

Collective Agreement

Between

PACES Day Care Society

and

Canadian Union of Public Employees

Local 2052-01

January 1, 2003 to December 31, 2005

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THIS AGREEMENT MADE THIS _____ DAY OF _____, 2004.

BETWEEN:

PACES DAY CARE SOCIETY
(hereinafter called "the Society")

Party of the First Part;

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2052-01
(hereinafter called "the Union")

Party of the Second Part.

The parties hereby agree as follows:

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To seek to maintain and improve harmonious relations between the Society and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations with regard to wages, hours of work and working conditions.
- (c) To develop the best possible care for the infants and toddlers in the day care.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management and Direction

The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Society, subject to the terms of this Agreement.

2.02 Hiring and Discipline

The Society shall have the right to select its employees and to discipline, transfer, demote or discharge them for proper cause.

2.03 Supervisory Staff

The selection and promotion of supervisory staff shall be entirely a matter for the Society's decision, but in making such selection or promotion, seniority shall be given consideration.

2.04 The Society shall exercise its rights in a fair and reasonable manner.

2.05 Society Shall Not Discriminate

The Society agrees that there shall be no discrimination exercised or practised with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sex, marital or parental status, sexual orientation, physical handicap, authorized activity on behalf of the Union, nor by reason of her membership in the Union.

2.06 Non-Sexist Environment

- (a) A sexist environment shall be defined as that which discriminates against females and males by portraying them in stereotyped roles.
- (b) The Society and the Union agree that they will not condone and will not tolerate any written or verbal expression of sexism.

2.07 Race Relations

The Society and the Union agree that they shall not condone and will not tolerate any expression of racism.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 The Society recognizes the Canadian Union of Public Employees and its Local 2052 (sub-local 01) as the sole and exclusive collective bargaining agent for all of its employees as certified by the British Columbia Labour Relations Board.

3.02 No Other Agreements

No employee or group of employees shall be required or permitted to make a written or verbal agreement with the Society or its representatives which may conflict with the terms of this Collective Agreement.

3.03 Work of the Bargaining Unit

Persons not in the bargaining unit shall not work on jobs normally performed by members of the bargaining unit unless agreed by the parties in writing or in cases of emergency.

3.04 Exclusions

There shall be one (1) person excluded from the terms and conditions of this Collective Agreement. That person shall be in the position of Day Care Manager.

3.05 Representative of Canadian Union

The Union shall have the right to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Society. Such representative(s) may request access to the Society's premises in order to investigate and assist in the settlement of a grievance.

3.06 Representation

The Union shall supply the Society with the names of its Officers. Likewise, the Society shall supply the Union with a list of its Day Care Manager, Society Directors and their responsibilities.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENTS

4.01 Union Membership

All employees who, at the date of signing of this Agreement are members of the Union, or any employee who hereafter during the life of this Agreement becomes a member, shall as a condition of continued employment maintain membership in good standing with the Union.

New employees commencing employment with the Society shall become members of the Union within fifteen (15) days.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

As a condition of employment, every employee shall sign a check-off form authorizing the Society to deduct from their earnings and pay to the Union any dues, initiation fees or assessments legally levied by the Union. Dues deductions shall commence upon the date of hire of a new employee. All other employees will authorize deductions and deductions will commence no later than thirty (30) calendar days from the signing date of the Collective Agreement. The Society shall remit the dues deducted pursuant to such assignment to the Treasurer of the Union not later than the fifteenth (15th) of the month following in which deductions were made, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

5.02 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Society shall type on the amount of Union dues paid by each Union member in the previous year.

5.03 Notification

The Union shall be notified of all appointments, hirings, layoffs, rehiring and terminations of employment with the month-end check-off statement. Notification of hirings shall contain classification and rate of pay and in the case of casual employees, the anticipated termination date.

ARTICLE 6 - NEW EMPLOYEES

6.01 The Society agrees to advise new employees that a Union Agreement is in effect, to provide them with a copy of the Collective Agreement and to advise them of the name of their Union Steward or Representative. Every employee shall be notified of the name of the Day Care Manager.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the President of the Society and the Shop Steward of the Local, with a copy to the President of the Local.

ARTICLE 8 - LABOUR MANAGEMENT LIAISON MEETINGS

8.01 The Society or the Union may request a joint meeting to discuss matters of mutual concern regarding the application, interpretation or implementation of the Collective Agreement. The Committee shall not supersede the activities of other committees and does not have the power to bind either the Union or its members or the Society to any decision.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed of not more than two (2) members of the Union. The Union shall advise the Society of the Union nominees to the Committee.

9.02 Function of the Bargaining Committee

The Union Bargaining Committee shall be responsible for negotiating with the Society and/or its agents to establish wages, hours of work and other working conditions.

9.03 Time Off for Meetings

Up to two (2) representatives of the Union on the Bargaining Committee, who are in the employ of the Society, shall have the right to attend meetings held by mutual agreement within working hours without loss of remuneration.

ARTICLE 10 - EMPLOYEE DEFINITIONS

10.01 Probationary employee shall be defined as a person who is serving a probationary period of sixty-five (65) working days, for a regular appointment with the Society.

10.02 Casual employee shall be defined as a person who is employed on a day to day basis and who has an anticipated termination date. Casual employees shall only be entitled to the provisions of this agreement relating to wage rates, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial statutes.

10.03 Temporary employee shall be defined as a person who is hired as a temporary replacement necessitated by illness, injury, leave of absence, vacation or temporary filling of a vacancy. In all cases, duration of employment shall not exceed sixty (60) working days, unless the period is extended by mutual agreement. Such extension shall not be unreasonably withheld. If the duration of employment extends beyond sixty (60) working days the position shall be posted. Temporary employees shall only be entitled to the provisions of this agreement relating to wage rates, sick leave, hours of work, rest periods and those benefits to which they are entitled by virtue of Federal or Provincial statutes.

10.04 Regular employee shall be defined as a person who has satisfactorily completed sixty-five (65) working days service with the Society and who is employed on a regular full-time or part-time basis and includes those employees assigned to normal ten (10) month positions. Regular part-time employees, working fifteen (15) hours or more a week, shall receive benefit entitlement equal to full-time employees except as otherwise specified.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, a Steward may assist an employee whom the Steward represents in preparing and presenting a grievance, in accordance with the grievance procedure.

11.02 Names of Stewards and Grievance Committee

The Union shall notify the Society in writing of the name of each Steward and the name of the Chief Steward. The Union will notify the Society of the members on the Grievance Committee.

11.03 Permission to Leave Work

Union representatives shall be permitted time off without loss of pay to handle grievances, provided they have first sought and obtained permission from the President or designate to absent themselves from their regular duties for that purpose, which permission shall not be unreasonably withheld.

11.04 Grievances and Replies in writing

Grievances and replies to grievances shall be in writing at all stages.

11.05 Definition of Grievance

A grievance is defined as any difference that arises between the parties out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee and including any question or difference as to whether the matter is arbitrable. The grievor shall have the right to be present at each step of the grievance procedure. Such question or difference shall be finally and conclusively settled without stoppage of work in the following manner:

Informal Stage

The employee shall first seek to settle the grievance through discussion with the Day Care Manager. A representative of the Union may be present at the option of the employee. At each step of the grievance procedure the grievor shall have the right to be present. If the grievance is not resolved the matter shall proceed to Step 1 of the grievance procedure.

Step 1 - The difference or grievance shall be reduced to writing and shall be presented by the Union to the Day Care Manager.

Step 2 - Failing satisfactory settlement within five (5) working days of receipt of such grievance, the Union shall submit the grievance to the President of the Society.

Step 3 - Failing satisfactory settlement within five (5) working days of submitting the grievance to the President of the Society, such grievance shall be referred to a grievance committee comprised of two (2) members each from the Society and the Union. The Committee shall, if it so desires, have its advisors in attendance. Failing satisfactory settlement within ten (10) working days of the grievance being referred to the Grievance Committee, the matter may be referred for resolution as per Article 12.01.

11.06 Group Grievance

Two (2) or more employees having the same grievance may process one group grievance through the grievance procedure.

11.07 Time Limits

If a dispute is not submitted within thirty (30) calendar days after the occurrence of the act or decision giving rise to the dispute, then the dispute shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. If a grievance has not advanced to the next stage under Step 2 or 3 within fourteen (14) calendar days after completion of the preceding stage, the parties may agree to extend the timelines.

11.08 Unsafe Working Conditions

A claim by an employee or a group of employees that they are working under unsafe conditions shall be investigated as quickly as possible by the Society. No employee shall be required to work on an assignment which is unsafe. Such employee(s) shall not be subject to disciplinary action.

ARTICLE 12 - FINAL RESOLUTION PROCEDURE

12.01 Arbitration

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference.

Each party shall share equally in the costs of the arbitrator.

12.02 Amending of Time Limits

The time limit fixed in both the grievance and final resolution procedures may be extended by mutual consent of the parties to this Agreement.

12.03 Witnesses

At any stage of the grievance or final resolution procedures, the parties may have the assistance of the employee(s) concerned as witnesses, and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to any part of the Society's premises to view the working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Right to Have Union Representative Present

Where the Day Care Manager intends to interview an employee for disciplinary purposes, the Day Care Manager shall notify the employee and a Union representative shall be present at the interview.

13.02 Warnings

Whenever the Society or its authorized agent deems it necessary to censure an employee, in writing, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring her work up to a required standard by a given date, the Society shall, within five (5) days, send copies to the Shop Steward, and the President of the Union.

13.03 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Society.

13.04 Crossing of Picket Lines During Strike

An employee covered by this Agreement may refuse to cross a legal picket line arising out of labour disputes. Failure to cross such a picket line by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action, other than loss of pay for time not worked.

13.05 Personnel File

An employee upon providing reasonable notice to the Secretary of the Society or her designate, shall be granted access to her personnel file. Employees shall be permitted to insert written, signed and dated comments regarding information contained in their files. Due to the confidential nature of these files, access for persons other than the employee will be as authorized by the Secretary of the Society or her designate.

The Society agrees that only material relevant to the employment of the employee shall be maintained in personnel files. An employee may request removal of material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely. In the event that the Society does not agree to removal of specified material, the employee may file a grievance pursuant to Article 11 of this Agreement.

ARTICLE 14 - SENIORITY

14.01 Principle

- (a) Seniority is the length of service that a regular employee has with the Society. The application of seniority shall be on a bargaining-unit-wide basis.
- (b) An employee, upon successful completion of the probation period, shall have her seniority back-dated to her date of appointment in the regular position. If the employee has worked as a casual or temporary employee in the same category, and has achieved Day Care Worker three (3) qualification, her seniority date shall be further back-dated to recognize the number of days worked as a Day Care Worker three (3). A seniority date shall not be back-dated beyond January 1, 1997.

14.02 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of sixty-five (65) working days from the date of hiring, during which time she shall be considered temporary with no seniority rights.

14.03 Seniority List

The Society shall maintain a seniority list showing the date upon which each employee's service commenced (date of hire). An up-to-date seniority list shall be sent to the Shop Steward on November 1st of each year.

14.04 No Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff except as approved in Article 14.05, or leave of absence approved by the Society.

14.05 Loss of Seniority

An employee shall only lose her seniority in the event:

- (a) She is discharged for just cause and is not reinstated.
- (b) She resigns.
- (c) She is absent from work in excess of three (3) working days without sufficient cause or without notifying the Day Care Manager, unless such notice was not reasonably possible.
- (d) She fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Society informed of her current address.

(e) She is laid off for a period longer than twelve (12) months.

14.06 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority up to the date of leaving the Unit, but will not accumulate any further seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs in any classification covered by this Agreement, or in the event of a new position being created, notice thereof shall be posted for ten (10) working days at the day care site, and a copy shall be mailed to the Shop Steward, with a copy to the President of the Union.

In addition to the above, a copy of such posting will be mailed to employees on layoff. It is the responsibility of the employee on layoff to ensure that the Society has her current address.

Postings during July and August shall be mailed to each employee's home address. It is the employee's responsibility to ensure that the Society has her current address.

Such postings and notice shall contain the following information: nature and location of the position, required ability, hours of work and wage rate or salary range, and closing date for accepting applications.

Applications must be made in writing. The Union and the internal applicants shall be advised in writing of the name(s) of the successful applicant(s) within seven (7) days following her appointment.

15.02 Temporary Vacancies

This Article shall not apply to temporary replacements necessitated by illness, injury, leave of absence, vacation or temporary filling of vacancies where the anticipated duration of the leave will not be greater than sixty (60) working days. An employee who has been filling a temporary vacancy shall not be confirmed as permanently assigned to that position until the job has been posted and the successful applicant selected in accordance with this Article.

15.03 Trial Period

If the successful applicant is a regular employee, she shall be placed on trial for a period of up to thirty (30) working days. This time frame may be extended by mutual agreement of the parties. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position or does not wish to continue in the position, she shall be returned to her former position at the prevailing rate without loss of seniority, and any other employees promoted or transferred because of the rearrangement of position shall also be transferred to their former positions.

15.04 Method of Making Appointments

The Society agrees that seniority shall govern in all cases of promotions, transfers and demotions. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. The Society shall determine qualifications and ability in a fair and equitable manner.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Layoff Defined

A layoff shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an employee. An employee who has had her hours reduced shall have the same rights as a laid off employee.

16.02 Role of Seniority in Layoffs and Bumping

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided that the remaining staff possess the qualifications required in their respective positions. When an employee's hours of work have been reduced, the employee has the option of retaining the position with the reduced hours.

Except as provided elsewhere in this Agreement, a regular employee whose hours of work have been reduced or who has been laid off may bump a less senior employee if she is qualified to perform the work of the less senior employee. The employee shall notify the Day Care Manager, within three (3) working days of being notified in writing that she is being laid off or her hours of work are being reduced, of her intent to bump.

16.03 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they are qualified to do the regular work available.

16.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

16.05 Notice of Layoff

The Society agrees to notify regular employees and the Union of layoffs in accordance with the following periods of notice:

- (a) Two (2) weeks notice where the employee has completed a period of employment of at least five (5) consecutive months, and
- (b) After the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.
- (c) If an employee has not had the opportunity to work the days as provided in this Article, she shall be paid for the days for which work was not available.
- (d) The Society is not required to issue to employees who work only for the school year, a notice of layoff for the periods when school is not in session.

ARTICLE 17 - HOURS OF WORK

17.01 Regular Daily Hours

The regular work day shall consist of a scheduled period of eight (8) hours of work between the hours of 8:00 a.m. and 4:00 p.m., including a one-half (½) hour unpaid break for a meal. An employee required to remain on site during the meal break shall be paid for the time of the meal break.

17.02 Regular Work Week

The regular work week shall consist of five (5) such days, Monday to Friday inclusive. The regular work week may be varied by mutual agreement between the Society and the Union.

17.03 Planning Time

All employees shall be entitled to one (1) hour of planning time per week to meet with other employees in their area of work (Infant or Toddler Care), at a mutually agreeable time, in order to share information about all of the children in their care. The hour of planning may be taken within scheduled work time. Overtime rates shall not apply to this hour unless an employee has worked a minimum of eight (8) hours that day.

17.04 Inclement Weather

When the schools are closed due to inclement weather, power failure or hazardous road conditions, the Day Care Manager shall decide if the employees should report to work. An employee who has been advised not to report to work or who is sent home as a result of hazardous road conditions, inclement weather or power failure, shall not suffer loss of earnings for the day(s) which work was not possible.

17.05 Paid Rest Periods

All employees shall be permitted a fifteen (15) minute rest period, both in the first half and in the second half of a seven (7) hour shift, to be taken on the premises at a designated time. An employee who does not have a rest period free from duties shall be paid in lieu thereof.

17.06 Minimum Four-Hour Pay

An employee reporting for work in any day and being sent home before she has completed four (4) hours work, shall be paid for four (4) hours at her regular rate of pay.

17.07 Assignment of Extra Work

Part-time employees shall be given an opportunity to perform extra hours of work, including that of temporary replacements, to reach a regular work day or week before hiring new employees. Such extra work will be first offered to part-time employees in order of seniority.

17.08 Practicum Students

The Society may permit practicum students at the day care. The use of practicum students shall not cause a reduction in the regular hours of work for any employee, nor cause or extend a layoff.

17.09 Prep Hours

Up to eight (8) hours during the week prior to the commencement of the new school term in September shall be granted to each employee for the purpose of preparing the facility for the new term and/or meeting with parents. Up to two (2) hours after the commencement of the Christmas break and prior to the January opening of the facility, shall be granted to each employee for the purpose of preparing the facility.

ARTICLE 18 - OVERTIME

18.01 Overtime Entitlement

All authorized overtime work shall be paid as follows:

- (a) All time worked over the regular work day shall be paid for at time and one-half (1½) the regular rate for the first two (2) hours of overtime worked in any one day, and double (2) the regular rate thereafter until the commencement of the employee's next scheduled shift.
- (b) Overtime work on Saturday or the first day of rest shall be paid at the rate of time and one-half (1½) the employee's regular rate for the first two (2) hours worked and two (2) times the regular rate thereafter.
- (c) Overtime work on Sunday or the second day of rest shall be paid at the rate of two (2) times the regular rate of the employee.
- (d) Overtime is on a voluntary basis. However, when operational needs dictate, if all qualified regular employees refuse the overtime assignment then the most junior regular qualified employee must work the overtime.

18.02 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day shall not qualify for overtime rates until the regular hours have been exceeded.

18.03 Time Off in Lieu of Overtime

Instead of cash payment for overtime or callout, an employee may request to receive time off at the appropriate overtime rate at a mutually agreeable time.

18.04 Compensation for Work on Paid Holidays

If an employee is required to work on a statutory or public holiday, she shall be paid at double her regular hourly rate, plus be given another day off with pay at a mutually agreeable date in lieu of the statutory holiday.

18.05 Call Out Pay Guarantee

An employee who is called out to work outside her regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 19 - STATUTORY HOLIDAYS

- 19.01 (a) An eligible employee shall be entitled to a holiday with pay at her regular rate for each of the following statutory 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	

- (b) A regular ten month employee shall be eligible for each of the statutory holidays falling within her period of employment.
- (c) A casual or probationary employee shall be eligible for a statutory holiday provided she has completed fifteen (15) days of work within the thirty (30) calendar days immediately preceding the holiday.
- (d) An employee who works less than full days or full weeks shall have her statutory holiday prorated on the basis of hours of work per week relative to a full time employee.

19.02 When a Holiday Falls on a Non-Working Day

If a statutory or public holiday should fall on a non-working day, and the schools were also closed in lieu of that public holiday, then the day taken by the schools as the holiday shall be considered the public holiday.

ARTICLE 20 - VACATIONS

20.01 Length of Vacations

A regular employee shall receive an annual vacation with pay in accordance with her years of employment as follows. An employee shall receive the greater of the working days with pay at the employee's current rate of pay or the percentage of annual earnings as indicated.

Less than one year of employment	4% of annual earnings
In the 2nd year of employment and each year thereafter	6% of annual earnings
In the 6th year of employment and each year thereafter	8% of annual earnings
In the 10th year of employment and each year thereafter	10% of annual earnings

Annual earnings shall include all compensation which was received by an employee by way of pay.

A casual employee shall only be entitled to four percent (4%) vacation pay. Vacations shall be taken in the year in which they are earned. Annual earnings shall include the previous year's vacation pay.

Vacation pay shall be paid on each pay cheque.

20.02 Ten Month Employees

Ten (10) months' employment (whether full-time or part-time) shall be considered to be equal to a year's service for vacation purposes.

20.03 Call Back from Vacation

An employee who is called back to work during her vacation period shall be paid at double time rates for all hours worked.

20.04 Ten Month Employee Vacations

Ten month staff will take their annual vacations during Christmas and Spring Breaks when the schools are closed in accordance with the Ministry of Education School Calendar, unless other mutually agreeable arrangements are made between the employee and the Day Care Manager. Employees entitled to additional days may take them accordingly at the end of the school year.

20.05 Vacation Pay on Overtime Pay

Vacation pay on paid overtime shall be made on the pay cheques for the pay period in which it was earned.

ARTICLE 21 - SICK LEAVE

21.01 Sick Leave Defined

- (a) "Sick Leave" means the period of time a regular employee is permitted to be absent from work with or without pay, by virtue of sickness, unavoidable quarantine or accident for which compensation is not payable under the Workers' Compensation Act.
- (b) Regular part-time employees shall receive sick leave prorated in accordance with hours of work per month relative to hours of work of a regular full-time employee.

21.02 Accumulation of Sick Leave

Sick leave shall be granted to a regular full time, regular part time, or temporary employee on the basis of one (1) hour for every fifteen (15) hours worked. The unused portion of an employee's sick leave shall accrue for her future benefit to a maximum of four hundred and eighty (480) hours. A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of statutory holidays) absent for sick leave.

21.03 Sick Leave During Leave of Absence or Layoff

When an employee is given leave of absence for any reason or is laid off on account of lack of work, she shall not accumulate sick leave credits for the period of such absence but shall retain her cumulative credit.

21.04 Extension of Sick Leave

- (a) An employee who has exhausted her sick leave credits or does not qualify for sick leave with pay shall be allowed up to three (3) years leave of absence without pay.
- (b) Where a physician's statement of illness indicates a strong prognosis of imminent recovery, the employee shall be granted extension of the leave for a further six (6) months beyond the leave granted in (a) above, following which the employee shall be deemed terminated for cause.

21.05 Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness. The Society shall pay for any subsequently requested medical certificates upon presentation of a receipt.

21.06 Sick Leave Records

A record of all unused sick leave shall be kept by the Society. An employee is to be advised on application of the amount of sick leave accrued to her credit.

21.07 Illness in the Family

Where no one in the family other than the employee can provide for the needs during illness, of an immediate member of the family, an employee shall be entitled, after notifying the Day Care Manager, to use accumulated sick leave.

21.08 Serious Household or Domestic Emergency

Employees shall be entitled to use accumulated sick leave, or leave without pay, in the event of a serious household or domestic emergency.

21.09 Payout of Sick Days During Christmas and Spring Breaks

- (a) An employee who has accumulated sick leave which exceeds the equivalent of two (2) weeks of regular scheduled hours may choose to be paid out for hours which exceed the two (2) weeks sick leave. The employee intending to use this pay out option may do so during Christmas closure. The Board must be notified one (1) month in advance.

- (b) An employee who has accumulated sick leave which exceeds the equivalent of one (1) week of regular scheduled hours may choose to be paid out for hours which exceed the one (1) week's sick leave. The employee intending to use this pay out option may do so during Spring Break. The Board must be notified one (1) month in advance.
- (c) In the first year of employment there shall be no payout of sick days.

21.10 Payment of Unused Sick Leave

An employee entitled to sick leave under this Article shall receive, upon termination of employment, the following percentage of her unused accumulated sick leave after a minimum of five (5) years continuous service:

25% of unused sick leave after five (5) years of service;

Payment of unused sick leave as entitled shall be made to the estate in case of death of an employee.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Business

The Society agrees to grant time off without pay during any working day to officers of the Union in the employ of the Society for Union business purposes. The Union, or its affiliate, shall reimburse the Society the employee's regular wages and eleven percent (11%) for benefits for such leave. The Union shall advise the Society of the appropriate billing address.

22.02 Grievance Pay Provisions

The Society agrees that time spent in settling grievances during regular working hours, pursuant to Article 11 or 12, by up to two (2) Union representatives, shall be considered as time worked and paid at regular rates of pay.

22.03 Negotiation Pay Provisions

Up to two (2) bargaining representatives in the employ of the Society shall have the right of attending collective bargaining meetings with the Society if held during regular working hours, without loss of remuneration. The Union agrees to notify the Society of the names of such employees.

22.04 Leave of Absence for Union Functions

- (a) Upon request to the Society, two (2) employees elected or appointed to represent the Union at conventions shall be allowed leave of absence. Granting of such leaves shall be contingent on operational requirements and shall not be unreasonably withheld.

- (b) Upon request to the Society, employees shall be granted leave of absence to attend executive and committee meetings and seminars of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.
- (c) During leave of absence for Union functions, the Society agrees to maintain the employee's regular wages and benefits. The Union shall reimburse the Society the employee's regular wages and eleven percent (11%) for benefits of such leave.

22.05 Leave for Full-Time Union Officials

An employee who is elected or appointed to a full time position with the Canadian Union of Public Employees shall be entitled to leave without pay and with retention of seniority accumulation up to the date of commencing leave. Such leave shall be for a period of one (1) year or less if so requested.

Upon return to work, the employee shall be returned to her former job. This leave may be renewed up to a maximum of five (5) years, however, if the leave runs consecutively for more than one (1) year, upon return to work, the Society may place the employee in any position for which the employee is qualified, provided that a full time employee shall have the right to return to a full time position.

22.06 Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages, in the case of the death of a parent, spouse, common law spouse, brother, sister, child, and up to three (3) regularly scheduled work days leave without loss of salary or wages, in the case of death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Reasonable leave of absence may be granted without pay for travel and estate affairs. Any other request for bereavement leave shall be considered under Article 22.09 (General Leave).

22.07 Maternity Leave

An employee shall have the right, upon written request, to leave of absence for pregnancy and adoption on the following basis:

- (a) An employee shall be granted unpaid leave to a maximum of twelve (12) months at the employee's option. The employee shall put a request for maternity leave in writing and shall specify the date the leave is to begin, as well as the date the leave is to end. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary.

Seniority shall continue to accumulate during this leave and upon reinstatement, all increments to wages and benefits to which the employee would have been entitled had the leave not been taken shall be reinstated. The Society shall continue to provide its share of coverage and pay its share of premiums for all the employee benefits and pension plan while on maternity leave.

- (b) If during the maternity leave or prior to taking the leave, an employee indicates in writing that a longer period of leave is required than allowed above, then upon conclusion of the maternity leave, the employee shall be considered on leave of absence for up to an additional twelve (12) months. It is expected that an employee will give a minimum of four (4) weeks notice to extend the leave. The Society will continue to provide coverage for all employee benefit plans, provided the employee pays the premiums. Seniority does not accumulate during this period of leave. The employee shall notify the Society at least eight (8) weeks prior to wishing to return to work. The employee shall be placed in her former job, or another which is consistent with her seniority, qualifications and former salary.
- (c) Where the pregnancy is terminated before the employee requests or takes leave, the Society shall, on receipt of a medical certificate, grant the employee leave of up to six (6) weeks during which time the benefits of Article 22.07(a) shall apply.
- (d) Where the mother dies before or following the birth of the child or she becomes disabled and a male employee qualifies for benefits under the Employment Insurance Act (spousal maternity benefits) the provisions of this Article shall, upon request, be granted to him.
- (e) An employee adopting a child shall be entitled to the provisions as set out in subsections (a) and (b) above.

22.08 Parental Leave

- (a) An employee shall be entitled to up to thirty-seven (37) consecutive weeks of unpaid parental leave. This shall apply to employees as birth parents or adoptive parents. A mother must begin parental leave immediately after her maternity leave ends unless she and the Society agree otherwise.
- (b) A birth father shall also be subject to the above in the event that he qualifies for maternity leave as set out in article 22.07(d). A birth father who does not qualify for maternity leave as set out in article 22.07(d) must begin parental leave within fifty-two (52) weeks after the birth of the child and an adoptive parent within fifty-two (52) weeks after the child is placed with the parent.
- (c) An initial period of parental leave may be extended by up to five (5) weeks if the child requires an additional period of parental care.

22.09 General Leave

The Society may, upon written request, grant leave of absence with or without pay and without loss of seniority to a regular employee requesting such leave for good and sufficient cause. Seniority shall accrue for up to ninety (90) calendar days after which seniority will be retained.

22.10 Leave for Public Duties

The Society recognizes the right of employees to participate in public affairs. Upon request to the President of the Society, an employee shall be granted leave of absence without pay to allow that employee to stand as a candidate in federal, provincial or municipal elections. An employee who is elected to public office shall, upon request, be granted leave of absence without pay and without seniority accumulation during the term of office.

22.11 Medical Care Leave

When medical services and/or medical facilities are not available in the community of residence or work, an employee or her dependants may be referred by a doctor or dentist to a medical practitioner or medical facility in another municipality.

When such referrals are made and the appointment cannot be scheduled in a way that avoids disruption of work or vacation the employee shall be allowed paid leave of absence in order to attend or to accompany dependants if medically required. On request, employees shall show proof of the need for medical care leave. Such leave shall be deducted from the employee's accumulated sick leave.

22.12 Special Leave

- (a) Employee's marriage - three (3) days paid leave
- (b) Birth or adoption of employee's child - one (1) day paid leave

22.13 Leave for Personal Reasons

For personal reasons, an employee shall be granted up to five (5) days unpaid leave of absence in each school year, providing that the employee gives at least five (5) days' notice in writing, except in urgent or emergency situations, and providing that, where necessary, a qualified replacement acceptable to the Society is available. Once approved, this leave may not be revoked without the employee's consent.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Society shall pay wages biweekly, a week in arrears (a one-week hold back), every second Friday, in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. If all employees so request, the Society shall direct deposit the pay cheque of each employee to an account in the bank or credit union of the employee's choice. An employee's pay cheque shall detail hours of work, premiums, rates of pay and each deduction.

23.02 Assignments and Substitutes

When an employee agrees to replace the Day Care Manager for a full day or longer, the employee shall receive a premium of two dollars and fifty cents (\$2.50) per hour. Such appointments shall be offered on a rotating basis, to all employees who have their Early Childhood Education (ECE) certificate with valid "licence to practice" (Daycare Worker 3).

23.03 Increments - Promotion, Demotion

An employee who is promoted or demoted (moves to a classification with higher or lower maximum respectively) will be placed at the next higher dollar figure on the new range in the case of promotion, and the next lower dollar figure on the new range in the case of demotion. In either case, the new increment date is the date of the change.

23.04 Certification Renewal

Where certification renewal is required, an employee shall be granted appropriate time off without loss of pay to take required courses or to write required examinations. Where a course or examination fee is charged, the Society shall reimburse the employee upon successful completion. The Society may forward costs prior to the employee taking a course.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Classification Changes and New Positions

When the duties in any classification are substantially changed, or when a new position is created, the rate of pay shall be subject to negotiation between the Society and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 Employee Assistance Plan

The Society agrees to pay fifty percent (50%) of the cost of an employee assistance program commencing in June of 1997.

25.02 **CUPE Multi-Sector Pension Plan**

Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Pension Plan. The Society shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to three point three percent (3.3%) of Applicable Wages to the Pension Plan.

25.03 Reimbursement for Vehicle Damage

The Society shall reimburse an employee for the cost of repairs, to a maximum of five hundred dollars (\$500.00) on an insurance claim for the replacement or repair of a vehicle, due to theft or vandalism, which occurred at the workplace or in the course of employment, provided that:

- (a) where the expense exceeds the deductible amount, the employee has submitted a claim for the loss to the insurance company, and the claim has been accepted.
- (b) a report has been filed with the proper authorities.

25.04 Inoculations

- (a) Hepatitis A and B

Any employee may be inoculated against Hepatitis A and B and the Society shall pay the costs of such inoculation. Inoculation shall be done through the Skeena Health Unit when normal school inoculations are done.

- (b) Flu

Any employee may be inoculated against the flu and the Society shall pay the costs of such inoculation.

25.05 Workers' Compensation Pay Supplement

An employee prevented from performing her regular work with the Society on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act, shall upon request receive from the Society the difference between the amount payable by the Workers' Compensation Board and her regular salary. Such difference shall be deducted from the employee's accumulated sick leave, provided the employee has such benefits to her credit. Should the employee have no sick leave to her credit, then she shall be entitled only to the amount paid by the Workers' Compensation Board.

ARTICLE 26 - SAFETY AND HEALTH

26.01 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

26.02 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident at work shall be at the expense of the Society.

26.03 Safety Committee

The Committee shall conduct its affairs in accordance with WCB Regulations.

26.04 Workplace Violence

- (a) definition of violence: Any incident in which an employee is abused, threatened or assaulted during the course of her employment.
- (b) reporting violent incidents: The Society and the Union agree to encourage the reporting of all incidents of violence.
- (c) the Labour Management Committee will review the subject of workplace violence during the term of this Agreement.

26.05 Situations of Immediate Danger

Where a situation is of immediate danger to an employee or child, the employee shall act judiciously to mitigate the danger and then report the situation to the Day Care Manager. The employee shall be advised of the actions taken to ensure the situation is remedied and not repeated.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 Income Protection and Transfers

A regular employee who is displaced shall be offered an opportunity to bid on jobs held by employees with less seniority, providing the displaced employee possesses the qualifications required of the job held by the junior employee.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Courses of Instruction

- (a) The Society agrees to pay the full cost of any course of instruction approved and recommended by the Society for any employee to better qualify the employee to perform her job. A request by the employee for payment at the beginning of the course shall not be unreasonably withheld. An employee, having been given course fees in advance but who does not successfully complete the course, will have the sum deducted from monthly pay at the rate of ten percent (10%) per month. Alternatively, payment shall be made upon the successful completion of the course.

- (b) An employee requested by the Society to take training to update or upgrade skills or to learn new skills shall receive reasonable notice of such required training.

The Society shall pay the following related expenses:

- i) required registration/tuition fees;
- ii) necessary books and materials;
- iii) travel, meals, accommodation in accordance with Society policy.

The employee agreeing to take such training shall do so without loss of pay and without loss of benefits.

- (c) Valid First Aid Certificate

A valid first aid certificate equivalent to the Red Cross two (2) day Child Safe Certificate shall be held by each regular or probationary employee. Renewal costs shall be paid as per article 23.04.

28.02 Harassment

The Parties agree that all persons have the right to work without harassment. A claim of harassment by an employee shall be considered a grievance.

28.03 Bulletin Board

The Society shall supply bulletin board space in the Daycare so that the Union may post information of interest to its members.

28.04 Copies of Agreement

The Union shall print the Agreement and distribute a copy to each employee and two (2) copies to the Society. The Society shall reimburse the Union for photocopying costs.

28.05 Contracting Out

No regular employee shall be laid off or have her regular income reduced as a consequence of contracting out of work or services normally performed by members of the bargaining unit.

28.06 Professional Development

- (a) All employees shall work and be paid for five (5) hours on each of the non-instructional days (NIDs) determined by School District #82. An employee may take leave of absence without pay on a non-instructional day. Such leave shall be granted upon request.

(b) In addition to (a) above:

The Society agrees to allow employees covered by this Agreement to conduct an in-service training seminar on a day designated as professional development for teachers. The date and agenda shall be subject to the approval of the Society. An employee attending such a seminar shall be paid her regular wages for that day.

28.07 Pre-Retirement Seminar

The Society may grant a leave of absence without pay and without loss of benefits of two (2) days to employees with a minimum of ten (10) years service with the Society and who are age forty (40) or more, to attend the CUPE pre-retirement seminar. The Union will pay registration fees.

28.08 Medical Procedures

Employees requested to perform medical/health procedures in accordance with Level II of the Province of British Columbia Protocol Agreement - In-school support for special needs student - shall be given child-specific training by appropriate professional health personnel. A record of such training shall be maintained by the employee and the Society. There shall be on-going re-evaluation of the training, and there shall be updates to the training as required by the Society. Where practicable there shall be a trained alternate.

28.09 Medication

Employees shall be responsible for the administration of medications to children under the following conditions:

- (a) The parent has requested the Day Care's assistance in writing and signed a release concerning administration of the medication by the employee;
- (b) The Skeena Health Unit has been informed and a medical alert card completed;
- (c) The employee has been trained by staff from the Health Unit in the administration of the medication and possible side effects.
- (d) The medication is stored in a locked storage place;
- (e) The medication is supplied in its original container or package and clearly labelled and dated;
- (f) Records are kept detailing the administration of the medication.

28.10 Indemnification

The Society agrees to protect all CUPE Local 2052-01 employees from any proceeding for bodily injury or property damage which may be brought against them and which arise from the lawful performance of their duties.

28.11 Employee Absence

When an employee is going to be absent from work she will contact the Day Care Manager.

ARTICLE 29 - GENERAL

29.01 Plural or Feminine Terms May Apply

Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties so require.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2003 to December 31, 2005 and shall continue from year to year thereafter unless either party gives to the other party notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

Signed this _____ day of _____, 2005.

For and on Behalf of
PACES Day Care Society:

Canadian Union of Public Employees
Local 2052-01:

Schedule "A"

CLASSIFICATION	Effective April 1, 2003	Effective * 2%
Day Care Worker 1 (Not completed ECE training)	\$12.54	\$12.79
Day Care Worker 2 (Completed ECE training)	\$12.60	\$12.85
Day Care Worker 3 (Fully qualified ECE with valid "License to Practice")	\$14.00	\$14.28
Day Care Worker 4 (Completed one post-basic ECE Certificate)	\$14.50	\$14.79
Day Care Worker 5 (Completed two post-basic Certificates)	\$14.75	\$15.05

* This rate comes into effect on the date of commencement of the contributions to the CUPE Multi-Sector Pension Plan.

Wage and benefits re- opener in second year of agreement.

LETTER OF UNDERSTANDING

Between

PACES Day Care Society

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2052-01

Re: 17.01 Regular Daily Hours

For the term of this agreement the regular work day shall consist of a scheduled period of not more than eight (8) hours of work between the hours of 7:30 a.m. and 4:30 p.m., including a one-half (½) hour unpaid break for a meal. An employee required to remain on site during the meal break shall be paid for the time of the meal break.

Signed this _____ day of _____, 2005.

For PACES Day Care Society:

For CUPE Local 2052-01:

