

**FIRST COLLECTIVE AGREEMENT**

**between**

**COMPLETE CHILDCARE SOCIETY**

**and the**

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

**Effective from April 1, 1994 to March 31, 1997**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) *"Employer"* means the Complete Childcare Society.
- (2) *"Union"* means the B.C. Government and Service Employees' Union.
- (3) *"Bargaining unit"* means the group of employees as described within the certification issued by the Labour Relations Board dated the 18th day of March, 1994. The Parties recognize the classifications contained in Appendix 1 as the current bargaining unit positions.
- (4) *"Employee"* means a person employed by the Employer who is a member of the bargaining unit.
  - (a) *"Full-time employee"* means a regular employee who normally works the workweek as outlined Clause 14.1(a).
  - (b) *"Part-time employee"* means a regular employee who normally works less than full-time but who is regularly scheduled.
  - (c) *"On-call employee"* means an employee, including students, hired to perform the work of an unpredictable frequency or when the full-time or part-time employee is absent from work while on maternity leave, parental leave, adoption leave, leave of absence, illness or any other absence mutually agreed upon by the Employer and its employees.

## - PREAMBLE

### .1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. For that purpose the Parties agree to the following provisions.

### .2 Human Rights Act

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

### .3 Work-Related Duties Only

Employees shall not be required or asked to perform duties which are not related to the Employer's business.

### .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 or Plural:* Wherever the singular is used the same shall be construed as meaning the plural if the facts or context so require.

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**- UNION RECOGNITION AND RIGHTS**

**.1 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all its employees within the bargaining unit. This Agreement covers all employees who occupy classifications appearing in Appendix 1. Any new classifications as mutually created shall be included in the bargaining unit. It is acknowledged that the excluded Childcare Manager is a "*Working Manager*". It is also not a violation for the Administrator to relieve an employee for short periods of time.

**.2 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 No Discrimination for Union Activity**

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

**.4 Picket Lines**

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line while conducting the Employer's business.

**.5 Strikes and Lockouts**

The Parties to this Agreement agree that there shall be no strikes or lockout for the duration of this Agreement.

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**- EMPLOYER RIGHTS**

Subject to the provisions of this Agreement, the Union acknowledges that the Employer has, and retains, the sole, exclusive right and responsibility to manage its operations and business as it sees fit, including but not limited to the following:

- (a) to hire employees and to direct the workforce, including the right to decide on the number of employees needed by the Employer, or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations;
- (b) to make and alter from time to time rules and regulations to be observed by all employees;
- (c) to discipline or discharge employees for just cause and to retire employees at their normal retirement age.

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- UNION DUES AND INFORMATION

**.1 Dues and Assessments**

(a) The Employer shall, upon commencement of employment, deduct from the wages of each employee in the bargaining unit, the amount of the regular dues and/or assessments payable to the Union by members of the Union. Each employee shall provide, as a condition of continued employment, the Employer with written authorization to make such deductions.

(b) The Union shall advise the Employer, in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice the changed amount shall be the amount deducted.

**.2 Information and Dues Remitted to the Union**

(a) Union dues so deducted shall be remitted to the Treasurer of the Union no later than the fifteenth day of the month following the date of deduction. The Employer shall also provide the Union with a list of names (surname and first name), which includes mailing address, telephone number, Social Insurance Number, sex, birthdate, job classification, and gross pay, of those employees from whose wages such deductions were made, together with the amount deducted from such employees.

(b) The Employer agrees to notify the Union within five (5) workdays when an employee has been hired, promoted, recalled or when an employee has resigned. The Employer agrees to notify the Union within twenty-four (24) hours when an employee is laid off, suspended or terminated.

**.3 New Employee Orientation**

(a) At the time of hire new employees will be advised that a Collective Agreement is in effect and of the conditions of employment set out in Clauses 4.1(a) and 5.1.

(b) The Union shall print sufficient copies of the Collective Agreement and the Employer shall distribute them to all employees.

(c) The Employer agrees that during the first week of employment new employees will be introduced to their Union Steward. During orientation the Union Steward will be given thirty (30) minutes during working hours to advise the new employee of the rights and obligations contained in the Collective Agreement.

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- UNION RECOGNITION AND RIGHTS OF STEWARDS

**.1 Maintenance of Union Membership**

All employees in the bargaining unit who were members of the Union as of date of certification shall maintain membership in the Union and all new bargaining unit employees hired on or after the date of certification shall, as a condition of employment, become members of the Union within fifteen (15) days of employment and maintain such membership.



## **.2 Access to Employer Premises**

Union representatives shall be permitted entry to the Employer's operation, but only on approval from an Employer's representative, in order to carry out business related to the Collective Agreement. The Union representatives will not interfere with the employees during working hours unless permission is granted by the Employer's representative, who may accompany the Union representative.

## **.3 Stewards and Leave for Stewards' Duties**

(a) The Employer recognizes the Union's rights to appoint two (2) Union Stewards. The Union shall notify the Employer, in writing, of such appointments. Union Stewards shall attend to their Union duties so as not to unreasonably interfere with the performance of their duties as an employee. The Union Steward shall obtain the permission of the Union Steward's immediate supervisor prior to leaving the work station. Such permission shall not be unreasonably withheld. Upon the resumption of normal duties, the Union Steward shall notify the immediate supervisor.

(b) Union Stewards shall not have authority to alter, amend or otherwise change any part of this Agreement.

(c) The Employer recognizes the employee's rights to be accompanied, upon request, by a Union Steward, or other Union representative, to meetings with the Employer in which the work record of the employee may be discussed.

(d) Paid leave, with prior permission of the Employer, may be granted for:

(1) the investigation of grievances and assisting an employee who the Union Steward represents in presenting a grievance in accordance with Article 8 of this Agreement, providing that there shall be no undue disruption of work; and

(2) attending meetings called by the Employer.

## **.4 Insignia**

The Union will be allowed to display Union Shop signage on the front door of the centre and on the Union bulletin board.

## **.5 Union Bulletin Board**

The Employer agrees to provide one (1) Union bulletin board in a permanent and prominent place in the staff area.

## **.6 Notification of Union Officers**

The Union shall regularly notify the Employer, in writing, of the names of its Union Stewards, Local Executive, and Area Staff Representative.

### **- TIME OFF FOR UNION BUSINESS**

#### **.1 Union Leave - Without Pay {subject to (c) below}**

- (a) Leave of absence, without pay and without loss of seniority, will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee, and to carry on negotiations with the Employer;
  - (4) to employees called by the Union to appear as witnesses before an Arbitration Board or the Labour Relations Board.
- (b) Employees requesting leaves of absences shall obtain the authorization of the Employer at least fourteen (14) days prior to the commencement of leave. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (c) To facilitate the administration of this section, when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs.

## **.2 Leave for Union Office - Without Pay**

The Employer agrees to grant leave of absence without pay and without loss of seniority for up to one (1) year to employees who have been elected to a full-time office or position within the Union. Further leave may be granted with the consent of the Employer.

## **- LABOUR-MANAGEMENT COMMITTEE**

### **.1 Committee Structure**

A Labour-Management Committee will be established, composed of two (2) employees appointed by the Union and two (2) representatives of the Employer. This Committee may call upon additional employees for technical information or advice, however, not more than one (1) employee at any one time may be utilized in this manner without the agreement of the Employer's representatives.

### **.2 Committee Meetings**

Meetings of the Committee will be held at a mutually agreeable time, and shall not interfere with the operational requirements of the facility, however, Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days of rest or outside their regularly-scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight-time.

### **.3 Committee's General Responsibilities**

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

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (b) correcting conditions causing grievances and misunderstandings.

#### **.4 Shift Scheduling**

The Employer has the responsibility for identifying shifts, shift scheduling arrangements, and shift election, consistent with the following guidelines, in the following sequence.

- (a) *Full-time Shifts:* The Employer will identify the maximum possible number of full-time shifts {forty (40) hours per week average} and times of those shifts, consistent with requisite qualifications, however, no such shift will include a split longer than the meal period. The first priority will be to maximize work patterns of shifts on the basis of five (5) days on, two (2) days off. Shifts will then be identified which provide two (2) days off within a seven (7) day period, when days off may not be consecutive. Shifts will be no less than four (4) hours in length, except for students when shifts may be of two (2) hours' duration. All identified shifts shall have no less than eight (8) hours between the end of one (1) scheduled shift and the start of the next scheduled shift.
- (b) *Part-time Shifts:* The Employer will identify the maximum possible number of part-time shifts and times of those shifts, consistent with requisite qualifications, however, no such shift will include a split longer than the meal period. The first priority will be to maximize work patterns of shifts on the basis of five (5) days on, two (2) days off. Shifts will then be identified which provide two (2) days off within a seven (7) day period, when days off may not be consecutive. Shifts will be no less than four (4) hours in length, except for students when shifts may be of two (2) hours' duration. All identified shifts shall have no less than eight (8) hours between the end of one (1) scheduled shift and the start of the next scheduled shift.
- (c) *Shift Election:* Employees, in order of seniority, shall elect available shifts as set out in subsections (a) and (b) above, based upon the requisite qualifications. Thereafter, part-time employees, in order of seniority, and subject to requisite qualifications, will have first refusal of relief opportunities for full-time shifts. Part-time employees, in order of seniority, and subject to requisite qualifications, will have first refusal for on-call shifts where the part-time and on-call shifts do not overlap and where the combination will not exceed the maximum hours of a full-time employee. Where such election is made, the prohibition of split shifts and short changeover will not apply.
- (d) *Shortage of Clients:* Where shifts are scheduled, and not cancelled prior to an employee reporting to work, the employee may be paid two (2) hours' reporting pay and be sent home or provided with four (4) hours' work and pay prior to being sent home.

### **- GRIEVANCE PROCEDURE**

#### **.1 Procedure**

Should a dispute arise between the Employer and any employee or employees regarding the interpretation, application, operation or an alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the dispute shall be considered a grievance, and an earnest effort shall be made to settle the dispute in the following manner.

(a) *Step 1:* Every effort shall be made by the employee and the Employer to settle the dispute through forthright discussion. The aggrieved employee shall have the right to have the Union Steward present at such discussions. If the dispute is not resolved orally, within ten (10) workdays of the occurrence of the grounds giving rise to the grievance, or within ten (10) workdays of the employee becoming aware of the matter in dispute, the employee may submit a written grievance in accordance with subsections (b) and (c) below.

(b) *Step 2:* A written grievance shall be presented to the Employer within seven (7) calendar days of the conclusion of the ten (10) day time period referred to in Step 1. The Employer shall meet with the aggrieved employee and/or Union Steward, and provide such employee and/or Union Steward with a written response to the grievance within ten (10) workdays from the date the written grievance was received by the Employer.

(c) *Filing to Arbitration:* Failing a satisfactory resolution of the grievance at Step 2, the Union representative or the Employer shall advise the other Party, in writing, within five (5) workdays following the expiry of the ten (10) workdays set out in (b) above, that the grievance is to proceed to arbitration in accordance with the provisions of Article 9 of this Agreement.

## **.2 Time Off With Pay During Grievance Procedure**

An employee shall be permitted the necessary time off without loss of pay, benefits or seniority to participate in the grievance procedure and may be present at any Step in the grievance procedure. The Parties agree to be expeditious in the conduct of grievance meetings.

## **.3 Time Limits**

If a grievance is not initiated in accordance with the provisions and time limits set out in this Article, then such grievance shall be deemed to be abandoned. The Employer and the Union may, however, mutually agree to extend any of the time limits contained in this Article, but the same must be in writing.

## **.4 Resolutions Binding**

Where any grievance is resolved in accordance with the procedures set out in this Article, such resolutions shall be final and binding on the Employer, the Union and the employee. This Clause does not preclude “without prejudice” settlements.

## **.5 Deviation from Grievance Procedure**

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, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

# **- ARBITRATION PROCEDURE**

## **.1 Notice to Arbitrate**

Either Party to this Agreement may, in accordance with the grievance procedure set out in Article 8, notify the other Party, in writing, of its intent to submit to arbitration an unsettled grievance relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

## **.2 Arbitrator Selection**

(a) Within fifteen (15) workdays of receipt of the notice referred to in Clause 9.1, the Employer and the Union shall meet to select a single Arbitrator mutually acceptable to both Parties. In the event the Parties are unable to agree to a mutually acceptable Arbitrator, either Party may request the Minister of Labour to appoint an independent Arbitrator.

(b) The Arbitrator shall, within fifteen (15) workdays of the appointment referred to in subsection (a) above, settle the dispute, and the Arbitrator's decision shall be final and binding upon all Parties to this Agreement.

## **.3 Scope of the Arbitrator**

The Arbitrator selected or appointed, in accordance with the provisions of this Agreement, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of the provisions or terms of this Agreement.

## **.4 Costs of the Arbitration**

The Parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the Parties shall bear the cost of their own representatives and witnesses.

## **.5 Time Limits**

The time periods specified in this Article may be altered with the consent of the Parties to this Agreement, but the same must be in writing.

### **- PROBATIONARY PERIOD**

#### **.1 Duration**

All newly-hired employees shall serve a probationary period during which time the Employer shall assess suitability for continued employment. The probationary period shall be five hundred and twenty-two (522) hours from the date of hire.

#### **.2 Probationary Discharge**

The Parties recognize the probationary period to be a trial period. During this period the Employer may release the employee for just cause as it applies to probationers.

#### **.3 Probationary Performance Evaluation**

Throughout the probationary period the Employer undertakes to advise the employee of any shortcomings that become evident.

### **- HIRING AND PROMOTIONS**

#### **.1 Shift Posting**

The Employer agrees that shifts that become vacant will be posted for a period of five (5) workdays on the Union bulletin board and a copy of all such postings shall be provided to the Union and to employees on the recall list. For those full-time or part-time employees on vacation, the Employer shall make every effort to advise them of the posted shift.

## **.2 Part-Time Employees**

Part-time employees wishing additional hours may place their name on a roster for consideration for election of on-call hours.

## **.3 Promotions**

Promotion within the bargaining unit will be on the basis of qualifications. When qualifications are relatively equal between two or more employees the employee senior in service will be awarded the position.

# **- SENIORITY**

## **.1 Definition**

"*Seniority*" shall mean the length of continuous service as a permanent employee with the Complete Childcare Society. Seniority for part-time and on-call employees shall be prorated on the basis of one (1) year's service for every two thousand and eighty-eight (2088) hours completed.

## **.2 Loss of Seniority**

- (a) An employee shall lose her seniority in the event that:
- (1) the employment is voluntarily terminated by the employee;
  - (2) the employee is discharged for just cause;
  - (3) the employee accepts severance pay in accordance with the terms of this Collective Agreement;
  - (4) the employee accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than four (4) months in duration;
  - (5) the employee is terminated as the result of the proper application of this Collective Agreement;
  - (6) the recall period in Clause 13.4 is expired; or
  - (7) the employee fails to report for work within five (5) days of being recalled, or a longer period as mutually agreed in writing between the Employer and employee.
- (b) Provided the following absences from work are authorized in accordance with the terms of this Agreement, an employee shall not lose seniority for any of the following reasons: sick leave; Union

leave; vacation; special leave; unjust discharge; maternity leave; parental leave; leave of absence of forty-five (45) days or less; or layoff.

### **.3 Seniority List**

The Employer shall maintain and post a monthly seniority list for regular employees, and a separate monthly seniority list for on-call employees.

## **- LAYOFF AND RECALL**

### **.1 Layoff Notification**

In the event that a layoff is necessary, the Employer will, prior to conducting the layoff, notify the Union of the impending layoff.

### **.2 Role of Seniority in Layoff**

In the event of a layoff of two weeks or longer, full-time and part-time employees shall be laid off with two (2) weeks' advance notice, or two (2) weeks' pay in lieu of notice.

All layoffs shall be in reverse order of seniority, providing that those retained are qualified to perform designated work functions.

### **.3 Exploration of Other Options**

The Parties agree that all reasonable efforts shall be made to conduct layoff with the least disruption and inconvenience. Prior to any layoff notice being served the Employer shall conduct a pre-layoff canvass to determine if any employee would accept a reduction of work or temporary layoff.

### **.4 Recall List**

All laid-off employees shall be automatically placed on a recall list which shall be established by the Employer. Copies of current recall lists shall be supplied to laid-off employees and the Union upon request. Employees with less than one (1) year's service will retain recall rights for six (6) months. Employees with more than one (1) year's service shall retain recall rights for twelve (12) months.

### **.5 Recall**

Subject to Clause 11.5 an employee on the recall list shall be given preference for filling a posted position for which the employee has the necessary qualifications and ability.

### **.6 Notice of Recall and Response Requirements**

Notice of recall shall be made by telephone to the last reported phone number. It shall be the responsibility of the employee on the recall list to keep the Employer informed of the employee's current address and telephone number. The Employer shall maintain a bound log book for recording all phone calls made for the purpose of recall. Each attempt to call shall consist of two (2) phone calls at least five (5) minutes apart when the first call does not result in contact.

### **.7 Salary Upon Recall**

A recalled employee shall receive a rate of pay consistent with her qualifications on date of layoff.

## **.8 Closure**

- (a) In the case of permanent closure of Complete Childcare Society, the Employer agrees to abide by the provisions of the Employment Standards Act.
- (b) In the event of emergency closure or a layoff of two (2) weeks or less, no notice is required and no pay is owing.

## - HOURS OF WORK

### **.1 Workday and Workweek**

- (a) The hours of work for full-time employees shall be forty (40) hours per week as provided for in Clause 7.4(a).
- (b) Hours of work for part-time employees shall average less than forty (40) hours per week.
- (c) The normal workday shall be eight (8) hours recognizing there will be scheduled shifts of less than eight (8) hours as outlined in Clause 7.4(b).
- (d) Staff meetings shall be included in the computation of hours worked, subject to Clause 15.5.

### **.2 Meal Period**

All employees who work five (5) or more consecutive hours per day shall receive an unpaid lunch period of one-half (½) hour. The lunch period shall be scheduled as close as possible to the middle of the employee's shift.

### **.3 Rest Periods**

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before, and one (1) after, the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

## - OVERTIME

### **.1 Definitions**

- (a) *"Overtime"*:
  - (1) for a full-time employee means work performed:
    - (i) in excess of eight (8) hours per day; or



- (ii) in excess of forty (40) hours per week; or
  - (iii) on a day of rest;
- (2) for a part-time employee means work performed:
  - (i) in excess of eight (8) hours per day; or
  - (ii) in excess of forty (40) hours per week; or
  - (iii) on the sixth and seventh days worked in a week, except where a part-time employee elects on-call shifts on those days pursuant to Clause 7.4(c).
- (3) for an on-call employee means work performed:
  - (i) in excess of eight (8) hours per day; or
  - (ii) in excess of forty (40) hours per week.
- (b) *"Straight-time"* means the hourly rate of remuneration.
- (c) *"Time-and-one-half"* means one and one-half (1½) times the straight-time rate.
- (d) *"Double-time"* means twice the straight-time rate.
- (e) *"Double-time-and-one-half"* means two and one-half (2½) times the straight-time rate.

## **.2 Overtime Compensation**

Overtime shall be compensated at the following rates:

- (b) time-and-one-half for the first three (3) hours of overtime on a regularly-scheduled workday; and
- (c) double-time for all hours worked in excess of (a) and for all hours worked in excess of forty-eight (48) in a workweek.
- (d) Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for a period of overtime of less than five (5) minutes per day.

## **.2 Callback**

An employee called back to work after completing a normal day's work or from a normal day off or from vacation shall be paid at the rates outlined in Clause 15.2 above and will be paid for a minimum of three (3) hours.

## **.3 Overtime Voluntary**

All employees shall have the right to refuse to work overtime without being subject to disciplinary action, except when required to work such overtime in emergency or urgent situations at which time overtime will be assigned and may not be refused. The overtime will be offered in order of seniority to those employees on shift, subject to qualifications and availability. If all such staff decline, the junior of such staff will be assigned the work. The Employer agrees, as much as possible, to accommodate any resulting burdens upon the assigned staff.

## **.4 Society/Staff Meetings**

Employees requested to attend Society or Society/Staff meetings that are held at times other than an employee's regular hours will be paid at straight-time for the actual hours of the meeting. The Parties agree that attendance at these meetings is voluntary.

## - VACATION ENTITLEMENT AND PAY

### .1 Definitions

"*Calendar year*" shall mean the twelve (12) month period running from the 1st day of January to the 31st day of December inclusive.

"*Workdays*" for the purpose of this Article shall mean eight (8) hours for full-time employees, but prorated for part-time employees.

### .2 Vacation Entitlement - Regular Employees

(a) Full-time and part-time employees shall receive an annual vacation with pay on the following basis:

- (1) after one (1) year of service - ten (10) days at four percent (4%) of gross earnings;
- (2) after five (5) years of service - fifteen (15) days at six percent (6%) of gross earnings.

(b) Full-time and part-time employees shall also be entitled to elect a further period of unpaid vacation equivalent to two (2) percent of hours worked.

(c) The provisions of Clause 16.5 apply to entitlements in subsections (a) and (b) above.

### .3 Vacation Entitlement - On-Call Employees

An on-call employee shall be entitled to receive annual vacation pay at the rate of four percent (4%) of the employee's regular earnings with time off without pay determined in accordance with the Employment Standards Act.

### .4 Vacation Paycheques

Whenever possible, employees may, upon giving fifteen (15) calendar days' notice in writing, receive on the last workday preceding commencement of their vacation, any cheques which normally fall due during the period of their vacation.

### .5 Vacation Scheduling

(a) Subject to the provisions of this Clause, it is the intent of the Parties that no employee shall be restricted in the time of the year she chooses to take her vacation entitlement except for August 20th to September 30th. However, all employees shall be allowed to take at least two (2) weeks of their vacation entitlement during the period May 1st to August 20th inclusive, which shall be defined as the "*prime time vacation period*".

- (b) For those employees who have more than two (2) weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.
- (c) Vacations shall be taken in increments of five (5) days except five (5) vacation days per year may be taken in lesser increments.
- (d) Preference in the selection and allocation of vacation time shall be determined on the basis of seniority. Where an employee chooses to split her vacation, her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (e) Vacation schedules will be circulated and posted by April 1st of each year.
- (f) An employee who does not exercise her seniority rights within one (1) week of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (g) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (h) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of extreme emergency, except by mutual agreement between the employee and the Employer and where the change shall have no impact upon the vacations of other employees.

#### **.6 Vacation Earnings and Authorized Leave**

Absence from work due to any illness, accident or leave authorized under this Agreement shall be deemed to be time worked for the purposes of vacation entitlement.

#### **.7 Designated Holiday Coinciding with Vacation**

If a designated holiday, as set out in Article 17 of this Agreement, falls within an employee's vacation period, the employee shall be entitled, in addition to the regular vacation entitlement, to an additional number of hours of vacation with pay equal to the number of hours that the employee would have received had the employee not been on vacation.

#### **.8 Paid Leave During Vacation**

When an employee is entitled to paid leave in accordance with the provisions of this Agreement, during this vacation period, there shall be no deduction from vacation time for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide acceptable documentation within five (5) workdays of returning to work.

#### **.9 Vacation Pay Upon Termination**

Upon termination of employment, the employee shall receive a vacation allowance equivalent to vacation entitlement to the point of termination less any actual vacation time taken.

### **- DESIGNATED HOLIDAYS**

—

## **.1 Designated Holidays**

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (eff. April 1/96)	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

## **.2 Other Holidays**

Any day proclaimed as a holiday by the Federal or Provincial Governments shall be deemed a designated holiday.

## **.3 Eligibility**

- (a) Full-time and part-time employees, following thirty (30) calendar days of continuous service, shall be eligible for the paid holidays described in Clauses 17.1 and 17.2 above.
- (b) All on-call employees shall receive pay for designated holidays where the employee has worked fifteen (15) days in the previous thirty (30) workdays. If an on-call employee is required to work on a statutory holiday, the employee shall be compensated in accordance with Clause 17.5.
- (c) Employees will be paid what they would have earned had they worked on the designated holiday. When the length of the workday varies an employee will be paid the average of the last fifteen (15) days worked.

## **.4 Designated Holidays Coinciding with Scheduled Days Off**

When a designated holiday falls on the regular day off of an employee who qualifies for the holiday, the employee shall choose either to be granted an equivalent time off without loss of pay or to be paid for the equivalent time off at regular straight-time. The time at which the equivalent time off shall be taken is to be determined by the employee, subject to the approval of the Employer, which shall not be unreasonably withheld.

## **.5 Compensation for Work on Designated Holidays**

- (a) An employee who is required to work on a regularly-scheduled shift on a designated holiday shall be paid time-and-one-half plus any entitlement under Clause 17.3.
- (b) An employee who is required to work overtime on the day of a regularly-scheduled shift on a designated holiday shall be paid time-and-one-half for the scheduled shift, plus any entitlement under Clause 17.3, plus overtime pay pursuant to Clause 15.2 for any overtime worked.
- (c) An employee who is not scheduled to work on a designated holiday but is called to work overtime on such day, shall be paid overtime pursuant to Clause 15.2 plus any entitlement under Clause 17.3.

## **.6 Christmas Day Scheduling**

The Childcare Centre will be closed on Christmas Day.

- **EMPLOYEE BENEFITS**

Upon completion of their probationary period, employees shall be entitled to the following benefits.

**.1 Dental Plan**

The Employer shall provide for all full-time and part-time employees and their dependents, a mutually acceptable Dental Plan which provides:

- ◆ Part A - Basic and Supplementary - eighty percent (80%) coverage; maximum fifteen hundred dollars (\$1500) per year.
- ◆ Part B - Major and Dentures - fifty percent (50%) coverage; maximum fifteen hundred dollars(\$1500) per year.

**.2 Extended Health Care Plan**

The Employer shall provide, for full-time and part-time employees, a mutually acceptable Extended Health Care Plan - twenty-five dollar (\$25) deductible, ninety percent (90%) prescription drugs and eligible expenses, travel insurance, no maximum.

**.3 Group Life Insurance**

- (a) *Life Insurance and Accidental Death and Dismemberment:* The Employer shall provide a mutually acceptable plan with benefits equal to three (3) times an employee's annual salary with a maximum of twenty-five thousand dollars (\$25,000).
- (b) *Dependent Group Life Insurance:* The Employer shall provide a mutually-acceptable plan with benefits equal to five thousand dollars (\$5,000) for a spouse, and two thousand five hundred dollars (\$2,500) for each child.

**.4 Long-Term Disability Plan**

- (a) Full-time and part-time employees will be entitled to elect to pay one hundred percent (100%) of the premium coverage under a Long-Term Disability Plan providing a benefit of sixty-six and two-thirds percent (66  $\frac{2}{3}$  %) of pay - maximum twenty-five hundred dollars (\$2500); one hundred and nineteen (119) day elimination period; two (2) years own occupation; to sixty-five (65) years old for total disability.
- (b) Elimination period shall commence on the first day of an injury or the eighth day of illness.

**.5 Benefit Plan Premiums**

Premium sharing for dental, extended health and group life will be shared fifty/fifty (50/50).

**.6 Medical Plan**

Effective April 1, 1996 full-time and part-time employee may elect coverage under the B.C. Medical Plan for themselves and/or spouses and dependents by paying, through the Employer, seventy-five percent (75%) of the premium, and the Employer will pay twenty-five percent (25%). Employees entitled to MSP premium assistance, shall make annual application.

#### **.7 Medical Examination**

Where the Employer requires an employee to have a medical examination or medical interview, it shall be at the Employer's expense. This Clause does not apply to employees returning after an extended leave for sickness or WCB, they are expected to provide the Employer with medical clearance.

#### **.8 Legislative Changes**

If the premiums paid by the Employer for any employee benefit covered by this Agreement are reduced as result of any legislative or other action, the amount of saving shall be used to increase other benefits available to the employees as may be mutually agreed between the Parties.

### **- SICK LEAVE**

#### **.1 Paid Sick Leave Entitlement**

(a) Any full-time employee who has earned at least one-half ( $\frac{1}{2}$ ) of her calendar month's pay shall earn sick leave credits at the rate of one-half day per month to a maximum of six (6) days' entitlement per year. Time not taken will be paid out on May 31 of each year.

(b) A part-time employee shall earn sick leave credits on one-half ( $\frac{1}{2}$ ) of the above formula.

#### **.2 Procedure for Claiming Sick Leave**

In order to qualify for paid sick leave entitlement, the eligible employee wishing to take such leave shall report by telephone or otherwise to the Childcare Centre prior to the commencement of the employee's regularly-scheduled shift work.

#### **.3 Sick Leave Records**

The Employer shall compile and maintain accurate sick leave records. An employee shall be entitled to review her sick leave record upon request.

#### **.4 Medical and Dental Appointments**

Absence from work for medical and dental appointments shall be deducted on an hour-for-hour basis from an employee's accumulated paid sick leave entitlement.

### **- LEAVES OF ABSENCE**

#### **.1 General Leave**

(a) An employee may request a leave of absence without pay and such request shall be submitted, in writing, to the Employer for approval. Except for unforeseen circumstances, all requests for leave of absence shall be submitted in writing one (1) month in advance of the date the leave is to commence.

(b) All requests for leave of absence shall be considered on the basis of the purpose of the leave and operational requirements of the Employer and must be approved in writing prior to the commencement date of such leave. Refusal of such leave must be written with reasons for the refusal stated. Approval for such leaves shall not be unreasonably withheld.

## **.2 Bereavement Leave**

(a) For the purposes of this Clause, "*immediate family*" shall mean spouse, parent, child, brother, sister, common-law spouse, grandparent, mother-in-law, father-in-law and grandchild.

(b) In the event of a death in the immediate family of a full-time or part-time employee, the employee, on request, will be entitled to three (3) consecutive workdays' leave of absence with pay to make arrangements for or to attend the funeral.

(c) An employee may request a further period of up to two (2) weeks' leave without pay. Approval for such leave shall not be unreasonably withheld.

(d) The Employer may request evidence to substantiate a request for bereavement leave.

## **.3 Jury Duty Leave**

All time lost by an employee due to necessary attendance for jury duty or as a subpoenaed witness, except when a direct result of personal affairs, or attending as a witness for the Complete Childcare Society shall be paid for at the rate of pay applicable to the employee, minus any allowance received as jury duty pay or witness payments. Once an employee is released from jury duty or witness duty, the employee shall return to the employee's regular job.

# **- MATERNITY, ADOPTION AND PARENTAL LEAVE**

## **.1 Maternity, Adoption and Parental Leave**

An employee shall qualify for maternity, parental, or adoption leave upon completion of the first six (6) months of employment.

(a) Upon request a pregnant employee will be granted maternity leave without pay for a period of not more than six (6) months.

(b) Upon request, an employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.

(c) Upon request, an employee shall be granted parental leave without pay for up to fifteen (15) weeks following the birth or adoption of a child.

(d) An employee who has been off on maternity or adoption leave is also entitled to the parental leave provisions as outlined.

(e) The Employer shall maintain coverage for Extended Health Care, Dental, and Group Life (and B.C. Medical effective April 1, 1996) benefits and shall pay the Employer's share of these premiums while the employee is on maternity, parental, or adoption leave.

(f) Maternity or parental leave for employees in the first six (6) months of employment shall be in accordance with the Employment Standards Act.

## **.2 Benefits on Return to Work**

(a) On return from maternity, parental, or adoption leave employees shall be placed in their former position or in a position of equal rank and basic pay.

(b) Notwithstanding Clauses 16.2 and 16.5, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, parental, or adoption leave, providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this Clause may be carried over to the following year.

## **- GENERAL**

### **.1 Use of an Employee's Car**

When an employee uses the employee's car for the Employer's business, the employee shall be paid twenty-eight cents (28¢) per kilometre if the employee obtains prior approval from the Employer.

### **.2 First Aid Kit**

The Employer agrees to provide a proper first aid kit on the premises that meets the required licensing guidelines.

### **.3 Unsafe Equipment and Practices**

(a) In accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers' Compensation Act, Section 8.24, an employee may refuse to carry out any work process where she has reasonable cause to believe that to do so would create an undue hazard to her health or safety, or that of another person. The processes relating to this Clause shall be those set out in Section 8.24 of the "Regulations", and any resulting disputes may be resolved pursuant to Articles 8 and 9 of this Agreement.

(b) In such circumstances, the employee shall, for the shift involved, be assigned to other work at the equivalent shift rate.

(c) Employees abusing the intent and provisions of this section may be subject to disciplinary action.

### **.4 Working and Health Conditions**

The Employer agrees to maintain good working and health conditions in the employee's work areas.

### **.5 No Harassment**



Subject to Article 3 (Employer Rights), the Employer shall not harass, belittle, or interfere in the work of the employees.

#### **.6 Staff Room**

The Employer will provide (smoking and non-smoking) staff areas that can be utilized for rest periods, meal breaks and the storage of personal effects during the workday. The Union agrees that the present facilities meet the intent of this Clause.

#### **.7 Quality Care Committee**

A Union member shall be appointed by the Union to the Quality Care Committee and time spent shall be as set out for the Union members of the Labour-Management Committee.

#### **.8 Paydays and Pay**

Wages will be as set out in Appendix 1. Paycheques shall be available to employees no later than the banking day on, or prior to, the fifteenth day of each month and the last day of the month and, where available, on the last shift worked prior to the above dates.

### **- TERM OF AGREEMENT**

#### **.1 Duration**

This Agreement shall be binding and remain in effect to midnight March 31, 1997.

#### **.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 January 1, 1997 but, in any event, not later than midnight, January 31, 1997.
- (b) Where no notice is given by either Party prior to February 1, 1997 both Parties shall be deemed to have been given notice under this Clause on February 1, 1997 and thereupon Clause 23.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Childcare Manager of the Society.

#### **.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 23.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

#### **.4 Change in Agreement**

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

#### **.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of *bona fide* collective bargaining.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields  
President

\_\_\_\_\_  
Lesley Davidson  
President, Board of Directors

\_\_\_\_\_  
Theresa Musso  
Bargaining Unit Chairperson

\_\_\_\_\_  
Lori Campbell  
Child Care Manager

\_\_\_\_\_  
Gayle Williams  
Bargaining Committee Member

\_\_\_\_\_  
Sue MacKay  
Administrative Assistant

\_\_\_\_\_  
D. Kim Smith  
Staff Representative

\_\_\_\_\_  
Gerry Bell  
Labour Relations Consultant

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

## APPENDIX 1 - WAGE RATES

<b>JOB CLASSIFICATIONS AND THEIR RELATIVE VALUES</b>	
<b>Abbreviations:</b> CW = Childcare Worker; ECE = Early Childhood Educator; A/MGR = Assistant Manager.	
CW1	This classification is for a worker who possesses no recognized training course accreditation.
CW2	This classification is for a worker who possesses at least one (1) course completion toward ECE accreditation and is continuing with the program.
CW3	This classification is for a worker who has completed at least one-half (½) of the courses necessary for ECE certification and is continuing with the program.
ECE1	This classification is for a worker who has completed ECE training, has completed the final practicum, and has worked the necessary 500 hours to achieve ECE certification.
ECE2	This classification is for a worker who has achieved ECE certification and has completed "Infant and Toddler" training, but is awaiting the final practicum.
ECE3	This classification is for a worker who has achieved ECE certification and has completed "Infant and Toddler" training, and has completed the final practicum.
A/MGR	
<b>HOURLY WAGE RATE NOTES</b>	
1	WEWS is Women's Equality Wage Supplement (called the "Women's Equality Ministry Wage Supplement Initiative").
2	The 1994 wage column is for information only. The WEWS will be calculated as follows: <ul style="list-style-type: none"> <li>➤ The WEWS funds available to the bargaining unit generate one dollar and twenty-five cents (\$1.25) per hour. Upon ratification, all hours paid between April 1, 1994 and the end of February, 1995 will be determined for all current and non-working staff, and such hours will be multiplied by one dollar and twenty-five cents (\$1.25) and paid out in a lump sum.</li> <li>➤ All hours paid in March, 1995 will have the one dollar and twenty-five cent (\$1.25) premium added to the hourly wages.</li> </ul>
3	Effective April 1, 1995, or at any later date within the term of the Collective Agreement, should there be a significant reduction in the overhead costs of the Employer, the Employer will notify the Union of the details of the savings, and the Parties shall immediately meet to negotiate an appropriate wage increase.
4	If and when Women's Equality Wage Subsidy funding is provided for the period of April 1, 1995 to March 31, 1996, the Employer and the Union shall meet to negotiate appropriate increases to remuneration, for that period (retroactive to April 1, 1995) or remuneration of another form as may be agreed to at that time. Unless otherwise agreed, the WEWS, during this period, will be treated as a premium, and except for the calculation of vacation pay entitlement and insured wages pursuant to Clauses 18.3, 18.4, and for the purposes of Articles 17 and 19, will not be treated as part of wages for the purposes of overtime calculation.
5	On or before April 1, 1996, the Employer and the Union shall meet for the purposes of negotiating wage and/or benefit increases to become effective April 1, 1996, notwithstanding the provisions of Note #3 above, or the availability of WEWS for the period of April 1, 1996 to March 31, 1997.
6	If and when WEWS funding is provided for the period of April 1, 1996 to March 31, 1997 the Employer and Union shall meet for the purpose of negotiating in the manner as set out in Note #4 except that the Employer and Union may elect to incorporate the WEWS into wages for all purposes.
7	Effective upon ratification by the Parties to this Collective Agreement, a premium of thirty-five cents (35¢) per hour will be paid for all hours on a shift which requires cooking to be performed. This will be added to the hourly wage rate of pay for the classification of the employee involved. The premium will be added after calculations for such other premiums. To qualify for the premium the employee must be assigned cooking responsibility and be a holder of a Food Safe Certificate.

HOURLY WAGE RATE SCALE							
Job Class'n	Current Rate	Effective April 1, 1994		Effective April 1, 1995		Effective April 1, 1996	
CW1	6.50	WEHS	1.25	WEHS		WEHS	
		----	----	+Other		+Other	
		+Rate	6.50	+Rate	6.75	+Rate	7.00
		=Wage	7.75	=Wage		=Wage	
CW2	7.00	WEWS	1.25	WEWS		WEWS	
		----	----	+Other		+Other	
		+Rate	7.00	+Rate	7.25	+Rate	7.50
		=Wage	8.25	=Wage		=Wage	
CW3	7.25	WEHS	1.25	WEHS		WEHS	
		----	----	+Other		+Other	
		+Rate	7.25	+Rate	7.50	+Rate	7.75
		=Wage	8.50	=Wage		=Wage	
ECE1	8.00	WEHS	1.25	WEHS		WEHS	
		----	----	+Other		+Other	
		+Rate	8.00	+Rate	8.25	+Rate	8.50
		=Wage	9.25	=Wage		=Wage	
EC2	8.25	WEHS	1.25	WEHS		WEHS	
		----	----	+Other		+Other	
		+Rate	8.25	+Rate	8.50	+Rate	8.75
		=Wage	9.50	=Wage		=Wage	
EC3	9.00	WEHS	1.25	WEHS		+WEHS	
		----	----	+Other		+Other	
		+Rate	9.00	+Rate	9.25	+Rate	9.50
		=Wage	10.25	=Wage		=Wage	
A/MGR	9.25	WEHS	1.25	WEHS		WEHS	
		----	----	+Other		+Other	
		+Rate	9.25	+Rate	9.50	+Rate	9.75
		=Wage	10.50	=Wage		=Wage	

## APPENDIX 2 - AGREED SENIORITY LIST TO FEBRUARY 28, 1995

#	Employee Name	Hire Date	Total Hours Worked	Total Years (@ 2088 hrs/yr)
1	Susan Wilting	February 1, 1990	9599.67	4.59
2	Barb McConnell	February 1, 1990	9260.50	4.43
3	Linda Legg	May 1, 1990	9104.95	4.36
4	Karin Lemieux	March 8, 1991	7870.67	3.76
5	Tracy Yurkiw	September 10, 1990	7800.16	3.73
6	Lynn Ferec	June 28, 1991	7673.00	3.67
7	Mona McAmmond	September 16, 1991	6999.25	3.35
8	Theresa Musso	October 15, 1990	6860.60	3.28
9	Gabrielle Krause	October 10, 1991	6821.25	3.26
10	Alvera Sivertson	July 26, 1991	6713.25	3.21
11	Elaine Nault	November 28, 1991	6397.25	3.06
12	Pat Liddy	June 8, 1992	5397.00	2.58
13	Gayle Williams	June 2, 1992	5167.75	2.47
14	Naomi Alexander	January 11, 1993	3541.55	1.69
15	Heidi Zawislak	January 8, 1992	2578.75	1.23
16	Linda Kofman	August 16, 1993	1616.00	.77
17	Patricia Kane	June 8, 1994	1402.00	.67
18	Val Seymour	February 16, 1994	706.75	.33
19	Maggie Michalczyk	January 14, 1994	466.25	.22
20	Nicole Huber	September 3, 1994	457.75	.21
21	Rajinder Lotay	September 16, 1993	430.25	.20
22	Leslee Tom	November 29, 1994	132.25	.06
23	Kathy Jansson	February 9, 1995	41.25	.01

**MEMORANDUM OF AGREEMENT #1 - JOB DESCRIPTIONS**

This Memorandum forms part of this Collective Agreement. The Parties agree that Job Descriptions for all bargaining unit positions shall be prepared and agreed upon, no later than six (6) months following ratification of the Collective Agreement, and that the Job Descriptions shall form part of the Collective Agreement and be Appendix 3 of the Collective Agreement, replacing this Memorandum.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

\_\_\_\_\_  
John T. Shields  
President

\_\_\_\_\_  
Lesley Davidson  
President, Board of Directors

\_\_\_\_\_  
Theresa Musso  
Bargaining Unit Chairperson

\_\_\_\_\_  
Lori Campbell  
Child Care Manager

\_\_\_\_\_  
Gayle Williams  
Bargaining Committee Member

\_\_\_\_\_  
Sue MacKay  
Administrative Assistant

\_\_\_\_\_  
D. Kim Smith  
Staff Representative

\_\_\_\_\_  
Gerry Bell  
Labour Relations Consultant

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

**LETTER OF UNDERSTANDING #1 - SHIFT SCHEDULING, CLAUSE 7.4**

The Parties agree that shift elections as provided for in Clause 7.4(c) will occur at the following times:

- ◆ mid-December for period January 1 to April 30;
- ◆ mid-April for the period May 1 to June 30;
- ◆ mid-June for the period July 1 to August 31;
- ◆ mid-August for the period September 1 to December 31.

The Parties further agree that employees whose qualifications and seniority qualify them for a full-time shift as per Clause 7.4(a) will not have their hours reduced because of a shortage of work for the posted period. If a shortage of work occurs, full-time employees will be reassigned hours that might have previously been identified as part-time hours. Nothing in this Agreement precludes a full-time employee from requesting a reduction in hours.

During the process of determining the number of full-time shifts in Clause 7.4(a) the Employer agrees to meet in advance of the shift election times with the Labour-Management Committee to discuss and receive their input prior to the shift election process.

Should a dispute arise regarding the number of full-time shifts identified the matter will be referred to Section 87 of the Labour Code for an expeditious decision. The Section 87 Officer will be guided by the same considerations facing management when determining shift schedules:

- (a) number of hours per day the facility is open;
- (b) number of clients registered for the term of the next election of shift tenure;
- (c) historical information that will assist with predictability of numbers of children;
- (d) qualification required.