

# AGREEMENT

BETWEEN

UNIVERSITY OF REGINA WOMEN'S CENTRE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3990-01

**CUPE** / *Canadian Union  
of Public Employees*

JANUARY 1, **2022** TO DECEMBER 31, **2024**

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## **ARTICLE 1 – PURPOSE**

- 1.01** The purpose of this agreement is to maintain and improve harmonious relations and settle conditions of employment between the employer and its employees; to define clearly the rates of pay and conditions of work; to determine the extent of democratic control of the work environment by employees; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interests of the employer and its employees.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Definition of the Bargaining Unit**

The employer recognizes the Canadian Union of Public Employees and its Local 3990-01 as the sole and exclusive collective bargaining agent for all its employees.

### **2.02 Work of the Bargaining Unit**

Persons who are not in the bargaining unit shall not perform functions which fall under the job description of those in the bargaining unit, if the performance of such functions would result in the lay-off, displacement or reduction in hours of a member of the bargaining unit.

### **2.03 No Other Agreements**

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

### **2.04 Restriction on Contracting Out**

In order to provide job security, the employer agrees no employee will be laid off, displaced or have hours of work reduced due to the employer contracting out any function which falls within the job duties of any member of the bargaining unit.

## **ARTICLE 3 – RIGHTS OF THE EMPLOYEE**

### **3.01 Personal Rights**

The rules of employment shall be limited to matters pertaining to the work requirement of each employee's job description. Employees shall not be required to do personal work for the employer.

### **3.02 Right to Have Steward Present**

An employee shall have the right to have **their shop steward** present at any discussion with the employer. In addition, the employer agrees to notify the employee and shop steward in advance of an interview for disciplinary purposes. The steward shall have the right to have a Canadian Union of Public Employees' representative present at any discussion with the employer.

### **3.03 Right to Participate**

The employer agrees that all **centre general, board and executive meetings** and all meetings of the employer, **except for** those meetings which deal with contract negotiations shall remain open to all employees. Employees shall have the right to fully participate in these meetings.

### **3.04 Access to Personnel File**

An employee shall have the right to review and photocopy **their** personnel file and respond in writing to any document contained therein; such reply shall become a part of the permanent record. The employer shall not be permitted to release information about the employee without **their** prior knowledge and consent.

### **3.05 Crossing of Picket Lines**

Employees shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees or refuse to handle goods from an employer where a strike or lock out is in effect.

### **3.06 Political Action**

Employees shall have the right to participate in political action called for by the Canadian Labour Congress and its affiliates. Employees shall not suffer loss of wages for a maximum of three (3) days for each such participation.

## **ARTICLE 4 – REGULAR AND CASUAL EMPLOYEES**

### **4.01 Permanent Employees**

(a) To the extent possible employment will be in permanent full-time positions.

(b) An employee shall be considered a permanent employee after **they have** completed a probationary period commencing on the date that **they have** commenced work and expiring ninety (**90**) calendar days after the commencement of work whichever comes first.

- (c) An employee shall be considered full-time when **they are** regularly employed for **thirty-three and one-half (32 ½)** hours per week. An employee working less than **thirty-three and one-half (32 ½)** hours per week shall be considered a part-time employee. Part-time employees shall receive wage rates on a pro-rated basis according to the number of hours worked.
- (d) The executive director position shall be a permanent full-time position.

#### **4.02 Casual Employees**

- (a) Casual employees are those who are hired on an hourly or honorarium basis to perform duties of a temporary, short-term nature. This shall include students employed during the summer.
- (b) Such employees shall not be hired so as to result in the displacement, discharge, or lay-off of employees or fragmentation of vacant regular positions.
- (c) The employer shall, in conjunction with the union, establish a hiring committee, and define the conditions of employment and wage rate.

#### **4.03 Term Employees**

- (a) Term employee is an employee hired to replace a permanent employee who is absent from work for an extended but limited length of time such as a leave of absence.
- (b) Term employees are entitled to all rights of the collective agreement except that upon the expiry of the term, the employee shall be laid-off with two **(2)** weeks' notice, without continuation of group benefits or relocation expenses.

### **ARTICLE 5 – PROBATIONARY EMPLOYEES**

- 5.01** The employer is responsible for ensuring that an employee on probation is provided with adequate training in order to fulfil the duties required of **their** position.
- 5.02** During the probationary period, employees shall have the rights and privileges of this agreement, except with regard to discharge. An employee on probation may be terminated at any time, for **unsuitability**. Prior to terminating a probationary employee, the employer shall provide the employee **with two (2) written performance reviews and**, with a reasonable opportunity to correct the situation.

To terminate a probationary employee, the employer has an obligation to act reasonably, fairly, equitable, non-discriminatorily and in good faith.

- 5.03** The employer agrees to advance to a probationary employee the first week's salary, upon request.

## **ARTICLE 6 – NO DISCRIMINATION/HARASSMENT**

### **6.01 No Discrimination**

The employer agrees that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, appearance, colour, race, place of origin, political or religious affiliation, sexual orientation, **gender identity or expression**, marital or family status, place of residence, positive Human Immune Deficiency Virus (HIV) test, Acquired Immune Deficiency Syndrome (AIDS) or AIDS related illness, disability which does not prevent the performance of the duties of the position, or union membership or activity.

The union recognizes the exemption granted the centre by the Human Rights Commission and agrees that the centre must hire women to serve the needs of women at the University of Regina. Hiring policies consistent with the Human Rights exemption do not violate the no discrimination article.

### **6.02 No Harassment**

- (a)** The employer shall not harass employees, prospective employees or employee representatives, or belittle their work. The employer agrees that there shall be no form of sexual, gender, racial/ethnic harassment, or any harassment on the basis of age, appearance, political or religious affiliation, marital or family status, disability, AIDS or AIDS related illness **or personal harassment**.
- (b)** Sexual harassment shall be defined as:
- (i)** unwanted attention of a sexual oriented nature; or
  - (ii)** implied or expressed promise of reward for complying with a sexually oriented request; or
  - (iii)** implied or expressed threat or reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually orientated request; or
  - (iv)** sexually oriented remarks or behaviour which may reasonably be perceived to create a negative working environment.

- (c) Gender harassment shall be defined as an offensive comment and/or action which demeans an individual and/or causes personal humiliation, on the basis of sexual orientation or gender.
- (d) Racial/ethnic harassment shall be defined as an offensive comment and/or action which demeans an individual and/or causes personal humiliation, on the basis of race, colour or place of origin.
- (e) Harassment shall be further defined as an offensive comment and/or action which demeans an individual or causes personal humiliation on the basis of age, appearance, political or religious affiliation, marital or family status, disability, AIDS or AIDS related illness.
- (f) The employer agrees to take all reasonable steps to ensure that staff have the right to work in an environment free from harassment. Harassment from representatives of the employer, or delegates or guests at meetings of the employer shall be defined as complaints not related to work performance. Any work-related complaint must be addressed privately to a member of the national executive, or else this also shall be considered harassment.

#### **6.03 Harassment Grievances**

- (a) An employee who alleges **they have** been harassed may submit a grievance under the normal grievance procedure. All grievances filed alleging a violation of this article shall be submitted at step 3 of the grievance procedure.
- (b) If the grievor requests that contact with the alleged harasser be discontinued during the period of consideration of the grievance, this shall be granted.

#### **6.04 Harassment Leave**

Where the employee alleges that **they have** been harassed **they** shall be entitled to five (5) days paid leave of absence.

### **ARTICLE 7 – OFFICE PROCEDURES**

- 7.01 The employer and the office employees shall determine the office procedures to be used. Should the parties be unable to reach an agreement on the said procedures, the matter shall be referred to the labour management committee for recommendation to the board of directors. No changes shall be made until the matter is resolved through this process.

## **ARTICLE 8 – UNION SECURITY**

### **8.01 Membership in Union**

The employer agrees that all employees, as a condition of employment, shall become members of the union during the life of the agreement.

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

### **8.02 Representation**

The employer shall provide the union with a list of its executive members, one of whom shall be one designated **staff relations officer**. The union will also inform the employer of its designated **shop steward**. The employer will recognize the **shop steward** as the authorized representative of the union. Employees will have the right to the assistance of representatives of CUPE in any and all dealings, discussions, or negotiations with the employer.

### **8.03 Union Dues**

The employer shall deduct from every employee any dues, initiation fees, or assessments levied by the union or its members. Deductions shall be made from the payroll at the end of each month and shall be forwarded to the **secretary-treasurer** of the union not later than the fifteenth day of each month following, accompanied by the list of all employees from whose wages the deductions have been made, including home address, telephone number, personal email, and salary. A copy of this list shall be forwarded by the employer to the **national headquarters** of the Canadian Union of Public Employees. Union dues shall be recorded on the T-4 slip for income tax purposes.

### **8.04 Union Label**

The CUPE union label and University of Regina Women's Centre logo shall be displayed on all materials produced by members of the bargaining unit.

#### **8.05 Affiliation and Merger Protection**

In the event the employer merges or affiliates with another body, the employer shall ensure that:

- (a) employees be credited with all seniority rights;
- (b) all service credits relating to vacation with pay, sick leave and all other benefits be recognized;
- (c) all work and service presently performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit;
- (d) conditions of employment and wage rates not be less than the provisions in effect under this agreement;
- (e) no employees suffer loss of employment;
- (f) preference in location of employment be determined on the loss of seniority; and the union has the right to participate in all discussions relating to the merger or affiliation.

#### **8.06 Notice to the Union**

Where notice or reply to the union is required in fulfilment of the obligations in any clause of this agreement, such notice shall be in writing to the shop steward. As well, a copy shall be forwarded to the president of the CUPE Local 3990-01. Failure to comply with this clause shall render the notice null and void.

#### **8.07 Union Meetings**

The employer will permit the use of its premises for the purpose of union meetings without cost to the union.

#### **8.08 Union Bulletin Boards**

The employer will provide a union bulletin board in each worksite. In multi-floor buildings, a union bulletin board will be located on each floor. These boards will be located in areas that are highly visible to employees.

## **ARTICLE 9 – UNION ORIENTATION**

### **9.01 Potential Employees**

During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with union security and dues.

### **9.02 New Employees**

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their union steward or representative, as designated by the union.

The representative designated by the union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

### **9.03 Orientation Sessions**

Where the employer conducts staff orientation sessions, the union will be provided an hour during such session to make a presentation about membership in the union. The employer will leave the room during the union presentation.

The union will provide the employer with copies of materials used in such session and will not disparage the employer during the presentation.

### **9.04 Notification of New Hires**

The union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

## **ARTICLE 10 – JOB DESCRIPTIONS**

### **10.01 Job Descriptions**

The employer agrees to draw up job descriptions with input from the union for all positions in the bargaining unit. These descriptions shall be presented to the union before they are finalized by the employer. The employer shall then give the

union ten **(10)** days' notice prior to the adoption of new or revised job descriptions. During the period of April 1 to August 30 written notification shall be given to the chair and one **(1)** other board member by registered mail. These descriptions shall be considered for adoption by the employer unless the union presents written objection. The union shall have the right to propose changes to job related descriptions, in writing, within twenty-eight **(28)** calendar days. The employer will meet to discuss the proposed changes within twenty-eight **(28)** calendar days. If the employer does not reply to the proposed changes within this time, the changes shall be deemed approved and implemented.

In the case where the employer implements job descriptions without the union's agreement, the dispute may be submitted to grievance.

## **ARTICLE 11 – SENIORITY**

**11.01** Seniority is defined as the length of employment with the employer. Seniority shall determine, within the bargaining unit, priority for appointments to vacant and new positions, layoff and recall, vacation scheduling and any other rights or benefits to which seniority applies in this agreement.

Seniority for **all** employees shall be calculated from the date of hire.

**11.02** The employer shall maintain a seniority list showing the date upon which employment commenced. An up-to-date seniority list shall be sent to the union and distributed to employees in January of each year.

### **11.03 Loss of Seniority**

An employee shall only lose **their** seniority if **they**:

- (a)** is discharged for just cause and is not reinstated through the grievance procedure.
- (b)** resigns in writing and does not withdraw within **forty-eight (48)** hours.
- (c)** fails to notify the employer of **their** intention to return to work within seven **(7)** days following the receipt of recall notice.
- (d)** is absent from work without notifying the employer, unless such notice was not reasonably possible.
- (e)** is on layoff for a period of one **(1)** year or more.

## ARTICLE 12 – PAYMENTS OF WAGES AND ALLOWANCES

### 12.01 Payment of Wages

- (a) Employees shall receive equal pay for work of equal value. The employer shall pay wages bi-weekly in accordance with Appendix 1. Each employee shall be provided with an itemized statement of **their** earnings and deductions **on each payment of wages**.
- (b) The employer, upon an employee's written request, shall issue any cheque which falls due during the employee's vacation period or leave of absence, prior to this period commencing.

### 12.02 Per Diems

- (a) Per diems for travel and meetings outside the City of Regina of residence shall be provided to an employee, in accordance with Appendix 1.
- (b) When the activities take place outside the City of Regina where lunch and dinner are provided, half per diems shall be provided.

### 12.03 Childcare Allowance

The employer agrees to cover childcare costs incurred by employees attending federation meetings, conferences, and working overtime required by the employer, provided receipts are submitted.

### 12.04 Transportation Allowance

- (a) Kilometrage rates for employees using their vehicle at the request of the employer shall be based on the Public Service Commission rates. The kilometrage allowance shall be claimed on a monthly basis.
- (b) Effective May 1, 1998, the employer shall pay for, or provide parking permits for all full-time staff.
- (c) The employer shall not require an employee to own a vehicle as a condition of employment.
- (d) The employer shall provide the amount of **up to two hundred and fifty (\$250.00)** dollars per **semester** to each permanent part-time employee.

### 12.05 Night Travel Allowance

When an employee works overtime between 10:30 p.m. and 7:30 a.m., the employer shall cover the cost of taxi fare to and from the residence of the

employee. An employee who is choosing to work flex-time may request this allowance.

**12.06 Hotel Accommodation and Telephone Calls**

For work or travel outside the City of Regina, the employer shall cover the cost of hotel accommodation and telephone calls to home and/or place of residence, and/or to spouse, or partner, or children, at the rate of ten **(10)** minutes worth of calls per day, up to a maximum of thirty **(30)** minutes per trip.

**ARTICLE 13 – OVERTIME**

**13.01 Hours of Work**

The full-time hours of work shall be one hundred and forty (140) hours in four **(4)** weeks. Full-time and part-time employees may work flex-time with the understanding that the employer will be at work for program times and scheduled meetings and events. The employer may set reasonable core working hours if required for public service.

Employees shall be entitled to: a one half ( $\frac{1}{2}$ ) hour lunch break and two (2), fifteen (15) minute coffee breaks each day. The employee shall be able to combine all time to be used at their discretion.

**13.02** All hours of overtime in excess of the **one hundred forty (140)** hours in a four **(4)** week period shall be compensated for at the rate of one and one half **(1 ½)** hours per hour.

**13.03** Overtime shall be compensated for by time off at the appropriate overtime rate for the time worked, or by overtime pay. The employee has the right to be compensated with pay for up to twenty-five (25) hours of overtime in a month.

**13.04** An employee may take time off in lieu of overtime provided it is authorized by the employer at least five **(5)** working days in advance.

**13.05** If additional hours are required, the opportunity to work those hours shall be offered to less than full-time employees in order of seniority. Part-time employees may not be required to work additional hours without mutual agreement.

**13.06** Any reduction in the regular hours of work for a full-time or part-time employee will be considered a lay-off under Article 11.

## **ARTICLE 14 – SOCIAL BENEFITS**

### **14.01 Group Insurance**

The employer shall pay one hundred percent (**100%**) of the cost of a GMS or private plan which includes group insurance, extended health and dental insurance for all permanent full-time employees. Part-time employees shall be reimbursed for costs consistent with benefits provided to employees of the University of Regina Students' Union. All part-time students shall be enrolled at the employer's expense into the University of Regina Students' Union benefits plan. The Long-Term Disability premiums shall be paid by the employee. In case of illness the employer shall maintain benefit coverage for a period of one (**1**) year. Thereafter the employee may maintain coverage by paying the full premium cost through the employer, if the employee so desires.

### **14.02 Premiums**

If the premium paid by the employer for any employee is reduced, the amount of the saving shall be used to increase or improve the benefits offered under the plan. This article shall not be in effect in the case the decrease in premium has been obtained through an agreement with another insurance company for benefits identical in all material ways.

### **14.03 Registered Retirement Savings Plan**

In January of each year, the employer shall contribute an amount equal to **seven percent (7%)** of the full-time or part-time employee's total gross earnings in the previous calendar year into an RRSP in the employee's name. When an employee terminates prior to January, an amount equal to **seven percent (7%)** of total earnings in that calendar year shall be payable to the employee.

## **ARTICLE 15 – LANGUAGE IN RESPONSE TO POTENTIAL LEGISLATION**

### **15.01 Information Related to Legislative Disclosure**

The employer will provide information to the union that will assist it to fulfill any legislative disclosure requirements. The information will be provided in writing within **ten (10)** working days of the union requesting any such information.

### **15.02 Leave with Pay for Compliance with Union Legal Disclosure Requirements**

The employer will grant leave with pay for a member designated by the union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

### **15.03 Disclosure and Leave with Pay for Dues Collection and Authorizations**

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the employer will provide:

- (a) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the union's local secretary-treasurer and national servicing representative, within **ten (10)** days of each pay period.
- (b) Paid union leave and access to the workplace during working hours for the union to meet with each employee in the bargaining unit in order to collect dues and authorizations.

## **ARTICLE 16 – HEALTH AND SAFETY**

**16.01** The employer shall make all reasonable provisions for the health and safety of employees.

## **ARTICLE 17 – HOLIDAYS**

### **17.01 Paid Holidays**

The following are paid holidays:

New Year's Day	Family Day
University holiday	Good Friday
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
<b>National Day for Truth and Reconciliation</b>	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

The Women's Centre will be closed from December 24 until the university opens its doors following the New Years' Day and also during the Easter break. This shall not be considered as vacation days.

Furthermore, International Women's Day shall be an additional paid holiday or can be considered to be a float day at the discretion of the employee.

## **17.02 Compensation for Holidays**

- (a)** Should an employee agree to a request by the employer to work on a designated holiday, the employee shall accumulate double time for the time worked.
- (b)** In the event that a designated holiday falls on a Saturday or a Sunday, the Monday following shall be considered the holiday.
- (c)** If a designated holiday falls within the vacation period of an employee, **they** shall receive an extra day's vacation.

**17.03** Less than full-time employees shall receive holiday pay as per labour standards.

## **ARTICLE 18 – VACATIONS**

**18.01** Employees shall be entitled to annual vacation with pay on the following basis:

- (a)** In the first year of employment until the completion of **their** fifth (5) year, the employee shall be entitled to four **(4)** weeks' vacation; this vacation may be taken after six **(6)** months of continuous employment.
- (b)** From the sixth (6) year until completion of **their** tenth (10) year of service, the employee shall be entitled to five (5) weeks' vacation.
- (c)** Eleventh (11) years or more service shall be entitled to six (6) weeks' vacation.

**18.02** Employees are expected to use annual vacation each year, but an employee may carry over vacation into a subsequent year with the agreement of the **board**.

**18.03** An employee terminating **their** employment shall be entitled to a proportionate payment of salary in lieu of vacation, prior to termination. Vacation pay shall accumulate only for the period of one vacation year.

**18.04** Vacations shall be scheduled on the basis of seniority. During the months of July and August, those employees with children, who attended school during the previous spring, shall be given first priority.

**18.05** The employer and employees shall co-ordinate the vacation schedule by May 1 of each year, the schedule being subject to the approval of the employer. Such approval shall not be unreasonably withheld.

**18.06** Vacation entitlement is retroactive to January 1, 2016.

## **ARTICLE 19 – SICK LEAVE PROVISIONS**

### **19.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, exposed to a contagious disease, or under the examination or treatment of a physician, chiropractor or dentist or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

### **19.02 Sick Leave Accumulation**

Employees shall be entitled to twenty (20) days paid sick leave per year. All unused portions of sick leave will be cumulative.

### **19.03 Illness in the Family**

Where no one other than the employee can provide for the needs of an ill family member, the employee shall be entitled to use sick leave days for this purpose.

### **19.04 Medical Certificates**

Employees shall at the request of the employer, produce a certificate from a medical practitioner for any illness in excess of three (3) working days.

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.01 Union Business**

(a) The employer agrees to grant representatives of the union, upon written request of three (3) days, temporary leave of absence from their employment, in order to carry out negotiations or to attend to other union responsibilities. The employee shall suffer no loss of wages for the time so spent to a maximum of **fifteen (15)** days for the bargaining unit.

(b) Employees shall be granted paid leave of absence to attend union functions.

### **20.02 Leave for Public Duty**

An employee who is elected to a full-time position with the union or its affiliates, or who is elected to public office, shall be granted an unpaid leave of absence, without loss of seniority, for a period of up to two (2) years. Such leave may be renewed upon mutual agreement.

### **20.03 Maternity/Paternity/Adoption leave**

- (a) An employee shall be entitled to maternity leave for a period of **up to seventy-two (72) weeks**. After **thirty-six (36) weeks** of leave the employee will notify the employer if the employee is returning to work or if the employee wishes an additional leave of up to **thirty-six (36) weeks**. The employee shall continue to accumulate seniority while on leave. The employee will provide two **(2) weeks'** notice of return to work.
- (b) Provided they are in receipt of HRDC Employment Insurance Benefits, women on maternity leave, or an employee who has declared to Human Resources that the employee is the primary caregiver of the child, will receive **one hundred percent (100%)** of full salary from the employer as a benefit to provide for the two (2) week waiting period of Employment Insurance. Effective September 4, 2012, they shall then receive from the employer a top up to **one hundred percent (100%)** of their pre-leave earnings per pay period in addition to the benefit they are receiving from HRDC.

### **20.04 Jury or Court Duty**

The employer shall grant leave of absence to an employee who serves as a juror or witness in any court. The employer shall pay the difference between the employee's normal earnings and the payment **they** receive for jury service or court witness.

### **20.05 General leave**

The employer agrees to grant an employee general leave of absence of up to one **(1) year**, without pay. By mutual agreement, such leave may be extended. The employee shall be reinstated at **their** previous level of seniority. This clause shall only apply to employees who have been employed for one **(1) full year**.

### **20.06 Leave for Incarceration**

If an employee is incarcerated as a result of **centre business**, the employer agrees to grant paid leave of absence without loss of seniority for the duration of incarceration.

### **20.07 Bereavement Leave**

Employees shall be granted, upon request, five **(5) days** leave with pay in the case of the death of a parent, partner, spouse, sibling, child, mother-in-law, father-in-law, grandparent, **Indigenous Elder or faith leader** and two **(2) days** leave with pay in case of the death of a close personal friend. Where burial takes

place more than one thousand **(1,000)** kilometres from the place of residence of the employee, an additional two **(2)** days leave with pay shall be added to such bereavement leave.

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

During the leave, the employee shall continue to accumulate all benefits and seniority. Should the employee choose to make contributions for the period of the leave to the pension or benefits plan, the employer will pay the employer's contribution for the same period.

During the two **(2)** week Employment Insurance waiting period, the employer shall provide payment to the employee equal to one hundred percent **(100%)** of the actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave. For the remainder of the leave, the employer shall provide payment of the difference between the payments received by the employee and Employment Insurance and one hundred percent **(100%)** of the employee's actual weekly rate of pay that the employee was receiving on the last day worked prior to the commencement of the leave.

#### **20.08 Personal Leave**

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons: marriage of employee **three (3)** days; serious household or domestic emergency **three (3)** days; to attend a funeral **one half (1/2)** day; childcare, an immediate family and other dependent caregiver responsibilities **five (5)** days per year); marriage breakdown **three (3)** days; moving one's household **one (1)** day; obtaining citizenship **one (1)** day.

The employer, upon three **(3)** days written request, shall grant an employee unpaid leave for education leave for exams or registration as required by an educational institution **four (4)** days per semester.

#### **20.09 Leave for Domestic Violence**

The employer shall provide up to ten **(10)** paid days leave for victims of domestic violence.

### **ARTICLE 21 – CORRESPONDENCE**

**21.01** All correspondence between the employer and the union, relating to this agreement, shall be exchanged between the staff relations officer and the shop

steward. A copy of any correspondence between the employer and an employee pertaining to this agreement shall be forwarded to the shop steward.

## **ARTICLE 22 – LABOUR MANAGEMENT COMMITTEE**

**22.01** A labour management committee shall consist of equal number of representatives of the union and representatives of the employer. The staff relations officer and the shop steward shall be members of this committee. Each party shall appoint at least one (1) woman. The labour management committee shall have scheduled meetings at least four (4) times a year.

**22.02** The responsibilities of the labour management committee shall include the following:

- (a) Consider constructive criticism of the activities of the employer and employees to foster better working relations.
- (b) Promote good working conditions.
- (c) Maintain accurate job descriptions as per Appendix II.
- (d) Recommend to the union and the employer action with respect to the decisions made by the committee.
- (e) Other areas of concern which may be referred to it.

**22.03** Decisions of the labour management committee shall be subject to ratification by the centre executive, recorded in writing and signed by a representative of the employer and the union.

**22.04** The labour management committee may be called into session by either management or the union upon at least twenty-one (21) days' notice to each of the two parties.

## **ARTICLE 23 – GRIEVANCE**

### **23.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of this agreement.

### **23.02 Types of Grievances**

- (a) Individual or Group Grievance: defined as involving either an individual or

group seeking redress, whether initiated by the union or individual(s).

- (b) Policy Grievance: defined as involving a question of general application, interpretation or alleged violation of this agreement.

### **23.03 Grievance Procedure**

- (a) Grievances shall be dealt with in the following manner:

Step 1.

The union shall file a written grievance form with the employer. The grievance shall state the details and nature of the grievance and specify the provisions of the agreement which have been violated. As well, the grievance shall specify the remedy sought. The grievor has the right to be present at the meeting between the union and the employer. This meeting shall occur no later than fifteen (15) working days after the grievance was filed or the grievance shall be forwarded to the next step.

Step 2.

Failing settlement within ten (10) days after the dispute is submitted under Step 1, the union may submit the grievance and present its case to the centre board. The board will communicate its decision within three (3) weeks.

Step 3.

Failing a settlement under Step 2, the union may refer the matter to arbitration.

- (b) The time limits may be extended by mutual agreement.
- (c) After a grievance has been initiated by the union, the employer shall not discuss the grievance with the grievor, without the consent of the union.
- (d) The employer agrees not to introduce into the grievance procedure any documentation involving disciplinary action, of which the employee was unaware.

### **23.04 Precedent**

If the union, an employee, or group of employees, choose not to grieve a particular situation or withdraw a grievance at any stage, such action or lack of action, shall be entirely without prejudice.

### **23.05 Procedural Irregularities**

An arbitrator shall have the power to waive formal procedural irregularities in the processing of a grievance or reply, in order to determine the real matter in dispute.

## **ARTICLE 24 – ARBITRATION**

- 24.01** Where the grievance is referred to arbitration by either party, the union and the employer shall each appoint a representative within five (5) working days of notification of intent to proceed to arbitration.
- 24.02** The employer and the union shall meet within five (5) working days of appointment for the purpose of selecting a single arbitrator.
- 24.03** Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested, in writing, by the party requesting the arbitration, to set a place, time and date for the hearing within ninety (90) days of such request.
- 24.04** Where the arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing within the ninety (90) days stipulated, the two (2) representatives shall meet within five (5) working days to select another arbitrator.
- 24.05** Where the representatives are unable to agree upon a single arbitrator within five (5) working days of meeting for that purpose, or where two (2) arbitrators have been selected but declined or were unable to set a hearing within the ninety (90) days specified, either party shall request, in writing, to the Minister of Labour that they appoint an arbitrator.
- 24.06** The parties shall jointly bear the expenses of the arbitrator.
- 24.07** Should parties disagree as to the meaning of the decision of the arbitrator either party may apply within twenty-one (21) days to clarify the decision.
- 24.08** The time limits may be extended by mutual agreement.

## **ARTICLE 25 – DISCIPLINE AND DISCHARGE**

### **25.01 Just Cause**

The employer shall not discipline or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

### **25.02 Progressive Discipline**

- (a) The employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The employer recognizes that, prior to imposing disciplinary action, an employee shall be given a reasonable opportunity to correct the situation complained of.
- (b) Failure of the employer to conform with the provisions of this clause shall render the discipline or discharge null and void.

### **25.03 Discipline and Discharge Procedure**

- (a) **Step 1. Notice of Meeting** – Prior to any consideration of discipline, the employer shall notify the employee and the union, in writing, and schedule a meeting to be held within five (5) working days.
- (b) **Step 2. Letter of Warning** – Within ten (10) working days of the meetings, the employer may issue a letter of warning to the employee. The letter of warning shall state that disciplinary action may be imposed, in accordance with the procedure set out in this article, within a given date to be determined by the employer, such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the original notice.
- (c) **Step 3. Notification of Action** – The employer may implement disciplinary action one (1) month after issuing the letter of warning. The employer shall advise the employee and the union, in writing, of the disciplinary action to be taken.

### **25.04 Unjust Suspension or Discharge**

- (a) An employee considered by the union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing commencing at Step 3 of the grievance procedure outlined in Article 23.
- (b) In the event an employee is found to have been unjustly suspended or discharged, they shall be reinstated in their former position with no loss of seniority or wages.

## **ARTICLE 26 – PROFESSIONAL DEVELOPMENT**

### **26.01 Professional Development Seminar**

Once per year, the employer shall provide employees with the opportunity to attend a professional development seminar organized by employees. The employer agrees to pay the travel costs, accommodation costs and per diem, for employees to attend the professional development seminar. At least two (2) weeks prior to this seminar, the employer shall receive a proposed agenda and budget. Not more than one (1) month following the seminar, the employer shall receive a full report on the activities undertaken, as well as a full financial accounting.

### **26.02 Educational Allowance**

The employer shall pay the following costs for approved courses, seminars or workshops; all course fees, books and supplies, transportation for travel exceeding fifty (50) kilometres round trip, child care, and food and accommodation if the employee must be away from their normal place of residence.

If such instruction is required by the employer, the employer agrees to pay wages and benefits.

**26.03** The employer will pay the professional fees for any employee who is required to be a member of a professional association, and license for any employee who is required to be licensed.

## **ARTICLE 27 – STAFF CHANGES**

### **27.01 Job Postings**

(a) When a vacancy occurs or a new position is created, the employer shall post the position for seven (7) days. No outside advertising of any vacancy shall be placed until the applications of present union members have been fully processed.

(b) Job postings shall contain the following: nature of position, qualifications, wage, and any other hiring criteria as determined by the employer in consultation with the union. The parties to this agreement agree that female gender is a *bona fide* employment requirement.

## **27.02 Internal Hiring**

- (a)** All new positions or positions which become vacant shall be posted. If it is necessary to replace an employee temporarily for a period of greater than four **(4)** months such position will also be posted.
- (b)** Determination of qualifications shall be based on:
  - (i)** the employee's résumé at the time of application.
  - (ii)** any other information the employee wishes to provide.

Where more than one qualified employee applies for any given position, the position shall be awarded to the applicant with the greatest seniority.

- (c)** An employee who is a successful applicant for a position different from that previously held, shall complete a trial period beginning on the date of commencement of work in the new position and expiring after one hundred and twenty **(120)** days after the date of commencement of work in the new position. If the employer or the employee is not satisfied during the trial period, the employee shall return to **their** former position, after two **(2)** weeks' notice. Any other employee transferred as a result of the rearrangement of positions may also return to **their** former position.

## **27.03 External Hiring**

- (a)** Where no employee is appointed to an open position, a hiring committee consisting of one **(1)** member of the union and two **(2)** representatives of the employer shall be established to make recommendations to the centre board. The general procedures to be used by the hiring committee shall be recommended by the labour management committee. The hiring committee shall be responsible for determining the criteria, consistent with the general procedures set by the labour management committee and with other provisions of the collective agreement, to be used in selecting the candidate. In the event there is no union member who was not an applicant for the position who is willing to act on the hiring committee, the board may proceed without union representation.
- (b)** No hiring shall occur without the recommendation of the hiring committee. In the event the hiring committee does not unanimously recommend a single candidate, the committee shall propose a new course of action.
- (c)** The applicant shall be deemed hired upon ratification by the board.

**27.04 Union Notification**

The union shall be notified in writing of all hirings, layoffs, transfers, recalls, and terminations of employment.

**ARTICLE 28 – TECHNOLOGICAL CHANGES**

**28.01 No Dismissal**

No employee shall be dismissed by the employer because of technological change. An employee who is displaced from **their** job by virtue of technological change will suffer no reduction in normal earnings and will be given full opportunity to fill other vacancies in accordance with seniority.

**28.02 Training**

In the event that the employer should introduce new methods which require new skills, employees shall, at the expense of the employer, be given a minimum period, not to exceed one **(1)** year, during which they may acquire the necessary skills. In the event that additional training is required, the additional training time shall be agreed upon by the employer and the union.

**28.03 Notice**

**Prior to the implementation of technological change, which results in abolishment or reduction of hours of any encumbered position(s), the employer will notify the local of the union in writing ninety (90) days prior to implementing such change.**

**Upon notification as above, the employer(s) and the local of the union shall commence discussion within fourteen (14) calendar days to review the technological change including but not limited to:**

- (a) The nature of the technological change;**
- (b) The position(s) affected;**
- (c) Employees who may be affected;**
- (d) Options to minimize displacement;**
- (e) The process for implementation including target dates.**

**ARTICLE 29 – LAYOFFS AND RECALL**

**29.01** A layoff shall be defined as reduction in the workforce, either in the number of employees or in the regular hours of work of any employee(s), full-time or part-time. Any layoff of workers, or reduction of personnel within any job classification,

shall occur solely after the employer has demonstrated to the union that the long-term financial viability of the centre is seriously threatened and that such action is unavoidable.

- 29.02** All employees who have been laid off shall have access to all vacancies through the internal hiring process. The employer will send a copy of all postings to the home address of all laid off employees.
- 29.03** The employer shall notify employees who are laid off at least eight (8) weeks before the layoff is to be effective. If work is not available for those eight (8) weeks, the employee shall be paid in lieu of work.
- 29.04** The employer agrees to pay the full coverage to the group insurance plans for employees laid off for periods of less than six (6) months. In the event of a longer layoff, employees shall be given the right to continue this coverage through direct payment.
- 29.05** In the event that an employee is laid off, the employer will pay all reasonable relocation expenses, within two (2) months of the actual layoff.
- 29.06** Grievances concerning layoffs shall be initiated at Step 2 of the grievance procedure.
- 29.07** The work plan of the office shall be amended to reflect reduced staff numbers. There shall be no increase in workload for remaining employees subsequent to lay-offs.

## **ARTICLE 30 – SEVERANCE PAY**

- 30.01** If the employer is unable to provide comparable work for a displaced employee, as a result of the cessation of all, or part, of the centre's operations, or changes in operating methods, the employee shall be given thirty (30) days' notice, and four (4) weeks' severance pay, at their current salary, plus one (1) week's pay for every year of employment, to a maximum of six (6) years.

## **ARTICLE 31 – TERMS OF THE AGREEMENT**

### **31.01 Duration**

- (a)** The agreement shall be effective from January 1, 2022, and shall remain in force and effect up to December 31, 2024 and from year to year thereafter, but either party may, not less than thirty (30) days nor more than sixty (60) days prior to December 31, 2024 give notice in writing to the other party to negotiate a revision thereof.

- (b) Failing agreement by December 31, **2024**, this agreement and all its terms may continue in force until a new agreement is executed.

### **31.02 Retroactivity**

- (a) All changes in the new agreement shall be adjusted retroactively unless otherwise specified.
- (b) Should a new agreement not be concluded within three **(3)** months of the expiry date the employer agrees to pay interest on any wage increase at a rate of interest paid on a true savings account at the time of settlement at the financial institution through which the employer issues pay cheques.
- (c) An employee who has ceased to be employed between December 31, 2005 and the effective date of the new agreement, shall receive retroactively any wage increase and enhancement of benefits.

### **31.03 Statutory Changes**

If changes to any law or regulation invalidate any portion of this agreement, the articles affected shall be opened for negotiation. The agreement shall not be invalidated.

### **31.04 Copies of the Agreement**

The union and the employer desire every employee and member of the board of directors to be familiar with the provisions of this agreement, **their** rights and duties under it. For this reason, the employer shall provide copies of the agreement for distribution, in a timely fashion.

### **31.05 Bargaining Committee**

The bargaining committee shall be made up of three **(3)** representatives of the employer and three **(3)** representatives of the union. Bargaining committee meetings shall be held at a mutually agreed upon time and place. Representatives of the union shall have the right to attend bargaining meetings held within working hours without loss of remuneration.

### **31.06 Technical Information**


The employer shall make available to the union, upon request, all technical information required for collective bargaining purposes or for the purpose of interpreting or administering the collective agreement. This information shall include, but is not limited to, audited statements, financial and other reports relating to the business of the centre. It is understood that this clause does not include matters of solicitor-client privilege.

**31.07 Previous Provision**

Nothing in this agreement shall affect any provision or concessions already in existence which are more favourable to any employee than those contained in this agreement.

Dated this 3 day of August, 2023.

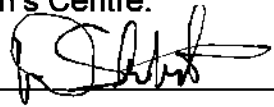
On behalf of CUPE Local 3990-01:



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On behalf of the University of Regina  
Women's Centre:



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## APPENDIX I

1. The executive director shall receive an annual increase. These increases are reflected in the wage schedule as follows:

January 1, 2022 – December 31, 2022 Economic Increase – 7%	\$38.89
January 1, 2023 – December 31, 2023 Economic Increase – 6%	\$41.22
January 1, 2024 – December 31, 2024 Economic Increase – 5%	\$43.28

2. Per diems January 1, 2007  
\$51.20 per diem  
\$25.60 half per diem

## **APPENDIX II**

### **JOB DESCRIPTION – EXECUTIVE DIRECTOR**

The executive director of the University of Regina Women's Centre, Inc. implements the mission statement of the University of Regina Women's Centre, Inc. The executive director reports to and is accountable to the board of directors in accordance with the policies of the University of Regina Women's Centre, Inc., in respect to the following duties, responsibilities, and authority:

#### **Programming**

- Coordinate programs and special events
- Development of new programs and services
- Maintain resource center, acquire new materials as appropriate
- Maintain services and facilities (beverages, menstrual products, condoms, magazines, etc.)
- Promote and evaluate programs, services, and special events
- Prepare annual programming plan and budget for the board of directors

#### **Personnel and Volunteer Administration**

- Act as a member of the hiring committee and take a primary role in hiring and orientation of part time and/or casual employees
- Establish and maintain a sound organizational structure of volunteers
- Ensure that all volunteers and part time employees sign a confidentiality agreement
- Provide creative and challenging activities for volunteers

#### **Office Administration**

- Daily operation of the centre (ordering supplies, commissioning repairs, etc.)
- Assist the board of directors in devising policy, planning, and implementing strategies
- Prepare monthly reports for the board of directors, attend board meetings whenever possible
- Maintain confidentiality of files and conversations
- Record daily operating expenses of the centre, keep appropriate records and prepare monthly financial statements
- Develop and recommend an annual budget (in conjunction with the finance committee)
- Upon approval of the budget by the board of directors, conduct activities at the centre within the budget
- Prepare year end financial records in compliance with auditor's requirements
- Assist the board of directors with submissions to Saskatchewan Justice, Saskatchewan Human Rights Commission, CCRA, and HRDC

#### **Liaison**

- Act as official spokesperson for the University of Regina Women's Centre, Inc.

- Promote a warm and inviting atmosphere to students
- Maintain communications with other campus and community groups with similar mandates (PACPHD, Student Advocate, U of R Harassment and Discrimination Office, URSU)
- Maintain a contact list of campus and community supports that can be accessed by students
- Provide support and referrals for students who request assistance

#### General

- Opening and closing of the centre
- Ensure that the centre is reasonably presented and organized

#### Qualifications and Experience

- University degree in a related field (**women's studies, social work, human justice, etc.**) or successful experience working in a related environment
- Experience in coordination and development of programs and services, preferably including experience working with a **board of directors**
- Ability to recruit, motivate, and supervise volunteers and part-time employees
- Mature judgment and a proven record of building strong positive working relationships
- Demonstrated sound fiscal management and budget planning skills
- Demonstrated leadership abilities
- Excellent oral and written communication skills
- Excellent organizational skills
- Ability to work independently and as part of a team
- Familiarity with MS Office, basic accounting software