



COLLECTIVE AGREEMENT

between

CUPE Local 5080

and

MELFORT DAYCARE CO-OPERATIVE

January 1, 2021 to December 31, 2024

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ARTICLE 1 – SCOPE & DEFINITIONS

1.01 Scope

This Collective Agreement shall cover all Employees of the Melfort Daycare Co-operative, except the Executive Director and the Assistant Director, in the City of Melfort, Saskatchewan.

1.02 Definitions

- a) **Union:** shall mean The Canadian Union of Public Employees, Local 5080.
- b) **Employer:** shall mean the Board of Directors of the Melfort Daycare Co-operative.
- c) **Employee:** shall mean any person covered by the scope of this Agreement.

1.03 Employee Types

a) Permanent Full-time Employee

Shall mean an Employee who works on a regularly scheduled basis in accordance with Article 13.01. Permanent Full-time Employees are covered by all the terms of this Collective Agreement.

b) Permanent Part-time Employee

Shall mean an Employee who works on a regular basis less than full-time hours. Permanent Part-time Employees shall receive all benefits of this Collective Agreement, i.e., vacation, stat holidays, seniority and sick leave on a pro rata basis according to hours worked.

c) Temporary Employee

Shall mean an Employee who works on a full-time or part-time basis for a specified period of time. Temporary Employees shall receive all benefits of this Collective Agreement except where specifically excluded.

d) Casual Employee

Shall mean an Employee working on a call-in basis during periods when other Employees are unavailable for work or when extra Employees are required on a casual basis. Casual Employees shall receive all benefits of this Collective Agreement except where specifically excluded.

e) Special Needs Employees

Shall mean an Employee hired pursuant to grants available for Special Needs children. Special Needs Employees shall be covered by all terms of this Collective Agreement except that scheduling of Special Needs Employees may be interrupted by the absence of the child or the termination of the grant. In such event, the Employee shall be returned to their home position. If, as a result of temporary grant, an individual is hired from outside the Bargaining Unit, they shall be hired for a specific period of the grant. At the end of the grant, they shall be placed on the casual list.

1.04 Notification of Status

Each Employee shall be notified of their status when hired. If the Union or Employee disputes the appropriateness of the status, the dispute may be the subject of a grievance.

ARTICLE 2 – UNION SECURITY/RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5080 as the sole and exclusive collective bargaining agent for all of its Employees, except the Director and Assistant Director, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationships between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in cases mutually agreed upon by the parties.

2.03 No Other Agreements

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

2.04 Union Membership

Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new Employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of their employment, provided that any Employee in the appropriate Bargaining Unit who is not required to

maintain their membership or apply for and maintain their membership in the Union shall, as a condition of their employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

2.05 Check-Off Payments

The Employer shall deduct from every Employee any regular monthly dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws, as authorized by the Employee.

2.06 Deductions

Deductions shall be made from each paycheque and shall be forwarded to the Secretary-Treasurer of the Union not later than twenty (20) days of the deduction being made, accompanied by a list of the names, addresses and classifications of Employees from whose wages the deductions have been made.

2.07 Dues Receipts

At the same time that Income Tax (T4) receipts are made available, the Employer shall supply to the Union a list of names, addresses, classifications and anniversary dates of all Employees. The Employer shall include the Union dues deduction on the T4 receipt.

2.08 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

2.09 Introduction to Union Steward or Representative

On commencement of employment, wherever possible, the Employer will introduce the Employee to the Union Steward or the Union Representative. The Union Steward or the Union Representative will provide the Employee with a copy of the Collective Agreement and acquaint them with the benefits and duties of Union membership and their responsibilities to the Employer and the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of Management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation or activity, sex or marital status, family relationship, sexual orientation, place of residence, physical handicap nor by reason of their membership or activity in the Union, or any other reason.

4.02 Harassment

- a) The Employer and the Union recognize that every Employee has the right to be treated with dignity and respect and to work in a workplace free of harassment.
- b) It is understood that it is the responsibility of the Employer to create and maintain a workplace free from harassment and discrimination. Employees shall not discriminate against or harass other Employees.
- c) The policy and procedures developed by the Occupational Health and Safety Committee for dealing with harassment and discrimination developed by the Parties do not restrict or void an Employee's right to the grievance procedure.

ARTICLE 5 – LABOUR MANAGEMENT BARGAINING RELATIONS

5.01 Representation

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the Bargaining Unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Board of Directors with whom the Union is required to transact business.

5.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not less than one (1) nor more than five (5) members of the Union in total. The Union will advise the Employer of the Union nominees to the Committee. The Union will advise the Employer of the Bargaining Committee in writing at least five (5) days in advance of the meeting.

5.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

5.04 Representative of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance. The Union Representative must give the Employer at least one (1) hour notice before entering the premises.

5.05 Time Off for Meetings

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

5.06 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the Bargaining Unit, job classifications, wage rates, financial and actuarial information pertaining to pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

5.07 Committees to be Heard

Any committee of the Union shall, upon written request, be accorded a prompt hearing by the Daycare Director, the Board Chair, in their respective order, and provided that the use of this clause shall not preclude a case being considered subsequently under the grievance procedure.

ARTICLE 6 – RESOLUTIONS AND REPORTS OF THE BOARD

6.01 Copies of Resolutions

Notice and copies of all motions, resolutions and bylaws or rules and regulations which affect the working conditions of the members of this Union are to be forwarded to the Union five (5) days before such changes are negotiated and/or implemented. These motions, etc., are to be posted on bulletin boards at the work sites.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definition of Grievance

A Grievance shall be defined as any difference or dispute between the Employer and any Employee(s) or the Union pertaining to any of the following:

- a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work or working conditions of any Employee or Employees;
- b) Any matter involving the interpretation, application or alleged violation of any provisions of this Agreement.

7.02 Recognition of Grievance Committee

To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and Shop Steward.

7.03 Handling Disputes During Working Hours

Members of the Grievance Committee, as well as the aggrieved Employee(s), have the right to secure permission from the Employer to leave assigned duties for a reasonable period so as not to disrupt the Employer's operation to discuss any grievance or potential grievance with appropriate representatives of the Employer. Such Grievance Committee member or aggrieved Employee shall not lose any pay or other benefit for time so spent.

7.04 Pre-grievance Conversation

It is jointly understood that before a grievance is submitted at the first step, the parties shall attempt to resolve the dispute through discussion.

7.05 Step 1

The grievance shall be submitted in writing by the aggrieved and/or the Union on behalf of the aggrieved to the Employer within thirty-two (32) calendar days of discovery of cause. If the Employer receives the grievance thirty-two (32) calendar days after the date of discovery of cause, the grievance will be considered void.

7.06 Within fourteen (14) calendar days of receipt of the grievance, the Employer and the Union Steward shall discuss the grievance with the affected Employee present or absent, at their option. The Employer shall render a decision in writing within seven (7) calendar days of the meeting.

7.07 Notwithstanding, the thirty-two (32) day calendar day limit shall not apply to those items included in the Agreement where the Employer has allegedly failed to apply a specific

benefit, i.e. vacation leave, sick leave, etc. In these latter instances, the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

7.08 In all instances, a copy of the grievance shall be submitted concurrently to the Employer and the Union.

7.09 Step 2

If satisfactory settlement cannot be affected at Step 1, the Union may, within fourteen (14) calendar days submit the grievance to the Chairperson of the Board or their designate.

7.10 Within fourteen (14) calendar days of receipt, the Chairperson of the Board or their designate and the Union Steward shall discuss the grievance with the affected Employee present or absent, at their option. A written decision shall be rendered within seven (7) calendar days of the meeting.

7.11 Step 3

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by the Union within thirty-two (32) calendar days.

7.12 Investigation

At any stage of the Grievance Procedure, the parties may have the assistance of Employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Employer's premises to view any working conditions which may be relevant to settlement of the grievance.

7.13 Provision of Information

The Employer agrees to provide all relevant information concerning any grievance to the Officers of the Union upon written request.

7.14 Justice and Dignity

An Employee who the Employer reprimands, fails to appoint, demotes or who it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process.

7.15 In cases where it is necessary to remove the Employee from the workplace, that Employee shall continue to receive their regular salary until the issue is resolved.

7.16 Time Limits

- a) If the Union does not respond within the prescribed time limits, the grievance shall be deemed withdrawn. If the Employer does not respond within the prescribed time limits, the grievance shall be granted.
- b) The time limits referred to in this Article shall be exclusive of Statutory Holidays.

7.17 Special Measures

- a) Nothing in this Article precludes the parties from modifying the grievance procedure through mutual agreement if another administrative step is required.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

7.18 The Employee shall continue their employment with all rights and privileges while the Employer processes a grievance with the Union Grievance Committee, pursuant to Article 7.05.

7.19 No Loss of Pay

No Employee, Steward or member of a Grievance Committee shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

ARTICLE 8 – ARBITRATION

8.01 Composition of Board of Arbitration

When the Union requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, in five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial Chairperson.

8.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

8.03 Board Procedure

The Board shall determine its own procedures but shall give full opportunity to all parties to representation and present witnesses. In its attempts at justice, the Board shall, as

much as possible, follow a layman's procedure and shall attempt to avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within twenty (20) days from the time the Chairperson is appointed.

8.04 Decision of the Board

The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and shall not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

8.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

8.06 Expenses of the Board

Each party shall pay:

- i) The fees and expenses of the arbitrator it appoints.
- ii) One-half of the fees and expenses of the Chairperson.

8.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

8.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any Employees concerned as witnesses and any other witnesses. The Employer agrees that any written statement against any member of the Union shall not be used in grievances, arbitrations, excepting accident matters, or where such statements are relevant, that could be detrimental to Employees or to the Union. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view the working conditions which may be relevant to the settlement of the grievance.

ARTICLE 9 – DISCIPLINE

9.01 Principle of Innocence

Both parties agree that an Employee is considered innocent until proven guilty.

9.02 Progressive Discipline

The Employer agrees to follow the principles of progressive discipline. Failure to comply with the Collective Agreement and/or Employer's policies, procedures and regulations may result in one of the following actions being taken by the Employer, depending on the severity of the offence:

- Verbal reprimand
- Written reprimand
- Suspension
- Termination of employment

Except in cases where immediate dismissal is warranted, the parties agree that progressive discipline will be used in dealing with Employees whose conduct is not satisfactory. Any Employee may be dismissed or suspended but only for just cause.

The Employer will advise the Union member of their right to have a Union Steward or paid Union Staff Representative in attendance at the disciplinary meeting. The member will be given sufficient time to arrange Union representation and to schedule a meeting at a later date. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.

There shall be a Shop Steward during any disciplinary investigation.

Any reprimands shall be conducted on Daycare property.

9.03 Personnel Records

Employees shall be allowed to have access to their personnel record after making arrangements with the Director or Assistant Director. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of an Employee's record. No evidence from the Employee's record may be introduced as evidence in any hearings of which the Employee was not aware at the time material was placed in their file. Employees shall have the right to make copies of any material contained in their personnel record.

9.04 Warnings Given in a Co-operative and Corrective Fashion

The Employer agrees to consider such warnings as corrective rather than as punitive and will endeavour to assist the warned Employee in improving the Employee's work record.

9.05 Verbal Reprimand

This is a formal meeting with the Employee involved, the Director or Assistant Director, Union Representative and another Management representative. The meeting is intended to verbally outline to the Employee any reasons for the reprimand, how they should correct their work and what will happen if their misconduct continues. Either party may keep notes of the meeting. The notes shall not be placed on the Employee's personnel record.

A letter may be issued outlining expectations that were discussed at the meeting. Such documentation shall be placed on the Employee's personnel file and a copy of the expectation letter shall be forwarded to the Union.

9.06 Letter of Reprimand

This is a formal meeting with the Employee involved, the Director or Assistant Director, Union Representative, and another Management representative if applicable. This meeting shall occur within three (3) working days of the event giving rise to the complaint as long as required parties are available to attend. The letter of reprimand is applied when the verbal warning has failed to bring about corrective action. The letter will include: any reasons for the reprimand, how they should correct their work and what will happen if their misconduct continues. The letter shall be given to the Employee. Such documentation shall be placed on the Employee's record. The Employee's reply to the specific complaints, accusations or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union.

9.07 Suspension

The Employee will be given notice of the suspension and the reason(s) for it in writing. The days of suspension shall be included. A copy will be supplied to the Union. The suspension shall be without pay.

9.08 Dismissal

Dismissal shall be effected by the Chairperson of the Board or their designate. The Employee shall receive written notice of the action which shall include a specific statement of just cause. Except in cases where immediate dismissal is warranted, the Employer shall give two (2) weeks' notice in writing or pay in lieu of such notice.

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

9.09 Reinstatement of Rights

An Employee who has been unjustly suspended, demoted or dismissed, shall under this Article, upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion and dismissal as negotiated by the parties.

9.10 Warnings

Warnings related to an Employee's poor work performance shall be made within a reasonable time frame of the time that the alleged poor work performance occurred or within a reasonable time frame after the incident comes to the attention of the Employer. Copies of such warnings shall be sent to the Union Steward.

9.11 Resignations

Employees desiring to terminate employment with the Employer shall give two (2) weeks' notice in writing of such termination. Employees who terminate and who have been employed more than six (6) months will, upon request, be given a service letter stating time, job classification, duties and cause of leaving. Employees who fail to provide notice will have three (3) days to withdraw their resignation. Employees who provide notice will have five (5) days to withdraw their resignation.

ARTICLE 10 – SENIORITY

Note: Entry into employment previous to Union certification be recognized.

10.01 Seniority Defined

Seniority is defined as the length of service in the employ of the Employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a Bargaining Unit-wide basis.

10.02 Seniority List

The Employer shall maintain one seniority list for all Employees showing the date upon which the Employee's service commenced. An up-to-date Employer-wide seniority list shall be sent to the Union and posted on staff room Bulletin Boards in January of each year.

10.03 Loss of Seniority

An Employee shall not lose seniority rights if the Employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An Employee shall only lose seniority in the event the Employee:

- a) is discharged for just cause and is not reinstated.
- b) resigns in writing and does not withdraw the resignation.
- c) does not respond to recall to employment from layoff after two (2) weeks' notice.
- d) is laid off and not recalled for a period longer than twenty-four (24) consecutive months.
- e) is Casual and has not worked with the Employer due to the Employee declining work without sufficient reason for a period of **thirty (30)** calendar days.

10.04 Probation

A newly hired Employee (a Probationary Employee) shall be on probation for a period of six (6) months from the date of hiring. After one (1), three (3) and six (6) months, the supervisor and/or Director or Assistant Director will review the work performance of the Employee and submit the evaluation to the Employee. A Probationary Employee shall not acquire seniority until after they have worked for the Employer for a total of six (6) months. The Employer may extend the period of probation if the Employee has not demonstrated satisfactory work. After successful completion of the probationary period, seniority shall be effective from the date of employment.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created inside or outside of the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's premises for a minimum of five (5) working days.

- a) Where a new position constitutes a new classification, such new classification shall be discussed with the Union. The discussion shall include the working conditions and wage rates for the new classification. The position will not be posted until an agreement is reached on the wage rate for the new classification.

11.02 Information in Postings

Such notice shall contain the following information: nature of position, location of position, required qualifications and skills, number of shifts and guaranteed hours. Qualifications may not be established in an arbitrary or discriminatory manner. For positions inside the Bargaining Unit, the notice shall include wage or salary rate or range.

11.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- i) The principle of promotion within the service of the Employer.
- ii) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made to the applicant with the greatest seniority and having the required qualifications. Appointments from within the Bargaining Unit shall be made within three (3) weeks of posting.

11.04 Trial Period

The successful applicant shall be placed on trial for a period of six (6) months. In the event the successful applicant is unable to perform the duties of the new job classification, or wishes to return to their original position, the Employee shall be returned to their former position, wage or salary scale and without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

11.05 Notification to the Union

The name of the successful applicant to any vacancy or new position shall be posted on the bulletin boards in the Daycare. The Employer shall notify the Union of all hirings, layoffs, recalls and terminations of employment.

11.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to any senior applicant who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy. Such Employees will be given a trial period of up to one (1) year to complete the required qualifications.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of their Bargaining Unit-wide seniority within their own Daycare Centre. Employees shall not lose seniority rights during any period of layoff.

12.02 Recall Procedure

Employees shall be recalled in order of their seniority.

12.03 No New Employees

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

12.04 Notice of Layoff of Employee(s)

Written notice of layoff of Employee(s) shall be provided as follows:

- a) no notice if the period of employment is six (6) months or less;
- b) one (1) week's written notice if the period of employment is more than six (6) months but less than one (1) year;
- c) two (2) weeks' written notice if the period of employment is one (1) year or more but less than three (3) years;
- d) four (4) weeks' written notice if the period of employment is three (3) years or more but less than five (5) years;
- e) six (6) weeks' written notice if the period of employment is five (5) years or more but less than ten (10) years;
- f) eight (8) weeks' written notice if the period of employment is ten (10) years or more.

The Employer may, in its discretion, provide the Employee with pay in lieu of notice for the applicable notice period, provided that the pay shall be equivalent to the Employee's normal wages for the period, exclusive of overtime.

ARTICLE 13 – HOURS OF WORK

13.01 Standard Daily Hours

- a) Subject to Article 13.03, the regular hours of Permanent Full-time Employees shall be eight and one half (8 1/2) hours per shift. After consultation with the staff, permanent positions scheduled for less than eight and one half (8 1/2) hours may be created by the Board of Directors, without compromising the integrity of the full-time positions.
- b) The regular hours of Permanent Part-time Employees shall be less than the regular eight (8) hours per shift or forty (40) hours per week and more than three (3) hours per shift.

13.02 Shift Rotation

Each Employee shall work a permanent designated shift. In the event of an Employee vacating a designated shift, Employees shall be given the opportunity to work that designated shift in order of seniority. Shifts cannot be altered without giving two (2) weeks' notice or by mutual agreement of the Union and the Director.

13.03 Rest Periods

Rest periods shall be one half hour (30 minutes) without pay for each eight and one half (8 1/2) hour shift. The Employee may receive two (2) fifteen (15) minute breaks, as scheduling permits. Shifts longer than three (3) hours but less than eight and one half (8 1/2) hours shall be entitled to one (1) rest period calculated at five (5) minutes of rest period for each full hour worked.

If an Employee is absent from work for a quarter day or more, there shall be no rest period taken that half of the shift.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined

All time worked outside the regular eight (8) hours in any one day or regular forty (40) hour work week shall be considered as overtime exclusive of the one-half hour (30 minute) rest period.

14.02 Compensation for Work Before and After Daily and Weekly Scheduled Hours

Overtime work before and after the daily and weekly scheduled hours shall be paid at the rate of time and a half (1.5) for all overtime.

14.03 Call-Back Overtime Pay

An Employee who is called back to work outside of their regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

An Employee who attends a mandatory meeting scheduled by the Employer, which occurs outside regular working hours, shall be paid at time and a half (1.5) rate of pay for time spent. (The meeting will be scheduled with as much advance notice as possible.)

14.04 No Layoff to Compensate for Overtime

An Employee shall not be required to layoff during regular hours to equalize overtime worked.

14.05 Sharing Overtime

Overtime and call-back shall be divided equally among Employees who are willing and qualified to perform the available work.

14.06 Minimum Overtime

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly list of all Employees who have worked more than twelve (12) hours a week overtime and an explanation of the circumstances.

Overtime periods of less than thirty (30) minutes shall be cumulative and the Employee shall be compensated each time the accumulated overtime equals thirty (30) minutes.

14.07 Advance Notification of Overtime

In order to minimize unplanned disruptions in the daily life of the Employees, the Employer will endeavour to give as much notice as possible if they wish the Employee to work overtime. The Employer shall give a minimum of five (5) hours' notice, if possible, to any Employee who is asked to work overtime.

14.08 Time Off in Lieu of Overtime Pay

Instead of cash payment, where it is mutually agreed between the Employee and the Employer, an Employee may choose to receive time off at the appropriate overtime rate.

Payouts shall occur annually except the Employee can choose if they want to carry over the pay or time off of the **twenty-four (24)** hours to the next year.

ARTICLE 15 – PUBLIC HOLIDAYS

15.01 Paid Holidays

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

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

and any other day proclaimed a holiday by Federal, Provincial or Municipal Government.

- b) If the Daycare chooses to close for another date during the year (i.e. to extend long weekend), staff regularly scheduled to work the closed day will receive the day off with pay.

15.02 Floater Holiday

Each Employee shall be granted three (3) paid floater holidays per year to be taken at the Employee's discretion, with approval from the Director. Such holidays shall not be carried over from year to year.

15.03 Compensation for Public Holidays Falling on Saturday

When any of the above Public Holidays fall on a Saturday and is not proclaimed as being observed on some other day, the Friday before shall be deemed to be a holiday for the purposes of this Agreement.

15.04 Compensation for Public Holidays Falling on Sunday

When any of the above public holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purposes of this Agreement.

ARTICLE 16 – ANNUAL VACATION

16.01 Length of Vacation

An Employee shall receive an annual vacation with pay at a mutually agreeable time in accordance with their years of service as follows:

One (1) year	15 (fifteen) working days
Five (5) years	20 (twenty) working days
Ten (10) years	25 (twenty-five) working days
Fourteen (14) years and thereafter	30 (thirty) working days

During the probationary period, an Employee may not take vacation, except in exceptional circumstances, and with the prior approval of the Director.

Employees shall submit vacation requests in writing to the Daycare Director on an annual basis.

Vacation leave shall be taken in part or in whole only after it is earned. However, and subject to Article 16.05, the Employer may at the Employee's request grant leave that would be earned by the following December 31. An Employee who has been employed for at least one (1) year shall be granted, upon request, the use of five (5) days of vacation prior to it being earned. Such vacation advance may be deducted from the Employee's pay if the Employee terminates before the advance is earned.

16.02 Part-time & Casual Employees

Vacation pay for Part-time and Casual Employees shall be calculated as per the above and shall be paid to the Employee on each paycheck.

16.03 Approved Leave of Absence During Vacation

Where, in respect to any period of vacation, an Employee is:

- a) granted sick leave upon receipt of written verification; or
- b) granted compassionate leave; or
- c) granted Union leave

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period if requested by the Employee and approved by the Employer, or reinstated for use at a later date.

16.04 Unbroken Vacation Period

Subject to Article 16.01, an Employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon by the Employee and the Employer.

16.05 Exceeding the Allowance

An Employee leaving the employment of the Daycare who has been granted more vacation than is due them shall have such overpayment deducted from any monies owed them by the Employer, calculated on the basis of the wage in effect at the date of termination.

16.06 Carry Over of Unused Vacation

Employees shall have the right, upon request, to carry over five (5) days vacation from one year to the next. Carried vacation shall be at the pay scale in which the vacation was earned. Employees must request such carry over prior to December 31 of each year.

16.07 Conflicts in Vacation Schedule

Providing the Executive Director or Assistant Director are not on vacation, up to two (2) Employees may be on vacation at the same time per site. If more than two (2) Employees want their vacation during the same period, the Employee who has the greatest seniority shall have preference.

16.08 Requests for Vacation Leave

When an Employee requests vacation leave, the Employer shall advise them within four (4) working days of the date when the request was made whether their request has been granted. If it is not granted, the Employer shall advise the Employee in writing as to the reason(s) for the denial.

ARTICLE 17 – SICK LEAVE

17.01 Definition of Sick Leave

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination of a physician, chiropractor or dentist due to illness or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

17.02 Sick Days

A maximum of twelve (12) sick days shall be earned per year by each Employee. Sick days shall be earned at the rate of one (1) day per month, pro-rated for other than full-

time Employees, for every month that the Employee is employed. An Employee cannot draw on sick days in excess of those already accumulated at any point in time.

17.03 Accumulation of Sick Leave

The unused portion of an Employee's sick leave shall accrue for their future benefits. Such accrual may be to a maximum of eighty (80) days. Accumulated sick leave is not to be paid out on termination of employment.

17.04 Sick Leave Deductions and Pay

Whenever an Employee requires a sick leave, deductions shall be made from any accumulated sick days they may have. Employees shall receive their full pay for any sick leave days which fall on a normal working day.

17.05 Illness in the Family

Where no one other than the Employee can provide for the needs during illness of an immediate member of their family, an Employee shall be entitled, after notifying the Director or Assistant Director, to use a maximum of three (3) accumulated sick leave days per illness for this purpose at any one time. If the Employee's sick leave entitlement is depleted, the Employer may grant the Employee an unpaid leave of absence or the use of floater holidays and vacation.

17.06 Illness to be Reported

Any Employee absent from duty on account of sickness must inform the Director by the opening of the Daycare so that a substitute can be arranged for.

17.07 Proof of Illness

An Employee may be required to produce a certificate from a Medical Practitioner certifying that they were unable to carry out their duties due to illness or injury for any illness in excess of three (3) working days.

17.08 Sick Leave Records

Immediately after the close of each fiscal year, the Employer shall advise each Employee in writing of the amount of sick leave accrued to their credit.

17.09 Required Medicals

If pre-employment or subsequent medicals or immunizations should be required by the Employer or in accordance with Daycare regulations, the cost of such will be paid by the Employer and shall not result in loss of pay or sick leave credits.

17.10 Leave for Diseases and Conditions Harmful to Pregnancy

A pregnant Employee may use up to ten (10) days of accumulated sick leave if a disease or condition which could be harmful to pregnancy occurs in the Daycare. The Employer can request a written medical certificate certifying the Employee is pregnant.

17.11 Medical Care Leave

Employees shall be allowed to engage in personal, preventative medical health and dental care. Such time shall be deducted from accumulated sick days. If the Employee's sick leave entitlement is depleted, the Employer may grant the Employee an unpaid leave of absence.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Leave of Absence for Union Functions

An Employee who is involved in contract negotiations with the Employer, arbitration procedure or attending a Canadian Union of Public Employees convention, educational or conference may use accumulated sick leave for this purpose.

During absences on Union leave, if Employees choose not to use accumulated sick leave, they shall be compensated as though they were at work. The Employer will invoice the Union for wages and benefits paid during the Union leave, and the Union will reimburse the Employer within two (2) weeks of receiving the invoice.

18.02 Leave of Absence for Full-time Union or Public Duties

- a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits but without pay so that the Employee may be a candidate in federal, provincial or municipal elections. No sick leave shall be accumulated or granted when on this leave of absence.
- b) An Employee elected to public office may be allowed leave of absence without pay but without loss of seniority during their term in office.
- c) An Employee elected or selected for a full-time position with the Union may be granted leave of absence without pay but without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year, on request, during their term of office provided satisfactory arrangements can be made for the performance of their work during their absence.

18.03 Compassionate Leave

An Employee shall be granted up to five (5) consecutive working days with pay and without loss of benefits in the case of death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, former guardian or fiancé. Where burial occurs outside of the province, up to two (2) additional days with pay will be available. The Employee may also request an additional leave such as vacation, floater holiday or leave without pay, etc.

Upon request, Employees shall be granted a further leave of absence without pay of up to eight (8) weeks to care for a family member who is seriously ill. The Employee is not required to take the benefit weeks consecutively. During the leave, the Employee shall continue to accumulate benefits and seniority.

An Employee may request an extension without pay to the leave. Approval of an extension shall not be unreasonably denied. During an extended leave, the Employee shall continue to accrue all benefits and seniority.

18.04 Education Leave

a) Any course or workshop considered necessary by the Employer in order to continue employment in the Daycare Centre shall be compensated for as follows (excluding classes required by the government):

- i) Time off with pay in order to attend classes.
- ii) Payment of class fees by the Employer.
- iii) Hotel and meal expenses (to a maximum of \$10.00 per meal) incurred at any out-of-town course or workshop will be paid by the Employer.

b) Daycare Worker Course

All new Employees shall be required to have successfully completed, at minimum, a one-year certificate in *Early Childhood Education*. This provision will not apply to Employees who possess equivalent training in early childhood education. When hiring new Employees, preference will be given to those possessing the two-year diploma in *Early Childhood Education*. Existing Employees must provide proof of working towards the one-year certificate.

18.05 Mourner's Leave

One (1) day without pay shall be granted to attend a funeral as a pallbearer or mourner. At the request of the Employee, such leave shall be deducted from accumulated sick leave.

18.06 Recognition of Social Illness

The Employer and the Union recognize that mental illness, alcoholism and drug abuse are health problems. Where counseling or rehabilitation of an Employee or a member of an Employee's family requires the Employee to be absent from work, the Employee shall be entitled to use sick leave benefits. The Employee will be entitled to leave of absence without pay if all available sick leave benefits have been expended. It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of Management's responsibility to maintain disciplinary measures within the framework of the Collective Bargaining Agreement.

18.07 Paid Jury or Court Witness Duty Leave

The Employer shall grant the leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court.

The Employer shall pay an Employee the difference between their normal earnings and the payment they receive for jury duty or court service, excluding payment for travelling, meals and other expenses. The Employee shall present proof of service and the amount of pay received. Time spent by an Employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

18.08 Leave for Court Appearance or Incarceration

In the event that an Employee is accused of an offence that requires court appearance, they shall be entitled to an unpaid leave of absence without loss of seniority and benefits for up to twenty-two (22) working days. In the event that the accused Employee is incarcerated awaiting a court appearance, they shall be entitled to automatic leave without loss of seniority and benefits without pay.

18.09 Citizenship Leave

An Employee shall be allowed the necessary time off without pay to process their Canadian Citizenship application.

18.10 Time Off for Elections

Every Employee who is an elector shall receive, for the purposes of casting their vote while the polling places are open on polling day, a minimum of four (4) consecutive hours for the purpose of casting their vote in a Federal election, and three (3) consecutive hours for the purpose of casting their vote in any Provincial or municipal election. Should any part of that time include the regular working hours of an Employee, that Employee shall be given time off with their normal pay.

18.11 General Leave

An Employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause and is subject to operational feasibility. Such requests shall be in writing. If the leave is for longer than one (1) month, the Employee will provide two (2) weeks' notice of return to work. Such leave shall not be unreasonably denied.

18.12 Special Leave

After one (1) year of employment, and every one (1) year thereafter, the Employee may take (1) week of leave without pay.

The leave of absence shall be granted upon mutual agreement between the Employer and the Employee. If there is no mutual agreement, the Employee will not be required by the Employer to take such a leave.

18.13 Pressing Necessity

An Employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the Employee and which required the immediate attention of the Employee.

Alternatively, the Employee may elect to use vacation or floater holiday.

18.14 Intimate Partner Violence

The parties agree that interpersonal violence and sexual violence leave will be provided in accordance with Section 2-56.1 of *The Saskatchewan Employment Act*.

ARTICLE 19 – MATERNITY/PATERNITY/PARENTAL LEAVE

19.01 Maternity/Parental Leave

An Employee shall qualify for Maternity/Parental leave without pay after completion of the probationary period. The Employer shall not deny the pregnant Employee the right to continue employment solely because they are pregnant. Where the pregnancy of an Employee would interfere with the performance of their duties, the Employer may require the Employee to take a period of leave prior to the estimated due date.

19.02 Length of Maternity/Parental Leave

Parental leave shall cover a period of up to fifty-two (52) weeks total and may be taken at the Employee's discretion before and/or after the birth or adoption of a child. The leave shall normally be taken within fifty-two (52) weeks of the birth or adoption of the child.

19.03 Seniority Status

While on Maternity and/or Parental leave, an Employee shall retain their seniority and all accumulated benefits but will not accumulate benefits while on leave.

19.04 Procedure Upon Return from Maternity/Parental Leave

When an Employee decides to return to work after Maternity and/or Parental leave, they shall provide the Employer with at least two (2) weeks' notice. On return from Maternity and/or Parental leave, the Employee shall be placed in their former position subject to any general increase.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay day, each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

20.02 Equal Pay for Equal Work

Employees shall be paid equal pay for equal work, regardless of sex.

20.03 Pay on Temporary Transfers, Lower Rated Jobs

When the Employer assigns an Employee to a position paying a lower rate of pay, the Employee's rate shall not be reduced.

20.04 Mileage Allowance

A mileage allowance of thirty-five cents (\$.35) per kilometre (minimum three dollars and fifty cents [\$3.50] per trip) shall be paid to Employees who use their own vehicles for daycare business, when requested by the Employer. Mileage forms must be submitted to the Employer.

The minimum rate shall be in accordance with the rate set by the Provincial Government (currently reviewed every six [6] months).

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Benefits

Upon hire, all permanent full-time and permanent part-time (50% of FTE) Employees shall enroll in the Benefit Plan as a condition of employment.

All Employees, employed as of March 31, 2017 will be exempt from the ninety (90) day waiting period.

Plan includes (as per booklet):

- a) Extended Health Benefits
- b) Dental Plan
- c) Employee Assistance Plan (RightDirections TM)

The Employer funded portion is fifty percent (50%).

All new hires must satisfy a ninety (90) day service waiting period for benefit to become active.

Employees on an approved, unpaid leave of absence greater than thirty (30) days must pay the Employer's funded portion of the benefit to remain eligible in the Benefit Plan.

This plan shall not change unless it is mutually agreed upon.

ARTICLE 22 – JOB SECURITY

22.01 Restrictions on Contracting Out

In order to provide job security for the members of the Bargaining Unit, the Employer agrees that all work or services performed by the Employees shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit Employee.

22.02 Amalgamation, Rationalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer will make every effort so that:

- a) Employees shall be credited with all seniority rights with the new Employer.

- b) All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- d) Conditions of employment and wage rates for the new Employer shall be at least equal to the best provisions in effect with the merging Employers or new Employer.
- e) No Employee shall suffer loss of employment as a result of merger or transfer.
- f) Preference in location of employment in the merged Employer or new Employer shall be on the basis of seniority.

22.03 Operational Changes

In the event of operational changes, for example merger of two sites into one larger site, the Employer shall:

- a) Notify the Union as soon as reasonably practicable but no later than three (3) months prior to the change taking effect;
- b) Commence discussions with the Union regarding the transition;
- c) During transition period, Employees will maintain their rates of pay, hours of work and benefits;
- d) Any training and retraining required to fill any new positions shall be provided by the Employer.

ARTICLE 23 – GENERAL CONDITIONS

23.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director and the Secretary of the Local Union, also with the Union Representative.

23.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

23.03 Employee as Parent

An Employee shall have the right to have their child(ren) in the Daycare, provided that the child(ren) do not interfere with the ability of the Employee to carry out their regular duties. The child(ren) shall be admitted to the Centre on the same basis as any other child(ren). Such Employee shall be bound by the same rights, except membership on the Board, and obligations as any other parent of the Co-operative. Where disputes or problems arise, the Employer shall be the final arbitrator.

23.04 Plural or Masculine Terms May Apply

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

23.05 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, the Union shall provide copies of the Agreement and the Employer shall allow the copies to be distributed at the workplace.

ARTICLE 24 – OCCUPATIONAL HEALTH AND SAFETY

24.01 Co-operation on Safety

It is agreed that the parties will co-operate fully to promote safe work practices, healthy working conditions and compliance with Occupational Health and Safety Act and Regulations.

The Union, through the participation of its members will provide input into issues of occupational health and safety about the workplace and will assist wherever possible in the furtherance of safe conditions and practices.

The Employer will keep under review the use or presence, at the place of employment, of chemical or biological substances which may be hazardous to the health or safety of workers.

Any Employee may request that the Department Head substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The Occupational Health and Safety Department Representative will cooperate in advising the Employees through their Department Head on the possibility of using suitable substitutions.

24.02 Safety and Health Reports, Records and Data

Reports of every accident or occurrence of an occupational disease at the work site will be provided to the Union. The Union members may request any pertinent health and safety records held by the Employer, which are not confidential.

24.03 Right to Refuse Unsafe Work

Members have the legal right to refuse unsafe work under *The Saskatchewan Employment Act, Division 5, Section 3* when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

24.04 No Discipline

No Employee shall be disciplined for refusal to work on a job or to operate any equipment that is considered unusually dangerous.

24.05 Steps to Refuse Work

Members have the legal right to refuse unsafe work under *The Saskatchewan Employment Act, Division 5, Section 3*.

1. If a worker believes that the work they have been asked to do is unusually dangerous, they have the right to refuse the unsafe work.
2. They should inform their supervisor. Their supervisor must be made aware that the refusal to do the work is for health and safety reasons. The worker must not leave their work site without the permission of their Employer.
3. The worker is expected to work with their supervisor to resolve their concern(s).
4. The supervisor has the right to reassign other work to the worker (at no loss in pay or benefits) until the concern(s) is resolved.
5. A supervisor cannot assign another worker to do the disputed work unless the replacement worker is advised in writing of the:
 - Refusal;
 - Reason(s) why the Employer believes that the replacement worker can do the disputed job safely;
 - Right of the replacement worker to refuse;
 - Steps to follow when exercising the right.

24.06 Steps to Take if the Supervisor and Worker Cannot Resolve the Refusal

1. If the supervisor and worker cannot resolve the refusal, the matter should be taken to the Co-Chairpersons of the OHC. The Co-Chairpersons' role is to help resolve the issue. The Co-Chairpersons do not have the right to rule on whether or not the disputed work is unusually dangerous.
2. If the Co-Chairpersons cannot resolve the matter, they shall convene an emergency meeting of the OHC to investigate the refusal. During the investigation, the OHC should review applicable OH&S legislation, work procedures, applicable documentation, etc. Documentation of this process is required as Saskatchewan Labour's Occupational Health Officer (OHO) may need to review the investigation file.
3. The OHC may rule on whether the work is unusually dangerous. This ruling must be made by a vote of a quorum of the Committee. A unanimous vote by a quorum of the Committee is required to rule for or against a refusal.
4. If the OHC determines that the work is not unusually dangerous, they must advise the worker that the worker can no longer refuse that work under *The Act, Section 23*.
5. If the OHC determines that the work is unusually dangerous, the OHC shall provide the Employer with recommendations for corrective action, including a summary of the investigation with the minutes of the OHC meeting. The Employer should act and report to the OHC on the actions taken, or if no actions taken, and the reason(s) why.

Workplace Health & Safety Services consultants may be contacted to assist in the refusal to work process.

An OHO must be contacted if:

- The concern has not been resolved;
- The refusing worker is not satisfied with the OHC's decision, or
- The OHC cannot agree on how to resolve the refusal.

ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS

- 25.01 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 26 – BANKRUPTCY

26.01 In the event of bankruptcy of the Daycare Centre, the Employer shall pay all monies owed to Employees before declaration takes place.

ARTICLE 27 – DAYCARE CONFERENCE WITHIN SASKATCHEWAN

27.01 All requests for attendance at conferences shall be submitted to the Board for approval. Applications shall be on a first come, first served basis with priority given to those who have not attended a conference before.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2024, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days and not more than one-hundred and twenty (120) days prior to the expiry date of this Collective Agreement.

28.02 Changes in Agreement

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

28.03 Notice of Change

Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one-hundred and twenty (120) days prior to the termination date, give notice in writing to the other party.

28.04 Renegotiations Due to Funding Improvements

Should Government initiatives result in improved funding for wages or benefits, the Parties shall reopen this Agreement to negotiate those improvements to this provision of the Agreement. Additionally, should the Government reduce wage and/or benefits funding to the Employer, the Parties agree to meet to negotiate revisions to Schedule 'A' to address the reduction.

SCHEDULE 'A' – WAGE SCALE

General wage increase 3%, 3%, 2%, 2% – 4 year agreement.

When minimum wage is increased, all wages contained in Schedule 'A' shall also receive the same increase.

Effective January 1 to December 31, 2021

(3% Increase)	Beginning Step 1	After 1 Full Year Step 2	After 2 Full Years Step 3
Cook	12.60	12.99	13.35
Childcare Provider	12.12	12.48	12.84
ECE 1	13.16	13.58	13.98
ECE 2	14.60	15.03	15.49
ECE 3	16.00	16.47	16.98
Bernie Ramsdell	21.82		
Jennifer Durell	19.16		
Margaret Chunys	19.16		
Melanie Kradovill	13.58		

Effective January 1 to December 31, 2022

(3% Increase)	Beginning Step 1	After 1 Full Year Step 2	After 2 Full Years Step 3
Cook	12.98	13.38	13.75
Childcare Provider	12.48	12.85	13.23
ECE 1	13.55	13.99	14.40
ECE 2	15.04	15.48	15.95
ECE 3	16.48	16.96	17.49
Bernie Ramsdell	22.47		
Jennifer Durell	19.73		
Margaret Chunys	19.73		
Melanie Kradovill	13.99		

Effective January 1 to December 31, 2023

(2% Increase)	Beginning Step 1	After 1 Full Year Step 2	After 2 Full Years Step 3
Cook	13.24	13.65	14.03
Childcare Provider	12.73	13.11	13.49
ECE 1	13.82	14.27	14.69
ECE 2	15.34	15.79	16.27
ECE 3	16.81	17.30	17.84
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Bernie Ramsdell	22.92		
Jennifer Durell	20.12		
Margaret Chunys	20.12		
Melanie Kradovill	14.27		

Effective January 1 to December 31, 2024

(2% Increase)	Beginning Step 1	After 1 Full Year Step 2	After 2 Full Years Step 3
Cook	13.50	13.92	14.31
Childcare Provider	12.98	13.37	13.76
ECE 1	14.10	14.56	14.98
ECE 2	15.65	16.11	16.60
ECE 3	17.15	17.65	18.20
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Bernie Ramsdell	23.38		
Jennifer Durell	20.52		
Margaret Chunys	20.52		
Melanie Kradovill	14.56		

APPENDIX 'A' – MELFORT DAYCARE CO-OPERATIVE JOB DESCRIPTIONS

EARLY CHILDHOOD EDUCATOR

General Responsibilities

- To work within the **Mission, Vision and Values of the Daycare Co-operative**.
- To be responsible to the Director or the senior staff on duty.
- To attend staff meetings as per schedule to discuss policies and to share ideas and problems.
- To act in an acceptable, professional manner and maintain confidentiality.
- To be willing to continue training in the childcare field through workshops, conferences and credit courses.
- To be open to differences of those employed at the Centre, as well as the families that we serve.
- Help with articles and/or assist with the newsletter if requested to do so by the Director.
- Punctuality and reliability are essential.
- To be persistent and consistent with regards to discipline and rules of the Centre. Be aware of and follow the discipline procedures as outlined in the policy manual. This is necessary for the well-being of the children as well as the smooth operation of the Centre.
- To understand the job description and to ask questions if clarification is required.
- To assist in any other duties that may be asked/required.
- To refrain from passing judgment about parents or co-workers and their lives.

Working with Other Staff

- Assist the Director in planning programs for special occasions and planned outings.
- To be responsible for clean-up of your own activities.
- Help leave the Daycare free of toys every night.
- Co-operate with regard to general supervision during play, lunch, snacks, etc.
- Consider the feelings and pressures endured by your co-workers.

Responsibilities to Parents

- Develop and maintain a good relationship with the parents.
- Demonstrate an understanding attitude towards the parents and the children we serve and their different situations.
- To be familiar with the children's files – family background, allergies, people authorized to pick them up, etc.
- Keep file cards current on each child.
- To be able to describe the child's behaviour progress and express concerns to the parent if requested.
- Report any social problems, emotional problems or physical to parents and the Director.
- Provide parents with daily updates as to how their child's day was, both good and bad.

Program Responsibilities/Working with the Children

- Help to create an atmosphere which is free from strain.
- Serve as a good role model for the children in all areas including:
 1. Cleanliness and grooming
 2. Demonstrating good manners
 3. Using effective communication techniques
 4. Demonstrating self-control and maturity
 5. Effectively conveying own emotions
 6. Accepting responsibility for own actions
 7. Demonstrating enthusiasm and cheerfulness
- Supervise your own group of children and other children if required.
- Be enthusiastic about helping children develop through the process of questioning and exploring.
- Plan crafts and prepare material for your own group.
- Assist children to develop self-discipline:
 1. Use a positive approach to inappropriate behaviour
 2. Help children to accept reasonable limits
- Assist with emergencies as designated, know all emergency procedures (fire, accident, etc.) and train the children in the emergency procedures.
- Assist children to accept responsibility for cleaning up toys. Ensure toys are returned to designated positions and all pieces are together if appropriate.
- Discuss the children's progress with the Director.
- Make use of the one-half hour per week as scheduled for program planning.

Job Responsibilities

- To be responsible for the set up of the equipment and supplies for the daily use in your area.
- To be aware of the basic information regarding the Centre (i.e. fees, subsidy, spaces available, etc.)
- To ensure that the children are adequately supervised at all times.
- To assist the Supervisor in maintaining toys and ensuring equipment is in good repair.
- To assist in planning and in taking the children on field trips as scheduled.
- Assume the major responsibility for toileting and personal hygiene for the children in your care.
- Assist children in preparing to go outdoors and coming in.
- Ensure that the parents sign the children into our care and out of our care on attendance form, and that parents sign the Daycare Attendance Report.

COOK

- Follow the Canada Food Guide while planning the monthly menu and provide copies for parents. All foods must be peanut-free.
- Prepare and serve healthy snacks – offering variety while incorporating cultural differences in a sanitized environment.
- Sanitize kitchen area including countertops, cupboards, drawers, floors, appliances and all dishes.
- Demonstrate proper hand washing technique.
- Assure the children are fed every three (3) hours and distribute proper portions.
- Demonstrate effective time management and organizational skills.
- Meet the special requirements of the parents' requests pertaining to food sensitivities and allergies.
- Prepare and store food at proper temperatures as per the Safe Food Handling Course.
- Prepare a grocery list weekly and assist in shopping if needed.
- Watch for sales.
- Open the Daycare if necessary following the outlined procedure:
 1. Turn lights on
 2. Set up room for children's arrival - collect clean toys from sanitizing room
 3. Pre-heat oven and/or put on meat if needed
 4. Start laundry if needed
 5. Start dishwasher for the day
- Administer and record medications when required and keep track of the expiry dates of medication provided by parents.
- Answer phone when required.
- Follow the Job Description of the Early Childhood Educator. The Cook position is an opening staff. Therefore, they are required to be on the floor with the children as they arrive, until sufficient staff are on premises to cover staffing ratios.
- Training Courses
 - First Aid and CPR
 - Safe Food Handling
 - Fire Extinguisher Training

SIGNING PAGE

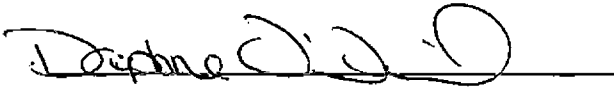
SIGNED THIS 8th DAY OF April A.D. 2021

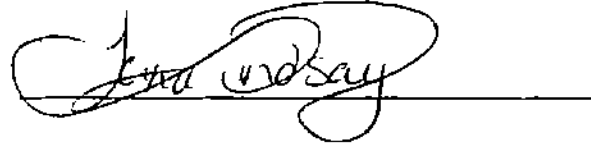
AT MELFORT, SASKATCHEWAN.

ON BEHALF OF:

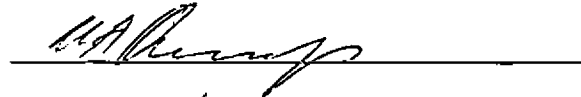
MELFORT DAYCARE
CO-OPERATIVE


CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 5080

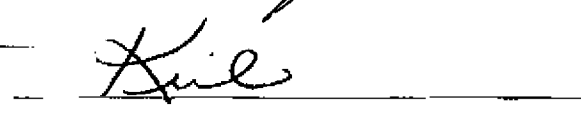












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