

COLLECTIVE AGREEMENT

BETWEEN

**ACCENT ON KIDS EARLY LEARNING AND
CHILDCARE CENTRE INC.**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3683**



January 1, 2026 – December 31, 2028

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THIS AGREEMENT MADE THIS 13 DAY OF July A.D. 2026.

BETWEEN

ACCENT ON KIDS EARLY LEARNING AND CHILDCARE CENTRE INC.

hereafter called “the employer,”

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL #3683,

Being a chartered local union of the Canadian Union of Public Employees,

hereafter called “the union.”

TERRITORIAL ACKNOWLEDGEMENT

We acknowledge that the land on which we gather, work, and live is Treaty 4 Territory, the traditional lands of the Nehiyaw (Cree), Saulteaux, Dakota, Lakota, and Nakota Nations, and the homeland of the Métis. These lands have been home to Indigenous peoples since time immemorial, and we recognize their enduring connection to the land, water, and community.

We honour the First Nations and Métis peoples who have cared for this land for generations and continue to do so. We acknowledge the harms and injustices of the past and present, and we commit ourselves to the ongoing process of reconciliation. We all share in the responsibilities and benefits of these agreements.

This acknowledgement is a step toward building respectful relationships and fostering a collective future rooted in equity, understanding, and collaboration.

ARTICLE 1 – PREAMBLE

1.01 Purpose

It is the purpose of both parties to this agreement to maintain harmonious relations and settled conditions of employment between the employer and the union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.

1.02 Collective Agreement

It is now agreed that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

1.03 Governance of Employment

Any conditions of employment not dealt with in this agreement shall be governed by *The Saskatchewan Employment Act*, the *Saskatchewan Child Care Act*, and Child Care Regulations.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The union recognizes that it is the right of the employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement.

2.02 Not Discriminatory

The employer shall not direct the working forces in a discriminatory manner, nor shall these rights be used in a manner which would deprive any present employee of their employment except through just cause or lay-off.

2.03 The *Child Care Act* and Child Care Regulations

The *Child Care Act* and Child Care Regulations take precedence/supersede the collective agreement. When changes are made to either the act or regulations which directly affect the articles within the agreement, the union will be notified of the change. The employer will provide the union with the appropriate documentation when it is received.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees and its Local #3683 as the sole and exclusive collective bargaining agent for all of its employees, except the executive director or as excluded by order of the labour relations board, and hereby agrees to negotiate with the union concerning all matters affecting the relationships between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except when such jobs form part of those persons' responsibilities or when mutually agreed upon by the parties.

3.03 No Other Agreements

- a) No party to this agreement shall be required or permitted to make a written or verbal agreement with any other party to this agreement which may conflict with the terms of this agreement.
- b) Except as provided in Articles 11 and 12 of this agreement, any employee(s) asked to meet formally with the executive director or any representative of the employer shall, at the beginning of the meeting, be informed of the nature of the discussion and, if the employee(s) so wishes, may have a union representative present at the meeting.

3.04 Employee Means

Any person covered by the scope of this agreement and further classified as follows:

- a) A full-time employee is one who is regularly scheduled to work forty (40) hours each week, at a maximum of eight (8) hours a day.
- b) A part-time employee is one who is regularly scheduled to work ten (10) hours or more and less than forty (40) hours each week, at a maximum of eight (8) hours a day.
- c) A casual employee shall mean an employee who works on a call-in basis and is not regularly scheduled in advance.

In addition, employees will be classified according to qualifications set out in Schedule "B."

3.05 Casual Employees Entitled

Casual employees refer to those employees that are classified as early childhood educators and shall be covered by the following articles:

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.03 only in Article 19, 20.01 b) only in Article 20, 21.01, 22, 23.01, 23.02, 23.03, 23.04 second paragraph, 23.07, 23.08, 23.09, 23.10 2nd paragraph, 23.11, 23.12, 23.15 c), 23.16, 23.17, 23.19, 23.20, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, and by Schedules "A" and "B."

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

4.01 Employer and the Union Shall Not Discriminate

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, ancestry, political or religious affiliation, sex or marital or family status, sexual orientation, gender identity, **gender expression**, place of residence, disability (subject to bona fide occupational requirements), nor by reason of their membership or activity in the union, or any other prohibited ground identified in *The Saskatchewan Human Rights Code*.

4.02 Harassment

The union and the employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal. The employer shall have in place a harassment policy which shall be reviewed regularly and revised as deemed appropriate.

- a) Harassment means any objectionable conduct, comment, or display by a person that is directed at a worker and:
 - 1) is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity; or
 - 2) is repeated intentional, sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential; or
 - 3) is repeated intentionally offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; and
 - 4) constitutes a threat to the health or safety of the worker.
- b) The policy shall be jointly developed in consultation with the union and the appropriate **Occupational Health and Safety Committee(s)** and shall ensure that:
 - 1) Individuals are aware of the seriousness with which the union and employer view harassment.

- 2) All employees/managers shall be provided with the education necessary for them to prevent harassment, identify harassment when it occurs, and a process to properly report complaints.
- 3) Incidents are investigated promptly, objectively, and in a sensitive, confidential manner. Investigations shall be carried out in accordance with specific harassment policies, and the union shall be advised upon initiation of a formal investigation and shall be kept advised.
- 4) If applicable, training shall be provided to those employees deemed responsible to conduct investigations. This training shall be paid at regular rates of pay.
- 5) The necessary corrective action is taken.
- 6) If an employee believes that they have been harassed, an employee should:
 - i) Tell the alleged harasser to stop.
 - ii) Document the event(s) complete with the time, date, location, names of witnesses, and details for each event.
- 7) If the harassment does not stop at this point, or if the harassed employee does not feel able to approach the alleged harasser directly, that employee should immediately report, verbally or in writing, the harassment to the appropriate supervisor and/or union representative.
- 8) Upon receipt of any verbal or written complaint, the employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint.
- 9) The supervisor must maintain written notes of their actions. Failure to resolve shall result in the initiation of a formal investigation.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Union Membership

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

5.02 Employee List

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

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

The employee contact list will be provided on an annual basis on the 31st of January.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be made from each pay cheque and shall be forwarded to the national union and a copy forwarded to the secretary-treasurer of the union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made and showing each employee's gross wages and dues deducted for the period.

6.03 Dues Receipts

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

6.04 Changes in Dues

The union shall notify the employer in writing of any changes in initiation fees, assessments, and monthly dues not less than thirty (30) days before the effective date of the change.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

7.02 Copies of Agreement

When employees begin their employment, the executive director shall introduce them to their union steward or representative who shall provide employees with a copy of the collective agreement.

7.03 Interviewing Opportunity

A representative of the union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment, for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the employer and the union. For such arrangements, prior notification shall be given to the executive director, and the time will be arranged to limit the disruption of the normal functioning of the early learning and childcare centre.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and from the executive director, board of directors, the secretary of the local union, and the union representative.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit without the proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson.

In order that this may be carried out, the union shall supply the employer with the names of its officers. Until advised otherwise by the board of directors, the union shall communicate with the early learning and childcare centre through the executive director and the board of directors. However, the union will be provided with a list of board members after each annual general meeting and shall be notified of any changes.

9.02 Union Bargaining Committee

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

9.03 Labour Relations Discussions

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

9.04 Representatives of Canadian Union

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representative(s) shall have access to the employer's premises, but not to confidential files except as per Articles 9.06 and 11.09, to investigate and assist in the settlement of a grievance. For such access, prior notification shall be given to the executive director, and the time will be arranged to limit disruption of the normal functioning of the early learning and childcare centre.

9.05 Time Off for Meetings

Any representative of the union on the union executive, who is in the employ of the employer, shall have the right to attend meetings with the employer held within working hours without loss of remuneration. For such meetings, prior notification shall be given to the executive director, and the time will be arranged to limit disruption of the normal functioning of the early learning and childcare centre.

9.06 Technical Information

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

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD

10.01 Copies of Resolutions

Copies of all motions, resolutions, and bylaws or rules and regulations adopted by the board subsequent to this agreement being signed which affect the members of the union are to:

- 1) be forwarded to the union; and
- 2) be posted on the union bulletin board for a minimum of ten (10) days.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definition of Grievance

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

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

11.02 Recognition of Grievance Committee

- a) To provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union Grievance Committee, which shall consist of a steward selected by the union, the union president, and the secretary-treasurer.
- b) Staff Representatives

In the discussion of grievances with the employer, the Grievance Committee may, at any time, be accompanied by a staff representative of the Canadian Union of Public Employees.

11.03 Handling Grievances During Work Hours

Members of the Grievance Committee, as well as the aggrieved employee(s), have the right to secure permission from the executive director to leave assigned duties for a reasonable period and so as not to disrupt the early learning and childcare centre to discuss any grievance with appropriate representatives of the employer. Such Grievance Committee member or aggrieved employee shall not lose any pay or other benefit for time so spent.

11.04 Settling of Grievances

At each step of the grievance procedure, the grievor shall have the right to be present. An earnest effort shall be made to settle grievances fairly and in the following manner:

Step 1

The union shall submit the grievance in writing to the executive director. The grievance will indicate what articles or clauses in the agreement have been violated. The steward and the employee shall meet with the executive director within five (5) working days after the grievance has been filed. The executive director shall give their decision within five (5) working days from the date of such meeting. For grievances to be considered, they must be filed within ten (10) working days of the occurrence or within ten (10) working days of the union becoming aware of the alleged grievance, provided that the period does not exceed thirty (30) days from the date of occurrence.

Step 2

Failing satisfactory settlement at Step 1, the aggrieved employee and the Grievance Committee, within five (5) working days of receiving the executive director's decision, shall refer the dispute to the employer's board of directors. The grievance shall be heard at the board's next regularly scheduled board meeting or within thirty (30) days, whichever comes first. The board shall give its decision within ten (10) working days.

Step 3

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

11.05 Grievances in Writing

Grievances shall be submitted in writing, as shall replies and all matters pertinent to the grievance process. Such grievances must be submitted to the executive director as outlined in Article 11.04 Step 1, unless the parties mutually agree to extend the timelines.

11.06 Disputes Involving General Application or Interpretation

Where a dispute on a question of general application or interpretation occurs, the employer and the union may agree to bypass Steps 1, 2, and 3 of Article 11.04.

11.07 Union May Institute Grievances

The union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

11.08 Procedure When Time Limits Expire

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

11.09 Provision of Payroll Information

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

11.10 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

ARTICLE 12 – ARBITRATION

12.01 Composition of Board of Arbitration

The board of arbitration shall consist of three (3) persons. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the agreement, indicating the name of its appointee to the arbitration board. Within seven (7) working days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the arbitration board. The two appointees shall then meet to select an impartial chairperson. **Upon mutual agreement, the parties may elect to appoint a single arbitrator to hear the grievance.**

12.02 Failure to Appoint

If the party receiving the notice fails to nominate an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) working days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Board Procedure

The board shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representation and present witnesses. In its attempts at justice, the board shall, as much as possible, follow a layperson's procedure and shall attempt to avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within twenty (20) calendar days from the time the chairperson is appointed.

12.04 Decision of the Board

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

12.05 Disagreement on Decision

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

12.06 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the nominee it appoints.
- 2) One-half (1/2) of the fees and expenses of the chairperson.

12.07 Amending of Time Limits

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

12.08 Witnesses

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

ARTICLE 13 – DISCHARGE, SUSPENSION, AND DISCIPLINE

13.01 Suspension and Discharge

The employer reserves the right to suspend or discharge an employee for just cause.

13.02 Warnings

In all matters related to poor work performance and for each type of offence, the executive director will give one (1) verbal and two (2) written warnings to the employee stating the offence and time allowed for change. In the event that work performance does not change to the expected level within the stated time period and after these three (3) warnings, the employer may commence further progressive disciplinary action up to and including termination.

13.03 Progressive Discipline

The employer agrees to administer discipline in accordance with the principles of progressive discipline. The parties recognize the following steps of progressive discipline:

- 1) Verbal warning(s)
- 2) Written warning(s)
- 3) Suspension(s)
- 4) Dismissal

13.04 Warning Within Two (2) Working Days

Warnings related to an employee's poor work performance shall be made within two (2) working days of the employee's return to work or two (2) working days after the incident comes to the executive director's attention. Copies of written warnings shall be sent to the union secretary. Notice of a verbal warning shall be included in the employee's file after the employee initials the notice.

If both these procedures are not followed, such expressions of dissatisfaction shall not become a part of the employee's record or be used against the employee at any time.

13.05 Warnings Given in a Cooperative and Corrective Fashion

The employer agrees to consider such warnings in a cooperative and corrective manner and will endeavour to assist the warned employee in improving their work performance.

13.06 Discipline Notification

The employee shall be notified in writing of the action and the penalty, with a copy to the secretary of the union. During any discussions with an employee on any discipline, an employee shall have the right to be accompanied by a member of the union executive or union steward.

13.07 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the employer.

13.08 Employees' Record

Employees' records shall not be used against them at any time after twenty-four (24) months following a disciplinary action, including any letters of reprimand or adverse reports. However, if a disciplinary action of equal or greater severity is taken against an employee during the twenty-four (24) month period, the first disciplinary action shall be considered part of the employee's record for twenty-four (24) months after the second action.

13.09 Personnel Records

Employees shall have the right to have access to and review their personnel record in the presence of the executive director. The employee shall initial and date each document in the file at the time of the review. Any material disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure, and the eventual resolution thereof shall become part of an employee's record. No evidence of which the employee was not aware at the time it was placed in their file may be introduced as evidence in any hearing. Employees shall have the right to make copies of any material contained in their personnel record upon signing a release of the employer of confidentiality obligations.

The employer shall provide written confirmation to employees when material is permanently removed from personnel files.

13.10 Termination

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

13.11 Payment of Wages and Benefits of Discharged and Terminated Employees

Employees who are discharged or who terminate their services with the employer shall be paid all wages, benefits, and vacation pay due to them on the first subsequent payday following termination or discharge time.

13.12 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line arising out of labour disputes. Failure to cross such a picket line by a member of this union, shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action. The employer should receive immediate notification of such action.

13.13 Presence of a Shop Steward

In all cases where the employer or designate considers an employee's conduct to warrant a disciplinary action (dismissal, suspension, reprimand), no steps shall be taken other than in the presence of a shop steward or a grievance representative who may, at the option of the employee, act as an advocate. The employee shall have an opportunity to state their side of the case.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority shall be defined as the length of service in the bargaining unit from the date the employee entered the service of the employer and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

Employees employed at October 31, 2014 were ranked in order of seniority calculated on hours of seniority from the date the employee last entered the service of the employer and converted to a calendar start date.

An employee shall earn seniority for:

- a) annual vacations;
- b) paid holidays;
- c) all paid leaves;
- d) any authorized unpaid leave up to thirty (30) calendar days at one time;
- e) consecutive time off while receiving benefits under the *Workers' Compensation Act*;
- f) leave granted under Article 23.01 of this agreement;
- g) maternity leave;
- h) parental leave; and
- i) adoption leave.

In the case of part-time and relief employees on maternity, adoption, or parental leave, seniority shall continue to accrue.

14.02 Seniority List

The employer shall maintain a seniority list showing the date upon which the employee's service commenced per Article 14.01. A seniority list shall be sent to the union and posted on the bulletin board on January 31 of each year. Employees shall have two (2) weeks to advise the employer of any errors in the list. On proof of error, the employer shall revise the list.

14.03 Probation for Newly Hired Employees

- a) A newly hired full-time employee shall be on probation for five hundred twenty (520) paid hours beginning on the date of hiring.
- b) A newly hired part-time employee shall be on probation for five hundred twenty (520) paid hours or four (4) months, whichever comes first, beginning on the date of hiring.
- c) A newly hired casual employee shall be on probation for three hundred twenty (320) paid hours or six (6) months, whichever comes first, beginning on the date of hiring.

In this probationary period, casual employees must obtain a first aid certificate and basic life saving (BLS) – Level B (as stated by OH&S and Childcare Division). If the courses are not available during the probationary period, an extension shall be granted to the first date that such courses are held.

- d) The probationary period may be extended by mutual agreement between the employer and the union. After one (1) verbal warning, a probationary employee may be terminated without reference to the grievance procedure.
- e) Unless the union, the employee, and the executive director agree to an extension, all employees hired into permanent positions must meet the minimum qualifications established by this collective agreement within six (6) months of that hiring or as soon thereafter as the classes are available.

14.04 Loss of Seniority

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the employer.

An employee shall lose all seniority and shall be deemed to have terminated employment if the employee:

- a) is discharged for just cause and is not reinstated;
- b) resigns in writing and does not withdraw the resignation within twenty-four (24) hours;
- c) does not respond to recall to employment from layoff after one (1) week's notice;
- d) is laid off and not recalled for a period longer than twelve (12) consecutive months;
- e) fails to report for work immediately following the expiration of a leave of absence when available work coincides with the expiry of the leave;
- f) retires;
- g) is a casual employee and is not employed by the employer for a period of one hundred twenty (120) calendar days computed from their last day of work, exclusive of approved leaves of absence.

14.05 Retention of Seniority Rights

- a) If an employee resumes employment within twelve (12) months of lay-off, they shall retain seniority rights accumulated prior to lay-off.
- b) Resigns from a full-time or part-time position and is offered and accepts a part-time or casual position within three (3) months of resignation.

14.06 Transfer and Seniority Outside Bargaining Unit

Employees shall not be transferred to a position outside the bargaining unit without their consent. If employees are transferred, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Employees filling permanent and temporary vacancies shall have the right to return to their former position and wage or salary scale without loss of seniority at any time during their trial period, which shall not exceed five hundred twenty (520) hours. Any employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage or salary scale without loss of seniority. For temporary vacancies which exceed five hundred twenty (520) hours, employees will retain the right to return to their former position and wage or salary scale without loss of seniority after the term of their appointment is completed.

ARTICLE 15 – EMPLOYEE PERFORMANCE REVIEW, PROMOTIONS, AND APPOINTMENTS

15.01 Employee Performance Review

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review.

The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

The employee shall have the right to respond in writing to such review within ten (10) working days, and such response shall become part of the record.

15.02 Job Postings

When a vacancy occurs, or a new position is created inside or outside of the bargaining unit, the employer shall notify the union in writing and post notice of the position in the employer's premises for a minimum of five (5) working days.

15.03 Information in Postings

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

15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the employer;
- 2) that job opportunities should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of five hundred twenty (520) working hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee requests to revert to their previous job, the employee shall be returned to their former position, wage or salary scale, and without loss of seniority. Employees in a trial period shall be entitled to the provisions of Article 11 if they are returned to their former position against their will. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

15.06 Promotions Requiring Higher Qualifications

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

15.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on bulletin boards. The union shall be notified of all appointments, hirings, layoffs, transfers, and terminations of employment. The employer shall provide the union with contact information for new employees: home mailing address, home telephone number, email address(s), and cell phone, if available.

15.08 Temporary Pay for Higher Duty (TPHD) or Supervisory Premium

In the event that an in-scope employee is required to temporarily assume the supervisory duties of the early learning and childcare centre executive director, their pay shall be adjusted on the following scale:

<u>Hours Worked</u>	<u>Pay Adjustment</u>
1 hour to 40 hours	7% of current wage
41 hours to 173 hours	9% of current wage
174 hours to 520 hours	12% of current wage

After five hundred twenty (520) hours, an acting executive director position would be posted, and staff would be encouraged to apply for the position.

15.09 Dues on Temporary Pay for Higher Duty

A union member receiving temporary pay for higher duty will have union dues deducted from the wages received during the supervisory duty.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Role of Seniority in Lay-Offs

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

16.02 Recall Procedure

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

16.03 No New Employees

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

16.04 Advance Notice of Lay-Offs

Unless legislation is more favourable to the employees, the employer shall notify employees who are laid off ten (10) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, the employee shall be paid for the ten (10) days for which work was not made available.

16.05 Recall after Layoff

As per Article 14.04 (c), an employee must respond to recall to employment after one (1) week's notice via registered letter to the employee's last known address. If the employee responds to recall but does not return to work within two (2) weeks or as approved by the executive director, the employee will be considered terminated.

ARTICLE 17 – HOURS OF WORK

17.01 Regular Daily Hours

The regular hours of work are eight (8) hours daily.

17.02 Standard Weekly Hours

The standard weekly hours will be forty (40) hours weekly.

17.03 Hours of Shifts

The hours of shifts are to be designated by the executive director. Employees will be given the option of having a half-hour or hour-long unpaid lunch break, provided that Child Care Regulations staff/child ratio requirements shall always take precedence when schedules are being prepared.

17.04 Provisions for Staff Meetings

Full-time employees shall be compensated at overtime rates for attendance at staff meetings held outside the regular hours of work to a maximum of two (2) hours per staff member per meeting. Part-time employees shall be compensated at straight time for attending these meetings unless their hours worked plus meeting time hours total more than eight (8) hours in a day. Time over eight (8) hours shall be compensated at overtime rates. Earned meeting time may be taken, at the appropriate overtime rate, in time off at a mutually agreed time rather than wages. Employees shall not be required to attend staff meetings during their vacation period; however, should an employee be requested and agree to attend the staff meeting during the week prior to returning to work from vacation, the employee shall be entitled to the other provisions of this article.

17.05 Extra Shifts for Part-Time Employees

- a) Part-time workers will be given first opportunity to accept extra hours of work up to full-time hours.
- b) When a shift that has more hours than a part-time employee's regular shift becomes available, the part-time employees shall be offered hours of that shift as follows:
 - i) the part-time employee's shift shall be expanded up to eight (8) hours so that the end of the expanded shift corresponds with the end of the employee's regularly scheduled part-time shift;
 - ii) hours of the relief shift that fall in advance of the expanded shift shall be offered to casual employees as per Article 17.05 (c);
 - iii) part-time employees shall be offered relief hours in order of their seniority;
 - iv) if expanding a part-time employee's shift would put them into an overtime situation, the expansion of shifts shall be limited to avoid overtime.
- c) Casual employees shall be called in on a rotating basis when no part-time workers are available. An employee refusing their turn in rotation shall be considered as having had their turn of work, and the next person in line shall be contacted to work. Therefore, the start of the next call-in begins immediately after the last person who worked the previous call-in.

- d) The union secretary shall give the executive director the names of the part-time workers who want to be called for relief work.

17.06 Rest Periods

Employees scheduled to work an eight (8) hour shift shall be entitled to two (2) fifteen (15) minute rest periods as scheduled by the executive director, assistant director, or any other designated employee. Employees scheduled to work less than an eight (8) hour shift shall be entitled to one (1) fifteen (15) minute rest period as scheduled by the executive director, assistant director, or any other designated employee.

17.07 Meal Breaks

Any employee that is scheduled to work more than five (5) hours shall be scheduled a thirty (30) minute unpaid lunch break.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

All time worked in excess of eight (8) hours a day shall be considered overtime (as shall hours worked on holidays and regular days off).

18.02 Compensation for Overtime

Overtime requires advance approval, except in emergency situations relating directly to childcare. All overtime will be paid at the rate of time and one-half (1½X).

18.03 No Lay-Off to Compensate for Overtime

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

18.04 Additional Hours for Part-time Employees

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

18.05 Sharing Overtime

Overtime shall be divided equally among employees on a rotating basis from the list provided by the union.

18.06 Minimum Overtime

Overtime work shall be on a voluntary basis. The employer shall keep overtime to a minimum.

18.07 Advance Notification of Overtime

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

18.08 Call Back Pay Overtime

A full-time employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

18.09 Time Off in Lieu of Overtime

Instead of cash payment, an employee may choose to receive time off equal to the appropriate overtime earned at a time selected by the employee by mutual agreement between the employee and the executive director.

Any unused time in lieu in excess of twenty (20) hours outstanding at the end of the fiscal year shall be paid out at the employee's hourly rate at which it was earned.

ARTICLE 19 – HOLIDAYS

19.01 Paid Holidays

The employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	

and any other day proclaimed as a holiday by the federal, provincial, or municipal government. To recognize National Truth and Reconciliation Day, the parties chose to add one (1) personal day in lieu of the holiday. **Where the school board, Saskatchewan Labour Relations Board, or the provincial government choose to recognize National Day for Truth and Reconciliation, the employer will recognize it as a paid holiday, and the one (1) personal day will be removed.**

19.02 Compensation for Holidays Falling on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the employees shall receive one of the adjacent days as the holiday. This provision shall not apply to casual employees. This shall be done in accordance with the flexibility of the early learning and childcare centre.

19.03 Holiday Pay

If the early learning and childcare centre is open on any of the above-noted holidays, and if an employee is required to work on a holiday, the employee shall be paid at the rate of time and one-half (1½), plus the regular rate of pay for each hour worked. Time in lieu at the appropriate overtime rate may be taken in lieu of payment. Casual employees working on a holiday shall be paid at their regular hourly rate plus time and one-half (1½).

ARTICLE 20 – VACATIONS

20.01 Length of Vacation

a) Length of Vacation:

A full-time employee shall receive an annual vacation, with pay, in accordance with the employee's years of employment, as follows:

Less than one (1) year – one and one-quarter (1 ¼) working days for each month

After one (1) year – fifteen (15) days

After seven (7) years – twenty (20) days

After ten (10) years – twenty-five (25) days

After thirty (30) years – thirty (30) days

Part-time employees or full-time employees with fewer than full-time hours eligible for entitlement in the period shall receive vacation leave according to the above schedule with vacation pay pro-rated according to the following formula:

$$\frac{\text{Number of hours eligible for entitlement during the period}}{\text{full-time hours in the period}} \times \text{hourly rate} \times \text{vacation days per month expressed in hours} \\ \text{X number of months worked} = \text{vacation pay}$$

Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any other paid leave, and hours absent for approved leave under Article 23.01.

b) **Casual Employees' Vacation Pay:**

Casual employees' vacation pay shall be calculated per rates established in Article 20.01 a) and shall be paid to the employee on each pay cheque.

20.02 Time of Vacation

a) **Time of Vacation:**

Employees not on probation shall be entitled to take their vacation as follows:

The executive director shall circulate a vacation calendar among all employees, beginning with the most senior employee and continuing in order of seniority. All employees shall be entitled to book the current annual entitlement of holidays on the first rotation of the vacation calendar. Any remaining accumulated holidays may be booked on the second rotation. On the first rotation employees must book a complete week of holidays at a time equivalent to the annual entitlement. An employee shall not break up any part of the week on the first rotation; for example, only booking one (1) or two (2) days of a particular week would not be approved on the first rotation. Each employee will indicate their preferred vacation dates within four (4) working days of receiving the calendar. The calendar must remain with the employer over the weekend. The calendar shall be handed to the executive director Friday before the end of the workday and would then be returned to the employee Monday morning for the completion of the four (4) days. Both parties agree that the vacation schedule must be practical insofar as the operations of the early learning and childcare centre are concerned, notwithstanding that the vacation schedule is subject to the executive director's approval, such approval shall not be unreasonably withheld. Therefore, if three (3) or more employees want to take their vacation during the same period, the process to determine which employee has the first preference is as follows:

- 1) The three (3) or more employees discuss the problem. If no solution is found;
- 2) The three (3) or more employees and the employer discuss this problem. If no mutually agreeable solution is found;
- 3) A decision is reached on the basis of seniority of the employees involved. The vacation schedule shall be posted not later than January 16 each year. Any changes to be made after that date shall only be made by mutual agreement between the executive director and the employee.

- b) The vacation year shall be January 1 to December 31. Employees shall be entitled, on written request, to carry over one (1) week's vacation. Such request shall be made during the period when the vacation list is posted. Vacation credits carried over shall be paid out at the employee's current rate of pay.

20.03 Compensation for Holidays in Vacations

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

20.04 Approved Leave of Absence in Vacation

Where an employee is ill, hospitalized, or bereaved per Article 23.04 during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option. Sick leave credits for illness or hospitalization shall be deducted in lieu of vacation credits, and a medical certificate is mandatory.

20.05 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the executive director.

ARTICLE 21 – SICK LEAVE

21.01 Casual Employees

Sick leave provisions shall apply to casual employees on a scheduled day of work.

Casual employees shall earn sick leave credits on a pro-rated basis equivalent to full-time hours and subject to the provisions of Articles 21.03 and 21.04.

21.02 Definition of Sick Leave

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, having a contagious disease, mental illness, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Medical, chiropractic, or dental appointments not related to illness or pregnancy shall be taken as per Article 23.06.

21.03 Annual Paid Sick Leave

Employees shall earn sick leave credits at the rate of fifteen (15) days per year (1.25 days per month).

Sick leave credits shall be calculated as follows:

$$\frac{\text{Number of hours eligible for entitlement}}{\text{Full prescribed hours per year}} \times 15 = \text{sick leave credits}$$

NOTE: Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay, hours of any paid leave, and hours absent for approved leave under Article 23.01.

21.04 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue for the employee's future benefits to a maximum of seventy (70) working days. Accumulated sick leave is not to be paid out upon termination of employment.

21.05 Illness in the Family

During illness of an employee's dependent, an employee shall be entitled, after notifying the executive director, to use a maximum of seven (7) accumulated sick leave days per illness for this purpose at any one time. After five (5) days, a medical certificate may be required. In the event of a serious illness of a member of an employee's immediate family, paid leave will be arranged by mutual agreement. Immediate family shall mean son, daughter, foster child/ward, dependent family member, spouse, or parent of an employee.

21.06 Deductions from Sick Leave

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

21.07 Sickness to be Reported

Any employee absent from work because of illness must inform the **workplace directly by phone call/voicemail** an hour before they are to report for work so that a substitute can be arranged. **If the phone is not answered, a voicemail shall be acceptable. An employee working the opening shift must contact the executive director and receive confirmation of reception at least one (1) hour before the start of required shift and no more than two (2) hours before the shift.** If less than one (1) hour notice is provided, the employer shall not be restricted to the availability list.

21.08 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner **where abuse of sick time is suspected. All documentation requested by the employer shall be paid for by the employer.**

21.09 Sick Leave During Leave of Absence

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

21.10 Sick Leave Records

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

21.11 Sick Leave Committee

The employer and the union agree to strike a committee to review sick leave use in the early learning and childcare centre with a view to making recommendations to their respective principals on minimizing sick leave use. Each party will select its representatives to this committee.

ARTICLE 22 – ACCOMMODATION OF EMPLOYEES

22.01 General

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

The employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an employee, the following shall apply in the order listed below:

- a) Determine if the employee can perform their existing job as it is;
- b) If the employee cannot, then determine if the employee can perform their existing job in a modified form;

- c) If the employee cannot, then determine if they can perform another job in its existing form;
- d) If the employee cannot, then determine if they can perform another job in a modified form.

Note: All options shall be considered when accommodating employees.

In such circumstances, the employer and the local of the union may agree to waive certain provisions in this agreement.

22.02 Medical Information

It will be the responsibility of the employee returning to work to provide the employer with medical evidence of the limitations associated with the disability.

The procedure to determine that an employee is fit to perform the duties of their job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- a) a prognosis for recovery, with or without limitation;
- b) clear opinion as to the employee's fitness to return to work;
- c) an opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;
- d) how long any limitations may last.

22.03 Accommodation Meetings

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

ARTICLE 23 – OTHER LEAVES OF ABSENCE

23.01 Leave of Absence for Union Functions

An employee who is involved in contract negotiations or grievance or arbitration procedures with the employer shall not suffer any loss of pay or benefits or seniority for hours of work missed.

An employee representing the union at a Canadian Union of Public Employees convention or conference shall be granted unpaid leave without benefits and without loss of seniority to attend.

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

- a) The employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow unpaid leave of absence without benefits and without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is elected to public office shall be allowed unpaid leave of absence without benefits and without loss of seniority during their term of office.
- c) An employee who is elected or selected for a full-time position with the union or any body with which the union is affiliated shall be granted unpaid leave of absence without benefits and without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during the employee's term of office, provided satisfactory arrangements can be made to fill the employee's position during the leave.
- d) For any leave granted under this article, except as set out in Article 14.01(e) and (g), seniority shall be maintained but not accrued.

23.03 General Union Leave

Upon approval of the director, up to two (2) employees shall be granted leave of absence without pay at one time for up to ten (10) days per year to attend to the business of the local and/or attend union training. Such leave shall be requested in writing at least ten (10) working days in advance. Such approval shall not be unreasonably withheld. Such leaves must not interfere with child/staff ratios.

23.04 Paid Bereavement Leave

An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' leave without loss of pay or benefits or seniority per occasion in the case of death of a parent, wife, husband, common-law spouse, same-sex partner, **sibling**, child, mother-in-law, father-in-law, **sibling-in-law**, grandparent, grandchild, fiancé, step-child, step-parent, **step-sibling**, former or legal guardian, **elder**, **unborn child**, or any person with whom the employee has experienced a similar relationship. An employee required to administer bereavement responsibilities shall be given an additional five (5) regularly scheduled consecutive workdays' leave without pay or benefits but without loss of seniority. When these duties include executing a will, the employee will provide the executive director with proof of the executorship. Where the burial occurs outside the province, such leave shall include reasonable travelling time, not to exceed five (5) days, without pay or benefits but without loss of seniority.

An elder or cultural or spiritual leader is considered family. The term is intentionally broad to respect Indigenous traditions, multigenerational caregiving roles, and cultural definitions of family.

Documentation may include a death notice, an obituary, a funeral program, a cultural or community confirmation if applicable.

In the event of a serious illness or death of a member of a casual employee's family or a close friend requiring a casual employee to leave the early learning and childcare centre when working, the casual employee shall receive pay for that day as if the full pre-scheduled hours had been worked.

23.05 Pallbearer's Leave

One (1) day leave shall be granted without loss of pay, benefits, or seniority to attend a funeral as an actual or honorary pallbearer. This provision shall not apply to casual employees.

23.06 Medical Care Leave

Employees shall be allowed up to four (4) days per annum paid leave of absence in order to engage in personal or dependent preventative medical and dental care. On request, employees may be required to show proof of medical or dental care. This provision shall not apply to casual employees.

When an employee has a medical, dental, or chiropractic appointment, they must notify the executive director one (1) day prior to the appointment. The executive director shall try to accommodate an employee's medical appointment while meeting all child/staff ratios.

When making same-day requests for such appointments, the employee is responsible to discuss with the executive director the availability of time off to ensure that the child/staff ratios are met at all times. Such appointments must not interfere with the daily operations such as scheduling, except where there are exceptional circumstances.

Employees may access six (6) months of unpaid leave while continuing to accrue seniority to access gender-affirming care. Employees may use sick and/or vacation credits before transferring to unpaid leave for the remainder of the leave.

23.07 Maternity Leave

An employee who has completed their probationary period shall, upon their written request providing at least two (2) weeks' advance notice where possible, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the employee, providing that they commence maternity leave no later than the date of delivery.

Maternity leave shall be without pay and benefits, except during the health-related absence or “disability period” that occurs during every pregnancy where an employee is absent from work and is also in receipt of sick leave or long-term disability. The pregnant employee may move from the unpaid maternity leave to sick leave and return to maternity leave once they have recovered from the birth.

- a) This leave shall consist of any period up to twelve (12) months in any combination before or after the birth or adoption of the child.
- b) Upon written request, the employee may consider any further extension of the maternity/paternity leave that is recognized by the Government of Canada.
- c) An employee on such leave shall provide the employer with at least four (4) weeks’ written notice of readiness to return to work. The employer shall reinstate them in the same position held by them immediately prior to taking leave, or, if such is not possible, provide the employee with alternate work of a comparable nature.
- d) **Maternity leave includes unpaid leave for up to twelve (12) months, with seniority protected for an employee who loses a pregnancy up to twenty-five (25) weeks before the estimated due date. Employees may utilize sick and/or vacation leave credits before transferring to unpaid leave.**

23.08 Adoption and Parental Leave

An employee who has completed their probationary period shall, upon written request and two (2) weeks’ advance notice, if possible, be granted leave without pay for up to twelve (12) months that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child.

An employee on such leave shall provide the employer with at least two (2) weeks’ written notice of readiness to return to work. The employer shall reinstate the employee in the same position held by them immediately prior to taking the leave, or, if such is not possible, provide the employee with alternate work of a comparable nature.

23.09 Seniority and Benefits

While on the above leave(s), an employee shall accumulate seniority.

23.10 Leave for Disease and Conditions Harmful to Pregnancy

A pregnant employee shall receive immediate sick leave in the event that a suspected danger to the employee occurs in the early learning and childcare centre and shall extend until all danger from such conditions no longer exist. Such leave shall be deducted from accumulated sick leave. **The sick leave must be accompanied by a physician note.**

A pregnant casual employee shall immediately leave the early learning and childcare centre in the event that a suspected danger to the employee occurs in the early learning and childcare centre, and the employee shall receive pay for that day as if the full pre-scheduled hours had been worked.

23.11 Emergency Leave

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

In the event that an emergency leave affects a number of employees, the employees must be willing to work in such a manner that child/staff ratios are met, and the daily operations are not affected.

23.12 Time Off for Elections

Employees shall be allowed four (4) non-working consecutive hours before the closing of the polls in any federal election or referendum and three (3) non-working hours in any provincial or municipal election or referendum. Employees shall receive pay, benefits, and seniority for any hours in the four (4) or three (3) hour period that they are scheduled to work.

23.13 Paid Jury or Court Witness Duty Leave

The employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court. The employer shall pay an employee the difference between the employee's normal earnings and the payment the employee receives for jury duty or court service, excluding payment for travelling, meals, and other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of an employee's employment shall be considered as time worked at the appropriate rate of pay. This provision shall not apply to casual employees.

23.14 Canadian Citizenship

An employee shall be allowed up to one (1) day off with pay to process their Canadian citizenship application. The employee shall supply the employer with proof of application. This provision shall not apply to casual employees.

23.15 Temporary Foreign Worker Leave of Absence

The employer recognizes that immigration documentation and status maintenance are essential for legally working and residing in Canada. Because certain immigration processes may require an employee to be temporarily absent from the workplace or to return to their country of origin, the employer will provide structured leave options to the employee.

23.16 Education Leave

Any course or workshop considered necessary by the employer for an employee to continue employment in the early learning and childcare centre, including the current requirements of the *Child Care Act* and Saskatchewan Child Care Regulations, shall be compensated as follows:

- a) Time off with pay to attend classes during regular working hours when courses are not available outside of regular working hours and when approved by the executive director. Proof of attendance will be required.
- b) Payment by the employer of 50% class fees not otherwise reimbursed, upon successful completion. The foregoing provisions apply to employees on staff as of January 1, 2002.
- c) The employer shall pay 100% of fees for first aid certificates and basic life saving for all permanent and part-time employees. After casual employees have obtained their first aid certificate and basic life saving as required by Article 14.03 (c), the employer shall pay 100% of fees for re-certifications.
- d) Under exceptional circumstances, this article may be altered by mutual agreement between the parties.
- e) Time spent attending courses outside of working hours shall be compensated in time in lieu at either straight time or at time and a half if the employee has already worked either eight (8) hours in a day or forty (40) hours in a week. This article shall not apply to casual employees.
- f) Employees on education leave for twenty-four (24) consecutive months shall accumulate seniority as though they were at work.

This provision shall not apply to casual employees except for Article 23.15 c).

23.17 General Leave

An employee shall be entitled to leave of absence without pay and benefits and without loss of seniority when the employee requests such leave for good and sufficient cause. Such requests shall be in writing and will be subject to approval by the employer.

23.18 Return from Leave

Employees returning from any authorized leave shall be returned to their former position and rate of pay (including any negotiated increases) when they return.

23.19 Personal Days

Each employee shall be entitled to four (4) personal days off with pay each calendar year, to be taken at a time mutually agreeable to the employer and the employee. The days earned shall be equivalent to time worked so that an employee beginning employment after January 31 shall earn 0.33 days per month. These days shall not be carried over from year to year.

23.20 Compassionate Care Leave

An employee shall be entitled to a leave of absence without pay but without loss of seniority of a maximum of twenty-six (26) weeks (or any other period of time recognized by the Government of Canada) to provide care or support to a family member who is critically ill and who has a significant risk of death. An employee shall apply in writing, providing proof of the nature of the dependent relationship and the critical nature of the illness.

23.21 Intimate Partner/Inter-Personal Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Workers experiencing domestic violence shall be granted sixteen (16) hours paid leave for attendance at appointments, legal proceedings, and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.

All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

The employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

23.22 Specific Leaves of Absence as provided in *The Saskatchewan Employment Act*

Employees shall be entitled to leaves of absence for Reserve Force Service leave, organ donation leave, crime-related child death or disappearance leave, critically ill childcare leave, and citizenship ceremony leave, as provided by *The Saskatchewan Employment Act*, Part II, Division 2, Subdivision 11.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The employer shall pay salaries and wages semi-monthly or on a frequency mutually agreed upon in accordance with Schedule “A” attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

24.02 Rate of Pay on Qualification Upgrade

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

24.03 Pay on Temporary Transfers, Lower Rated Jobs

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

24.04 Vacation Pay

An employee may, upon giving at least seven (7) calendar days’ notice, receive on the last office day preceding commencement of the employee’s annual vacation, any pay cheques which may fall due during the period of vacation.

24.05 Payroll Deductions

Payroll deductions shall be made as required by federal and provincial legislation and union dues will be deducted as stated in Article 6.01. Any other deductions shall be made only with the written consent of the employee.

24.06 Payroll Correction

Any payroll error, for example, shortage of pay, will be rectified as soon as possible.

24.07 Direct Deposit

All required banking information must be submitted to the executive director upon hiring. All employees will be paid by direct deposit.

ARTICLE 25 – EMPLOYEE BENEFITS

25.01 Workers' Compensation Pay Supplement

All employees shall be covered by the *Workers' Compensation Act*. Pending a settlement of the insurable claim, the employee shall receive the benefits of that claim from the employer. Such payments shall be repaid by the employee to the employer in full upon receipt of compensation.

25.02 Employee Benefits

- a)** Upon completion of ninety (90) days of employment, eligible employees as recognized by The Co-operators shall be registered for the following benefits, provided by The Co-Operators:

Basic Life Insurance	50% employer paid, 50% employee paid
Accidental Death and Dismemberment	50% employer paid, 50% employee paid
Short-term Disability	100% employee paid
Extended Health and Dental	50% employer paid, 50% employee paid
Dental	50% employer paid, 50% employee paid
Employee Assistance Program	50% employer paid, 50% employee paid

- b) Pension**

Eligible employees will participate in the Saskatchewan Pension Plan (SPP) in accordance with the plan rules and applicable legislation.

The employer shall make an unmatched pension contribution of forty dollars (\$40.00) per month, or twenty dollars (\$20) each pay period, on behalf of each full-time employee.

In addition, the employer shall make a twenty-dollar (\$20.00) monthly pension contribution for any month following a month in which the employee worked a minimum of eighty (80) hours. Eligibility for this contribution is determined based on hours worked in the immediately preceding month.

25.03 Health/Wellness Spending

Employees working full-time hours shall be eligible to access one hundred dollars (\$100.00) per year to use for wellness expenses, such as a YWCA/YMCA membership or other such wellness programs, or for medical expenses not fully covered by existing medical plans. Employees working less than full-time hours shall have this benefit prorated. Employees shall submit receipts prior to reimbursement.

ARTICLE 26 – JOB SECURITY

26.01 Restrictions on Contracting Out

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

26.02 Temporary Foreign Workers

The employer agrees to assist any employee whose immigration status is linked to their employment in reviewing and maintaining their immigration status by completing employer-mandated documentation

ARTICLE 27 – GENERAL CONDITIONS

27.01 Accommodation

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

27.02 Bulletin Board

The employer shall provide a bulletin board, which shall be placed so that all employees will have access to it and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 Child Care Facilities

Employees shall be allowed to have their child or children at the early learning and childcare centre by mutual agreement with the employer.

27.04 Mileage Allowance

Employees shall be paid mileage rate for the use of their personal vehicle for childcare work, provided the trip is authorized by the executive director. The transportation rates shall be increased to reflect the percentage change in the Saskatchewan Private Transportation Index (SPTI). The adjustment percentage will be rounded off to the nearest penny and shall not drop below \$0.56 per kilometre. Unauthorized trips will be considered personal and not subject to reimbursement.

In lieu of mileage, the cook staff required to use their vehicle on a regular basis shall receive a monthly car allowance of one hundred dollars (\$100.00) from January 1 to June 30, one hundred twenty dollars (\$120.00) from July 1 to August 31, one hundred dollars (\$100.00) from September 1 to December 31 of each year.

27.05 Keys for Evening Shift Employees

The employer shall ensure that all employees scheduled to work opening **and/or** evening shifts have a key to the building.

27.06 Staff Meeting Attendance

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

ARTICLE 28 – OCCUPATIONAL HEALTH AND SAFETY

28.01 Occupational Health and Safety

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

ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS

29.01 Present Conditions to Continue

All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess shall continue to be enjoyed and possessed insofar as they are not superseded by this agreement but may be modified by mutual agreement between the employer and the union.

ARTICLE 30 – COPIES OF AGREEMENT

30.01 Copies of Agreement

The union and the employer desire every employee to be familiar with the provisions of this agreement and the employee's rights and obligations under it. For this reason, the employer and the union shall make available, on a cost-shared basis, sufficient copies of the agreement for all employees and board members within thirty (30) days of signing.

ARTICLE 31 – TERM OF AGREEMENT

31.01 Duration

This agreement shall be binding and remain in effect from January 1, 2026, to December 31, 2028, and shall continue from year to year. But either party may, not less than sixty (60) days nor more than one hundred twenty days (120) days before the expiry date of the agreement, give notice in writing to the other party to negotiate a revision thereof.

31.02 Notice of Changes

Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred twenty (120) days before the expiry date, give notice in writing to the other party of the changes proposed. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a revised agreement.

31.03 Changes in Agreement

In exceptional circumstances, changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement **and will be reflected in a letter of understanding that will be attached to this agreement.**

ARTICLE 32 – CONFERENCE & EDUCATION DAYS

32.01 Conference, Education, and Professional Development

All childcare educators employed in the centre must participate in at least six (6) hours per year of professional development/continuing education that is acceptable to a program consultant. If an educator is unable to attend the planned continuing education/professional development day, it is up to the educator to make arrangements to complete it at their earliest convenience.

ARTICLE 33 – INSURANCE COVERAGE

33.01 Insurance Coverage

The employer shall supply, through a comprehensive liability policy, insurance coverage for use in the event that any legal action or actions are initiated against an employee by virtue of performance of the employee's assigned duties.

ARTICLE 34 – BANKRUPTCY

34.01 Bankruptcy

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

SIGNING PAGE

SIGNED THIS 13th DAY OF July 2026, AT YORKTON, SASKATCHEWAN.

On behalf of Accent on Kids Early Learning
and Childcare Centre Inc.

Rhonda Oystriick

Rhonda Oystriick (Jul 13, 2026 11:15:14 MDT)

On behalf of Canadian Union of
Public Employees, Local 3683

Michelle Jerg

Michelle Jerg (Jul 14, 2026 05:16:45 MDT)

Selest Morley

Selest Morley (Jul 13, 2026 11:17:15 MDT)

Katlyn Severson

Katlyn Severson (Jul 14, 2026 07:03:44 MDT)

Tonya Karpinski

Tonya Karpinski (Jul 14, 2026 04:57:54 MDT)

Jamie Spitzke

Jamie Spitzke (Jul 14, 2026 12:44:21 MDT)

ES/bs:cope491

SCHEDULE “A”

Wage and Salary Scale

Effective January 1, 2026 – 1.25% Wage Increase

<u>Classification</u>	Up to One Year	One Year up to Two Years	Over Two Years
Cook I/Early Childhood Educator	\$15.55	\$15.83	\$16.10
Cook II/Early Childhood Educator I	\$18.08	\$18.57	\$20.26
Early Childhood Educator II	\$19.24	\$19.68	\$21.15
Early Childhood Educator III	\$19.86	\$20.29	\$21.81
Assistant Director	As per Article 15.08		

Effective January 1, 2027 – 1.25% Wage Increase

<u>Classification</u>	Up to One Year	One Year up to Two Years	Over Two Years
Cook I/Early Childhood Educator	\$15.74	\$16.03	\$16.30
Cook II/Early Childhood Educator I	\$18.31	\$18.80	\$20.51
Early Childhood Educator II	\$19.48	\$19.93	\$21.41
Early Childhood Educator III	\$20.11	\$20.54	\$22.08
Assistant Director	As per Article 15.08		

Effective January 1, 2028 – 1.50% Wage Increase

<u>Classification</u>	Up to One Year	One Year up to Two Years	Over Two Years
Cook I/Early Childhood Educator	\$15.98	\$16.27	\$16.54
Cook II/Early Childhood Educator I	\$18.58	\$19.08	\$20.82
Early Childhood Educator II	\$19.77	\$20.23	\$21.73
Early Childhood Educator III	\$20.41	\$20.85	\$22.41
Assistant Director	As per Article 15.08		

In the event that the employer’s current funding model is terminated, replaced, or materially altered by the funding authority, the parties agree to immediately reopen negotiations for the purpose of addressing wages. The employer shall notify the union in writing within ten (10) days of becoming aware of any such change. Wage reopener negotiations shall commence within thirty (30) days of the union’s receipt of this notice. All other terms and conditions of the collective agreement shall remain in full force and effect during such negotiations.

SCHEDULE “B”

Cook I	–	no paper qualifications except valid first aid certificate and basic life saving (BLS) - Level B
Cook II	–	valid first aid certificate
	–	professional cooking certificate from Sask Polytechnic or equivalent as determined by the Ministry of Education, Early Years
	–	BLS – Level B
Early Childhood Educator	–	has not completed three (3) courses in early childhood education
	–	works less than 65 hours/month
	–	cannot open or close the centre alone
Early Childhood Educator I	–	three (3) or more courses in early childhood education as determined by the Ministry of Education, Early Years. Any employee employed by Accent on Kids Early Learning and Childcare Centre Inc., on the date this agreement is signed and in the process of getting this qualification, shall be considered an early childhood educator 1.
	–	valid first aid certificate
	–	BLS – Level B
Early Childhood Educator II	–	One (1) year certificate in early childhood education or equivalent as determined by the Ministry of Education, Early Years
	–	valid first aid certificate
	–	BLS – Level B
Early Childhood Educator III	–	Two (2) year early childhood education diploma or equivalent as determined by the Ministry of Education, Early Years
	–	valid first aid certificate
	–	BLS – Level B
Assistant Director	–	ECE II, ECE III – priority given to ECE III
	–	First aid
	–	CPR

LETTER OF UNDERSTANDING #1
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3683
AND
ACCENT ON KIDS EARLY LEARNING AND CHILDCARE CENTRE INC.

Re: Representative Workforce Commitment

The employer and the union recognize the value of a diverse and inclusive workforce that reflects the communities we serve, including Indigenous peoples. In the spirit of reconciliation and equity, the parties affirm their shared commitment to fostering opportunities for Indigenous employment at all levels of the organization.

Nothing in this collective agreement shall be interpreted so as to abrogate or derogate from the Aboriginal and treaty rights of Indigenous peoples as recognized and affirmed by Section 35 of the *Constitution Act, 1982*, nor from any rights recognized under applicable treaties, legislation, or international instruments, including the United Nations Declaration on the Rights of Indigenous Peoples.

While no specific employment outcomes are guaranteed, the employer agrees to make reasonable efforts to:

- Promote outreach and recruitment initiatives aimed at Indigenous communities.
- Encourage Indigenous applicants through inclusive job postings and hiring practices.
- Support Indigenous employees through culturally appropriate onboarding, mentorship, and professional development.
- Collaborate with the union to identify and address barriers to Indigenous participation in the workforce.

This clause reflects an ongoing commitment to equity and inclusion and shall not be interpreted as imposing quotas or mandatory hiring targets.

Signed this 13th day of July, 2026.

**On behalf of Accent on Kids Early Learning
and Childcare Centre Inc.**

Rhonda Oystnick
Rhonda Oystnick (Jul 13, 2026 11:15:14 MDT)

Selost Morley
Selost Morley (Jul 13, 2026 11:17:15 MDT)

Tonya Karpinski
Tonya Karpinski (Jul 14, 2026 04:57:54 MDT)

**On behalf of Canadian Union of
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Michelle Jerg
Michelle Jerg (Jul 14, 2026 05:16:45 MDT)

Katlyn Severson
Katlyn Severson (Jul 14, 2026 07:03:44 MDT)

Jamie Spitzke
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