



COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4131

AND

HUMPTY DUMPTY CHILD CARE CO-OPERATIVE

October 1, 2019 to September 30, 2022

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THIS AGREEMENT MADE THIS 3 DAY OF November, 2021

BETWEEN: HUMPTY DUMPTY CHILD CARE CO-OPERATIVE
Hereinafter called "the Employer"
PARTY OF THE FIRST PART,

AND: CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #4131,
being a Chartered Local Union of the Canadian Union of Public
Employees, hereinafter called "the Union"
PARTY OF THE SECOND PART.

ARTICLE 1 – PREAMBLE

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

1. To maintain harmonious relations and settled conditions of employment between the Employer and the Union.
2. To encourage efficiency in operations.
3. To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.
4. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

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

ARTICLE 2 – RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4131 as the sole and exclusive collective bargaining agent for all of its employees, except the 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

Except for the Director, 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 the Employer's representatives, which may conflict with the terms of this agreement.

2.04 Employee Means: Any person covered by the scope of this Agreement.

2.05 Definitions

- a) A full-time employee shall be defined as an employee who is regularly scheduled to work the full prescribed hours as stated in Article 16.
- b) A part-time employee shall be defined as an employee who is regularly scheduled to work less than the full prescribed hours as stated in Article 16.
- c) A substitute (casual) employee shall mean an employee who works on a call-in basis and is not regularly scheduled in advance.
- d) A temporary employee shall be defined as an employee employed on a full or part-time basis for a specified period of time.
- e) A floater is a part-time employee regularly scheduled for a minimum three (3) hours. These hours may be expanded to full-time hours in order to maintain the adult:child ratios established in Article 32 and in accordance with Article 16.04.

ARTICLE 3 – NO DISCRIMINATION

3.01 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.

3.02 Harassment/Discrimination

- a) The Employer and 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 for dealing with harassment and discrimination developed by the Parties does not restrict or void an employee's right to the Grievance Procedure.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

Union Membership

- 4.01 Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

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

5.02 Deductions

Deductions shall be made from each pay cheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

5.03 Dues Receipts

The Employer agrees to record all Union Dues paid in the previous year on the employee's income tax (T-4) slip.

ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 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.

6.02 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.

6.03 Interviewing Opportunity

A Representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of twenty (20) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 7 – CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the President of the Board and the Secretary of the Local Union.

ARTICLE 8 – LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 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.

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

8.03 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.

8.04 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.

8.05 Time Off for Meetings

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

8.06 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.

ARTICLE 9 – RESOLUTIONS AND REPORTS OF THE BOARD

9.01 Copies of Resolutions

Copies of all grant applications, rejections and acceptances of such, motions, resolutions and bylaws or rules and regulations adopted by the Board which affect the members of this Union are to be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, to meet with the Employer with respect to such.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards & Grievance Committee

In order 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 the Union Stewards.

10.02 Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward.

10.03 Grievance Committee

The Stewards selected shall constitute the Grievance Committee.

10.04 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

10.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The aggrieved employee(s) will submit the grievance to the Steward. The Steward shall represent the employee in the Grievance Procedure. At each step of the Grievance Procedure the Grievor shall have the right to be present.

STEP 2

The Steward and employee (if the employee so wishes) will first seek to settle the dispute with the Director and a Board Representative. The Director and Board Representative will have seven (7) working days from the completion of that meeting or from receipt of additional written submission from the Union to render a decision, in writing, to the Union.

STEP 3

Failing satisfactory settlement at Step 2, the Union may, within seven (7) working days refer the dispute to the Board of the Co-operative, and the Board shall, within seven (7) working days of receipt of notice of referral to Step 3, meet with the Steward and the employee(s). The Board shall have seven (7) working days from the date of the meeting to render its decision, in writing, to the Union.

STEP 4

Failing a satisfactory settlement in Step 3, the Union may refer the dispute to Arbitration within thirty (30) working days of the Board's decision in accordance with *The Saskatchewan Employment Act*.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union have a grievance, Steps 1 and 2 may be bypassed.

10.07 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

10.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

10.09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration Procedures.

10.10 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

ARTICLE 11 – ARBITRATION

11.01 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, indicating the name of its nominee on an Arbitration Board. Within seven (7) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson.

11.02 Failure to Appoint

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

11.03 Board Procedure

The Board shall determine its own procedures but shall give full opportunity to all parties to present evidence and make 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 procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) calendar days from the time the Chairperson is appointed.

11.04 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.

11.05 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) calendar days.

11.06 Expenses of the Board

Each party shall pay:

1. The fees and expenses of the nominee it appoints.
2. One-half (1/2) of the fees and expenses of the Chairperson.

11.07 Amending of Time Limits

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

11.08 Witnesses

At any stage of the Grievance or Arbitration Procedures, the parties shall have the

assistance of any employee(s) concerned as witnesses and any other witnesses. 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 any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 12 – DISCHARGE, SUSPENSION, WARNING AND TERMINATION

12.01 Principle of Innocence

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

12.02 Just Cause

The parties agree that discipline and/or termination shall be only for just cause and only on the authority of the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

12.03 Discipline Procedure

In the event the Employer initiates a disciplinary action against an employee, which may result in the suspension or discharge of the employee, the following procedure shall be followed:

1. Notwithstanding Article 12.05, any action taken by the Employer to reprimand, warn or discipline an employee shall take place in the presence of a Local Union representative if the employee so wishes.
2. The employee shall also receive written notice including particulars of the work performance or unacceptable conduct within ten (10) days of the event. A copy will be forwarded to the Secretary of the Union.
3. 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 10.05.

An employee who has been unjustly suspended, demoted or dismissed shall, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

12.04 Adverse Report

The Employer shall notify an employee, in writing, of any expression of dissatisfaction concerning an employee's work within ten (10) working days of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use

against the employee at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

The record of an employee shall not be used against an employee at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

12.05 Personnel Records

Employees shall have the right at any time to have access to and review their personnel records. 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 the 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 of filing. Employees shall have the right to make copies of any material contained in their personnel record.

12.06 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.

12.07 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority or benefits and shall be fully compensated for all time thus lost.

12.08 Termination

Employees desiring to terminate employment with the Employer shall give fourteen (14) working days' notice of such termination. Employees who terminate will, upon request, be given a reference letter stating time, job classification and duties and work record. Such notice may be altered by mutual agreement.

12.09 Payment of Wages and Benefits of Discharged and Terminated Employees

All employees who are discharged or who terminate shall be paid all wages and benefits due including vacation pay within ten (10) working days of such discharge or termination.

12.10 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a 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. The Employer should receive immediate notification of such action.

ARTICLE 13 – SENIORITY

13.01 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.

A substitute (casual) employee hired into a permanent position shall have their seniority date adjusted to reflect seniority accrued in their substitute (casual) position once they've been hired into a permanent position and completed probation.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which the employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

13.03 Probation for Newly Hired Employees

All newly hired employees shall be on probation for a period of three (3) months, beginning on the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment. Upon mutual agreement between the Union and the Employer, probation can be extended up to an additional three (3) months.

13.04 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:

1. is discharged for just cause and is not reinstated.
2. resigns, in writing, and does not withdraw the resignation within five (5) days.
3. does not respond to recall to employment from layoff after two (2) weeks' notice.
4. is laid off and not recalled for a period longer than twenty-four (24) consecutive

months.

13.05 Accumulation of Seniority

Seniority shall be accumulated from the date the employee last entered the service of the Employer. An employee shall earn seniority for:

- a) all actual hours worked excluding overtime;
- b) vacation;
- c) statutory holidays;
- d) all paid leaves;
- e) any authorized unpaid leave up to six (6) months at one time;
- f) consecutive time off while receiving benefits under the Workers' Compensation Act to a maximum of two (2) years;
- g) leave granted for Union leaves;
- h) maternity leave;
- i) parental leave;
- j) adoption leave;
- k) consecutive time off while receiving benefits under the Disability Income Plan for a maximum of two (2) years and one-hundred and nineteen (119) calendar days;
- l) leave granted for a Union position not exceeding one (1) year;
- m) leave granted for child care related education.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created, either 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 one (1) week so that all members will know about the vacancy or new position.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shifts, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state, "This position is open to male and female applicants."

14.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

1. The principle of promotion within the service of the Employer.
2. That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of 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.

14.04 Trial Period

The successful applicant shall be placed on trial for a period of three (3) 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.

14.05 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.

14.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant from within the Bargaining Unit and a copy posted on bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers and terminations of employment.

14.07 Disabled Worker Provision

An employee unable through injury or illness to perform their normal duties shall be provided with alternate suitable employment if possible.

14.08 On-the-Job Training:

Should an employee be promoted to the position of Director, the employee so promoted shall receive one (1) month of on-the-job training under the direction of the outgoing Director. This period of training shall be for the purposes of becoming familiar with established procedures and duties of the Director. The employee shall receive the Director's start rate of pay during such training period.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Role of Seniority in Lay-Offs

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.

15.02 Recall Procedure

Employees shall be recalled in order of their seniority.

15.03 No New Employees

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

15.04 Advance Notice of Lay-Offs

The Employer shall provide advance notice as follows:

1. one (1) week's written notice, if the employee's period of employment is less than one (1) year;
2. two (2) weeks' written notice, if the employee's period of employment is one (1) year or more but less than three (3) years;
3. four (4) weeks' written notice, if the employee's period of employment is three (3) years or more but less than five (5) years;
4. six (6) weeks' written notice, if the employee's period of employment is five (5) years or more but less than ten (10) years;
5. eight (8) weeks' written notice, if the employee's period of employment is ten (10) years or more.

If an employee has not had the opportunity to work the days provided in this Article, the employee shall be paid for the days for which work was not made available.

ARTICLE 16 – HOURS OF WORK

16.01 Hours of Work

The regular full-time hours of work for Early Childhood Educators are eight (8) hours per shift worked Monday to Friday.

For purposes of Group Benefits, the Cook position of six (6) hours Monday to Friday will be considered full-time.

16.02 Hours of Shifts and Shift Rotation

The hours of shifts and shift rotation are to be mutually agreed between the employees and the Director.

16.03 Provision for Meetings

Full-time employees shall be paid at overtime rates for attendance at staff meetings held outside the regular hours of work. Employees shall not be required to attend staff meetings during their vacation period; however, should an employee be requested and agrees to attend the staff meeting during the week prior to returning to work from vacation, the employee shall be entitled to the provisions of this Article.

16.04 Part-time Floater will be given first opportunity to accept extra hours of work made available through absence of Early Childhood Educators in accordance with Article 2 and Article 32.

16.05 Rest Breaks

A lunch break and two (2) rest breaks of fifteen (15) minutes each day, as applicable, shall be arranged by mutual agreement between the Director and the employees. Shifts longer than three (3) hours but less than eight (8) hours shall be entitled to one (1) rest period of fifteen (15) minutes.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

All time worked before, between or after the regular work day and the regular work week shall be considered overtime.

17.02 Compensation for Work Before, Between and After Daily and Weekly Scheduled Hours

Overtime work before, between and after the daily and weekly scheduled hours will be paid for at the rate of time and one-half (1 1/2) for all overtime.

17.03 No Lay-Off to Compensate for Overtime

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

17.04 Calculating of Overtime Rates

For the purpose of computing the hourly overtime rates for a monthly rated employee, the monthly salary rate shall be divided by the average number of hours worked and multiplied by overtime rates. An employee who is absent on approved time off during the employee's scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if the employee had worked during their regular hours during such absence.

- 17.05 Should a part-time employee working less than the regular working hours per day or week be requested to and does work the difference between their assigned hours and the regular working hours in the day, the employee shall be paid at their regular hourly rate.

Overtime rates shall apply after the regular hours of work and for all work performed on holidays and regular days off.

17.06 Sharing Overtime

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

17.07 Minimum Overtime

Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall 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.

17.08 Time Off in Lieu of Overtime

By mutual agreement between the Employer and the employee, the employee may take time off, calculated at the appropriate overtime rates, in lieu of overtime pay to a maximum of eighty (80) hours.

17.09 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 the Employer wishes the employee to work overtime. The Employer shall give a minimum of five (5) hours' notice to any employee who is asked to work overtime, except in an emergency.

17.10 Call Back Pay Overtime

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

the time the employee leaves home to report for duty until the time the employee arrives back upon proceeding directly from work.

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

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

When Christmas Eve falls on a Saturday or Sunday, employees will not be entitled to another day off as in Article 18.03 and 18.04.

18.02 Provisions for Year-End Break

All employees shall receive the days between Boxing Day and New Year's Day off with pay. This provision shall not apply to substitutes.

18.03 Compensation for Holidays Falling on Saturday

When one of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

18.04 Compensation for Holidays Falling on Sunday

When one of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

18.05 Compensation for Work on a Paid Holiday

Employees who work on a paid holiday shall have the option of taking another day off with pay or be paid at the rate of one and one-half (1 1/2) times regular pay.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation

An employee shall receive an annual vacation, with pay, in accordance with the employee's years of employment, as follows:

Less than one (1) year	one and one-quarter (1 1/4) working days for each month
After one (1) year	fifteen (15) days
After five (5) years	twenty (20) days
After ten (10) years	twenty-five (25) days
After fifteen (15) years	thirty (30) days
After seventeen (17) years	thirty-two (32) days
After twenty (20) years	thirty-five (35) days

Part-time employees shall receive vacation leave according to the above schedule with vacation pay pro-rated according to the following formula:

$$\frac{\text{Number of hours eligible for entitlement during the period}}{\text{Full-time hours in the period}} \times \text{hourly rate} \times \text{vacation days per month expressed in hours}$$

$$\times \text{number of months worked} = \text{Vacation Pay}$$

Casual employee's vacation pay shall be calculated as per the above and shall be paid to the employee on each pay cheque.

Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any other paid leave and hours absent for approved leave under Article 21.

19.02 a) Time of Vacation

Employees shall be entitled to take their vacation entitlement at their own option. The vacation entitlement contained herein will be taken by all employees annually.

b) Conflicts in Vacation Schedules

If three (3) or more employees want to take their vacation during the same period, the process to determine which employee has the first preference is as follows:

1. The three (3) or more employees discuss the problem. If no solution is found;
2. The three (3) or more employees and the Employer discuss this problem. If no mutually agreeable solution is found;

3. A decision is reached on the basis of seniority of the employees involved, one at a time.

19.03 Compensation for Holidays in Vacations

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time designated by the employee.

19.04 Approved Leave of Absence in Vacation

Where an employee is ill, hospitalized, or bereaved as per Article 21.03 during their period of vacation, 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 or reinstated for use at a later date, at the employee's option. Sick leave credits shall be deducted in lieu of vacation credits and a medical certificate is mandatory.

19.05 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

19.06 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave provisions shall not apply to substitute employees.

20.02 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, having a contagious disease, or under examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

20.03 Annual Paid Sick Leave

Twenty-four (24) days' sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month an employee is employed.

Sick leave credits shall be calculated as follows:

$$\frac{\text{Number of hours eligible for entitlement}}{\text{Full prescribed hours per year}} \times 24 = \text{Sick Leave Credits}$$

Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any paid leave and hours absent for approved leave under Article 21.

20.04 Accumulation of Sick Leave

The unused portion of an employee's sick leave will accrue for their future benefit. Such accrual will be to a maximum of twenty-four (24) days.

20.05 Family Illness Leave

In the event of an illness of a member of the employee's immediate family or for whom the employee has the duty of care, an employee will be entitled, after notifying the Director, to use accumulated sick leave days for this purpose. After three (3) days, a medical certificate will be required.

20.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that the employee was unable to carry out their duties due to illness.

20.07 Sick Leave During Leave of Absence

When an employee is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of layoff.

20.08 Extension of Sick Leave

In the event of illness or medical emergency, an employee with more than five (5) years of service who has for health reasons exhausted their sick leave credits, shall be allowed an extension of their sick leave to a maximum of five (5) working days. A request for the use of any portion of the same shall be given in writing or by phone to the Director or the Board and will require a medical certificate. To be used for personal illness only.

20.09 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to the employee's credit.

ARTICLE 21 – OTHER LEAVES OF ABSENCE

21.01 Leave of Absence for Union Functions

An employee, who is involved in contract negotiations with the Employer, Grievance or Arbitration Procedures or representing the Union at the Canadian Union of Public Employees Convention or Conference, shall not suffer any loss of pay or benefits for hours of work missed.

21.02 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 seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.
- c) An employee who is elected or selected for a full-time position with the Union or anyone with whom the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during the employee's term of office.

21.03 Paid Bereavement Leave

An employee shall be granted up to five (5) working days' leave at the discretion of the Director without loss of pay or benefits in the case of death of a parent, spouse, common-law spouse, brother, sister, niece, nephew, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, former guardian, ward, fiancé and anyone for whom the employee is required to administer bereavement responsibilities. The employee may request an extension to paid bereavement leave should circumstances warrant. Approval of an extension shall not be unreasonably denied.

Upon request of an employee and at the discretion of the Director, additional persons may be included in the above definition.

Where the funeral occurs outside the province or more than 500 kilometres from the employee's place of residence, the employee shall be granted two (2) additional days' leave without loss of pay or benefits for travel purposes if required.

In the event of a serious illness or death of a member of a substitute employee's family requiring a substitute employee to leave the Child Care when working, the substitute employee shall receive pay for that day as if the full pre-scheduled hours had been worked.

21.04 Medical Care Leave

Employees shall be allowed paid leave of absence in order to engage in personal preventative medical health and dental care. Such leave will be arranged by mutual agreement.

21.05 Compassionate Care Family Leave

- i) Employees shall be granted an unpaid leave of eight (8) weeks to care for a seriously ill family member. The employee is not required to take the benefit weeks consecutively. During the leave, the employee shall continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period. On return from leave, the employee will be placed in their former position.
- ii) Employees shall be allowed to utilize their sick leave credits during the two-week EI waiting period. Employees whose sick leave credits are not sufficient for the waiting period shall be granted leave without loss of pay or benefits.
- iii) The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority.

21.06 Maternity Leave Service Requirements

An employee shall qualify for maternity leave, without pay, after completion of the probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

21.07 Length of Maternity Leave

Maternity Leave shall cover a period of up to one (1) year before or after the birth or adoption of a child. Where a Doctor's Certificate is provided, stating that a longer period maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed.

21.08 Seniority Status

While on maternity leave, an employee shall retain and continue to accrue seniority as outlined in *The Saskatchewan Employment Act*.

21.09 Procedure Upon Return from Maternity Leave

An employee on maternity leave shall notify the Employer at least one (1) month prior to the end of their leave informing the Employer of their intention to return or not return to work. On return from maternity leave, the employee shall be placed in their former position.

21.10 Access to Sick Leave During Maternity Leave

Employees who have a medically substantiated need to be absent from work either before, on or following the date of delivery have the right to use accumulated sick leave credits as per Appendix 'B'. Employees shall also be allowed to utilize their sick leave credits during the two-week EI waiting period. Employees whose sick leave credits are not sufficient for the waiting period shall be granted leave without loss of pay or benefits.

21.11 Leave for Disease and Environmental Conditions Harmful to Pregnancy

A pregnant employee shall receive immediate leave with full pay and accumulation of all benefits in the event that a suspected danger to the employee occurs in the Child Care Centre and shall extend until all danger from such conditions no longer exists.

A pregnant substitute employee shall immediately leave the Child Care Centre in the event that a suspected danger to the employee occurs in the Child Care Centre and the employee shall receive pay for that day as if the full pre-scheduled hours had been worked.

21.12 Adoption Leave

Where an employee seeks maternity leave due to legal adoption, the foregoing provisions shall apply.

21.13 Substitute employees shall be granted maternity leave in accordance with *The Saskatchewan Employment Act*.

21.14 Personal Leave

All employees will be entitled to three (3) paid days of personal leave per calendar year. Employees will make every effort to find a replacement and notify management prior to using personal days.

21.15 Time Off for Elections

Employees shall be allowed three (3) consecutive hours off with pay before the closing of the polls in any Federal, Provincial, or Municipal election or referendum. This provision shall not apply to substitute employees.

21.16 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay an employee the difference between the employee's normal earnings and the payment the employee receives 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 an employee's employment shall be considered as time worked at the appropriate rate of pay. This provision shall not apply to substitute employees.

21.17 An employee shall be allowed the necessary time off with pay to process their Canadian Citizenship application. This provision shall not apply to substitute employees.

21.18 Education Leave

Any course or workshop, including CPR and First Aid, considered necessary by the Employer in order to continue employment in the Child Care Centre shall be compensated for as follows:

- a) time off with pay in order to attend classes during regular working hours.
- b) regular rates as stipulated in this Collective Agreement if class time is out of regular work hours.
- c) payment of class fees by the Employer.
- d) under exceptional circumstances, this Article may be altered by mutual agreement between the parties.
- e) Employees shall be eligible for study/education leave of four (4) hours per month. Employees will have the option of combining two one-month accruals to take eight (8) hours off. Employees cannot combine more than two months' accruals. All such leaves must be by mutual consent.

The Employer will reimburse substitute employees only for CPR and First Aid course fees.

21.19 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when an employee requests such leave for good and sufficient cause. Such requests shall be in writing and will be subject to approval by the Employer. Leave requests shall not be withheld unreasonably.

21.20 Recognition of Social Illness

The Employer and the Union recognize that mental illness, alcoholism, drug abuse and gambling addiction are health problems. Where counselling 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 available sick leave benefits have been expended.

ARTICLE 22 – ACCOMMODATION OF EMPLOYEES

22.01 General

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union and the employee. The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

Note: All options shall be considered when accommodating employees. In such circumstances, the Employer and the Local of the Union may agree to waive certain provisions in this Agreement.

22.02 Medical Information

It will be the responsibility of the employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- i) a prognosis for recovery, with or without limitations;
- ii) a clear opinion as to the employee's fitness to return to work;
- iii) an opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;
- iv) how long any limitations may last.

22.03 Accommodation Meetings

The employee, the Union Representative and the Employer will be required to attend.

ARTICLE 23 – LONG SERVICE BONUS

23.01 In addition to the annual rates of pay set forth in Appendix 'A' attached, the following provision respecting long service bonus shall apply:

- a) commencing in the 6th year of service and including the 14th year – 1.5%
- b) commencing in the 15th year of service and including the 19th year – 1.75%
- c) commencing in the 20th year of service and including the 25th year – 2.25%
- d) commencing in the 26th year of service and including the 29th year – 3%
- e) commencing the 30th year and up – 4%

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 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.

24.02 Equal Pay for Equal Work

Employees shall receive equal pay for work of equal value regardless of gender.

24.03 Rate of Pay on Promotion

When an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in the employee's new classification, which will provide an immediate increase over the employee's previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

24.04 Pay on Temporary Transfers, Lower Rated Jobs

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced.

24.05 Vacation Pay

An employee may, upon giving at least seven (7) calendar days' notice, receive on the last office day preceding commencement of the employee's annual vacation, any pay cheques

which may fall due during the period of vacation.

24.06 Workers' Compensation Pay Supplement

All employees shall be covered by *The Workers' Compensation Act*. An employee prevented from performing their regular work with the Employer on account of an occupational accident which is covered by *The Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board in order to provide their net take-home pay, for a maximum of six (6) months.

Employees who have made application to the Workers' Compensation Board for an insurable claim but whose claim has not been processed shall continue to receive the full pay and benefits of this Agreement, subject to the necessary adjustments for a maximum of three (3) months. In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Workers' Compensation Board on the employee's Income Tax (T-4) form.

24.07 Mileage Allowance

Within city limits, a mileage allowance of four dollars and fifty cents (\$4.50) per destination, as directed by the Employer, shall be paid to employees who use their own vehicles for Day Care business.

For out of town trips, a minimum rate of forty-two cents (\$0.42) shall be paid and maintained in accordance with the rate set by the Provincial Government (currently reviewed every six [6] months). The mileage rate will never be adjusted down.

24.08 The Employer shall pay for employees who attend the Provincial Conference at the Employer's request and when mutually agreed by the Employer and the employee(s).

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 Legislation

If the premium paid by the Employer for any employee benefit is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties. If there is no agreement between the parties, the matter shall be submitted to arbitration in accordance with this Agreement.

25.02 Benefits

The Employer shall provide all permanent employees with a benefits package to include:

- Long Term Disability
- Short Term Disability (WI)
- Life Insurance
- Extended Health Care
- Vision
- Dental Plan

Premium costs for LTD and STD shall be designated as 100% employee paid, but total cost of benefits package for Life Insurance, Extended Health Care, Vision and Dental Plan shall be 100% Employer paid.

25.03 The Employer agrees to pay the cost of any vaccinations or immunizations employees are required to have including, but not limited to, Hepatitis A and Flu shots. This does not apply to substitutes.

25.04 Registered Retirement Savings Plan

The Employer will enrol all permanent employees, after completion of the three (3) month probationary period, in a Registered Retirement Savings Plan administered by any company agreed to by the majority of employees. The RRSP shall be in the employee's names, subject to the conditions of the Plan.

The Employer shall make an initial contribution of one-hundred and fifty dollars (\$150.00) for each permanent employee after completion of one (1) year of service. Subsequent contributions shall be made at a minimum rate of fifty dollars (\$50.00) per month by each employee based on a bi-weekly payroll deduction. The Employer will cover any payroll administrative costs.

25.05 Employment Insurance Rebate

Effective January 1, 2002 and pursuant to *The Employment Insurance Act*, the Employer will, as soon as possible after January 1 of each year, divide the amount of monies equal to 5/12 of the Employment Insurance Rebate, equally among the employees and deposit that amount into each employee's RRSP account.

ARTICLE 26 – TEMPORARY TRANSFER TO OUT-OF-SCOPE POSITION

26.01 Temporary Performance of Higher Level Duties (TPHLD)

i) Employees interested in relieving in the out-of-scope position as Director shall place their names on a list provided by the Employer. Only those employees

eligible to be appointed as a "supervisor" under the *Child Care Act*, R.S.S. 1978, c. C-7.3, or regulations made thereunder may be placed on this list.

- ii) When the Director is absent for more than three (3) consecutive days, they shall be replaced by the most senior employee from the list.
- iii) Employees retain the right to be removed or placed on the Employer's list.
- iv) The Employer shall provide employees on the list with any necessary training in accordance with Article 14.10.
- v) Notwithstanding the above, in the event that two or more employees are scheduled for their vacation in accordance with Article 19.02 Subsection b), the Employer may bypass the list and appoint an Acting Director at its discretion.

26.02 Pay for Temporary Performance of Higher Level Duties (TPHLD)

Employees performing the duties of Director shall receive an increase of one dollar and fifty cents (\$1.50) per hour in pay for the period in which those duties are performed. Employees shall be deemed to be covered by the Collective Agreement during this period.

ARTICLE 27 – JOB SECURITY

27.01 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 sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, person, company or non-unit employee.

27.02 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with another body, the Employer undertakes to ensure that:

1. Employees shall be credited with all seniority rights with the new Employer.
2. All service credits relating to vacations with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
3. All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by Canadian Union of Public Employee members with the new Employer.

4. Conditions of employment and wage rates for the new Employer shall be at least equal to the best provisions in effect with the merging employees or new Employer.
5. As a result of merger or transfer, wherever possible, no employee shall suffer loss of employment, but in any case, an employee shall not be dismissed, but instead shall be laid off in such circumstances, with three (3) months' notice of intention to layoff being given.
6. Preference in location of employment in the merged employ of the new Employer shall be on the basis of seniority.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

28.02 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.

28.03 Child Care Facilities

- a) Employees shall be allowed to have their child or children accompany them at the Child Care Centre by mutual agreement with the Director. After one (1) year of service, full and part-time employees shall have their fee reduced to seventy-five percent (75%) of the regular fee for one (1) child per family only, but the reduced fee shall be available to a maximum of three (3) employees at any one time. This provision shall not apply to substitute employees. Employees' child space is not guaranteed.
- b) Notwithstanding the above provision, all employees shall be allowed to have their child or children accompany them at the Child Care Centre for no more than eighteen (18) hours per month at no cost to the employee, provided child care space is available. Employees may not carry forward into future months the unused portion(s) of the time. In the event the requested time exceeds eighteen (18) hours, the employee discount applies as outlined in 28.03 a).

28.04 Employees shall be entitled to access meals and/or snacks provided to the children free of charge. Should employees' wishes or dietary requirements prevent eating those meals provided during the children's mealtime, the employee must eat their own meals and/or

snacks on their breaks, away from the children.

28.05 Occupational Health and Safety

Both parties to this agreement agree to incorporate and participate in the provisions of *The Saskatchewan Employment Act*.

28.06 Job Classifications and Re-Classification

It is agreed that Appendix 'A' Job Classifications will form part of this Collective Agreement.

When the Employer desires to include a classification or job description not presently included in this Agreement, such classification shall be developed in co-operation with the Union, and the rate or rates therefore shall be negotiated before a vacancy is posted for such position.

Changes in Classification

When the duties of any classification are altered or changed, or where the Union or the employee feels they are incorrectly classified or when a new classification, not covered in Appendix 'A', is being created during the term of this Agreement, the rate of pay, hours of work and qualifications shall be subject to negotiation between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular Grievance and Arbitration Procedures contained in this Collective Agreement.

ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

29.01 Present Conditions to Continue

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 30 – COPIES OF AGREEMENT

30.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employees' rights and obligations under it. For this reason, the Employer and the Union shall make available on a cost-shared basis, sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 31 – GENERAL

31.01 Plural Feminine or Masculine Terms May Apply

Whenever the singular, feminine or masculine 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 hereto so require.

ARTICLE 32 – ADULT/CHILD RATIO

- 32.01 a) The Employer and the Union agree that a reasonable ratio of adults to children in the Child Care Centre is essential if the children's physical and emotional needs and their potential for development are to be met.

Therefore, the Employer agrees to the standards set by the Department of Social Services, Child Care Regulations

- one (1) adult to five (5) children in case of toddlers, and
- one (1) adult to 10 children in the case of pre-school age children, and
- one (1) adult to 15 children in the case of school-age children.
- there shall be a minimum of two (2) permanent staff on ALL excursions.

- b) Notwithstanding Article 32.01 a), the Cook and the Director may, from time to time, be on the floor to offer assistance.

32.02 Substitutes

In order to maintain the ratio of adults to children, the Employer shall provide a substitute for any employee who is absent from work by reason of sickness, vacation, authorized leave or any other reason when the adult/child ratio without the substitute would be greater than the ratio as stated in Article 32.01. The Cook and the Director will not be included in the adults to children ratio.

ARTICLE 33 – CONFERENCE & EDUCATION DAYS

- 33.01 After three (3) years of service, employees shall be entitled to two (2) paid working days each year for the purpose of conferences or education related to their work at a date mutually acceptable to the Employer and employee. This provision shall not apply to substitute employees.

ARTICLE 34 – INSURANCE COVERAGE

34.01 The Board shall supply, through a Comprehensive Liability Policy, sufficient insurance coverage for use in the event that any legal action or actions are initiated against an employee by virtue of performance of the employee's assigned duties or transporting children in the employee's own vehicle.

ARTICLE 35 – BANKRUPTCY

35.01 In the event of bankruptcy of the Child Care Centre should occur, the Employer shall pay all monies owed to employees according to relevant legislation before declaration takes place.

ARTICLE 36 – TERM OF AGREEMENT

36.01 Duration

This Agreement shall be binding and remain in effect from **October 1, 2019** to **September 30, 2022**, and shall continue from year to year, but either party may, not less than **sixty (60) days** nor more than **one-hundred and twenty (120) days** before the expiry date of the Agreement, give notice, in writing, to the other party to negotiate a revision thereof.

36.02 Re-open

Notwithstanding the provisions of Article 36.01 above, this Agreement may be opened for the negotiation of the schedule of wages and/or benefits as contained in Schedule 'A' only. Either party intending to enter into such negotiations of wages and/or benefits shall be required to serve the other party with not less than **sixty (60) days** and not more than **one-hundred and twenty (120) days'** written notice of intent prior to **October 1, 2021** and/or at any time the Government of Saskatchewan provides additional funding. It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect.

The Employer shall follow the guidelines pertaining to time of and allocation of funds provided by the Government.

36.03 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.

SALARY SCHEDULE 'A'

HOURLY WAGE RATE SCALE

EFFECTIVE OCTOBER 1, 2020

CLASSIFICATION	QUALIFICATION	START	3 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
Child Care Worker	Level 0 (No Requirements)	11.84	12.05	12.35	12.66	12.96	13.37
Child Care Worker	Level 1	14.22	14.53	14.83	15.14	15.44	15.75
Child Care Worker	Level 2	15.90	16.20	16.50	16.80	17.10	17.40
Child Care Worker	Level 3	17.60	17.90	18.20	18.50	18.80	19.10
Cook		11.84	12.04	12.35	12.65	12.96	13.36

Substitutes to be paid the start rate based on their qualifications.

All staff will be paid according to educational levels as set out by the Department of Early Learning and Child Care.

SALARY SCHEDULE 'A'

HOURLY WAGE RATE SCALE

EFFECTIVE OCTOBER 1, 2021

CLASSIFICATION	QUALIFICATION	START	3 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
Child Care Worker	Level 0 (No Requirements)	12.09	12.39	12.69	12.99	13.29	13.59
Child Care Worker	Level 1	14.22	14.52	14.82	15.12	15.42	15.72
Child Care Worker	Level 2	16.00	16.30	16.60	16.90	17.20	17.50
Child Care Worker	Level 3	17.80	18.10	18.40	18.70	19.00	19.30
Cook		12.06	12.36	12.66	12.96	13.26	13.56

Substitutes to be paid the start rate based on their qualifications.

All staff will be paid according to educational levels as set out by the Department of Early Learning and Child Care.

APPENDIX 'A'

JOB DESCRIPTIONS

EARLY CHILDHOOD EDUCATORS

1. Will conduct and plan daily activities for the children.
2. Will participate with the children in group activities.
3. Will enforce safety rules.
4. Will share information with other staff members.
5. Will assist with meals and snack services.
6. Will attend all staff meetings and contribute to the meetings.
7. Will assist the children with self-care activities.
8. Will aide individual children who experience difficulty in a group situation or who temporarily lose their physical or emotional control.
9. Will relate to the parents the on-going positive behaviours of their children without giving advice.
10. Will attend training sessions, workshops, etc. applicable to the job requirements on an on-going basis.
11. Will maintain a safe, orderly, physical environment.
12. Will prepare materials required to implement the daily activity plan.
13. Will assist with the performance of all duties assigned by the Director.
14. Will assist with light janitorial duties as assigned by the Director.

EARLY CHILDHOOD EDUCATORS – REQUIREMENTS

1. Minimum of 120 hour course in Orientation to Child Day Care (Level 1). Responsible to know the Child Care Regulations and Child Care Act as put forward by the Department of Early Learning and Child Care.
2. Previous experience with pre-school children.
3. Clean bill of health.
4. Emotional maturity and stability.
5. Dependable.
6. Willingness to attend all staff and parent meetings.
7. Energetic and enthusiastic with a friendly attitude toward the children at all times. For example, participating in games, activities, etc.
8. Willingness to upgrade education by attending workshops and training programs as well as visiting other centres to get new ideas, etc.
9. Sufficient maturity and judgement to handle a crisis situation should one arise.
10. Criminal Record Check.

EARLY CHILDHOOD EDUCATORS (FLOATER SHIFT)

1. Will conduct and plan daily activities for the children.
2. Will participate with the children in group activities.
3. Will enforce safety rules.
4. Will share information with other staff members.
5. Will assist with meals and snack services.
6. Will attend all staff meetings and contribute to the meetings.
7. Will assist the children with self-care activities.
8. Will aide individual children who experience difficulty in a group situation or who temporarily lose their physical or emotional control.
9. Will relate to the parents the on-going positive behaviours of their children without giving advice.
10. Will attend training sessions, workshops, etc. applicable to the job requirements on an on-going basis.
11. Will maintain a safe, orderly, physical environment.
12. Will prepare materials required to implement the daily activity plan.
13. Will assist with the performance of all duties assigned by the Director.
14. Will assist with light janitorial duties as assigned by the Director.
15. Will work hours as scheduled by the Director.
16. Will cover shifts and assume responsibilities for staff who are on holidays or off work due to illness.

EARLY CHILDHOOD EDUCATORS (FLOATER SHIFT) – REQUIREMENTS

1. Minimum of 120 hour course in Orientation to Child Day Care (Level 1). Responsible to know the Child Care Regulations and Child Care Act as put forward by the Department of Early Learning and Child Care.
2. Previous experience with pre-school children.
3. Clean bill of health.
4. Emotional maturity and stability.
5. Dependable.
6. Willingness to attend all staff and parent meetings.
7. Energetic and enthusiastic with a friendly attitude toward the children at all times. For example, participating in games, activities, etc.
8. Willingness to upgrade education by attending workshops and training programs as well as visiting other centres to get new ideas, etc.
9. Sufficient maturity and judgement to handle a crisis situation should one arise.
10. Criminal Record Check.

COOK

Responsible to the Director.

General Duties

1. Will be responsible for the preparation and storage of foods.
2. Will be responsible for the cleanliness of food storage and kitchen area.
3. Will be responsible for purchasing groceries and maintaining budget.

Daily Duties

1. Will prepare and serve meals and snacks according to the menu plan set out by the Director.
2. Will set and clear the tables of necessary eating aids.
3. Will be responsible for the cleaning of all dishes and utensils.
4. Will be responsible for the daily cleaning of counter tops and stove as well as spot cleaning of all kitchen surfaces.

Periodic Duties

1. Will be responsible for cleaning of refrigerator, freezer, cabinets, stove, dishwasher, etc.
2. Will be responsible for kitchen equipment and food inventories.
3. Will be responsible (with the Director) for menu adjustments.
4. Will be responsible for the monthly preparation of the shopping list for groceries, cleaning and paper products.
5. Will be responsible for coordinating the menu with special activities of the Centre by request of the Director.
6. Will provide assistance to Early Childhood Educators for food and cooking experiences they may wish to plan for the children.
7. Will incorporate birthday parties into meal and snack serving.
8. Will attend Centre staff meetings.

Occasional Duties

1. Will be responsible for cooking on outdoor picnics.
2. Will attend workshops and in-service training sessions.
3. The Cook will not be used as part of the child:adult ratio between the hours of 8:00 a.m. and 1:30 p.m.

APPENDIX 'B'

USE OF SICK LEAVE IN RELATION TO PREGNANCY

- Since November 1993, pregnant employees who have a medically substantiated need to be absent from work, either before, on, or following the date of delivery are entitled to use accumulated sick leave credits. A medical certificate will be required.
- Employees should consult Employment Insurance, since if they are being paid for part of their maternity leave or sickness leave, they may not have to serve the two-week waiting period after their paid leave runs out.
- The Employer will provide a record of employment for use in applying for Employment benefits.
- Employees are entitled to continue benefit plan coverage while on leave of absence.

SIGNING PAGE

SIGNED THIS 3 DAY OF November A.D. 2021

AT PRINCE ALBERT, SASKATCHEWAN.

ON BEHALF OF:

HUMPTY DUMPTY CHILD CARE CO-OPERATIVE

Janessa Georget

Edelyn Bukkatta
Witness

[Signature]

Janessa Georget
Witness

[Signature]

Janessa Georget
Witness

ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4131

Colleen Purving
President

Zonia M.
Witness

Kayla Roberts
Secretary-Treasurer

Zonia M.
Witness

ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Representative

Witness

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