

COLLECTIVE AGREEMENT

between

FAMILIES FIRST CHILDCARE CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3693



June 1, 2022 to May 31, 2024

TABLE OF CONTENTS

ARTICLE	PAGE #
PREAMBLE	3
ARTICLE 1 – RECOGNITION AND NEGOTIATION	3
ARTICLE 2 – NO DISCRIMINATION	4
ARTICLE 3 – UNION SECURITY	4
ARTICLE 4 – CHECK-OFF OF UNION DUES	5
ARTICLE 5 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	5
ARTICLE 6 – CORRESPONDENCE	5
ARTICLE 7 – LABOUR MANAGEMENT BARGAINING RELATIONS	5
ARTICLE 8 – GRIEVANCE PROCEDURE	6
ARTICLE 9 – ARBITRATION	7
ARTICLE 10 – DISCHARGE, SUSPENSION, WARNING AND TERMINATION	8
ARTICLE 11 – SENIORITY	10
ARTICLE 12 – PROMOTIONS AND STAFF CHANGES	11
ARTICLE 13 – LAYOFFS AND RECALLS	12
ARTICLE 14 – HOURS OF WORK	13
ARTICLE 15 – OVERTIME	14
ARTICLE 16 – HOLIDAYS	15
ARTICLE 17 – VACATIONS	15
ARTICLE 18 – SICK LEAVE	17
ARTICLE 19 – OTHER LEAVES OF ABSENCE	18
ARTICLE 20 – WORKERS' COMPENSATION	21
ARTICLE 21 – HEALTH AND SAFETY	21
ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES	23
ARTICLE 23 – TEMPORARY TRANSFER TO OUT-OF-SCOPE POSITION	24
ARTICLE 24 – JOB SECURITY	24
ARTICLE 25 – GENERAL CONDITIONS	25
ARTICLE 26 – TERM OF AGREEMENT	25
ARTICLE 27 – BANKRUPTCY	25
ARTICLE 28 – BENEFIT PLAN	26
ARTICLE 29 – PENSION PLAN	26
ARTICLE 30 – DUTY TO ACCOMMODATE AND RETURN TO WORK	26
ARTICLE 31 – FINANCIAL REPORTS	28
LOJ TEMPORARY EMPLOYEES	30
LOJ CASUAL AND SUBSTITUTE EMPLOYEES	31
LOJ HIRING SUMMER STUDENTS VIA SUMMER CAREER PLACEMENT	32
LOJ TEMPORARY MORATORIUM AGAINST MINIMUM WAGE-LINKED WAGE INCREASES	33
BASE WAGE RATE "SCHEDULE A"	34

THIS AGREEMENT MADE THIS _____ DAY OF _____, A.D. 2022

BETWEEN: FAMILIES FIRST CHILDCARE CENTRE

Hereinafter called "the Employer"

PARTY OF THE FIRST PART

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3693,
Being a Chartered Local, Union of the Canadian Union of Public Employees,**

Hereinafter called "the Union"

PARTY OF THE SECOND PART.

PREAMBLE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, its employees and the union, and to provide for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages, for all employees who are subject to the provisions of this Agreement.

ARTICLE 1 – RECOGNITION AND NEGOTIATION

1.01 **Bargaining Unit:** The Employer recognizes the Canadian Union of Public Employees and its Local 3693 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.

1.02 **Work of the Bargaining Unit:** Persons other than the Assistant Director 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.

It is agreed by the Parties that should a subsequent location be opened, all postings will be site-specific, with current employees remaining at the location in which they were hired to work.

1.03 **No Other Agreements:** No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Agreement.

1.04 **"Employee"** means: any person covered by the scope of this Agreement.

1.05 Definitions:

- a) Full-time: A full-time employee shall be defined as an employee employed for seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week on a continuous basis as per the posting.
- b) Part-time: A part-time employee shall be defined as an employee employed less than seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week on a continuous basis;
- c) Temporary: A temporary employee shall be defined as a new employee who is employed on a full or part-time term basis for a specified period of time in excess of two (2) months. Temporary employees shall receive all benefits of this Agreement except where specifically excluded. At the end of the term, temporary employees may use their accumulated seniority towards any new position opened provided they have met the job requirements within three (3) months of the original position ending.
- d) Casual/Substitute: A casual/substitute employee shall be defined as an employee employed during periods when other employees are unavailable for work or when extra employees are required on a casual basis. Casual/substitute employees shall receive all benefits of this agreement except where specifically excluded. Casual/substitute employees are not guaranteed set hours/shifts. Shifts may be pre-booked on an on-call basis. Employees who have their Early Childhood Education (ECE) will be given priority for shifts. If a casual/substitute employee is not available for a full shift, then the next in seniority may be booked.
- e) Cook: Cook is defined as an employee who is employed to provide nutritious snacks and meals to children. At times, the cook may be required to work on the floor. Hours are as dictated by the daycare's needs. The cook shall derive all benefits of the Collective Agreement unless there is a specific exclusion.

ARTICLE 2 – NO DISCRIMINATION

- 2.01 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, sex or marital status, sexual orientation, place of residence, nor by reason of their membership or activity in the Union.

ARTICLE 3 – UNION SECURITY

- 3.01 Union Membership: 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 4 – CHECK-OFF OF UNION DUES

- 4.01 **Check-Off Payments:** The Employer shall deduct from every employee any monthly dues, initiation fees, or assessments levied by the Union, in accordance with the Union Constitution and Bylaws.
- 4.02 **Deductions:** Deductions shall be made from the first payroll of each month 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.
- 4.03 **Dues Receipts:** The Employer agrees to record all Union dues paid by an employee in the previous year on the employee's Income Tax (T4) slips.

ARTICLE 5 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 5.01 **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.
- 5.02 **Copies of Agreement:** On commencing employment, the Assistant Director or Director shall introduce the new employee to the designated union representative. The representative will provide the employee with a copy of the Collective Agreement.
- 5.03 **Interviewing Opportunity:** The Union President shall be given an opportunity to interview each new employee including substitutes within regular working hours, without loss of pay for a maximum of sixty (60) 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. For such arrangements prior notification shall be given to the Director and the time will be arranged to limit the disruption of the normal functioning of the daycare.

ARTICLE 6 – CORRESPONDENCE

- 6.01 **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 a copy to the Union Representative.

ARTICLE 7 – LABOUR MANAGEMENT BARGAINING RELATIONS

- 7.01 **Union Bargaining Committee:** A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 7.02 **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.

- 7.03 Representative of Canadian Union: 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 with at least two (2) working days' notice to the Employer.
- 7.04 Time Off for Meetings: Representatives on the Bargaining Committee, who are in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of wages or benefits.
- 7.05 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, a breakdown of point ratings in job evaluation, 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 8 – GRIEVANCE PROCEDURE

- 8.01 Names of Executive Members: The Union shall notify the Employer in writing of the name of each member of the Executive and Shop Stewards.
- 8.02 Definition of Grievance: A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly or improperly respecting any working condition of an employee or employees.
- 8.03 Settling of Grievances: An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1: A Representative of the Union shall represent the employee in the Grievance Procedure. At each step of the Grievance Procedure, the Grievor shall have the right to be present.

The grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the Director. A grievance, to be accepted, must be initiated within thirty (30) working days from the date on which the employee first became aware of the alleged infraction. The effective date of any necessary retroactive pay or benefit shall be the date on which the infraction first occurred. Employees shall be eligible for all benefits to which they were previously entitled until the Union has completely exhausted the grievance and/or arbitration process.

STEP 2: The Director shall meet with the Representative of the Union and the grievor(s) and discuss the grievance within five working (5) days of receiving the grievance. The Director shall give a written reply to the Union within three working (3) days of the meeting.

STEP 3: Failing satisfactory settlement at Step 2, the Union shall within five (5) working days present a written grievance to the Board Representatives. The Board Representatives shall meet with the Union within five (5) working days of the Union's referral to Step 3. The Board Representatives shall give a written reply to the Union within five (5) working days of meeting.

STEP 4: Failing a satisfactory settlement in Step 3, the Union may refer the dispute to a Board of Arbitration.

8.04 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.

8.05 Technical Objections to Grievances: 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. Further, an arbitrator shall have the power to allow a grievance so that it shall not be defeated or denied by any formal or technical objection.

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

8.06 Provision of Information: Upon written request from the Union, the Employer agrees to provide all relevant information concerning any grievance to the Officers of the Union.

ARTICLE 9 – ARBITRATION

9.01 Composition of Board of Arbitration: When the Union requests that a grievance be submitted to arbitration, the request shall be made by mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) working days thereafter, the other party shall answer by mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson.

9.02 Failure to Appoint: If the party receiving the notice fails to appoint a nominee, or if the two nominees 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.

9.03 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 attempt to avoid legalistic or formal procedures. It shall hear and determine the grievance and render a decision within sixty (60) calendar days from the time the Chairperson is appointed.

- 9.04 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 that it deems just and equitable.
- 9.05 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.
- 9.06 Amending of Time Limits: The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.
- 9.07 Witnesses: At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as 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 that may be relevant to the settlement of the grievance or arbitration.

ARTICLE 10 – DISCHARGE, SUSPENSION, WARNING AND TERMINATION

- 10.01 Principle of Innocence: Both parties agree that an employee is considered innocent until proven guilty. Therefore, in the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:
- a) Problem Solving: The Parties recognize that it is important to address workplace problems in a timely manner and before they become disciplinary matters. Where a problem has arisen that if unresolved may result in a disciplinary action, the manager will, where practical, meet with the employee and the employee's Union representative in an attempt to resolve the problem informally.
 - b) Discipline Procedure: Where the Employer intends to discipline an employee, the Union and the employee shall be notified in advance so that necessary arrangements are made to have a Shop Steward present with the employee during any discipline procedure, except in the event a child has, in the eyes of the Director or Assistant Director, been harmed or endangered. The employee and the Union shall receive a written copy of any disciplinary action at the meeting but in no case later than the next working day following the disciplinary action.

Disciplinary Progression:
 - i) Verbal Reprimand: Management does not require a verbal reprimand if a "problem solving" session has already taken place. Also, a verbal reprimand is determined by the severity of the offence. It may be eliminated if the offence warrants immediate intervention (i.e. leaving a child unattended, leaving a gate open, etc.).

- ii) **Adverse Report:** The Employer shall notify an employee in writing of any expression of dissatisfaction concerning an employee's work within five (5) 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 any disciplinary proceedings concerning an employee will be eliminated from their permanent file after a period of two (2) years from the date of disciplinary actions unless a similar occurrence has occurred within the time, then it is two (2) years from the second occurrence. The Employer, upon approval from the Union, may remove any adverse report at any time prior to the maximum two-year period.

- iii) **Suspension:** If an employee is suspended pending investigation, the Employer shall render its decision regarding discipline no later than fourteen (14) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Union. Where the suspension is without pay and investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and made whole in all respects. Where discipline requires suspension, then the suspension shall commence on the same day or starting the next working day. Documentation referring to a disciplinary suspension shall become void after two (2) years, unless there have been subsequent incidents of a similar nature.
- iv) **Dismissal:** Immediate dismissal can result from placing a child in harm's way or from what the Department of Learning deems a "Serious Occurrence", according to Child Care Government Regulations. A child's safety will remain paramount. Any other cause for dismissal should have a prior history of problem solving and adverse report. A suspension should not necessarily be required for dismissal.

10.02 **Burden of Proof:** In cases of discharge and discipline, the burden of just cause shall rest with the Employer. No employee shall be discharged or disciplined except for just cause. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

10.03 **Warnings Given in a Co-operative and Corrective Fashion:** The employer agrees to consider such warnings in a co-operative and corrective manner rather than a punitive fashion and will endeavour to assist the warned employee in improving the employee's work record.

10.04 **Unjust Suspension or Discharge:** Employees who have 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 lost.

10.05 Investigation: The parties recognize that a situation may arise in which the Employer initiates an investigation and removes the employee from the workplace. During such investigation the employee will continue to receive all wages and benefits until the investigation is completed.

Each employee shall have the right to have a shop steward present during any meeting with the employer or any meeting to review any matter related to the investigation.

10.06 Termination: Employees desiring to terminate employment with the Employer shall give not less than fourteen (14) days written notice of such termination. Employees who terminate will, upon request, be given a service letter stating time, job classification and duties and work record. Such notice may be altered by mutual agreement.

10.07 Access to Personnel File: Each employee will, after having made an appointment with their Supervisor, have reasonable access to the contents of their file. The employee may assign, in writing, the right to review their file to their Union representative. Upon request the employee shall be provided with copies of documents in the file at the employee's expense. The employee may add a signed and dated response to any material in the file. Material not present in the file may not be used in any decision under Article 10 without that information being made available to the employee.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined: Seniority is defined as the length of service in the bargaining unit from the date the Employee last entered the service of the Employer. Seniority is defined by the employee's date of hire, starting with the 1st day worked 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. An employee shall earn seniority for:

- a) All actual days worked excluding overtime;
- b) Vacation;
- c) Statutory Holidays;
- d) All paid leaves;
- e) Any authorized unpaid leave up to thirty (30) days at one time;
- f) Consecutive time off while receiving benefits under *The Workers' Compensation Act*;
- g) Union leave;
- h) Parental leave (Employee still accrues seniority while on leave, including pay grid);
- i) Consecutive time off while receiving benefits under the Disability Income Plan;
- j) Working in a temporary out-of-scope position with the Employer, not to exceed twelve (12) months unless extended by mutual agreement between the Union and Employer;
- k) Commencing on April 7, 2006, the Employer agrees to date and time stamp all applications and record the date of hire of employees hired after April 6, 2006.
- l) All employees shall accrue seniority based on their date of hire; and
- m) Substitute/Casual employees shall accrue seniority based on hours worked excluding overtime.

11.02 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.

11.03 Probation for Newly Hired Employees:

Full-time Employees: A newly hired full-time employee shall be on probation for a period of six (6) months, beginning on the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except with respect to termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

Substitute/Casual Employees: A newly hired substitute/casual employee shall be on probation for a period of six hundred (600) hours, beginning on the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except with respect to termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority: All seniority is lost in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Resigns in writing;
- c) Does not respond to recall to employment from layoff after two (2) weeks' notice;
- d) Is laid off for a period of two (2) years or more.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Postings: When a vacancy or a temporary vacancy in excess of two (2) months occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing of the posting. A member of the local Union Executive shall review the posting after which time the Employer will 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. Posting shall not be advertised externally until the internal posting process has been completed and it has been determined that there are no qualified candidates.

12.02 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.

Further to the above, it is agreed that permanent employees who accept a temporary position shall revert to their permanent position when the temporary position comes to an end.

Should there be no senior qualified applicant the Employer may re-post the position with lesser qualifications. The successful senior applicant will be required to obtain the required qualifications within the time period specified on the job posting.

- 12.03 Trial Period: The successful applicant shall be placed on trial for a period of four (4) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) months. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or if the employee chooses, they 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.
- 12.04 Notification to Employee and Union: The Secretary of the Union shall be notified in writing of all appointments, hirings, layoffs, transfers and terminations of employment within fourteen (14) days.

ARTICLE 13 – LAYOFFS AND RECALLS

- 13.01 Role of Seniority in Layoffs:
- a) 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 day care centre.
 - b) A reduction in an employee's hours of work shall be considered a layoff. Before notice of layoff is given, the Employer shall meet with the Union to ensure the protection of employees' seniority rights.
 - c) When reducing staff, senior employees shall be retained, provided they are qualified to do the work.
- 13.02 Recall Procedure: Employees shall be recalled in order of their seniority provided they are qualified to do the work.
- 13.03 No New Employees: No new employees shall be hired until those laid off have had two (2) weeks' notice of recall. It shall be the responsibility of the laid-off employee to keep the Employer informed of their current address.
- 13.04 Advance Notice of Layoffs: Unless legislation is more favourable to the employees, the Employer shall notify employees who are laid off two (2) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the time as provided in this article, the employee shall be paid for the time for which work was not made available. This clause does not apply to temporary employees.

ARTICLE 14 – HOURS OF WORK

14.01 Standard Daily Hours: The regular hours of work are seven and one-half (7 ½) hours daily, Monday to Friday.

14.02 Standard or Average Weekly Hours: The standard or weekly hours will be thirty-seven and one-half (37 ½) hours weekly.

14.03 Provision for Staff Meetings:

- a) Employees who attend staff meetings held outside the regular hours of work shall be granted time in lieu to be taken at a time mutually agreeable to the employee and the Director.
- b) Employees who are required to attend staff meetings and the time spent is in excess of eight (8) hours of work shall receive time in lieu at the appropriate overtime rates.

14.04 Employees shall receive one (1) fifteen (15) minute rest period in either half of a seven and one-half (7½) hour shift. Employees shall also receive a one (1) hour unpaid dinner break.

14.05 Hours of Work – Exchanging of Shifts: Employees exchanging shifts between themselves, subject to the approval of the Employer, which results in deviation from the posted schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change.

14.06 Posting Work Schedules:

- a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed no less than seven (7) calendar days in advance.
- b) Where a new shift schedule has been posted employees shall choose shifts based on seniority, except for opening and closing shifts, which shall be posted and filled in accordance with Article 12 - Promotions and Staff Changes.
- c) Exceptions may be made if someone quits or is terminated and the position needs to be filled immediately.
- d) When cancelling a substitute employee's shift, 24 hours' notice must be provided.
- e) Any deviation from this article shall only be with discussion between the Employer and the Union.
- f) Where an employee has booked off a day(s) in advance as provided by any article (e.g. Burnout Days - Article 18.05) such shifts will be covered based on seniority.

It shall be at the Employer's discretion to fill any subsequent shift vacated as a result of this article.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined: All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime, and be paid for at the rate of two (2) times the regular rate of pay.

15.02 Split Shifts: There shall be no split shifts except by mutual agreement of the Union and the Employer.

15.03 A part-time employee who is requested 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 eight (8) hours per day or forty (40) hours per week are worked, and for all work performed on holidays and regular days off.

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

15.05 Minimum Overtime: Overtime work shall be on a voluntary basis except when the safety of the children might be at risk. 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.

15.06 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 as determined by the Employer.

15.07 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.

15.08 Time Off in Lieu of Overtime: Instead of cash payment, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee by mutual agreement between the employee and the Director. Should an employee choose to be paid out for overtime incurred, then a minimum of two (2) weeks' notice of such must be given to the Employer. If a cash payment is chosen, it is agreed that it will be paid time for time.

15.09 a) When parents are late in picking up their children, one (1) staff member is required to remain after normal closing and shall be paid the following:

0-15 minutes	-	\$30.00 paid to staff member
16 minutes or more	-	\$ 1.00 per minute

Fees will be collected by Administration and will be paid on payroll and subject to all deductions.

- b) Notwithstanding Article 15.10 a), all time in excess of thirty (30) minutes past the regularly scheduled working day shall be considered overtime and paid at the rate of two (2) times the regular rate of pay.
- c) In the event that an employee is required to stay after closing the Employer shall provide access to a taxi account for a ride home.

15.10 Differential Pay: Employees working on the Opening and Closing shifts shall receive a differential pay of **forty cents (\$0.40)** per hour for all time worked during the shift.

ARTICLE 16 – HOLIDAYS

16.01 Paid Holidays: The Employer recognizes the following as paid holidays:

- | | |
|------------------|-------------------------------------|
| New Year's Day | Labour Day |
| Family Day | Truth and Reconciliation Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Saskatchewan Day | Boxing Day |

Should any level of government declare that Family Day is no longer a statutory holiday in February there shall be Floating Holiday. The Floating Holiday shall be taken at a mutually agreeable time.

ARTICLE 17 – VACATIONS

17.01 a) 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 ¼) working days for each month
- After one (1) year - fifteen (15) days
- After four (4) years - twenty (20) days
- After eight (8) years - twenty-five (25) days
- After ten (10) years - thirty (30) days
- After fifteen (15) years - thirty-five (35) days

b) Vacation can be used as earned by mutual agreement between employees and the Employer.

17.02 Annual Vacation:

a) Time of Vacation: Employees shall submit their vacation request by May 1st of each year regarding vacation in the months of July and August. Vacation will be granted by seniority. A schedule will be posted annually identifying all vacations of 5 days or more.

b) Conflicts in Vacation Schedules: Where there is a conflict in vacation schedules, choice of dates shall be on the basis of seniority.

c) Only one (1) permanent full-time employee from a room where two (2) permanent employees work may go on vacation at any one time. Exception to the one-person rule may be made when there is an enhanced staff ratio.

Only two (2) permanent employees may be away at any one time (i.e. two permanent employees on vacation or one (1) permanent employee on vacation and one permanent employee on a scheduled Burnout day.)

d) Permanent employees shall not be allowed to take more than two (2) consecutive weeks in July and August. Time off booked after May 1st for vacation in July and August shall be granted on a first come, first served basis.

e) Christmas and New Year's days off shall be allocated equally and on a rotational basis. Employees shall submit their requests by November 1st of each year.

17.03 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.

17.04 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.

17.05 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, and except as per 17.02 d) and 17.02 e).

17.06 Carry Over of Unused Vacation: Employees may carry over forty percent (40%) of their annual vacation allotment from year to year, payable at the rate they were earned. For special circumstances, employees may make application to the Director to carry over their full vacation entitlement.

Vacation accrual and carry over are based on the anniversary of an employee's date of hire.

17.07 Christmas and New Year:

a) No employee will be required to change shifts unless there is mutual agreement between the employee and the employer. If no mutual agreement is reached shifts will not be changed.

b) Upon mutual agreement under a) shifts may be adjusted to allow for shortened shifts during the Christmas and New Year periods. If no mutual agreement is reached shifts will not be shortened.

ARTICLE 18 – SICK LEAVE

- 18.01 **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, 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*.
- 18.02 a) **Annual Paid Sick Leave:** Employees shall accumulate sick leave at the rate of two (2) days per month, effective the date of hire.
- b) Employees shall be allowed to take their sick days after three (3) months of employment.
- 18.03 **Accumulation of Sick Leave:** The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of forty (40) days.
- 18.04 **Pressing Necessity:** Where no one other than the employee can provide for the needs during illness of an immediate member of an employee's family, or a pressing necessity, an employee shall be entitled, after notifying the Director or Assistant Director, to use their accumulated sick leave days to a maximum of five (5) days per occasion for this purpose. If more time is required, further days will be granted upon mutual agreement.
- 18.05 **Burnout Days:**
- a) **Defined:**
- A day that an employee is allowed to have off without loss of pay and benefits.
 - Days pre-booked at the beginning of the month as a casual day off with pay and without loss of benefits.
- b) Employees who have seven (7) sick days in their sick bank shall be allowed to take one (1) burnout day per month without loss of pay or benefits. Employees who have a minimum of seventeen (17) sick days in their sick bank shall be allowed to take two (2) burnout days per month, one at a time, in rotational order, without loss of pay or benefits. These days shall not accumulate from month to month. These days shall be deducted from the accumulated sick leave.
- c) Employees shall be allowed to take their burnout days after six (6) months of employment.
- 18.06 **Proof of Illness:**
- a) An employee will 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.
- b) Under specific circumstances as outlined in the general policy manual (Personal Policy) the employer reserves the right to require a medical certificate for sick leave usage from the first day of illness.

- 18.07 Extension of Sick Leave: In the event of illness or medical emergency an employee with more than one (1) year of service who has for health reasons exhausted their sick leave credits shall be allowed an extension of their paid sick leave to a maximum of seven (7) days, provided they have seven (7) days of vacation accumulated. 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. Upon an employee's return to duty, the employee shall repay the extension in full at the rate of one-half (1/2) the employee's monthly accumulation of sick leave credits, prior to utilizing any further sick leave extension. Once they have earned seven (7) days sick leave credits, the seven (7) days of vacation are to be reinstated. If an employee resigns before they have paid back their portion of the seven (7) days, the equivalent of wages will be deducted from their final paycheque.
- 18.08 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 19 – OTHER LEAVES OF ABSENCE

- 19.01 Leave of Absence for Union Functions: An employee who is involved in contract negotiations, or grievance and arbitration procedures with the Employer, shall not suffer any loss of pay or benefits for hours of work missed.
- 19.02 Leave of Absence for Full-Time Union or Public Duties: 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.
- 19.03 Paid Bereavement Leave:
- a) Definition: For the purpose of this section, immediate family is defined as spouse, child, parent and parent-in-law, sister/brother, fiancé(e) and common-law spouse or someone with whom an employee has a very close relationship.
 - b) Duration of Leave – Immediate Family Member: Leave shall be granted without loss of pay or benefits for a period not exceeding five (5) days for absence required by death of an immediate family member.
 - c) Duration of Leave – Other: Leave for a period not exceeding three (3) days without loss of pay or benefits shall be granted for absence required by death of a grandparent, great-grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, guardian, former guardian, significant other or a person with whom the employee has a very close relationship ordinarily ascribed to that of family.
 - d) Mourner's Leave: One (1) day shall be granted without loss of pay or benefits to attend a funeral as a pallbearer or mourner. This day shall not be added to any other bereavement leave.
 - e) For the purposes of this Collective Agreement, "common law spouse" shall include same gender partners. All references to, and provision of benefits for, spouses and family members under the Collective Agreement shall include same gender partners and their families.

- 19.04 Travelling Time: In addition to the actual bereavement time granted, reasonable time may be granted to allow for travelling time when necessary. Accumulated sick leave may be utilized.
- 19.05 Parental Leave Service Requirements: The Employer shall not deny a pregnant employee the right to parental leave or to continue employment during the period of pregnancy.
- 19.06 Maternity/Adoption/Parental Leave:
- a) An employee who has been employed for twenty (20) of the fifty-two (52) weeks prior to the date of the maternity leave, and who makes written application to the Director and provides a medical certificate from a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of birth, or submits proof of the adoption of a child, shall be entitled to maternity leave. The request for leave together with the required medical certificate, must be submitted not later than four (4) weeks prior to the date on which she wishes to commence leave except in the case of adoption where such leave will commence on the date requested. The maximum leave to be granted shall be seventy-eight (78) weeks. The leave may be taken in any combination prior to and after date of confinement, but may not commence more than twenty-six (26) weeks before the estimated date of birth. Where further leave is required for health reasons, an extension shall be granted providing a medical certificate is provided to the employer.
 - b) Parental Leave: Upon request a parent shall be granted leave with pay for a period of up to three (3) days for paternity leave. Paternity leave may be used as follows:
 - i) to attend at the birth of his child;
 - ii) to be present when the mother and child return from the hospital;
 - iii) to be present at the hospital on the day following delivery;
 - iv) or a combination of the above totalling three (3) days.
 - c) Two (2) days paid leave shall be granted to employees to attend the birth of **their** grandchild.
 - d) Accumulation of Benefits: Employees on maternity/adoption and parental leave shall accumulate seniority. Benefits shall be accumulated when the employee on parental leave pays the full cost of the Benefit Plan, as described in Article 28.01 a), excluding sick and vacation time.
 - e) Procedure Upon Return from Parental Leave: An employee on maternity/adoption and parental leave shall notify the Employer at least one (1) month prior to the end of the leave informing the Employer of their intentions to return or not to return to work. On return from maternity/adoption and parental leave the employee shall be placed in their former classification.
- 19.07 Leave for Disease and Conditions Harmful to Pregnancy: A pregnant employee shall receive immediate leave with full pay and benefits in the event that a known case of German Measles or other disease or other circumstance or condition which may be potentially harmful to the employee or unborn child, occurs in the day care centre. The leave shall extend until all danger from such disease or condition no longer exists. This clause shall apply to all substitute employees who shall receive pay and benefits as if the full pre-scheduled shift was worked.

19.08 Education Leave:

- a) After the completion of the probationary period as per Article 11.03 employees shall receive up to one hundred twenty-five (\$125) dollars per year to be used for C.P.R., First Aid or educational upgrading relevant to childcare.
- b) Provided there is adequate staffing, employees shall be allowed up to five (5) days per year without loss of pay or benefits for Education Leave relevant to childcare training and certification, upon approval of the Director. Education leave for the Cook may be that which is relevant to this position and may not necessarily be directly relevant to childcare. The Cook will be eligible for three (3) Education Leave days per year.
- c) Employees are required to attend two professional development days per year unless they are on an approved leave of absence. No leave of absence shall be denied solely on the basis that it conflicts with a professional development day. Professional development days shall be scheduled a minimum of one month in advance.
- d) Further to the above, employees are expected to attend all Professional Development Days with the exception of the Professional Development Day being held on a Saturday or Sunday. The employee is then placed on the honour system to be at the Professional Development Day.
- d) Days in lieu of an Education Day can only be taken on a Tuesday, Wednesday, or Thursday.

19.09 Paid Jury or Court Witness Leave: The Employer shall grant leave of absence without loss of wages or benefits to any employee who serves as a juror or witness in any court. The employee shall pay to the Employer any payment received for jury duty or court service excluding payment for travel, meals and any other related expense.

19.10 General Leave: An employee may request additional leaves of absence without pay, provided enough notice is given prior to the requested leave. For leaves of absence up to one month in duration, the request shall be made at least two weeks prior to the requested leave. For leaves of absence greater than one month in duration, the request shall be made at least one month prior to the requested leave.

Leaves of one month or less shall result in no reduction of seniority. Seniority shall accumulate as per Article 11.01 e).

Leaves may be granted for good and sufficient cause in consultation with the Board. Such requests shall be made in writing.

ARTICLE 20 – WORKERS' COMPENSATION

- 20.01 **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 three (3) 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 necessary adjustments for a maximum of two (2) 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 (T4) form.

ARTICLE 21 – HEALTH AND SAFETY

- 21.01 **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 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, chemical or biological substances, which may be hazardous to the health, or safety of workers.

An employee may request that the Employer substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The Employer will cooperate with and advise Employees about using suitable and safer substances. Substances must meet requirements of the daycare licensing body.

- 21.02 **Violence in the Workplace:** The Employer and Local of the Union agree that violence against employees in the workplace is not desirable and agree to work together to reduce the incidence and casual factors of violence.

In compliance with the Occupational Health and Safety Act and Regulations, the Employer will ensure a policy is developed, in consultation with the Local of the Union, to address the prevention of violence, the management of violent situations and reduce the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be posted in a place accessible to all employees.

21.03 Workload: The Joint Occupational Health and Safety Committee shall have as part of its mandate the jurisdiction to receive workload concerns. This mandate shall include the responsibility to substantiate, investigate, define and make recommendations to rectify the workload concerns.

The Committee shall issue a report on **their** findings and make recommendations to the Employer and the Local of the Union within thirty (30) days of receiving the concern.

Within thirty (30) days the Employer shall consider the findings and recommendations and determine at their sole discretion whether those recommendations are practical or sufficient. The Employer shall advise the Joint Occupational Health and Safety Committee and the Local of the Union, as to what reasonable steps it has taken or proposes to take to address the workload concerns identified by the Committee.

- 21.04 a) Harassment: The Employer and the Local of the Union acknowledge a shared responsibility to:
- prevent harassment;
 - promote a safe, abuse-free working environment;
 - uphold the philosophy of zero tolerance of harassment.
- b) Policy: The Employer shall ensure a policy is developed jointly with the Local of the Union to address the issue of workplace harassment. The policy shall ensure that:
- individuals are aware of the seriousness with which the parties view harassment;
 - incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third party;
 - the necessary corrective action is taken;
 - Employees/Managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation, such training shall be considered time worked and the employee shall suffer no loss of pay or benefits.
- c) Principle of Fair Treatment: The principle of fair treatment is a fundamental one and both the Employer and the Local of the Union do not and will not condone any improper behaviour on the part of any person that would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.01 a) **Pay Days**: The Employer shall pay wages, the last two full working days of the month with a mid-month advance with final paycheques to be issued on the first day of each month following. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- b) **Mid-Month Advance**: Mid-month advances shall not exceed the net amount (up to the 14th of the month) earned for the pay period and shall be available no later than 9:00 a.m. on the 15th of every month. If the 15th of the month falls on a Saturday or Sunday, the advance will be available no later than 9:00 a.m. the Friday prior to the 15th.
- 22.02 **Equal Pay for Equal Work**: Employees shall receive equal pay for work of equal value regardless of sex.
- 22.03 **Rate of Pay on Promotion**:
- a) **Increments**: Employees will proceed along the pay scale at all levels based on years of service from their start date.
- b) **Certificate and/or Diploma**: Employees who receive a Certificate and/or Diploma during their employment shall immediately be placed at the appropriate level and appropriate step corresponding to their years of service and education from their original date of hire.
- c) **New Positions**: Employees accepting new positions shall be placed at the appropriate step corresponding to their years of service from their original date of hire.
- d) **Government Grants**: Any grants received from the government specifically worded wage enhancement will be immediately adjusted into the wages paid to employees. If the daycare receives an increase to the operational grant from the Provincial Government, then up to 50% of the increase, not designated for specific purposes, will go to employee wage negotiations.
- In the event of any pay increases outside of a negotiated amount a new copy of the wage schedule will be available to the Union and employees within two (2) weeks of the pay raise.
- 22.04 **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.
- 22.05 **Vacation Pay**: An employee may, upon giving at least seven (7) calendar days' notice, receive their paycheque on the last office day preceding commencement of the employee's annual vacation.

ARTICLE 23 – TEMPORARY TRANSFER TO OUT-OF-SCOPE POSITION

23.01 Out-of-Scope Placement:

- a) When both the Director and Assistant Director are absent then one (1) permanent employee, providing they agree, shall be designated in charge and the employee designated would not have to be present in one (1) of the rooms.
- b) A Child Care Worker shall be the first choice to replace the Assistant Director during a temporary absence.
- c) The Employer shall keep a list of substitutes for the above.

23.02 **Pay on Out-of-Scope Placement:** Employees performing the duties of the Assistant Director shall be paid their rate of pay plus two hundred and seventy-five dollars (\$275.00) per month, to be prorated for actual time worked in the particular month of the appointment.

ARTICLE 24 – JOB SECURITY

24.01 **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 person, company or non-unit employee.

24.02 **Amalgamation, Regionalization and Merger Protection:** In the event the Employer merges with any other body, the Employer will make every effort so 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 CUPE members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer shall be at least equal the best provisions in effect with the merging Employers or new Employer.
- 5) No employee shall suffer loss of employment as a result of merger or transfer.
- 6) Preference in location of employment in the merged Employer or new Employer shall be on the basis of seniority.

ARTICLE 25 – GENERAL CONDITIONS

- 25.01 **Accommodation**: Accommodation shall be provided for employees to have their meals and store and change their clothes.
- 25.02 **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.
- 25.03 **Emergency Closures**: Should the day care centre, or an area of the day care centre, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure. These closures shall not be considered a day care centre holiday as in Article 16.

Employees required to work during the closure shall be paid at the regular rate and receive equivalent time off at straight time, scheduled at a mutually agreeable time. Should these employees be required to remain beyond their normal hours of work, the usual provisions as in Article 15.10 would apply.

Employees not required to work during the closure shall be paid according to their regular rates as though they were at work and shall not be considered annual vacation as in Article 17.

ARTICLE 26 – TERM OF AGREEMENT

- 26.01 **Duration**: This Agreement shall be binding and remain in effect from **June 1, 2022 to May 31, 2024** and shall continue from year to year thereafter. But either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry of the Agreement, give notice in writing to the other party to negotiate a revision thereof.
- 26.02 **Changes to the Agreement**: Any changes deemed necessary in this Agreement may be made by mutual agreement between the parties at any time during the existence of this Agreement. This could apply to interim changes and either party can cancel at any time with thirty (30) days' notice.

ARTICLE 27 – BANKRUPTCY

- 27.01 In the event of the closing and/or bankruptcy of the day care centre should occur then a minimum of one months' severance pay, 100 percent of sick time, and all monies owing as required by law. The Employer shall pay all monies owed to employees before declaration takes place.

ARTICLE 28 – BENEFIT PLAN

28.01 a) The Benefit Plan shall consist of the following mandatory benefits:

Life Insurance
Accidental Death and Dismemberment Insurance
Long-term Disability

The following benefits are also mandatory for all members, except where a member is able to show that they have similar coverage through a spouse or through another employer:

Dental
Family Extended Health Plan
Short-term Disability
Vision Care

The Employer will pay up to fifty percent (50%) of the premiums for the above benefits, however, employees may choose to pay the entire premiums of the Long-Term Disability Plan. If an employee is on an approved leave, they will be required to pay the employee's portion, to be payable on the second last working day of each month.

- b) The Employer shall cover the total cost of Influenza vaccine and Hepatitis vaccine shots for all employees who have completed six (6) months of service.
- c) Employees on extended parental leave may continue in the Benefit Plan provided they pay the full cost of benefit premiums.

ARTICLE 29 – PENSION PLAN

29.01 Effective date of ratification, once an employee has reached six (6) years of service, they will be entered into the Saskatchewan Pension Plan. The Employer will pay seventy-five dollars (\$75.00) per month into the plan and employees may match the employer's portion if the plan allows for it.

ARTICLE 30 – DUTY TO ACCOMMODATE AND RETURN TO WORK

30.01 Accommodation of Employees:

- a) 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.

In consideration of accommodating an employee the following shall apply in the order listed below:

- i) Determine if the employee can perform **their** existing job as it is;
- ii) If the **employee** cannot, then determine if the Employee can perform **their** existing job in a modified form;
- iii) If the **employee** cannot, then determine if **they** can perform another job in its existing form;
- iv) If the **employee** cannot, then determine if **they** can perform another job in a modified form; and
- v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

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.

b) **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 limitation;
- 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 his or her current job or the accommodation being considered;
- iv) how long any limitations may last.

c) **Accommodation Meetings:**

The employee and Union Representative who attend an accommodation meeting shall be released from duty without loss of pay.

- d) The Employer will make every reasonable effort, short of undue hardship, to accommodate employees on any grounds protected by the *Canadian Charter of Rights and Freedoms*, and/or *The Saskatchewan Human Rights Code*.

30.02 Return to Work:

Where the illness or disability prevents the full return of the employee to the working environment, the Employer, Local of the Union and employee shall meet to discuss referral of claim to Worker's Compensation Board or Disability Income Plan.

- a) Employees returning to work within the two (2) years will be reinstated to the position the employee held prior to the commencement of the absence, except in cases of layoff unless the employee is not capable of performing the duties of the position.

In the event the employee is not capable of performing the duties of the position held prior to the commencement of the absence, the Employer and the Union will meet to discuss accommodation of the employee into another position.

- b) Employees who have been absent from work for a period of two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review shall include both a medical review and a review by the Employer and the Union:
 - i) if at the time of the review it is determined the employee will be capable of returning to their position in the near future, the employee will be granted a further leave of absence, the employee's position will continue to be filled on a temporary basis and the employee will be returned to their former position upon return to work;
 - ii) if at the time of the review it is determined the employee will not be capable of returning to their position in the near future, the employee's position will be posted and filled permanently.

The employee's name will be placed on a disability re-employment list and the employee shall be accommodated if fit to return to work and/or may apply for vacancies when the employee is fit to return to work.

Employees whose names are placed on the disability re-employment list shall not earn vacation credits, designated holiday pay, sick leave credits for the entire period.

30.03 Graduated Return to Work:

The Local of the Union, the employee and the Employer will meet to discuss the circumstances where the employees are able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The employee shall have local Union representation during this discussion. Should the modification be possible, the employee shall be expected to return or continue working.

ARTICLE 31 – FINANCIAL REPORTS

- 31.01 The Employer shall provide the Union with a copy of the Auditors report on an annual basis no later than June 1 of each year.

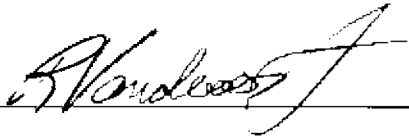
SIGNING PAGE

SIGNED THIS _____ DAY OF _____, A.D. 2022

AT SASKATOON, SASKATCHEWAN.

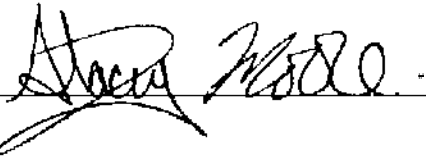
On behalf of CUPE Local 3693:

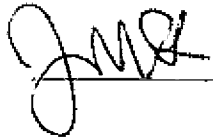
On behalf of the Families First Childcare
Centre:



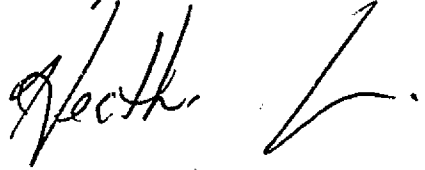












LETTER OF UNDERSTANDING

BETWEEN: FAMILIES FIRST CHILDCARE CENTRE

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3693

RE: TEMPORARY EMPLOYEES

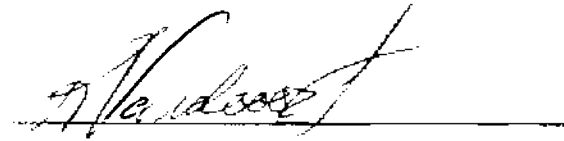
It is agreed that that temporary employees as defined in the Collective Agreement Article 1.05 – Definitions, part c) shall not have access to Article 18 – Sick Leave, sub-articles 18.02 a) and b) for a period of three (3) months from date of employment.

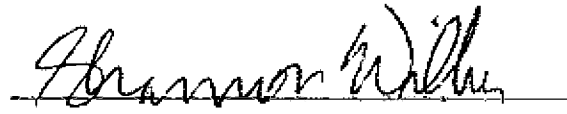
Further, temporary employees shall not have access to Article 18 - Sick Leave sub-articles 18.05 a), b) and c) for a period of six (6) months from the date of employment.

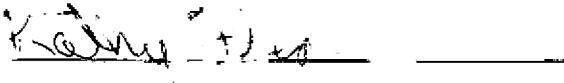
SIGNED THIS _____ DAY OF _____, 2022.

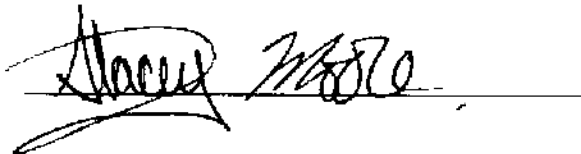
On behalf of CUPE Local 3693

On behalf of the Families First Childcare Centre















LETTER OF UNDERSTANDING

BETWEEN: FAMILIES FIRST CHILDCARE CENTRE

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3693

RE: HIRING SUMMER STUDENTS VIA SUMMER CAREER PLACEMENT

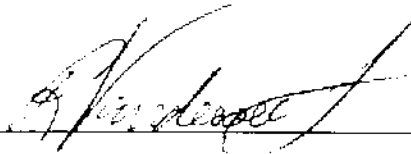
CUPE is in agreement with hiring summer student placement(s) in accordance with all provisions of the Collective Agreement between Families First Daycare and CUPE Local 3963 provided the following criteria are satisfied:

1. All placements will be considered members of the bargaining unit and subject to all rights and benefits of the Collective Agreement.
2. Wage rates for placements are at the equivalent and appropriate rate for their classification as outlined in the negotiated Pay Scale Schedule.

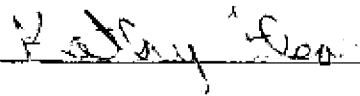
SIGNED THIS _____ DAY OF _____, 2022.

On behalf of CUPE Local 3693

On behalf of the Families First Childcare Centre















Letter of Understanding

BETWEEN: FAMILIES FIRST CHILDCARE CENTRE
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3693
RE: TEMPORARY MORATORIUM AGAINST MINIMUM WAGE-LINKED
WAGE INCREASES


It is agreed between the parties that, during the period June 1, 2022 to May 31, 2024, there shall be no increase(s) to the wage rates of employees of Families First Childcare Centre in connection with legislated increases to the minimum wage in Saskatchewan, notwithstanding the language of the collective agreement under Schedule A. The intent of this temporary Moratorium against such increases is to cooperatively address and alleviate funding and financial constraints that are currently in effect.

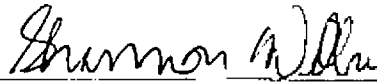
The parties further agree that after May 31, 2020, no "retroactive increases" shall be requested by the Union for the period of the moratorium, nor shall future increases based on subsequent minimum wage increases be tied to increases passed during the period of moratorium.

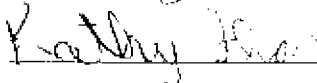
SIGNED THIS _____ DAY OF _____, 2022.

On behalf of CUPE Local 3693


On behalf of the
Families First Childcare Centre




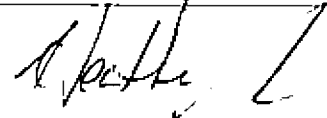












Base Wage Rate "Schedule A"

Level 1: Orientation Course or three Early Childhood Education Classes

Level 2: Early Childhood Education Certificate

Level 3: Early Childhood Education Diploma or B.Ed. in Early Childhood Education

	Casual Hourly	Cooks Hourly	Level 1 Monthly	Level 1 Hourly	Level 2 Monthly	Level 2 Hourly	Level 3 Monthly	Level 3 Hourly
Start	13.30	13.98	2509.65	15.21	2636.70	15.98	2710.99	16.43
6 months		14.42	2545.95	15.43	2758.80	16.72	2852.85	17.29
1 year		14.88	2580.60	15.64	2880.90	17.46	2994.75	18.15
2 years		15.44	2682.90	16.26	2933.70	17.78	3047.55	18.47
3 years		15.65	2786.85	16.89	2981.55	18.07	3098.70	18.78
4 years		16.08	2892.45	17.53	3088.80	18.72	3201.00	19.40
5 years		16.37	2892.45	17.53	3187.80	19.32	3306.60	20.04
6 years		16.69	2943.60	17.84	3242.25	19.65	3357.75	20.35

Effective April 1, 2016, permanent employees will receive an additional forty cents (\$.40) per hour for every two years of service over six (6) to a maximum of fourteen (14) years (i.e. at eight (8) years, ten (10) years, twelve (12) years, and fourteen (14) years).

Substitute/Casual Employees

	Casual Hourly	Level 1 Hourly	Level 2 Hourly	Level 3 Hourly
Start	13.30	15.21	15.98	16.43

Wages for casual and substitute employees after their initial 600 hours of work shall increase by \$0.25 per hour, and by \$0.25 per hour after each subsequent period of 1000 hours worked until such time as their wage is equivalent to (but not greater than) that of full-time/permanent employees.

- * All government funding increases shall be retroactive to the date the government's proposed phasing implementation date.
- * Casual/substitute will receive all applicable government funding increases.
- * Casual/substitute employee base wage rates shall be a minimum of thirty cents (\$0.30) above current minimum wage and will be maintained be at minimum of thirty cents (\$0.30) above minimum wage in the event of any minimum wage increase (s)
- * Casual/substitute employees who have completed the probationary period pursuant to Article 11.03 shall be paid a minimum of fifty five cents (\$0.55) above current minimum wage rates and their wages will be maintained be at minimum of fifty five cents (\$0.55) above minimum wage in the event of any minimum wage increases.
- * Grids to reflect minimum wage increases that occur during the life of the contract.

RH hdl/cope 491

https://cupe.sharepoint.com/sites/SaskatchewanStaff/Shared Documents/Locals/3693 Families First Childcare Centre Employees/Collective Agreement/2022/FINAL_Collective_Agreement_L_3693_CA_2022_06_01_to_May_31_2024.docx

