

COLLECTIVE AGREEMENT

BETWEEN

WASCANA EARLY LEARNING CENTRE CO-OPERATIVE

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1902 (CLC)



January 1, 2023 to December 31, 2025

Table of Contents

PREAMBLE	1
ARTICLE 1 - INTERPRETATION	1
1.01 UNION:.....	1
1.02 THE EMPLOYER:.....	1
1.03 EMPLOYEE OR EMPLOYEES:.....	1
1.04 EXECUTIVE DIRECTOR:.....	1
ARTICLE 2 - RECOGNITION AND NEGOTIATION	2
2.01 BARGAINING UNIT:.....	2
2.02 WORK OF THE BARGAINING UNIT:.....	2
2.03 NO OTHER AGREEMENTS:.....	2
ARTICLE 3 - NO DISCRIMINATION	2
3.01	2
ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT	2
4.01 UNION MEMBERSHIP:.....	2
ARTICLE 5 - CHECK-OFF UNION DUES	3
5.01 UNION DUES DEDUCTION AND REMITTANCE:.....	3
5.02 T-4 SLIP:.....	3
ARTICLE 6 - NEW EMPLOYEES	3
6.01 NEW EMPLOYEES:.....	3
6.02 COPIES OF AGREEMENT:.....	3
6.03 INTERVIEWING OPPORTUNITY:.....	3
6.04 NOTIFICATION OF NEW HIRES:.....	3
ARTICLE 7 - SCOPE	4
7.01	4
7.02	4
7.03 SPECIAL NEEDS EMPLOYEES:.....	4
7.04 TEMPORARY EMPLOYEES:.....	4
7.05 NOTIFICATION OF STATUS:.....	4
ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS	5
8.01 REPRESENTATION:.....	5
8.02 UNION BARGAINING COMMITTEES:.....	5
8.03 FUNCTION OF BARGAINING COMMITTEE:.....	5
8.04 REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES:.....	5
8.05 TIME OFF FOR MEETING:.....	5
8.06 TECHNICAL INFORMATION:.....	5
8.07 NEW POLICIES AND/OR WORKPLACE RULES:.....	6
8.08 STAFF MEETINGS:.....	6
ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD	6
9.01 COPIES OF RESOLUTIONS:.....	6

ARTICLE 10 - GRIEVANCE PROCEDURE	6
10.01 DEFINITION OF GRIEVANCE:	6
10.02 RECOGNITION OF GRIEVANCE COMMITTEE:.....	6
10.03 HANDLING DISPUTES DURING WORK HOURS:.....	6
10.04 PRE-GRIEVANCE CONVERSATION:.....	6
0.05 STEP 1:	7
0.06	7
0.07	7
10.08	7
10.09 STEP 2:	7
10.10	7
10.11 STEP 3:	7
10.12 INVESTIGATION:.....	7
10.13 PROVISION OF INFORMATION:.....	7
10.14 JUSTICE AND DIGNITY:.....	8
10.15 TIME LIMITS:	8
10.16 SPECIAL MEASURES:.....	8
10.17 PRESENCE OF INDIGENOUS ELDER AT GRIEVANCE MEETINGS:	8
ARTICLE 11 - ARBITRATION	8
11.01 COMPOSITION OF BOARD OF ARBITRATION:	8
11.02 FAILURE TO APPOINT:	8
11.03 BOARD PROCEDURE	8
11.04 DECISION OF THE BOARD:	9
11.05 DISAGREEMENT ON DECISION:.....	9
11.06 EXPENSES OF THE BOARD:.....	9
11.07 WITNESSES:	9
ARTICLE 12 - DISCHARGE, WARNINGS AND TERMINATION	9
12.01 DISCIPLINARY PROGRESSION:.....	9
12.02 DISCIPLINARY ACTION:.....	10
12.03 PRESENCE OF INDIGENOUS ELDER	10
12.04 BURDEN OF PROOF:.....	10
12.05 PERSONNEL RECORDS:.....	10
12.06 VERBAL REPRIMAND:	10
12.07 LETTER OF REPRIMAND:	10
12.08 SUSPENSION:.....	11
12.09 DISMISSAL:	11
12.10 SUSPENSION PENDING INVESTIGATION:	11
12.11 REINSTATEMENT OF RIGHTS:	11
12.12 NO LOSS OF PAY:.....	11
12.13 WARNING WITHIN TWENTY-FOUR HOURS:.....	11
12.14 RESIGNATION:.....	12
12.15 PAYMENT OF WAGES AND BENEFITS OF DISMISSED OR RESIGNED EMPLOYEES:	12
ARTICLE 13 SENIORITY	12
13.01 SENIORITY DEFINED:	12
13.02 SENIORITY LIST:	12
13.03 PROBATION:.....	12
13.04 LOSS OF SENIORITY:	12
13.05 PART-TIME EMPLOYEES:	13
13.06 EARLY CHILDHOOD EDUCATION:	13

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES	13
14.01 JOB POSTINGS:	13
14.02 INFORMATION IN POSTINGS:	13
14.03 NO OUTSIDE ADVERTISING:	13
14.04 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS:	13
14.05 TRIAL PERIOD:	14
14.06 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS:	14
14.07 NOTIFICATION TO EMPLOYEE AND UNION:	14
14.08 TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD):	14
14.09 REVERSION ON PROMOTION AND STAFF CHANGES:	14
14.10 EMPLOYEES DISPLACED BY REVERSION:	15
ARTICLE 15 - LAY-OFFS AND RECALLS	15
15.01 ROLE OF SENIORITY IN LAY-OFFS AND RECALLS:	15
15.02 NOTICE OF LAY-OFF OF EMPLOYEE(S):	15
15.03 ROLE OF SENIORITY IN LAY-OFFS:	15
15.04 REHIRING OF EMPLOYEES ON LAY-OFF:	15
15.05 NO NEW EMPLOYEES:	16
ARTICLE 16 - HOURS OF WORK	16
16.01 STANDARD DAILY HOURS ECE LEVEL 1, 2, 3 AND FLOOR SUPERVISOR:	16
16.02 SHIFT ROTATION:	16
16.03 STANDARD DAILY HOURS FOR COOK POSITION:	16
16.04 REST PERIODS:	16
ARTICLE 17 - OVERTIME	17
17.01 OVERTIME DEFINED:	17
17.02 COMPENSATION FOR WORK BEFORE AND AFTER DAILY AND WEEKLY SCHEDULED HOURS:	17
17.03 NO LAY-OFF TO COMPENSATE FOR OVERTIME:	17
17.04 OVERTIME FOR PART-TIME EMPLOYEES:	17
17.05 SHARING OVERTIME:	17
17.06 MINIMUM OVERTIME:	17
17.07 ADVANCE NOTIFICATION OF OVERTIME:	17
17.08 CALL-BACK OVERTIME PAY:	18
17.09 TIME OFF IN LIEU OF OVERTIME:	18
17.10 EMPLOYER MEETINGS:	18
ARTICLE 18 - HOLIDAYS	18
18.01 PAID HOLIDAYS:	18
18.02 COMPENSATION FOR PUBLIC HOLIDAYS FALLING ON SATURDAY:	19
18.03 COMPENSATION FOR PUBLIC HOLIDAYS FALLING ON SUNDAY:	19
ARTICLE 19 - VACATIONS	19
19.01 LENGTH OF VACATION:	19
19.02	19
19.03	19
19.04 VACATION SCHEDULE:	20
19.05 VACATION CONFLICTS:	20
19.06 COMPENSATION FOR HOLIDAYS IN VACATIONS:	20
19.07 APPROVED LEAVE OF ABSENCE IN VACATION:	20
19.08 UNBROKEN VACATION PERIOD:	20
19.09 EXCEEDING THE ALLOWANCE:	20

19.10	CARRY OVER OF UNUSED VACATION:	20
19.1		21
19.2		21
ARTICLE 20 - SICK LEAVES		21
20.0		21
20.02	DEFINITION OF SICK LEAVE:	21
20.03	ANNUAL PAID SICK LEAVE:	21
20.04	ACCUMULATION OF SICK LEAVE:	21
20.05	ILLNESS IN THE FAMILY:	21
20.06	DEDUCTIONS FROM SICK LEAVE:	22
20.07	SICKNESS TO BE REPORTED:	22
20.08	PROOF OF ILLNESS:	22
20.09	SICK LEAVE RECORDS:	22
20.10	REQUIRED MEDICALS:	22
20.11	SICK TIME FOR PROBATIONARY EMPLOYEES:	22
ARTICLE 21 - LEAVE OF ABSENCE		22
21.01	LEAVE OF ABSENCE FOR UNION FUNCTIONS:	22
21.02	LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES:	23
21.03	COMPASSIONATE LEAVE:	23
21.04	CRITICALLY ILL FAMILY CARE LEAVE:	24
21.05	MOURNER'S LEAVE:	24
21.06	MATERNITY, PARENTAL AND ADOPTION LEAVE:	24
21.07	LEAVE FOR DISEASES AND CONDITIONS HARMFUL TO PREGNANCY:	25
21.08	RECOGNITION OF SOCIAL ILLNESS:	25
21.09	PAID JURY OR COURT WITNESS DUTY LEAVE:	25
21.10	LEAVE FOR COURT APPEARANCE OR INCARCERATION:	25
21.11	CITIZENSHIP LEAVE:	25
21.12	EDUCATION LEAVE:	26
21.13	RESEARCH AND PREPARATION TIME:	26
21.14	GENERAL LEAVE:	26
21.15	SPECIAL LEAVE:	26
21.16	PRESSING NECESSITY:	26
21.17	PERSONAL DAYS:	27
21.18	RETURN FROM LEAVE:	27
21.19	INTIMATE PARTNER VIOLENCE:	27
21.20	NEW CANADIANS:	28
ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES		28
22.01	PAY CHEQUES:	28
22.02	SUBSTITUTES:	28
22.03	EQUAL PAY FOR EQUAL WORK:	28
22.04	VACATION PAY:	28
22.05	TRAVEL ALLOWANCE:	28
22.06	STATEMENT OF EARNINGS:	29
22.07	EARLY CHILDHOOD EDUCATION FUNDING:	29
ARTICLE 23 - EMPLOYEE BENEFITS		29
23.01	GROUP EMPLOYEE BENEFITS PLAN:	29
23.02	LEGISLATION:	29
ARTICLE 24 - JOB SECURITY		29

24.01	RESTRICTIONS ON CONTRACTING OUT.....	29
24.02	AMALGAMATION, REGIONALIZATION AND MERGER PROTECTION:.....	30
ARTICLE 25 - GENERAL CONDITIONS		30
25.01	PROPER ACCOMMODATION:	30
25.02	BULLETIN BOARDS:.....	30
25.03	CONTACT INFO:.....	30
25.04	UNION MEETINGS:.....	31
25.05	UNION OFFICE:.....	31
ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS.....		31
26.01	COPIES OF AGREEMENT:.....	31
ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY		31
27.01	CO-OPERATION ON SAFETY:.....	31
27.02	RIGHT TO REFUSE UNSAFE WORK:.....	32
27.03	NO DISCIPLINE:.....	32
27.04	STEPS TO REFUSE WORK:.....	32
27.05	SAFETY TRAINING:.....	32
27.06	SAFETY AND HEALTH REPORTS, RECORDS AND DATA:.....	32
ARTICLE 28 - LONG SERVICE BONUS.....		33
28.01	.....	33
ARTICLE 29 - PROFESSIONAL DEVELOPMENT FUND.....		33
29.01	.....	33
ARTICLE 30 - RESPECTFUL WORKPLACE/HARASSMENT		33
30.01	.....	33
ARTICLE 31 - DUTY TO ACCOMMODATE		34
31.01	.....	34
31.02	.....	34
31.03	MEDICAL INFORMATION:.....	35
31.04	GRADUATED RETURN TO WORK:.....	36
31.05	ACCOMMODATION MEETINGS:.....	36
ARTICLE 32 - TERM OF AGREEMENT		36
32.01	DURATION:.....	36
32.02	CHANGES IN AGREEMENT:.....	36
32.03	NOTICE OF CHANGE:.....	36
32.04	RENEGOTIATIONS DUE TO FUNDING IMPROVEMENTS:.....	36
SCHEDULE "A" - WAGE SCHEDULE.....		38
SCHEDULE "B" - GROUP EMPLOYEE BENEFIT PLAN.....		40
LETTER OF UNDERSTANDING.....		41
LETTER OF UNDERSTANDING.....		43
LETTER OF UNDERSTANDING.....		44

THIS AGREEMENT MADE THIS 10 DAY OF October A.D. 2024.

BETWEEN: WASCANA EARLY LEARNING CENTRE CO-OPERATIVE, in the City of Regina, in the Province of Saskatchewan, hereinafter called the "Employer".

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1902 (CLC) hereinafter referred to as the "Union".

OF THE SECOND PART

PREAMBLE

Wascana Early Learning Centre Co-operative Board and the Canadian Union of Public Employees, Local 1902 agree that recognizing Indigenous people as traditional stewards of the land is an important part of showing respect for First Nations. We acknowledge that our work takes place on what is referred to as Treaty 4 territory which are the traditional meeting grounds and home of the nêhiyawak (Cree), Anihşināpēk (Saulteaux), and Dakota, Lakota, and Nakoda, and the homeland of the Métis Nation. Our work will reflect the intention of the Treaties, the intention of peace, friendship and understanding.

ARTICLE 1 - INTERPRETATION

In the agreement, unless the context otherwise requires, the expression:

- 1.01 Union:
means The Canadian Union of Public Employees, Local 1902.
- 1.02 The Employer:
means the Board of Directors of the Wascana Early Learning Centre Co-operative.
- 1.03 Employee or Employees:
means a person to which the terms of this agreement apply as indicated in Article 7.01.
- 1.04 Executive Director:
means the Executive Director (Day Care Manager) of Wascana Early Learning Centre Co-operative.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit:

The Wascana Early Learning Centre Co-operative recognizes the Canadian Union of Public Employees, Local 1902 for all of its employees, except the Executive Director and Assistant Director, and hereby agrees to negotiate with the union or any of its authorized committees concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of the Bargaining Unit:

Except for the Assistant Director, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

2.03 No Other Agreements:

No employee shall be required or permitted to make a written or verbal agreement with the employer or his representatives which may conflict with the terms of this agreement.

ARTICLE 3 - NO DISCRIMINATION

3.01 The employer and the local agree and recognize their responsibility to create a discrimination-free workplace. The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex or marital status, family status, sexual orientation, place of residence, disability nor by any reason of their membership or activity in the union, or any other reason perceived race, gender, identity, nationality, place of origin. **The employer and the union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.**

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership:

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

ARTICLE 5 - CHECK-OFF UNION DUES

5.01 Union Dues Deduction and Remittance:

The employer shall deduct from every employee any monthly dues, initiation fees, or assessments levied, in accordance with the union Constitution and bylaws.

Such deductions shall be made from the first payroll of each month and shall be forwarded to the secretary-treasurer of the union not later than the 15th day of the month following the month in which they were deducted. **Along with the deductions, the employer will provide a completed union dues remittance indicating the pay period covered by the deductions**, accompanied by a list of the names, **regular earnings, hours worked, dues deducted, and classifications** of employees from whose wages the deductions have been made.

5.02 T-4 slip:

The employer will 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.

ARTICLE 6 - 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.

6.03 Interviewing Opportunity:

A representative of the union shall interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the employer and the union.

6.04 Notification of New Hires:

The union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, casual) and start date of all employees hired into the bargaining unit within seven (7) calendar days of their first day of employment.

ARTICLE 7 - SCOPE

7.01 This agreement shall apply to all employees of the Wascana Early Learning Centre Co-operative, except the Executive Director and Assistant Director, in the City of Regina, Saskatchewan.

7.02 a) **Permanent Full Time Employee:**

A permanent full-time employee is an employee who works on a regularly scheduled basis in accordance with Article 16.01. Permanent full-time employees are covered by all the terms of this agreement.

b) **Permanent Part Time Employee:**

A permanent part time employee is an employee who works on a regularly scheduled basis in accordance with Article 16.01. Permanent part time employees are covered by all the terms of this agreement pro rata.

c) **Casual Employees:**

A casual employee shall mean an employee who works on a call-in basis and/or is scheduled in advance to substitute for full-time or part-time employees for one day or for up to ten consecutive working days. Casual staff will be paid the rates set out in Schedule "A". Their hours will not exceed those set out in Article 16 without the payment of overtime. The other provisions of the agreement will not apply.

7.03 **Special Needs Employees:**

Special needs employees are employees hired pursuant to grants available for special needs children. Such employee shall be covered by all terms of this agreement except that scheduling of special needs employees may be interrupted by the absence of the child or the termination of the grant. In such event Article 15 shall not apply.

7.04 **Temporary Employees:**

Temporary employees are hired to replace existing staff for periods of over ten consecutive working days. Such employee shall be covered by all terms of this agreement except Article 15.

7.05 **Notification of Status:**

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

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 Representation:

The employer shall not bargain with or enter into any agreement that may conflict with the terms of the agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the union at meetings with the employer without the proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson. In order that this may be carried out, the union shall supply the employer with the names of its officers. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union is required to transact business. Any time spent with employer as representative of the union shall be without loss of pay and benefits.

8.02 Union Bargaining Committees:

A union bargaining committee shall be appointed and consist of not less than one (1) but not more than three (3) members of the union in total. The union will advise the employer of the union nominees to the committee. The union will advise the employer of the bargaining committee at least five (5) days in advance of the meeting.

8.03 Function of Bargaining Committee:

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

8.04 Representative of the Canadian Union of Public Employees:

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

8.05 Time Off for Meeting:

Any representative of the union on the bargaining committee, who is in the employ of the employer, shall have the right to attend meetings held within working hours without loss of remuneration.

8.06 Technical Information:

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

8.07 New Policies and/or Workplace Rules:

Should the employer introduce any new rules or policies, these shall be provided to the union as soon as possible.

8.08 Staff Meetings:

Both parties shall endeavour to hold at least one staff meeting per month.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD

9.01 Copies of Resolutions:

Notice and copies of all motions, resolutions and bylaws or rules and regulations which affect the working conditions of the members of this union are to be forwarded to the union five (5) days before such changes are negotiated and/or implemented.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Definition of Grievance:

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the union pertaining to any of the following:

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

10.02 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.

10.03 Handling Disputes During Work Hours:

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

10.04 Pre-grievance Conversation:

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

10.05 Step 1

The grievance shall be submitted in writing by the aggrieved and/or the union on behalf of the aggrieved to the employer within thirty-two (32) calendar days of discovery of cause.

10.06 Within fourteen (14) calendar days of receipt of the grievance, the employer and the union steward shall discuss the grievance with the employee affected present or absent, at their option. The employer shall render a decision in writing within seven (7) calendar days of the meeting.

10.07 Notwithstanding, the thirty-two (32) day calendar day time limit shall not apply to those items included in the agreement where the employer has allegedly failed to apply a specific benefit, i.e. vacation leave, sick leave, etc. In these latter instances, the time limit shall be one (1) year after the date on which the alleged infraction occurred. The effective date of any necessary retroactive pay shall be the date on which the infraction first occurred.

10.08 In all instances, a copy of the grievance shall be submitted concurrently to the employer and the union.

10.09 Step 2

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

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

10.11 Step 3

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

10.12 Investigation:

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

10.13 Provision of Information:

The employer agrees to provide all relevant information concerning any grievance to the officers of the union upon written request.

10.14 Justice and Dignity:

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

10.15 Time Limits:

- (a) The time limits referred to in this article and in Article 11 - Arbitration, may be extended by mutual agreement between the parties simultaneously with cause.
- (b) The time limits referred to in this article shall be exclusive of statutory holidays.

10.16 Special Measures:

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

10.17 Presence of Indigenous 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 11 - ARBITRATION

11.01 Composition of Board of Arbitration:

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

11.02 Failure to Appoint:

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within fourteen (14) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

11.03 Board Procedure:

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

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

11.04 Decision of the Board:

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

11.05 Disagreement on Decision:

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

11.06 Expenses of the Board:

Each party shall pay:

- 1) The fees and expenses of their nominee and witness.
- 2) One-half of the fees and expenses of the chairperson.

11.07 Witnesses:

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

ARTICLE 12 - DISCHARGE, WARNINGS AND TERMINATION

12.01 Disciplinary Progression:

The employer agrees to follow the principles of progressive discipline.

Failure to comply with the employer's policies, procedures, and regulations may result in one of the following actions being taken by the employer, depending on the severity of the offence:

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

Any employee may be dismissed or suspended but only for just cause and only upon the authority of the employer. In the event the employer initiates a disciplinary action against an employee the following procedure shall be followed.

12.02 Disciplinary Action:

Prior to any disciplinary action, with the exception of dismissal with just cause, the Employer will advise the union member of their right to have a union steward or paid union staff representative in attendance at the disciplinary meeting. The member will be given sufficient time to arrange union representation and to schedule a meeting at a later date.

12.03 Presence of Indigenous Elder

During any meeting with the employer that may result in discipline, suspension, or dismissal, where an Indigenous employee is present and at the request of the member, an Elder of their choice will be present.

12.04 Burden of Proof:

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

The record of an employee shall not be used at any time after twelve (12) months or the equivalent period of time for less than full time employees following a disciplinary action.

12.05 Personnel Records:

Employees shall have the right at any time to have access to and review their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of an employee's record. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in their file. Employees shall have the right to make copies of any material contained in their personnel record.

Any reprimands shall be conducted in the employer's office.

12.06 Verbal Reprimand:

The Executive Director will verbally outline to the employee any reasons for the reprimand, how they should correct their work and what will happen if their misconduct continues. There is no official written report of a verbal reprimand. A steward or union staff representative shall be present as a witness.

12.07 Letter of Reprimand:

The employer shall reprimand that employee by means of a letter of reprimand to the employee within twenty-four (24) hours of the event giving rise to the complaint. If such

reprimand cannot be given within this time period, the Employer shall provide notice to the employee that they will receive the letter of reprimand within the subsequent twenty-four (24) period. Such letter shall become part of an employee's record. The employee's reply to the specific complaints accusations or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the union.

12.08 Suspension:

The employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the union.

12.09 Dismissal:

Dismissal shall be effected by the Chairperson of the Board or their designate. The employee shall receive written notice of the action which shall include a specific statement of just cause. The employer shall give 30 days' notice in writing or pay in lieu of such notice.

An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure. Step 1 of the grievance procedure shall be omitted in such cases.

There shall be a union observer during any disciplinary investigation.

12.10 Suspension Pending Investigation:

Suspension pending investigation is not considered discipline. The employer shall render its decision regarding discipline no later than ten (10) days from the date of the suspension, except as otherwise agreed between the employer and the Local. The suspension will be with pay pending the investigation. An extension may be requested to the union for further investigation if necessary.

12.11 Reinstatement of Rights:

An employee who has been unjustly suspended, demoted or dismissed, shall under this article, upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion and dismissal, plus any damages to reputation, pain or suffering.

12.12 No Loss of Pay:

No employee, steward, or member of a grievance committee shall suffer loss of pay by reason of time spent with the employer to discuss grievances or complaints.

12.13 Warning Within Twenty-four Hours:

Warnings related to an employee's poor work performance shall be made within twenty-four (24) hours of the time that the alleged poor work performance occurred or twenty-four (24)

hours after the incident comes to the attention of the employer. Copies of such warnings shall be sent to the union steward.

12.14 Resignation:

Employees desiring to resign shall give two (2) weeks' notice in writing of such resignation. 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, duties and cause of leaving. The employee will have five (5) days to withdraw their resignation.

12.15 Payment of Wages and Benefits of Dismissed or Resigned Employees:

Subject to clause 19.08 – Exceeding the Allowance, all employees who are dismissed or who resign shall be paid all wages and benefits, including vacation pay owing on their last day of work.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined:

Seniority is defined as the length of service in the employ of the employer and shall be used determining preference or priority for promotions, demotion, 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 posted on all bulletin boards in January, **May, and September** of each year.

13.03 Probation:

A newly hired employee (a probationary employee) shall be on probation for a period of six (6) months for full-time employees and 1040 hours or one (1) year for part-time and casual employees whichever occurs first from the date of hiring. After each month, the supervisor and/or Executive Director will review the work performance of the employee and submit the evaluation to the employee. After successful completion of the probationary period, seniority shall be effective from the date of employment.

13.04 Loss of Seniority:

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off or leave of absence approved by the employer. An employee shall only lose seniority in the event:

- 1) They are discharged for just cause and is not reinstated;
- 2) They resign in writing and do not withdraw it within five days;
- 3) They do not respond to recall to employment from lay-off after two (2) weeks notice.

13.05 Part-Time Employees:

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

13.06 Early Childhood Education:

All new employees shall be required to have successfully completed, at minimum, a Level 1 in Early Childhood Education. This provision will not apply to employees who possess equivalent training in early childhood education. When hiring new employees, preference will be given to those possessing the two-year diploma in *Early Childhood Education*.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 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 ten (10) working days. The internal posting may be waived with the consent of the union.

14.02 Information in Postings:

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

14.03 No Outside Advertising:

No outside advertisement for any vacancy shall be placed until applications of present employees have been fully processed and all internal applicants notified of the outcome.

14.04 Role of Seniority in Promotions and Transfers:

Both parties recognize:

- 1) The principle of promotion within the service of the Employer;
- 2) That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

14.05 Trial Period:

The successful applicant shall be placed on trial for a period of six (6) months for full-time employees and 1040 hours or one (1) year for part-time and casual employees whichever occurs first. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary scale without loss of seniority.

14.06 Promotions Requiring Higher Qualifications:

Consideration for promotions will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualifications prior to filling the vacancy. Such employees will be given a trial period to qualify within a reasonable length of time that will not disrupt the ordinary day to day programming of the day care, and to revert to their former position if the required qualifications are not met within such time.

14.07 Notification to Employee and Union:

Within seven (7) calendar days of the date of appointment of a vacant position, the name of the successful applicant shall be sent to each applicant interviewed and to a member of the Union, and a copy posted on bulletin boards. The union shall be notified of all appointments, hirings, lay-off, transfers, recalls and terminations of employees.

14.08 Temporary Performance of Higher Duties (TPHD):

TPHD shall be assigned where there is an absence in a higher paid position for three and one-half consecutive hours or more shall be paid a premium of 6% of the employee's earnings during the period of the substitution. The most senior qualified employee in the area shall be offered the TPHD. Should the most senior employee refuse TPHD, it shall be offered to the next most senior qualified employee, and so on. Should all employees refuse, the employer may require the most senior employee in the area to accept the assignment.

14.09 Reversion on Promotion and Staff Changes:

A permanent employee who promotes and does not successfully complete their probationary period shall revert to their former position.

During the probationary period after promotion or staff change, an employee may be granted, upon request to the Executive Director, reversion to their former position.

In either case, the employee shall revert to their former position at their former rate during the probationary period.

14.10 Employees Displaced by Reversion:

A permanent employee displaced through the application of the reversion provisions shall also have the right to revert to their former position at their former rate.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Role of Seniority in Lay-offs and Recalls:

For the purpose of lay-offs and recalls, when reducing staff, seniority shall be defined as an employee's accumulated service and will be applied in accordance with a mutually agreed upon seniority list.

A lay-off shall be defined as a reduction in staff or a reduction in the hours of work per rotation of any full-time or part-time employee. Lay-off does not apply to temporary or casual employees.

15.02 Notice of Lay-off of Employee(s):

Notice of lay-off of employee(s) shall be provided as follows:

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

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

15.03 Role of Seniority in Lay-offs:

When reducing the full or part-time staff, senior employees who have the qualifications and ability to do the work shall be retrained.

15.04 Rehiring of Employees on Lay-off:

Employees laid off shall be returned to work in order of seniority to positions for which they have the qualifications and ability.

15.05 No New Employees:

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

ARTICLE 16 - HOURS OF WORK

16.01 Standard Daily Hours ECE Level 1, 2, 3 and Floor Supervisor:

- 1) The regular hours of permanent full-time employees shall be **eight (8)** hours per shift worked. After consultation with the **union**, permanent positions working less than **eight (8)** hours may be created by the Board of Directors, without compromising the integrity of the full-time positions.
- 2) The regular hours of permanent part time employees shall be less than the regular **eight (8)** hours per shift or **forty (40)** hours per week and more than (3) hours per shift.

16.02 Shift Rotation:

Each employee shall work a regularly scheduled shift. In the event of an employee vacating a scheduled shift, employees shall be given the opportunity to work that scheduled shift in order of seniority.

16.03 Standard Daily Hours for Cook Position:

The regular hours for the cook position shall be eight (8) hours per day. The regular shift shall be 7:30 a.m. to 3:30 p.m. All time worked outside of eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime.

16.04 Rest Periods:

Rest periods shall be one hour without pay for each **eight (8)** hours shift, plus two (2) fifteen (15) minute breaks. Shifts longer than three (3) hours but less than **eight (8)** hours shall be entitled to one rest period calculated at **five (5)** minutes of rest period for each full hour worked.

If an employee is absent from work for **two (2)** hours or more, there shall be no rest period taken during that half shift.

In the event an employee's lunch break is delayed as a result of outings, the employee shall have the opportunity to take a 15-minute rest period prior to the outing.

If an employee misses their fifteen minute break, except for outing days, they shall have a choice to put the time towards their bank for time off in lieu.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined:

All time worked outside of regular **eight (8) hours** in any one day or regular **forty (40) hours** work week shall be considered as overtime. Except for Employer meetings, overtime shall be voluntary.

17.02 Compensation for Work Before and After Daily and Weekly Scheduled Hours:

Overtime work before and after the daily and weekly scheduled hours shall be paid at the rate of double time (2X) for all overtime. The employee may make request for pay out of overtime on the following pay period. The request must be submitted in writing one (1) week prior to payroll.

17.03 No Lay-Off to Compensate for Overtime:

An employee shall not be required to lay-off during regular hours to equalize overtime worked.

17.04 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 their regularly scheduled part-time hours. Overtime rates shall apply for hours worked in excess of **eight (8) hours** a day.

17.05 Sharing Overtime:

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

17.06 Minimum Overtime:

The employer shall keep overtime to a minimum and shall accordingly supply the union with a weekly list of all employees who have worked more than twelve (12) hours a week overtime and an explanation of the circumstances.

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

17.07 Advance Notification of Overtime:

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

17.08 Call-Back Overtime Pay:

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

17.09 Time off in lieu of Overtime:

Employees may accumulate time off in lieu of overtime pay. Time off will be accumulated at the applicable overtime rate.

Time off in lieu will be taken by the end of the calendar year or be paid out as per Article 17.02 Compensation for Work Before and After Daily and Weekly Scheduled Hours. Employees can choose if they want to carry over the pay of up to five and one quarter (5.25) hours to the next year. In addition, any overtime earned during the Christmas break shall be carried over into the next year, due to the end of the calendar year. Employees will not have the option of being paid out for time worked during this period as per Article 18.01 b) - Paid Holidays.

17.10 Employer Meetings:

An employee who attends a meeting scheduled by the employer, which occurs outside their regular working hours, shall be paid overtime for time spent.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays:

a) The employer recognizes the following as paid holidays:

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

and a **thirteenth** paid holiday which shall be a floating holiday which shall be taken by the employee at a time mutually agreeable to by the day care Executive Director and the employee, and any other day proclaimed a holiday by Federal, Provincial or Municipal Government, subject to adherence to Provincial Child Care Regulations.

b) All employees hired before January 1, 2018 shall be given paid time off between Christmas Day and New Years Day. Employees hired after January 1, 2018 are required to work during this time frame. The employees being grandfathered must take time off as offered unless required by the employer to work during this time. If

employees are required to work, they will receive the time worked off in lieu to be used the following year. Employees hired after January 1, 2018 will need to submit a leave request form if time of during this week is requested. Employees will not have the option of being paid out for time worked during this period.

- c) If the day care chooses to close for another date during the year (ie. To extend long weekend), staff regularly scheduled to work the closed day will receive the day off with pay.

18.02 Compensation for Public Holidays Falling on Saturday:

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

18.03 Compensation for Public Holidays Falling on Sunday:

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

ARTICLE 19 - VACATIONS

19.01 Length of Vacation:

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

One (1) year to three (3) years:	120 hours, earned at the rate of 10 hours per month
Four (4) years:	144 hours, earned at the rate of 12 hours per month
Five (5) years:	168 hours, earned at the rate of 14 hours per month
Ten (10) years or more:	192 hours, earned at the rate of 16 hours per month

- 19.02 During the probationary period, an employee may not take vacation, except in exceptional circumstances, and with the prior approval of the Executive Director.**

- 19.03 Vacation leave shall be taken in part or in whole only after it is earned. However, and subject to Article 19.05, the employer may at the employee's request grant leave that would be earned by the following December 31. An employee who has been employed for at least one year shall be granted upon request the use of forty (40) hours of vacation prior to it being earned. Such vacation advance may be deducted from the employee's pay if the employee terminates before the advance is earned.**

19.04 Vacation Schedule:

Providing the Executive Director or Assistant Director are not on vacation up to two (2) employees shall take vacation at the same time. If operationally feasible, more than two (2) employees may be approved to take vacation at the same time.

19.05 Vacation Conflicts:

If more than two (2) employees request vacation during the same period, the employees who first requested the vacation shall have preference.

19.06 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 mutually agreeable time.

19.07 Approved Leave of Absence in Vacation:

Where an employee qualifies for sick leave, 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.

19.08 Unbroken Vacation Period:

Subject to Article 19.02, an employee shall be entitled to receive their vacation in an unbroken period, unless otherwise mutually agreed upon by the employee and the employer. However, a permanent employee shall be allowed to schedule a maximum of two (2) consecutive week's vacation during the months of July and August. Additional vacation leave may be granted once all leave requests have been finalized.

19.09 Exceeding the Allowance:

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

19.10 Carry Over of Unused Vacation:

Employees shall have the right to carry over **forty (40)** vacation from one year to the next. Employees must request such carry-over prior to December 31 of each year.

The Executive Director and the Board will consider requests to carry over additional days in extenuating circumstances.

- 19.11 Vacation time to be requested five (5) working days prior to the requested time off.
- 19.12 When an employee requests vacation leave, the employer shall advise them within four (4) working days whether their request has been granted. If it is not granted the Employer shall advise the employee in writing as to the reasons for the denial.

ARTICLE 20 - SICK LEAVES

20.01 Full-time and part-time employees shall be entitled to the same duration of leave as determined by the specific article. Pay shall be pro-rated for part-time employees according to hours worked in relation to full-time hours.

20.02 Definition of Sick Leave:

Sick leave means the period of time an employee is absent from work with full pay by virtue of a **physical, mental or emotional illness or disability**, exposed to a contagious disease, **gender affirming care**, or under examination or treatment of a physician, chiropractor, or dentist due to illness or because of an accident for which compensation is not payable under the *Worker's Compensation Act*. Time spent for appointments for medical care not due to illness or pregnancy will be deducted from an employee's sick leave provided the employee gives the day care 48 hours' notice of the appointment.

20.03 Annual Paid Sick Leave:

Employees shall earn 1 ¼ days per month sick leave with pay over a fiscal year. Such leave shall be earned at the rate of **ten (10)** hours for each completed month of service. Sick leave for the fiscal year in which an employee terminates shall be calculated on the basis of **ten (10)** hours for each completed month of service in the fiscal year. Sick leave for part-time employees shall be prorated.

20.04 Accumulation of Sick Leave:

The unused portion of an employee's sick leave shall accrue for their future benefits. Such accrual may be to a maximum of 840 hours. Accumulated sick leave is not to be paid out on termination of employment.

20.05 Illness in the Family:

Where no one other than the employee can provide for the needs during illness of an immediate member of their family, an employee shall be entitled, after notifying the manager, to use a maximum of **forty (40)** accumulated sick leave hours per illness for this purpose at any one time.

20.06 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave. Upon returning from sick leave, employees shall complete a "Leave Request Form".

20.07 Sickness to be Reported:

Any employee absent from duty on account of sickness must inform the manager as soon as possible but a minimum of one (1) hour before the hour they are to report for duty so that a substitute can be arranged for.

20.08 Proof of Illness:

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

20.09 Sick Leave Records:

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

20.10 Required Medicals:

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

20.11 Sick Time for Probationary Employees:

While on probation, employees shall have access to accrue sick time at a rate of 1 ¼ days per month or **ten (10)** hours for each completed month in the fiscal year. This leave shall be prorated for part time employees.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions:

An employee attending a Canadian Union of Public Employees convention educational or conference shall be granted a leave of absence without loss of pay and benefits.

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.

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

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

21.03 Compassionate Leave:

An employee shall be granted up to five (5) consecutive working days with pay and without loss of benefits in the case of death or serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian, fiancé and other relative, and anyone with whom the employee has had a similar relationship and for whom the employee is required to administer bereavement responsibilities. Where burial occurs outside of the province, up to two (2) additional days with pay will be available. Additional leave with pay, chargeable to sick leave, may be granted.

Upon request, employees shall be granted a further leave of absence of up to (8) weeks to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.

During the leave, the employee shall continue to accumulate all benefits and seniority.

During the one (1) week Employment Insurance waiting period, the employer shall provide payment to the employee equal to one hundred percent (100%) of the actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave. Leave with pay is chargeable to sick leave.

Employees applying for this leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition and that the family member requires the care or support of one or more other family members.

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

21.04 Critically Ill Family Care Leave:

Employees shall be granted a leave without pay as per Section 2-57 of *The Saskatchewan Employment Act* to care for a family member that is critically ill. During the leave, the employee shall continue to accrue all benefits and seniority.

21.05 Mourner's Leave:

One day without pay shall be granted to attend a funeral as a pallbearer or mourner. Such leave may be deducted from accumulated sick leave.

21.06 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 thirteen (13) weeks before the estimated date of birth due to a miscarriage or a stillbirth may take an unpaid leave as per 21.06 a).
- 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 **has taken a maternity or adoption leave** is entitled to an unpaid parental leave of fifty-nine (59) weeks. **An employee who did not take maternity or adoption leave is entitled to an unpaid parental leave of seventy-one (71) weeks.**

The unpaid parental leave may be extended with approval of the Executive Director.
- e) While on maternity/adoption/parental leave, an employee shall retain their seniority and all accumulated benefits.
- f) When an employee decides to return to work after maternity, parental and adoption leave, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity, parental and adoption leave, the employee shall be placed in their former position subject to any general increase.
- g) A pregnant employee may use accumulated sick leave if a disease or condition which could be harmful to pregnancy occurs in the day care. The employer can request a written medical certificate certifying the employee is pregnant.

21.07 Leave for Diseases and Conditions Harmful to Pregnancy:

- 1) It will be a condition of employment that employees shall be tested for immunity to rubella and mumps and vaccinated if they are not immune.
- 2) A pregnant employee may use up to ten (10) days of accumulated sick leave if a disease or condition which could be harmful to pregnancy occurs in the day care. The Employer can request a written medical certificate certifying the employee is pregnant.

21.08 Recognition of Social Illness:

The employer and the union recognize that mental illness, alcoholism, and drug abuse are health problems. Where counselling or rehabilitation of an employee or a member of an employee's family requires the employee to be absent from work, the employee shall be entitled to use sick leave benefits. The employee will be entitled to leave of absence without pay if all available sick leave benefits have been expended.

It is recognized by both the employer and the union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain disciplinary measures within the framework of the collective bargaining agreement.

21.09 Paid Jury or Court Witness Duty Leave:

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

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

21.10 Leave for Court Appearance or Incarceration:

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

21.11 Citizenship Leave:

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

21.12 Education Leave:

- a) Any course or workshop considered necessary by the employer in order to continue employment in the day care centre shall be compensated. This does not cover classes required by the government.
- b) Employees will be compensated as follows:
 1. Time off with pay to attend classes, conferences or educational.
 2. Overtime shall be paid if class time, conference or educational is in excess of eight (8) hours.
 3. Payment of all class, conference or educational fees will be paid by the Employer.
 4. Hotel and meal expenses (to a maximum of \$20.00 per day) incurred at any out-of-town course or workshop conference or educational will be paid by the Employer.

21.13 Research and Preparation Time:

An employee shall be entitled to two (2) hours leave per month for the purpose of doing research and preparation related to their work. This time must be arranged with the Executive Director, and will be granted in 1 X 2-hour block.

21.14 General Leave:

An employee may be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such requests shall be in writing. If the leave is for longer than one month, the employee will provide two week's notice of return to work.

An employee on an approved general leave of greater than three (3) months in one year shall not accrue seniority towards increments except when the purpose for the leave is Early Childhood Education training or certification.

21.15 Special Leave:

After one (1) year of employment, and every one (1) year thereafter, the employee may take up to one (1) week of leave without pay. These days do not need to be taken consecutively.

The leave of absence shall be granted upon mutual agreement between the employer and the employee.

21.16 Pressing Necessity:

An employee shall be entitled to a maximum of ten (10) days leave with pay in each year of continuous employment for the purpose of pressing personal reasons including but not limited to medical care, family leave/dependent care or mental health. An employee shall provide notice as is reasonable under the circumstances of their intention to take such leave. An employee is not entitled to carry over unused pressing necessity leave into the next year, which is defined as commencing on the anniversary date of employment. An employee working

part-time shall be entitled to a pro-rated number of days leave, based on the actual number of regular hours worked.

Such time off shall be charged to the employee's accumulated sick leave.

21.17 Personal Days:

Each employee shall be granted **three (3)** additional personal days annually, the use of which must be approved by the Executive Director. These days can, with the approval of the Executive Director, be taken in conjunction with earned vacation. Personal Days cannot be carried-over into the next fiscal year.

21.18 Return from Leave:

An employee returning from leave shall return to their former shift and position unless mutually agreed between the employee and the employer. Each displaced employee will similarly be returned to their former shift and position, except that where the return of an employee will affect more than two groups, the Executive Director may assign the displaced employees to another group in order to minimize disruption. The Executive Director will assign reasonably, and where possible, respect the seniority and preferences of the displaced employees.

21.19 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 domestic violence or abuse in their personal life is entitled up to ten (10) days of paid leave 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.

The employer may request written evidence by a professional as identified in *The Saskatchewan Employment Act*.

21.20 New Canadians:

Special leave, with pay, shall be granted to an employee to attend the swearing in ceremonies of new Canadians involving self, spouse, **child**, or parents and to attend the examination required to become a Canadian citizen.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Cheques:

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of the agreement. The employer shall arrange to have employees' paycheques deposited directly into the bank account of their choice. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary benefits. Cut off for the pay period is the Wednesday prior to pay day.

Upon request, the employer shall provide an itemized statement to each employee documenting overtime hours worked, hours or days of sick leave, vacation leave, floating days and personal days remaining to their credit.

22.02 Substitutes:

In order to maintain the required ratio of adults to children the employer shall provide a substitute for any employee absent from work.

22.03 Equal Pay for Equal Work:

Employees shall be paid equal pay for equal work, regardless of **gender expression**.

22.04 Vacation Pay:

An employee may, upon giving at least five (5) days' notice, receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of vacation.

22.05 Travel Allowance:

Employees who use their own vehicles on day care activities will receive fifty (50) cents per kilometre.

22.06 Statement of Earnings:

The employer shall provide all employees with a statement of earnings in accordance with Section 2.37 of *The Saskatchewan Employment Act*. Employees may request an itemized statement from the Executive Director at any time. The Executive Director will also supply vacation and sick leave records in January, May and September of each year. The breakdown will also be shown in hours.

22.07 Early Childhood Education Funding:

With the approval of the Executive Director or designate, the employer shall provide funding for class registration and books for an employee to use towards the next level of certification in Early Childhood Education through any educational facility recognized by the Saskatchewan Ministry of Education – Early Years Branch. Request for funding shall be in writing and the employee will be required to complete an Agreement for Repayment of Education Costs.

In the event that the employee terminates or resigns their employment before completion or is otherwise unsuccessful in the completion of a funded course, arrangements shall be made for repayment. Any repayment shall be rectified as soon as possible and repaid at a rate mutually agreed upon by the employee affected, the employer, and the local of the union.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Group Employee Benefits Plan:

There shall be a Group Employee Benefits Plan as defined in Schedule "B" attached hereto and forming part of this agreement.

23.02 Legislation:

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

ARTICLE 24 - JOB SECURITY

24.01 Restrictions on Contracting Out:

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

24.02 Amalgamation, Regionalization and Merger Protection:

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

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

ARTICLE 25 - GENERAL CONDITIONS

25.01 Proper Accommodation:

Proper accommodation shall be provided for employees to have their meals and store and change their clothes wherever possible. Employees are free to discuss union matters among CUPE 1902 members when they are not performing their required work duties.

25.02 Bulletin Boards:

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

25.03 Contact Info:

The list will be provided to the union at the beginning of each year. 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 employment status (such as full-time, part-time, temporary, 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 upon request from the union.

25.04 Union Meetings:

The employer will permit the use of its premises for the purpose of union meetings without cost to the union. The union will provide forty-eight (48) hours' notice of such meeting. Meetings will be held outside of work hours.

25.05 Union Office:

The employer will provide the union with space for filing cabinets.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 Copies of Agreement:

The union and the employers desire every employee to be familiar with the provisions of the agreement and their rights and obligations under it.

For this reason, the union shall print on a 50-50 employer, union cost sharing basis sufficient copies of the agreement in a union shop within thirty (30) days of signing.

ARTICLE 27 - OCCUPATIONAL HEALTH AND SAFETY

27.01 Co-operation on Safety:

The union and the employer recognize that occupational health and safety is a shared concern. They will co-operate fully on promoting and improving rules and practices with respect to working conditions which will enhance the physiological, psychological and social well-being with respect to working conditions for all employees in accordance with provincial legislation. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this article.

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

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

Any employee may request that the **Executive Director or designate** to substitute a safe or less hazardous substance for any chemical or biological substance currently in use. The Occupational Health and Safety Department representative will cooperate in advising the

employees through their **Executive Director or designate** on the possibility of using suitable substitutions.

27.02 Right to Refuse Unsafe Work:

Employees have the legal right to refuse unsafe work when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

27.03 No Discipline:

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned until the Occupational Health Committee is satisfied with safety modifications.

27.04 Steps to Refuse Work:

1. If you believe that a dangerous situation may exist at work, you have the right to refuse work.
2. Notify your supervisor or employer about your concerns, and refuse to perform the unsafe work.
3. The employer must remedy the situation and/or inform the Occupational Health Committee. The committee must investigate and advise you of the decision.
4. If you believe the remediation is not to your satisfaction, you may refuse unsafe work. The government Occupational Health Officer must be notified.
5. The officer must investigate your concerns and make recommendations. A written report must be given to you and the employer.

Workers cannot be discriminated against for complying with this article.

You have the legal right to a healthy and safe workplace.

27.05 Safety Training:

All employees will be provided with adequate training, education, tools, and safety equipment to safely and efficiently perform all task related to their job. When possible, training will be provided during regular work hours at the regular rates of pay. Compensation will be provided as per 21.12 Education Leave for all training that takes place out of town or outside of regular working hours. Training shall include but not be limited to: First Aid/CPR.

All newly hired staff are required to submit a CPR certificate.

27.06 Safety and Health Reports, Records and Data:

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

ARTICLE 28 - LONG SERVICE BONUS

28.01 Permanent staff shall receive a bonus of \$200.00 at the end of 5 years of service and at the end of each full year of service thereafter until the end of the 9th year of service. At the end of the 10th year of service and every year thereafter, permanent staff shall receive a bonus of \$300.00. The bonus shall be paid on the employee's anniversary date and shall not be prorated. This bonus will be added to the employee's paycheque in the pay period immediately following the end of each year of service.

ARTICLE 29 - PROFESSIONAL DEVELOPMENT FUND

29.01 Upon completion of probation each employee shall receive an annual amount of \$250.00 per calendar year to be used for courses, conferences, learning materials, resource books or other items which pertains to their position. Permanent employees who wish to access the professional development fund shall be encouraged to use the funds to take classes that are part of any Early Childhood Education course. Employees will be reimbursed, up to the amount of \$250.00, upon presentation of receipts to the Executive Director. Such reimbursement will be made as soon as possible but in no case longer than two (2) weeks after the receipts are submitted.

All employees, with the approval of the Executive Director or designate, shall be entitled to one (1) paid working day each year for conferences or education related to their work.

ARTICLE 30 - RESPECTFUL WORKPLACE/HARASSMENT

30.01 The employer and the union jointly affirm that every employee is entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, disrespectful behaviour, and violence.

The principle of fair treatment is a fundamental one and both the employer and the union will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined in Part III – Occupational Health and Safety of *The Saskatchewan Employment Act and Regulations*.

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to accommodate the different types of concerns that may arise.

- a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace.

- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.
- c) Harassment is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time.

Keeping in mind the principles of a respectful workplace as outlined above, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to union representation. The union has the right at any time, to file a grievance under Article 10 Grievance Procedure.

The employer shall develop a policy and make it available to all employees that outlines the process to follow and the steps that will be taken when there is an accusation of harassment.

ARTICLE 31 – DUTY TO ACCOMMODATE

- 31.01 The employer acknowledges its duty to accommodate employees with disabilities for those employees who face barriers at work in the manner and to the extent required by *The Saskatchewan Human Rights Code*.

A disability includes physical, mental, developmental or learning; temporary, episodic or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere

- 31.02 a) Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee.

The employer agrees to make every effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to perform their regular duties as a consequence of the circumstances identified in Article 31.01.

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 its 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.
- b) The parties understand that accommodations are an ongoing process and that regular review and further accommodations may be required.

The employer will allow for additional accommodation, if the earlier accommodation is found to be unsuitable.

- c) All options shall be considered when accommodating employees. These options will include, but not be limited to, the modification or adaption of the workplace, workstations, shifts, equipment, and restructuring or re-bundling of jobs.
- d) The employer will recognize individualized rates of absenteeism.
- e) The employer will provide safe medication storage.
- f) The employer will provide training for employees who are accommodated in new and reassigned positions.
- g) All parties involved in the accommodation will respect the right to privacy of the employee seeking accommodation, to the extent possible.
- h) In such circumstances, the employer and the local of the union may agree to waive certain provisions in this agreement.

31.03 Medical Information:

It will be the responsibility of the employee returning to work or requiring an accommodation 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.

31.04 Graduated Return to Work:

The local of the Union, the employee and the employer will meet to discuss the circumstances where the employee is 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 return to work will be dealt with in the same manner as identified in Articles 31.01, 31.02 and 31.03.

31.05 Accommodation Meetings:

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

ARTICLE 32 - TERM OF AGREEMENT

32.01 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 thereafter unless either party gives to the other party notice in writing at least sixty (60) days and not more than one hundred and twenty (120) days prior to the 31st of December 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 Change:

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

32.04 Renegotiations Due to Funding Improvements:

Should government initiatives result in improved funding for wages or benefits, the parties shall reopen this agreement to negotiate those improvements to this provision of 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 to address the reduction.

Dated this 10 day of October, 2024.

Signed on behalf of the Canadian Union
of Public Employees, Local 1902:

[Handwritten Signature]

[Handwritten Signature]
i.e. etc.

Signed on behalf of Wascana Early
Learning Centre Cooperative:

[Handwritten Signature] - Board Pres.

[Handwritten Signature]

[Handwritten Signature]

SCHEDULE “A” – Wage Schedule

	Level 1 (ECE)	Level 2 (ECE)	Level 3 (ECE)	COOK
Substitute/Casual Minimum Wage + \$1.50	-----	-----	-----	
Probation (0-6mths)	\$16.36	\$17.89	\$19.89	\$16.05
6 months (6-12mths)	\$16.94	\$18.71	\$20.93	\$16.55
1 year (start of 2yr.)	\$17.46	\$19.51	\$21.96	\$17.03
2 years (start of yr. 3)	\$18.02	\$20.38	\$23.00	\$17.50
3 years (start of yr.4)	\$18.56	\$21.18	\$24.04	\$18.00
4 years (start of yr.5)	-----	\$21.95	\$25.06	\$18.50
Floor Supervisor	\$1.00 plus ECE wage	\$1.00 plus ECE wage	\$1.00 plus ECE wage	

Schedule “A” will be suspended for the term of the Agreement, per the Retention Letter of Understanding, clause 2.

SCHEDULE “A” – Provincial Wage Enhancement Effective Sept 1, 2022

The Wage Enhancement Grant will provide up to \$2 an hour for certified ECEs.

Wage Thresholds for Certification Levels and Position Types

ECE I	ECE II	ECE III	Supervisor
\$18.56	\$22.06	\$25.43	ECE I \$19.90
			ECE II \$24.19
			ECE III – \$26.57

SCHEDULE “A” – Provincial Wage Enhancement Effective Oct 1, 2023

Maximum funding amounts for each certification level include:

- up to \$4.50 per hour for certified ECE Level I;
- up to \$6.00 per hour for certified ECE Level II; and,
- up to \$7.50 per hour for certified ECE Level III.

Wage Thresholds for Certification Levels and Position Types

ECE I	ECE II	ECE III	Supervisor
\$20.06	\$24.06	\$27.93	ECE I – \$21.40
			ECE II – \$26.19
			ECE III \$29.07

SCHEDULE "A" – Provincial Wage Enhancement Effective Sept 1, 2024

The increased grant will provide up to an additional \$1.00 per hour for certified ECEs.

Wage Thresholds for Certification Levels and Position Types

ECE I	ECE II	ECE III	Supervisor
\$21.60	\$25.06	\$28.93	ECE I – \$22.40
			ECE II \$27.19
			ECE III \$30.07

SCHEDULE "B" - GROUP EMPLOYEE BENEFIT PLAN

The Employer shall pay 100% of the cost of Life and Accidental Death and Dismemberment Insurance, Dependent Life Insurance, Extended Health Care, Dental Care and Long Term Disability for all eligible employees and their families. "Eligible employee" means anyone who is regularly scheduled to work 25 hours or more each week.

Employees on leave of absence in excess of 30 days shall be responsible for paying their premiums if they wish coverage while on leave.

Effective April 1, 2005 the Employer and permanent employees will contribute monthly an amount of up to 3.5%, as determined by the employee, of gross earnings to a registered retirement savings plan chosen by and registered to each permanent employee. All permanent employees receive RRSP contributions (at the rate specified by the collective agreement), after the probationary period of 6 months has been completed. The intention is to recognize the full-time contribution of employees who become permanent staff late in the calendar year, the year in which they also become eligible for employer RRSP contributions.

RRSP contributions shall be made to the employee by February 15th of each year.

LETTER OF UNDERSTANDING

BETWEEN

WASCANA EARLY LEARNING CENTRE CO-OPERATIVE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1902

CONCERNING CUPE MEMBERS TEMPORARILY SUBSTITUTING IN
OUT-OF-SCOPE POSITIONS

It is agreed by the Parties that while an employee who is a member of the bargaining unit is temporarily substituting in an out-of-scope position the employee will, as a minimum, continue to be covered by all terms of the Collective Agreement.

Without limiting the generality of the foregoing the employee will:

1. have the right to return to **their** previous position at the termination of the temporary appointment;
2. continue to earn seniority, vacation, sick leave, and service for pay increments;
3. be credited with service for the purposes of special leave and seniority bonus;
4. continue to be enrolled in the group benefit plans, including the registered retirement savings plan;
5. if there is deficiency in the employee's performance in the out-of-scope position the employee will be returned to the bargaining unit;
6. if there is alleged misconduct which would result in disciplinary action, the employee shall have access to Union representation and the grievance procedure;
7. rates of pay, hours of work and overtime provisions will be consistent with those paid for the out-of-scope position being filled.

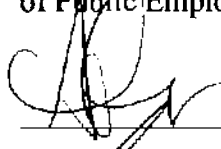
While in the out-of-scope position the employee will relinquish **their** rights to attend Union meetings, hold office in the Union or otherwise participate in the Union's activities.

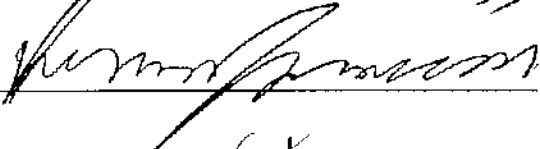
The continuation of a bargaining unit employee in an out-of-scope position and the application of this Memorandum to that employee may be reviewed when the temporary position was expected to terminate or annually on the anniversary date of the appointment. The Union may require that the employee either be confirmed permanently in the out-of-scope position, and thereby removed from the bargaining unit, or that the employee return to the bargaining unit. If the position is confirmed as permanent and the employer is prepared to offer it to the employee, the decision whether to accept the out-of-scope position or to return to the bargaining unit will rest with the employee.

This agreement shall be retroactive to January 1, 2012 and will apply to any member of the bargaining unit currently temporarily filling an out-of-scope position.

DATED this 10 day of **October**, 2024.

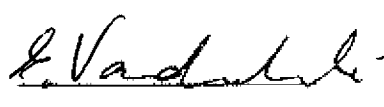
Signed on behalf of the Canadian Union
of Public Employees, Local 1902:

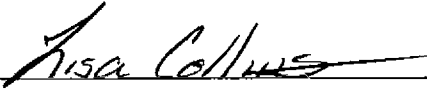





Cecilia

Signed on behalf of Wascana Early
Learning Centre Cooperative:

 - Board
Pres





LETTER OF UNDERSTANDING

BETWEEN

WASCANA EARLY LEARNING CENTRE CO-OPERATIVE

AND

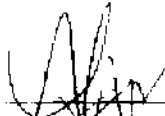
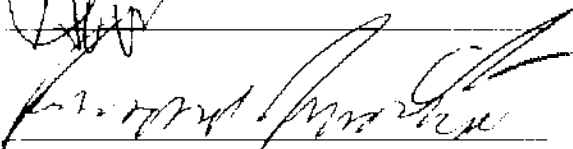
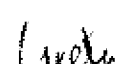
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1902

RE: Article 16 – Hours of Work

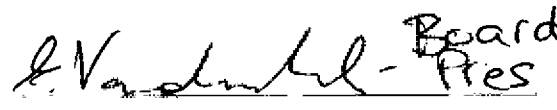
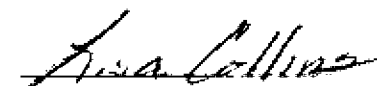
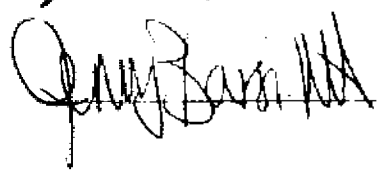
The employee, Orysia Berschley-MacLellan, shall remain at the original hours of work of (7) hours per shift for a total of (35) hours per week.

DATED this 10 day of October, 2024.

Signed on behalf of the Canadian Union
of Public Employees, Local 1902:

Signed on behalf of Wascana Early
Learning Centre Cooperative:

LETTER OF UNDERSTANDING

BETWEEN

WASCANA EARLY LEARNING CENTRE CO-OPERATIVE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1902 (CLC)

Re: Retention Agreement

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

1. Should the employer receive additional funding that adds to the wage schedule, these changes will be applied administratively, and the wage schedule shall be updated accordingly.
2. The current wage schedule shall be adjusted to allow the maximum subsidy attainable through the current provincial grant program (currently the *Wage Enhancement for Early Childhood Educators Child Care Centres*, as revised October 2023). This includes temporarily suspending the additional pay provisions for ECE staff (currently to a maximum of \$1.00/hour).
3. The additional pay premium will be replaced with an initial signing retention bonus in the following manner:

\$1,000 to all eligible ECE employees (based on FTE).

\$500 to all non-certified employees (based on FTE).

To receive the above signing retention bonus, an employee must be actively employed on the date of exchange of ratification between the parties.

4. In the event a grant, or similar form of additional funding for employee wages is no longer available, the parties agree to meet as per Article 32.04 – Renegotiations Due to Funding Improvements of the collective agreement.
5. The parties also agree that the allocation of any new funding increases, investments or grants targeted towards recruitment and retention of staff (currently the *Canada-Saskatchewan Canada-Wide Early Learning and Child Care Agreement* for the Early Learning Grant and Child Care Workforce Enhancement Grant), be negotiated between the parties and targeted to recruitment and retention initiatives for staff covered by this agreement.

6. Annual Retention Bonus for Employees - eligible employees must be employed by Wascana Early Learning Centre Co-operative at the time of signing and still employed on the effective date. Eligible probationary employees will receive their retention bonus following successful completion of their probationary period as per Article 13.03 - Probation.

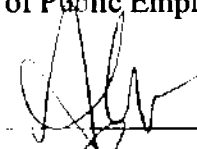
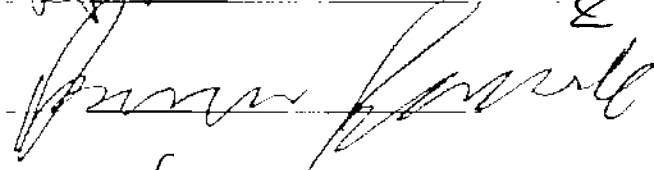
	Non-Certified	All ECE Level	
January 1, 2024	\$1,000	\$1,500	(based on FTE)
January 1, 2025	\$1,000	\$1,500	(based on FTE)

Payment Schedule

Payment Date	Non-Certified (Based on FTE)	Certified (Based on FTE)
September 1, 2024	\$500.00	\$750.00
December 1, 2024	\$500.00	\$750.00
March 1, 2025	\$250.00	\$375.00
June 1, 2025	\$250.00	\$375.00
September 1, 2025	\$250.00	\$375.00
December 1, 2025	\$250.00	\$375.00

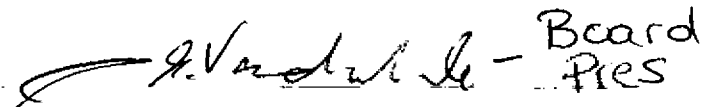
DATED this 10 day of October, 2024.

Signed on behalf of the Canadian Union of Public Employees, Local 1902:

 (red)

Signed on behalf of Wascana Early Learning Centre Cooperative:

 - Board Pres
