignments, every effort shall be made to assign a teacher to their classroom of preference, subject to operational requirements.

## **20.5 Benefit Plan**

(a) If an employee maintains coverage for health and welfare benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of seventeen (17) weeks and for an employee on parental leave, a maximum of thirty-seven (37) weeks, but to a maximum of fifty-two (52) weeks for an employee taking leave under Clauses 20.1 and 20.2.

(b) Employees who have enrolled or wish to enrol their spouse and/or dependant(s) in the Benefits Plan shall pay the premiums for such coverage in advance on a monthly basis.

## **20.6 Sick Leave**

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

## **20.7 Vacation**

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

## **20.8 Extended Child Care Leave**

(a) Upon written notification, no later than eight (8) weeks prior to the expiration of the aggregate leave taken pursuant to Clauses 20.1 and 20.2, an employee shall be granted a further unpaid leave of absence not to exceed twelve (12) months. An employee shall neither lose nor accrue seniority while on extended child care leave.

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

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

(d) Upon return from extended child care leave, an employee shall be placed in her former position, or where the position no longer exists in a position of equal rank, status and basic pay.

(e) When making classroom assignments, every effort shall be made to assign a teacher to their classroom of preference, subject to operational requirements.

## **20.9 Seniority Rights on Reinstatement**

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

(b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one (1) month prior to the expiration of the leave or if she does not return to work on the date specified in the notice of return from leave.



**20.10 Family Tuition Discount while on Maternity Leave**

- (a) The Employer shall continue to provide the employee discount for tuition in accordance with Article 25.10 while the employee is on a leave pursuant to Articles 20.1, 20.2 and 20.8.
- (b) For employees hired after the date of ratification of this Collective Agreement, the Employer shall pay for half of the employee's regular child tuition discount while the employee is on leave. The Employer shall reimburse the employee for the remaining half upon the employee's return from leave, pro-rated on a monthly basis in addition to the employee's regular tuition discount, as long as the employee remains employed.
- (c) For employees hired prior to the date of ratification of this Collective Agreement, the Employer shall continue to pay the full discount in accordance with Article 25.10. However, should an employee be deemed to have resigned in accordance with Article 20.9(b) or fail to remain in the employ of the Employer for at least six (6) months after their return to work, the Employer will recover monies paid pursuant to this article on a pro rata basis.

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

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

**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. It is understood that all employees will participate in ensuring the day to day cleanliness of the school.

**21.3 Safety Committee**

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

**21.4 Unsafe Work Conditions**

No employee shall be disciplined for exercising his/her right to refuse to perform unsafe work pursuant to the applicable sections of the Occupational Health and Safety Regulations.

**21.5 Injury Pay Provision**

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

**21.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at no cost to the employee.

**21.7 Employee Check-In**

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

## 21.8 Communicable Diseases and Parasitic Infestations

- (a) The parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease or parasitic infestations.
- (b) Where the Employer is aware of a child with a communicable disease or parasitic infestation transmitted via the respiratory system, skin or bowels, or in the case whereas required by the Federal Health Department, Licensing or Health Authority, the Employer shall inform the employees about the inherent risk of the communicable disease or parasitic infection.
- (c) Where a vaccination is, or may become available as a preventative measure and such vaccination is not already available to the employees at no cost, the Occupational Health and Safety Committee shall meet to discuss a process whereby the vaccination can be made available.
- (d) Where an employee has contracted scabies, lice or any other parasitic infestation as a result of exposure in the workplace, they shall be entitled to sick leave, for any scheduled shifts in the following twenty-four (24) hour period to deal with personal matters arising from the exposure.
- (e) The Employer shall, in consultation with the Occupational Health and Safety Committee, develop and implement a program and procedure to work to prevent acquisition and transmission where employees may come into contact with a person and/or the possessions of a person with a communicable disease.
- (f) The Employer may provide, as needed, information sessions/in-services to educate employees regarding communicable diseases as part of the program. Time spent by employees at these sessions shall be without loss of pay.

## 21.9 Workplace Aggression

Employees who, in the course of their duties, may be exposed to aggressive conduct shall be provided with training in recognising and handling such episodes.

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

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

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

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

## ARTICLE 22 - TECHNOLOGICAL CHANGE

### 22.1 Definition

"*Technological change*" shall mean:

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

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

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

## **22.2 Advance Notice**

Where the Employer is aware of an impending change ahead of time, the Employer shall notify the Union sixty (60) days before the introduction of any technological change.

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

## **ARTICLE 23 - CONTRACTING OUT**

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

## **ARTICLE 24 - HIRING, PROMOTIONS AND STAFF CHANGES**

### **24.1 Job Postings**

(a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, and on all union and staff only bulletin boards and union binders, within seven (7) days of the vacancy or of the new position being established, for a minimum of seven (7) calendar days, so that all members will know about the vacancy or new position.

(b) The Employer may advertise concurrently outside the agency with the understanding that if a qualified internal applicant applies they will be considered prior to any outside applicants, subject to Article 24.3.

### **24.2 Information in Postings**

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

### **24.3 Appointment Policy**

In the selection of candidates for posted vacancies, the qualifications and abilities of the employees concerned shall be the primary considerations, and where such factors are relatively equal, seniority shall be the determining factor.

### **24.4 In-School Transfers**

(a) It is understood by the parties that the employees may request a transfer on a temporary basis, in cases where it is unsafe for the unborn child of a pregnant employee. Such request may not be unreasonably denied.

(b) In certain other cases, relocation within the school year may be in the best interest of the employee. In such cases, and where bona fide reasons exist, transfers may take place. Such request may not be unreasonably denied.

(c) It is understood that the Employer may transfer or re-assign an employee at any time during the school year where bona fide reasons exist. In those cases, the Employer will give a minimum of fifteen (15) days notice prior to transfer, or where this cannot be done, as much notice as possible will be given.

#### **24.5 Trial Period**

When a vacancy is filled by an existing employee, who has served the probationary period pursuant to Clause 11.8, the employee shall be confirmed in the new job after a period of three (3) 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 (3) months. If the employee is unable to perform the duties of the new job or if the employee, wishes to return to his/her former position, she shall be returned to her former position and wage/salary rates without loss of seniority as soon as practicable. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position and wage or salary rate without loss of seniority. The trial period for part-time employees will be equal to three (3) months of full-time; but in any event will not exceed six (6) calendar months.

#### **24.6 Local Union Observer**

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

#### **24.7 Notification to Employee and Union**

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

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

#### **24.8 Right to Grieve**

Where an employee feels that he has been aggrieved by a decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the grievance procedure in Article 9 of this Agreement within seven (7) days of being notified of the results.

#### **24.9 Extended Absence**

Employees who will be absent from duty on extended leaves of absence or vacation, for more than seven (7) calendar days will be entitled to file a letter of preference with their supervisor indicating positions they would accept should a vacancy occur while they are absent. Such letter(s) of preference will only be valid for the duration of the absence. The Employer will notify the interested employee by the agreed-to method of contact and copy the union designate, should such a position arise. The employee shall respond within seven (7) days of notice.

#### **24.10 Temporary Vacancies**

(a) Vacancies of a temporary nature, which exceed or are expected to exceed three (3) months, shall be posted as per Clause 24.1.

(b) Casual employees may elect to receive pay in lieu of vacation and statutory holidays for the duration on the temporary vacancy they are filling. Successful applicants who fill a temporary vacancy may apply for Article 26, Health and Welfare Benefits, for which they are eligible, after six (6) months in the temporary vacancy. Upon completion of the temporary work assignment, the employee's entitlement to the Health and Welfare Benefit plan will cease.

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

**24.11 Interviews**

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

**24.12 Deemed Qualified**

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

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

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

**25.2 Rate of Pay**

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

**25.3 Substitution Pay**

When an employee, at the request of her immediate supervisor, substitutes in or performs the principal duties as defined in the job description of a higher paying position for one (1) full shift or more, she shall receive the rate for a job where a single rate is established. If a salary range is established, she shall receive the minimum rate of the new salary range, or the rate in the new salary range which is the closest step to eight percent (8%) above her 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 her regular rate of pay shall maintain her regular rate of pay.

**25.5 Reclassification of Position**

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

**25.6 Vehicle Allowance**

- (a) Vehicle allowance for all kilometres travelled on the Employer's business shall be paid to employees who are required in writing by the Employer to use their own vehicles in the performance of their duties.
- (b) Vehicle allowances shall be paid only on submission of the approved travel form signed by the employee and approved by her supervisor.
- (c) Where an employee is required to use her automobile for the Employer's business, the employee must conform to the regulations of the Insurance Corporation of BC and carry the appropriate class of insurance.

- (d) Where the ICBC regulations require the employee to carry business class insurance, the Employer shall pay the premium difference between business class and the next lower class, on submission of documentation of that premium difference certified as correct by the employee's immediate supervisor.
- (e) The vehicle allowance shall be forty-six cents (46¢) per kilometre.
- (f) Although employees may transport children in their own vehicle, no employee shall be required to do so.

### **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 eight percent (8%) above his/her 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**

- (a) Where an employee believes that his job has been improperly classified, he shall discuss his classification with his immediate supervisor. On request, the Employer will provide the employee with a written statement of the employee's current job duties.
- (b) If the employee continues to believe that his classification is improper, he may initiate an appeal by filing a grievance directly at Step 3 of the grievance procedure as contained in Article 9. The written grievance must indicate which classification contained in the pay schedule of the current Collective Agreement the employee believes is the proper classification for the job.
- (c) If, following the response at Step 3, there remains a dispute over the employee's classification, the Union may advance the matter to arbitration under Article 10. The parties may agree to select an arbitrator other than those set out on the agreed list for the purpose of obtaining classification expertise.

### **25.9 Family Tuition Discount**

- (a) The Employer will provide a discount in tuition for children of employees of Cefa as long as they remain employees of Cefa as follows:
  - (1) Twenty-five percent (25%) discount .....up to three (3) years service
  - (2) Fifty percent (50%) discount ..... after three (3) years service
- (b) Employees employed prior to the ratification date of this Agreement shall continue to receive the fifty percent (50%) discount for all tuition as long as they remain employees of Cefa.
- (c) The two hundred and fifty dollar (\$250) registration fee shall be waived.

## **ARTICLE 26 - HEALTH AND WELFARE BENEFITS**

### **26.1 Eligibility**

- (a) A regular employee will become eligible for coverage under these Plans on the first (1<sup>st</sup>) day of the month following the month in which the employee successfully completes her probation period, not to exceed six (6) months. Coverage under the provisions of these plans will apply to regular full-time employees.
- (b) Regular part-time employees (including their spouse and dependants) may be eligible to enroll in the benefits plans through the Employer, after successfully completing the probation period. The employee shall pay one hundred percent (100%) of the premiums to be deducted from their pay.

## **26.2 Termination**

Coverage under these plans will terminate the day after the employee's employment terminates. Premiums paid by the employee for the balance of the month following the termination date shall be reimbursed to the employee by the Employer.

Coverage under BCMSP will terminate at the end of the month in which the employee's employment terminates.

## **26.3 BC Medical Services Plan**

- (a) The Employer shall pay one hundred percent (100%) of the premiums for eligible employees.
- (b) Eligible employees may enroll their spouse and dependent children in BC MSP through the Employer and shall pay one hundred percent (100%) of such premiums to be deducted from their pay.

## **26.4 Dental Plan**

- (a) The Employer shall pay one hundred percent (100%) of the monthly premiums for eligible employees.
- (b) Employees shall be provided with a mutually acceptable dental plan.
- (c) Eligible employees may enroll their spouse and dependent children in the dental plan and shall pay one hundred percent (100%) of such premiums to be deducted from their pay.

## **26.5 Extended Health Plan**

- (a) The Employer shall pay one hundred percent (100%) of the monthly premiums for eligible employees.
- (b) Employees shall be provided with a mutually acceptable extended health plan.
- (c) Eligible employees may enroll their spouse and dependent children in the extended health plan and shall pay one hundred percent (100%) of such premiums to be deducted from their pay.

## **26.6 Group Life Insurance and Accidental Death and Dismemberment**

- (a) The Employer shall pay one hundred per cent (100%) of the premiums for the group life and accidental death and dismemberment insurance plans.
- (b) The Group Life and Accidental Death and Dismemberment Plan shall be a mutually acceptable plan.
- (c) On termination of employment (excluding retirement) coverage for group life shall continue without premium payment for a period of thirty-one (31) days during which time the conversion privilege may be exercised; that is, the individual covered may convert all or part of her group life insurance into any whole life, endowment or term life policy normally issued by the insurer and the insurer's standard rates at the time, without medical evidence provided this option is available by the carrier.

# **ARTICLE 27 - GENERAL CONDITIONS**

## **27.1 Supply and Maintenance of Equipment**

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

maintain equipment, machinery or supplies or by reason of power failures or other circumstances not attributable to the employees.

### **27.2 Indemnity**

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

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

### **27.3 Copies of Agreement**

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, the Union shall have printed sufficient copies of the Agreement for distribution to employees.
- (b) The cover of the Agreement shall read as follows:

AGREEMENT  
between  
662470 BC Ltd.  
(CORE EDUCATION & FINE ARTS [CEFA])  
(Langley Location)  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

### **27.4 Personal Duties**

The Employer and the Union agree that an employee will not be required to perform work not related to the business of the Employer. To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel. Where an employee feels a problem exists in this area, the Union or Employer may take the matter to the 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 during employment and after termination of such employment. All documents or other relevant material containing confidential client information shall be surrendered to the Employer by the employee on termination of employment. This includes, but is not limited to, contact information.

### **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*, in the course of their duties, shall receive any required training through the Employer at the Employer's expense.

Employees who have not received the required training will not be permitted to administer such a substance.



**27.7 Staff Confidentiality**

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

**27.8 Co-op, Practicum and Work Experience Students**

Co-op, practicum and work experience students shall act solely in a supernumerary capacity and will not displace or result in the layoff of bargaining unit employees.

**27.9 Job Descriptions**

The Employer agrees to supply each employee with a copy of his/her current job descriptions. Upon request, the Union and the steward(s) shall be provided copies of all job descriptions in the bargaining unit.

**27.10 Bargaining Unit Work**

Excluded staff shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, temporary experimentation not to exceed ninety (90) days without mutual agreement, or in emergencies when regular employees are not available, and provided that the work performed does not reduce the hours of work or pay of any regular employee in the bargaining unit.

**ARTICLE 28 - HARASSMENT****28.1 Sexual Harassment**

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

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

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours;
- verbal abuse or threats;
- unwanted sexual invitations;
- physical assault of a sexual nature;
- distribution or display of sexual or offensive pictures or material;
- unwanted questions or comments of a sexual nature;
- practical jokes of a sexual nature.

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

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

(e) Both males and females may be sexually harassed by members of either sex.

**28.2 Personal and Psychological Harassment**

(a) The Employer and the Union recognize the right of all employees to work in an environment free from personal and psychological harassment. The Employer shall take such actions as are necessary to

protect employees from personal and psychological harassment and agree that employees who engage in personal and/or psychological harassment may be disciplined.

(b) Personal and psychological harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

- physical threats or intimidation;
- words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- distribution or display of offensive pictures or materials;
- treatment of an individual that serves no legitimate workplace purpose or action intended to single out an individual.

(c) To constitute personal or psychological harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Personal or psychological harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

(e) Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, and includes incidents related to client or visitor contact, provided the acts are committed within the course of the employment relationship.

### **28.3 Harassment Complaint Procedures**

In the case of a complaint of personal, psychological or sexual harassment, the following shall apply:

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the first level excluded management not involved in the complaint. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this article and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.

(c) The Employer's designate shall investigate the complaint and shall submit his/her report to the President in writing within fifteen (15) days of receipt of the complaint. The President shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised by the President's resolution.

(d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

(e) Pending determination of the complaint, the President, or the Employer's designate, may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.

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

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

(h) Disciplinary action taken against a harasser pursuant to this article, shall not form the basis of a grievance.

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

(j) This article does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*. However, an employee shall not be entitled to duplication of process. An employee making a complaint must choose to direct a complaint to either the BC Council of Human Rights or the process specified above. In either event, a complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

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

## ARTICLE 29 - CRIMINAL RECORDS CHECKS

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

## ARTICLE 30 - SUBSTITUTE EMPLOYEES

### 30.1 Employment Status

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

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

### 30.2 Seniority

(a) The Employer shall maintain a seniority list of substitutes which shall be supplied to the union stewards and posted on the staff bulletin boards.

(b) Substitutes shall accumulate seniority retroactive to their start date after having worked the equivalent of forty (40) days of full-time hours. Seniority shall accumulate on the basis of all straight-time hours worked, and upon written notification by the Union, the hours paid for union business.

(c) Upon return to work from receiving WCB, substitutes will be placed in the same relative position on the seniority list. The employee shall be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work.

(d) When a substitute is hired into a permanent position, the total accumulated hours worked will be converted and credited as seniority. Substitutes may be required to serve a probationary period however the Employer may choose to waive the probationary period.

### **30.3 Call-In Procedures**

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

### **30.4 Substitute Vacation and Paid Holidays**

Substitutes shall receive four percent (4%) vacation pay for the first four (4) years of employment. In the fifth (5<sup>th</sup>) year, the vacation pay shall be increased to six percent (6%).

Substitutes shall receive pay for paid holidays as specified in Article 16.1(a) when they are entitled pursuant to the *Employment Standards Act*.

### **30.5 Leaves of Absence**

- (a) The Employer shall grant, on written request, leave of absence without pay and seniority:
  - (1) for substitutes to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
  - (2) for substitutes elected to a public office for a maximum period of five (5) years.
- (b) A substitute eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which polls are open in which to cast his/her ballot.
- (c) In the case of bereavement, substitutes are entitled to leave as per Clause 19.1 without pay.
- (d) Attendance at court arising from employment shall be with pay and travel expenses if required.
- (e) Notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons for withholding approval.

### **30.6 Application of Agreement**

Except as otherwise noted, the provisions of Articles 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 26 and Memorandum of Agreement #1 do not apply to substitutes unless they specifically reference substitutes.

## **ARTICLE 31 - TERM OF AGREEMENT**

### **31.1 Term of Agreement**

This Agreement shall be binding and remain in effect until midnight February 28, 2011

### **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 November 1, 2010, but in any event not later than midnight November 30, 2010.
- (b) Where no notice is given by either party prior to November 30, 2010, both parties shall be deemed to have been given notice under this article on November 30, 2010.
- (c) All notices on behalf of the Union shall be given by the President or designate and similar notices on behalf of the Employer shall be given by the Employer.

**31.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 31.2, the parties shall, within fourteen (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 shall come into full force and effect on the date of ratification, unless specified otherwise.
- (b) Wage rates, where applicable, shall be implemented in the second pay period after receipt of all funds. Retroactivity shall be paid in the following pay period.

**31.6 Agreement to Continue in Force**

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Natacha Beim  
President

\_\_\_\_\_  
Silva Deras  
Bargaining Committee Member

\_\_\_\_\_  
Jossica Ram  
Bargaining Committee Member

\_\_\_\_\_  
Monique Wemhof  
Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**APPENDIX A**  
**Salary Schedule**

Classification	Level	Current
Cefa Teacher	Senior Cefa Teacher	\$17.54
	Certified Cefa Teacher	\$15.69
Cefa Teacher in Training (completion of Cefa Training)		\$13.85
Teacher		\$13.85
Chef		\$13.17

\*\* Employees who hold an Infant/Toddler certificate shall receive a premium of \$50.00 per month.

**MEMORANDUM OF AGREEMENT #1**

**Re: Job Sharing**

**1. Definition**

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

**2. 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 shall communicate a decision on a job share request in writing to the applicants and the Union within two (2) weeks of the request. Applications to Job Sharing shall not be unreasonably denied.

**3. Number of Employees**

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

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

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

**4. Employee Wages and Benefits**

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

**5. Layoff and Recall**

Where a senior employee exercises her rights, as provided for in Article 13 of the Collective Agreement, the following will apply:

- (a) where the two (2) employees involved in the Job Sharing Agreement are junior to the person exercising her rights under Article 13, then the senior employee shall be placed in the position;

- (b) where the employee exercising her rights under Article 13 is junior to one (1) of the employees covered by the job sharing arrangement, then the employee exercising her rights under Article 13 shall replace the junior employee;
- (c) where an employee covered by this Memorandum of Understanding has been displaced pursuant to Article 13 of the Collective Agreement, she shall have the full rights as provided for under Article 13.

## **6. Seniority**

Seniority for each job sharing partner shall continue based on their previous status.

## **7. Termination**

If one job sharing partner decides to discontinue participating in a job share, she must give thirty (30) days' notice to the Employer and she will then post into another regular position, revert to substitute or resign. The remaining employee shall be given first opportunity to assume the position on a full-time basis. Should that employee decline the position on a full-time basis and wish to continue to job share the position, then every effort will be made by the employee, during the 30 day notice period, to find a job sharing partner satisfactory to all parties. The new job sharing arrangement will then be confirmed in writing. The period of time to find a replacement may result in the remaining job sharing partner assuming the position full-time. If she does not wish a full-time position and no job sharing partner is found, then she would post into another regular position, revert to substitute or resign. The former job sharing position would then be treated in accordance with Article 24 of the Collective Agreement.

If the job sharing arrangement is discontinued by the Employer, the most senior employee will be given first option to assume the full-time position. The other (least senior) partner will be displaced pursuant to the provisions of Article 13 of the Collective Agreement.

The employer must give sixty (60) days' notice if they wish to end a job sharing arrangement.