

COLLECTIVE AGREEMENT

between

THE BOAT DAY CARE

and the

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

Effective from March 1, 1999 to February 28, 2003

TABLE OF CONTENTS

ARTICLE 1 - UNION RIGHTS AND RECOGNITION	1
1.1 Rights Act	1
1.2 Recognition	1
1.3 No Other Agreement	1
1.4 No Discrimination for Union Activity	1
1.5 Picket Lines	1
1.6 Union Shop	1
1.7 Recognition of Shop Steward System	1
1.8 Meeting the Employer	1
1.9 Leave with Pay	1
1.10 Acquainting New Employees	2
1.11 Union Contacting at Work	2
1.12 No Disruption for Union Activity	2
ARTICLE 2 - EMPLOYER'S RIGHTS	2
ARTICLE 3 - EMPLOYER-UNION RELATIONS	2
3.1 Employer-Union Relations	2
3.2 Check-off Authorization and Deductions	2
3.3 Remittance of Dues	2
3.4 Dues Receipt	2
3.5 Alteration of Dues and Special Deductions	3
3.6 Notification of Staff Changes	3
3.7 Correspondence	3
3.8 Copies of Agreement	3
ARTICLE 4 - STAFFING	3
4.1 References to Employees	3
4.2 Definition of Regular Employee	3
4.3 Definition of Auxiliary Employee	3
4.4 Notification of Employment for Regular Employees	3
4.5 Notification of Employment for Auxiliary Employees	3
4.6 Job Descriptions	4
4.7 Hiring	4
4.8 Priorities in Hiring	4
4.9 Probation	4
4.10 Promotions and Transfers	4
4.11 Seniority Defined	4
4.12 Loss of Seniority	4
4.13 Reduction in Hours	4
4.14 Layoff and Recall	5
ARTICLE 5 - WORKING CONDITIONS	5
5.1 Workweek and Workday	5
5.2 Relief and Meal Breaks	6
5.3 Administration Time	6
5.4 Staff Meetings and Programming Time	6
5.5 Parents' Meeting	6
5.6 Board Meeting	6
5.7 Licensing Standards	6
5.8 Safety	6
5.9 Staffing Structure	7

ARTICLE 6 - VACATIONS	7
6.1 Calendar Year	7
6.2 Vacation for the First Incomplete Year.....	7
6.3 Vacation Entitlement	7
6.4 Vacation Scheduling.....	7
6.5 Part-time Employees.....	7
6.6 Approved Leave of Absence During Vacation.....	7
6.7 Termination of Employment	8
ARTICLE 7 - DESIGNATED HOLIDAYS	8
7.1 Paid Holidays	8
7.2 Designated Holiday Falling on a Scheduled Day Off	8
7.3 Designated Holiday Coinciding with an Employee's Vacation.....	8
ARTICLE 8 - LEAVES.....	8
8.1 Definition of Sick Leave.....	8
8.2 Sick Leave Entitlement.....	8
8.3 Sick Leave Credit.....	9
8.4 Medical Confirmation of Sick Leave	9
8.5 Maternity/Parental Leave	9
8.6 Paternity Leave	9
8.7 Compassionate Leave.....	9
8.8 Educational Leave.....	9
8.9 Leave of Absence for Union Activities.....	10
8.10 Special Leave of Absence Without Pay	10
8.11 Christmas Week Leave.....	10
8.12 Personal Development Day	10
8.13 Elections.....	10
ARTICLE 9 - HEALTH AND WELFARE.....	11
9.1 Basic Medical Insurance.....	11
9.2 Extended Health and Life Insurance	11
9.3 Dental Services Plan	11
9.4 Eligibility	11
9.5 Remittance of Premiums	11
9.6 Workers' Compensation.....	11
ARTICLE 10 - DISCHARGE AND RESIGNATION	11
10.1 Personnel Files	11
10.2 Dismissal for Cause	12
10.3 Warning.....	12
10.4 Notice of Dismissal.....	12
10.5 Reinstatement for Unjust Cause.....	12
10.6 Resignation	12
10.7 Benefits	12
ARTICLE 11 - GRIEVANCES.....	12
11.1 Grievance Procedure.....	12
11.2 Step 1.....	12
11.3 Time Limits to Present Initial Grievance	13
11.4 Step 2.....	13
11.5 Time Limits to Reply to Step 2	13
11.6 Step 3.....	13
11.7 Time Limit to Reply at Step 3	13
11.8 Failure to Act	13

11.9	Time Limit to Submit to Arbitration.....	14
11.10	Amending of Time Limits.....	14
11.11	Dismissal or Suspension Grievances.....	14
11.12	Deviation from Grievance Procedure.....	14
11.13	Policy Grievance.....	14
11.14	Technical Objections to Grievances.....	14
ARTICLE 12 - ARBITRATION.....		14
12.1	Notification.....	14
12.2	Appointment of the Arbitrator.....	15
12.3	Board Procedure.....	15
12.4	Decision of Arbitrator.....	15
12.5	Disagreement on Decision.....	15
12.6	Expenses of Arbitrator.....	15
12.7	Amending Time Limits.....	15
12.8	Witnesses.....	15
12.9	Expedited Arbitration.....	15
ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES.....		16
13.1	Choice of Time Off or Pay for Overtime.....	16
13.2	Pay for Overtime Worked.....	16
13.3	Compensating Time Off for Overtime Worked.....	16
13.4	Overtime Worked on a Designated Holiday.....	17
13.5	Vacation Paycheques.....	17
13.6	Mileage Payments and Auto Insurance.....	17
13.7	Part-time Employment.....	17
13.8	Auxiliary Employees (Long Term).....	17
13.9	Acting Senior Rate of Pay.....	17
13.10	Salary.....	17
13.11	Payment of Wages.....	18
13.12	Wage Enhancement Programs.....	18
13.13	Criminal Record Checks.....	18
13.14	Group RRSP.....	18
ARTICLE 14 - HARASSMENT.....		18
14.1	Sexual Harassment.....	18
14.2	Personal Harassment.....	19
14.3	Harassment Complaint Procedures.....	19
ARTICLE 15 - TERM OF AGREEMENT.....		20
15.1	Duration.....	20
15.2	Notice to Bargain.....	20
15.3	Commencement of Bargaining.....	21
15.4	Change in Agreement.....	21
15.5	Agreement to Continue in Force.....	21
APPENDIX A - SALARY SCALE.....		22
MEMORANDUM OF AGREEMENT.....		23
	Re: Signing Bonus.....	23

ARTICLE 1 - UNION RIGHTS AND RECOGNITION

1.1 Rights Act

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

1.2 Recognition

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees of The Boat Day Care Society for whom the Union is certified under the Labour Relations Code of British Columbia.

1.3 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.

1.4 No Discrimination for Union Activity

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

1.5 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 Labour Relations Code of British Columbia. Any employee failing to report for duty for this reason 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.

1.6 Union Shop

- (a) All employees at the date of signing of this Agreement covered by the certification who are at the time members of the Union, will continue as members of the Union.
- (b) As a condition of employment, employees who are hired after the date of signing of this Agreement shall become Union members from the date of hire. Date of hire is defined as the employee's first day of employment at Boat Day Care.

1.7 Recognition of Shop Steward System

The Employer agrees to the operation of a shop steward system and the recognition of the steward elected by the Union. The Employer shall not discriminate against such stewards for carrying out the duties proper to that position.

1.8 Meeting the Employer

When the Employer wishes to discuss unsatisfactory work habits with an employee, the employee shall have the right to be accompanied by a steward or another Union representative.

1.9 Leave with Pay

The steward may investigate and process grievances, and administer and interpret the contract during regular working hours without loss of pay.

1.10 Acquainting New Employees

The Employer agrees that the shop steward shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, during the first month of employment, for the purpose of acquainting new employees with the benefits and duties of Union membership.

1.11 Union Contacting at Work

Representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement or its administration.

1.12 No Disruption for Union Activity

The Union agrees that in the implementation of Articles 1.7, 1.8, 1.9, 1.10 and 1.11 of this Agreement, that these Articles will be implemented at times when there shall be no disruption to the normal daily operating routine of the day care.

ARTICLE 2 - EMPLOYER'S RIGHTS

The Union recognizes that it is the Employer's right and duty to exercise the functions of management to organize the work of the Centre and to direct the employees including the right to hire, suspend, discharge, promote, layoff, transfer, assign, demote or otherwise discipline its employees, except where and to the extent that the terms of the Agreement limit, or affect that right.

ARTICLE 3 - EMPLOYER-UNION RELATIONS

3.1 Employer-Union Relations

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization by the Union. To implement this, the Union shall supply the Employer with the name of its' shop steward and/or negotiating committee, 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.

3.2 Check-off Authorization and Deductions

(a) All employees on their date of hire, as a condition of employment, shall be required to sign an authorization for dues deduction and initiation fee. The Employer shall deduct from the monthly salary of each employee monthly Union dues and where applicable the initiation fee.

(b) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee, whether or not the employee is a member of the Union, an amount equal to the regular dues payable by a member of the Union and remit said amount to the Union in accordance with Article 3.3.

3.3 Remittance of Dues

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

3.4 Dues Receipt

The Employer agrees to include on the employee's T-4 slip the amount of Union dues (excluding initiation fee) paid in the previous calendar year and any other amount deducted from the employee's pay and remitted to the Union which is deemed tax deductible by Revenue Canada.

3.5 Alteration of Dues and Special Deductions

Upon receipt of a statement signed by the President and the Secretary-Treasurer of the Union stating that the Union has altered its dues check-off amount or has authorized a special deduction, the Employer agrees to deduct the revised amounts and remit same to the Union in accordance with Article 3.3.

3.6 Notification of Staff Changes

The Employer agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, laid off, transferred, recalled, suspended, terminated or resigns.

3.7 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the business address of the Union.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee shall be forwarded to the Union.

3.8 Copies of Agreement

The Union and the Employer jointly agree to provide all present and new employees with a copy of the Agreement. The cost of reproducing the Agreement shall be shared by the Union and the Employer.

ARTICLE 4 - STAFFING

4.1 References to Employees

For the purposes of this Agreement, references to employees are to regular employees.

4.2 Definition of Regular Employee

An employee who is employed for work which is of a continuous full-time or continuous part-time nature.

4.3 Definition of Auxiliary Employee

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

- (a) Positions created to carry out special projects of work which are not continuous.
- (b) Temporary positions created to cover employees on vacation, sick leave, educational leave, compassionate leave, maternity leave or other leave.

4.4 Notification of Employment for Regular Employees

At the time of hiring, each new regular employee shall receive a letter indicating her/his starting date, starting salary, job classification, a copy of her/his job description, and a copy of this Collective Agreement. Copies of such letters shall be forwarded to the Union within five (5) working days.

4.5 Notification of Employment for Auxiliary Employees

Auxiliary employees shall be informed in writing of the dates and terms of their employment for work periods in excess of two (2) weeks.

4.6 Job Descriptions

The Employer and the Union agree to set up a joint committee to prepare and maintain job descriptions for all employees covered by this Agreement. The Committee shall be made up of equal representation of both the Employer and the staff from the Centre.

4.7 Hiring

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

4.8 Priorities in Hiring

First consideration will be given to applicants from the Unit in which the position is open and to employees on the recall list. Second consideration will be given to other applicants from the Union. If the position cannot be filled in the aforesaid manner, by a qualified candidate as defined in Article 4.10, applicants from the outside may be considered.

4.9 Probation

A new employee is considered to be on probation for three (3) calendar months from the date of hire. In case of discharge, a probationary employee shall be given two (2) weeks' notice of discharge or two (2) weeks' pay in lieu of notice; the Employer shall supply an explanatory letter to the employee giving reasons for release. Termination is subject to the grievance procedure. All other benefits, standards and conditions applying to regular employees shall also apply to probationary employees except extended health, life insurance and dental benefits as cited in Article 9.2 and 9.3.

4.10 Promotions and Transfers

In making promotions and transfers, the skill, knowledge and efficiency of the employee concerned shall be the primary consideration, and where such qualifications are similar, length of service within the Unit shall be the determining factor.

4.11 Seniority Defined

Seniority is defined as the length of service from the date of hire in the bargaining unit for all employees and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, recall, and access to preferred shifts, vacations, and other such working conditions, as set out in other provisions of this Agreement. Separate seniority lists shall be maintained for regular and auxiliary employees by the Employer and be available to the Union on reasonable request.

4.12 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, on maternity leave, adoption leave, layoff up to one (1) year, or leave of absence approved by the Employer.

4.13 Reduction in Hours

- (a) Reduction in hours shall be based on seniority, as per Article 4.11, providing that affected employees have the ability and training to perform the work that is available, and that licensing standards can be maintained.

- (b) Any regular employee offered a reduction of hours shall have the right to choose layoff as per Article 4.14.
- (c) Any regular employee offered a reduction of hours shall be given two (2) weeks' notice of the reduction.

4.14 Layoff and Recall

- (a) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled provided they have the ability and training to perform the work that is available, and that licensing standards can be maintained.
- (b) Any regular employee who has completed less than three (3) years employment shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice. After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice shall be added for each subsequent completed year to a maximum of eight (8) weeks' notice or pay in lieu of notice.
- (c) Any regular employee who has chosen layoff as per Article 4.13(b) shall have the right to decline a recall to work at reduced hours without loss of seniority.
- (d) Layoff and recall process
 - (1) No layoff will occur without prior consultation with the Union.
 - (2) Any employee affected by a layoff shall receive written notification prior to layoff.
 - (3) In the event an employee is laid off, the employee will remain on the recall list for a period of one (1) year from the discontinuation of her/his position.
 - (4) If the employee(s) position is reinstated within the time period noted in (3) above, the employee will be recalled to her/his position.
 - (5) Notice of recall shall be made by telephone or, if unsuccessful, by mail to the last address of the employee known to the Employer.
 - (6) An employee notified of recall shall be given ten (10) working days' notice to report to work.
 - (7) It shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number.
 - (8) The recalled employee shall receive no less than her/his former salary plus any increments to which she/he had become entitled during the period of layoff.

ARTICLE 5 - WORKING CONDITIONS

5.1 Workweek and Workday

- (a) The regular working hours shall not exceed thirty-seven and one-half (37½) hours per week.
- (b) Subject to the exception cited in Article 5.1(c), the normal week shall consist of five (5) working days of seven and one-half (7½) hours each, from Monday to Friday inclusive.
- (c) The thirty-seven and one-half (37½) hours per week required of an employee may, with the approval of the employee and the Employer, be worked in a period of less than five (5) days.

5.2 Relief and Meal Breaks

A workday shift of more than six and one-half (6½) hours, up to seven and one-half (7½) hours shall include a sixty (60) minute paid break.

A workday shift of more than six (6) hours, up to six and one-half (6½) hours shall include a forty-five (45) minute paid break.

A workday shift of more than five (5) hours, up to six (6) hours, shall include a thirty (30) minute paid break.

A workday shift of more than four (4) hours, up to five (5) hours, shall include a fifteen (15) minute paid break.

5.3 Administration Time

A total of five (5) hours per week shall be made available to the head supervisor or the co-supervisors for the purpose of doing administrative work in the Centre. Such administrative time shall be included in the regular hours of work per week.

5.4 Staff Meetings and Programming Time

The Employer agrees to allow one (1) hour per week for staff meetings and programming time during working hours. This time shall be included in the regular hours of work per week. Should it prove unfeasible for an employee to include the staff meeting and programming time in their regular hours of work, employees shall be compensated for this one (1) hour per week at straight time. Additionally, employees shall have, at their discretion and in consultation with the Board of Directors, the ability to schedule this time in appropriate blocks to facilitate staff meetings and programming time both for individual staff members and for the benefit of the Centre.

5.5 Parents' Meeting

The staff, collectively, shall have the right to appoint one of themselves as a participant to the parents' meeting. Attendance at this meeting will be paid for at straight time.

5.6 Board Meeting

The staff, collectively, shall have the right to appoint one of themselves as a participant to the Board Meeting. Attendance at this meeting will be paid for at straight time.

5.7 Licensing Standards

The Employer agrees to ensure that Provincial Child Care Licensing Act Regulation standards are met.

5.8 Safety

The Employer agrees to provide and maintain proper first-aid and fire fighting and safety equipment on the premises in accordance with the Community Care Facilities Licensing Board standards.

An employee who considers that a practise being carried on within the day care premises is unsafe or that equipment is faulty shall have the right to refuse to work with such equipment or under such conditions. If the Employer does not agree, it shall be referred to the local Health Department.

5.9 Staffing Structure

In the event that a change in staffing model is desired by either the Employer or the employees, from Co-Senior Early Childhood Educator to a Senior Early Childhood Educator system, then that change shall occur only after all affected employees have agreed to the change.

ARTICLE 6 - VACATIONS

6.1 Calendar Year

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

6.2 Vacation for the First Incomplete Year

Each regular full-time employee shall receive during the first incomplete year of service one and two-thirds ($1\frac{2}{3}$) working days' vacation for each month or major portion thereof worked prior to December 31st with the right to take days off as they are accumulated.

6.3 Vacation Entitlement

All regular full-time employees in their second and subsequent calendar years of service shall be entitled to an annual vacation credit on the following basis:

CALENDAR	VACATION CREDIT
2 nd year	20 days
3 rd year	21 days
4 th year	22 days
5 th year	23 days
6 th year	24 days
7 th year	25 days
10 th year and thereafter	30 days

6.4 Vacation Scheduling

The time of vacation is to be determined by mutual agreement between the employees and the Employer. Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees until April 30th, after which vacation shall be scheduled on a "first come first serve" basis. Any changes to the vacation schedule are to be made by mutual agreement between the employees and the Employer.

6.5 Part-time Employees

Part-time employees shall be entitled to vacation time on a pro-rata basis.

6.6 Approved Leave of Absence During Vacation

Where an employee is eligible for sick leave while she/he is on vacation there shall be, on application, special arrangements made where serious illness or accident can be proven with the intent not to lose vacation time.

6.7 Termination of Employment

Vacation entitlement for any full-time regular employee who terminates before December 31st of any calendar year shall be computed in accordance with the provisions in Articles 6.2 and 6.3.

The Employer shall pay the terminating employee for all vacation days owed to her/him at her/his regular rate of pay.

Should the terminating employee have used more of her/his vacation credit than entitled, she/he shall have the difference deducted from her/his final paycheque.

ARTICLE 7 - DESIGNATED HOLIDAYS

7.1 Paid Holidays

The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

Any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which the employee is working shall also be a paid holiday.

7.2 Designated Holiday Falling on a Scheduled Day Off

When a designated holiday falls on the scheduled day off of an employee, she/he shall be granted an equivalent time off without loss of pay.

7.3 Designated Holiday Coinciding with an Employee's Vacation

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

ARTICLE 8 - LEAVES

8.1 Definition of Sick Leave

- (a) Sick leave will be granted for all physical, emotional and psychological ailments that could sufficiently impair work ability.
- (b) Sick leave may be used by any pregnant employee when there is a known or suspected case of German Measles or any other disease or condition which could be harmful to pregnancy in the place of employment. She may use this leave until all danger from such disease or condition no longer exists.

8.2 Sick Leave Entitlement

A permanent full-time employee shall earn paid sick leave at the rate of one and one-half (1½) days per month. Part-time employees shall be entitled to sick leave credits on a pro-rata basis. Sick leave shall accumulate to a total of ninety (90) working days.

8.3 Sick Leave Credit

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

8.4 Medical Confirmation of Sick Leave

After sick leave of more than three (3) consecutive days, the Employer may request medical confirmation. Either the Senior Early Childhood Educator or the Early Childhood Co-Educators are responsible to inform the Chairperson or Treasurer of the Board when such absences occur. Any charges paid by the employee to obtain such confirmation following leave of three (3) consecutive working days shall be reimbursed by the Employer.

8.5 Maternity/Parental Leave

- (a) The period of maternity/parental leave shall be in accordance with the Employment Standards Act. Upon return to work, the employee shall be reinstated in her/his former position.
- (b) Upon request, the employee shall be granted leave of absence without pay for a further period of up to eighteen (18) months. If she/he returns to work within this eighteen (18) month period, she/he will be reinstated in her/his former position and will resume receiving earned salary at least equivalent to the salary received prior to leave of absence. The employee shall give one (1) month's notice of intent to return, or prior to resigning in accordance with Article 10.5.
- (c) If the employee applies for a position after the eighteen (18) month period, she/he will be placed in the first equivalent position in the Unit that becomes vacant provided the vacancy occurs within six (6) months after the original eighteen (18) months.
- (d) If an employee maintains coverage for medical, extended health/life insurance or dental plans, the Employer agrees to pay the Employer's share of these premiums for the period covered by the Maternity/Parental Leave Provisions of the Employment Standards Act.
- (e) The employee shall maintain seniority and accumulate vacation entitlements for the period of time provided by the Maternity/Parental Leave Provisions of the Employment Standards Act.

8.6 Paternity Leave

Upon request, the employee shall be granted a leave of absence without pay for a period in accordance with Article 8.5(b).

8.7 Compassionate Leave

In the case of bereavement in the immediate family an employee shall be entitled to special leave at her/his regular rate of pay. Such leave will not exceed seven (7) working days. Immediate family includes: employee's child, parent, spouse, common-law spouse, partner in a long-term relationship, sibling, parent-in-law, grandparents and any other relative permanently residing with the employee.

8.8 Educational Leave

- (a) Employees shall be allowed up to four (4) days with pay per annum for educational leave to observe other day care centres or preschool programs, or to attend seminars, workshops, training sessions or conferences which will be of benefit to her/his professional development. No more than one (1) employee from each centre shall be absent on such leave at the same time.

(b) If an employee attends a seminar, workshop, training session, or conference on a weeknight or a weekend, she/he shall be granted compensating time off at straight time on a weekday at a time mutually agreed upon by the employee and the Employer. Such compensating time off shall be deducted from the educational leave outlined in 8.8(a) and all other provisions in 8.8(a) shall also apply.

(c) The Employer agrees to cover all or part of the cost of all courses taken by an employee, which, in the opinion of the Employer and the employee, will contribute to her/his professional development.

(d) Leave of absence with or without pay, at the discretion of the Employer, shall be granted to the employee for the purpose of taking a required practicum.

8.9 Leave of Absence for Union Activities

Leave of absence without pay and without loss of seniority shall be granted during working hours:

(a) For employees who are elected or appointed representatives of the Union, to attend to Union business which requires them to leave their place of employment.

(b) For employees who are representatives of the Union Bargaining Committee, to discuss or negotiate directly with Employer representatives, or to attend meetings of the Bargaining Committee.

The Employer agrees that such leave shall not be unreasonably denied. The Union agrees that no more than one (1) employee shall be absent at any one time for the purpose of attending to Union business and that in the implementation of Article 8.9 of this Agreement, that this Article will be implemented at times when there shall be no disruption to the normal daily operating routine of the day care.

8.10 Special Leave of Absence Without Pay

Special leave for up to one (1) year without pay may be granted by the Employer to an employee. Such absence on approved special leave without pay shall not jeopardize any of the employee's benefits acquired with normal service. Employees on such leave shall be required to provide thirty (30) days' written notice of return to work. Approval for such leave shall not be unreasonably withheld.

8.11 Christmas Week Leave

During the Christmas week the day care will be closed from 3:00 p.m. on December 24th until 7:30 a.m. on January 2nd. During this time staff shall receive their regular rate of pay.

8.12 Personal Development Day

All regular full-time employees shall be entitled to six (6) days' leave per year with pay to be used as personal development days. Unused days cannot be carried over from one calendar year to the next calendar year.

8.13 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

ARTICLE 9 - HEALTH AND WELFARE

9.1 Basic Medical Insurance

All regular and long term auxiliary employees whether full or part-time may choose to be covered by B.C. Medical Plan or its equivalent. The Employer agrees to pay one hundred percent (100%) of these costs at a dependent rate, if necessary.

9.2 Extended Health and Life Insurance

The Employer agrees to pay one hundred percent (100%) of the monthly premium for all regular employees, full and part-time, at a dependent rate, if necessary, and remit same premiums to the Union.

9.3 Dental Services Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premiums for all regular employees entitled to coverage under the Dental Plan, at the dependent rate, if required, and remit same premiums to the Union.

9.4 Eligibility

Benefit coverage cited in Articles 9.1, 9.2 and 9.3 is restricted to employees regularly working twenty (20) hours or more per week.

9.5 Remittance of Premiums

The Employer agrees to remit premiums for the Extended Health, Life Insurance and Dental Services Plan in accordance with directives from the Union's Plan Administrator.

9.6 Workers' Compensation

The Employer agrees to apply for and maintain coverage under the Workers' Compensation Board. When the Employer or the employee is reimbursed by Workers' Compensation for days incapacitated due to an accident on the job, sick leave shall be deducted only for that portion of the employee's time for which she/he is not compensated by Workers' Compensation.

ARTICLE 10 - DISCHARGE AND RESIGNATION

10.1 Personnel Files

An employee shall have full access to any files which contain information regarding the employee.

The employee will be provided with a copy of any material regarding the employee to be placed on a file, clearly indicating its placement.

All disciplinary materials on file shall be removed after one (1) year from date of incident, except in regard to incidents where there is a demonstrable risk to the safety and/or well-being of children in care. In such instances the employee may apply to have disciplinary materials removed from her/his personnel file one (1) year from the date of incident. If the application for removal is denied, the employee may re-apply one (1) year from the date of the first application and annually thereafter if further applications are denied.

The Employer agrees not to introduce as evidence in any hearing any document the existence of which the employee was not aware at the time of filing.

10.2 Dismissal for Cause

An employee may be dismissed or suspended for cause. All employee dismissals and suspensions shall be subject to grievance and arbitration procedures, and the burden of proof shall be on the Employer.

10.3 Warning

Before any dismissal notice is given, the Employer shall give the employee a written warning notice outlining the reasons for dissatisfaction with the employee, and the employee shall be on a trial period for a reasonable time. Copies of such warnings shall be sent to the shop steward.

10.4 Notice of Dismissal

In case of dismissal, the employee shall be given one (1) month's notice or one (1) month's pay in lieu of notice, except for probationary and auxiliary employees who will be given two (2) weeks' notice or pay in lieu of notice.

10.5 Reinstatement for Unjust Cause

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated in her/his former position, or one of equal salary range, without loss of seniority, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

10.6 Resignation

The employee agrees to give thirty (30) calendar days' notice in writing prior to leaving. This may be waived in extreme circumstances by mutual agreement.

10.7 Benefits

In case of dismissal or resignation the employee shall receive all vacation entitlements and salary due to the date of termination.

ARTICLE 11 - GRIEVANCES

11.1 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:

11.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the immediate supervisor. The aggrieved employee shall have the right to have 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.

11.3 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 Section 11.4, 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.

11.4 Step 2

- (a) Subject to the time limits in 11.3, 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 immediate supervisor and/or designate through the Union steward.
- (b) The immediate supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

11.5 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.

11.6 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.

11.7 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 thirty (30) calendar days of receipt of the grievance at Step 3.

11.8 Failure to Act

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

11.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 12, the President, or his designate, may inform the Employer of his intention to submit the dispute to arbitration within:

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

11.10 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 certified mail or facsimile.

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

11.12 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

11.13 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. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 12 of this Agreement.

11.14 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 12 - ARBITRATION

12.1 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 11, notify the other Party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

12.2 Appointment of the Arbitrator

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

Marguerite Jackson
Catherine Bruce
Donna Gillis

12.3 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) days of his first meeting.

12.4 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.

12.5 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.

12.6 Expenses of Arbitrator

Each Party shall pay one-half (½) of the fees and expenses of the arbitrator.

12.7 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.

12.8 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.

12.9 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 resolved 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 a 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 from the list in Article 12.2 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 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 Article 12.3.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 13 - PAYMENT OF WAGES AND ALLOWANCES

13.1 Choice of Time Off or Pay for Overtime

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

13.2 Pay for Overtime Worked

An employee who is required to by the Employer or by licensing requirements to work overtime over and above thirty-seven and one-half (37½) hours per week shall be compensated at one and one-half (1½) times the hourly rate paid to the employee computed on the basis of her/his normal working hours. All overtime worked by an employee in excess of four (4) hours in any normal workweek shall be paid at double the hourly rate paid to the employee.

13.3 Compensating Time Off for Overtime Worked

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/he 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 employee and Employer.

13.4 Overtime Worked on a Designated Holiday

An employee who works on a designated holiday shall have to be compensated at the rate of one and one-half (1½) times for hours worked, plus one (1) day off in lieu of the holiday.

13.5 Vacation Paycheques

Upon giving fifteen (15) calendar days' prior notice, employees may receive on the last working day preceding commencement of their vacation any cheques which would normally fall due during the period of their vacation.

13.6 Mileage Payments and Auto Insurance

Employees using their own car for Employer's business shall receive fifty-three point six cents (53.6¢) per mile or thirty-three point five cents (33.5¢) per kilometre. Each employee using his or her own car for Employer's business shall be required to produce normal liability insurance. The Employer shall be responsible for insurance over and above normal insurance coverage when it is necessary for the employee to drive her/his automobile for the Employer's business. Employees shall not transport children in their own cars under any circumstances.

13.7 Part-time Employment

Regular employment on a part-time basis shall be subject to the same standards and conditions of employment which apply to a full-time permanent staff. Benefits and vacations shall be calculated on a proportionate basis.

13.8 Auxiliary Employees (Long Term)

Auxiliary employees working for more than twenty-two (22) continuous days, shall receive all benefits of this contract, excepting payment of medical, dental and extended health/life insurance plan costs cited in Articles 9.1, 9.2 and 9.3. Where a period of employment is expected to be three (3) months or more, a long term auxiliary shall be eligible for basic medical benefits as per Articles 9.1 and 4.9. Such employees shall be required to become members of the Union and commence paying the initiation fee where applicable and the monthly Union dues.

13.9 Acting Senior Rate of Pay

- (a) When an employee is temporarily required to accept the responsibilities, and carry out the duties incident to a position covered by this Agreement which is senior to the position she/he normally holds, she/he shall be paid at the senior rate after one (1) full shift where the senior employee's absence has been previously scheduled or after three (3) full shifts where the absence is unscheduled.
- (b) In the event that one of the Co-Supervisors is absent from work due to an unpaid leave of absence and the remaining Co-Supervisor is required to assume the responsibilities of the absent Co-Supervisor, the remaining Co-Supervisor will be paid the Senior Early Childhood Educator rate of pay for all hours worked in the absence of the other Co-Supervisor.

13.10 Salary

All present and new employees shall be placed in their appropriate experience rating level within the attached salary specifications and scales (Appendix A) based upon consideration of their previous experience and other job qualifications.

13.11 Payment of Wages

All employees shall be paid on the last working day before the fifteenth (15th) and the thirtieth (30th) day of each month prior to the end of the earliest shift. Paycheques shall be dated for the date of disbursement as outlined above.

The Employer agrees to provide the employees with a written statement of wages and the amount and purpose of each deduction at each pay period.

13.12 Wage Enhancement Programs

Should any level of government make available funds for the enhancement of day care workers' wages, the Employer agrees to apply for these funds so as to enhance and/or increase the wage scale in Appendix A.

13.13 Criminal Record Checks

The Employer shall pay the cost of a criminal record check, as required by the Community Care Facilities Branch, for any regular employee. The Employer shall not discriminate against an employee or intended employee because of a criminal record check finding that is unrelated to the employment or intended employment of a person as stated under Section 8 of the Human Rights Act of B.C. The Employer further agrees to ensure the secure storage of criminal records checks and that access to said checks be restricted to a specified designate of the Employer.

13.14 Group RRSP

Effective March 1, 2001

All regular employees, upon successful completion of the probationary period, shall be entitled to participate in the Group RRSP on the following basis:

- (a) Employee contributions to the plan, through payroll deduction will be one of the following:
- 0.5% of straight-time earnings
 - 1.0% of straight-time earnings
 - 1.5% of straight-time earnings

Effective April 1, 2002

- 1.0% of Straight-time earnings
 - 2.0% of straight-time earnings
 - 3.0% of straight-time earnings
- (b) The Employer will match the contributions made by each employee.

ARTICLE 14 - HARASSMENT

14.1 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary to protect employees from 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 can be sexually harassed by members of either sex.

14.2 Personal Harassment

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

(b) Personal 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.

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

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

14.3 Harassment Complaint Procedures

In the case of a complaint of either personal 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 Employer. 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 clause 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 Employer in writing within fifteen (15) days of receipt of the complaint. The Employer will 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 of the Employer'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 Employer 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 Employer'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 clause, 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 clause does not preclude an employee from filing a complaint under Section 8 of the B.C. Human Rights Act. 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 B.C. 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 this 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 15 - TERM OF AGREEMENT

15.1 Duration

This Agreement shall be binding and remain in effect to midnight, February 28, 2003.

15.2 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, 2002, but in any event not later than midnight, November 30, 2002.

(b) Where no notice is given by either Party prior to December 1, 2002, both Parties shall be deemed to have given notice under this Clause on December 1, 2002.

(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 appropriate designate.

15.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 15.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

15.4 Change in Agreement

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

15.5 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:

George Heyman, President

Karen Schendlinger, Board Member

Paula Daly, Bargaining Committee

Chris Mullen, Staff Representative

Signed this _____ day of _____, 20 _____.

APPENDIX A - SALARY SCALE

Classification	Effective March 1/00 Hourly Rate	Effective March 1/01 Hourly Rate	Effective March 1/02 Hourly Rate
Senior Early Childhood Educator	18.48	18.66	18.85
Co-Senior Early Childhood Educator	17.60	17.78	17.96
Early Childhood Educator	15.92	16.08	16.24
Early Childhood Assistant	13.33	13.46	13.59
Auxiliary Employee	10.99	11.10	11.21

EMPLOYEE CLASSIFICATION DEFINITIONS

Senior Early Childhood Educator - qualified and experienced employee responsible for overseeing the program and operation of the day care, accountable to the Board of Directors.

Co-Senior Early Childhood Educator - the qualified and experienced employees sharing the responsibility of overseeing the program and operation of the day care, accountable to the Board of Directors.

Early Childhood Educator - the qualified employee(s) assisting the Senior Early Childhood Educator or the Early Childhood Co-Educators in overseeing the program and operation of the day care accountable to the Senior Early Childhood Educator or Early Childhood Co-Educators and/or Board of Directors.

Assistant - the unqualified employee(s) enrolled in an accredited E.C.E. program or working on five hundred (500) hours, assisting the Senior Early Childhood Educator or Early Childhood Co-Educators in the program and accountable to the Senior Early Childhood Educator or Early Childhood Co-Educators and/or the Board of Directors.

Auxiliary Employee - a qualified or unqualified employee working for less than twenty-two (22) continuous days in accordance with Article 12.8 accountable to the Senior Early Childhood Educator or Early Childhood Co-Educators and/or Board of Directors.

Note: For the purpose of these definitions "qualified" shall mean completion of the basic E.C.E. + three (3) courses and the required five hundred (500) hours of practical experience.

MEMORANDUM OF AGREEMENT

Re: Signing Bonus

Effective the first pay period after ratification, all regular employees shall receive a lump sum payment of five hundred dollars (\$500.00), prorated for part-time employees.

SIGNED ON BEHALF OF THE UNION: SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman, President

Karen Schendlinger, Board Member

Paula Daly, Bargaining Committee

Chris Mullen, Staff Representative

Signed this _____ day of _____, 20 _____.