

CATHEDRAL AREA CO-OPERATIVE DAY CARE

**April 1, 2020 to
March 31, 2025**

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, 2020 TO March 31, 2025

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this ____ day of _____, 2021.

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 **employees** (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.

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 **Union** means the Saskatchewan Government and General Employees Union.
- 1.2 **Bargaining Unit** means the group of unionized employees as per the Certification Order.
- 1.3 **Employer** means the Cathedral Area Co-operative Day Care and its Board of Directors, hereinafter referred to as the Employer.
- 1.4 **Employee** or **Employees** means an employee or employees to which the terms of this Agreement apply as indicated in Article 3 hereof.
- 1.5 **Director** means the Director of Cathedral Area Co-operative Day Care of Regina, Saskatchewan.
- 1.6 **The pronouns “they”, “them” and “their” used throughout the Agreement shall represent all genders singular and plural.**
- 1.7 **Permanent Employee** means one who has successfully completed the probation period on initial appointment.
- 1.8 **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.
- 1.9 **Full Time Employee** means an employee who is **regularly** scheduled to work **40** hours per **week**.
- 1.10 **Part-Time Employee** means an employee who is scheduled to work less than full-time **hours on a regularly scheduled basis**.
- 1.11 **Casual Employee** means an employee who **may be scheduled in advance or called in, but does not have a regular schedule, and is not guaranteed hours**.
- 1.12 **Probationary Employee** means one who has not yet completed a probationary period on initial appointment.
- 1.13 **Fiscal Year** is April 1st to March 31st.
- 1.14 **Pay Plan** means the rates of pay as contained in Appendix “A.”
- 1.15 **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.

- 1.16 **Position Classification System** means positions are posted under a specific classification requiring a minimum ECE level or exemption for that ECE level. An employee who has or later obtains a higher level of education that the position is classified as does not change the classification of the position”
- 1.17 **ECE Level Exemption** - Is an exemption from the Ministry of Education that allows a board to hire an employee who does not meet training requirements, but who is committed to achieving an ECE certification level by completing courses or a program in early childhood education.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **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.
- 1.22 **Vacation** means annual vacation with pay.
- 1.23 **Domestic Partnership** exists when, for a continuous period of time, an employee represents that person to be **their** partner and continues to represent that person as **their** 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 **or perception**

thereof , creed, colour, national origin, political or religious affiliation, sex, **gender**, marital status, or sexual orientation, **family status**, disability, **receipt of public assistance** 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 **monthly**.
- 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 **the month**. 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 **their** 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 **their** 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 EMPLOYEES

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 or **ECE Level Exemption**, knowledge, education, skills, **and suitability** to do the job shall be appointed to the position. When qualifications, suitability and experience necessary to perform the work are relatively equal, seniority shall be the deciding factor.

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 **full time in-scope and management** 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 **if a union member is agreeable and available to serve on the committee,**

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 **Positions will be classified according to the position classification system**

6.2 **An employee who has, or later obtains, a higher level of education that the position is classified as does not change the classification of the position"**

6.3 **An employee who is the successful candidate for a position for which they have an exemption must maintain the exception as a condition of employment. If the employee is unable to maintain the exemption, they will revert to their previous level.**

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

6.5 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 **23**.

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 Every employee shall receive a statement, **every pay period**, showing the gross amount earned, **overtime**, itemized deductions, **vacation and sick leave accrual** and the net amount payable.

8.2 **Pay Periods**

The pay periods will be bi-weekly.

8.3 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.

8.4 **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 **provide advice regarding starting rates; however, the employer will** determine the starting rates.

8.5

Increments

- a) New **full time** 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 increment **according to the pay-grid attached as Appendix A.**
- b) **New part time employees shall become eligible to move into the higher increment upon the completion of the equivalent months/years of services. For the purpose of these calculations, one month of service is deemed to be 170 hours.**
- c) 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.
- d) When a **full time** 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.
- e) 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.
- f) Increments shall be automatic according to Article 8.3 and not dependent upon achieving arbitrarily designated levels of achievement in job evaluations **or education.**

8.6

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 **their** 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 **their** increment or adjustment before the promotion formula is applied.
- c) **Employees who are awarded a position for which they have an exemption but not the ECE level will not be considered promoted until they receive the ECE certification. The rate of pay will be adjusted upon promotion to the new level**

effective the day the employee receives the ECE certification. Article 8.5 a) and 8.35 b) apply.

8.7 Demotion

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

8.8 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 **they** previously held permanent status, the rate of pay shall not be less than the step previously held in that classification.

8.9 Temporary Assignment of Higher Position Duties

- a) Temporary Assignment of Higher Position Duties (TAHD) occurs only by assignment. Neither employees nor supervisors should assume it takes place without assignment. **The determination of which employee is first offered TAHD is at the discretion of the employer.** 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.

8.10

Overtime

- a) Overtime **shall be defined as all hours worked** in excess of eight hours, or hours worked beyond the normal closing time.
- b) 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.
- c) **Overtime shall be calculated at the rate of 1.5 times their hourly rate. Overtime shall be taken as time in lieu. The employee may request overtime be paid out at the discretion of the employer.**
- d) Time off in lieu shall be taken at a time mutually agreeable to the employee and the Director.
- e) 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.

8.11

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.

ARTICLE 9

PROBATION

9.1

A full time employee shall be considered to be on probation for the first six months of service with the Employer. A part time employee's probationary period is the equivalent of six months of service, with one month of service deemed to be 170 hours.

9.2

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

9.3

During the period an employee is on probation, **they** 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.

9.4

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.

9.5 **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.

9.6 Upon successful completion of the probationary period, the employee shall be **deemed to be a permanent employee**. The employee shall be so informed in writing.

9.7 **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 **they** formerly held permanent status with the Employer.

9.8 **On Demotion**

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

9.9 **On Bumping**

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

9.10 **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.

9.11 **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.

9.12 **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.

9.13 **Right of Reversion**

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

ARTICLE 10 HOURS OF WORK

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

10.2 Rest periods - **for part-time employees the rest periods shall be as follows:**

Employees who work

5 + hours - entitled to 30 minutes **paid meal break**

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

10.3 **On occasion employees may be required to be available for employment duties during their paid break. Time worked on paid breaks will not be considered overtime.**

10.4 **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 11 ASSIGNMENT TO SHIFTS

11.1 No existing **employee** shall be permanently displaced from their existing shift by new **employee** unless mutually agreed upon by the parties.

ARTICLE 12 LAY OFF

12.1 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.

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

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

12.4 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.

12.5 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)

12.6 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.

12.7 **No New Employees**

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

ARTICLE 13 SENIORITY

13.1 **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.

13.2 **Loss of Seniority**

Seniority shall only be lost for the following reasons:

- a) Dismissal for just cause, and not reinstated.
- b) Resignation in writing, unless resignation is withdrawn in five working days.
- c) Continuous lay-off and not recalled for a period of 12 months.

13.3 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 14 VACATIONS

14.1 Every **full-time** employee shall earn vacation credits on the following basis:

- a) subject to a clause (b), three weeks' vacation credit after each year of employment;
- b) four weeks' vacation credit on the eighth anniversary date of employment;
- c) five weeks' vacation credit on the 13th anniversary date of employment;
- d) six weeks' vacation credit on the 20th anniversary date of employment.

14.2 **Part time in-scope employees earn vacation credits on a pro-rated basis based on hours worked.**

- 14.3 Vacation Year means the 12 month period commencing on April 1, in each calendar year; and concluding on March 31 in the subsequent year.
- 14.4 Vacation leave will be taken at a time mutually agreed between the employee and the Director. **If mutual agreement is not possible, and the Employee has greater than 5 days' vacation remaining in the final quarter of the Vacation Year, the director may require the employee to take the vacation leave at a time determined by the director.**
- 14.5 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.
- 14.6 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.
- 14.7 When a public holiday designated in Article 15 falls within an employee's annual vacation, an additional day(s) vacation will be granted.
- 14.8 In the event of death of an employee, any amount due under this Article shall be paid to the estate.
- 14.9 Preference in selection and allocation of vacation time shall be determined by **employee** consensus or, in cases of dispute, by seniority. Part timers will have first preference to fill in for vacation time.
- 14.10 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 15 PUBLIC HOLIDAYS

15.1 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.

- 15.2 In recognition of the holiday, as the number of children dwindles throughout the day on Christmas Eve and New Year's Eve, **if employee levels are adequate** 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.

15.3 **Full time employees as of Jan 1 of the calendar year are entitled** to the additional holiday day taken at either Easter or Christmas **in that calendar year** according to the needs of the centre.

15.4 **Holiday Falling on Day 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 16 SICK LEAVE

16.1 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, **nurse practitioner** or because of an accident or illness for which compensation is not payable under The Saskatchewan Employment Act, or because **they have** to care for a dependent who is sick or needs treatment.

16.2 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 1½ days per month of employment.

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

16.4 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.

16.5 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.

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

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

16.8 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 **50** days.

16.9 **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 17 MATERNITY, PATERNITY, ADOPTION, AND MENTAL HEALTH LEAVE

- 17.1 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 **they are** 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:
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 While on the above leave, an employee shall retain full employment status during the period in which **they** 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.
- 17.6 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 **their** former position, or an equivalent position
- 17.7 Should an employee not return to work within the period defined under Articles 17.1 and 17.2 **they** shall be deemed to have terminated employment unless satisfactory reason is demonstrated.

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 18 EMPLOYEE CRISIS LEAVE

When an employee is required to seek shelter from domestic violence, **in addition to the leave provisions in *The Saskatchewan Employment Act***, 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 19 BEREAVEMENT LEAVE AND PRESSING NECESSITY

19.1 Employees shall be allowed leave of absence with pay, without loss of benefits, to a maximum of five days per year for bereavement leave. The leave shall be granted for bereavement within an employee's immediate family or someone with whom they maintain a close relationship. The employer may grant additional time off as either pressing necessity or unpaid leave.

19.2 **Pressing Necessity Leave**

Pressing Necessity shall be defined as any circumstance of a sudden or unusual nature that could not be anticipated by the employee and which requires the immediate attention of the employee.

An employee shall be granted leave with pay for pressing necessity not exceeding five days per fiscal year deducted from the sick leave entitlement.

ARTICLE 20 **GENERAL AND EDUCATIONAL LEAVE**

20.1 **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 leave 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.

20.2 **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.

20.3 **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 **employees** 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 **employees**, budget allocations for courses and conferences. Every effort will be made to prioritize budget items so as to allow all **employees** an opportunity for professional development.
 - iii) It is understood by the parties that **employees** who have attended courses or conferences maybe asked to provide

in service workshops for other **employees** 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 **their** employment prior to completing the service commitment, **they** 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.

20.4 There shall be one staff meeting per month. Staff meetings will be considered as time worked, **call back rates will apply**.

ARTICLE 21 UNION BUSINESS LEAVE

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

21.2 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.

21.3 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.

- 21.4 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 **their** 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 22 DISCIPLINE, SUSPENSION, DISMISSAL

22.1 Disciplinary Action

Prior to any disciplinary action, the Director will advise the union member of their right to have a union representative or **Labour Relations Officer** 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.

22.2 Constructive Coaching

- a) **The Employer and the Union recognize the difference between discipline and constructive job coaching, and nothing is intended to restrict the Employer's right to coaching.**
- b) **The Employer may, before initiating or imposing discipline, arrange to meet with the Employee to discuss the Employee's work performance in an effort to resolve the problem. The Employee may have a Steward present. Scheduling a Steward shall not delay the meeting.**

22.3 Right to have a Steward

Every employee has the right to be represented by a Union Steward of their 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 **within five business days.**
- 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.

22.4 Any employee who, by a deliberate act **or negligence** 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 **22.9, 22.10 and 22.11**. 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.

22.5 **Burden of Proof**

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

The disciplinary record shall be expunged after 24 months following the disciplinary action, provided no further incidents of a similar nature have occurred during that time. When such documents are removed, they shall be returned to the Employee or to the Union.

The employee **may apply to the Executive Director or the Board of Directors at** any time after one year following a disciplinary action **to have their record expunged.**

22.6 **Records of Employees**

Personnel records of an employee shall be open to **their** 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.

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

22.8 **Verbal Reprimand**

The 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 an oral reprimand. A shop steward shall be present as a witness.

22.9 **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 **22.7**). 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.

22.10 **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.

22.11 **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.

22.12 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 **23**).

22.13 **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.

22.14 **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 23 GRIEVANCE PROCEDURE

23.1 **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.

23.2 **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.

23.3 **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.

23.4 **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.

23.5 **Names of Stewards**

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

23.6 **Permission to Leave Work**

- a) Any employee who feels that **they have** been aggrieved or any employee with relevant grievance information shall receive permission from **their** 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.

23.7

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 **their** 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 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 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 30 calendar days may request a meeting with the Executive Director. The meeting shall be scheduled within 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 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 30 calendar days.

Step 4 – Arbitration

If settlement is not reached at Mediation, the SGEU Labour Relations Officer within 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 **Labour Relations Officer** may assist at any step of the grievance procedure.

23.8 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.

23.9 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.

23.10 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.

23.11 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.

23.12 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 24 MEDIATION

24.1 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.

24.2 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.

24.3 Role of the Mediator

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

24.4 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.

24.5

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 25 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 **22** 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 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 26 HEALTH AND SAFETY

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

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

- 26.3 Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be provided at all Employer work sites and for all vehicles.
- 26.4 The employer shall cover the cost of first-aid training for all **employees** as required by *The Saskatchewan Child Care Act* and Regulations.
- 26.5 **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 **they are** no longer contagious. A medical certificate may be requested.
 - c) All required medical expenses of the employees due to **Article 26.5(b)** shall be paid by the employer.

26.6 **Abuse or Allegations of Abuse**

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

ARTICLE 27 WORKERS' COMPENSATION SUPPLEMENT

- 27.1 Subject to the time restrictions specified in Article **16**, 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.
- 27.2 The payment by the Employer provided in Article **27.1** shall continue during the period of disability or for a period of six months, whichever is the shorter.
- 27.3 Employees who are fit to return to work shall be reinstated in their previous position or an equivalent position.
- 27.4 Employees on such leaves shall continue to accrue seniority during the terms of the leave.
- 27.5 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 28 PRESENT CONDITIONS AND BENEFITS

- 28.1 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.
- 28.2 All benefits of this Agreement shall, unless otherwise specified, accrue on a pro rata basis to employees who work less than full time.
- 28.3 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.
- 28.4 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 29 DURATION OF AGREEMENT

- 29.1 This Agreement shall be binding and remain in effect from April 1, 2020 to March 31, 2025 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.

29.2 WAGE RE-OPENER

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

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

- 29.3 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 29.4 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.
- 29.5 An employee who has severed **their** 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 **their** current mailing address to the Employer for the purpose of this clause.

APPENDIX A - HOURLY RATES OF PAY

Effective April 1, 2021

In-scope Employee Pay Grid 2021-2022 (2% raise, kitchen staff additional 1%)									
Job title/classification	0-6 months*	6 months*	1 year*	2 years*	3 years*	4 years*	10 years*	15+ years*	
ECE 1	14.47	15.17	16.07	16.86	17.61	18.52	19.42	20.36	
ECE 2	16.56	17.55	18.4	19.28	20.22	21.19	22.22	23.31	
ECE 3	18.97	20.08	21.05	22.07	23.14	24.27	25.45	26.68	
Kitchen staff		13.8	14.21	14.65	15.09	15.54	16.00	16.48	
B&A program leader	13.26	13.67	14.08	14.5	14.94	15.39	15.84	16.32	

In-scope Employee Pay Grid 2022-2023 (1%)								
Job title/classification	0-6 months*	6 months*	1 year*	2 years*	3 years*	4 years*	10 years*	15+ years*
ECE 1	14.61	15.32	16.23	17.03	17.79	18.71	19.61	20.56
ECE 2	16.73	17.73	18.58	19.47	20.42	21.4	22.44	23.54
ECE 3	19.16	20.28	21.26	22.29	23.37	24.51	25.7	26.95
Kitchen staff		13.94	14.35	14.8	15.24	15.7	16.16	16.64
B&A program leader	13.39	13.81	14.22	14.65	15.09	15.54	16.00	16.48

In-scope Employee Pay Grid 2023-2024 (1.5%)									
Job title/classification	0-6 months*	6 months*	1 year*	2 years*	3 years*	4 years*	10 years*	15+ years*	
ECE 1	14.83	15.55	16.47	17.29	18.06	18.99	19.90	20.87	
ECE 2	16.98	18.00	18.86	19.76	20.73	21.72	22.78	23.89	
ECE 3	16.98	20.58	21.58	22.62	23.72	24.88	26.09	27.35	
Kitchen staff		14.15	14.57	15.02	15.47	15.94	16.40	16.89	
B&A program leader	13.59	14.02	14.43	14.87	15.32	15.77	16.24	16.73	

In-scope Employee Pay Grid 2024-2025 (1.5%)								
Job title/classification	0-6 months*	6 months*	1 year*	2 years*	3 years*	4 years*	10 years*	15+ years*
ECE 1	15.05	15.78	16.72	17.55	18.33	19.27	20.20	21.18
ECE 2	17.23	18.27	19.14	20.06	21.04	22.05	23.12	24.25
ECE 3	19.74	20.89	21.90	22.96	24.08	25.25	26.48	27.76
Kitchen staff		14.36	14.79	15.25	15.70	16.18	16.65	16.65
B&A program leader	13.79	14.23	14.65	15.09	15.55	16.01	16.48	16.98

In-scope part time employee increments are calculated in hours of service equivalent to months/years, not calendar months/years. 1 month = 170 hours

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.

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

Gilbert Evangelista
Chair of the Bargaining Unit

Original Signed by

Michelle Busch
Chair of the Board of Directors

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

Charity Marsh

Signed this 7th day of July, 2021.

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

Gilbert Evangelista
Chair of the Bargaining Unit

Original Signed by

Michelle Busch
Chair of the Board of Directors

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

Charity Marsh

Signed this 7th day of July, 2021.

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

Gilbert Evangelista
Chair of the Bargaining Unit

Original Signed by

Michelle Busch
Chair of the Board of Directors

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

Charity Marsh

Signed this 7th day of July, 2021.

LETTER OF UNDERSTANDING #4

SUMMER STUDENTS

Summer Students

1. The Union agrees to support the Employer's application for funding for the employment of summer student employees and provide the required documentation in accordance with the funder's requirements.
2. Wages and benefits for summer students will be determined by the terms of the summer student program.
3. Summer students are considered out of scope employees.
4. The work of the summer student shall be to compliment that of full or part-time employees. At no time shall a summer student replace or be used prevent a full-time employee from obtaining overtime or a part-time employee from working additional hours.

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

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

Original Signed by

Gilbert Evangelista
Chair of the Bargaining Unit

Original Signed by

Michelle Busch
Chair of the Board of Directors

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

Charity Marsh

Signed this 7th day of July, 2021.

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 7th day of July, 2021.

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

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

Original Signed by

Gilbert Evangelista
Chair of the Bargaining Unit

Original Signed by

Michelle Busch
Chair of the Board of Directors

Original Signed by

Kathy Cook
Labour Relations Officer

Original Signed by

Charity Marsh