

# **COLLECTIVE AGREEMENT**

between

**CAMPUS DAY CARE CENTRE CO-OPERATIVE**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 1902-01**



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



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THIS AGREEMENT MADE THIS 10 DAY OF January, 2024

BETWEEN: CAMPUS DAY CARE CENTRE CO-OPERATIVE  
Hereinafter called "the Employer"

PARTY OF THE FIRST PART,

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1902-01, Being a Chartered Local Union  
of the Canadian Union of Public Employees,  
Hereinafter called "the Union"

PARTY OF THE SECOND PART.

## ARTICLE 1 – PREAMBLE

1.1 It is the purpose of both parties to this Agreement:

- 1) To maintain harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To encourage efficiency in operations.
- 3) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- 4) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 5) To encourage and promote co-operation and mutual support between day care workers and parents, recognizing that both groups have an essential and common interest in obtaining the best possible conditions for day care generally.
- 6) To encourage and promote the development of accessible and quality day care as a universal right for all parents and children.
- 7) To provide a high standard of care and development for all children attending the day care within a context that is co-operative **and non-discriminatory**.

1.2 It is now desirable that methods of bargaining and all matters pertaining to the employees' working conditions be drawn up in a Collective Agreement.

## ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 Management Rights: The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights are limited by this agreement shall be decided through the grievance and arbitration procedure.

## ARTICLE 3 – SCOPE

- 3.1 Bargaining Unit: The Employer recognizes the Canadian Union of Public Employees and its Local 1902-01 as the sole and exclusive collective bargaining agent for all of its employees, except the Director, and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationships between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.2 Work of the Bargaining Unit: Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon by the parties.
- 3.3 No Other Agreements: No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Agreement.
- 3.4 Definitions

Employee Means: Any person covered by the scope of this Agreement.

- a) A permanent employee shall be defined as a full-time or part-time employee employed on a continuous basis and shall receive all benefits of this Agreement.
- b) A full-time employee shall be defined as an employee employed for six (6) hours per day on a continuous basis.
- c) A part-time employee shall be defined as an employee employed less than six (6) hours per day on a continuous basis.
- d) A temporary employee shall be defined as an employee employed on a full or part-time basis for a specified period of time and shall receive all benefits of this Agreement except where specifically excluded.
- e) A casual employee shall be defined as an employee employed during periods when other employees are unavailable for work or when extra employees are required on a casual basis.
- f) Casual employees shall be entitled to all benefits of this Collective Agreement except where specifically excluded.

## **ARTICLE 4 – RESPECTFUL WORKPLACE**

- 4.1 **Respectful Workplace:** The Union and the Employer are committed to a safe, positive and respectful workplace free of discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, gender identity, sex or marital status, sexual orientation, place of residence, nor by reason of their membership or activity in the Union.
- 4.2 **Reporting:** An employee who believes they have been discriminated or harassed shall have access to the Employer’s workplace/discrimination and harassment policy and the grievance procedure. The following protocol shall apply:
- a) The employee making a complaint may choose to register it under the Employer's policy and/or via the grievance procedure. However, the policy process will proceed first.
  - b) In the event the policy process does not address the complaint to the employee's satisfaction, the grievance will be heard at Stage 2 with no issue of timeliness under Article 11.4 provided it was filed pursuant to Article 11.
  - c) An employee making such complaint shall have the right to have a Union Representative present at any related meeting with the Employer.
  - d) The Employer, the employee making such complaint and the Union agree that they will protect the confidentiality of all persons involved to the greatest extent possible in the circumstances.
- 4.3 **Violence in the Workplace:** The Employer will ensure a policy is developed, in consultation with the Union, to address the prevention of violence, the management of violent situations, to reduce the causal factors of violence and to provide support to employees who have faced violence. The policies and procedures shall be part of the Employer Workplace Safety Policy and made available and accessible to all employees.

The Employer acknowledges that employees may be at risk of violence and injury by clients while carrying out their duties. In order to alleviate risk of workplace violence, the Employer shall provide training appropriate to the work area that would enable employees to recognize and respond to potentially violent or abusive incidents. Payment for participating in such training shall be in accordance with Article 22.19. An employee who has reasonable grounds to believe they may be physically endangered when attending to a client shall not be required to attend to that client. When an incident demonstrates that a client's behaviour may constitute a risk to the safety of another client or staff member, a meeting shall be convened within twenty-four (24) hours, or as soon as possible thereafter, to consider and implement alternative options for care delivery to ensure the safety of the employee(s) and other client(s).

## **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

- 5.1 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. 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 uniformly required to be paid by the members of the Union.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

- 6.1 Check-Off Payments: 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.
- 6.2 Deductions: Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.
- 6.3 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.

## **ARTICLE 7 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 7.1 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 Article 5 – Union Membership Requirement and Article 6 – Check-Off of Union Dues.
- 7.2 Copies of Agreement: On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Collective Agreement.
- 7.3 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 Day Care.

## **ARTICLE 8 – CORRESPONDENCE**

- 8.1 Correspondence: All correspondence between the parties, directly or indirectly arising out of this Agreement, shall pass to and from the President of the Board of Campus Day Care Centre Co-operative and the Recording Secretary of CUPE Local 1902-01, and shall be copied to the CUPE National Servicing Representative.

## **ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS**

- 9.1 **Representation:** The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union shall supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its Board of Directors with whom the Union is required to transact business.
- 9.2 **Union Bargaining Committee:** A Union Bargaining Committee shall be appointed and consist of no more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee.
- 9.3 **Function of Bargaining Committee:** All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.
- 9.4 **Representative of Canadian Union of Public Employees:** The Union shall have the right at any time to have the assistance of representatives of their National Servicing Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 9.5 **Time Off for Meetings:** Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings with the Employer held within working hours without loss of remuneration.
- 9.6 **Technical Information:** The Employer shall make available to the Union, on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluations, financial and actuarial information pertaining to pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

## **ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE BOARD**

- 10.1 **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:
- 1) Forwarded to the Union, and;
  - 2) Posted on all bulletin boards.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11.1 Recognition of Union Stewards & Grievance Committee: In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and obligations of the Union to represent their members as per *The Saskatchewan Employment Act*.
- 11.2 Names of Stewards: The Union shall notify the Employer in writing of the name of each Steward.
- 11.3 Definition of Grievance: A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly or improperly.
- 11.4 Settling of Grievances: In efforts to promote effective relationships in the workplace, the parties recognize it is important to address any problem in an effective and timely manner. Where a problem exists that has not been resolved, and is one that may give rise to a grievance, a Union representative, and the employee(s) if they wish, are encouraged to discuss the problem in a meeting with the Director in an attempt to resolve the issue. If the matter is not settled satisfactorily, the employee(s) may refer the matter to the Union for presentation at Stage 1. Subject to operational and business needs, any employee(s) with a work-related problem or grievance may be able to discuss these matters during work hours. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### STEP 1

The aggrieved employee(s) will submit their complaint, in writing, to the Union. The Union shall represent the employee in the grievance procedure. At each step of the grievance procedure, the Grievor shall have the right to be present.

### STEP 2

The Union and employee (if the employee so wishes) will first seek to settle the dispute at a meeting of the Personnel Committee within twenty (20) working days. The Committee will render a decision within twenty (20) working days. Step 2 can be waived by mutual agreement of the Personnel Committee and the Union.

### STEP 3

Failing satisfactory settlement at Step 2, within twenty (20) working days, the Union and employee (if the employee so wishes) will attempt to settle the dispute at a meeting of the Board of the Campus Day Care Centre Co-operative within twenty (20) working days of the Union's referral to Step 3.

### STEP 4

Failing a satisfactory settlement in Step 3, the Union may refer the dispute to Arbitration in accordance with Article 12 – Arbitration.

- 11.5 Policy Conference: Where a dispute involving a question of general application or interpretation occurs, Steps 1 and 2 may be bypassed.
- 11.6 Union May Institute Grievances: The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek remedy with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.
- 11.7 Replies in Writing: Replies to grievances stating reasons shall be in writing at all stages.

- 11.8 Mutually Agreed Upon Changes: Any mutually agreed **upon** changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 11.9 Technical Objections to Grievances: No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

## ARTICLE 12 – ARBITRATION

- 12.1 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 a Board of Arbitration. The recipient of the notice shall, within ten (10) working days, advise the other party of the name of its nominee to the Board of Arbitration. The two nominees shall then select an impartial Chairperson.
- 12.2 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.
- 12.3 Each of the parties hereto will bear the expense of the nominee appointed by **them** or for **them** and the parties will jointly bear the expense of the Chairperson of the Board of Arbitration. The proceedings of the Board of Arbitration will be expedited by the parties thereto.
- 12.4 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.
- 12.5 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.
- 12.6 The Board of Arbitration shall determine its own procedures which shall give full opportunity to all parties to present evidence and make representation and present witnesses.
- 12.7 Amending of Time Limits: The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.
- 12.8 Witnesses: At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## ARTICLE 13 – DISCHARGE, SUSPENSION, WARNING AND TERMINATION

- 13.1 **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.
- 13.2 **Disciplinary Actions and Process:** Discipline shall be administered in a timely and respectful fashion. An employee may respond in writing to the discipline, and such response will become part of the employee's record. Any discipline being issued will be given in the presence of Union representation. If the Union considers the action unjustified, it shall have, from the date of the discipline given, thirty (30) days in which to file a grievance.
- 13.3 **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.
- 13.4 **Coaching:** The Employer encourages the concept of coaching. Coaching will be given in a supportive manner to clarify expectations and provide guidance to assist the employee in addressing performance concerns. A reasonable timeframe will be given to the employee to correct poor performance and appropriate follow up on progress will be provided. Coaching provided in writing will be removed from the employee's file after six (6) months.
- 13.5 **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 summary of the verbal warning will be provided to the employee, Union, and Board of Directors within ten (10) days from when the verbal warning was provided.

Reprimands issued in accordance with Article 13.5 will be removed from the employee's file after one (1) year of subsequent active employment during which no disciplinary action is taken.

- 13.6 **Written Reprimand:** A written reprimand given to an employee by the Employer will include reasons for the reprimand, expectations for future performance and consequences of progressive discipline, with copies forwarded to the Union and the Board of Directors within ten (10) working days.

If the employee is unavailable for the disciplinary meeting, the Employer will notify the employee and the Union of the reprimand in writing.

Reprimands issued in accordance with Article 13.6 will be removed from the employee's file after one (1) year of subsequent active employment during which no disciplinary action is taken.

- 13.7 **Suspension:** The Employer reserves the right to suspend an employee for a period of up to two (2) weeks.

A suspension given to an employee by the Employer will include reasons for the suspension, expectations for future performance and consequences of progressive discipline, with copies forwarded to the Union and the Board of Directors within ten (10) working days.

If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the suspension in writing.

**Suspensions issued in accordance with Article 13.6 will be removed from the employee's file after two (2) years of subsequent active employment during which no disciplinary action is taken.**

**After one (1) year, an employee and/or the Union may request in writing that a suspension be removed from the employee's file before the expiration of the two (2) year period. The outcome of the review will be relayed to the employee in writing.**

- 13.8 **Dismissal: Where an employee is dismissed, the Employer will provide written reasons to the employee, with copies forwarded to the Union and Human Resources within ten (10) working days.**

**If the employee is unavailable for this disciplinary meeting, the Employer will notify the employee and the Union of the dismissal in writing.**

## **ARTICLE 14 – SENIORITY**

- 14.1 **Seniority Defined: Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit-wide basis.**

- 14.2 a) **Seniority List: The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the total seniority hours. An up-to-date seniority list shall be sent to the Union and posted on all Bulletin Boards in January of each year.**

- b) **Accumulation of Seniority: Employees shall accumulate seniority for the following:**
- i) All paid hours;
  - ii) Parental leaves;
  - iii) While on Worker's Compensation or any extended long-term disability;
  - iv) While on Union leave.

- 14.3 **Probation for Newly Hired Employees:**

- a) A newly hired employee shall be on probation for a period of three hundred and sixty (360) working hours, beginning on the date of hire.
- b) After completion of the probationary period, seniority shall be effective from the original date of employment.
- c) During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, except where specifically excluded.

- 14.4 **Loss of Seniority: An employee shall only lose seniority in the event the employee:**

- i) Is discharged for just cause and is not reinstated;
- ii) Resigns in writing and does not withdraw the resignation within five (5) days;
- iii) Does not respond to recall to employment from layoff after two (2) weeks' notice;
- iv) Has not worked a shift within the previous eight (8) months.

## ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

- 15.1 Job Postings: When a vacancy occurs or a new position is created, 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.
- 15.2 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. All job postings shall state “**All qualified applicants will be considered.**”
- 15.3 External Advertising: External advertising for a new or vacant position may be carried out concurrently with postings for internal applicants. However, any external applications shall remain unopened in the possession of the Director of the Day Care Centre until all internal applications have been fully processed. The external applications shall then be forwarded to the Board.
- 15.4 Role of Seniority in Promotions and Transfers: Both parties recognize:
- 1) The principle of promotion within the service of the Employer.
  - 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.6.

Appointments from within the bargaining unit shall be made within three (3) weeks of posting. Consideration shall next be given to employees within Local 1902-01.

- 15.5 Promotions Requiring Higher Qualifications: Consideration for promotion will be given to any senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling the vacancy. Such employees will be given a trial period to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.
- 15.6 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 bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers and terminations of employment.

## ARTICLE 16 – LAYOFFS AND RECALLS

- 16.1 Role of Seniority in Layoffs: Both parties recognize 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 bargaining unit-wide seniority within their own day care centre. Employees shall not lose seniority rights during any period of layoff.
- 16.2 Recall Procedure: Employees shall be recalled in order of their seniority.
- 16.3 No New Employees: No new employees shall be hired until those laid off have been given the opportunity of recall.
- 16.4 Advance Notice of Layoffs: Unless legislation is more favorable to the employees, the Employer shall provide a minimum of ten (10) working days' notice, pay in lieu of notice, or a combination thereof, with respect to the effective date of layoff.

## ARTICLE 17 – HOURS OF WORK

- 17.1 Standard Daily Hours: The regular hours of work are six (6) hours daily.
- 17.2 Standard or Average Weekly Hours: The standard or weekly hours will be thirty (30) hours **per week**.
- 17.3 Hours of Shifts: The hours of shifts are to be mutually agreed **upon** between the employees.
- 17.4 Provision for Staff Meetings: Full-time and part-time employees shall be paid at overtime rates for attendance at staff meetings held outside the regular hours of work to a maximum of two (2) hours per staff member per meeting. Earned meeting time to be taken in time off rather than wages. Employees shall not be required to attend staff meetings during their vacation period; however, should an employee be requested and agrees to attend the staff meeting during the week prior to returning to work from vacation, the employee shall be entitled to the other provisions of this Article.
- 17.5 Part-time workers will be given first opportunity to accept extra hours of work made available through absence of day care workers. Part-time workers accepting such hours of work will be eligible to pick up a maximum of forty (40) hours per week at their regular rate of pay.
- 17.6 Earned Time Off: Permanent employees shall be allowed to carry over a maximum of five (5) days of Earned Time Off from year to year. Any Earned Time Off used shall be taken firstly from the previous year's carryover.

Employees holding more than the prescribed amount of Earned Time Off at the date of signing of this Agreement will not be forced to use up or take payment for the excess vacation. However, once an employee has used sufficient Earned Time Off to draw **their** bank below five (5) days, **they** shall not be allowed to carry over more than the amount agreed to above.

## ARTICLE 18 – OVERTIME

- 18.1 Overtime Defined: All time worked before, between, or after the regular work day and the regular work week shall be considered overtime.
- 18.2 Compensation for Work Before, Between, and after Daily and Weekly Scheduled Hours: Overtime work before, between, and after the daily and weekly scheduled hours will be paid for at the rate of time and one-half (1 1/2) for all overtime.
- 18.3 No Layoff to Compensate for Overtime: An employee shall not be required to layoff during regular hours to equalize overtime worked.
- 18.4 Calculating of Overtime Rates: For the purpose of computing the hourly overtime rates for a monthly **salary**-rated employee, the monthly salary rate shall be divided by the average number of hours worked and multiplied by overtime rates. An employee who is absent on approved time off during the employees' scheduled work week because of sickness, bereavement, holidays, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if the employee had worked during their regular hours during such absence.
- 18.5 Should a part-time employee working less than the regular working hours per day or week be requested to and does work the difference between their assigned hours and the regular working hours in the day, the employee shall be paid at their regular hourly rate.
- Overtime rates shall apply after the regular hours of work and for all work performed on holidays and regular days off.
- 18.6 Sharing Overtime: Overtime and call back shall be divided equally among employees who are willing and qualified to perform the available work.
- 18.7 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 circumstances.
- 18.8 Advance Notification of Overtime: In order to minimize unplanned disruptions in the daily life of the employees, the Employer will endeavour to give as much notice as possible if the Employer wishes the employee to work overtime. The Employer shall give a minimum of five (5) hours' notice to any employee who is asked to work overtime, except in an emergency.
- 18.9 Call Back Pay Overtime: An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates. An employee shall be paid for the time the employee leaves home to report for duty until the time the employee arrives back upon proceeding directly from work.
- 18.10 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 by mutual agreement between the employee and the Board.

**ARTICLE 19 – HOLIDAYS**

19.1 Paid Holidays: The Employer recognizes the following as paid holidays:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	<b>National Day for Truth &amp; Reconciliation (September 30)</b>
Easter Monday	Thanksgiving Day
Canada Day	Remembrance Day
Victoria Day	Christmas Day
	Boxing Day

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

19.2 Hours of Work Over Christmas Season: **Given that the University is closed from December 25 to January 1 inclusive, there will be no option for employees to work during this time except where the Employer declares it is not possible to allow certain employees the time off during this period.**

**Full-time permanent employees shall receive time off with pay consistent with their regular scheduled hours of work during this period in which the University is closed. This provision shall not apply to casual employees.**

19.3 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, only if civically declared. This provision shall not apply to **casual** employees (See Article 3.4 (f)).

19.4 Compensation for Holidays Falling on Sunday: When one 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, only if civically declared. This provision shall not apply to **casual** employees (See Article 3.4 (f)).

19.5 Holiday Pay: If a regular employee is required to work on a holiday, the employee shall be paid at the rate of time and one-half (1-1/2) plus another day off.

19.6 Floating Break: All permanent employees shall have **four (4) floating days off per calendar year**. However, no more than two (2) employees shall take these days off at one time, and the employee may elect to take these days consecutively. This provision shall not apply to **casual** employees (See Article 3.4 (f)).

**ARTICLE 20 – VACATIONS**

20.1 Length of Vacation: An employee shall receive an annual vacation, with pay, in accordance with the employee's years of employment, as follows:

Less than one (1) year	one and one-quarter (1-1/4) working days for each month
After one (1) year	fifteen (15) days
After five (5) years	twenty (20) days
After eight (8) years	twenty-five (25) days
After ten (10) years	thirty (30) days

- 20.2 a) Time of Vacation: Employees shall be entitled to take their vacation entitlement at their own option.
- b) Preference of Vacation:
- i) One (1) full-time permanent employee per room will be required to be scheduled to work for each work day;
  - ii) In the event that only one full-time permanent employee is present in the room for each work day, scheduling will be determined by the Employer;
  - iii) Where there are more than four (4) employees who request vacation during the same time, then such vacation will be granted on the basis of seniority.
- c) Temporary Replacement:  
Any employee temporarily replacing a permanent employee in a full-time position shall be considered as a permanent full-time employee for purposes of Article 20.2.
- 20.3 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.
- 20.4 Approved Leave of Absence in Vacation: Where an employee is hospitalized during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation 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.
- 20.5 Vacation Pay on 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.
- 20.6 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.
- 20.7 Vacation Year: The accumulation of vacation shall begin on January 1 of the year and end on December 31 of that year.
- 20.8 Vacation Carryover: **Under special circumstances, an employee may, at the time of reviewing annual vacation, request permission from the Board to carry over up to and including one-half of their annual vacation entitlement from one year to the next. The employee, upon approval of this carry over request, must use all annual entitlement in the year into which vacation is carried forward.**

**Special Circumstances: In special circumstances (such as a planned extended vacation) employees may have consideration given to vacation arrangements greater than the above carryover limit by submitting a written application to the Employer at least thirty (30) days in advance of the year end.**

## ARTICLE 21 – SICK LEAVE

- 21.1 Sick Leave Provisions shall not apply to **casual** employees (See Article 3.4 (f)).
- 21.2 Definition of Sick Leave: Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, having a contagious disease, or under 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, 2013*.
- 21.3 Annual Paid Sick Leave: **One-hundred and eight (108) hours** sick leave per year shall be earned by an employee at the rate of **nine (9) hours (based on full-time equivalent)** for every month an employee is employed to a maximum of **seven-hundred and twenty (720) hours**.
- 21.4 Accumulation of Sick Leave: The unused portion of an employee's sick leave shall accrue for the employee's future benefits.
- 21.5 Illness in the Family: Where no one other than the employee can provide for the needs during illness of an immediate member of an employee's family, an employee shall be entitled, after notifying the employee's **Director**, to use a maximum of five (5) accumulated sick leave days per illness for this purpose at any one time. After three (3) days a medical certificate will be required. Immediate family is defined as a parent, wife, husband, common-law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian or fiancé.
- 21.6 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. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day shall be deducted as one-half (1/2) day.
- 21.7 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. Following an accumulation of ten (10) working days per year lost due to personal sick leave, the Board reserves the right to request a medical certificate for each subsequent absence due to personal illness.
- 21.8 Sick Leave During Leave of Absence: When an employee is laid off, on account of lack of work, the employee shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of layoff.
- 21.9 Extension of Sick Leave: In the event of illness or medical emergency, an employee with more than one (1) year of service who has for health reasons exhausted their sick leave credits shall be allowed an extension of their sick leave to a maximum of seven (7) working days. A request for the use of any portion of the same shall be given in writing or by phone to the Director or the Board and will require a medical certificate. Upon an employee's return to duty, the employee shall repay the extension in full at the rate of one-half (1/2) the employee's monthly accumulation of sick leave credit, prior to utilizing any further sick leave extension.
- 21.10 Sick Leave Records: Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

## ARTICLE 22 – OTHER LEAVES OF ABSENCE

22.1 Leave of Absence for Union Functions: An employee who is involved in contract negotiations with the Employer, grievance or arbitration procedures, or representing the Union at the Canadian Union of Public Employees Convention or Conference, shall not suffer any loss of pay or benefits for hours of work missed.

22.2 Unpaid Leave of Absence for Full Time Union or Public Duties:

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow a leave of absence without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office shall be allowed a leave of absence without loss of seniority during their term of office.
- c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during the employee's term of office.

22.3 Paid Bereavement Leave: An employee shall be granted a minimum of two (2) regularly scheduled consecutive work days leave without loss of benefits in the case of death of a parent, wife, husband, common law spouse, brother, sister, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, former guardian or fiancé. An employee required to administer bereavement responsibilities shall be given three (3) regularly scheduled consecutive work days leave without loss of benefits. Where the burial occurs outside the province, such leave shall include reasonable travelling time, not to exceed three (3) days.

**Employees who have to travel five hundred (500) kilometres or more one way to attend a funeral or other family responsibilities related to 22.3 shall be granted an additional two (2) days without loss of pay.**

In the event of a serious illness of a member of an employee's family or a close friend, paid leave will be arranged by mutual agreement.

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

22.4 Mourner's Leave: **Up to one (1) day's leave, prorated based on full-time equivalent,** shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner. This provision shall not apply to **casual** employees (See Article 3.4 (f)).

22.5 Medical Care Leave: Employees shall be allowed up to one (1) day per annum paid leave of absence in order to engage in personal preventative medical health and dental care. On request, employees may be required to show proof of medical or dental care. This provision shall not apply to **casual** employees (See Article 3.4 (f)). **Every effort shall be made to schedule appointments outside of work time.**

22.6 Compassionate Care Leave: **Where an employee requires leave as defined under the Employment Insurance (EI) compassionate care benefit, the employee shall apply to the Board of Directors, indicating the requested date of commencement of the unpaid leave. The Employer agrees to approve such leave as soon as reasonably possible.**

- 22.7 Maternity, Parental and Adoption Leave Service Requirements: An employee shall qualify for maternity, **adoption** and/or parental leave, without pay, after completing **more than thirteen (13) consecutive** weeks of service **before the leave is to begin**. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 22.8 Length of Maternity, Parental and Adoption Leave: Maternity, **Adoption** and Parental Leave shall cover a combined period of up to eighteen (18) months before or after the birth or adoption of a child. Employees may also request a further leave of absence of up to six (6) months. Such requests shall be in writing and will be subject to the approval of the Employer.
- 22.9 Supplementary Employment Benefits (SEB): Provided they are in receipt of federal Employment Insurance (EI) benefits, employees who are on maternity, **adoption** or parental leave, will receive the difference between EI benefits received from Human Resources Development Canada and seventy-five percent (75%) of the employee's salary while on leave for a maximum of twenty (20) weeks, **or the equivalent amount prorated to accommodate an extended leave as per the provisions in *The Saskatchewan Employment Act*, subject to the condition that the employee's earnings (from EI and any other source) cannot exceed one-hundred percent (100%) of pre-leave earnings.**
- 22.10 Seniority Status: While on maternity, **adoption or parental leave**, an employee shall retain seniority as outlined in *The Saskatchewan Employment Act* and child care benefits. This provision shall not apply to **casual** employees (See Article 3.4 (f)).
- 22.11 Procedure Upon Return from Maternity, Adoption or Parental Leave: An employee on maternity, **adoption or parental** leave shall notify the Employer at least one (1) month prior to the end of **their** leave informing the Employer of **their** intentions to return, or not return, to work. On return from maternity, **adoption or parental** leave, the employee shall be placed in **their** former position. This provision shall not apply to **casual** employees (See Article 3.4 (f)).
- 22.12 Pay for Extended Maternity, Adoption and Parental Leave: If the Employer does not maintain full pay during maternity, **adoption or parental** leave, an employee may choose to receive payment of normal weekly salary, from accumulated sick leave credits, after the fifteen (15) weeks of absence covered by Employment Insurance.
- 22.13 Leave for Disease and Conditions Harmful to Pregnancy: A pregnant employee shall receive immediate leave with full pay and accumulation of all benefits in the event that a suspected danger to the employee occurs in the Day Care Centre, and shall extend until all danger from such conditions no longer exist as determined by Occupational Health and Safety.

A pregnant **casual** employee shall immediately leave the Day Care Centre in the event that a suspected danger to the employee occurs in the Day Care Centre and the employee shall receive pay for that day as if the full pre-scheduled hours had been worked.

- 22.14 Family and Pressing Necessity Leave: Employees shall be allowed a leave of absence with pay and without loss of seniority and benefits for up to four (4) days per year for the following reasons:
- **Birth** or adoption of employee's child if the employee is not entitled to maternity leave coverage.
  - **Pressing necessity** leave will be granted to attend to a family member for whom there is a reasonable expectation for duty of care and where the employee has made reasonable efforts to use other solutions and the situation is unforeseen, unexpected, beyond the control of employee or is a health-related emergency or life-threatening issue.

- An employee shall be granted an additional three (3) days leave without loss of pay or benefits in the case of the death of wife, husband, common law spouse, child, parent or fiancé.
  - **In exceptional circumstances, an employee may request additional time with pay, subject to the approval of the Director.**
- 22.15 Time Off for Elections: Employees shall be allowed three (3) consecutive hours off with pay before the closing of the polls in any Federal, Provincial, or Municipal election or referendum. This provision shall not apply to **casual** employees (See Article 3.4 (f)).
- 22.16 Paid Jury or Court Witness Duty Leave: The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court. The Employer shall pay an employee the difference between the employee's normal earnings and the payment the employee receives for jury duty or court service, excluding payment for travelling, meals and other expenses. The employee shall present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of an employee's employment shall be considered as time worked at the appropriate rate of pay. This provision shall not apply to **casual** employees (See Article 3.4 (f)).
- 22.17 Leave for Court Appearance or Incarceration: In the event that an employee is accused of an offence that requires a court appearance, the employee shall be entitled to leave of absence without loss of seniority, benefits and pay for a period not to exceed two (2) working days. In the event that the accused employee is jailed awaiting Court appearance, the employee shall be entitled to **an** automatic leave without loss of seniority benefits, but without pay. In the event the employee is found guilty and sentenced, the employee may, at the discretion of the Board, receive a leave of absence, without seniority, benefits or pay to cover the period of their incarceration. This provision shall not apply to **casual** employees (See Article 3.4 (f)).
- 22.18 An employee shall be allowed up to one (1) day off with pay to process **their** Canadian Citizenship application. This provision shall not apply to **casual** employees (See Article 3.4 (f)).
- 22.19 Education Leave: The Employer shall compensate **the employee** up to five hundred dollars (\$500.00) annually for any course or workshop considered necessary by the Employer in order to continue employment in the Day Care as follows:
- i) Time off with pay in order to attend classes during regular working hours.
  - ii) Overtime rates as stipulated in this Collective Agreement if class time is out of regular work hours.
  - iii) Payment of class fees by the Employer.
  - iv) Under exceptional circumstances this Article may be altered by mutual agreement between the parties.
  - v) C.P.R. and First Aid Courses shall be treated as separate budgetary items, outside the five hundred (\$500.00) dollars. These courses shall be provided by the employer to all members as required.

This provision shall not apply to **casual** employees (See Article 3.4 (f)).

- 22.20 An employee who is absent from work by reason of disability shall have their position held for a period of two (2) years in accordance with the terms of the Long-Term Disability (LTD) Plan. If, at the end of the two (2) year period, it is determined the employee will not be capable of returning to their position, the employee's position will be posted and filled permanently.
- 22.21 **Special Leave of Absence:** Bearing in mind the best interests of the Day Care, an employee shall be entitled to a leave of absence without pay when an employee requests such leave for good and sufficient cause. Such requests shall be in writing and will be subject to approval by the Employer.

## **ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

- 23.1 **Pay Days:** The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. Employees shall be advanced up to fifty percent of their monthly pay at mid-month. The Employer agrees to make the monthly payment at least two full banking days before the month end. During the first week of the following month, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- 23.2 **Equal Pay for Equal Work:** Employees shall receive equal pay for work of equal value regardless of gender.
- 23.3 **Rate of Pay on Promotion:** When an employee is promoted to another classification, and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in the employee's new classification which will provide an immediate increase over the employee's previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.
- 23.4 **Pay on Temporary Transfers, Lower Rated Jobs:** When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced.
- 23.5 **Vacation Pay:** An employee may, upon giving at least seven (7) calendar days' notice, receive on the last office day preceding commencement of the employee's annual vacation, any pay cheques which may fall due during the period of vacation.
- 23.6 **Clothing Allowance:** The Employer shall provide all permanent full-time employees with a clothing allowance of up to **two-hundred dollars (\$200.00)** per year for winter wear, swimwear and footwear costs associated with employment. Permanent part-time employees shall receive the allowance on a prorated basis. Reimbursement shall occur upon submission of receipt(s).
- 23.7 **Parking/Transit Subsidy:** **Employees who are required to use their personal vehicle as a condition of their job will be reimbursed for all parking and mileage costs as stated in the Campus Day Care Co-operative policy.**



## ARTICLE 25 – TEMPORARY TRANSFER TO OUT-OF-SCOPE POSITION

### 25.1 Out-of-Scope Placement:

- i) Employees interested in relieving the out-of-scope position of Director shall place their names on a list provided by the Employer. Only those employees eligible to be appointed as a "supervisor" under *The Child Care Act, 2014*, or regulations made thereunder may be placed on this list.
- ii) When the Director is absent, they shall be replaced by the most senior employee from the list.
- iii) Employees retain the right to be removed or placed on the Employer's list.
- iv) The Employer shall provide employees on the list with any necessary training in accordance with Article 33.1.
- v) Notwithstanding the above, in the event that two or more employees are scheduled for their vacation in accordance with Article 20.2 subsection b), the Employer may bypass the list and appoint an Acting Director at its discretion.
- vi) **Employees performing the duties of Director shall receive the Supervisor rate of pay for the period in which those duties are performed. Employees shall be deemed to be covered by the Collective Agreement during this period.**

## ARTICLE 26 – JOB SECURITY

26.1 Restrictions on Contracting Out: In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, person, company or non-unit employee. In the case of an emergency, use of a volunteer is permitted until a Union employee can be obtained.

### 26.2 Amalgamation, Regionalization and Merger Protection:

In the event the Employer merges or amalgamates with another body, the Employer undertakes to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer.
- 2) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the new Employer.
- 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by Canadian Union of Public Employee members with the new Employer.
- 4) Conditions of employment and wage rates for the new Employer shall be at least equal to the best provisions in effect with the merging employees, or new Employer.
- 5) As a result of a merger or transfer, wherever possible, no employee shall suffer a loss of employment, but in any case, an employee shall not be dismissed, but instead shall be laid off in such circumstances, with three (3) months' notice of intention to layoff being given.
- 6) Preference in location of employment in the merged employ of the new Employer shall be on the basis of seniority.

## **ARTICLE 27 – GENERAL CONDITIONS**

- 27.1 Proper Storage/Secure Space: Proper storage/secure space shall be provided for employees to have their meals and store and change their clothes.
- 27.2 Bulletin Boards: The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.
- 27.3 Each employee will, after having made an appointment with the Director, have reasonable access to the contents of their file. The review will be conducted in the presence of the Director. The employee may assign, in writing, the right to review their file to their Union representative. Upon request, the employee shall be provided with copies of documents in the file at the employee's expense. The employee may add a signed and dated response to any material in the file.
- 27.4 The Union and the Employer shall support *The Saskatchewan Employment Act* to ensure compliance.

## **ARTICLE 28 – PRESENT CONDITIONS AND BENEFITS**

- 28.1 Present Conditions to Continue: All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

## **ARTICLE 29 – COPIES OF AGREEMENT**

- 29.1 Copies of Agreement: The Union and the Employer desire every employee to be familiar with the provisions of this 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 30 – GENERAL**

- 30.1 Plural Feminine or Masculine Terms May Apply: Whenever the singular, feminine or masculine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

## **ARTICLE 31 – TERM OF AGREEMENT**

- 31.1 Duration: This Agreement shall be binding and remain in effect from January 1, 2022 to December 31, 2024, and shall continue from year to year.
- 31.2 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.

31.3 Retroactivity:

- a) All **current** employees who were employed effective December 31, **2021** shall receive any retroactive pay or benefit increases for all time worked after January 1, **2022**.
- b) **Casuals**
  - **Current casuals** who have worked in excess of 720 hours prior to December 31, **2021** will receive retroactive pay for all hours worked for the period January 1, **2022** to date of signing.
  - **Current casuals** who reach 720 hours during the period of January 1, **2022** to date of signing will receive retroactive pay for all hours worked during this period in excess of 720 hours.

**ARTICLE 32 – JOINT MANAGEMENT COMMITTEE**

- 32.1 Within one month of this Agreement coming into effect, the Employer and the employees of the Canadian Union of Public Employees, Local 1902-01 shall form a Joint Management Committee.
- 32.2 The Committee shall be composed of at least **five (5)** representatives, including:
- i) At least two (2) permanent employees, however, all employees are encouraged to participate;
  - ii) Two (2) daycare parents, at least one (1) daycare parent must be a Board member; **and**
  - iii) The Director.
- 32.3 The objectives of the Committee shall be:
- i) To review any matters of mutual concern, including issues arising from the **Collective Agreement** (but not grievances or negotiations).
  - ii) To develop and maintain a spirit of cooperation and mutual respect between the parties.
  - iii) To serve as a forum for the exchange of information, independent from the **Director** of the Daycare.
  - iv) To make recommendations to the Board and the Director of the Daycare on any issues discussed, or specifically placed before the Committee.
  - v) All recommendations of the parties shall be non-binding.
- 32.4 The Committee shall meet as determined by the members of the Joint Management Committee.
- 32.5 One member from each party shall be designated by the Committee as joint **Chairs**. The **Chairs** shall also arrange for information and recommendations to be communicated to the Director and/or to the Board when necessary.

## **ARTICLE 33 – RESEARCH, PREPARATION, CONFERENCE & EDUCATION DAYS**

33.1 Professional Development: After one (1) year of service, employees shall be entitled to two (2) paid working days each year for the purpose of **formal** research, conferences or education related to their work at a date mutually acceptable to the Employer and employee. The selection of the course(s) shall be subject to the approval of the Director **and the Board. Follow up at completion of education required as per Campus Daycare policy.**

Employees shall be eligible for reimbursement for tuition costs, up to \$500.00 per year. Reimbursement over \$500.00 may be approved at the discretion of the Board or Director, subject to funding.

This provision shall not apply to **casual** employees (See Article 3.4 (f)).

## **ARTICLE 34 – INTIMATE PARTNER VIOLENCE**

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 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 shared as agreed.

SIGNING PAGE

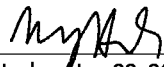
SIGNED THIS 10 DAY OF January, 2024

ON BEHALF OF:

CAMPUS DAY CARE CENTRE  
CO-OPERATIVE

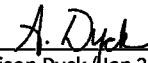
  
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Jeanette Neufeld (Jan 10, 2024 09:36 CST)

**Jeanette Neufeld**

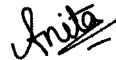
  
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Niya Hurley (Jan 22, 2024 23:18 CST)

**Niya Hurley**


CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1902-01

  
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Alison Dyck (Jan 23, 2024 12:00 CST)

**Alison Dyck**

  
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Anita Shakil (Jan 23, 2024 14:20 CST)

**Anita Shakil**

  
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Jenna Hurlburt (Jan 23, 2024 14:22 CST)

**Jenna Hurlburt**

**SCHEDULE "A"**

**WAGE AND SALARY SCALE**

The wage rates listed include the following wage enhancements provided by the Provincial Government. Should the government discontinue, decrease or increase the wage enhancement, the wages will be adjusted accordingly.

**January 1 – August 31, 2022**

<b>Classification</b>	<b>Substitutes (Without Diploma or less than 2500 hours)</b>	<b>Childcare Worker – ECE I</b>	<b>Childcare Worker – ECE II</b>	<b>Childcare Worker – ECE III</b>	<b>Supervisor</b>
<b>Hourly Rate payable by Campus Daycare</b>	\$15.00	\$16.17	\$18.32	\$24.65	\$24.65
<b>Wage Enhancement Grant**</b>	-	\$ 0.39	\$ 1.74	(hourly rate exceeds WEG max)	(hourly rate exceeds WEG max)
<b>Total Hourly Rate**</b>	\$15.00	\$16.56	\$20.06	\$24.65	\$24.65

**September 1, 2022 – September 30, 2023**

<b>Classification</b>	<b>Substitutes (Without Diploma or less than 2500 hours)</b>	<b>Childcare Worker – ECE I</b>	<b>Childcare Worker – ECE II</b>	<b>Childcare Worker – ECE III</b>	<b>Supervisor</b>
<b>Hourly Rate payable by Campus Daycare</b>	\$15.00	\$16.17	\$18.32	\$24.65	\$24.65
<b>Wage Enhancement Grant**</b>	-	\$ 2.39	\$ 3.74	\$ 0.78	\$ 1.92
<b>Total Hourly Rate**</b>	\$15.00	\$18.56	\$22.06	\$25.43	\$26.57

**October 1, 2023 – December 31, 2024**

<b>Classification</b>	<b>Substitutes (Without Diploma or less than 2500 hours)</b>	<b>Childcare Worker – ECE I</b>	<b>Childcare Worker – ECE II</b>	<b>Childcare Worker – ECE III</b>	<b>Supervisor</b>
<b>Hourly Rate payable by Campus Daycare</b>	\$15.00	\$16.17	\$18.32	\$24.65	\$24.65
<b>Wage Enhancement Grant**</b>	-	\$ 3.89	\$ 5.74	\$ 3.28	\$ 4.42
<b>Total Hourly Rate**</b>	\$15.00	\$20.06	\$24.06	\$27.93	\$29.07

<b>Classification</b>	<b>Cook I (0-1560 hours)</b>	<b>Cook II (1561-3120 hours)</b>	<b>Cook III (3120+ hours)</b>
<b>Hourly Rate payable by Campus Daycare</b>	\$17.98	\$19.43	\$20.25
<b>Wage Enhancement Grant**</b>	-	-	-
<b>Total Hourly Rate**</b>	\$17.98	\$19.43	\$20.25

**\*\* See attached Letter of Understanding Re: FUTURE CHILDCARE FUNDING**

**LETTER OF UNDERSTANDING**

**BETWEEN:** Campus Day Care Centre Co-operative  
(Hereinafter called “The Employer”)

**AND:** CUPE Local 1902-01  
(Hereinafter called “The Union”)

**RE:** FUTURE CHILDCARE FUNDING

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1. Should the Employer receive additional funding that adds to the wage schedule, these changes will be applied administratively, and the wage schedule shall be updated accordingly.
2. The current wage schedule shall 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). This includes temporarily suspending the additional pay provisions for ECE staff (currently to a maximum of \$1.50/Hour).
3. The additional pay premium will be replaced with an initial signing retention bonus in the following manner:

**\$6,000 to all eligible ECE employees (based on FTE).**

**\$2,500 to all non-certified employees (based on FTE).**

To receive the above signing retention bonus, an employee must be actively employed on the date of exchange of ratification between the parties.

4. The Board agrees to maintain the current total hourly wages should the wage enhancement grant be terminated. 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 Schedule “A” within sixty (60) days of receipt of notification.
5. No employee shall receive less in annual take-home income because of any new wage schedule negotiated by the parties.
6. The parties also agree that the allocation of any new 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.
7. Annual Retention Bonus for Employees – Eligible employees must be employed by CDCC at the time of signing and still employed on the effective date.

	Cook	ECE Level 1	ECE Level 2	ECE Level 3 (or equivalent)
January 1, 2023	\$1,000	\$1,000	\$2,000	\$3,000
January 1, 2024	\$1,000	\$1,000	\$2,000	\$3,000


**For clarification:** Current salary grid provides hourly wages. Staff are being paid 130 hours/month even though there are often more or less hours in month. Additionally, vacation time, sick time, extra days are not broken down on cheque. The board would like to see pay cheques show more detailed breakdown, and as hourly wage has been negotiated it should be accurately reflected on monthly (bi-monthly pay cheques).


SIGNED THIS 26 DAY OF October, 2023.


ON BEHALF OF:


**CAMPUS DAY CARE CENTRE  
CO-OPERATIVE**


**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1902-01**

  
Samantha Lamborn, Director, CDDT,  
**Samantha Lamborn**

  
Alison Dyck, Director,  
**Alison Dyck**

  
Niya Hurley, Nov 1902-01 CDDT,  
**Niya Hurley**

  
Anita Shakil, CDDT,  
**Anita Shakil**

  
Jenna Hurlburt, CDDT,  
**Jenna Hurlburt**

**OTHER:**

**ARTICLE 3 – SCOPE**

*Article 3.4: Union withdrew counter on EAs falling within definition of temporary employees during bargaining. Parties agree to continue discussions on EAs at Labour/Management forum over term of Agreement.*

**ARTICLE 17 – HOURS OF WORK**

*Hours of Work proposals were withdrawn during bargaining and will be tabled to discussions outside of Collective Bargaining.*

**ARTICLE 18 – OVERTIME**

*Calculating of Overtime Rates proposal withdrawn during bargaining and will be tabled to discussions outside of Collective Bargaining.*

**ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

*Proposal concerning Pay Days is withdrawn during bargaining and will be tabled to discussions outside of Collective Bargaining.*

**LETTER OF UNDERSTANDING**

**BETWEEN: Campus Day Care Centre Co-operative  
(Hereinafter called “The Employer”)**

**AND: CUPE Local 1902-01  
(Hereinafter called “The Union”)**

**RE: SUPERVISOR CLASSIFICATION AND RATES OF PAY**


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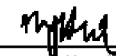
- i) **The parties agree to establish a Supervisor classification within the bargaining unit and remove any references to Acting Director duties or rates of pay.**
- ii) **Article 25.1 will govern instances where an employee is assigned supervisory duties.**
- iii) **The applicable rate of pay for employees assigned duties of the Director shall be the Supervisor rate of pay in Schedule “A”.**

**SIGNED THIS 26 DAY OF October, 2023.**


**ON BEHALF OF:**


**CAMPUS DAY CARE CENTRE  
CO-OPERATIVE**


  
Samantha Lamborn (Acting Director, C.D.C.C. Co-Op)  
\_\_\_\_\_  
**Samantha Lamborn**

  
Niya Hurley (Nov 7, 2019 - 4th CDT)  
\_\_\_\_\_  
**Niya Hurley**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1902-01**

  
Alison Dyck (Acting Director, C.D.C.C. Co-Op)  
\_\_\_\_\_  
**Alison Dyck**

  
Anita Shakil (Nov 7, 2019 - 4th CDT)  
\_\_\_\_\_  
**Anita Shakil**

  
Jenna Hurlburt (Nov 7, 2019 - 4th CDT)  
\_\_\_\_\_  
**Jenna Hurlburt**

## LETTER OF UNDERSTANDING

**BETWEEN:** Campus Day Care Centre Co-operative  
(Hereinafter called "The Employer")

**AND:** CUPE Local 1902-01  
(Hereinafter called "The Union")

**RE:** PENSION PLAN – HISTORICAL DOCUMENT

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The Parties agree that the below language which was previously contained in the body of the Collective Agreement provide historical and agreed upon documentation regarding the Pension Plan:

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 1902-01 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

- a) The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement commencing the 1<sup>st</sup> day of May, 2011 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.
- b) The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
- c) The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan, this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
- d) The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the information required for each eligible employee is as follows:

a) To Be Provided Once Only at Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

b) To Be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

c) To Be Provided Initially and As Status Changes

- Full Address
- Termination Date where applicable (MM/DD/YY)
- Marital Status

The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan, as indicated in this Article.

#### Definitions


- a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- i) The straight time component of hours worked on a holiday;
  - ii) Holiday pay, for the hours not worked;
  - iii) Vacation pay;
  - iv) Sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the work place; and
  - v) All other payments, premiums, allowances and similar payments are excluded.
- c) "Eligible Employee" means all employees in the bargaining unit.


SIGNED THIS 26 DAY OF October, 2023.


ON BEHALF OF:


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WB/kp:cope491