

CATHEDRAL AREA CO-OPERATIVE DAY CARE

**April 1, 2016 to
March 31, 2020**

COLLECTIVE AGREEMENT

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**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CATHEDRAL AREA CO-OPERATIVE DAY CARE
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5030
April 1, 2016 TO March 31, 2020**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this ____ day of _____, 2016.**

between

Cathedral Area Co-operative Day Care, hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

The Saskatchewan Government and General Employees' Union, hereinafter referred to as "the Union"

PARTY OF THE SECOND PART

PREAMBLE

It is the purpose of both parties of this Agreement:

To operate a group child care service which provides a high standard of care and development for all children attending the day care within a context that is co-operative, non-racist, non-sexist and in the best interests of the children, are always at the forefront of all policy and administrative considerations.

To maintain harmonious relations and settled conditions of employment between the Employer and the staff (Union).

To encourage efficiency in operations.

To promote the morale, well-being and security of all employees.

To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

To encourage and promote co-operation and mutual support between day care workers and parents, recognizing that both have an essential interest in obtaining the best possible conditions for day care generally, and that both are adversely affected by many of the conditions, economic and otherwise, that now exist in day care.

To encourage and promote the development of accessible and high quality day care as a universal right for all parents and children, recognizing that current user-pay financial arrangements burden parent users with excessive fees and deters many from use, and places day care workers in the position of subsidizing society's obligation to parenting by accepting low incomes.

ARTICLE 1 INTERPRETATION

In this Agreement, unless the context otherwise requires, the expression:

- 1.1 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary range of lower maximum.
- 1.2 **Director** means the Director of Cathedral Area Co-operative Day Care of Regina, Saskatchewan.
- 1.3 **Employee or Employees** means an employee or employees to which the terms of this Agreement apply as indicated in Article 3 hereof.
- 1.4 **Employer** means the Cathedral Area Co-operative Day Care and its Board of Directors, hereinafter referred to as the Employer.
- 1.5 **Fiscal Year** is April 1st to March 31st.
- 1.6 **Occasion** means one instance of reporting for work which shall not exceed, in duration, the number of hours normally worked in a day by a full-time employee. There can be no more than one occasion per day.
- 1.7 **Full Time Employee** means an employee who is scheduled to work eight hours per day.
- 1.8 **Part-Time Employee** means an employee who is scheduled to work less than full-time, daily.
- 1.9 **Pay Plan** means the rates of pay as contained in Appendix "A."
- 1.10 **Permanent Employee** means one who has successfully completed the probation period on initial appointment.
- 1.11 **Plural or Masculine/Feminine Terms May Apply** - Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.12 **Union** means the Saskatchewan Government and General Employees Union.
- 1.13 **Bargaining Unit** means the group of unionized employees as per the Certification Order.
- 1.14 **Position Classification Plan** means and includes the classes of position which have been established by the Employer, the class

specifications and the rules for the continuous administration of and amendments thereto.

- 1.15 **Probationary Employee** means one who has not yet completed a probationary period on initial appointment.
- 1.16 **Promotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary range of higher maximum.
- 1.17 **Pro rata Basis** means prorated according to the time worked while employed, as a percentage of the time worked by full-time employees in the same classification.
- 1.18 **Staff** means the employees group as defined under Article 2 herein.
- 1.19 **Casual Employee** means an employee who works on call-in basis, to relieve in an existing position.
- 1.20 **Temporary Employee** means a full time or part time position filled by an employee assigned for a specified period of time not to exceed 12 months. The period of time may be extended by mutual agreement.
- 1.21 **Transfer** is defined as the movement of an employee from one position to another in the same or a different class with a salary range having the same maximum.
- 1.22 **Vacation** means annual vacation with pay.
- 1.23 **Domestic Partnership** exists when, for a continuous period of time, 1n employee represents that person to be her partner and continues to represent that person as her partner.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees, **including Supervisory Employees as defined in *The Saskatchewan Employment Act***, of the Employer, excluding the following positions:

Casual employees, Director and, the Assistant Director.

ARTICLE 3 NO DISCRIMINATION

- 3.1 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training upgrading, promotion, transfer, lay off, discipline, classification, discharge, educational leave or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, or

sexual orientation, or physical disability, nor by reason of membership or activity in the union.

ARTICLE 4 UNION SECURITY

4.1 Recognition

The employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 2. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer of any differences that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the name of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

4.2 Work of the Bargaining Unit

Except in the cases mutually agreed upon by the parties, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

4.3 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties.

4.4 Refusal To Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

4.5 Union Membership

- a) **Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.**

- b) **Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.**
- c) **Notwithstanding paragraphs a) and b), any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.**

4.6 **Union Dues**

- a) The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The employer shall remit such deductions to the Union at the conclusion of each pay period.
- b) The employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.
- c) The employer shall inform the Union of any new hires, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.
- d) The employer shall provide the information electronically.
- e) The Union shall provide the electronic template to the employer.

4.7 **Income Tax (T-4) Slips**

At the same time that Income Tax (T-4) slips are made available, the employer shall type the amount of union dues paid by each union member on their T-4 slip.

4.8 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is an effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

A representative of the Union shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of union membership and of signing dues deduction authorization cards, etc.

4.9 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent except in cases of emergency, and except where it is in the job description.

4.10 **Union Access**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer. A representative shall have access to the employees, during working hours, in order to investigate and assist in settling any grievances.

4.11 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in each workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees.

ARTICLE 5 SELECTION OF STAFF

5.1 All vacant and new positions shall be posted internally and may be concurrently advertised externally. Positions shall be posted so as to provide employees with at least five working days to make application.

5.2 **Notification of Current Address**

Employees shall be responsible for keeping the Employer notified of their current addresses, and the Employer shall not be liable to grievance action where it can be shown that failure to receive notice of vacancy is the fault of the employee in not notifying the Employer of the change of address.

5.3 **Filling Positions by Competition**

Vacancies and new positions covered in the scope of this Agreement shall be subject to in service competition by all employees.

5.4 **Information in Postings**

Such notice shall contain the following information:

Name, duties and classification of position, qualifications, knowledge, skills and education required; wage or salary rate or range, hours of

work and whether the position is full time, part time or temporary; deadline date for applications; expected start date of the position, and any other pertinent information.

5.5 **No Outside Advertising**

No new employee shall be hired, until the applications of present employees and those persons on the re-employment lists of the Employer have been fully processed.

5.6 **Role of Seniority in Appointments**

Subject to Article 5.3, the applicant with the most seniority with the Employer and having the necessary qualifications, knowledge, education and skills to do the job shall be appointed to the position.

5.7 **Notice of Filling Vacancy**

Successful applicants who fill vacant positions shall be notified in writing prior to commencing such duties, of the classification, range and step they will occupy. A letter of acceptance is required from the successful applicant.

5.8 **Notification of Successful Competition**

Following the closing date for the receipt of applications, the employer shall notify the Union and any applicants with the Bargaining Unit of the appointment of the successful applicant. The employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion or transfer.

5.9 **Selection Committee**

All hiring shall be performed by a Selection Committee which shall be formed and consist of at least:

- a) One member appointed by the Board,
- b) One member of union bargaining unit.
- c) The Director or designate.

5.10 **Procedural Guidelines**

Mutually agreed upon guidelines shall be developed, by the Committee, on consultation with the parties with the understanding that final authority, for hiring, rests with the Employer.

5.11 Employees intending to resign shall give two weeks' notice **as per *The Saskatchewan Employment Act***.

ARTICLE 6 JOB CLASSIFICATION

6.1 The Employer shall establish and maintain job descriptions for each in scope position.

6.2 The Employer shall make available a copy of these job descriptions, currently maintained, to each employee and the Union.

ARTICLE 7 RECLASSIFICATION

7.1 Changes in Classification

Whenever an employee feels that a position is incorrectly classified or that a reclassification is required to cover higher level assigned duties or responsibilities, an application for review of duties, classification and pay may be made. The Employer will review the position and notify the employee of the results within 30 working days.

7.2 Approved Changes

If the request is approved, it will be effective the date of application. All reclassifications will be posted and the Union will be notified.

7.3 Disputes

If the request for reclassification is rejected, or if there is dissatisfaction with the reclassification approved, reasons for rejection or dissatisfaction shall be given. A grievance may be initiated under Article 22.

7.4 Appointments and Challenges

When the reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed, subject to challenge from more senior employees.

Challenges will be accepted from any senior qualified employee to fill the reclassified position.

The Director, in consultation with the Board, shall decide the validity of challenges, subject to grievance.

If the challenge is successful, the most senior qualified challenger shall be appointed, and the incumbent prior to the challenge may be laid off. The employer will make every attempt to provide alternate employment for the incumbent.

ARTICLE 8 PAY ADMINISTRATION

8.1 The rates of pay contained in Appendix A attached to and forming part of this Agreement, shall be the rates paid to employees occupying positions allocated to the classes of positions in Appendix A.

8.2 Hiring Rates

Any present employee's position will be evaluated by the selection committee to determine any changes in the rate of pay. Starting rates of pay shall normally be at the minimum of the salary range, however, a rate at the second step may be approved where the applicant possesses previous relevant education and/or experience in excess of minimum requirements. The selection committee will determine the starting rates.

8.3 Increments

- a) New employees appointed at the starting rate established for the position shall become eligible for an increment upon completion of the probationary period, and for a second increment upon completion of six months additional service. Thereafter, all employees shall become eligible for an annual increment.
- b) Except as contained herein, the increment date shall be the anniversary date of initial appointment, or on the anniversary date of the appointment to a new position.
- c) When an employee returns to work after a leave of absence without pay, or lay off, the employee will be credited with all service before the leave of absence or lay off. Having achieved the required accumulation, the date upon which the increment is earned will be the new increment date.
- d) For the purpose of Article 8, days paid for sick leave, educational leave, pressing necessity, holidays, vacation, Worker's Compensation, and leave with pay shall be regarded as service.
- e) Increments shall be automatic according to Article 8.3 and not dependent upon achieving arbitrarily designated levels of achievement in job evaluations.

8.4 Promotion

- a) On promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than her current salary and not more than the maximum of the new range.

- b) Whenever an employee's increment date or an adjustment in salary occurs on the same date as a promotion or reclassification, the employee shall receive her increment or adjustment before the promotion formula is applied.

8.5 **Demotion**

- a) Increment dates shall not be affected by demotion.
- b) Demotion shall not be used as a disciplinary action.

8.6 **Re-employment**

- a) Where, as a result of competition, an employee is re-employed in the same or similar position, the rate of pay shall be at the same step in the range for the position as at the time of lay-off.
- b) Where, as a result of competition, an employee is re-employed in a position lower in grade, the rate of pay shall be equivalent to the rate formerly received (if an identical rate does not exist in the new range), or the maximum rate (if the rate in the former position exceeds the maximum of the new range).
- c) Where an employee with seniority is re-employed in a classification in which she previously held permanent status, the rate of pay shall not be less than the step previously held in that classification.

8.7 **Temporary Assignment of Higher Position Duties**

- a) Temporary Assignment of Higher Position Duties occurs only by assignment. Neither employees nor supervisors should assume it takes place without assignment. Where an employee is required by formal assignment to perform duties of a higher paid position, the rate of pay shall be adjusted on the basis of the promotion formula outlined in Article 8.4.
- b) Remuneration shall be payable under this Article for all time worked.
- c) Periods of temporary assignment shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.
- d) TAHD will be paid when an in-scope employee replaces an out-of-scope employee for two consecutive days or more. The in-scope employee will be paid at the bottom of the Assistant Director's pay scale, retroactive to the first day.

- e) Every employee shall receive a statement, attached to each regular pay cheque, showing the gross amount earned, itemized deductions there from and the net amount payable.
- f) An employee may, upon giving 10 working days' notice, receive on the last office day preceding commencement of her annual vacation or other leave with pay, any pay cheques which may fall due during the period of vacation or leave.

8.8 **Overtime**

- a) All overtime shall be on a voluntary basis, except in the case of emergencies. All overtime performed must be authorized in advance by the Director.
- b) All overtime in excess of eight hours, or hours worked beyond the normal closing time shall be paid at the rate of one point five (1.5) times daily. Overtime shall be paid out with the employee's regular pay. The employer may on request by the employee, grant time off at the appropriate overtime rate in lieu of payment for overtime worked.
- c) Time off in lieu shall be taken at a time mutually agreeable to the employee and the Director.
- d) Employees who receive a call-back for overtime after leaving the place of work shall be paid for a minimum of three hours at overtime rates.

8.9 **Pension Plan**

Employees may register in the Saskatchewan Pension Plan upon written notice to the Employer. Each employee who chooses to register will advise the Employer of the amount of contribution to be deducted monthly.

8.10 **Pay Periods**

The pay periods will be monthly with a mid-month advance for all staff. Pay dates are the 15th and the last day of each month, or the week day immediately preceding these dates should they happen to fall on a weekend or statutory holiday. The employee's cheques will be forwarded by direct deposit to the employees bank account ensuring that the funds are available at 7:00 a.m. on the 15th and on the 2nd last banking day of the month or the week day immediately preceding these dates should the date happen to fall on a weekend or statutory holiday. In extenuating circumstances, which are beyond the control of the employer, the employer may advise the employees that their pay cheque is not available prior to the last banking day of the month.

8.11 Any future bonus or back payment will be issued on a separate cheque from the regular pay cheque.

ARTICLE 9 PAY ADMINISTRATION

9.1 Every employee shall receive a statement, attached to each regular pay cheque, showing the gross amount earned, itemized deductions there from and the net amount payable.

9.2 An employee may, upon giving 10 working days' notice, receive on any pay cheques which may fall due during the period of vacation or leave, on the last office day preceding commencement of her annual vacation or other leave with pay.

9.3 Overtime

- a) All overtime shall be on a voluntary basis, except in the case of emergencies. All overtime performed must be authorized in advance by the Director.
- b) All overtime in excess of eight hours, or hours worked beyond the normal closing time shall be paid at the rate of one point five (1.5) times daily. Overtime shall be paid out with the employee's regular pay. The employer may on request by the employee, grant time off at the appropriate overtime rate in lieu of payment for overtime worked.
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dates should the date happen to fall on a weekend or statutory holiday. In extenuating circumstances, which are beyond the control of the employer, the employer may advise the employees that their pay cheque is not available prior to the last banking day of the month.

- 9.6 Any future bonus or back payment will be issued on a separate cheque from the regular pay cheque.

ARTICLE 10 PROBATION

- 10.1 An employee shall be considered to be on probation for the first six months of service with the Employer.

- 10.2 During the period an employee is on probation, she shall be entitled to all rights and privileges of this Agreement except as herein noted:

The employment of such an employee may be terminated for cause with two weeks' notice during probationary period with reasons in writing supplied.

- 10.3 Employees shall serve the probationary period for their classification by accumulating time to the extent required over one or more working periods, providing there are no breaks of greater than four months between periods of employment.

- 10.4 **Assessment While on Probation**

Probationary assessments shall be completed after the first and fifth month of employment respectively. All written performance assessments completed on an employee shall be shown to the employee at the time of the assessment and shall be signed by the employee to indicate awareness of the assessment.

- 10.5 Upon successful completion of the probationary period, the employee shall be appointed to the permanent staff and the employee shall be so informed in writing.

- 10.6 **On Re-employment**

No probationary period shall be required of an employee with seniority who is re-employed in a position equal/similar to a position in which she formerly held permanent status with the Employer.

- 10.7 **On Demotion**

No probationary period shall be required of a permanent employee who has been demoted.

10.8 **On Bumping**

No probationary period shall be required of a permanent employee who bumps.

10.9 **On Promotion**

A permanent employee who has been promoted shall serve the probationary period equivalent to that stated on initial appointment for the class concerned. A permanent employee who does not qualify in the probationary period shall revert to the position held prior to the promotion at the same step in the salary range, subject to any increments that would have been earned had the promotion not taken place.

10.10 **On Reclassification**

No probationary period shall be required of an employee in a position which is reclassified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period as if the reclassification did not occur. Upon successful completion of the probationary period the employee shall be appointed permanent at the reclassified level.

10.11 **Assessment While on Probation**

Probationary assessments shall be completed after the first and fifth month of employment respectively. All written performance assessments completed on an employee shall be shown to the employee at the time of the assessment and shall be signed by the employee to indicate awareness of the assessment.

10.12 **Right of Reversion**

A permanent employee who fails probation or requests, during probation, to revert to her former position, shall be able to revert to her former position.

ARTICLE 11 HOURS OF WORK

11.1 Each full time employee shall receive one 15 minute, and one 45 minute paid break during their regular shift.

11.2 Rest periods - the prorated benefit for daily breaks for part-time employees shall be as follows:

- Employees who work 3 - 4 hours - entitled to 15 minutes
- 5 - 6 hours - entitled to 30 minutes
- 6 - 7 hours - entitled to 45 minutes.

The employee shall be on call and available to the employer in the event of an emergency arising during the break time.

11.3 Each employee working eight hours daily shall receive one 15 minute and one 45 minute break during their regular shift.

11.4 **Early Closing of Day Care**

Should the day care close early as decided by the Board of Directors, the employees normally scheduled to work the remaining hours will receive full pay.

ARTICLE 12 ASSIGNMENT TO SHIFTS

12.1 No existing staff shall be permanently displaced from their existing shift by new staff unless mutually agreed upon by the parties.

ARTICLE 13 LAY OFF

13.1 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

13.2 Written notice shall be given to any permanent employee who is laid-off. Notice period shall be as follows:

- a) Four weeks written notice if her period of employment is less than five years;
- b) Six weeks written notice if her period of employment is five years or more, but less than 10 years;
- c) Eight weeks written notice if her period of employment is 10 years or more.

13.3 Employees shall be paid in lieu of notice if such notice is not given.

13.4 **Method of Lay off**

In the event of lay off, employees shall be laid-off in the reverse order of their bargaining unit wide seniority by classification.

Bumping shall be allowed based on seniority and qualifications for the remaining jobs.

13.5 Prior to any layoffs, a committee shall investigate the need and look at alternate solutions. The committee shall consist of:

- a) One member of the Board
- b) The Director or designate

- c) An employee (member of the union)

13.6 **Recall Procedure**

- a) Employees shall be recalled in the order of seniority.
- b) Employees who have been laid-off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.
- c) Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid-off.

13.7 **No New Employees**

New employees shall not be hired until those laid-off have been given an opportunity of recall.

ARTICLE 14 SENIORITY

14.1 **Definition of Seniority**

Seniority is defined as the total length of service in the bargaining unit, and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, and permanent reduction of the workforce. Seniority shall operate on a bargaining unit-wide basis. Seniority shall be earned on an hourly basis for straight time hours.

14.2 **Loss of Seniority**

- a) Seniority shall only be lost for the following reasons:
- b) Dismissal for just cause, and not reinstated.
- c) Resignation in writing, unless resignation is withdrawn in five working days.

Continuous lay-off and not recalled for a period of 12 months.

14.3 The Employer shall post the revised seniority list on April 1 of each year. A copy of this list will be sent to the Union. The list will be subject to challenge for a maximum of 10 working days following the posting.

ARTICLE 15 VACATIONS

- 15.1 Every employee shall earn vacation credits on the following basis:
- a) subject to a clause (b), three (3) weeks' vacation credit after each year of employment;
 - b) four (4) weeks' vacation credit on the eighth (8th) anniversary date of employment;
 - c) five (5) weeks' vacation credit on the thirteenth (13th) anniversary date of employment;
 - d) six (6) weeks' vacation credit on the twentieth (20th) anniversary date of employment.
- 15.2 Vacation Year means the 12 month period commencing on April 1, in each calendar year; and concluding on March 31 in the subsequent year.
- 15.3 Vacation leave will be taken at a time mutually agreed between the employee and the Director.
- 15.4 An employee shall be permitted to carry over up to five days unused vacation from vacation year to vacation year. Approval may be given for any additional days to be carried over.
- 15.5 All employees who work less than full time, year round, shall be paid vacation allowance at the appropriate rate of gross wage earnings on each pay cheque, upon request by the employee.
- 15.6 When a public holiday designated in Article 15 falls within an employee's annual vacation, an additional day(s) vacation will be granted.
- 15.7 In the event of death of an employee, any amount due under this Article shall be paid to the estate.
- 15.8 Preference in selection and allocation of vacation time shall be determined by staff consensus or, in cases of dispute, by seniority. Part timers will have first preference to fill in for vacation time.
- 15.9 If an employee resigns, or is fired, unearned vacation leave for which payment has been made will be deducted from the final pay cheque.

ARTICLE 16 PUBLIC HOLIDAYS

16.1 Public holidays shall mean the following paid days:

New Year's Day, Family Day Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day,

Remembrance Day, Christmas Day, Boxing Day, and any other day proclaimed by federal, provincial or municipal authority to be a holiday.

16.2 In recognition of the holiday, as the number of children dwindles throughout the day on Christmas Eve and New Year's Eve, the Executive Director will allow employees to leave early without loss of pay. Order of those leaving shall be determined by consensus; if consensus can't be reached then in order of seniority.

16.3 Employees shall have one extra holiday day to be taken at Easter or Christmas according to the needs of the Centre.

16.4 **Falling on Days of Rest**

When a public holiday falls on a Saturday or Sunday another day off with pay shall be granted in lieu of the holiday. It may be scheduled to run continuously with the employee's regular days off. The day off in lieu shall be treated as a public holiday for the purpose of this Agreement as it applies to that employee.

ARTICLE 17 SICK LEAVE

17.1 Sick leave, for purposes of this Article, means that period of time an employee is absent from work with full pay by virtue of being sick or disabled, or under examination or treatment of a physician, chiropractor or dentist, or because of an accident or illness for which compensation is not payable under *The Saskatchewan Employment Act*, or because she has to care for a dependent who is sick or needs treatment.

17.2 Employees shall earn sick leave credits based on the following rate for full time employees: 18 days sick leave per year at the rate of one and one half (1½) days per month of employment.

17.3 Medical appointments for employees or employee's dependent will be charged against sick leave credits.

17.4 Employees will draw on sick leave credits to the extent earned. The employer shall allow an employee to draw on future sick leave credits, in the case of extended illness, to a maximum of the fiscal year.

17.5 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. An employee shall inform the Director or designate normally before starting time or as soon as possible of the need to be absent.

17.6 An employee may be required to produce a medical certificate for an illness of over three days.

17.7 If an employee resigns, unearned sick leave for which payment has been made will be deducted from the final salary payment.

17.8 The unused portion of an employee's sick leave shall accumulate from year to year. However, the maximum number of days an employee can accumulate is 40 days.

17.9 **Sick Leave Entitlement - Part-time Employee**

Sick leave benefits for part-time employees shall be calculated monthly based on their hours worked as a percentage of total hours as contained in the following formula:

$$(\text{hours worked}) \div (40 \times 52 \div 12) \times 1.5$$

to a maximum of nine days sick leave earned per fiscal year.

ARTICLE 18 MATERNITY, PATERNITY, ADOPTION, AND MENTAL HEALTH LEAVE

18.1 An employee who makes application for leave at least one month in advance of the requested commencement date and provides the Director with a medical certificate or adoption order certifying that she is pregnant or about to adopt and specifying the expected date of birth or adoption is entitled to and shall be granted maternity or adoption leave without pay consisting of:

18.2 A period of up to 18 months in any combination before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required an extension shall be allowed.

18.3 In the event of the birth or adoption of a child, an employee shall be entitled to paternity leave without pay. Requests for such leave shall be made one month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child, subject to the time guides in Article 17.2, as may be mutually agreed upon.

18.4 The Employer shall not dismiss or lay-off an employee because of pregnancy or adoption, or because an employee has applied for leave in accordance with the above.

18.5 While on the above leave, an employee shall retain full employment status during the period in which she would have normally been employed. Upon the employee's return to employment the employee shall be able to carry forward only one year's accumulated sick leave.

18.6 When an employee elects to return to work prior to the expiration of leave granted under this Article, at least 30 days' notice, in writing, shall be provided to the Employer. Upon return, the employee shall be placed in her former position, or an equivalent position

18.7 Should an employee not return to work within the period defined under Articles 18.1 and 18.2 she shall be deemed to have terminated employment unless satisfactory reason is demonstrated.

18.8 **Mental Health Leave**

After one year of employment, and every year thereafter, a permanent, full-time employee may take up to four days per year designated as mental health days. After five years of employment, and every year thereafter, a permanent, full-time employee may take up to five days per year designated as mental health days.

After one year of employment, and every year thereafter, a part-time employee may take up to two days per year leave designated as mental health days. After five years of employment, and every year thereafter, a part-time employee may take up to three days per year designated as mental health days.

These days shall be taken from accumulated sick leave and paid accordingly. A separate record of these days shall be maintained by the Day Care Director. These days shall not be taken in conjunction with any vacation time.

ARTICLE 19 EMPLOYEE CRISIS LEAVE

When an employee is required to seek shelter from domestic violence or enters a rehabilitation program for addictions, or other personal crisis, the employee shall be entitled to draw on unexpended sick leave or vacation leave or shall be granted a leave of absence without pay.

ARTICLE 20 BEREAVEMENT LEAVE AND PRESSING NECESSITY

Employees shall be allowed leave of absence with pay, without loss of benefits, to a maximum of five days per year. The leave shall be granted for bereavement within an employee's immediate family or someone with whom they maintain a close relationship. In addition, discretionary leave may be allowed under this Article for pressing necessities.

ARTICLE 21 GENERAL AND EDUCATIONAL LEAVE

21.1 **Leave of Absence**

a) Leaves of absence other than those stated in this Agreement may be requested by employees. No request for such leave may be unreasonably withheld by management. The employer shall grant such leaves based on adequate coverage being maintained. Providing that adequate program coverage is

maintained, requests for union leave will not be unreasonably withheld by management.

- b) Employees granted leaves of absences under Article 21.1(a) shall retain their accumulated seniority upon returning from such leaves of absence and shall be reinstated in their former position.
- c) Extended leave for health reasons shall be granted as requested.

21.2

Jury Duty, Court Appearance or Incarceration

- a) Time spent by an employee required to serve as a juror or court witness shall be considered as time worked at the appropriate rate of pay. The court stipend will be remitted, upon receipt, to the Employer.
- b) In the event that an employee is accused of an offence that requires a court appearance, the employee shall be entitled to leave of absence without loss of seniority and benefits for a period not to exceed two working days. In the event that the accused employee is jailed awaiting court appearance, the employee shall be entitled to automatic leave without loss of seniority and benefits.
- c) In the event the employee is found guilty and sentenced, the employee may receive a leave of absence, without seniority, benefits and pay, to cover the period of their incarceration, by mutual agreement between the Union and the Employer.

21.3

Educational Leave

- a) The Employer is committed to in service staff development programs and to this end a Committee will be formed consisting of two persons appointed by the staff and two persons appointed by the Employer to develop guidelines for the appropriate authorities relative to educational leave and benefits related thereto.
- b) Recommendations will be based on the following criteria:
 - i) Employees will be required to submit a written application for attendance at courses and conferences.
 - ii) The committee will determine to what extent fees and salary loss will be reimbursed based on the relevance of the courses to the development of the day care worker.

To this end the Director, will share with the staff, budget allocations for courses and conferences. Every effort will be made to prioritize budget items so as to allow all staff members an opportunity for professional development.

- iii) It is understood by the parties that staff members who have attended courses or conferences maybe asked to provide in service workshops for other staff at a mutually agreed upon time.
- iv) Employees shall submit a receipt indicating payment of fees and evidence of successful completion of the course prior to reimbursement.
- v) If the employer is requiring employees to attend courses (other than the 40 hour day care orientation course) these courses shall be fully reimbursed and there shall be no salary loss. If such courses fall on scheduled days off, employees will be compensated by time off in lieu.
- vi) **Service Commitment**
Any employee being funded by the employer for educational purposes, other than employer required courses, may be required to provide a service commitment to the Centre for a maximum of one year after the education/course is completed. If the employee terminates her employment prior to completing the service commitment, she may be required to reimburse the centre for a pro rata portion of the educational costs. Before any education/course is funded, the amount of employer funding being provided, and the service commitment required, will be expressed in a written agreement between the employee and the employer; a copy of such an agreement will be forwarded concurrently to the Union, and subject to the Union's approval.

21.4 There shall be one staff meeting per month. Staff meetings will be scheduled to one hour after normal working hours. Staff meetings will be considered as time worked.

ARTICLE 22 UNION BUSINESS LEAVE

22.1 Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

22.2 One employee representative of the Union shall suffer no loss of pay or benefits for time involved in a complaint, grievance or employee selection procedures.

22.3 Upon written request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence with pay and benefits shall be allowed for employees to attend meetings of the Provincial Executive and its Committees, or any bodies affiliated with the

Saskatchewan Government and General Employees' Union. The Union shall reimburse the Employer for salary in such cases.

- 22.4 An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, upon request, during her term of office. Such employee shall continue to receive his salary and benefits from the Employer, conditional on reimbursement of such salary and full benefit cost by the Union to the Employer.

ARTICLE 23 DISCIPLINE, SUSPENSION, DISMISSAL

23.1 Disciplinary Action

Prior to any disciplinary action, the Director will advise the union member of their right to have a union representative or paid union staff representative in attendance at the disciplinary meeting. The member will be given 24 hours (excluding weekends) to arrange union representation and to schedule a meeting at a later date.

23.2 Right to have a Steward

Every employee has the right to be represented by a Union Steward of her choosing or Labour Relations Officer at any meeting with the Employer or investigative proceeding which might lead to discipline.

- a) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be so notified verbally, writing or by email, in advance, the purpose of the meeting, and informed of the right to have a steward or SGEU Labour Relations Officer present at the meeting. The member will be given 24 hours (excluding weekends) to arrange union representation and to schedule a meeting for a later date.
- b) An employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time arrange Union representation, which may result in reconvening the meeting at a later time or date.
- c) Failure of the Employer to provide the right to Union representation shall render all resulting discipline null and void.

- 23.3 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, except as stated in 23.4.
- 23.4 Any employee who, by a deliberate act, endangers the health or well-being of any child, employee or parent of the Day Care Centre, or which causes or may cause serious damage to the premises may be immediately suspended without recourse to the warning procedure as defined in Articles **23.8**, **23.9** and **23.10**. Should it be found that the employee was wrongly suspended, the Employer will pay full lost wages to the employee upon their return to work.
- Upon suspension an investigation by the Employer into the behaviour or incident shall be conducted immediately. Depending on the results of the investigation, further disciplinary action up to and including termination may occur.
- 23.5 **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 one year following a disciplinary action.
- 23.6 **Records of Employees**
- Personnel records of an employee shall be open to her scrutiny upon request and in the presence of the employer. A Union representative, upon request in writing by the employee, shall have access to the file.
- 23.7 Any reprimands shall be conducted in the employer's office.
- 23.8 **Verbal Reprimand**
- The Director will verbally outline to the employee any reasons for the reprimand, how she should correct her work and what will happen if her misconduct continues. There is no official written report of an oral reprimand. A shop steward shall be present as a witness.
- 23.9 **Letter of Reprimand**
- If an employee displays no positive response to the verbal reprimand, the Director shall reprimand that employee by means of a letter of reprimand to the employee within 45 calendar days of the event of the complaint. Such letter shall become part of an employee's record, (subject to Article **23.6**). 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 unless otherwise specified by the employee.

23.10 Suspension

If there is still no positive response from an employee, the employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. Unless otherwise specified by the employee, a copy will be supplied to the Union.

23.11 Dismissal

Dismissal shall be effected by the Chairperson of the Board or her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause.

In the event of a committee being struck to investigate a dismissal of the Director, the Union shall appoint one voting representative to the Committee.

23.12 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure (Article 24). Step 1 of the Grievance Procedure shall be omitted in such cases.

23.13 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.

23.14 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.

ARTICLE 24 GRIEVANCE PROCEDURE

24.1 Definition of Grievance

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

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 under the provisions of this Agreement.

Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

24.2 **Policy Grievance**

A Policy Grievance is a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of employees or the Union has a grievance. It may be filed by the Bargaining Committee, Steward Council or the Union.

24.3 **Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or groups of employees.

24.4 **Stewards**

- a) The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.
- b) Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisor(s) involved. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

24.5 **Names of Stewards**

The Union shall notify the employer's representative(s) in writing of the name of each steward.

24.6 **Permission to Leave Work**

- a) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible.
- b) A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.

- c) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

24.7

Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance.

- a) Attempts to resolve the dispute shall be done through a meeting with the Executive Director or her designate.
- b) Both parties shall be required to provide full disclosure of all relevant information regarding the dispute at each step of the Grievance Process.
- c) At any stage during the Grievance Process the time limits may be extended by mutual agreement between the parties.

Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Labour Relations Officer on behalf of the grievor to the Executive Director within thirty (30) calendar days of failure of resolution at the local level.

The Executive Director shall render a written decision to the steward and SGEU Labour Relations Officer with a copy to the grievor within fifteen (15) calendar days of receipt of the grievance.

Either party may request a meeting to discuss the matter at any time during Step 1.

Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within thirty (30) calendar days may request a meeting with the Executive Director. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward if available, the SGEU Labour Relations Officer and the employer representative(s). Whenever possible the meeting will occur during work hours. There shall be no loss of pay or accrual of overtime for the grievor and the steward.

The meeting will:

- attempt to ascertain the facts and negotiate a resolution
- if possible, agree to a joint statement of facts

- based on the meeting the SGEU Agreement Administration Advisor and the Executive Director may agree in writing to mediate the disputes

If settlement is not reached at the Step 2 meeting, the Executive Director shall render the decisions in writing within fifteen (15) calendar days of the meeting.

Step 3 – Mediation

If settlement is not reached at Step 2, the parties may mutually agree to apply for Mediation within thirty (30) calendar days.

Step 4 – Arbitration

If settlement is not reached at Mediation, the SGEU Labour Relations Officer within thirty days (30) calendar days may apply for Arbitration.

The grievor(s) and steward shall receive leave with pay to attend all Arbitration meetings with the Employer.

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

24.8 Special Measures

- a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

24.9 Deviation from Grievance Procedure

After a grievance has proceeded to Step 1 by the Union, neither the Employer's representatives nor the grievor shall enter into discussions or negotiations with respect to the grievance either directly or indirectly with the other party.

24.10 Failure to Act Within Time Limits

Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to the limits. The matter shall automatically be advanced to the next step if there is no justifiable reason established.

24.11 **Changes to the Agreement**

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

24.12 **Access to Grievance Information from Employer**

The employer shall provide to the Union or Steward relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

ARTICLE 25 MEDIATION

25.1 **Mediation**

The best resolution to disagreements or disputes is a solution worked out between the parties.

The parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.

25.2 **Selection of a Mediator**

The parties will reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour **Relations and Workplace Safety** to have a mediator appointed.

25.3 **Role of the Mediator**

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

25.4 **Rules Applicable to Grievance Mediation**

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.

Anything said or done at mediation will not be used against the Employer, employee, or the Union at any subsequent arbitration.

At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.

No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

The parties will agree at mediation the extent to which the resolution will be kept confidential or shared.

Whenever possible, the Parties will have the authority to conclude a settlement at mediation. When it is not possible and outside approval is required it shall be disclosed at the outset of the mediation.

At the conclusion of the mediation, once a potential resolution is achieved, the parties will advise as to whether or not they are prepared to recommend and sign the recommendation.

25.5 **Grievance Mediation Process**

The mediator will provide an introduction of the mediation process.

The parties to the mediation will determine the process in consultation with the mediator.

If a settlement can be reached, the terms of the settlement will be put in writing, and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may conclude the mediation process if it appears resolution is unlikely.

ARTICLE 26 ARBITRATION

a) Selection of an Arbitrator

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour **Relations and Workplace Safety** to have an arbitrator appointed.

b) Procedure

The arbitrator, after consultation with the parties, shall fix a time and place of sittings.

The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case, unless either party can demonstrate a clear prejudice of the irregularity or objection.

In the event that an employee is called as a witness in the arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- i) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- ii) If called by the Union, leave in accordance with Article **21.1a)** and expenses paid by the Union.
- iii) If called by the arbitrator, the parties shall share equally the costs.

c) Decision of the Arbitrator

The arbitrator shall render a decision within thirty (30) days of the end of the hearings.

The decision shall be final, binding and enforceable on all parties.

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

d) Expenses of the Arbitrator

The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.

ARTICLE 27 HEALTH AND SAFETY

27.1 The Employer shall make provision for the safety and health of employees during hours of work.

27.2 The Employer will comply with the provisions of ***The Saskatchewan Employment Act*** and Regulations.

27.3 Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all Employer work sites and for all vehicles.

27.4 The employer shall cover the cost of first-aid training for all staff as required by *The Saskatchewan Child Care Act* and Regulations.

27.5 **Staff/Child Ratio**

The Employer and the Union agree that a reasonable ratio of staff to children in the day care is essential if the children's physical, intellectual, social and emotional developmental needs are to be fulfilled. Therefore, the Employer will strive wherever possible to maintain an overall staff/child ratio which is lower than those outlined in the Saskatchewan Day Care Regulations. Notwithstanding the above, the ratios of staff/children shall not exceed those set by Saskatchewan Day Care Regulations.

27.6 **Medical Requirements**

- a) A written statement from a medical practitioner shall be submitted by all employees, prior to employment, and subsequently as required.
- b) If children with a contagious disease are brought into day care, employees will notify the Director who will make every effort to locate the parents and have the child removed. The child will be refused entry until she (he) is no longer contagious. A medical certificate may be requested.
- c) All required medical expenses of the employees due to (b) above shall be paid by the employer.

27.7 **Abuse or Allegations of Abuse**

Allegations or information about abuse of any child by a staff member or a parent shall be reported immediately to the Director and Board Chairperson.

ARTICLE 28 WORKERS' COMPENSATION SUPPLEMENT

28.1 Subject to the time restrictions specified in Article 17, an employee who is receiving benefits from the Workers' Compensation Board as a result of an accident arising out of the performance of regular duties with the Day Care Centre shall be paid any accumulated sick leave benefits to top up Workers' Compensation Board benefits.

28.2 The payment by the Employer provided in Article **28.1** shall continue during the period of disability or for a period of six months, whichever is the shorter.

- 28.3 Employees who are fit to return to work shall be reinstated in their previous position or an equivalent position.
- 28.4 Employees on such leaves shall continue to accrue seniority during the terms of the leave.
- 28.5 The employer and the Union agree to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.

ARTICLE 29 PRESENT CONDITIONS AND BENEFITS

- 29.1 All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this the entire Agreement shall not be invalidated.
- 29.2 All benefits of this Agreement shall, unless otherwise specified, accrue on a pro rata basis to employees who work less than full time.
- 29.3 All files, records and other information received within the Centre are confidential in nature and are not to be discussed by employees with persons not associated with the Centre.
- 29.4 The employer agrees to pay the premiums for the SGEU Dental Plan (Plan I), and for the SGEU Extended Health Benefits Plan for full-time employees only. Those employees shall have the option of choosing family coverage for either or both plans, but the portion of the cost above single coverage shall be the responsibility of the employee.

ARTICLE 30 BOARD MEETINGS

- 30.1 It is agreed that there be a permanent Board position for an in scope employee as selected by the in scope employees. This is a non-voting position with time off in lieu of pay for time in attendance at the Board meeting.

During the discussions regarding personnel or other confidential matters, the employee may be asked to step out of the meeting.

ARTICLE 31 DURATION OF AGREEMENT

- 31.1 This Agreement shall be binding and remain in effect from April 1, **2016** to March 31, **2020** and shall continue from year to year, thereafter unless either party gives to the other party notice in writing to negotiate amendment(s), not less than **60** days nor more than **120** days prior to the expiration date of this Collective Agreement. **Upon receipt of notice the parties shall immediately engage in collective bargaining.**

31.2

WAGE RE-OPENER

The employer shall provide full disclosure to the SGEU Labour Relations Officer within thirty (30) days of any new or additional funds made available by the Government of Saskatchewan or any other funding agent.

Within thirty (30) days following notification, either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement.

31.3

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

31.4

Both parties shall adhere to the term of this Agreement during collective bargaining. If negotiations extend beyond the termination of Agreement, full retroactivity of terms and wages shall prevail.

31.5

An employee who has severed her employment or whose position has been abolished between the termination date of this Agreement and the effective date of the new Agreement shall receive full retroactivity of any increase in wages. The employee shall provide her current mailing address to the Employer for the purpose of this clause.

APPENDIX A - HOURLY RATES OF PAY

Effective April 1, 2016

	0 to 6 Months	6 Months to 1 Year	1 to 2 Years	2 to 3 Years	3 to 4 Years	4 Years Plus
Early Childhood Education Level I - Orientation Level	13.45	14.04	15.12	15.95	16.78	17.38
Early Childhood Education Level II – Certificate in Early Child Development	15.30	16.19	17.04	17.93	18.77	19.65
Early Childhood Education Level III - Diploma in Early Child Development	17.26	17.80	19.07	20.00	20.85	21.72

Any staff that would decrease according to the new pay grid due to qualifications, would remain at the same rate they are now until either the whole scale increases or they attain a higher level of qualifications.

Any employee who attains a higher level of qualification shall, be placed at the same step in the higher pay level effective the first of the pay period immediately following the date the Employer receives proof of the higher qualification.

If any funding becomes available from the **Government of Saskatchewan** or from other sources for salaries or benefits during the term of this Agreement, the pay schedule shall be renegotiated.

APPENDIX B - CHILD CARE WORKER - JOB DESCRIPTION

QUALIFICATIONS

The person selected for this position must be prepared as a Early Childhood Educator.

The Employee is required to have the Day Care Training Course provided by the Day Care Branch, Saskatchewan Social Services, unless exempted from attendance at that course by that branch. Additional Education or training specifically related to young children preferred.

Previous employment with young children, preferably in a Day Care setting is desirable. This person must be able to relate well to both children and adults. This person must have the personality and ability to provide leadership and stability for program continuity. This person must display knowledge of the child's psychological, emotional, physical and developmental needs.

PERSONAL QUALITIES

1. Interest in improving the quality of day care.
2. Ability to deal with a large group of children on a daily basis as well as providing individual attention when required.
3. Knowledge of early childhood development as well as communicable diseases, first aid and basic nutrition.
4. Ability to display flexibility, creativity, spontaneity and initiative in working with children.
5. Awareness of philosophies and methods in early childhood education.
6. Ability to work co-operatively and supportively with other staff and parents.
7. Ability to work with children from ages 18 months to 12 years, but specific expertise with certain age groups may be desirable.

GENERAL RESPONSIBILITIES

1. The standard of worker conduct is expected to be high, in respect to the nature of the business of child care.
2. To be responsible to parents, other staff members, Director and Assistant Director.
3. To maintain prompt hours; to notify the Director and/or Assistant Director of anytime needed away from work (at least two weeks of notification must be given). In the event of illness, you must notify the Director and/or Assistant Director in between the hours of 7:00-7:30 a.m. of that day.

4. To be responsible for working with all staff members and directors in a co-operative manner to provide a flexible and stimulating program.
5. Maintain a neat and clean appearance; appropriately dressed at all times.
6. Furnish the Board of directors and Director in the training and observing of workers or visitors interested in working with or visiting the children; making them aware of various programs which are in operation.
7. Prepare a weekly plan of activities for your group(s) to be on file for casual employees.
8. Attend and contribute to regular meetings of the staff, convened by the Director, reporting all problems and concerns. Attendance is mandatory.
9. Assist with the performance of all duties and activities assigned by the Director:
 - e.g. answer phone and take accurate messages, relay messages to parents or other staff members, pick up children from school or take them back to school, tidy up Centre etc.
10. Satisfy other expectations as required by or through the Director to promote smooth operation in the Centre.
11. Promote professional growth within the staff.
12. To exercise discretion, when necessary, on confidential matters relating to children, parents, or other staff members.
13. Attend parent Board meetings when requested.
14. To submit written reports on workshops, seminars and conferences attended sponsored by the board of Directors.
15. Maintain self-control in trying, startling and/or difficult times.
16. Know Fire Escape Procedures of the Centre.
17. To be aware of each child's growth and special needs on a day to day basis and to inform other staff members, and the parents, when required.
18. Take responsibility in maintaining a healthy, clean environment by performing light cleaning of the Centre.
 - e.g. wiping down shelves, toys, tables, clean up after a craft, which may require sweeping or mopping up spills, thoroughly wiping surfaces from glue, crayon marks etc., sterilizing changing table after use, and sterilizing bathroom facilities and kitchen facilities when necessary.
19. Adhere strictly to the policies of the Cathedral Area Co-operative Day Care Centre, as well as provincial day care Regulations.

20. To plan, supervise and assist in the following:
 - free and directed play
 - rest periods
 - prepare snacks and lunches
 - outdoor activities and excursions.
21. To have knowledge of governmental institutions and decision making processes relevant to day care ensuring all regulations are followed; e.g. to administer medication to sick children according to day care policy, and prepare accident forms according to the day care policy.

CHILD-RELATED RESPONSIBILITIES

1. Participate in developing and evaluating programs and activities which will help broaden the knowledge of the particular group of children, as well as promote healthy emotional, social, intellectual and physical development of each child.
2. Plan, organize and supervise learning activities, remembering that each child is unique and has separate needs; thus, using a variety of materials to promote self-concept, self-help skills, sensory, fine and gross motor, language and cognitive development.
3. To be aware of each child's growth and special needs on a day to day basis and to inform other staff members, and the parents, when required.
4. Be able to make written record of each child's progress while in a particular group (if required by the parent or Director).
5. Maintain a comfortable relationship with parents, Director/Assistant Director, and other staff, which will produce good order and general discipline to the wellbeing of all children.
6. Ensure safety of all of the children in the Day Care at all times. This includes maintaining constant observation of the Centre and its equipment, so that hazards do not develop, or if accidents occur that the hazardous items are removed.
7. Conduct and manage the particular group of children in accordance with Board policies and Provincial Day Care Regulations.
8. To ensure that the Director is notified should any child become injured or ill.
9. Take responsibility for the upkeep of equipment and supplies.
10. Keep aware of daily attendance for the particular group, and try to find out why frequent absences have occurred.
11. Ensure that the wishes of a parent, in regard to a child's health or diet are carried through.

12. Exclude from the group any child suspected to be suffering with or convalescing from and/or in contact with a communicable disease; reporting that action to the Director/Assistant Director.
13. Re-admit the child to the group ONLY upon receipt of a written certificate from a medical doctor.
14. Keep parents up-to-date on their responsibilities to the Day Care, reminding them of their obligations, if necessary.
e.g. wash and return sheets and blankets sign your child in and out.
15. Teach nutritional and healthy habits to the children.
e.g. good hand washing, brushing teeth, etc.
16. Co-operate with the Director and/or Assistant Director when they undertake in-service training.
17. There shall be no form of corporal punishment or verbal abuse used. Any infraction of this will be reported directly to the President of the Board of Directors and could result in immediate dismissal.

PARENT RELATED RESPONSIBILITIES

1. To be available for personal or telephone conferences when necessary.
2. To encourage parent participation in their child's day care activities and growth.
3. Deal tactfully and in a courteous manner with every parent.

LETTER OF UNDERSTANDING #1

PARENT VOLUNTEERS

The parties mutually agree, as per Article 4.2, that parents may do the work of the bargaining unit as their volunteer time, as long as no employee will be laid off as a result.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Cathedral Area Co-operative Day
Care Ltd.

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

MacKenzie Sawchyn
Board Chair

Original Signed by

Hasanthi Galhenage
Executive Director

Signed this 8th day of December, 2016.

LETTER OF UNDERSTANDING #2

CLEANING AND MAINTENANCE

The parties mutually agree, as per Article 4.3, that the cleaning and maintenance work may be continued to be contracted out.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Cathedral Area Co-operative Day
Care Ltd.

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

MacKenzie Sawchyn
Board Chair

Original Signed by

Hasanthi Galhenage
Executive Director

Signed this 8th day of December, 2016.

LETTER OF UNDERSTANDING #3

COMMUNITY BASED ORGANIZATION CAMPAIGN

Cathedral Area Co-operative Day Care supports SGEU's assertion that there is a need to ensure adequate core funding for **Community Based Organizations**. Cathedral Area Co-operative Day Care is willing to be affiliated with SGEU in trying to obtain guaranteed and adequate core funding for **Community Based Organizations** where:

The goals and objective of the Union are consistent with those of Cathedral Area Co-operative Day Care.

The processes and practices utilized to achieve this end by the Union are acceptable to Cathedral Area Co-operative Day Care.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Cathedral Area Co-operative Day
Care Ltd.

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

MacKenzie Sawchyn
Board Chair

Original Signed by

Hasanthi Galhenage
Executive Director

Signed this 8th day of December, 2016.

LETTER OF UNDERSTANDING #4

HARASSMENT

The parties recognize the need for employee awareness and education on harassment and racism in the workplace.

The employer agrees to provide training and develop a Harassment Policy in accordance to Occupational Health and Safety.

The educationals when provided will be done in consultation with the SGEU and delivered by an agency agreeable to the parties.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Cathedral Area Co-operative Day
Care Ltd.

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

MacKenzie Sawchyn
Board Chair

Original Signed by

Hasanthi Galhenage
Executive Director

Signed this 8th day of December, 2016.

LETTER OF UNDERSTANDING #5

PROJECT FUNDING

The parties to this letter of understanding agree to the following:

That short term employees hired for a specific project on a grant funding basis shall be defined as a Project Worker.

The following conditions shall apply when hiring a Project Worker:

1. Project workers shall not do work normally done by the bargaining unit nor shall the hiring of a project worker displace any existing workers.
2. As salary and benefits are solely dependent upon the terms and conditions of the Grant, the salary and benefits shall not form part of this letter of understanding or the Collective Agreement. Despite these constraints, the employer agrees to make every effort to obtain fair and just salary and benefits for the specified work.
3. That the employer will advise and obtain the Union's approval of each and every instance of applications for funding/grants for project workers.
4. If the term of the project extends beyond the original funding agreement the employer will meet with the Union to discuss and negotiate the ongoing nature of the work being performed by the project worker.

This letter of understanding will become effective upon date of signing and remain in effect until 30 days' notice to renegotiate is given by either party.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Cathedral Area Co-operative Day
Care Ltd.

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

MacKenzie Sawchyn
Board Chair

Original Signed by

Hasanthi Galhenage
Executive Director

Signed this 8th day of December, 2016.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and Cathedral Area Co-operative Day Care LTD. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 8th day of December, 2016.

Signed on behalf of:
Saskatchewan Government
and General Employees' Union

Signed on behalf of:
Cathedral Area Co-operative Day
Care Ltd.

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

Mackenzie Sawchyn
Board Chair

Original Signed by

Hasanthi Galhenage
Executive Director

Signed this 8th day of December, 2016.