

COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY OF SASKATCHEWAN STUDENTS' UNION

CHILD CARE CENTRE INCORPORATED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 5408

CUPE / *Canadian Union
of Public Employees*

May 1, 2021 to April 30, 2024

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THIS AGREEMENT MADE THIS 21 DAY OF JUNE 2023

BETWEEN: UNIVERSITY OF SASKATCHEWAN STUDENTS' UNION CHILD CARE CENTRE
INCORPORATED, Hereinafter called "the Employer"

PARTY OF THE FIRST PART,

AND CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5408, being a Chartered Local
Union of the Canadian Union of Public Employees, Hereinafter called "the Union"

PARTY OF THE SECOND PART.

ARTICLE 1 – SCOPE

- 1.01 Scope: The Employer recognises the Canadian Union of Public Employees and its Local 5408 as the sole and exclusive bargaining agent for all of its employees, except the Executive Director, Directors, and Financial Manager.
- 1.02 Plural Terms and Gender: Wherever possible gender-neutral language will be used.
- 1.03 Employee Means: Any person covered by the scope of this Agreement as set forth in Appendix 'B'.
- 1.04 Except where specifically stated in Article 10 herein the terms of this Collective Agreement shall not apply to Substitute Employees.
- 1.05 Union Membership: Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall as a condition of employment, tender to the Union the periodic dues required to be paid by the members of the Union. This clause does not apply to the Executive Director, Directors, and Financial Manager.

ARTICLE 2 – MANAGEMENT RIGHTS CLAUSE

The Employer retains the exclusive right to manage its operations in all respects except as may be expressly restricted by the terms of this Agreement.

ARTICLE 3 – CHECK-OFF OF UNION DUES

- 3.01 Check-Off Payments and Deductions: The Employer shall deduct, as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the bi-monthly cheques due from each such employee and remitted to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, initiation fees, dues, or assessments were made, and for what months the individual deductions were made **by the 6th day of each month.**

- 3.02 Dues Receipts: At the same time that Income Tax (T4) slips are made available, the Employer shall supply to the Union, without charge, receipts in the name of the Union in the amount of union dues paid by each Union member in the previous year.
- 3.03 New Employees: The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union's security and dues check-off.
- 3.04 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 Director and the time will be arranged to limit the disruption of the normal functioning of the Child Care Centre.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 There shall be no discrimination with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, gender identity, marital status, sexual orientation, place of residence, membership or activity in the Union, or physical disability (except where the physical disability would prevent the employee from carrying out required duties).

ARTICLE 5 – RESOLUTIONS AND REPORTS OF THE BOARD

- 5.01 Copies of Resolutions: Copies of all grant applications, rejections and acceptances of such, motions, resolutions and bylaws, or rules and regulations adopted by the Board which affect the members of this Union are to be:
- a. Forwarded to the Union, and
 - b. Posted on all staff bulletin boards.
- 5.02 Technical Information: The Employer shall make available to the Union, on request, information required for collective bargaining purposes such as job descriptions and financial records.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

- 6.01 Progressive Discipline: The Employer endorses the concept of progressive discipline in situations of poor performance. However, the Employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses.
- 6.02 Due Process: An employee will have the protection of due process provided in this Collective Agreement. In all cases of discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the letter of discipline to the employee.
- 6.03 Verbal Warning: A verbal warning given to an employee by the Employer will include reasons for the warning, expectations for future performance, and consequences of progressive discipline. A note of the verbal warning shall be placed in the employee's file but such note shall not be considered a formal written reprimand.

- 6.04 Reprimands, Discipline, and Written Warnings: The Employer acknowledges it is desirable to advise employees of poor work performance or unacceptable conduct as soon as possible in an informal manner. The Employer agrees to consider such warnings as corrective rather than as punitive and will endeavour to assist the warned employee in improving the employee's work record. Notwithstanding, given the responsibility of the Employer to consider the impact of poor work performance or unacceptable conduct on the children at the Child Care Centre, the Employer reserves the right to determine the circumstances in which it is necessary to:
- a. Formally reprimand, warn, discipline, and/or
 - b. Document the poor work performance or improper conduct in the employee's file.
 - c. In the event the Employer formally reprimands, warns, or disciplines the employee, it will be done with the Shop Steward, or designate, present. A written notice including particulars of the work performance or unacceptable conduct will be forwarded to the employee with copies to the Union within ten (10) calendar days. If this procedure is not followed, the reprimand may not be used against the employee in a subsequent warning or dismissal procedure. If the employee is unavailable for the disciplinary meeting, the Employer will notify the employee and the Union of the reprimand in writing via registered mail. An employee may respond in writing to the Notice and such response will become part of the employee's record. The record of any formal disciplinary proceedings concerning an employee will be eliminated from their record of employment after a period of two (2) years from the date of occurrence of the event giving rise to the proceedings, unless events of a similar nature subsequently occur.
- 6.05 Suspension and Discharge: The Employer reserves the right to suspend or discharge an employee for just cause. In cases of suspension pending investigation, should investigation reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and shall be credited with earned benefits by the Employer.
- 6.06 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 provided that the employee has a legitimate concern for **their** safety. This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 Definition of Grievance: A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Collective Agreement.
- 7.02 A grievance must be submitted at Step 1 or Step 2 of Article 7.03 within thirty (30) working days of the event giving rise to the grievance, otherwise there shall be deemed no grievance.
- 7.03 Normally a disagreement between the Employer and employees will be dealt with in an informal manner. However, if it is necessary to have a formal grievance, the procedure for the Adjustment of Grievance shall be as follows:
- Step I: The Steward (or designate) and the employee who believes they have a justifiable complaint or request shall meet with the Executive Director to discuss the matter within seven (7) days of submission of the grievance. Following discussion of the matter the Executive Director shall give their decision, within seven (7) working days, or a time mutually agreed upon.

- Step 2:** Should the aggrieved employee be dissatisfied with the Executive Director's reply at Step 1, or if the Employer fails to respond at Step 1, the employee, with the steward, or accompanied by the Union's representative may submit the grievance in writing, signed by the employee, to the Board of Directors, who shall give its reply within seven (7) working days, or a time mutually agreed upon.
- Step 3:** Failing a satisfactory settlement at Step 2, either party may refer the dispute to arbitration in accordance with *The Saskatchewan Employment Act* and the provisions of Article 7.
- 7.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or Employer has a grievance, Steps 1 and 2 may be by-passed.
- 7.05 Grievances not processed from one step to another by either party, within thirty (30) working days shall be deemed to be settled on the basis of the Employer's reply at the previous step. The time limits set out in both the grievance and arbitration procedures may be extended by mutual written agreement of the parties.
- 7.06 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.
- 7.07 All settlements arrived at under this Article shall be final and binding upon the Employer, the Union, and the employee or group of employees concerned.
- 7.08 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.
- 7.09 Replies to grievances shall be in writing at all stages.

ARTICLE 8 – ARBITRATION

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement either of the parties may, within ten (10) working days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's nominee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days, advise the other party of the name of its nominee to the Arbitration Board. The two nominees shall then select an impartial Chairperson.
- 8.02 **Failure to Appoint:** If the party receiving the notice fails to appoint a nominee, or if the two nominees 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.
- 8.03 Each of the parties hereto will bear the expense of the nominee appointed by it or for it and the parties will jointly bear the expense of the Chairperson of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties thereto.
- 8.04 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the place of employment and to confer with the necessary witnesses.

- 8.05 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.
- 8.06 The Board shall determine its own procedures which shall give full opportunity to all parties to present evidence and make representation and present witnesses.

ARTICLE 9 – WAGE RATES AND JOB CLASSIFICATION

Job classification and the minimum hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix 'C' of this Agreement.

ARTICLE 10 – SUBSTITUTE EMPLOYEES – See Appendix 'A'

ARTICLE 11 – SENIORITY

- 11.01 Seniority Defined: Seniority is the length of continuous service within the bargaining unit. Seniority shall be determined by the date the employee last entered the service of the Employer. Seniority shall be used as one of the factors in determining preference or priority for promotions, transfers, layoff, and recall.
- 11.02 Seniority List: The Employer shall maintain a seniority list showing the most recent date upon which the employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all staff bulletin boards in January of each year.
- 11.03 Probationary Employees: Newly hired employees cannot exercise seniority rights while on probation.
- 11.04 Location for Seniority: Seniority may be acquired and exercised only with respect to the Child Care Centre(s) operated by the Employer in accordance with the Collective Agreement.
- 11.05 Probation for Newly Hired Employees: New employees shall be on a probationary period for three (3) months worked. Notwithstanding, this probationary period may also be extended by a period of up to three (3) months if mutually agreed to by both parties to this Agreement.
- 11.06 Loss of Seniority: Seniority of an employee shall be considered broken and services terminated if an employee:
- a. Voluntarily leaves the service of the Employer;
 - b. Is dismissed and not reinstated;
 - c. Resigns. An employee may withdraw resignation up to the end of the working day following the day the resignation is submitted;
 - d. Fails to return to work within eight (8) calendar days following a lay off and after being notified by registered mail to the individual's last address known to the Employer;
 - e. Is absent from work without a written Leave of Absence or fails to return to work upon the completion of an authorised Leave of Absence unless a reason satisfactory to the Employer is given by the employee; and
 - f. **In the case of non-permanent employees, any break in employment in excess of ninety (90) days, except where on any approved leave.**

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

- 12.01 Job Postings: When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's premises for a minimum of one (1) week so that all members will know about the vacancy or new position.
- 12.02 Information in Postings: Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shifts, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.
- 12.03 Outside Advertising: Outside advertising for a new or vacant position may be carried out concurrently with postings for internal applicants.
- 12.04 Trial Period: The successful applicant shall be placed on trial for a period of three (3) months worked. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months worked. 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, the employee shall be returned to their former position, wage, or salary scale, and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.
- 12.05 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 sent to each applicant from within the bargaining unit and a copy posted on staff bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, and terminations of employment.
- 12.06 Promotions and Vacancies: Shall be filled on the basis of seniority, qualifications for the job classification, and ability provided that where more than one applicant possesses the qualifications and ability required for the position vacancy, the most senior applicant shall be appointed to the position. This article shall also apply to Substitute Employees who possess ECE II or ECE III qualifications.
- 12.07 Qualifications: For purposes of this Collective Agreement, qualifications shall be defined as including education (set forth in Appendix 'D' hereto), training, experience, and ability necessary to fulfil the job requirements.
- 12.08 Orientation: All new employees shall be scheduled for one (1) full shift to shadow current employees. This shall be over and above the three (3) hour orientation session provided by the Director.

ARTICLE 13 – LAYOFFS AND RECALLS

- 13.01 Role of Seniority in Layoffs: Both parties recognise that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. If the least senior employee is the cook, they shall only be laid off if the next least senior employee is qualified and willing to fill the position of the cook. Otherwise, employees shall be laid off in the reverse order of their seniority within their job classification.
- 13.02 Recall Procedure: Employees shall be recalled to positions for which they are qualified in order of their seniority.

- 13.03 a. Employees on layoff shall be allowed to have their names put on the substitute list for purposes of call-in, and
- b. No New Employees: No new employees, with the exception of those employed on a casual or substitute basis, shall be hired until those laid off have been given the opportunity of recall to positions for which they are qualified.
- c. **Substitute Rates While On Call-In: Employees accepting call-in opportunities shall be paid at their normal hourly rate for all hours worked.**
- 13.04 Advance Notice of Layoffs: 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 layoff. 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. **Where the notice includes a reduction of term contracts prior to the end date of the term, the same will apply.**

ARTICLE 14 – HOURS OF WORK

- 14.01 The schedules of hours set down in this Article shall not be considered a guarantee of hours of work per day, or per week, or shift times, or of lunch period hours.
- 14.02 Definition of Day and Work Day: A day is a twenty-four (24) hour period beginning with the start of the employee's shift. The basic work day is seven (7) consecutive hours of work in the twenty-four (24) hour period broken only by the established lunch period.
- 14.03 Definition of Work Week: The basic work week is normally made up of five (5) days, Monday through Friday.
- 14.04 Provision for Staff Meetings: Staff meetings may take place outside of regular working hours provided that they are arranged and required by the Executive Director and Directors. Full-time and part-time employees shall be given time off to compensate for attendance at staff meetings held outside the regular hours of work to a maximum of two (2) hours per staff member per meeting. If the meeting is at a time that will trigger overtime for some employees, then their earned time off will be based at time and one-half (1 ½).
- 14.05 Part-Time: Part-time workers will be given first opportunity to accept extra hours of work made available through absence of Child Care Centre workers. Part-time workers accepting such hours of work shall be paid substitute rates of pay as provided for in Appendix 'B'.
- 14.06 Earned Days Off: Staff members will be provided with one (1) Earned Day Off (EDO) per month. This time will be made up by working an extra twenty (20) minutes per day except for the cook who will work an extra fifteen (15) minutes per day or as arranged with the Director. The EDO schedule will be determined by mutual agreement with other staff members and with the Director.
- 14.07 Safety and Security: The Employer agrees that in order to maintain a safe and secure workplace, there will be a minimum of two (2) employees per centre on duty at all times.

The Employer further agrees to ensure an automated external defibrillator (AED) is suitably installed to allow worker access within each facility, with appropriate pad sizes for adults and children.

ARTICLE 15 – OVERTIME

- 15.01 Overtime: If requested and authorised by the Employer, all time worked by an employee in excess of thirty-five (35) hours per calendar week or seven (7) hours per day, shall be considered overtime, provided that no request or authorization shall be required in the event an employee is required to work an additional period of time when one or more children at the Child Care Centre are picked up after the usual time for closing the Child Care Centre.
- 15.02 Compensation for Work Before, Between, and after Daily and Weekly Scheduled Hours: Overtime work before, between, and after the seven (7) hours per scheduled day or thirty-five (35) hours per calendar week will be paid for at the rate of time and one-half (1 ½) for all overtime.
- 15.03 No Layoff to Compensate for Overtime: An employee shall not be required to accept a layoff during regular hours to equalise overtime worked, subject to the terms of Article 15.08 herein.
- 15.04 Calculating of Overtime Rates: Overtime rates shall apply after seven (7) hours per day or thirty-five (35) hours per calendar week and for all work performed on holidays and Saturdays and Sundays at the rates set out in Appendix 'C'.
- 15.05 Sharing Overtime: Overtime and call back shall be divided equally among employees who are willing and qualified to perform the available work.
- 15.06 Minimum Overtime: Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly list of all employees who have worked more than twelve (12) hours a week overtime and an explanation of the circumstance.
- 15.07 Call Back Pay Overtime: If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two (2) hours at overtime rates.
- 15.08 Time Off in Lieu of Overtime: Instead of cash payment, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and the Employer by mutual agreement. Employees shall be allowed to use up to five (5) hours for any time in lieu taken providing staff ratios are adequate and with the approval of management. **Time in lieu banks may be paid out either at the employee's request for the next pay period or on April 30 of each year.**
- 15.09 Payout of Overtime: **Employees shall have the option to receive payment of overtime banks on an as requested or annual basis. When payment is requested, it will be processed for payment on the next pay period. Any accrued overtime banks shall be paid out by April 30 of each year.**

ARTICLE 16 – HOLIDAYS

16.01 Paid Holidays: The Employer recognises the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Government. The Employer agrees to pay for legal and recognised holidays as per *The Saskatchewan Employment Act*.

16.02 Compensation for Holidays Falling on Saturday: When any of the above-noted holidays falls on a Saturday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

16.03 Compensation for Holidays Falling on Sunday: When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

16.04 Provision for Year End Break: All employees shall receive the days between Christmas and New Year's Day, which days are not holidays or deemed holidays, as days off with pay in each calendar year.

ARTICLE 17 – VACATIONS

17.01 Annual Vacations: Shall be paid for and taken in accordance with *The Saskatchewan Employment Act* except as where specifically modified by this Agreement.

17.02 Length of Vacation: Every employee is entitled to:

- a. Annual vacation of three (3) weeks after one (1) year of employment;
- b. Annual vacation of four (4) weeks after five (5) years of employment and on each anniversary date thereafter;
- c. Annual vacation of five (5) weeks after twelve (12) years of employment and every anniversary date thereafter; and
- d. Annual vacation of six (6) weeks after twenty (20) years of employment and every anniversary date thereafter.

17.03 Access to Vacation Credits: Every employee is entitled to:

- a. **Access their vacation within the budget year (May 1 – April 30).**
- b. **Annual vacation will be booked in three (3) 4-month block periods:**
 - i. **May 1 – August 31 – if utilizing vacation during this period, requests for use are due March 1.**
 - ii. **September 1 – December 31 – if utilizing vacation during this period, requests for use are due July 1.**

- iii. **January 1 – April 30 – if utilizing vacation during this period, requests for use are due November 1.**

Employees will be notified, by the 15th of the month in which requests for use are due, if their request has been approved. If the Employer fails to notify by this date, the vacation request is deemed approved.

- d. **Where more than one employee requests vacation during the same block period, and the Employer determines all requests cannot be approved, seniority shall govern.**
- e. **If vacation requests are not in by the 1st business day of the appropriate month for the applicable vacation block, seniority status will be lost for the block. Vacation requests are then administered on a “first come, first served” basis.**
- f. **If staff choose not to use all or any of their vacation, the balance up to five (5) days will be paid out accordingly on the first pay period in May or they may be carried over into the next year, upon written request. Written requests for carryover must be submitted to the Employer by April 1.**

If staff choose not to use all or any of their vacation, up to five (5) days may be carried over into the next year, upon written request. Any days over and above five (5) days will automatically be paid out on the first pay period in May. Written requests for carryover must be submitted to the Employer by April 1.

- g. **Unpaid leaves of absence will only be granted if an employee is actively reducing their vacation balance. Vacation carryover must be used before any unpaid leaves of absence are approved.**

17.04 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 designated by the employee.

17.05 Approved Leave of Absence in Vacation: Where an employee is hospitalised 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 shall be deducted in lieu of vacation credits and a medical certificate is mandatory.

17.06 Vacation Pay Upon Termination: An employee terminating their employment at any time in their vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

On normal retirement, an employee who has worked one (1) year or more shall be entitled to the same vacation or vacation pay which the employee would have earned if the employee had continued in employment to the end of the calendar year.

17.07 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 Employer.

17.08 Accrual of Vacation Leave: All vacation days have to be taken within a period of twelve (12) months of being earned except when written permission has been given by the Executive Director to extend the twelve-month period.

ARTICLE 18 – SICK LEAVE

- 18.01 All permanent employees shall accumulate sick leave credits at the rate of one and one-half (1 ½) days for every working month to a maximum of one-hundred and twenty (120) days sick leave. Sick leave credits will continue to accrue over the duration of employment, subject to Article 18.05.
- 18.02 For purposes of Article 18, "Day" shall be interpreted to mean a seven (7) hour and twenty (20) minute day in the case of a full-time permanent employee and proportionately less hours for employees who are working in less than a full-time position.
- 18.03 Permanent full-time and part-time employees shall be entitled to payment for absences from work due to illness or appointments with medical specialists, to the extent of their accumulated sick leave credits. Attendance for medical appointments within Saskatoon shall be deducted and reimbursed at the minimum rate of one-half (1/2) day. Employees shall give the Employer at least **three (3) business days** notice for such appointments. **The Employer will provide a written reply to all requests for medical leave within three (3) business days of the request form being submitted. If the Employer fails to reply to the request within the three (3) business days, the request is deemed approved.**
- 18.04 Absences due to illness shall first be charged against the current year's accumulation period. Absences in excess of the current year's accumulation will be charged to the employee's sick leave credit standing at the start of the calendar year. If there are no earned credits, the employee will be placed on unpaid sick leave. After an illness of ninety (90) days, long-term disability may ensue, subject to the provisions of the coverage from the benefit provider. The interim may be covered by provisions under Employment Insurance as per **the Record of Employment (ROE)** provided by the University of Saskatchewan as Paymaster.
- 18.05 The Employer's obligation for sick pay and accumulation of sick leave credit shall cease on the resignation, retirement, or termination of an employee.
- 18.06 Employees on layoff shall retain their accumulated sick leave credits until recalled, however, no credit shall be earned or used during the period of layoff. Employees who are laid off and not recalled within a period of eighteen (18) months shall lose their accumulated sick leave credits.
- 18.07 Employees absent on educational leave shall retain their accumulated sick leave credits until expiration of their educational leave, however, no credit shall be earned or used during the period of educational leave.
- 18.08 An employee on Worker's Compensation shall not continue to accumulate sick leave credits.
- 18.09 An employee absent on other leaves of absence shall retain their accumulated sick leave credits until expiration of their leave. However, no credit shall be earned or used during the period of leave.
- 18.10 No charge shall be made against an employee's sick leave credit for any public holiday which may occur during an employee's absence or sick leave.
- 18.11 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. If an employee is absent for less than a full day, a deduction will be made in direct proportion to the absence.

- 18.12 Proof of Illness: An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out their duties due to illness.

Employees shall, if required by the Employer, provide the Employer with a report from a medical doctor containing the following information:

- a. Verification that the employee is unfit for duty and the expected duration of absence from work and/or;
 - b. Limitations on an employee's ability to perform their own or other duties sufficient to properly plan accommodation in the workplace and/or a gradual return to work, together with time lines for full recovery or assessment of any permanent disabilities and limitations;
 - c. Verification of fitness to return to work following sick leave;
 - d. Upon request, the employee will have their medical practitioner complete the form attached as Appendix 'E' to the Collective Agreement; and
 - e. The Employer shall pay any fee charged by a physician for completing such a report.
- 18.13 Every employee who is absent due to illness shall notify the Executive Director, Director, or designate without delay. Failure to do so, without an acceptable explanation, may deprive the employee of such benefits as would normally have accrued prior to the time due notice is received by the Director or designate. Employees are not responsible for arranging their own coverage unless they are opening, in which case they must seek coverage and must also notify the Executive Director, Director, or designate. The Executive Director, Director or Designate will make further schedule adjustments first thing in the morning.

In the event of an announced pandemic, the Employer shall not require documentation for employee sick leave.

- 18.14 Sick Leave Records: Immediately after the close of each fiscal year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

ARTICLE 19 – OTHER LEAVES OF ABSENCE

- 19.01 Leave of Absence for Union Functions: An employee who is involved in contract negotiations with the Employer shall not suffer any loss of pay or benefits for hours of work missed. However, if contract negotiations are held outside of working hours, the Employer shall not be obligated to pay the employee any remuneration for the same.

Up to **four (4)** employees shall be allowed to represent the Union at conventions, conferences, or courses. Employees shall be allowed a leave of absence without loss of pay or benefits providing they notify the Employer at least fourteen (14) days prior to the leave and the leave shall be subject to the Employer finding a replacement for the employee. The local will reimburse the Employer for any costs of such leave.

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

- a. Upon written request, an employee shall be granted unpaid leave of absence to seek nomination as a candidate for Municipal, Federal, or Provincial office for a defined period of time; and
- b. An employee who is elected to public office shall be allowed unpaid leave of absence without loss of seniority during their term of office.

19.03 Negotiation Leave: An employee certified as a representative of the Union shall suffer no loss in salary or benefits for time absent from normal duties for the purposes of:

- a. **Participation in collective bargaining with the Employer and its representatives. The number of Union representatives shall not exceed five (5) or;**
- b. **Participation in grievance, conciliation or arbitration proceedings on matters arising from the interpretation and/or administration of this agreement, including attendance at arbitration hearings which shall be limited to three (3) employees (excluding witnesses).**

19.04 Family Illness Leave: Leave can be for compassionate reasons which include any family-related matter which require the employee's personal involvement. Immediate family denotes a group of people affiliated by consanguinity, affinity, and co-residence. For instance, an employee's spouse, child, parent, sibling, grandparent, grandchild, former guardian, ward, fiancé, nephew, niece, aunt or uncle, as related by marriage, adoption, or through a common-law relationship.

- a. An employee shall be granted up to five (5) days family leave per year to attend to family-related **illnesses** which require the employee's involvement. The five (5) days will be deducted from sick leave. The employee may be required to provide medical evidence of serious illness.
 - i. In the event of a death in an employee's immediate family as defined above, a leave of absence without loss of pay or benefits is granted for a period of five (5) working days plus two (2) additional days if travel outside Saskatoon is required. If warranted, the Employer may grant additional time. This leave is not assessed against sick time.
 - ii. Employees may request additional time with or without pay to attend the funeral of others not included in the definition of immediate family, or to administer bereavement responsibilities. Such leave requested shall not be unreasonably denied by the Executive Director.
- b. **Extended Compassionate Care Leave: If qualified for an extended compassionate care leave, as defined under Employment Insurance (EI) Compassionate Care Benefits, leave of absence shall be granted. This leave is for an employee who must be absent from work to provide care or support to a gravely ill family member, as defined in 19.03 a., at risk of dying within twenty-six (26) weeks.**

19.05 Parental Leave: Parental leave for the birth or adoption of a child will follow the regulations as set out in the *Employment Insurance Act* under the heading Maternity and Parental Benefits.

19.06 Extended Parental Leave: If an Employee wishes to remain off work for a longer period after expiration of normal parental leave, they shall notify the Employer, in writing, of their intentions to return to work at a later date at least one (1) month prior to the end of their leave, and shall specify the date of such return to work. The employee shall be entitled pursuant to the terms of this clause to remain off work for a further six (6) month period following the expiration of parental leave provided the proper notification has been given to the Employer.

19.07 Seniority Status: Employees shall accumulate seniority on parental leave. Although the Employee will not actually accrue vacation credits while on parental leave, on return to work the rate at which vacation credits will accrue to the employee will not be adversely affected by the fact that the employee has utilised a parental leave.

- 19.08 **Procedure Upon Return from Parental Leave:** An employee on parental leave shall notify the Employer at least one (1) month prior to the end of their leave informing the Employer of their intention to return or not to return to work. On return from parental leave, the employee shall be placed in their former position.
- 19.09 **Jury or Court Witness Duty Leave:** The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves or acts as a witness in any court.
- 19.10 **Education Leave:** Education leave may be granted to any employee for the purpose of attending a workshop or course if considered necessary by the Employer in order for the employee to continue employment in the Child Care Centre. The Employer agrees to pay tuition fees, registration fees, and expenses.
- 19.11 **Leave for Seminars and Conferences:** The Employer may grant two (2) days leave on a rotational basis by seniority with pay and benefits to attend job-specific conferences, seminars, and workshops. Upon application to the Director, assistance with tuition fees, registration fees, and expenses may be paid by the Employer on a first come-first served basis, based on relevance to the Child Care Centre of the specific event. Conferences, seminars and workshops that occur after working hours will be compensated by time in lieu.
- 19.12 **Professional Development:** The employees of the USSU Childcare Centre have indicated their desire to have enhanced in-house professional development. They have requested two (2) days per year without loss of pay or benefits for this purpose. The Employer recognizes and supports in principle the importance of professional development and commits to providing it when it is available and practical to do so.
- 19.13 **General Leave:** The Employer may grant a leave of absence to an employee without pay when an employee requests such leave for good and sufficient cause which will include education leave. Such requests shall be in writing and will be subject to approval by the Employer. The employee shall retain seniority throughout the period of leave granted.
- 19.14 **Workers' Compensation Pay Supplement:** All employees shall be covered by *The Workers' Compensation Act*. An employee prevented from performing their regular work with the Employer on account of an occupational accident which is covered by *The Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board in order to provide their net take-home pay, for a maximum of three (3) months.

Employees who have made application to the Workers' Compensation Board for an insurable claim but whose claim has not been processed shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments for a maximum of two (2) months. In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Workers' Compensation Board on the employee's Income Tax (T4) form.

- 19.15 **Citizenship Leave:** Employees shall receive one (1) day's leave of absence with pay to attend Canadian citizenship ceremonies involving the employee or their immediate family. For the purposes of this Article, "immediate family" shall be defined per Article 19.03.
- 19.16 **Personal Leave:** An employee shall be granted up to five (5) days personal leave per year (to be deducted from the employee's sick leave accrual). This leave is intended for situations that need to be attended to but may or may not normally be scheduled in advance.

In urgent or emergent situations, the employee will inform the Employer as soon as possible regarding the need to take such a leave. In non-emergent situations, the employee shall consult in advance with the Employer to obtain approval.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

- 20.01 Pay Days: The Employer shall pay salaries and wages on a bi-monthly basis. On the fifteenth (15th) day or last day of the month, each employee shall be provided with an On-line itemised statement of their wages, overtime and other supplementary pay and deductions.
- 20.02 Equal Pay for Equal Work: Employees shall receive equal pay for work of equal value regardless of gender identity.
- 20.03 Travel Allowance: Reimbursement to employees who are specifically requested by the Director to provide use of their own personal vehicle for Child Care activities or business will be compensated at the current University of Saskatchewan rates.
- 20.04 Training:
- a. Employees who participate in First Aid/CPR training which occurs outside the employee's regular shift shall be reimbursed for the cost of training and compensated for attendance with a day in lieu for each day of training, at the discretion of the Employer. Substitute employees shall qualify for the above upon completion of 2500 hours of service.
 - b. The Employer agrees to provide additional training to meet specific medical needs of the children as required.
 - c. **Children with medical needs: Wherever possible, training specific to the child's individual medical need for direct staff and management shall be done by a medical professional or public health and shall be completed prior to the child's start date at the center.**
- 20.05 Clothing Allowance: The Employer shall provide all employees with a clothing allowance of **two-hundred dollars (\$200.00)** per year for winter wear, work wear, and footwear costs associated with employment. Employees working less than full-time hours shall have this benefit prorated **based on 1820 hours worked in any given year**. Employees shall submit receipts for total annual amount prior to reimbursement. Substitute employees will be eligible for the allowance after 480 hours. Permanent employees will be eligible after completion of their probationary period.
- The above annual clothing allowance may be combined with the annual wellness spending allowance under Article 20.06 below, not to exceed a combined maximum of four-hundred dollars (\$400.00) per year, and prorated based on 1820 hours worked in any given year.**
- 20.06 Wellness Spending: Employees working full-time hours shall be eligible to access **two-hundred dollars (\$200.00)** per year to use for wellness expenses such as a YWCA/YMCA membership or other such wellness programs. Employees working less than full-time hours shall have this benefit **prorated, based on 1820** hours worked in any given year. Employees shall submit receipts for total annual amount prior to reimbursement.
- 20.07 Pay for Temporary Performance of Higher Level Duties: Employees performing the duties of Director shall receive an increase **to the corresponding Supervisor rate of pay, for every hour or portion thereof**, in which those duties are performed. Employees shall be deemed to be covered by the Collective Agreement during this period. Employees may request that their names are not on the temporary director list. However, in order to comply with legislation, it may be necessary for someone to be appointed regardless. Appointments will be made based on seniority.

20.08 Premium Pay for Late Child Pickup: Any late child pickup fees collected by the Employer shall be split equally to be paid out to each qualified employee required to remain at work. The premiums paid shall be in addition to the appropriate hourly rates of pay for all time worked beyond the normal hours of work. The offer of additional work shall be voluntary and in order of seniority. In the event no qualified employee accepts the offer, the Employer may assign the work in reverse order of seniority.

ARTICLE 21 – GENERAL CONDITIONS

21.01 Staff Bulletin Boards: The Employer shall provide staff bulletin boards which shall be placed so that all employees will have access to them. The Union shall have the right to post notices of meetings and other notices that may be of interest to the employees.

21.02 Children of Staff: Wherever possible, children of staff (employee or management) will not be assigned to the same center to which the staff person is assigned.

Staff, whose children attend the center, do not have to take a class at the University in order to enroll their child(ren), contingent on the Centre's lease agreement.

ARTICLE 22 – COPIES OF AGREEMENT

22.01 Copies of Agreement: The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and the employees' 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 within thirty (30) days of signing.

ARTICLE 23 – TERM OF AGREEMENT

23.01 Duration: This Agreement shall be binding and remain in effect from May 1, 2021 to April 30, 2024, and shall continue from year to year, but either party may, not less than sixty (60) days and not more than one-hundred and twenty (120) days before the expiry date of the Agreement, give notice in writing to the other party to negotiate a revision thereof.

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

ARTICLE 24 – VIOLENCE IN THE WORKPLACE

The Employer is committed to a safe, positive work environment for all staff.

24.01. The Employer defines violence according to *The Saskatchewan Employment Act, Section 3-21* as "the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury."

24.02 The Employer will continue to work toward minimizing the potential for violence by adopting preventive measures such as training for employees by:

- a. Developing ways and means of recognizing potentially violent situations;
- b. Establishing proactive approaches to prevent or minimize violence;
- c. Developing procedures for dealing with incidents of violence and how to obtain assistance; and
- d. Establishing procedures for documenting and reporting violent incidents to the appropriate authorities.

- 24.03 The Employer will intervene and take supportive and appropriate action when any acts of violence, threats, or intimidation occur. (Note: this means stepping in and providing assistance and support in the moment and afterwards if staff are being harassed or threatened).
- 24.04 This policy will be reviewed regularly by the Occupational Health and Safety committee to determine if any changes should be made. Any such changes will be communicated to all employees.
- 24.05 The Employer will extract and post the information contained herein.
- 24.06 The Employer will inform employees who work in settings where they could be at a higher risk of violence. These may include:
- a. Employees who work with children who have a history of violence as defined by a medical or mental health practitioner,
 - b. Employees who work with children who suffer from specific medical conditions which can increase the probability of those children being the perpetrators of violent acts; and,
 - c. Employees who provide services to a child whose parent/guardian has a history of violence or who has threatened staff.
- 24.07 All employees have a responsibility to ensure a safe workplace. To that end, employees shall promptly communicate issues relating to violence as follows:
- a. Employees who believe they have been subjected to a violent act will report the incident to the Executive Director, Director or designate immediately;
 - b. Employees who have been the victim of a violent incident must complete a Workers' Compensation Board Incident Report Form and forward it to the Executive Director, Director, or designate;
 - c. Employees who believe a colleague, or visitor to the workplace represents a danger to the safety of the workplace shall notify the Executive Director, Director or designate immediately. If a child is a danger the employee will take immediate action to ameliorate the danger and when the situation is resolved will inform the Executive Director, Director or designate.
 - d. The Executive Director, Director or designate shall inform the Board and the local's Occupational Health and Safety Committee of reports of violent incidents.
- 24.08 All violent incidents will be documented and reported to the appropriate authorities as soon as possible following receipt of a complaint. Employees shall have access to Union representation throughout the investigative process.
- 24.09 Following an investigation that confirms the occurrence of a violent incident, the Employer will review the results and take appropriate action to minimize the risk of another incident.
- 24.10 Employees affected by a violent incident will be informed of the results of the investigation.

24.11 When an employee is a victim of a violent incident:

- a. They will be given the opportunity to consult with a physician or seek counselling without loss of salary or benefits;
- b. They will be required to file the necessary injury reports if the employee seeks medical assistance or is absent from work;
- c. Compensation for medical expenses, time lost, or disability to which they may be entitled will not be duplicated;
- d. They will not be prevented from referring the violent incident to a third party including Occupational Health and Safety, Saskatchewan Human Rights, and/or police services; and
- e. Reprisals or threats as a result of filing a complaint are to be reported to the Executive Director, Director or designate for immediate investigation. Confirmation of such threats or reprisals will result in appropriate disciplinary or other action.

ARTICLE 25 – INTIMATE PARTNER VIOLENCE

25.01 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with domestic violence or abuse in their personal life is entitled to ten (10) days of leave in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. An employee is also entitled to take up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period in one continuous period.

An employee is entitled to be paid for up to five (5) days of this leave in a fifty-two (52) week period as Sick Leave.

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

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be share as agreed.

Information should be shared in emergency situations; for threat assessment; for safety planning, for the effective implementation of protective orders.

ARTICLE 26 – RETROACTIVITY

26.01 All employees who were employed effective April 30, 2018 shall receive any retroactive pay or benefit increases for all time worked after May 1, 2018. Employees who are no longer employed by the Employer shall be entitled to receive retroactive pay provided that they make written application to the Director no later than forty-five (45) days after the date of the signing of this Agreement.

The above Article will be suspended for the term of the 2021-24 Agreement.

ARTICLE 27 – PENSION

Upon completion of probation, each employee will contribute the following portion of their gross income to a pension plan to be matched equally by the Employer. Every three years the plan will be reviewed by the Child Care Financial Officer, the Board Chair and/or Secretary-Treasurer and the CUPE President to ensure the best results for the employees.

	Employee Contribution	Employer Contribution
May 1, 2018 – April 30, 2019	2.5%	2.5%
May 1, 2019 – April 30, 2020	3.0%	3.0%
Effective May 1, 2020	3.5%	3.5%

ARTICLE 28 – BENEFITS

Benefit Plans: Upon successful completion of an employee's probationary period, a fully Employer-paid benefit plan will be established for that employee. This plan will include Life Insurance, Dependent Life Insurance, Health and Dental provisions. Premiums for Long-Term Disability will be paid for by each employee.

ARTICLE 29 – WORKPLACE COORDINATION COMMITTEE

29.01 The Employer and the Members of CUPE Local **5408** shall form a Workplace Coordination Committee, composed of at least six (6) representatives, including:

- a. Two (2) permanent employees as designated by the Union, and when requested, the participation of the Union Representative;
- b. Two (2) members representing the Board of Directors; and
- c. Two (2) members representing Management.

29.02 The Workplace Coordination Committee shall be formed with the following objectives:

- a. To review any matters of mutual concern, including issues arising from the Collective Agreement with the exclusion of grievances or negotiations;
- b. To develop and maintain a spirit of cooperation and mutual respect between the parties;
- c. To serve as a forum for the exchange of information; and,
- d. To make recommendations to the Board and the Executive Director of the Child Care Centre on any issues discussed or specifically placed before the Committee.

29.03 The Workplace Coordination Committee shall meet as determined by its members. Either the Employer or the Union may call for a meeting.

29.04 One (1) member from each party shall be designated by the Workplace Coordination Committee as chairpersons. The chairpersons shall arrange for information and recommendations to be communicated as required.

APPENDIX 'A'

TERMS AND CONDITIONS APPLICABLE TO SUBSTITUTE EMPLOYEES

ARTICLE 1 – SCOPE

- 1.01 Scope: The Employer recognises the Canadian Union of Public Employees and its Local **5408** as the sole and exclusive bargaining agent for all of its employees, except the Executive Director, Directors, and Financial Manager.
- 1.02 Plural Terms and Gender: Wherever possible gender-neutral language will be used.
- 1.03 Employee Means: Any person covered by the scope of this Agreement as set forth in Appendix 'B'.
- 1.04 Except where specifically stated in Article 10 herein the terms of this Collective Agreement shall not apply to Substitute Employees.
- 1.05 Union Membership: Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall as a condition of employment, tender to the Union the periodic dues required to be paid by the members of the Union. This clause does not apply to the Executive Director, Directors, and Financial Manager.

ARTICLE 2 – MANAGEMENT RIGHTS CLAUSE

The Employer retains the exclusive right to manage its operations in all respects except as may be expressly restricted by the terms of this Agreement.

ARTICLE 3 – CHECK-OFF OF UNION DUES

- 3.01 Check-Off Payments and Deductions: The Employer shall deduct, as a condition of employment of the employees who are members or who become members of the Union, initiation fees, dues, and such other assessments as the Union may direct in writing through its Secretary-Treasurer, from the bi-monthly cheques due from each such employee and remitted to the Secretary-Treasurer of the Union, accompanied by a list of names of all employees for and on behalf of whom such deductions, initiation fees, dues, or assessments were made, and for what months the individual deductions were made **by the 6th day of each month**.
- 3.02 Dues Receipts: At the same time that Income Tax (T4) slips are made available, the Employer shall supply to the Union, without charge, receipts in the name of the Union in the amount of union dues paid by each Union member in the previous year.
- 3.03 New Employees: The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with the Union's security and dues check-off.
- 3.04 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 Director and the time will be arranged to limit the disruption of the normal functioning of the Child Care Centre.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 There shall be no discrimination with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, gender identity, marital status, sexual orientation, place of residence, membership or activity in the Union, or physical disability (except where the physical disability would prevent the employee from carrying out required duties).

ARTICLE 5 – RESOLUTIONS AND REPORTS OF THE BOARD

- 5.01 Copies of Resolutions: Copies of all grant applications, rejections and acceptances of such, motions, resolutions and bylaws, or rules and regulations adopted by the Board which affect the members of this Union are to be:
- a. Forwarded to the Union, and
 - b. Posted on all staff bulletin boards.
- 5.02 Technical Information: The Employer shall make available to the Union, on request, information required for collective bargaining purposes such as job descriptions and financial records.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

- 6.01 Progressive Discipline: The Employer endorses the concept of progressive discipline in situations of poor performance. However, the Employer reserves the right to use any disciplinary action deemed appropriate, regardless of the order of the following clauses.
- 6.02 Due Process: An employee will have the protection of due process provided in this Collective Agreement. In all cases of discipline, the burden of proof of just cause shall rest with the Employer. Evidence presented shall pertain only to the grounds stated in the letter of discipline to the employee.
- 6.03 Verbal Warning: A verbal warning given to an employee by the Employer will include reasons for the warning, expectations for future performance, and consequences of progressive discipline. A note of the verbal warning shall be placed in the employee's file but such note shall not be considered a formal written reprimand.
- 6.04 Reprimands, Discipline, and Written Warnings: The Employer acknowledges it is desirable to advise employees of poor work performance or unacceptable conduct as soon as possible in an informal manner. The Employer agrees to consider such warnings as corrective rather than as punitive and will endeavour to assist the warned employee in improving the employee's work record. Notwithstanding, given the responsibility of the Employer to consider the impact of poor work performance or unacceptable conduct on the children at the Child Care Centre, the Employer reserves the right to determine the circumstances in which it is necessary to:
- a. Formally reprimand, warn, discipline, and/or
 - b. Document the poor work performance or improper conduct in the employee's file.
 - c. In the event the Employer formally reprimands, warns, or disciplines the employee, it will be done with the Shop Steward, or designate, present. A written notice including particulars of the work performance or unacceptable conduct will be forwarded to the employee with copies to the Union within ten (10) calendar days. If this procedure is not followed, the reprimand may not be used against the employee in a subsequent warning or dismissal procedure. If the employee is unavailable for the disciplinary meeting, the Employer will notify the employee and the Union of the reprimand in writing via registered mail.

An employee may respond in writing to the Notice and such response will become part of the employee's record. The record of any formal disciplinary proceedings concerning an employee will be eliminated from their record of employment after a period of two (2) years from the date of occurrence of the event giving rise to the proceedings, unless events of a similar nature subsequently occur.

- 6.05 Suspension and Discharge: The Employer reserves the right to suspend or discharge an employee for just cause. In cases of suspension pending investigation, should investigation reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the Employee shall be paid for time lost and shall be credited with earned benefits by the Employer.
- 6.06 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 provided that the employee has a legitimate concern for **their** safety. This refusal shall not be grounds for disciplinary action, but if the refusal results in the employee(s) not being able to perform their normal duties and other work is not available, the employee(s) may immediately be taken off payroll until once again able to perform their normal duties.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 Definition of Grievance: A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of this Collective Agreement.
- 7.02 A grievance must be submitted at Step 1 or Step 2 of Article 7.03 within thirty (30) working days of the event giving rise to the grievance, otherwise there shall be deemed no grievance.
- 7.03 Normally a disagreement between the Employer and employees will be dealt with in an informal manner. However, if it is necessary to have a formal grievance, the procedure for the Adjustment of Grievance shall be as follows:
- Step 1: The Steward (or designate) and the employee who believes they have a justifiable complaint or request shall meet with the Executive Director to discuss the matter within seven (7) days of submission of the grievance. Following discussion of the matter the Executive Director shall give their decision, within seven (7) working days, or a time mutually agreed upon.
- Step 2: Should the aggrieved employee be dissatisfied with the Executive Director's reply at Step 1, or if the Employer fails to respond at Step 1, the employee, with the steward, or accompanied by the Union's representative may submit the grievance in writing, signed by the employee, to the Board of Directors, who shall give its reply within seven (7) working days, or a time mutually agreed upon.
- Step 3: Failing a satisfactory settlement at Step 2, either party may refer the dispute to arbitration in accordance with *The Saskatchewan Employment Act* and the provisions of Article 7.
- 7.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or Employer has a grievance, Steps 1 and 2 may be bypassed.

- 7.05 Grievances not processed from one step to another by either party, within thirty (30) working days, shall be deemed to be settled on the basis of the Employer's reply at the previous step. The time limits set out in both the grievance and arbitration procedures may be extended by mutual written agreement of the parties.
- 7.06 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.
- 7.07 All settlements arrived at under this Article shall be final and binding upon the Employer, the Union, and the employee or group of employees concerned.
- 7.08 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties.
- 7.09 Replies to grievances shall be in writing at all stages.

ARTICLE 8 – ARBITRATION

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement either of the parties may, within ten (10) working days after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's nominee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days, advise the other party of the name of its nominee to the Arbitration Board. The two nominees shall then select an impartial Chairperson.
- 8.02 Failure to Appoint: If the party receiving the notice fails to appoint a nominee, or if the two nominees 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.
- 8.03 Each of the parties hereto will bear the expense of the nominee appointed by it or for it and the parties will jointly bear the expense of the Chairperson of the Arbitration Board. The proceedings of the Arbitration Board will be expedited by the parties thereto.
- 8.04 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the place of employment and to confer with the necessary witnesses.
- 8.05 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.
- 8.06 The Board shall determine its own procedures which shall give full opportunity to all parties to present evidence and make representation and present witnesses.

ARTICLE 9 – WAGE RATES AND JOB CLASSIFICATION

Job classification and the minimum hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix 'C' of this Agreement.

ARTICLE 10 – SUBSTITUTE EMPLOYEES

- 10.01 Substitute employees shall mean all persons who are employed on a substitute or casual basis. Except where specifically stated herein, the terms of the contract shall not apply to substitute employees.
- 10.02 In the applications of Articles 14 and 15, the regular hours of work for substitute employees shall be seven (7) hours and twenty (20) minutes per day and thirty-six (36) hours and forty (40) minutes per week.
- 10.03 All employees on the substitute list will be called in on the basis of hours of service after they have completed four-hundred and eighty (480) hours of work. The person with the most hours will be given the first opportunity to work.
- 10.04 Substitute employees will receive a formal performance evaluation at the conclusion of one-hundred and sixty (160) hours. Any employee who fails to meet the performance expectations of the position may be removed from the list at any time prior to completion of the performance evaluation.
- 10.05 Substitute employees will receive holiday benefits in accordance with *The Saskatchewan Employment Act*.
- 10.06 Substitute employees will be removed from the substitute list after a break in service in excess of ninety (90) calendar days, except where given permission from the USSU Child Care Centre Board of Directors and Executive Director for extenuating circumstances (which may include, but are not limited to: parental leave or a leave of absence for medical reasons).

ARTICLE 14 – HOURS OF WORK

- 14.01 The schedules of hours set down in this Article shall not be considered a guarantee of hours of work per day, or per week, or shift times, or of lunch period hours.
- 14.02 Definition of Day and Work Day: A day is a twenty-four (24) hour period beginning with the start of the employee's shift. The basic work day is seven (7) consecutive hours of work in the twenty-four (24) hour period broken only by the established lunch period.
- 14.03 Definition of Work Week: The basic work week is normally made up of five (5) days, Monday through Friday.
- 14.04 Provision for Staff Meetings: Staff meetings may take place outside of regular working hours provided that they are arranged and required by the Executive Director and Directors. Full-time and part-time employees shall be given time off to compensate for attendance at staff meetings held outside the regular hours of work to a maximum of two (2) hours per staff member per meeting. If the meeting is at a time that will trigger overtime for some employees, then their earned time off will be based at time and one-half (1 ½).
- 14.05 Part-Time: Part-time workers will be given first opportunity to accept extra hours of work made available through absence of Child Care Centre workers. Part-time workers accepting such hours of work shall be paid substitute rates of pay as provided for in Appendix 'B'.
- 14.06 Earned Days Off: Staff members will be provided with one (1) Earned Day Off (EDO) per month. This time will be made up by working an extra twenty (20) minutes per day except for the cook who will work an extra fifteen (15) minutes per day or as arranged with the Director. The EDO schedule will be determined by mutual agreement with other staff members and with the Director.

14.07 Safety and Security: The Employer agrees that in order to maintain a safe and secure workplace, there will be a minimum of two (2) employees per centre on duty at all times.

The Employer further agrees to ensure an automated external defibrillator (AED) is suitably installed to allow worker access within each facility, with appropriate pad sizes for adults and children.

ARTICLE 15 – OVERTIME

15.01 Overtime: If requested and authorised by the Employer, all time worked by an employee in excess of thirty-five (35) hours per calendar week or seven (7) hours per day, shall be considered overtime, provided that no request or authorization shall be required in the event an employee is required to work an additional period of time when one or more children at the Child Care Centre are picked up after the usual time for closing the Child Care Centre.

15.02 Compensation for Work Before, Between, and after Daily and Weekly Scheduled Hours: Overtime work before, between, and after the seven (7) hours per scheduled day or thirty-five (35) hours per calendar week will be paid for at the rate of time and one-half (1 ½) for all overtime.

15.03 No Layoff to Compensate for Overtime: An employee shall not be required to accept a layoff during regular hours to equalise overtime worked, subject to the terms of Article 15.08 herein.

15.04 Calculating of Overtime Rates: Overtime rates shall apply after seven (7) hours per day or thirty-five (35) hours per calendar week and for all work performed on holidays and Saturdays and Sundays at the rates set out in Appendix 'C'.

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

15.06 Minimum Overtime: Overtime work shall be on a voluntary basis. The Employer shall keep overtime to a minimum and shall accordingly supply the Union with a weekly list of all employees who have worked more than twelve (12) hours a week overtime and an explanation of the circumstance.

15.07 Call Back Pay Overtime: If an employee has left the place of work and is not aware of being required to work overtime and is called back for overtime work, the employee shall be paid a minimum of two (2) hours at overtime rates.

15.08 Time Off in Lieu of Overtime: Instead of cash payment, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and the Employer by mutual agreement. Employees shall be allowed to use up to five (5) hours for any time in lieu taken providing staff ratios are adequate and with the approval of management. **Time in lieu banks may be paid out either at the employee's request for the next pay period or on April 30 of each year.**

15.09 Payout of Overtime: **Employees shall have the option to receive payment of overtime banks on an as requested or annual basis. When payment is requested, it will be processed for payment on the next pay period. Any accrued overtime banks shall be paid out by April 30 of each year.**

ARTICLE 16 – HOLIDAYS

16.01 Paid Holidays: The Employer recognises the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Government. The Employer agrees to pay for legal and recognised holidays as per *The Saskatchewan Employment Act*.

- 16.02 Compensation for Holidays Falling on Saturday: When any of the above-noted holidays falls on a Saturday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purpose of this Agreement.
- 16.03 Compensation for Holidays Falling on Sunday: When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.
- 16.04 Provision for Year End Break: All employees shall receive the days between Christmas and New Year's Day, which days are not holidays or deemed holidays, as days off with pay in each calendar year.

ARTICLE 19 – OTHER LEAVES OF ABSENCE

The Article numbering mirrors Article 19 but the language may differ.

19.01 Leave of Absence for Union Functions: An employee who is involved in contract negotiations with the Employer shall not suffer any loss of pay or benefits for hours of work missed. However, if contract negotiations are held outside of working hours, the Employer shall not be obligated to pay the employee any remuneration for the same.

Up to four (4) employees shall be allowed to represent the Union at conventions, conferences, or courses. Employees shall be allowed a leave of absence without loss of pay or benefits providing they notify the Employer at least fourteen (14) days prior to the leave and the leave shall be subject to the Employer finding a replacement for the employee. The local will reimburse the Employer for any costs of such leave.

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

- a. Upon written request, an employee shall be granted unpaid leave of absence to seek nomination as a candidate for Municipal, Federal, or Provincial office for a defined period of time, and
- b. An employee who is elected to public office shall be allowed unpaid leave of absence without loss of seniority during their term of office.

19.04 Personal and Family Leave: Leave can be for compassionate reasons which include any personal/family related matter which require the employee's personal involvement. Immediate family denotes a group of people affiliated by consanguinity, affinity, and co-residence. For instance, an employee's spouse, child, parent, sibling, grandparent, grandchild, former guardian, ward, fiancé, nephew, niece, aunt or uncle, as related by marriage, adoption, or through a common-law relationship.

In the event of a death in an employee's immediate family as defined above, a leave of absence without loss of pay or benefits is granted for a period of three (3) working days if the employee has been scheduled for shifts covering the same period.

- 19.05 Parental Leave: Parental leave for the birth or adoption of a child will follow the regulations as set out in the Employment Insurance Act under the heading Maternity and Parental Benefits.
- 19.06 Extended Parental Leave: If an Employee wishes to remain off work for a longer period after expiration of normal parental leave, they shall notify the Employer, in writing, of their intentions to return to work at a later date at least one (1) month prior to the end of their leave, and shall specify the date of such return to work. The employee shall be entitled pursuant to the terms of this clause to remain off work for a further six (6) month period following the expiration of parental leave provided the proper notification has been given to the Employer.
- 19.07 Seniority Status: Employees shall accumulate seniority on parental leave. Although the Employee will not actually accrue vacation credits while on parental leave, on return to work the rate at which vacation credits will accrue to the employee will not be adversely affected by the fact that the employee has utilised a parental leave.
- 19.08 Procedure Upon Return from Parental Leave: An employee on parental leave shall notify the Employer at least one (1) month prior to the end of their leave informing the Employer of their intention to return or not to return to work. On return from parental leave, the employee shall be placed in their former position.
- 19.09 Jury or Court Witness Duty Leave: The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves or acts as a witness in any court.
- 19.010 Education Leave: Education leave may be granted to any employee for the purpose of attending a workshop or course if considered necessary by the Employer in order for the employee to continue employment in the Child Care Centre. The Employer agrees to pay tuition fees, registration fees, and expenses.
- 19.11 Leave for Seminars and Conferences: The Employer may grant two (2) days leave on a rotational basis by seniority with pay and benefits to attend job-specific conferences, seminars, and workshops. Upon application to the Director, assistance with tuition fees, registration fees, and expenses may be paid by the Employer on a first come-first served basis, based on relevance to the Child Care Centre of the specific event. Conferences, seminars and workshops that occur after working hours will be compensated by time in lieu.
- 19.13 General Leave: The Employer may grant a leave of absence to an employee without pay when an employee requests such leave for good and sufficient cause which will include education leave. Such requests shall be in writing and will be subject to approval by the Employer. The employee shall retain seniority throughout the period of leave granted.
- 19.14 Workers' Compensation Pay Supplement: All employees shall be covered by *The Workers' Compensation Act*. An employee prevented from performing their regular work with the Employer on account of an occupational accident which is covered by *The Workers' Compensation Act* shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board in order to provide their net take-home pay, for a maximum of three (3) months.

Employees who have made application to the Workers' Compensation Board for an insurable claim but whose claim has not been processed shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments for a maximum of two (2) months. In order to continue receiving their regular salary, the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Workers' Compensation Board on the employee's Income Tax (T4) form.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

- 20.01 Pay Days: The Employer shall pay salaries and wages on a bi-monthly basis. On the fifteenth (15th) day or last day of the month, each employee shall be provided with an online itemised statement of their wages, overtime and other supplementary pay and deductions.
- 20.02 Equal Pay for Equal Work: Employees shall receive equal pay for work of equal value regardless of gender identity.
- 20.03 Travel Allowance: Reimbursement to employees who are specifically requested by the Director to provide use of their own personal vehicle for Child Care activities or business will be compensated at the current University of Saskatchewan rates.
- 20.04 Training:
- a. Employees who participate in First Aid/CPR training which occurs outside the employee's regular shift shall be reimbursed for the cost of training and compensated for attendance with a day in lieu for each day of training, at the discretion of the Employer. Substitute employees shall qualify for the above upon completion of 2500 hours of service.
 - b. The Employer agrees to provide additional training to meet specific medical needs of the children as required.
 - c. **Children with medical needs: Wherever possible, training specific to the child's individual medical need for direct staff and management shall be done by a medical professional or public health and shall be completed prior to the child's start date at the center.**
- 20.05 Clothing Allowance: The Employer shall provide all employees with a clothing allowance of **two-hundred dollars (\$200.00)** per year for winter wear, work wear, and footwear costs associated with employment. Employees working less than full-time hours shall have this benefit prorated **based on 1820 hours worked in any given year**. Employees shall submit receipts for total annual amount prior to reimbursement. Substitute employees will be eligible for the allowance after 480 hours. Permanent employees will be eligible after completion of their probationary period.
- The above annual clothing allowance may be combined with the annual wellness spending allowance under Article 20.06 below, not to exceed a combined maximum of four-hundred dollars (\$400.00) per year, and prorated based on 1820 hours worked in any given year.**
- 20.06 Wellness Spending: Employees working full-time hours shall be eligible to access **two-hundred dollars (\$200.00)** per year to use for wellness expenses such as a YWCA/YMCA membership or other such wellness programs. Employees working less than full-time hours shall have this benefit **prorated, based on 1820** hours worked in any given year. Employees shall submit receipts for total annual amount prior to reimbursement.
- 20.07 Pay for Temporary Performance of Higher Level Duties: Employees performing the duties of Director shall receive an increase **to the corresponding Supervisor rate of pay, for every hour or portion thereof**, in which those duties are performed. Employees shall be deemed to be covered by the Collective Agreement during this period. Employees may request that their names are not on the temporary director list. However, in order to comply with legislation, it may be necessary for someone to be appointed regardless. Appointments will be made based on seniority.

20.08 Premium Pay for Late Child Pickup: Any late child pickup fees collected by the Employer shall be split equally to be paid out to each qualified employee required to remain at work. The premiums paid shall be in addition to the appropriate hourly rates of pay for all time worked beyond the normal hours of work. The offer of additional work shall be voluntary and in order of seniority. In the event no qualified employee accepts the offer, the Employer may assign the work in reverse order of seniority.

ARTICLE 21 – GENERAL CONDITIONS

21.01 Staff Bulletin Boards: The Employer shall provide staff bulletin boards which shall be placed so that all employees will have access to them. The Union shall have the right to post notices of meetings and other notices that may be of interest to the employees.

21.02 Children of Staff: Wherever possible, children of staff (employee or management) will not be assigned to the same center to which the staff person is assigned.

Staff, whose children attend the center, do not have to take a class at the University in order to enroll their child(ren), contingent on the Centre's lease agreement.

ARTICLE 22 – COPIES OF AGREEMENT

22.01 Copies of Agreement: The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and the employees' 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 within thirty (30) days of signing.

ARTICLE 23 – TERM OF AGREEMENT

23.01 Duration: This Agreement shall be binding and remain in effect from May 1, 2021 to April 30, 2024, and shall continue from year to year, but either party may, not less than sixty (60) days and not more than one-hundred and twenty (120) days before the expiry date of the Agreement, give notice in writing to the other party to negotiate a revision thereof.

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

ARTICLE 24 – VIOLENCE IN THE WORKPLACE

The Employer is committed to a safe, positive work environment for all staff.

24.01. The Employer defines violence according to *The Saskatchewan Employment Act, Section 3-21* as "the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that the worker is at risk of injury."

24.02 The Employer will continue to work toward minimizing the potential for violence by adopting preventive measures such as training for employees by:

- a. Developing ways and means of recognizing potentially violent situations;
- b. Establishing proactive approaches to prevent or minimize violence;
- c. Developing procedures for dealing with incidents of violence and how to obtain assistance; and
- d. Establishing procedures for documenting and reporting violent incidents to the appropriate authorities.

- 24.03 The Employer will intervene and take supportive and appropriate action when any acts of violence, threats, or intimidation occur. (Note: this means stepping in and providing assistance and support in the moment and afterwards if staff are being harassed or threatened).
- 24.04 This policy will be reviewed regularly by the Occupational Health and Safety committee to determine if any changes should be made. Any such changes will be communicated to all employees.
- 24.05 The Employer will extract and post the information contained herein.
- 24.06 The Employer will inform employees who work in settings where they could be at a higher risk of violence. These may include:
- a. Employees who work with children who have a history of violence as defined by a medical or mental health practitioner,
 - b. Employees who work with children who suffer from specific medical conditions which can increase the probability of those children being the perpetrators of violent acts; and,
 - c. Employees who provide services to a child whose parent/guardian has a history of violence or who has threatened staff.
- 24.07 All employees have a responsibility to ensure a safe workplace. To that end, employees shall promptly communicate issues relating to violence as follows:
- a. Employees who believe they have been subjected to a violent act will report the incident to the Executive Director, Director or designate immediately;
 - b. Employees who have been the victim of a violent incident must complete a Workers' Compensation Board Incident Report Form and forward it to the Executive Director, Director, or designate;
 - c. Employees who believe a colleague, or visitor to the workplace represents a danger to the safety of the workplace shall notify the Executive Director, Director or designate immediately. If a child is a danger the employee will take immediate action to ameliorate the danger and when the situation is resolved will inform the Executive Director, Director or designate.
 - d. The Executive Director, Director or designate shall inform the Board and the local Occupational Health and Safety Committee of reports of violent incidents.
- 24.08 All violent incidents will be documented and reported to the appropriate authorities as soon as possible following receipt of a complaint. Employees shall have access to Union representation throughout the investigative process.
- 24.09 Following an investigation that confirms the occurrence of a violent incident, the Employer will review the results and take appropriate action to minimize the risk of another incident.
- 24.10 Employees affected by a violent incident will be informed of the results of the investigation.

24.11 When an employee is a victim of a violent incident:

- a. They will be given the opportunity to consult with a physician or seek counselling without loss of salary or benefits;
- b. They will be required to file the necessary injury reports if the employee seeks medical assistance or is absent from work;
- c. Compensation for medical expenses, time lost, or disability to which they may be entitled will not be duplicated;
- d. They will not be prevented from referring the violent incident to a third party including Occupational Health and Safety, Saskatchewan Human Rights, and/or police services; and
- e. Reprisals or threats as a result of filing a complaint are to be reported to the Executive Director, Director or designate for immediate investigation. Confirmation of such threats or reprisals will result in appropriate disciplinary or other action.

ARTICLE 25 – INTIMATE PARTNER VIOLENCE

25.01 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with domestic violence or abuse in their personal life is entitled to ten (10) days of leave in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. An employee is also entitled to take up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period in one continuous period.

An employee is entitled to be paid for up to five (5) days of this leave in a fifty-two (52) week period as Sick Leave.

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

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be share as agreed.

Information should be shared in emergency situations; for threat assessment; for safety planning, for the effective implementation of protective orders.

ARTICLE 26 – RETROACTIVITY

26.01 All employees who were employed effective April 30, 2018 shall receive any retroactive pay or benefit increases for all time worked after May 1, 2018. Employees who are no longer employed by the Employer shall be entitled to receive retroactive pay provided that they make written application to the Director no later than forty-five (45) days after the date of the signing of this Agreement.

The above Article will be suspended for the term of the 2021-24 Agreement.

APPENDIX 'B'

The employees who hold the following positions shall constitute employees for the purpose of this Agreement:

- a. Early Childhood Educator employed full-time who has successfully completed the required probationary period; **and**
- b. Early Childhood Educator employed other than full-time who has successfully completed the required probationary period; **and**
- c. Substitute employees called in to work on a casual basis to maintain the required child/Early Childhood Educator worker ratios on days when full-time or part-time employees are absent; and
- d. Cook employed on a full-time basis who has successfully completed the required probationary period; **and**
- e. **Term employees who either work on a full-time or part-time basis for a specific period (not to exceed twelve (12) months without the mutual agreement of the Union) or replace a permanent employee who is on an approved leave of absence or long-term disability.**

APPENDIX 'C' – WAGE SCHEDULE

	START		1 YEAR		2 YEARS	
	MONTHLY	HOURLY	MONTHLY	HOURLY	MONTHLY	HOURLY
Childcare Worker – ECE III	\$3,040.95	\$20.04	\$3,105.06	\$20.48	\$3,659.83	\$24.12
Childcare Worker – ECE II	\$2,736.85	\$18.04	\$2,794.56	\$18.43	\$3,293.85	\$21.71
Childcare Worker – ECE I	\$2,198.78	\$14.49	\$2,245.89	\$14.80	\$2,646.39	\$17.44
Cook (5.25 hours)	\$2,121.65	\$18.64	\$2,166.66	\$19.03	\$2,518.23	\$22.13
Full-Time Cook	\$2,827.76	\$18.64	\$2,886.59	\$19.03	\$3,357.05	\$22.13
Substitutes	With Diploma or 2500 hours			\$14.24		
	Start			\$13.32		

Appendix 'C' will be suspended for term of Agreement, per LOU #2, clause 1.

APPENDIX 'C' – WAGE SCHEDULE

Effective September 1, 2022

Classification	Substitutes (Without Diploma or less than 2500 hours)	Substitutes (With Diploma or 2500 hours)	Childcare Worker – ECE I	Childcare Worker – ECE II	Childcare Worker – ECE III	Supervisor	Cook
Hourly Rate	\$16.00	\$18.56	\$18.56	\$22.06	\$25.43	\$26.57	\$23.44

APPENDIX 'C' – WAGE SCHEDULE

Effective May 1, 2023

Classification	Substitutes (Without Diploma or less than 2500 hours)	Substitutes (With Diploma or 2500 hours)	Childcare Worker – ECE I	Childcare Worker – ECE II	Childcare Worker – ECE III	Supervisor	Cook
Hourly Rate	\$17.00	\$18.56	\$18.56	\$22.06	\$25.43	\$26.57	\$24.03

APPENDIX 'D'

NECESSARY EDUCATIONAL QUALIFICATIONS

PROSPECTIVE EMPLOYEES

When applying for a position with the USSU Child Care Centre Inc., prospective employees shall provide, at their own expense:

- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- A Vulnerable Sector Criminal Record Check within the past six (6) months prior to application
- **Certificate in Safe Food Handling Level I from the Saskatchewan Provincial Government Department of Health**
- **Canadian Language Benchmark English level 7+**

EARLY CHILDHOOD EDUCATORS

Early Childhood Educator Level I

- ECE I Certificate in Early Childhood Education from an accredited institution
- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- Canadian Language Benchmark English level **8+**

Early Childhood Educator Level II

- ECE II Certificate in Early Childhood Education from an accredited institution
- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- Canadian Language Benchmark English level **8+**

Early Childhood Educator Level III

- ECE III Certificate in Early Childhood Education from an accredited institution
- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- **Certificate in Safe Food Handling Level I from the Saskatchewan Provincial Government Department of Health**
- Canadian Language Benchmark English level **8+**

Substitute Early Childhood Educator

- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- **Certificate in Safe Food Handling Level I from the Saskatchewan Provincial Government Department of Health**
- Canadian Language Benchmark English level 7+

Support Worker/Grant Worker (Term Employees)

- ECE designation or training from an accredited institution specified for an individual child
- First Aid/CPR Level C
- **Certificate in Safe Food Handling Level I from the Saskatchewan Provincial Government Department of Health**
- Canadian Language Benchmark English level 7+

COOK

- Certificate in Safe Food Handling **Level II** from the Saskatchewan Provincial Government Department of Health
- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- Canadian Language Benchmark English level **8+**

SUBSTITUTE COOK

- Certificate in Safe Food Handling **Level I** from the Saskatchewan Provincial Government Department of Health (at prospective employee's cost)
- Canadian Language Benchmark English level **7+**

VOLUNTEER

- Vulnerable Sector Criminal Record Check within the past six (6) months

APPENDIX 'E'

**Sick Leave Certificate
Employee/Physician Statement**

SECTION A: EMPLOYEE'S STATEMENT

The information obtained from completion of these documents is for use in determining the employee's eligibility for a Sick Leave or required workplace accommodation.

Last Name: _____ First Name: _____

S.I.N. #: _____

Date of Birth: _____ Male Female

Address: _____
No. & Street City/Town Province Postal Code

Telephone No.: _____

1. a) Is your current medical condition the result of a workplace injury? If yes, contact the Director. If not, please continue.

b) Date symptoms began: _____

c) Medical condition has prevented me from working since: _____
Date

2. List all physicians you have seen for your present medical condition. (attach copies of all available specialists' reports)

Physician No. 1 Name: _____

Address: _____

Date(s) Seen: _____

Date(s) of any Hospitalization: _____

From _____ to _____

Physician No. 2 Name: _____

Address: _____

Date(s) Seen: _____

Date(s) of any Hospitalization: _____

From _____ to _____

Physician No. 3 Name: _____

Address: _____

Date(s) Seen: _____

Date(s) of any Hospitalization: _____

From _____ to _____

3. a) Have you, or did you, attempt to return to work? No Yes

b) If "Yes", from _____ to _____
Date Date

Indicate: Full-time Part-time Usual job New job/duties

c) If "No" do you expect to return to your own occupation? If so, when?

_____ *Date*

d) If there is medical indication that you will require some form of accommodation, please provide details of the accommodation required (i.e.: light duties, less hours, no heavy lifting, etc.).

4. Are you claiming or receiving any other disability or wage loss benefits?

No Yes

If "Yes" please specify (WCB, CPP/RPP Disability Pension, Car Insurance, Veteran's Insurance, other – e.g. legal action, retirement pension):

CERTIFICATION: I certify that the above answers are full, complete, and true.

Signature of Employee: _____

Date: _____

SECTION B: ATTENDING PHYSICIAN'S STATEMENT

The information obtained from completion of these documents is for use in determining the employee's eligibility for sick leave or required accommodation.

Please complete the sections relating to your patient and strike out non-applicable areas. Accurate and detailed completion of this form is essential for your patient to receive sick leave benefits or an appropriate accommodation. You can mail the form directly to the Director, University of Saskatchewan Students' Union Child Care Centre, 221 Cumberland Avenue North, Saskatoon, Saskatchewan, S7N 1M3 or give it to the patient at your discretion. If you require a copy of the Claimant's job description, please call the Director at 306-966-2777.

Date: _____

Name of Attending Physician completing this form: _____

Family Doctor Specialist

Physician's Address:

<i>No. & Street</i>	<i>City/Town</i>	<i>Province</i>
	()	
<i>Postal Code</i>	<i>Phone Number</i>	

HISTORY:

1. Symptoms first appeared or accident happened on: _____
Day / Month / Year

2. Total disability began on: _____
Day / Month / Year

3. First Visit: _____
Day / Month / Year

4. Is this a work-related accident/injury? No Yes Unknown

5. Has patient ever had same or similar condition? No Yes Unknown

OBJECTIVE FINDINGS/INVESTIGATIONS:

1. You most recently examined this patient on: _____
Day / Month / Year

2. Physical Limitations (e.g. range of motion, restrictions on lifting, bending, walking, etc.)

3. Other Limitations (e.g. vision, psychological, etc.)

4. Are any further investigations planned? No Yes

If "Yes", state type and when.

5. a) Has your patient been referred to any other physicians/specialists? No Yes

If "Yes", please specify name, specialty and dates of exams.

b) Summarize physician's/specialist's findings.

TREATMENT:

1. Since first visit, how often have you seen this patient?

Weekly Bi-weekly Monthly Other _____

2. Is this patient on any medication that could affect how they perform their job (i.e.: caring for children)?

If so, what limitations does this place?

3. Physiotherapy? No Yes

If "Yes", specify frequency: Daily 3 x Per Week Weekly

Other _____

Type: Outpatient/Physiotherapy Dept. Independent home exercises

4. Any other treatment or future plans for treatment? (specify with dates)

5. Summarize patient's response to treatment and summary of test results.

LIMITATIONS:

1. Identify specific medical limitations which prevent your patient from performing **their own** occupation (based on your understanding of the duties involved).

2. Identify specific medical limitations which prevent your patient from performing any other occupation.

PROGNOSIS:

Able to return to work at:

1. Own occupation
(specify)

Full-time

_____ *Day* *Month* *Year*

Part-time

_____ *Day* *Month* *Year*

Other

_____ *Day* *Month* *Year*

2. Other occupation
(specify)

Full-time

_____ *Day* *Month* *Year*

Part-time

_____ *Day* *Month* *Year*

Other

_____ *Day* *Month* *Year*

Please provide detail on proposed occupation/accommodation:

Signature of Physician:

Date:

_____ *Day* *Month* *Year*

SIGNING PAGE

Dated this 11 day of JULY, 2023

SIGNED ON BEHALF OF:

The University of Saskatchewan Students' Union (USSU) Child Care Centre

Scott Hitchings
Scott Hitchings (Jul 22, 2023 11:36 GMT+2)

Scott Hitchings

Tiffany Lepage
Tiffany Lepage (Jul 22, 2023 07:00 MDT)

Tiffany Lepage

Laura Wright
Laura Wright (Jul 22, 2023 09:01 MDT)

Laura Wright

SIGNED ON BEHALF OF:

Canadian Union of Public Employees, Local 5408

Tracy Thrun
Tracy Thrun (Jul 11, 2023 13:23 MDT)

Tracy Thrun

Robyn Dutertre
Robyn Dutertre (Jul 11, 2023 11:47 MDT)

Robyn Dutertre

Sheila Brown
Sheila Brown (Jul 11, 2023 15:24 MDT)

Sheila Brown

Laura Perpik
Laura Perpik (Jul 11, 2023 16:46 MDT)

Laura Perpik

Carmen Huang
Carmen Huang

LETTER OF UNDERSTANDING #1

Between: USSU Child Care Centre Board of Directors
And: Canadian Union of Public Employees, Local 5408
Date: May 1, 2021 to April 30, 2024

The parties agree to the following:

1. Early Childhood Educator Level I

The Employer is committed to hiring the best qualified individuals available. The Employer will not exceed more than 10% of the total staff complement at the ECE I level. ECE Level I employees will only work in floater positions and will not be assigned permanently to a specific room. In all instances, individuals hired at the ECE I level will be required to upgrade their education to a minimum ECE II at the earliest possible opportunity.

Early Childhood Educator Level I

- ECE I Certificate in Early Childhood Education from an accredited institution
- A valid certificate in First Aid and CPR Level C from the Canadian Red Cross or St. John's Ambulance
- Canadian Language Benchmark English level 7+

External ECE II or III has precedence over substitute worker with ECE I for floater positions.

2. Hiring Committee

All hiring committees will include one designated member of the Local as elected by the membership according to the Local Bylaws. Elections will be for a two-year term. The designated member will receive training on the requirements of being part of the Hiring Committee.

This Agreement will remain in effect and in force for the term of the Collective Agreement and may not be extended without the written consent of both parties.

SIGNED THIS 11 DAY OF JULY, 2023

ON BEHALF OF USSU CHILD CARE CENTRE

Scott Hitchings
Scott Hitchings (Jul 22, 2023 11:36 GMT+2)

Scott Hitchings
Tiffany Lepage
Tiffany Lepage (Jul 22, 2023 07:00 MDT)

Tiffany Lepage
Laura Wright
Laura Wright (Jul 22, 2023 09:01 MDT)

Laura Wright

ON BEHALF OF CUPE LOCAL 5408

Tracy Thrun
Tracy Thrun (Jul 11, 2023 10:23 DT)

Tracy Thrun
Robyn Dutertre
Robyn Dutertre (Jul 11, 2023 14:43 DT)

Robyn Dutertre
Sheila Brown
Sheila Brown (Jul 11, 2023 15:24 MDT)

Sheila Brown
Laura Perpick
Laura Perpick (Jul 11, 2023 15:46 MDT)

Laura Perpick
Carmen Huang
Carmen Huang

LETTER OF UNDERSTANDING #2

Between: USSU Child Care Centre Board of Directors
And: Canadian Union of Public Employees, Local 5408
Date: May 1, 2021 to April 30, 2024

The parties agree to the following:

- 1. That the current wage schedule be adjusted, to allow the maximum subsidy attainable through the current provincial grant program (currently the Wage Enhancement for Early Childhood Educators Child Care Centres, as revised September 2022).
In the event a grant, or similar form of additional funding for employee wages, is no longer available, the parties agree to meet to negotiate the suspended Appendix 'C' within sixty (60) days of receipt of notification.
2. No employee's current rate of pay will be moved downward because of any new wage schedule negotiated by the parties.
3. The new grant wage schedule will reflect one wage rate for each classification.
4. The parties also agree that the allocation of any funding increases, investments or grants targeted towards recruitment and retention of staff (currently the Canada-Saskatchewan Canada-Wide Early Learning and Child Care Agreement for the Early Learning Grant and Child Care Workforce Enhancement Grant), be negotiated between the parties and targeted to recruitment and retention initiatives for staff covered by this Agreement.
5. Initial lump sum payments (for monies received through the Early Learning and Child Care Workforce Enhancement Grant) shall be distributed equitably among all employees, regardless of classification and based on their full-time equivalent (FTE), in the following manner:

Table with 5 columns: Years of Service, Lump Sum Payment*, 0-5, 6-11, 12-19, 20+. Values: \$900, \$1,400, \$1,900, \$2,400.

OTHER:

The parties agree to engage in further discussion to achieve organizational goals of mentorship, teamwork, recognition of service, and high quality of care.

SIGNED THIS 11 DAY OF JULY, 2023

ON BEHALF OF USSU CHILD CARE CENTRE

ON BEHALF OF CUPE LOCAL 5408

Signatures for USSU: Scott Hitchings, Tiffany Lepage, Laura Wright.

Signatures for CUPE: Tracy Thrun, Robyn Dutertre, Sheila Brown, Laura Perpick, Carmen Huang.