

January 1, 2023 – December 31, 2025

COLLECTIVE AGREEMENT

Between Glencairn Child Care
Co-operative and CUPE Local 4449



Table of Contents

DEFINITIONS 2

ARTICLE 1 – RECOGNITION AND NEGOTIATION 3

1.01 Bargaining Unit: 3

1.02 Work of Bargaining Unit:..... 3

1.03 Volunteers: 3

1.04 Necessity: 3

1.05 Director: 3

1.06 No Other Agreements: 4

1.07 Management Rights:..... 4

1.08 Employer Policy: 4

ARTICLE 2 – NO DISCRIMINATION 4

2.01 Employer and the Union Shall Not Discriminate: 4

ARTICLE 3 – UNION MEMBERSHIP REQUIRMENT 5

3.01 Union Memberships: 5

ARTICLE 4 – CHECK-OFF OF UNION DUES 5

4.01 Check-Off Payments: 5

4.02 Deductions: 5

4.03 Dues Receipts: 5

4.04 New Employees: 5

4.05 Contact Information..... 6

ARTICLE 5 – LABOUR MANAGEMENT/BARGAINING RELATIONS 6

5.01 Labour Management Committee: 6

5.02 Representation: 6

5.03 Union Bargaining Committee: 6

5.04 Function of Bargaining Committee: 7

5.05 Representatives of Canadian Union:..... 7

5.06 Technical Information: 7

5.07 Correspondence: 7

5.08 Union Bulletin Boards:..... 7

ARTICLE 6 – GRIEVANCE PROCEDURE 7

6.01	Definition of Grievance:.....	7
6.02	Recognition of Grievance Committee:	8
6.03	Handling Grievances During Work Hours:	8
6.04	Settling of Grievances:	8
6.05	Grievances in Writing:	9
6.06	Procedure When Time Limits Expire:	9
6.07	Provision of Payroll Information:	9
6.08	Technical Objections to Grievances:	9
6.09	Elder at Grievance Meetings:	9
	ARTICLE 7 – ARBITRATION	9
7.01	Composition of Board of Arbitration:.....	9
7.02	Board Procedure:	10
7.03	Decision of the Board:.....	10
7.04	Disagreement on Decision:	10
7.05	Expenses of the Board:.....	10
7.06	Amending of Time Limits:.....	10
7.07	Witnesses:	10
	ARTICLE 8 – DISCHARGE, SUSPENSION, AND DISCIPLINE	10
8.01	Suspension and Discharge:.....	10
8.02	Progressive Discipline:.....	11
8.03	Disciplinary Sanctions:.....	11
8.04	Re-Instatement:.....	11
8.05	Personnel Records:	11
8.06	Resignation:	12
8.07	Payment of Wages and Benefits of Discharged and Resigned Employees:	12
8.08	Crossing of Picket Line During Strike:.....	12
	ARTICLE 9 – SENIORITY	12
9.01	Seniority Defined:.....	12
9.02	Seniority List:	13
9.03	Probation for Newly Hired Employees:.....	13
9.04	Termination of Probationary Employee:	13
9.05	Loss of Seniority:.....	13
9.06	Retention of Seniority Rights:.....	14

9.07	Transfer and Seniority Outside Bargaining Unit:.....	14
9.08	Change in Employment Status:.....	14
	ARTICLE 10 – EMPLOYEE PERFORMANCE REVIEW PROMOTIONS.....	15
10.01	Employee Performance Review:.....	15
	ARTICLE 11 – FILLING OF VACANCIES	15
11.01	Job Postings:.....	15
11.02	Information in Postings:	15
11.03	Role of Seniority in Promotions and Transfers:	15
11.04	Trial Period:.....	15
11.05	Promotions Requiring Higher Qualifications:	16
11.06	Accommodation of Employees:.....	16
11.07	Return to Work:.....	17
11.08	Graduated Return to Work:.....	18
	ARTICLE 12 – LAYOFFS AND RECALLS	18
12.01	Definition of Lay-off:.....	18
12.02	Role of Seniority in Lay-offs:	18
12.03	Recall Procedure:.....	18
12.04	No New Employees:.....	18
12.05	Advance Notice of Lay-offs:.....	18
12.06	Recall after Layoff:.....	19
12.07	Automatic Layoff:.....	19
	ARTICLE 13 – HOURS OF WORK.....	20
13.01	Regular Daily Hours:.....	20
13.02	Standard Weekly Hours:	20
13.03	Provisions for Staff Meetings:.....	20
13.04	Extra Shifts for Part-time Employees:	20
13.05	Rest Periods:	20
13.06	Meal Breaks:.....	20
	ARTICLE 14 – OVERTIME	20
14.01	Overtime Defined and Compensation:.....	20
14.02	Additional Hours for Part-time Employees:	21
14.03	Minimum Overtime:.....	21
14.04	Advance Notification of Overtime:.....	21

14.05	Call Back Pay Overtime:.....	21
ARTICLE 15 – HOLIDAYS		21
15.01	Paid Holidays:.....	21
15.02	Compensation for Holidays Falling on Saturday or Sunday:.....	21
15.03	Hours of Work on Christmas Eve Day (December 24):.....	22
ARTICLE 16 – VACATIONS		22
16.01	Length of Vacation:.....	22
16.02	Time of Vacation:.....	22
16.03	Compensation for Holidays in Vacations:.....	23
16.04	Unbroken Vacation Period:.....	23
16.05	Approved Leave of Absence in Vacation:.....	23
ARTICLE 17 – SICK LEAVE.....		23
17.01	Definition of Sick Leave:	23
17.02	Annual Paid Sick Leave:.....	24
17.03	Accumulation of Sick Leave:.....	24
17.04	Deductions from Sick Leave:.....	24
17.05	Sickness to be Reported:	24
17.06	Sick Leave During Leave of Absence:	24
17.07	Sick Leave Records:	24
ARTICLE 18 – LEAVES OF ABSENCE.....		25
18.01	Leave of Absence for Full-time Union or Public Duties:.....	25
18.02	Maternity, Parental and Adoption Leave:.....	25
18.03	Grief Leave:.....	26
18.04	Funeral Leave:.....	26
18.05	Preservation of Seniority/Benefits During Maternity, Adoption, and Parental Leave:.....	26
18.06	Emergency Leave:.....	26
18.07	Juror or Court Witness Duty Leave:	26
18.08	Canadian Citizenship Application:	26
18.09	General Leave:.....	27
18.10	Leave of Absence for Union Functions:	27
18.11	Intimate Partner Violence.....	27
ARTICLE 19 – STAFF DEVELOPMENT AND TRAINING.....		28
19.01	Staff Development and Training:.....	28

19.02	ECE Certificate/Diploma reimbursement	28
ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCE.....		29
20.01	Pay Days:	29
20.02	Equal Pay for Equal Work:	29
20.03	Wage Schedule:	29
20.04	Rate of Pay on Qualification Upgrade:	29
20.05	Pay on Temporary Transfers, Lower Rate Jobs:	29
20.06	Temporary Performance of Higher Duties:	29
ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY		30
21.01	Co-operation on Safety:.....	30
21.02	Violence Policy:.....	30
21.03	Harassment:	30
21.04	Principle of Fair Treatment:	31
21.05	Shared Responsibility:.....	31
21.06	Co-operation:	31
21.07	Policy:	31
21.08	Attempt to Resolve:.....	31
ARTICLE 22 – GENERAL CONDITIONS.....		32
22.01	Accommodation:	32
22.02	Mileage Allowance:.....	32
22.03	Staff Meeting Attendance:.....	32
22.04	Paid Days Off:	32
22.05	Plural, Feminine or Masculine Terms May Apply:	33
22.06	Eyeglasses Replacement/Repairs:.....	33
22.07	Payment for Lice Solution:.....	33
ARTICLE 23 – EMPLOYEE BENEFITS.....		33
23.01	Benefit Plan:	33
23.02	Multi-Sector Pension Plan:.....	33
ARTICLE 24 – BANKRUPTCY		35
24.01	Bankruptcy:.....	35
ARTICLE 25 – JOB SECURITY		36
25.01	Restrictions on Contracting Out:.....	36
ARTICLE 26 – COPIES OF THE AGREEMENT		36

26.01	Copies of Agreement:	36
	ARTICLE 27 – TERM OF AGREEMENT	36
27.01	Duration:	36
27.02	Notice of Changes:	36
27.03	Wage Reopener:	36
	SCHEDULE “A”	38
	Letter of Understanding	39

THIS AGREEMENT MADE THIS 28 OF March, 2024

BETWEEN

GLENCAIRN CHILD CARE CO-OPERATIVE

hereafter called "the employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4449

hereafter called "the union".

WHEREAS the union was certified by the Labour Relations Board of Saskatchewan to be the exclusive collective bargaining agent for all employees of the employer by certification order dated June 5, 2001;

AND WHEREAS the employer and the union recognize and agree they seek to maintain a relationship to recognize a mutual value of joint discussions and negotiations in all matters pertaining to the work conditions and *employee services, subject to the Child Care Act and Child Care Regulations*;

AND WHEREAS the parties agree to settle conditions of employment through this agreement.

NOW THEREFORE this agreement witnesseth as follows:

DEFINITIONS

- a) **“bargaining unit”** shall mean the employees of the employer but which shall not include the director and any other employee excluded by Order of the Labour Relations Board or by mutual agreement between the parties.
- b) **“board of directors”** shall mean the board of directors as elected by the members of the employer from time to time, in accordance with the by-laws.
- c) **“casual employee”** shall mean a person who works on a call-in basis, whether or not hours of work are scheduled in advance to substitute for full-time or part-time employees.
- d) **“child”** means any person under the age of 13 years who is at the premises for the purpose of receiving childcare services from the employer.
- e) **“child care services”** shall mean the supervision and care of a child at the premises of the employer, which shall include the duties of an employee.
- f) **“daycare”** shall mean the activities of the employer at the premises, including childcare services.
- g) **“director”** shall mean the person employed by the employer and designated as the director, which person shall not be a member of the bargaining unit.
- h) **“full-time employee”** means a person who is regularly scheduled to work at least 40 hours per week and is no longer a probationary employee.
- i) **“part-time employee”** means a person who is regularly scheduled to work less than 40 hours per week and is no longer a probationary employee.
- j) **“parent”** shall mean the parent or guardian of a child who has been placed in the care of employer.
- k) **“premises”** shall mean the main facilities of the employer for the purposes of providing child care services, as may exist from time to time.
- l) **“probationary employee”** shall mean an employee who has been employed by the employer for three months or as otherwise specified.
- m) **“regulations”** means the Child Care Regulations, 2001, S/Reg. c.C-7.3 reg. 2, or any amendments, alterations, or replacement regulation to the said regulation.
- n) **“steward”** means the employee designated by the union from time to time to act as the steward for the purposes of this agreement.
- o) **“volunteer”** shall mean a person who offers their services to the employer without monetary compensation and includes a person who offers their services to the employer in return for credits against the cost of the employer providing services to a child in the care of the employer.
- p) **“The Act”** means the *Child Care Act, s.s. 1989-90 c.C-7.3* (as amended).

ARTICLE 1 – RECOGNITION AND NEGOTIATION

1.01 Bargaining Unit:

The employer recognizes the Canadian Union of Public Employees, Local 4449 as the sole exclusive collective bargaining agent for all the members of the bargaining unit, and hereby agrees to negotiate with the union concerning all matters effecting the relationships between the parties, aiming toward a peaceful and negotiated settlement of any differences that may arise between them.

1.02 Work of Bargaining Unit:

The use of volunteers will not have any negative impact on any term or condition of employment of any member of the bargaining unit.

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency or as mutually agreed by the parties or to meet the ratios of the centre, provided that all casual staff have been called and are unavailable to work.

1.03 Volunteers:

The union agrees that volunteers may perform work, which may include jobs performed by members of the bargaining unit, in order to earn parent participation points, as that term is defined in the policies of the employer, which parent participation points assist the parent in the cost associated with Child Care Services.

1.04 Necessity:

The union further recognizes that, from time to time, in order to comply with the provisions of the act and regulations, it may be necessary to have volunteers assist with responsibilities associated with the employer's business. The union recognizes and agrees that, where this is required, volunteers may assist in the duties of the employer, which may include duties of members of the bargaining unit, in order to ensure ongoing compliance with the act and regulations.

1.05 Director:

- a) The union further recognizes that the director must, in accordance with the act and regulations, supervise the activities of all employees properly, and must assist in the care of children as much as possible or as may be needed. Any work of the director in fulfilling the obligations of the act and regulations shall not constitute a breach of the agreement.
- b) The director/supervisor or designate shall be informed by floor staff if additional staff are needed in an area to maintain ratios established by the Child Care Branch.

The director/supervisor or designate shall ensure that those ratios are maintained at all times.

- c) Reporting requirements regarding possible child abuse shall be clearly conveyed to all staff and rigorously adhered to by all staff as per Child Care Regulations and Social Service Protection Requirements.

1.06 No Other Agreements:

No party to this agreement shall be required or permitted to make a written or verbal agreement with any other party to this agreement which may conflict with the terms of this agreement.

1.07 Management Rights:

The union recognizes that it is the function of the employer to manage the affairs of the business and to direct the working forces, subject to the terms of this agreement. Such management functions shall include the right to:

- a) schedule working hours and duties, reduce hours if necessary,
- b) hire, promote, demote, transfer, suspend and discharge for just cause,
- c) lay-off and recall,
- d) day to day operation of the centre,
- e) maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations shall primarily be designated to safeguard the interest of the children and efficiency of the operation of the day care.

1.08 Employer Policy:

All policies that are presently in place and policies that will be put in place by a majority vote of the board of directors, insofar as they do not conflict with this agreement at any time during this contract must be followed by all employees of the employer. This includes all policies in the Glencairn Child Care staff handbook (as amended by the board as necessary), parent handbook (as amended by the board as necessary) and any other policies that are or will be in place. The policies include the job descriptions for childcare workers and the cook.

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,

political or religious affiliation, sex, marital or parental status, sexual orientation, physical appearance, place of residence, nor by reason of their membership or activity in the union, or any other reason.

ARTICLE 3 – UNION MEMBERSHIP REQUIREMENT

3.01 Union Memberships:

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, 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 in the bargaining unit any monthly dues, initiation fees, or assessments levied, in accordance with the union Constitution and bylaws.

4.02 Deductions:

Deductions shall be made from each pay cheque and shall be forwarded to the National Secretary-Treasurer of the union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made and a completed direct remittance form supplied by the union. A copy of this information shall be submitted to the local.

4.03 Dues Receipts:

The employer agrees to record all union dues paid in the previous year on the employee's income (T-4) slip.

4.04 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.

4.05 Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the local executive on a quarterly basis.

ARTICLE 5 – LABOUR MANAGEMENT/BARGAINING RELATIONS

5.01 Labour Management Committee:

An ongoing Labour Management committee shall be established to review, discuss and where possible, resolve any issues relating to the workplace except grievances.

The committee shall consist of two (2) representatives of the Union and two (2) of the employer.

The Committee shall meet **bi-annually** or more frequently when mutually agreed by the union and the employer.

5.02 Representation:

The employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit without proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson. In order that this may be carried out, the union shall supply the employer with the names of its officers. Until advised otherwise by the board of directors, the union shall communicate with the daycare through the director and/or the personnel committee of the board of directors.

5.03 Union Bargaining Committee:

A union bargaining committee shall be appointed and consist of not more than five (5) members of the union. The union will advise the employer of the union nominees to the committee.

5.04 Function of Bargaining Committee:

All matters pertaining to working conditions shall be referred by the union bargaining committee to the employer for discussion and settlement or likewise be referred by the employer to the union bargaining committee.

5.05 Representatives 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, to investigate and assist in the settlement of a grievance. For such access, prior notification shall be given to the director and the time will be arranged to limit disruption of the normal functioning of the daycare.

5.06 Technical Information:

The employer shall make available to the union, on request, information required by the union such as job descriptions, job classifications and wage rates for positions in the bargaining unit. Other technical information or documents directly related to employment issues defined in this agreement shall likewise be made available for use exclusively for the purpose of collective bargaining. The union shall guarantee the confidentiality of any specific information contained therein.

5.07 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. The correspondence for the director can be directed to the premises of the employer. Correspondence directed to the secretary of the local union will be directed as the union may advise on an annual basis or personally delivered to the steward if no address has been provided.

5.08 Union Bulletin Boards:

The employer will provide a union area in each worksite. These areas will be easily accessible to employees.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Definition of Grievance:

A grievance shall be defined as any difference or dispute between the employer and any member of the bargaining unit or the union pertaining to any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or the working

conditions of any employee or employees, or any matter involving the interpretation, application or alleged violation of any provision of this agreement.

6.02 Recognition of Grievance Committee:

To provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union grievance committee.

6.03 Handling Grievances During Work Hours:

The grievance committee has the right to secure permission from the director to leave assigned duties for a reasonable period and so as not to disrupt the daycare to discuss any grievance with appropriate representatives of the employer. The grievance committee members shall not lose any pay or other benefit for time so spent, unless the meeting cannot be arranged during normal work hours, if in the opinion of the director, a meeting cannot be held without disrupting the daycare. If the meeting is held outside of normal work hours of any grievance committee member, such member shall not be entitled to any pay for such meeting.

6.04 Settling of Grievances:

Step 1 – Informal Discussion

It is understood that before a grievance is submitted at Step 2, the local of the union shall attempt to resolve the dispute through discussion with a supervisor designated by the employer. This discussion shall take place within ten (10) working days of discovery of cause for complaint. If the matter is not settled to the local of the union's satisfaction, the local of the union may proceed to Step 2 of the grievance procedure.

Step 2

Failing resolution through Step 1, the union shall submit the grievance in writing to the director within ten (10) working days of the informal discussion. The grievance will indicate what articles or clauses in the agreement have been violated. The grievance committee shall meet with the director within five (5) working days after the grievance has been filed. The director shall give their decision within five (5) working days from the date of such meeting.

Step 3

Failing satisfactory settlement at Step 1, the grievance committee, within ten (10) working days of receiving the director's decision shall refer the dispute to the employer's Board of Directors to be dealt with at their next regularly scheduled board meeting or within thirty (30) days, whichever comes first. The board shall give its decision within ten (10) working days.

Step 4

Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration within ten (10) working days of the Board's decision, in accordance with *The Saskatchewan Employment Act*, and Article 7 of this agreement.

6.05 Grievances in Writing:

Grievances shall be submitted in writing, as shall replies and all matters pertinent in the grievance process.

6.06 Procedure When Time Limits Expire:

If the director, or the chair of the board of directors do not reply within the prescribed time limits, and have not requested or been refused an extension, the union shall have the right to proceed to the next step. If the union does not reply within the prescribed time limits, and has not requested or been refused an extension, the grievance will be deemed to be settled on the basis of the employer's reply at the previous step.

6.07 Provision of Payroll Information:

The employer agrees to provide all relevant payroll information concerning any grievance to the officers of the union upon request, with the written consent of the employee or employees concerned.

6.08 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, if the arbitrator deems it just and equitable.

6.09 Elder at Grievance Meetings:

During any grievance meeting where an Indigenous grievor is present and at the request of the grievor, an Elder of their choice will be present.

ARTICLE 7 – ARBITRATION

7.01 Composition of Board of Arbitration:

The parties agree to a single arbitrator chosen in rotation from a list agreed by the parties, or as appointed by the Minister of Labour.

7.02 Board Procedure:

The arbitrator shall determine **their** 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 arbitrator shall, as much as possible, follow a layperson's procedure and shall attempt to avoid **legalistic or formal** procedures. **They** shall hear and determine the difference or allegation and render a decision within twenty (20) calendar days from the time the chairperson is appointed.

7.03 Decision of the Board:

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

7.04 Disagreement on Decision:

Should the parties disagree as the meaning of the **arbitrator's decision**, either party may apply to the chairperson of the board of arbitration to reconvene the board to clarify the decision, which it should do within seven (7) working days.

7.05 Expenses of the Board:

Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

7.06 Amending of Time Limits:

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

7.07 Witnesses:

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses or any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 8 – DISCHARGE, SUSPENSION, AND DISCIPLINE

8.01 Suspension and Discharge:

An employee may only be disciplined or dismissed for just cause.

8.02 Progressive Discipline:

The employer agrees to the principles of progressive discipline. The onus for demonstrating that discipline was required and appropriate shall be on the employer.

8.03 Disciplinary Sanctions:

Warnings related to an employee's poor work performance shall be made within **five (5)** working days of the alleged incident coming to the Director's attention. Copies of written warnings shall be sent to the onsite union representative. Notice of a verbal warning shall be included in the employee's file after the employee initials the notice.

During any discussions with an employee on any discipline, an employee shall be accompanied by a member of the union executive or Union Steward of their choice. If both these procedures are not followed, any expressions of dissatisfaction shall not become a part of the employee's records or be used against the employee at any time.

During any disciplinary meetings where an Indigenous employee is present and at the request of the employee, an Elder of their choice will be present.

8.04 Re-Instatement:

An employee whose suspension is overturned in either the grievance procedure or by arbitration, or who is ordered to be reinstated as a result of a termination being reversed by the arbitration procedure, shall be reinstated to the position formerly held by the employee, without loss of seniority. The employee shall be compensated for all time lost in an amount that the parties shall either agree to, or which the arbitrator shall direct. In reaching the amount of compensation, the arbitrator shall take into account income earned to mitigate the employee's loss.

8.05 Personnel Records:

Employees shall have the right to have access to and review their personnel record. Any material disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual settlement thereof shall become part of an employee's record. No evidence of which the employee was not aware may be introduced as evidence in any hearing. Employees shall have the right to make copies of any material contained in their personnel record upon a release of the employer of confidentiality obligations.

Employees' record shall not be used against them at any time after twelve (12) months following a disciplinary action, including any letter of reprimand or adverse reports.

8.06 Resignation:

Employees desiring to **resign** employment with the employer will give two (2) weeks written notice of such **resignation**. Such notice may be altered by mutual agreement. Employees who **resign** will, upon request, be given a service letter stating length of time employed, job classification and duties.

8.07 Payment of Wages and Benefits of Discharged and Resigned Employees:

Employees who are discharged or who **resign** their services with the employer shall be paid all wages, benefits and vacation pay due them on the first subsequent pay day following **resignation** or discharge time.

8.08 Crossing of Picket Line During Strike:

An employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this union shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action. The employer should receive immediate notification of such action. An employee who refuses to cross a picket line will not be entitled to any pay from the employer while absent from work.

ARTICLE 9 – SENIORITY

9.01 Seniority Defined:

Seniority is defined as the total number of service hours, including service prior to certification with the employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

An employee shall earn seniority for:

- a) all actual hours worked excluding overtime;
- b) annual vacations or vacation payout;
- c) paid holidays;
- d) all paid leaves
- e) consecutive time off while receiving benefits under *The Worker's Compensation Act*;
- f) maternity leave;
- g) parental leave;
- h) adoption leave

In the case of part-time and casual employees on maternity, adoption or parental leave, seniority shall accrue based on the following formula:

Hours of seniority accumulated during the 52 weeks immediately	--	seniority hours per week of leave

52		

9.02 Seniority List:

The employer shall maintain a seniority list showing the date upon which the employee's service commenced and the number of service hours the employee has accumulated as per article 13.01. An up-to-date seniority list shall be sent to the union and posted on the bulletin board on April 1 of each year. Employees shall have two (2) weeks to advise the employer of any errors in the list. On proof of error, the employer shall revise the list.

9.03 Probation for Newly Hired Employees:

- a) A newly hired full-time employee shall be on probation for three (3) months beginning on the start date.
- b) A newly hired part-time employee shall be on probation for four hundred and eighty (480) paid hours or four (4) months, whichever comes first, beginning on the start date.
- c) A newly hired casual employee shall be on probation for two hundred (200) paid hours or three (3) months, whichever comes first, beginning on the start date.

The probationary period may be extended by mutual agreement between the employer and the union.

The employer shall pay one hundred percent (100%) of the cost of a newly hired employee's police record check once the probationary period is completed and a receipt is provided.

9.04 Termination of Probationary Employee:

Any time during the probationary period, the employer may terminate a newly hired employee for reasons of unsuitability. A probationary employee shall be entitled to all rights of the collective agreement.

9.05 Loss of Seniority:

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff or leave of absence approved by the employer. An employee shall lose all seniority and shall be deemed to have terminated employment if the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns in writing; and does not withdraw the resignation within twenty-four (24) hours;

- c) does not respond to recall to employment from layoff after one (1) week's notice;
- d) is laid off and is not recalled for a period longer than twelve (12) consecutive months;
- e) fails to report to work immediately following the expiration of a leave of absence when available work coincides with the expiry of the leave;
- f) retires;
- g) is a casual employee and has not worked for eight (8) weeks, unless she or he has advised the employer in that eight (8) week period that she or he is available to work and has indicated the times she or he is available to work;
- h) is a casual employee and declines three (3) shifts during the time(s) she or he has indicated she or he is available to work.

9.06 Retention of Seniority Rights:

If an employee resumes employment within twelve (12) months of lay-off, they shall retain seniority rights accumulated prior to lay-off.

9.07 Transfer and Seniority Outside Bargaining Unit:

Employees shall not be transferred to a position outside the bargaining unit without their consent. If employees are transferred, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Employees filling permanent and temporary vacancies shall have the right to return to their former position and wage or salary scale, without loss of seniority at any time during their trial period which shall not exceed four hundred and eighty (480) hours. Any employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, and wage or salary scale, without loss of seniority. For temporary vacancies, which exceed four hundred and eighty (480) hours, employees will retain the right to return to their former position and wage or salary scale without loss of seniority after the term of their appointment is completed.

9.08 Change in Employment Status:

Permanent full-time or permanent part-time employees may change employment status (from full-time to part-time or casual or from part-time to casual) by submitting a letter to the Director no less than fifteen (15) working days prior to the date the change in status is to take effect.

Employees who change employment status shall retain seniority earned to the date of the change in status and shall thereafter continue to earn seniority according to the provisions of Article 9.01 Seniority Defined.

ARTICLE 10 – EMPLOYEE PERFORMANCE REVIEW PROMOTIONS

10.01 Employee Performance Review:

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. An employee's signature on their review shall not constitute an agreement with the contents of the review. Performance reviews shall not be used for any matter related to discipline or filling of vacancies. Performance reviews shall not be subject to the grievance procedure.

ARTICLE 11 – FILLING OF VACANCIES

11.01 Job Postings:

When a vacancy occurs or a new position is created inside or outside of the bargaining unit; the employer shall notify the union in writing and post notice of the position in the employer's premises for a minimum of one (1) week. The employer shall be entitled to advertise the position generally concurrently with the union posting. Priority would be given to applicants from within the bargaining unit.

11.02 Information in Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills and shifts. Such qualifications may not be established in an arbitrary or discriminatory manner. For positions inside the bargaining unit, the notice shall include wage or salary rate or range.

11.03 Role of Seniority in Promotions and Transfers:

Both parties recognize:

- a) the principle of promotion within service of the employer;
- b) 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.

11.04 Trial Period:

The successful applicant shall be placed in trial for a period of three (3) months. The employer shall not curtail the trial period without just cause, before it has run its full course. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to remain in the new job classification, the employee

shall be returned to their former position, wage or salary scale without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

11.05 Promotions Requiring Higher Qualifications:

Consideration for promotion will be given to any senior applicant including casual employees who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employees will be given a trial period of three (3) months to qualify and will revert to their former position if the required qualifications are not met within such time. Employees shall be advised in writing of the necessary qualifications to be achieved and the time in which they must be achieved.

11.06 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 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.

c) Accommodation Meetings:

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

11.07 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.

- 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 positions.

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 within six (6) months, 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 within six (6) months, the employee's position will be posted and filled permanently.

- c) 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.

11.08 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 of the union representation during this discussion. Should the modification be possible, the employee shall be expected to return or continue working.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Definition of Lay-off:

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work.

12.02 Role of Seniority in Lay-offs:

Both parties recognize that job security increase in proportion to length of service. Therefore, in the event of a lay-off and where program requirements permit, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

12.03 Recall Procedure:

Employees shall be recalled in order of their seniority to positions for which they are qualified.

12.04 No New Employees:

No new employees shall be hired until those laid off have been given the opportunity of recall to positions for which they are qualified.

12.05 Advance Notice of Lay-offs:

Unless legislation is more favorable to the employees the employer shall notify employees of lay off as follows:

- a) one (1) weeks written notice, if the start date of the employee as a full-time or part-time employee is within one (1) year of the lay off;
- b) two (2) weeks written notice, if the start date of the full-time or part-time employee is one (1) year or more but less than three (3) years;
- c) four (4) weeks written notice, if the start date of the employee is three (3) years but less than five (5) years;
- d) six (6) weeks written notice, if the period of employment is five (5) years, but less than ten (10) years;
- e) eight (8) weeks written notice, if the start date of the full-time or part-time employee is ten (10) years or more.

The employer shall be allowed, as its sole discretion, to pay wages for the effective notice period in lieu of actual notice.

Casual employees shall be entitled to be advised by the employer of the fact that full-time and part-time employees have been laid off, but shall otherwise have no right to notice.

12.06 Recall after Layoff:

As per Article 9.05 (c), an employee must respond to recall to employment after one (1) week's notice via registered letter to the employee's address. If the employee responds to recall but does not return to work within two (2) weeks or as approved by the Director, the employee will be considered terminated.

12.07 Automatic Layoff:

Employees who work on the basis of the school year shall be deemed to be laid off for the school vacation periods and will be issued a Record of Employment.

Recall following the school vacation period shall be automatic unless the Director of the daycare, or designate, has served termination or indefinite layoff notice pursuant to Article 12.05.

This article will serve as notice of layoff and recall for the school vacation periods during the term of the agreement.

Employees who work the school year shall be given the opportunity based on seniority to fill vacation relief shifts at the centre when the before and after school program is not operating.

Employees not planning to return the following summary vacation period will give notice to employer by June 15.

ARTICLE 13 – HOURS OF WORK

13.01 Regular Daily Hours:

The regular hours of work are eight (8) hours daily. Regular daily hours shall not commence before 6:30 a.m., nor finish later than 6:00 p.m. with the exception of extenuating circumstances. No eight-hour shifts shall be spread over a period longer than nine (9) hours except by mutual consent.

13.02 Standard Weekly Hours:

The standard weekly hours will be forty (40) hours weekly for full-time employees.

13.03 Provisions for Staff Meetings:

The employer shall schedule staff meetings as and when required. Compensation will be paid in accordance with Labor Standard Regulations.

13.04 Extra Shifts for Part-time Employees:

- a) Part-time workers, “in order of seniority”, will be given the first opportunity to accept extra hours of work up to full-time hours, as defined by standard weekly hours.
- b) Casual employees shall be called in at the discretion of the director, which shall be based upon the director’s ability to fill the need for casual employees.

13.05 Rest Periods:

Employees scheduled to work any shift that is four (4) hours or more in length shall be entitled to one fifteen (15) minute rest break, as scheduled by the director.

13.06 Meal Breaks:

Full-time employees shall be provided a one (1) hour unpaid lunch break, as scheduled by the Director. Part-time employees shall be provided with an unpaid meal break of such length and such time as mutually arranged between the employee and the Director.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined and Compensation:

All time in excess of eight (8) hours a day shall be considered overtime, as shall all hours worked on statutory holidays.

Any overtime worked by an employee requires the advanced approval of the Director and shall be paid at the rate of 1.5 times the normal hourly rate. Overtime shall be calculated and paid according to Labor Standard Regulations.

14.02 Additional Hours for Part-time Employees:

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

14.03 Minimum Overtime:

Except in the case of an emergency, overtime work shall be on a voluntary basis. The employer shall keep overtime to a minimum. In emergency circumstances, the union recognizes an obligation upon the employees to work up to four (4) hours of overtime per week.

14.04 Advance Notification of Overtime:

The employer will endeavor to give as much notice as possible if the employer wishes the employee to work overtime.

14.05 Call Back Pay Overtime:

A full-time 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.

ARTICLE 15 – HOLIDAYS

15.01 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
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day

15.02 Compensation for Holidays Falling on Saturday or Sunday:

When any of the above-noted holidays fall on a Saturday or a Sunday and is not proclaimed as being observed on some other day, the employees shall receive one (1) of the other

adjacent days as the holiday. This shall be done in accordance with the flexibility of the daycare and the schedule shall be posted two weeks in advance.

15.03 Hours of Work on Christmas Eve Day (December 24):

Hours of work on Christmas Eve Day (December 24th) will not extend past one (1) p.m. Employees will be paid for the remainder of their regular shift.

ARTICLE 16 – VACATIONS

16.01 Length of Vacation:

- a) A full-time employee or part-time employee shall receive an annual vacation, with pay, in accordance with the employees years of employment; as follows:
 - i. An employee with one (1) year or more of service and less than five (5) years shall be entitled to fifteen (15) days per year.
 - ii. An employee who has five (5) years or more of service with the employer shall be entitled to twenty (20) days per year.
 - iii. An employee who has thirteen (13) years or more service with the employer shall be entitled to twenty-five (25) days per year.
 - iv. An employee who has eighteen (18) years or more service with the employer shall be entitled to thirty (30) days per year.

For the purpose of calculating vacation pay, the following formula shall be used:

$$\frac{\text{NUMBER OF HOURS ELIGIBLE DURING THE PERIOD} \times \text{HOURLY RATE} \times \text{VACATIONS}}{\text{FULL-TIME HOUR IN THE PREVIOUS YEAR}} = \text{TOTAL VACATION PAY ENTITLEMENT DURING THE YEAR}$$

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

Full-time employees will have their accrued vacation pay noted on each pay cheque.

Casual and part-time employee's vacation pay shall be paid to the employee on each pay cheque.

16.02 Time of Vacation:

The vacation year shall be April 1st to March 31st. At any time during the months between January 1st and the end of February employees can submit a written request for the following vacation year. Only ten (10) of these days will be seniority based. The

preference for these ten (10) days must be included on the request form. During the months of July and August vacation requests must be a full five (5) days in one (1) week. The request must be handed directly to management and signed by management immediately. The Director will make every effort to notify the employee as soon as possible if their request has been approved but will be no later than five (5) working days after the end of February. Management will post a vacation schedule by April 1st.

After the end of February, seniority will not apply. Vacation time will be approved on a first request basis. Any vacation requests submitted after March 1st must be given to management at least one (1) month prior to the requested time off. The Director will notify the employee within five (5) working days if their request has been approved. During the months of July and August vacation requests for less than five (5) days in one (1) week shall be permitted.

Based on operational requirements more than one unionized staff may be on vacation at any time.

Any time off requested, after the employee's allotted vacation time (as per Article 16.01), will be considered time off without pay. Time off without pay will only be granted by management if it does not adversely affect the operation of the child care facility.

16.03 Compensation for Holidays in Vacations:

If a paid holiday falls on or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time agreed upon between the employee and the Director.

16.04 Unbroken Vacation Period:

An employee shall be entitled to receive up to two (2) weeks' vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Director.

16.05 Approved Leave of Absence in Vacation:

Where an employee is hospitalized or bereaved as per Article 18.04 during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation lost shall be reinstated for use at a later date, at the employer's approval. Sick leave credits for hospitalization shall be deducted in lieu of vacation credits.

ARTICLE 17 – SICK LEAVE

17.01 Definition of Sick Leave:

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or

treatment by a physician, chiropractor, optician or dentist, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* and includes times for absence from work due to check-ups and other preventative health care. Employees may use up to five (5) days per fiscal year of their accumulated sick leave to provide care for their child.

17.02 Annual Paid Sick Leave:

- a) Employees shall earn leave credits at the rate of eighteen (18) days per year (one and one half (1.5) per month).
- b) Sick leave credits shall be prorated for part-time employees.

17.03 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 twenty (20) working days.

17.04 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Deductions from sick leave for absences of less than a day shall be in direct proportion to time missed.

17.05 Sickness to be Reported:

Any employee absent from work because of illness must inform the staff at the day care as soon as possible and not less than one hour before the beginning of their shift, so that a substitute staff can be arranged. Employees shall not be required to identify the nature of their illness when they report their absence, unless the disease is communicable as defined by the Saskatchewan Health Authority. After two (2) consecutive days the employer may request a doctor's note.

17.06 Sick Leave During Leave of Absence:

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

17.07 Sick Leave Records:

By April 1st of each year, the employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

ARTICLE 18 LEAVES OF ABSENCE

18.01 Leave of Absence for Full-time Union or Public Duties:

- a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow unpaid leave of absence without benefits and without loss of seniority so that the employee may be a candidate in federal, provincial, **First Nation** or municipal elections.
- b) An employee who is elected to public office shall be allowed unpaid leave of absence without benefits and without loss of seniority during their term of absence.
- 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 unpaid leave of absence without benefits and with seniority accumulation for a period of one (1) year. Such leave shall be renewed each year, on request, during the employee's term of office, provided satisfactory arrangements can be made to fill the employee's position during the leave.

18.02 Maternity, Parental and Adoption Leave:

- a) An employee who is pregnant is entitled to an unpaid maternity leave of nineteen (19) weeks commencing at any time during the period of thirteen (13) weeks preceding the estimated date of birth, and no later than the date of birth.
- b) An employee whose pregnancy terminates on a date not more than fourteen (14) weeks before the estimated date of birth due to a miscarriage or a stillbirth may take an unpaid leave.
- c) An employee is entitled to an unpaid adoption leave of nineteen (19) weeks commencing on the date on which the child comes into the employee's care or becomes available for adoption if the employee is to be the primary caregiver of the adopted child during the period of leave.
- d) An employee who is a parent of a newborn child or newly adopted child is entitled to an unpaid parental leave of fifty-nine (59) weeks if the employee has taken a maternity or adoption leave or **seventy-one (71) weeks** in other cases.
- e) The unpaid parental leave may be extended with approval of the Executive Director.
- f) While on maternity/parental/adoption leave, an employee shall retain their seniority and all accumulated benefits.
- g) When an employee decides to return to work after a maternity/parental/adoption leave, shall provide the employer with at least two (2) weeks' notice. On return from the

maternity/parental/adoption leave, the employee shall be placed in their former position subject to any general increase.

18.03 Grief Leave:

An employee shall be granted leave of up to five (5) working days with pay for every employee who, after three (3) months of continuous employment with the employer, experiences the death of a member of their immediate family. The immediate family shall mean a spouse or common-law partner, parent, grandparent, grandchild, child, brother or sister of an employee or of a spouse or common-law partner of the employee. Any leave granted must be taken within the period commencing one week before and one week after the period following the event relating to the death for which leave is granted. Additional unpaid leave shall be granted as approved.

18.04 Funeral Leave:

Employees shall be granted up to eight (8) hours off without pay to attend the funeral of any other relative or close friend.

18.05 Preservation of Seniority/Benefits During Maternity, Adoption, and Parental Leave:

While on maternity, adoption or parental leave, an employee shall continue to accumulate seniority and right of recall in accordance with this agreement.

18.06 Emergency Leave:

An employee shall be granted one (1) day leave of absence with pay and without loss of seniority or benefits if there is a serious fire or flood in the employee's home.

18.07 Juror or Court Witness Duty Leave:

The employer shall grant an unpaid leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court.

18.08 Canadian Citizenship Application:

Special leave, with pay, shall be granted to an employee to:

- process their Canadian Citizenship Application.
- attend the examination required to become a Canadian citizen.
- attend the swearing in ceremonies of new Canadians involving self, spouse, children and/or parents.

18.09 General Leave:

An employee shall be entitled to leave of absence without pay and benefits when the employee requests such leave with sufficient cause, at the sole discretion of the employer.

18.10 Leave of Absence for Union Functions:

Upon approval of the Director up to two (2) employees shall be granted leave of absence without pay for up to five (5) days to attend to union business. Such leave shall be requested in writing at least ten (10) working days in advance. Such approval shall not be unreasonably withheld.

During absences on union leave, employees shall be compensated as though they were at work. The employer will invoice the union for wages and benefits paid during the union leave, and the union will reimburse the employer within two (2) weeks of receiving the invoice.

18.11 Intimate Partner Violence

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 or abuse in their personal life is entitled up ten (10) days of leave (5 days paid and 5 days unpaid) consecutively or intermittently in a fifty-two (52) week period, as needed by the employee if they or their children are victims of interpersonal violence or are the perpetrator seeking treatment.

An employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety, should such 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. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 19 – STAFF DEVELOPMENT AND TRAINING

19.01 Staff Development and Training:

- a) At any time, in order to maintain employment, an employee may be required to attend a class, a workshop or conference. In such circumstances the employer will cover registration costs.
- b) For employees wanting to further their education, two (2) Saskatchewan Polytechnic ECE classes will be paid for during one fiscal year for eligible staff. Once an employee has successfully completed and passed the course, the employer shall reimburse the full amount of the course cost, with 50% of the cost reimbursed upon completion of the course and the remaining 50% of the cost reimbursed when the employee has worked six (6) months from the date that the course was completed.

Staff, who so choose, will be reimbursed by the Ministry of Education for Early Childhood Education classes. Such staff must follow Ministry of Education guidelines and are responsible to provide all relevant material and fill out all relevant forms in order to receive payment for classes.

- c) One conference a year shall be paid, upon prior approval from the board of directors. Workshops shall be paid for upon approval from the board.
- d) The employer shall pay 100% of the cost for first aid/CPR.
- e) The employee agrees to schedule each conference course or training so as not to interfere with their work schedule with the employer. In the event an employee chooses to schedule a conference or training class at a time they are scheduled to work, the employee shall not receive any pay for such time off to attend any such conference or class. If such class or conference is only available on days the employee is scheduled to work and the employer approves the class or conference, the employee will be paid for the time of the class or conference at their regular hourly rate.

19.02 ECE Certificate/Diploma reimbursement

Upon receipt of notification from the Ministry that an employee has completed their ECE certificate/diploma and therefore are eligible for the higher rate of pay as identified in Schedule A, the employer shall reimburse the employee retroactively to the date noted on the certificate/diploma and immediately place them into the appropriate step in the wage schedule.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCE

20.01 Pay Days:

The employer shall pay salaries and wages on the 15th and the last day of the month. When the 15th falls on a weekend, the employee shall be paid on the preceding Friday.

When the last day of the month falls on a weekend, the employee shall be paid on the preceding Friday. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

20.02 Equal Pay for Equal Work:

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

20.03 Wage Schedule:

Employees shall be paid in accordance with Schedule “A” and their classification.

20.04 Rate of Pay on Qualification Upgrade:

When an employee upgrades their qualifications and such upgrading would not otherwise result in any increase in salary at the time, such employee shall be placed at the step in the employee’s new classification which will provide an immediate increase over the employee’s previous salary rate. The date of upgrading to the new classification shall become the anniversary date for application for the salary progression.

20.05 Pay on Temporary Transfers, Lower Rate Jobs:

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

20.06 Temporary Performance of Higher Duties:

An employee that is temporarily asked to relieve and perform the duties of a higher paying position shall be paid at a rate of fifteen 15% higher than their current rate of pay after one (1) continuous hour. The employee and director will sign a T.P.H.D. sheet indicating such hours. It is the responsibility of the employee to submit the claim for increased pay in the pay period in which it falls. T.P.H.D. shall be offered to the most senior qualified employee.

ARTICLE 21 – OCCUPATIONAL HEALTH AND SAFETY

21.01 Co-operation on Safety:

The union and the employer shall co-operate in promoting and improving rules and practices, which promote an occupational environment that will enhance the physiological and psychological conditions of employees and which provide protection from factors adverse to employee health and safety.

21.02 Violence Policy:

- a) Violence means an attempted, threatened or actual conduct of a person, including children in the day care, that causes, or 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.
- b) The employer shall maintain a policy on violence that is in accordance with *The Occupational Health and Safety Act* and regulations.

21.03 Harassment:

- a) Definition of Harassment

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, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity or;

Is repeated, intentional, sexually oriented practice that undermines an Employee's health, job performance or workplace relationships or endangers an Employee's employment status or potential; or

Is repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or

Constitutes a threat to the health or safety of the worker.

- b) Examples of Harassment

Examples of harassment are:

- Verbal abuse or threats;
- 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;
- Practical jokes which cause awkwardness or embarrassment;
- 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.

21.04 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.

21.05 Shared Responsibility:

The employer(s) 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.

21.06 Co-operation:

Employees and 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.

21.07 Policy:

The employer(s) 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 (3rd) party.

21.08 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 21.07.

ARTICLE 22 – GENERAL CONDITIONS

22.01 Accommodation:

Accommodation shall be provided for employees to have their meals and change their clothes.

22.02 Mileage Allowance:

A rate of \$.45 per kilometre will be paid to employees who use their personal vehicle for childcare work. The employer will reimburse 100% of the cost of bus fare when an employee uses public transit for childcare work.

22.03 Staff Meeting Attendance:

The employer shall ensure that all part-time and full-time employees have the opportunity to attend no less than 50% of staff meetings. Meetings shall be held at the day care centre.

22.04 Paid Days Off:

- a) After one (1) year, all permanent full time and part time staff shall receive their birthday off with pay; if their birthday falls on a statutory holiday, vacation day, or weekend, the employee shall be given another day off mutually agreed to by both the employee and employer. The day shall be taken either the working day before or the first working day after the time off.
- b) After one (1) year, full-time **and part-time** employees shall be granted one (1) working day off with pay per fiscal year **according to their normal working hours**. Two (2) weeks written notice must be given for approval of this time off.

- c) After five (5) years, full-time **and part-time** employees shall be granted an additional working day off with pay per fiscal year **according to their normal working hours**. **Two (2) weeks** written notice must be given for approval of this time off.
- d) After ten (10) years, full-time **and part-time** employees shall be granted an additional working day off with pay per fiscal year **according to their normal working hours**. **Two (2) weeks** written notice must be given for approval of this time off.

22.05 Plural, Feminine or Masculine Terms May Apply:

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

22.06 Eyeglasses Replacement/Repairs:

The employer shall reimburse employees to a maximum of **two** hundred dollars (\$200.00) towards the cost of replacing or repairing eyeglasses that are damaged by children in the daycare. In order to receive this reimbursement, a detailed accident report, if possible witnessed by another staff, must be submitted to the Director on the same day as the accident occurred. A repair receipt must be provided to the Director before payment is made.

22.07 Payment for Lice Solution:

The employer shall provide lice solution or pay for the cost of lice solution for employees who have contracted lice from children in the daycare upon presentation of receipts.

ARTICLE 23 – EMPLOYEE BENEFITS

23.01 Benefit Plan:

After three (3) months of employment, employees who normally work twenty (20) hours or more per week must participate in the current benefit plan. The employer shall pay 50% of the cost of the single benefit plan premiums. The remaining 50% of the premiums shall be deducted from the employee's pay.

23.02 Multi-Sector Pension Plan:

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

- 1. (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; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by 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 includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and

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

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

2. Each eligible employee shall contribute for each pay period an amount equal to **three percent (3%)** of applicable wages to the Plan. The employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to **five percent (5%)** of applicable wages to the Plan.
3. 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.
4. 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;
- 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 WSIB (while employee retains seniority);
- period(s) of lay-off, 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.

5. 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 24 – BANKRUPTCY

24.01 Bankruptcy:

In the event of bankruptcy of the day care centre, the employer shall make every effort to pay all monies owed to employees before declaration takes place.

ARTICLE 25 – JOB SECURITY

25.01 Restrictions on Contracting Out:

In order to provide job security for the members of the bargaining unit, the employer agrees that childcare work or childcare services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, person, company or non-unit employee except where mutually agreed. In case of an emergency, use of a volunteer is permitted until a union employee can be obtained.

ARTICLE 26 – COPIES OF THE AGREEMENT

26.01 Copies of Agreement:

The union and the employer desire every employee to be familiar with the provisions of this agreement and the employee's rights and obligations under it. For this reason, the union shall make available at its expense, sufficient copies of the agreement for all employees within thirty (30) days of signing.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Duration:

This agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2025 and shall continue from year to year.

27.02 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 before the expiry date, give notice in writing to the other party of the changes proposed. Within thirty (30) working days or receipt of such notice by one party, the other party is required to enter into negotiations for a revised agreement.

27.03 Wage Reopener:

Notwithstanding the provisions of Article 27 above, this agreement may be opened for negotiation of the schedule of wages as contained in Schedule "A" in the event the provincial government grants an increase in funding for wages, benefits and/or pension costs to the employer. Any negotiated wage increase pursuant to Article 27.03 shall not exceed the amount of funding increase received from government.

It is understood and agreed in such event all the provisions of this Agreement shall remain in full force and effect.

In Witness whereof the parties hereto have caused these presents to be executed this 08 day of March, 2024.

Executed on Behalf of:
The Glencairn Child Care Cooperative

Executed on behalf of:
CUPE Local 4449

Jamara Bligh
Chifa Yeo

Brenda McLennan
Robert Patzer

RN:lg cope491

SCHEDULE "A"

Effective January 1, 2023

	No ECE	ECE I*	ECE II*	ECE III*	Cook	Assistant Director*
Start	13.66	16.95	19.60	21.46	15.70	22.36
1 Year	14.07	17.31	20.31	22.18	16.02	22.91
2 Year	14.26	18.32	21.02	22.91	16.40	24.18

Effective January 1, 2024

	No ECE	ECE I*	ECE II*	ECE III*	Cook	Assistant Director*
Start	14.66	17.05	19.70	21.56	16.70	22.46
1 Year	15.07	17.41	20.41	22.28	17.02	23.01
2 Year	15.26	18.42	21.12	23.01	17.40	24.28

Effective January 1, 2025

	No ECE	ECE I*	ECE II*	ECE III*	Cook	Assistant Director*
Start	15.66	17.05	19.70	21.56	17.70	22.46
1 Year	16.07	17.41	20.41	22.28	18.02	23.01
2 Year	16.26	18.42	21.12	23.01	18.40	24.28

**see Canada-Saskatchewan Early Learning and Child Care Agreement Letter of Understanding*

Letter of Understanding

Between

Glencairn Child Care Co-operative

and

The Canadian Union of Public Employees, Local 4449

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

In recognition of the bi-lateral *Canada-Saskatchewan Early Learning and Child Care Agreement* that changed the funding model received by the Glencairn Child Care Cooperative, the parties agree to the following:

1. The parties agree that the allocation of funding increases, investments 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.
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. In lieu of a general wage increase, all staff shall receive a bonus of fifteen cents (\$0.15) per hour calculated on their base hours in 2023, twenty cents (\$0.20) per hour calculated on their base hours in 2024, and twenty cents (\$0.25) per hour calculated on their base hours in 2025 to be paid outside of regular payroll days.
4. In the event that the bi-lateral *Canada-Saskatchewan Early Learning and Child Cre Agreement* ceases funding to the Glencairn Child Care Cooperative, the parties will endeavour to meet within 30 days of announcement to negotiate a fair and reasonable wage increase for the ECE classifications reflected in Schedule A of the collective agreement for all years that wage enhancement was received.

5. For monies received through the Early Learning and Child Care Workforce Enhancement Grant in fall 2022, shall be distributed equitably among all certified and exempted ECEs, including those on an approved leave, regardless of classification, in the following manner:

- \$805.56 per ECE

Dated this 21 day of March, 2024.

On behalf of CUPE Local 4449:

Brenda McStennan
Robin Patzer

On behalf of Glencairn Child Care Co-operative

Jamara Berger
Amy Lee