

COLLECTIVE AGREEMENT

BETWEEN

RINK AVENUE DAYCARE CO-OPERATIVE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
Local 5372**



FOR THE PERIOD

April 1, 2022 to March 31, 2025

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND NEGOTIATION	1
1.01 Bargaining Unit	1
1.02 Work of the Bargaining Unit	1
1.03 Definitions	1
ARTICLE 2 – NO DISCRIMINATION	2
2.01 Employer and the Union Shall Not Discriminate	2
ARTICLE 3 – UNION MEMBERSHIP REQUIREMENT	2
3.01	2
ARTICLE 4 – CHECK-OFF OF UNION DUES	2
4.01 Check-Off Payments	2
4.02 Deductions	2
4.03 T-4 Slip	2
4.04 Delay in Remitting	3
ARTICLE 5 – LABOUR MANAGEMENT BARGAINING RELATIONS	3
5.01 Representation	3
5.02 Labour/Management Committee	3
5.03 Union Bargaining Committee	3
5.04 Function of Bargaining Committee	3
5.05 Representative of Canadian Union of Public Employees	4
5.06 Technical Information	4
ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES	4
6.01 New Employees	4
6.02 Copies of Agreement	4
ARTICLE 7 – RESOLUTIONS AND REPORTS OF THE BOARD	4
7.01 Copies of Resolutions	4
ARTICLE 8 – GRIEVANCE PROCEDURE	5
8.01 Name of Steward and Grievance Committee	5
8.02 Grievance Committee	5
8.03 Definition of Grievance	5
8.04 Settling of Grievances	5
8.05 Policy Grievance	6

8.06 Replies in Writing.....6

8.07 Technical Objections to Grievances6

8.08 Amending of Time Limits6

8.09 Witnesses6

ARTICLE 9 – ARBITRATION 6

9.01 Appointment of Single Arbitrator..... 6

9.02 Appointment of Arbitration Board6

9.03 Arbitration Board Procedure 7

9.04 Decision of an Arbitration Board 7

9.05 Arbitration Expenses 7

ARTICLE 10 – DISCHARGE, SUSPENSION, WARNINGS, AND TERMINATION 7

10.01 Co-operative and Corrective Fashion 7

10.02 Progressive Discipline 7

10.03 Burden of Proof 8

10.04 Verbal Reprimand 8

10.05 Written Reprimand 8

10.06 Suspension 8

10.07 Termination 8

10.08 Right to Have a Steward..... 8

10.09 Grievances on Suspension, Termination, and Warnings 9

10.10 Suspension or Termination Without Cause 9

10.11 Payment of Wages and Benefits of Terminated Employees..... 9

ARTICLE 11 – RESIGNATION 9

11.01 9

ARTICLE 12 – PERSONAL FILE 9

12.01 9

ARTICLE 13 – SENIORITY 10

13.01 Seniority Defined..... 10

13.02 Seniority List 10

13.03 Probation for Newly-Hired Employees 10

13.04 Loss of Seniority 10

13.05 Part-time Employees..... 10

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES 11

14.01 Vacancies..... 11

- 14.02 Changes to Existing Positions 11
- 14.03 Information in Postings 11
- 14.04 No Outside Advertising 11
- 14.05 Role of Seniority in Promotion 11
- 14.06 Trial Period 11
- 14.07 Promotions Requiring Higher Qualifications 12
- 14.08 Notification to Employee and Union 12
- 14.09 Temporary Performance of Higher Duty 12
- ARTICLE 15 – JOB CLASSIFICATION AND RECLASSIFICATION 12**
- 15.01 Job Description 12
- 15.02 Changes in Classification 12
- ARTICLE 16 – LAYOFFS AND RECALLS 13**
- 16.01 Layoff and Recall Procedure 13
- 16.02 No New Employees 13
- 16.03 Advance Notice of Layoff 13
- ARTICLE 17 – HOURS OF WORK 13**
- 17.01 Standard Daily Hours 13
- 17.02 14
- ARTICLE 18 – OVERTIME 14**
- 18.01 Overtime Defined 14
- 18.02 Compensation for Work Before and after Daily and Weekly Scheduled Hours 14
- 18.03 No Layoff to Compensate for Overtime 14
- 18.04 Overtime for Part-Time Employees 14
- 18.05 Overtime 15
- 18.06 Minimum Overtime 15
- 18.07 Advance Notification of Overtime 15
- 18.08 Call-Back Pay Overtime 15
- 18.09 15
- ARTICLE 19 – HOLIDAYS 15**
- 19.01 Paid Holidays 15
- 19.02 Compensation for Holidays Falling on Saturday 16
- 19.03 Compensation for Holidays Falling on Sunday 16
- ARTICLE 20 – VACATIONS 16**
- 20.01 Length of Vacation 16

20.02	Time of Vacations	16
20.03	Vacation Scheduling.....	16
20.04	Compensation for Holidays in Vacations.....	17
20.05	Unbroken Vacation Period	17
20.06	Approved Leave in Vacation.....	17
20.07	Vacation Pay for Part-Time Employees.....	17
20.08	Vacation Records.....	17
ARTICLE 21 – SICK LEAVE.....		17
21.01	Definition of Sick Leave.....	17
21.02	Annual Paid Sick Leave	18
21.03	Accumulation of Sick Leave	18
21.04	Deductions from Sick Leave	18
21.05	Proof of Illness	18
21.06	Sick Leave During Lay-Off.....	18
21.07	Sick Leave Records	18
21.08	Medical and Dental Appointments.....	18
ARTICLE 22 - OTHER LEAVES OF ABSENCE		19
22.01	Leave of Absence for Full-Time Union or Public Duties.....	19
22.02	Paid Bereavement Leave	19
22.03	Serious Illness Leave.....	19
22.04	Maternity/Adoption/Parental Leave	19
22.05	Pressing Necessity Leave	20
22.06	Paid Jury or Court Witness Duty Leave	20
22.07	General Leave.....	20
22.08	Education Leave	21
22.09	First Aid and CPR Courses.....	21
22.10	Designated Days Off	21
22.11	Union Leave	22
22.12	Intimate Partner Violence Leave	22
22.13	Citizenship Leave	23
ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES.....		23
23.01	Pay Days.....	23
23.02	Direct Deposit.....	23
23.03	Cost of Living Adjustment	23

ARTICLE 24 – EMPLOYEE BENEFITS.....	24
24.01 Workers' Compensation.....	24
ARTICLE 25 – JOB SECURITY	24
25.01 Amalgamation, Regionalization and Merger Protection	24
ARTICLE 26 – GENERAL CONDITIONS.....	24
26.01 Bulletin Boards.....	24
26.02 Mileage Allowance.....	25
26.03 Benefits.....	25
26.04 Union Meetings	25
26.05 Work Site Access	25
26.06 Staff Meetings	25
ARTICLE 27 – DUTY TO ACCOMMODATE	26
27.01 Accommodation of Employees	26
ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY	27
28.01 Cooperation and Safety	27
28.02 Violence Policy	27
ARTICLE 29 – HARASSMENT	27
29.01 Definition of Harassment.....	27
29.02 Examples of Harassment	28
29.03 Principle of Fair Treatment.....	28
29.04 Shared Responsibility	29
29.05 Co-operation	29
29.06 Policy	29
29.07 Attempt to Resolve.....	29
ARTICLE 30 – MULTI-SECTOR PENSION PLAN	29
30.01	29
30.02	30
30.03	30
30.04	30
30.05	31
ARTICLE 31 – COPIES OF AGREEMENT	32
31.01 _Copies of Agreement.....	32
ARTICLE 32 – TERM OF AGREEMENT	32

32.01	Duration.....	32
32.02	Changes in Agreement.....	32
32.03	Notice of Changes	32
ARTICLE 33 – ADULT/CHILD RATIO.....		32
33.01	32
ARTICLE 34 – RE-OPENER.....		32
34.01	32
SCHEDULE “A”		34
Letter of Understanding.....		36
Letter of Understanding.....		37

THIS AGREEMENT made and executed this 12 day of June A.D. 2023

BETWEEN: The Board of the Rink Avenue Day Care Co-operative in the City of Regina, Saskatchewan, hereinafter called "The Board".

PARTY OF THE FIRST PART

AND: The Canadian union of Public Employees and its Local Union No. 5372. hereinafter called the "Union".

PARTY OF THE SECOND PART

ARTICLE 1 – RECOGNITION AND NEGOTIATION

1.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees and its Local 5372 as the sole and exclusive collective bargaining agent for all of its employees, excepting the Director and the Assistant Director, and hereby agrees to negotiate with the union, or any of its authorized committees, concerning matters affecting the relationship 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 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.

1.03 Definitions

- a) A permanent full-time employee is an employee who is regularly scheduled to work the full prescribed hours as stated in Article 17.
- b) A permanent part-time employee is an employee who is regularly scheduled to work less than the full prescribed hours as stated in Article 17.
- c) A relief (casual) employee shall mean an employee who works on a call-in basis and is not regularly scheduled in advance.

ARTICLE 2 – NO DISCRIMINATION

2.01 Employer and the Union Shall Not Discriminate

The employer and the union agree 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, religion, political affiliation or activity, sex, or marital status, family relationship, place of residence, physical handicap, or by reason of their membership or activity in the union.

ARTICLE 3 – UNION MEMBERSHIP REQUIREMENT

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

ARTICLE 4 – CHECK-OFF OF UNION DUES

4.01 Check-Off Payments

The employer shall deduct from every employee any dues uniformly required for all members of the union.

4.02 Deductions

Deductions shall be made from each month's payroll and shall be forwarded to the secretary-treasurer of the union not later than the 20th day of the month, accompanied by a list of names, addresses, and classifications of employees from whose wages the deductions have been made.

4.03 T-4 Slip

The employer shall report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

4.04 Delay in Remitting

For any period of delay in remitting the sums listed in this article, the employer will pay the union interest at the rate of prime plus two per cent (2%) per month, or prorated if less than a month.

ARTICLE 5 – LABOUR MANAGEMENT BARGAINING RELATIONS

5.01 Representation

The union will supply the employer with the names of its officers. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.

5.02 Labour/Management Committee

- a) A Labour Management committee shall be established to review and resolve any issues related to the workplace. The committee will consist of up to two (2) representatives of the employer and two (2) representatives of the union and the national representative for the local. Employees will attend meetings without loss of pay. The meetings will be scheduled as needed, and an agenda will be provided in advance of the meeting by the requesting party.
- b) The committee shall discuss, but not be limited to, the following general matters:
 - i. Considering constructive criticisms of all activities so that better relations shall exist between the employer and the employees:
 - ii. Reviewing suggestions from employees, questions of working conditions and service:
 - iii. Correcting conditions causing grievances and misunderstandings; and
 - iv. Workload management.

5.03 Union Bargaining Committee

A union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the union. The union will advise the employer of the union members of the committee.

5.04 Function of Bargaining Committee

Matters pertaining to performance of work operational problems, rates of pay, hours of work and collective bargaining shall be referred by the union bargaining committee to the employer for discussion and settlement.

5.05 Representative of Canadian Union of Public Employees

The union shall have the right at any time to have the assistance of representative(s) 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, with permission, in order to investigate and assist in the settlement of a grievance.

5.06 Technical Information

The employer shall make available to the union any information required by the union such as budgets and financial statements, job descriptions, positions in the bargaining unit, job classifications, wage rates, or documents required for collective bargaining purposes. Such budget or financial information shall not violate confidentiality between the Board and any parent.

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 the 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 them with a copy of the collective agreement.

ARTICLE 7 – RESOLUTIONS AND REPORTS OF THE BOARD

7.01 Copies of Resolutions

The employer agrees that all motions, resolutions, bylaws, reports, recommendations, rules and regulations which deal with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit shall be communicated to the union as far in advance as possible before they are finalized at a board meeting. This article does not apply in cases of hiring, firing, or disciplinary matters.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Name of Steward and Grievance Committee

The union shall notify the employer in writing of the name of each steward.

8.02 Grievance Committee

The stewards selected shall constitute the grievance committee.

8.03 Definition of Grievance

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

8.04 Settling of Grievances

An earnest effort shall be made by both parties to settle grievances promptly in the following manner:

Pre-grievance

Within twenty (20) working days of coming to the attention of, or should have come to the attention of, the employee, employees concerned, or union, the parties agree to attempt to resolve the dispute through a meeting with the Director or designate, the employee, and their union representative. Every effort shall be made to resolve problems through dialogue at the local level prior to a grievance.

Step 1:

If a satisfactory settlement cannot be affected through pre-grievance discussions, the union shall present a written grievance to the Director. If an adjustment satisfactory to the union is not made within fifteen (15) working days of the time it was submitted to the Director, the grievance may proceed to the next step of the grievance procedure. Step 2 can be waived by mutual agreement of the Director and the union steward.

Step 2:

If satisfactory settlement is not reached in Step 1 within seven (7) **working** days, the union shall apply to the Board of Directors in writing, stating the grievance concerned. A hearing shall be granted within **fifteen (15) working** days following application.

Step 3:

Failing a satisfactory settlement in Step 2, the union may refer the dispute to a single arbitrator or a board of arbitration. The referral to arbitration must contain the name of the person the union is willing to accept as a single arbitrator or the name of the person to be appointed to the arbitration board (nominee).

8.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the union or employer has a grievance, Step 1 may be bypassed.

8.06 Replies in Writing

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

8.07 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 they deem just and equitable.

8.08 Amending of Time Limits

The time limits fixed in the grievance procedure may be extended by consent of the parties.

8.09 Witnesses

At any stage of the grievance procedure, the parties may have the assistance of any employee(s) concerned as witnesses and any other witnesses.

ARTICLE 9 – ARBITRATION

9.01 Appointment of Single Arbitrator

Within seven (7) days, the employer shall:

- a) Give notice that it accepts the name of the arbitrator, and the dispute shall proceed to arbitration; or
- b) If it does not accept the name of the arbitrator, send a list of names of persons that it is willing to accept as the arbitrator.

If the parties cannot agree on an arbitrator, either party may ask the minister to appoint an arbitrator.

9.02 Appointment of Arbitration Board

Within seven (7) days, the employer shall provide the union with the name of the person to be appointed to the arbitration board as the employer's nominee.

If a party fails to appoint a member to the arbitration board, the minister shall appoint a member on behalf of the party failing to make an appointment.

Within seven (7) days of the appointment of the second member of the arbitration board, the two (2) nominees shall appoint a third member of the arbitration board, who shall be the chairperson.

If the parties cannot agree on a chairperson, either party may ask the minister to appoint the third member.

9.03 Arbitration Board Procedure

The Board of Arbitration shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

9.04 Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the chairman shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties. 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 of Arbitration shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

9.05 Arbitration Expenses

The fees and expenses of the chair shall be shared equally between the parties. Each party shall be responsible for their own costs, fees, and expenses of witnesses and those of its board of arbitration member.

ARTICLE 10 – DISCHARGE, SUSPENSION, WARNINGS, AND TERMINATION

10.01 Co-operative and Corrective Fashion

The employer agrees to consider matters of discipline in a co-operative and corrective manner rather than a punitive fashion and will endeavour to assist the employee in improving their work performance.

10.02 Progressive Discipline

The employer agrees to follow the principles of progressive discipline:

- Verbal reprimand
- Written reprimand
- Suspension
- Termination

After twelve (12) months of satisfactory service, a reprimand or notice of suspension or demotion shall be removed from the employee's file.

10.03 Burden of Proof

In cases of disciplinary action against an employee, proof of just cause shall rest with the employer.

10.04 Verbal Reprimand

The employer will verbally outline to the employee the reason for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. Documentation of the verbal reprimand shall become part of an employee's record subject to Article 10.02. The employees reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Documentation of the verbal reprimand will be forwarded to the union.

10.05 Written Reprimand

Reprimands of a serious nature shall be recorded by means of a written reprimand to the employee within twelve (12) hours of the event of the complaint. Such letters shall become part of an employee's record subject to Article 10.02. The employees reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the union.

10.06 Suspension

The employee and the union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. Suspension pending investigation is not considered discipline and shall be with pay. The employer shall render its decision regarding discipline no later than ten (10) calendar days from the date of suspension, except as otherwise agreed between the employer and the union.

10.07 Termination

Termination shall be effected by the chairperson of the board or their designate. The employee shall receive written notice of the action, which shall include a specific statement of just cause. The employer shall give thirty (30) calendar days' notice in writing or pay in lieu of such notice.

10.08 Right to Have a Steward

Every employee has the right to be represented by a union steward of their choosing or union staff representative at any meeting with the employer or investigative proceeding which might lead to discipline.

- a) Where the employer intends to meet with an employee for disciplinary purposes, the employee shall be so notified in writing or by email, in advance, the purpose of

the meeting and informed of the right to have a steward or CUPE national representative present at the meeting. The member will be given twenty-four (24) hours to arrange union representation and, if necessary, to schedule for a later date.

- b) An employee may choose to waive the right to union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given twenty-four (24) hours to arrange union representation, which may result in reconvening the meeting at a later time or date.
- c) Failure of the employer to provide the right to union representation shall render all resulting discipline null and void.

10.09 Grievances on Suspension, Termination, and Warnings

Notwithstanding any efforts by the union or the shop steward to discuss and reverse decisions on suspensions, termination, or warnings at meetings of the Board, all such matters can also be taken through the grievance procedure.

10.10 Suspension or Termination Without Cause

An employee who has been unjustly suspended or terminated without cause shall be immediately reinstated in their former position without loss of seniority or benefits and shall be fully compensated for all time thus lost, less other earned wages.

10.11 Payment of Wages and Benefits of Terminated Employees

All employees who are terminated shall be paid all wages and benefits, including vacation pay owing, on the next pay period from their last day of employment.

ARTICLE 11 – RESIGNATION

- 11.01 Employees desiring to resign employment with the employer shall give two (2) weeks' notice of such resignation. All employees who resign shall be paid all wages and benefits, including vacation pay owing, on the next pay period from their last day of employment. Employees who resign and who have been employed more than six (6) months, will, upon request, be given a service letter stating time, job classification and duties and cause of leaving.

ARTICLE 12 – PERSONAL FILE

12.01 Access to Personal File

Employees shall have the right at any time to have access to and review their personnel record, provided it is not during their shift and is in the presence of the assistant director or executive director. Any disagreement as to the accuracy of information contained in the

file may be subject to the grievance procedure and the eventual resolution as a result shall become part of an employee's record. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in their file. Employees shall have the right to make copies of any material contained in their personnel record. A union representative, upon request in writing by the employee, shall have access to the file.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- a) Full-time and part-time seniority is defined as the length of service from the date of hire in the employ of the employer either on a full-time or part-time basis and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recalls.
- b) Casual seniority is defined by the hours the employee has worked in the employ of the employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

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 be posted on the bulletin board by the Administrator's office January of each year.

13.03 Probation for Newly-Hired Employees

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness or accident confirmed by a Doctor's certificate, lay off for less than twelve (12) months, or leave of absence approved by the employer. An employee shall only lose seniority in the event:

- a) They are discharged for cause and is not reinstated.
- b) They do not respond to recall of employment from lay off or after leave after five (5) working days' notice.

13.05 Part-time Employees

All permanent part-time employees working on a regular basis less than full-time shall receive all benefits of the agreement, i.e., vacation, statutory holidays, and sick leave on a pro rata basis according to hours worked.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Vacancies

When a vacancy occurs, including the position of Director, the employer shall notify the union in writing and post notice of the position on the bulletin board within forty-eight (48) hours of the vacancy for a maximum of one (1) week so that all members will know about the vacancy.

14.02 Changes to Existing Positions

Notification of any changes to existing positions shall be given to the union prior to such changes occurring. Changes that involve hours of work or location must be posted as per the provisions of Article 14.01.

14.03 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.

14.04 No Outside Advertising

No outside advertising for any vacancy, including that of Director, shall be placed until the notice has been posted internally for one (1) week, and no qualified applicant has been received.

14.05 Role of Seniority in Promotion

Both parties recognize:

- a) The principle of promotion within the service of the employer;
- b) That job opportunity should increase in proportion to length of service. Therefore, in making staff promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.07. Appointments from within the bargaining unit shall be made within one (1) month of posting.

14.06 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months, after which time they shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position, wage or salary scale without loss of seniority. Any other employee transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.07 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualification prior to filling the vacancy. The trial period of three (3) months shall apply.

14.08 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment of any vacant position, the name of the successful applicant shall be sent to the union and shall be posted on the bulletin board.

14.09 Temporary Performance of Higher Duty

When an employee is assigned, verbally or in writing, to temporarily relieve in or perform the principal duties of a higher paying position, they shall receive a five per cent (5%) increase in pay after one (1) day. For administrative tasks assigned verbally or in writing, employees shall receive an additional three dollars (\$3.00) per hour for each hour or portion of an hour worked.

ARTICLE 15 – JOB CLASSIFICATION AND RECLASSIFICATION

15.01 Job Description

The employer agrees to draw up job descriptions for all positions for which the union is the bargaining agent. These descriptions shall be presented and discussed with the union and shall become the recognized job descriptions unless the union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

15.02 Changes in Classification

The employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the union and or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the employer and the union. If the parties are in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Layoff and Recall Procedure

Employees on lay off shall be recalled in order of their seniority ranking. Employees shall be laid off in inverse order of their seniority ranking. At no time will a part-time staff be able to bump into a full-time position or vice-versa in layoff or recall situations.

16.02 No New Employees

No new employees shall be hired until those laid off have been given the opportunity of recall and return within five (5) working days.

16.03 Advance Notice of Layoff

The employer shall provide advance notice of lay-off as follows:

- a) One week's written notice, if the employee's period of employment is less than one year.
- b) Two weeks' written notice, if the employee's period of employment is one year or more but less than three years.
- c) Four weeks' written notice, if the employee's period of employment is three years or more but less than five years.
- d) Six weeks' written notice, if the employee's period of employment is five years or more but less than 10 years.
- e) Eight weeks' written notice, if the employee's period of employment is 10 years or more.

If the 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. **However, if the employee has the opportunity to work the days but chooses not to do so, they will not be paid for the days.**

ARTICLE 17 – HOURS OF WORK

17.01 Standard Daily Hours

- a) The full-time hours shall be eight (8) hours with a half an hour (½) paid meal break. **Unpaid meal periods shall be one-half hour (½) per seven and one-half (7 ½) shift.**
- b) **The cook shall work six (6) consecutive hours per day with a half an hour (½) paid meal break.**

- c) **Part-time staff shall work less than full-time hours and a minimum of three (3) hours per day. When a part-time staff works six (6) consecutive hours in a day, they shall receive a half an hour (½) paid meal break.**
- d) **The Before and After School Program position shall work three (3) hours in the morning and three (3) hours in the afternoon during the school year.**

During the summer months or any other school break during the school year, they shall work either:

Three (3) hours in the morning and three (3) hours in the afternoon

or

Six (6) consecutive hours with a half hour (½) paid meal break

or

Three (3) hour shift per day approved by the director if the employee is taking a summer class that conflicts with the two options listed above.

- 17.02 Employees shall have the choice of shifts to be worked according to their seniority. Due to child/staff ratios, the shifts will be at the discretion of the Director when an employee is off due to illness, emergency absence, and/or holidays.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

All time worked outside of regular hours in any one regular work week (37.5 hours) shall be considered as overtime.

18.02 Compensation for Work Before and after Daily and Weekly Scheduled Hours

Overtime work before and after the daily (7.5 hours) and weekly (37.5 hours) scheduled hours shall be paid for at the rate of time and one-half (1 ½) for all overtime.

18.03 No Layoff to Compensate for Overtime

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

18.04 Overtime for Part-Time Employees

A part-time employee working less than the regular working hours per day or week, shall be paid straight time pay during her regularly scheduled part-time hours. Overtime rates

shall apply after regular hours in the working day (7.5 hours) or week (37.5 hours) and for all work performed on holidays and regular days off.

18.05 Overtime

Overtime and call back shall be according to seniority.

18.06 Minimum Overtime

Overtime work shall be on a voluntary basis. The employer shall keep overtime to a minimum and shall be voluntary except in cases of emergency.

18.07 Advance Notification of Overtime

In order to minimize unplanned disruption in the daily life of the employees, the employer will endeavour to give as much notice as possible if they wish the employees to work overtime.

18.08 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 a rate of time and one-half (1½).

18.09 When permanent full-time and permanent part-time employees are required to attend staff meetings, parent/staff interview nights, or fundraising events on behalf of the employer over and above eight (8) hours in a day and forty (40) hours in a week, employees shall be paid overtime at the rate of time and one-half (1½) for each time period.

ARTICLE 19 – HOLIDAYS

19.01 Paid Holidays

The employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the federal or provincial government.

19.02 Compensation for Holidays Falling on Saturday

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the **previous Friday** shall be deemed to be a holiday for the purpose of this agreement. This will be done in accordance with flexibility of the day care.

19.03 Compensation for Holidays Falling on Sunday

When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement. This will be done in accordance with flexibility of the day care.

ARTICLE 20 – VACATIONS

20.01 Length of Vacation

Permanent full-time and permanent part-time employees shall receive an annual vacation with pay in accordance with their years of employment as follows:

Less than eight (8) years 1¼ working days for each month (3 weeks).

Commencing the eighth (8th) year and each year thereafter 1 2/3 working days for each month (4 weeks).

Commencing the sixteenth (16th) year and each year thereafter – 2 1/12 working days for each month (5 weeks).

Commencing the twenty-fourth (24th) year and each thereafter – 2 ½ working days for each month of employment (6 weeks).

20.02 Time of Vacations

Employees shall be entitled to take their vacation entitlement at their own option, subject to the requirements of the day care. At no time will an employee be allowed to carry over vacation from one year to another. If vacation days remain at the end of the fiscal year, employees will be paid out those days on their regular cheque at the end of June.

20.03 Vacation Scheduling

The vacation year shall be April 1-March 31 of each year. Employees will indicate their vacation preference to the Executive Director by February 15 of each year. Vacation requests received prior to the February 15 shall be granted based on seniority. Any vacation requests received after February 15 shall be granted on a first-come basis.

Vacation schedules shall be posted and confirmed no later than March 1.

This shall not preclude employees from requesting vacation throughout the vacation year, providing they do not interfere with predetermined vacations based on seniority.

20.04 Compensation for Holidays in Vacations

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

20.05 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the employer. However, effective November 30, 2015, an employee who is entitled to five (5) or more weeks' vacation shall be allowed to schedule a maximum of four (4) weeks' vacation during the months of July and August. The remainder of any vacation shall be scheduled at the discretion of the Director and as mutually agreed between the employee and the employer.

20.06 Approved Leave in Vacation

Where an employee qualifies for sick leave as a result of a serious illness, bereavement, or any other approved leave 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. If such added time means changing another employee's scheduled vacation, the days will be taken at another time.

20.07 Vacation Pay for Part-Time Employees

Vacation pay for part-time employees shall be paid in June and December of each year. Vacation pay for casual employees shall be paid in the pay period in which it is earned.

20.08 Vacation Records

Immediately after the close of each calendar year, the employer shall advise each employee in writing of the amount of vacation accrued to their credit.

ARTICLE 21 – SICK LEAVE

21.01 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, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*. Employees may use up to **ten (10)** days per calendar year of their accumulated sick leave to provide care for their child or **legal** dependent.

21.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by permanent full-time and permanent part-time employees at the rate of one and one-half (1½) days for every month worked. Permanent full-time employees earn one and one-half (1½) days based on a seven and one-half (7½) hour working day. Permanent part-time employees earn one and one-half (1½) days based on a six (6) hour working day, a three (3) hour working day, or according to the number of part-time hours worked.

21.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a maximum of eighty (80) days. Permanent full-time employees shall accrue eighty (80) days sick leave based on a seven and one-half (7½) hour working day. Permanent part-time employees shall accrue the eighty (80) days sick leave based on a six (6) hour working day, a three (3) hour working day or according to the number of part-time hours worked.

If an employee at the eighty (80) day ceiling uses any portion of the accumulated sick leave, then the employee shall earn sick leave at the rate previously specified in Article 21.02.

21.04 Deductions from Sick Leave

A deduction shall be made from the accumulated sick leave of all working days (exclusive of statutory holidays) the employee is absent because of illness. All employees shall be deducted for the actual hours they are absent rounded up to the nearest half hour.

21.05 Proof of Illness

At the Director's discretion, an employee may be required to produce a certificate from a recognized, certified medical doctor, chiropractor, naturopath, or dentist. A medical certificate must be provided if any employee is absent for three (3) consecutive working days. Subsequent extensions will also require a doctor's certificate.

21.06 Sick Leave During Lay-Off

When an employee is laid off due to a shortage of work, the employee shall not receive sick leave credits for the period of such absence, but shall retain cumulative credits, if any, existing at the time of layoff for a period of one (1) year.

21.07 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 their credit.

21.08 Medical and Dental Appointments

When medical and dental appointments cannot be made outside of working hours, employees shall be deducted for the actual hours they are absent as per Article 21.04.

ARTICLE 22 – OTHER LEAVES OF ABSENCE

22.01 Leave of Absence for Full-Time Union or Public Duties

- a) The employer recognizes the right of two (2) employees to participate in public affairs. Therefore, upon written request, the employer shall allow leave of absence without loss of benefits so that the two (2) employees may be a candidate in federal, provincial, or municipal elections. No sick leave shall be accumulated or granted when on this leave of absence.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.
- c) An employee who is elected or selected for a full-time position with the union or anybody with which the union is affiliated shall be granted leave of absence without loss of seniority for a period of up to one (1) year. Such leave shall be renewed each year, on request, during their term of office.

22.02 Paid Bereavement Leave

A permanent full-time and permanent part-time employee shall be granted up to **five (5)** regularly scheduled consecutive workdays leave without loss of pay and benefits in the case of death of a parent, spouse, common-law spouse, partner, fiancé, brother, sister, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild, niece/nephew, aunt/uncle. Where the burial/**memorial** occurs outside the province, such leave shall include reasonable travelling time, not to exceed seven (7) days. All bereavement leave shall be deducted from accumulated sick leave. In the event the employee does not have accumulated sick leave, bereavement leave shall be granted without pay.

Employees may request to use vacation or unpaid leave of absence for any further time off required by the employee for these purposes.

22.03 Serious Illness Leave

In the event of a serious illness of a spouse, common-law spouse, partner, parent, son or daughter, which requires the attendance of the employee, a leave of absence with pay will be granted from one (1) to three (3) consecutive days per calendar year for permanent full-time and permanent part-time employees. In order for serious illness leave to be granted, the request for leave must accompany a doctor's note explaining the need for the employee's care of any of the above listed people. All leave shall be deducted from accumulated sick leave. Employees can request additional days within the calendar year, which may be granted at the discretion of the Director.

22.04 Maternity/Adoption/Parental Leave

- a) Maternity **adoption**/parental leave shall be granted **in accordance with *The Saskatchewan Employment Act***.

b) Leave for Diseases and Conditions Harmful to Pregnancy

A pregnant employee shall receive immediate leave with accumulation of all benefits in the event that a known or suspected disease or condition which could be harmful to pregnancy occurs in the day care centre and shall extend until all danger from such disease or condition no longer exists. Such leave to be deducted from accumulated sick leave, if any.

22.05 Pressing Necessity Leave

A permanent full-time and permanent part-time employee shall be granted a maximum of one (1) day per calendar year leave for any of the following reasons:

- a) Serious fire or flood in employee's home
- b) Moving of employee's household effects
- c) Employee's marriage or marriage breakdown
- d) Theft of employee's car
- e) Break-in of employee's home

During such leaves an employee may choose to receive their regular pay from accumulated sick leave credits they may have. In the event the employee does not have accumulated sick leave, the leave will be granted without pay.

22.06 Paid Jury or Court Witness Duty Leave

The employer shall grant leave of absence without loss of seniority benefits to a permanent full-time and permanent part-time employee who serves as juror or witness in any court. The employer shall pay an employee the difference between their normal earnings and the payment they receive for jury duty or court service, excluding payment for travelling, meals, and other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of her employment, for *bona fide* work at the day care, shall be considered as time worked at the appropriate rate of pay.

22.07 General Leave

An employee shall be entitled to leave of absence without loss of seniority when they request such leave for good and sufficient cause. Such request shall be in writing and approved by the employer. The employer may grant same subject to the operation of the day care.

22.08 Education Leave

The employer shall pay up to four hundred dollars (\$400.00) per year for each permanent full-time or permanent part-time employee with one (1) year of service or more, for payment of either a Child Care Conference registration fee or an Early Childhood Education Class successfully completed.

22.09 First Aid and CPR Courses

The employer shall pay for Standard First Aid and CPR courses as deemed necessary by the employer for each permanent full time or permanent part time employee with one year of service or more.

The employer shall pay for Standard First Aid and CPR courses as deemed necessary by the employer for each casual employee with more than one hundred (100) paid hours of employment.

22.10 Designated Days Off

Effective January 1, 1996, all permanent full-time and permanent part-time employees shall be granted designated days off with full pay and benefits in accordance with the following:

	<u>Designated Day(s) Off per Year</u>
Employees who have less than one full year of service (Note: This does not apply to employees who commenced service prior to August 31 '95.)	<u>0</u>
Employees who have one year of service and less than three years of service	<u>7</u>
Employees who have three years of service and less than five years of service.	<u>8</u>
Employees who have five years of service or more.	<u>10</u>

Designated days off will NOT be granted during the months of July and August.

Designated days off will be granted on a seniority basis and each employee (excluding the Before and After School Program employees) will be assigned a designated day off on the same day each month (e.g., The most senior permanent full-time employee, having more than five (5) years of service, is entitled to request the third Friday off every month [excluding July and August). Designated days off shall only be changed by mutual agreement between the employee and the employer, except if child/staff ratio is unable to be met due to employee holidays, employee illness, school holidays, etc.

The Before and After School Program employee will be granted days off according to the Regina Public School year calendar and will be set in September of each year. The designated days off will be mutually agreed upon by the employee and the employer and will be given to the employee in writing at this time.

Designated days off shall be based on the equivalent number of hours the employee would have regularly worked. i.e., an employee who regularly works seven and one-half (7½) hours per day shall receive a seven and one-half (7½) hour day off; an employee who works six (6) hours per day shall receive a six (6) hour day off and so forth.

Employees shall not be allowed to accumulate these days unless there has been prior agreement between the Director and the employee. In no event shall these days be carried from year to year.

Designated days off shall not be accumulated nor granted while on any leave exceeding thirty (30) consecutive calendar days.

22.11 Union Leave

Leave of absence without pay may be granted upon request to the employer to employees elected or appointed to represent the union at conventions, conferences, or workshops. An employee shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for approved union leave. However, the union shall reimburse the employer for all pay during the period of absence.

22.12 Intimate Partner Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with intimate partner violence (IPV) or abuse in their personal life is entitled to ten (10) days of leave in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. Five (5) of these days shall be paid by the employer and five (5) days can be taken at the discretion of the employee either as an unpaid leave or by using their sick leave accumulation. An employee is also entitled to take up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period in one continuous period.

All parties must disclose information when there is a clear threat to safety. The union and employer should not disclose more personal information than is reasonably necessary to protect workers from injury.

Information should be shared:

- In emergency situations

- For threat assessment
- For safety planning
- For the effective implementation of protective orders

In these cases, privacy and confidentiality should be maintained to the extent possible. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning IPV should be kept confidential, and no information should be kept on the employee's personnel file without their express written permission.

The parties understand IPV can affect all workers in a workplace and will work together to ensure all workers' safety should a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings.

22.13 Citizenship Leave

Employees are entitled to a leave of one unpaid day to attend a citizenship ceremony to receive a certificate of citizenship. Notice of such leave will be provided to the employer as soon as possible before the leave.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The employer shall pay salaries and wages monthly 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. All employees will be paid in the middle of the month and at the end of the month.

23.02 Direct Deposit

All payment of salaries and wages for employees covered by this agreement shall be by direct deposit.

23.03 Cost of Living Adjustment

An across-the-board increase of two cents (.02) per hour will be made for each one per cent (1%) or fraction of one per cent (1%) of Consumer Price Index that is greater than the annual general wage increase provided by the Employer. Consumer Price Index will be measured for the period of January 1 to June 30 each year, using the Regina All-Items Consumer Price Index as Saskatchewan **Ministry** of Labour.

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 Workers' Compensation

All employees shall be covered by *The Workers' Compensation Act*. Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this agreement, subject to necessary adjustments until receiving the first payment from the Workers' Compensation Board.

ARTICLE 25 – JOB SECURITY

25.01 Amalgamation, Regionalization and Merger Protection

In the event the employer merges or amalgamates with any other body, the employer undertakes to ensure that:

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

ARTICLE 26 – GENERAL CONDITIONS

26.01 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.

26.02 Mileage Allowance

Rate of \$0.51 per kilometer will be paid to employees who use their personal vehicle for work related duties as approved by the Director or Assistant Director. Mileage allowance shall be paid at the end of the following months:

March June September December

A claim form will be provided for submission of mileage. This will be signed by the employee and the Director or Assistant Director.

26.03 Benefits

The employer shall pay the cost of the benefits package as per the June 2008 original plan for health, dental, LTD, AD&D, life, dependent life (if applicable) for permanent full-time and permanent part-time employees upon the successful completion of their probationary period to a maximum of one hundred and twenty dollars (\$120.00) per month.

26.04 Union Meetings

The employer shall permit the use of its premises for the purpose of union meetings without cost to the union.

26.05 Work Site Access

The representative designated by the union shall be given access to work sites to meet with employees covered by this collective agreement during their meal and other scheduled breaks, whether paid or unpaid.

26.06 Staff Meetings

Staff meetings will be held every three (3) months with the exception of July and August. The date and time will be determined between the employer and majority vote of the employees and shall not be longer than one (1) hour. The staff meeting notice will be posted no less than two (2) weeks prior to the scheduled meeting. Staff meetings are mandatory for all full-time and part-time staff and will be paid as per Article 18.09. Casual staff will have the option of attending and will be compensated as per Schedule A for the hour. At the discretion of the employer, additional staff meetings can be held with two (2) weeks' notice. Upon agreement between the employer and employees, the three (3) month intervals of staff meetings can be adjusted to longer than every three (3) months.

The union will be provided an opportunity to hold a meeting with the employees in the bargaining unit at the conclusion of a staff meeting of the union's choosing. Those employees outside of the bargaining unit will not be in the room during the union's meeting.

ARTICLE 27 – DUTY TO ACCOMMODATE

27.01 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.
- 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 requiring the accommodation or 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 their current job or the accommodation being considered.
- iv. How long any limitations may last.

Any charges for such medical documentation for occupational injuries shall be reimbursed to the employee by the employer.

c) Accommodation Meetings

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

ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY

28.01 Cooperation and Safety

The union and the employer, as a matter of principle, recognize that occupational health and safety is a shared concern of the parties. They will cooperate on promoting and improving rules and practices which will enhance the working conditions for all employees in accordance with *The Saskatchewan Employment Act*, Part 3. There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this article.

28.02 Violence Policy

Violence means an attempted, threatened, or actual conduct of a person, including children in the day care, that causes, or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury.

The employer shall maintain a policy on violence that is in accordance with *The Saskatchewan Employment Act*, Part 3.

ARTICLE 29 – HARASSMENT

29.01 Definition of Harassment

- a) Harassment means any objectionable conduct, comments, or display by a person that is directed at a worker and is made on the basis of race or perceived race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability,

physical size or weight, age, nationality, ancestry, place of origin, receipt of public assistance, or union activity;

- b) Is repeated and/or intentional, and undermines the employee's health, job performance or workplace relationships or endangers an employee's employment status or potential:
- c) Is offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation:
- d) Constitutes a threat to the physical and mental health or safety of the worker.

29.02 Examples of Harassment

Some examples of harassment are:

- Verbal abuse or threat.
- Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.
- Displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter.
- Unwelcome invitations or requests, whether indirect, explicit or intimidating.
- Leering or other gestures.
- Unnecessary physical contact such as touching, patting, pinching, or punching.
- Physical assault.
- Bullying; and
- Gossiping.

29.03 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 behavior on the part of any person which would jeopardize an employee's dignity and well-being and or undermine work relationships and productivity.

29.04 Shared Responsibility

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.

29.05 Co-operation

Employees and the local of the union representatives will be expected to co-operate with management in identifying situations, reporting promptly, and disclosing all information in order to facilitate the investigation.

29.06 Policy

The employer(s) shall ensure a policy is developed 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 investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third party.

29.07 Attempt to Resolve

- a) If an employee believes that they have been harassed, an employee should tell the alleged harasser to stop.
- b) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee, or the local of the union, should file a formal harassment complaint documenting the event(s) complete with time, date, location, names of witnesses, and details for each event.
- c) Upon receipt of any verbal or written formal harassment complaint, the employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The employer must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation as per Article 29.06.

ARTICLE 30 – MULTI-SECTOR PENSION PLAN

30.01 In this article, the terms used shall have the meanings described:

- a) "Plan" means the Multi-Sector Pension Plan

- b) "Applicable wages" means the basic straight time wages for all hours worked and in addition;
- i) The straight time component of hours worked on a holiday;
 - ii) Holiday pay, for the hours not worked;
 - iii) Vacation pay;
 - iv) Sick pay paid directly the employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace:

All other payments, premiums, allowances, and similar payments are excluded.

- c) "Eligible employee" means all employees in the bargaining unit who have completed five hundred (500) hours of employment with the employer.

30.02 Commencing April 1, 2014, each eligible employee shall contribute for each pay period an amount equal to four per cent (4%) of applicable wages to the plan. The employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four per cent (4%) of applicable wages to the plan.

30.03 The employee and employer contributions shall be remitted to the plan by the employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The employer shall remit all contributions in the manner directed by the Administrator of the plan.

30.04 The employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to *The Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the employer in electronically readable form, the information shall be provided in such form to the plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 4 of the agreement include:

- a) To be provided at plan commencement
- Date of hire;
 - Date of birth;
 - Social Insurance Number;
 - Date of first contribution;

- Seniority list to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit):
 - Gender.
- b) To be provided with each remittance
- Name:
 - Social Insurance Number;
 - Monthly remittance:
 - Pensionable earnings:
 - Year to date contributions;
 - Employer portion of arrears owing due to error, or late enrolment by the employer.
- c) To be provided initially and as status changes
- Full address:
 - Termination date where applicable (MM/DD/YY)
 - Marital status, and any change to marital status;
 - Date of death (if applicable):
- d) To be provided annually but no later than December 31
- Current complete address listing for all eligible employees;
 - Period(s) of absence due to illness or disability, including WCB (while employee retains seniority):
 - Period(s) of layoff, while subject to recall:
 - Period(s) of absence for pregnancy or parental leave:
 - Period(s) of strike or lockout;
 - Other leaves of absence.
 - Hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

30.05 The employer agrees to be bound by the terms of the agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the plan adopted by the trustees of the plan, both as may be amended from time to time. In addition, the employer agrees to enter into a Participation Agreement with the trustees of the plan in the form attached here to.

ARTICLE 31 – COPIES OF AGREEMENT

31.01 Copies of Agreement

The union and the employer desire every employee to be familiar with the provision of this agreement and their rights and obligations under it. For this reason, the union shall print, at their cost, sufficient copies of the agreement in a union shop.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Duration

The agreement shall be binding and remain in effect from April 1, 2022 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days and not more than one hundred and twenty (120) days before the expiry date of the agreement in any year that it desires its termination or amendment.

32.02 Changes in Agreement

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

32.03 Notice of Changes

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

ARTICLE 33 – ADULT/CHILD RATIO

33.01 The employer and the union agree that a reasonable ratio of adults to children in the day 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 that the adult child ratio in the day care not exceed the day care regulations.

ARTICLE 34 – RE-OPENER

34.01 Should government initiatives result in improved funding for wages or benefits, the parties shall meet to negotiate revisions to this agreement. Additionally, should the government reduce wage and/or benefits funding to the employer, the parties agree to meet to negotiate revisions to Schedule A or the Benefit Plans to address the reduction. The employer shall follow the guidelines pertaining to time of and allocation of funds provided by the government.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed this

17 day of June A.D. 2023.

On behalf of CUPE 5372

Kaelie Howell

Rhonda Neppi

On behalf of Rink Avenue Day Care
Cooperative

Jeoch

Stephanie Pitts

Wynon

RN tg cope491

SCHEDULE "A"

CLASSIFICATION	April 1, 2021			
	2%			
	2021 CPI Increase of .04/hr	Apr 1, 2022	Apr 1, 2023	Apr 1, 2024
CASUAL ECE		\$1	\$1	\$1
Under 400 Paid Hours of Employment	\$13.68/ hour	\$14.68	\$15.68	\$16.68
401 - 800 Paid Hours of Employment	\$14.03 hour	\$15.03	\$16.03	\$17.03
Over 800 Paid Hours of Employment	\$14.20 hour	\$15.20	\$16.20	\$17.20
PART TIME ECE		2%	2%	1.5%
Under One Year of Service	\$18.59 hour	\$18.96	\$19.34	\$19.63
Over One Year of Service	\$18.86 hour	\$19.24	\$19.62	\$19.91
PART TIME ECE I - ORIENTATION				
Under One Year of Service	\$19.68 hour	\$19.68	\$19.68	\$19.68
Over One Year of Service	\$19.96 hour	\$19.96	\$19.96	\$19.96
PART TIME ECE II - CERTIFICATE				
Under One Year of Service	\$20.34 hour	\$20.34	\$20.34	\$20.34
Over One Year of Service	\$20.62 hour	\$20.62	\$20.62	\$20.62
PART TIME ECE III - DIPLOMA				
Under One Yc. of Service	\$20.99 hour	\$20.99	\$20.99	\$20.99
Over One Year of Service	\$21.29 hour	\$21.29	\$21.29	\$21.29
COOK		2%	2%	1.5%
Under One Year of Service	\$2,426.00 month	\$2,474.52	\$2,524.01	\$2,561.87
Over One Year of Service	\$2,465.15 month	\$2,514.45	\$2,564.74	\$2,603.21
FULL TIME ECE I - ORIENTATION				
Under One Year of Service	\$3,544.74 month	\$3,544.74	\$3,544.74	\$3,544.74
Over One Year of Service	\$3,595.28 month	\$3,595.28	\$3,595.28	\$3,595.28
FULL TIME ECE II - CERTIFICATE				
Under One Year of Service	\$3,657.00 month	\$3,657.00	\$3,657.00	\$3,657.00
Over One Year of Service	\$3,711.39 month	\$3,711.39	\$3,711.39	\$3,711.39
FULL TIME ECE III - DIPLOMA				
Under One Year of Service	\$3,782.74 month	\$3,782.74	\$3,782.74	\$3,782.74
Over One Year of Service	\$3,838.33 month	\$3,838.33	\$3,838.33	\$3,838.33

All certified ECEs will receive a one-time signing bonus to replace wage adjustments. The signing bonus shall equate to \$1/hour for all paid hours from January 1, 2022 to December 31, 2022.

Any future increases will be calculated on the base salary provided by the centre, which does not include government funding listed above.

The employer will provide the union with confirmation, which outlines any changes as well as the adjusted amounts. The employer must follow the directive of the government concerning the funding.

The Ministry of Education, Early Learning and Child Care Program sets out the classification requirements for employees at the ECE I, ECE II, and ECE III levels who work more than 65 hours per month on a regular basis. Employees hired on a full time basis after July 2001 will be hired in accordance with meeting the requirements of the Child Care Regulations set out by Ministry of Education, Early Learning and Child Care Program.

Letter of Understanding

Between

Rink Avenue Daycare Co-operative

and

The Canadian Union of Public Employees, Local 5372

Re: Training and Succession Planning

The parties agree that it is important for the daycare to prepare for the future of the organization. This includes succession planning which may result in opportunities for bargaining unit staff to be trained in out-of-scope duties.

Therefore, opportunities to be trained in out-of-scope work will not be subject to Article 14.09 – Temporary Performance of Higher Duty, provided that the work is supervised by an out-of-scope employee and the duties being performed are in addition to and not a replacement for the duties and responsibilities of the out-of-scope position(s).

Opportunities will be given to interested staff in an equitable manner.

Either party may terminate this agreement by giving thirty (30) days' notice in writing to the other party.

Dated this 12 day of June, 2023.

On behalf of CUPE Local 5372:

On behalf of Rink Avenue Daycare Co-operative

Krista Howell
Shirley Napp

Leah
Thomas Lott
Allyson

Letter of Understanding

Between

Rink Avenue Daycare Co-operative

and

The Canadian Union of Public Employees, Local 5372

Re: Bilateral Canada-Saskatchewan Early Learning and Child Care Agreement

In recognition of the bilateral Canada-Saskatchewan Early Learning and Child Care Agreement that changed the funding model received by the Rink Avenue Daycare Cooperative, the parties agree to the following:

- 1. No employee's current rate of pay as identified in Schedule A will be moved downward due to the provincial wage grid. Should the provincial wage grid be withdrawn, the rates of pay for certified staff shall be as per Schedule A.**
- 2. All pension contributions shall be made based on the individual's higher rate of pay (i.e., the amount subsidized by the Ministry).**
- 3. The union will agree to temporarily suspend Article 23.03 – Cost of Living Adjustment for 2022 and 2023 for all certified ECEs pending the outcome of the Provincial Child Care Agreement and/or wage grid. The parties could agree to extend until the expiration of the collective agreement by mutual agreement.**
- 4. The parties agree that the allocation of funding increases or grants made through or as a result of the Canada-Saskatchewan Canada-Wide Early Learning and Child Care Agreement that is designated for wages, benefits, recruitment and/or retention of staff shall be open to negotiation between the parties. All funding allocations will follow the grant guidelines where application is specified.**

Dated this 12 day of June, 2023.

On behalf of CUPE Local 5372:

Kaabe Howell

Phrenda Nippi

On behalf of Rink Avenue Daycare Co-operative

J. Leach

Stephanie Potts

Alex Smith