

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**EDEN CARE HEALTH INC. (EDEN VIEW)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5426**

**JUNE 1<sup>st</sup>, 2023 – MARCH 31<sup>st</sup>, 2026**



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This collective agreement is a mutually agreed upon document, and it is the mutual desire that the following preamble will govern the interpretation of this agreement:

## **PREAMBLE**

It is the desire of both parties:

- a) To maintain and improve harmonious relations between the employer and the members of the union.
- b) To promote co-operation and understanding between the employer and the employees.
- c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- d) To encourage efficiency and safety in operations.
- e) To provide respectful and high-quality care and housing to the resident.
- f) To promote the morale, well-being, and security of all employees and a positive working relationship between the employer and the employees.

Both parties to this agreement do hereby enter into, establish, and agree to the following terms:

## **ARTICLE 1 – DEFINITIONS**

- 1.01 Agreement – means collective agreement.
- 1.02 Bargaining Unit means the members of CUPE 5426.
- 1.03 Board – means Board of Directors of Employer.
- 1.04 Employer means current employer and its Board of Directors.
- 1.05 Members means members of CUPE 5426.
- 1.06 Mutual Agreement means agreed to by both Eden View and CUPE 5426.
- 1.07 Parties means Eden View and CUPE 5426.
- 1.08 Permanent Employee – means an employee who has successfully completed the required probationary period.

- 1.09 Temporary Position – means a position in the bargaining unit on a temporary basis which shall exist for a stated period of time.
- 1.10 Union – means CUPE 5426.
- 1.11 Employee for the purpose of this collective agreement, all references to employee shall mean **a person employed for wages or salary, especially at nonexecutive level.**
- 1.12 Full-time - Full-time employees shall work eight (8) hours per day and **eighty (80)** hours over a two (2) week period.
- 1.13 Part-time - Part-time employees shall work less than full-time hours as identified in Article 15.01.
- 1.14 Casual - Casual employees shall work shifts as required or pre-scheduled based on availability.

## ARTICLE 2 SCOPE

- 2.01 All employees employed by Eden Care Health Inc. (operating as Eden View) working in supportive living homes in Moose Jaw, Saskatchewan, except the Community Care Manager, Team Supervisor, Recreation Specialist, Administrative Assistant, and supervisory employees as defined in clause 6-1(1)(o) of *The Saskatchewan Employment Act*, is an appropriate unit of employees for the purpose of bargaining collectively.

## ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The union acknowledges that it is the right of the employer to manage its operation and direct the work force subject to the terms of this collective agreement.

## ARTICLE 4 UNION SECURITY

### 4.01 Recognition

The employer recognizes the Canadian Union of Public Employees, Local 5426 as the sole and exclusive collective bargaining agent for all its in-scope employees. Eden View agrees to negotiate with the union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

### 4.02 Representatives

No employees or group of employees shall undertake to represent the union at meetings with the employer's representatives without the proper authorization of the union. The union will supply the employer's representatives with the names of the union's officers. The employer shall supply the union with a list of its officers.

4.03 Work of the Bargaining Unit

Except in cases of emergency or as mutually agreed, employees in the bargaining unit shall not work on jobs which are not included in the bargaining unit.

4.04 No Contracting Out

Except for outside care of facility for snow removal, grass cutting and year-round maintenance, the employer agrees that all regular work or services performed by the employer shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employee, except where mutually agreed by the parties.

4.05 Union Membership

All present employees within the scope of this contract are members of the union. Maintenance of such membership shall be a condition of employment, and every new employee within the scope of this union whose employment commences hereafter shall, as a condition of continued employment, apply for membership in the union within thirty (30) days after commencement of such employment and maintain such membership thereafter.

4.06 Union Dues Deduction and Remittance

- a) The employer shall deduct the initiation fees, assessments and monthly union dues from each employee's pay cheque, and all monies deducted shall be remitted to the National Secretary-Treasurer of the Canadian Union of Public Employees by the fifteenth (15th) day of the month, following the month in which the deduction was made. The dues deduction authorization form shall be supplied by the union.
- b) Along with the deductions, the employer will provide a completed union dues remittance form (supplied by the union), an electronic spreadsheet indicating the pay period covered by the deduction, and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/ job title, regular earnings, hours worked, and dues deducted.

The employer will also send a copy of the union dues remittance form and spreadsheet to the local union secretary-treasurer.

#### 4.07 Income Tax (T4) Slips

When electronic T4 slips are made available (by end of February), the employer shall include the amount of union dues paid by each union member on their T4 slip.

#### 4.08 New Employees

The employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment, including those set out in the article dealing with union security and dues check off. The employer shall provide all new employees with a copy of the collective agreement. The employer will also ensure a dues deduction authorization card is signed.

#### 4.09 Temporary Out-of-Scope Appointments

An employee temporarily filling an out-of-scope position shall continue to have union dues deducted from their pay cheque and shall be entitled to all benefits and rights afforded by this agreement. No employee shall be appointed to an out-of-scope temporary position without their consent.

#### 4.10 Bulletin Boards

The employer shall make available to the union, a bulletin board so that employees have access to it, upon which the union shall have the right to post notices and information which shall be of interest to the employees.

#### 4.11 Union Business

**The employer agrees that the employees have the right to meet and discuss union business. It is mutually agreed that one (1) employee will be replaced for a maximum of three (3) hours per month. The union shall provide the employer a minimum of 48 hours notice with their request for replacement. The employer shall approve the replacement provided it does not result in any overtime costs.**

#### 4.12 Work Site Access

Whenever possible, the representative designated by the union will make arrangements to meet with employees on unpaid time. However, if there are conflicting schedules, the employer will permit access to non-resident areas in the work site to meet with employees covered by this collective agreement.

#### 4.13 Right of Fair Representation

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the employer. Such representative(s) or advisor(s) shall have access to the employer's premises with prior arrangement. They will not have access to resident areas such as living spaces, bedrooms, washrooms or any location being utilized at that time by the residents of the home. Arrangements can be made with the employer to determine an appropriate on site meeting place.

#### 4.14 Space for Union Business

**Adequate secure space to accommodate the maintenance of union records and space for the conducting of union business will, when possible, be provided by the employer without cost to the union.**

### ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

#### 5.01 Bargaining Committee

Members of the bargaining committee shall be entitled to attend negotiation meetings during working hours without loss of pay or benefits.

#### 5.02 Labour / Management Meetings

- a) A Labour/Management committee shall be established to review and resolve any issues related to the workplace. The committee will consist of up to three (3) representatives of the union, including the CUPE National representative, and up to three (3) representatives of the employer. Employees will attend meetings without loss of pay. The meetings shall be scheduled as requested by either party.
- b) The committee will discuss, but not be limited to, the following general matters:
  - i) Considering constructive criticisms of all activities so that better relations shall exist between the employer and the employees;
  - ii) Reviewing suggestions from employees, questions of working conditions, and service;
  - iii) Correcting conditions causing grievances and misunderstandings; and
  - iv) Workload management.

### 5.03 Employer Policies

- a) The employer agrees that any reports or recommendations dealing with matters of employer policy, which relate to conditions of employment and which affect employees within this bargaining unit, shall be communicated to the union as far in advance as possible by the employer.
- b) Current employer policies shall be made available to the union and to all employees.

## ARTICLE 6 – NO DISCRIMINATION

6.01 The employer agrees that there shall be no discrimination, interference, restriction, favouritism, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training up-grading, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, disability, gender identity, sexual orientation, gender, marital status, family relationship, place of residence, by reason of their membership or activity in the union, or for any other reason as stipulated in *The Human Rights Code*.

## ARTICLE 7 – HEALTH AND SAFETY

7.01 The union and the employer, as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological and social well-being with respect to working conditions for all Employees in accordance with *The Saskatchewan Employment Act* and the applicable regulations and it is further agreed that *The Saskatchewan Employment Act* and the applicable Regulations form part of this collective agreement. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this.

### 7.02 Occupational Health and Safety Committee

- a) The employer will recognize a joint health and safety committee at each home consisting of equal representation. The committee must be set up so that both parties are independent and able to freely express their views. At no time will the employer representatives outnumber the employee representatives. The employee representatives will be selected or appointed by the union.
- b) The meeting will be co-chaired. A senior member of the employer with decision making authority will be a permanent member of the committee. The employer will provide policy statements pertaining to occupational health and safety, access to health and safety information, and on-the-job health and safety training.

- c) **Committee recommendations on all areas of health and safety shall be acted upon by the employer.**
- d) **Employees shall be paid at the applicable rate of pay for all time spent at meetings, and meetings will be held during regular working hours, allowing sufficient time to complete the business of the meeting. If there is insufficient time to complete the meeting, it shall be continued on the following working day.**
- e) **Minutes of all meetings will be kept, and copies distributed to all union/employer bulletin boards within five (5) days after the meeting. Both co-chairpersons will sign the minutes, unless there is a dispute over the contents of the minutes, in which case, the dissenting co-chairperson will indicate in writing the sources of the disagreement.**
- f) **The duties of the committee shall include, but not be limited to, the following:**
- **Hold meetings quarterly or more often if requested by either co-chairperson.**
  - **Receive and settle employee complaints.**
  - **Maintain records of the complaints presented.**
  - **Examine the reports concerning the conditions within the workplace and the reports on the safety officer's directives.**
  - **Co-operate with professional health inspection services.**
  - **Establish and support educational programs dealing with health and safety.**
  - **Participate in investigations and workplace inspections relating to health and safety.**
  - **Develop and maintain related programs and protective measures.**
  - **Ensure that related programs are followed.**
  - **Ensure that accurate records of work accidents are maintained, etc.**
  - **Co-operate with government safety officers.**
  - **Study information on the actual or possible risk associated with equipment or work methods.**
  - **Study all the employer reports concerning the health and safety of employees within the bargaining unit.**

7.03 Employee Training in Health and Safety

It is the responsibility of the employer to provide adequate occupational health and safety training for each employee.

- a) Training will be provided during normal working hours at regular rates of pay.
- b) Training to include general orientation at the workplace and specific training of the work area.
- c) Training shall cover all new employees and casual employees.
- d) **All training mandated by the Ministry of Social Services.**
- e) The membership shall be instructed in all new equipment, substances, procedures, and structures.

7.04 Protection from Hazardous or Dangerous Work

The employer will provide to the union, information on all substances used in the workplace. The employees will not be required to engage in any activity or be exposed to any substance and/or procedure that is considered to be hazardous or dangerous by occupational health and safety.

7.05 Right to Refuse to Work if a Job is Unsafe or Unhealthy

- a) As per Part 3-Occupational Health and Safety of *The Saskatchewan Employment Act* a worker may refuse to perform any particular act or series of acts at a place of employment if the worker has reasonable grounds to believe that the act or series of acts is **unusually dangerous to the workers' health or safety or the health or safety of any other person at the place of employment until:**
  - i. sufficient steps have been taken to satisfy the worker otherwise; or
  - ii. the occupational health committee has investigated the matter and advised the worker otherwise.
- b) If a worker has refused to perform an act or series of acts as per 7.05 a), the employer shall not request or assign another worker to perform that act or series of acts unless that other worker has been advised by the employer, in writing, of:
  - i. the refusal and the reasons for the refusal;

- ii. the reason or reasons the worker being assigned or requested to perform the act or series of acts may, in the employer's opinion, carry out the act or series of acts in a healthy and safe manner; and
- iii. the right of the worker to refuse to perform the act or series of acts as per 7.05 a).

#### 7.06 No Discipline

The employer will not discharge or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this agreement.

#### 7.07 Violence in the Workplace

The employer and the union agree that violence against employees in the workplace is not acceptable and agree to work together towards elimination of the incidence and causal factors of violence.

To that end, the following shall apply:

##### a) Definition of Violence

Violence shall be defined as any incident in which an employee is physically or verbally abused or assaulted during the course of their employment.

##### b) Violence Policies and Procedures

In compliance with *The Saskatchewan Employment Act*, Part 3-Occupational Health and Safety and *The Occupational Health and Safety Regulations*, the employer will ensure a policy is developed to address the prevention of violence, the management of violent situations and to work towards the elimination of the causal factors of violence and provide support to employees who have faced violence. The policies and procedures shall be part of the employer's health and safety policy and written copies shall be posted in a place accessible to all employees.

The policy and procedures may include, but not be limited to:

- i) The provision of available information regarding a resident's previous, actual or potential violent behaviour;
- ii) Incidents are investigated promptly, objectively and in a sensitive, confidential manner;

- iii) Provision for the joint Occupational Health and Safety committees to review the effectiveness of anti-violence policies at the local level;
  - iv) Alternate options for care delivery are identified, considered and implemented;
  - v) Employees/managers are provided with the education necessary for them to prevent violence, deal with it when it occurs, and know the procedure for reporting incidents. Education shall include:
    - causes of violence
    - recognition of warning signs
    - prevention of escalation
    - controlling and defusing aggressive situations; and
    - details of the Employer's policies, measures and procedures to deal with violence and the availability of supportive counseling.
  - vi) Security procedures are in place to summon assistance;
  - vii) No employee shall experience discrimination, coercion or intimidation for raising concerns about violence in the workplace;
  - viii) The employer and the union recognize that, where preventative measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.
- c) When an incident demonstrates that a resident's behavior may constitute a risk to the safety of another resident 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 resident(s).

## ARTICLE 8 – HARASSMENT

### 8.01 Statement on Harassment

The employer and the union do not condone or tolerate harassment in the workplace. The employer agrees to take prompt and fair measures to deal with allegations of harassment of any of its employees or by any of its employees. The employer makes this promise based on the expectation that all employees conduct themselves in a manner that is respectful of the rights and feelings of others.

### 8.02 Shared Responsibility

The employer(s) and the union acknowledge a shared responsibility to:

- prevent harassment;
- promote a safe, abuse-free working environment;
- uphold the philosophy of zero tolerance of harassment.

### 8.03 Definition of Harassment

Harassment means any inappropriate conduct, comment, display, action, or gesture by a person:

- a) That either:
  - Is based on race, creed, religion, colour, sex, sexual orientation, gender identity, disability, marital status, family status, physical size or weight, age, nationality, ancestry or place of origin, union or political activity; or
  - Adversely affects the worker's psychological or physical well-being and that the person knows or ought to reasonably know would cause a worker to be humiliated or intimidated; and
  - That constitutes a personal threat to the health or safety of the worker;
  - Is repeated, intentional, inappropriate conduct, comments, displays, actions, or gestures; or
  - A single serious occurrence of conduct, or a single serious comment, display, action, or gesture that has a lasting, harmful effect on the worker.
- b) Harassment includes abuse of authority, which endangers an employee's job, undermines the performance of that job, or threatens the economic livelihood of a worker. Harassment does not include any reasonable action that is taken by the employer relating to the management and direction of the employees or the workplace.

### 8.04 Rights of Victims

Complaints or grievances with respect to harassment shall be handled so as to protect the confidentiality of the parties. If it is determined that harassment has occurred, the victim shall be protected from any repercussions which might result from their complaint and, where necessary, every effort will be made to discipline and/or relocate the harasser, not the victim.

### 8.05 Policy

The employer(s) shall ensure a policy is developed to address the issue of workplace harassment. The policy shall ensure that:

- a) Individuals are aware of the seriousness with which the parties view harassment;
- b) Incidents are jointly investigated in a prompt, objective, sensitive, and confidential manner not precluding the use of a third (3rd) party;

- c) The employer will provide the union with written documentation related to any formal harassment investigation including the complaint, conclusions and recommendations;
- d) The necessary corrective action is taken;
- e) Employees/managers are provided with the education necessary for them to prevent harassment, identify harassment when it occurs and where applicable, how to carry out an investigation. Such training shall be considered time worked and the Employee shall suffer no loss of pay or benefits;
- f) A clear process for any concerns and/or complaints.

## ARTICLE 9 -- JOB CLASSIFICATION AND RE-CLASSIFICATION

### 9.01 Job Descriptions

The employer agrees to draw up job descriptions for all positions and classifications for which the union is the bargaining agent. Changes to these job descriptions, **shall be forwarded to the union at least 14 days in advance of the changes along with the rational for the changes and an offer to meet to discuss them.**

### 9.02 Changes in Classification

When the duties of any classification are substantially altered or changed, where the union or the employee feels they are incorrectly classified, or when a new classification is being created during the term of this agreement, the rate of pay, hours of work, and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular grievance and arbitration procedure contained in this collective agreement.

### 9.03 Downward Classification

No employee shall have their wages reduced as a result of a downward classification.

## ARTICLE 10 -- SENIORITY

### 10.01 Definition

Seniority shall be based on the date of hire for all employees. For those employees hired on the same day, seniority will be based on the month in which they were born.

A seniority list shall be kept by the **employer** and shall be furnished to the union **twice a year.**

## 10.02 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not re-instated.
- b) Resignation in writing, and not withdrawn within forty-eight (48) hours of its submission.
- c) If laid off for a period longer than two (2) full calendar years from layoff.

## ARTICLE 11 – APPOINTMENTS AND STAFF CHANGES

### 11.01 Notices

Job postings shall be posted within thirty (30) days of a vacancy occurring. Notices of all vacant or new part-time or full-time positions coming within the scope of this agreement shall issue from Human Resources for posting; copies of which shall be supplied immediately to the union. The notices shall carry a closing date to be effective a minimum of one (1) week from date of posting. The notice shall include the following information:

- a) Name of position
- b) A brief description
- c) Qualifications required
- d) Hourly rate
- e) Hours of work
- f) Deadline date for application and other pertinent information.

### 11.02 Filling Vacancies

Vacancies shall be filled on the basis of seniority, training, experience, and ability. **Both parties recognize the principle of promotion within the services of the employer. Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications to perform the job.**

### 11.03 Appointment of Temporary Employees

Offers will be made in writing with the option to accept or decline. These positions will be filled according to seniority in the following manner:

- a) In cases where the employee is receiving workers' compensation, long-term disability, or sick leave, the position will be filled on a temporary basis only after the employee has been absent for sixty (60) days.

- b) In cases of all other leaves of absence of sixty (60) days or more, the position will be filled immediately as a temporary position.
- c) Where permanent funding permits, temporary positions shall become permanent positions after a period of two (2) years of temporary status, except in case of medical or union leave.

#### 11.04 Employee Notification

Each employee shall be provided with a letter of appointment, with a copy to the union, including a copy of this agreement and the terms of employment, upon hiring.

#### 11.05 Probation Period

**Newly hired employees shall be on probation for six (6) months. During the probationary period, employees shall be entitled to all rights and benefits of this agreement, including the presence of a union steward during investigations that may lead to discipline or dismissal. Probationary employees may be discharged with or without cause, provided the discharge is not arbitrary or discriminatory. The employer shall provide feedback on performance issues to new employees and provide a reasonable opportunity for the employee to improve their performance at the two (2) month, and four (4) months point of the probationary period.**

**In agreement with the union, the employer may extend the probationary period for employees up to two (2) months or twenty-four (24) shifts. The employer will provide the union with the rationale for the extension. Such rationale shall not be unreasonable. With respect to relief employees, the timeline for the feedback on performance issues shall take place upon completion of eighty (80) hours and one hundred sixty (160) hours.**

**After completion of the probationary period, seniority shall be effective from original date of hire.**

#### 11.06 Trial Period

An employee who is the successful applicant in a new classification or another house shall serve a trial period of three (3) months. During the trial period, the employee shall have the right to revert to their former position on request. An employee intending to revert to their former position shall give at least fourteen (14) days' written notice.

If the employee does not qualify during the trial period, the Employer shall give the employee, in writing, the reasons for their failing to qualify. An employee who does not qualify shall revert to their former position without loss of seniority. The trial period may be extended by a maximum of three (3) months by mutual agreement between the parties.

11.07 On-the-Job Training

**The employer will commit to providing training, such as:**

- a) Initial orientation
- b) Seminars and conferences
- c) **All training mandated by the Ministry of Social Services.**
- d) Procedures for selection of candidates
- e) Allocation of available funds

11.08 Compensation for Training

Unless otherwise mutually agreed between the parties, all time spent by an employee on an approved training program, including travel time when out of town, shall be considered as time worked. If the time falls on the employee's scheduled day off, they shall receive time off in lieu at one and a half (1½) times their rate of pay and taken in accordance with Article 16.02-Time Off In Lieu Bank. If the employer requires an employee attend training on a day of rest, the time spent shall be considered as overtime and compensated in accordance with Article 16 – Overtime. All training opportunities shall be offered to employees on an equitable basis.

**ARTICLE 12 – LAYOFF AND RECALL**

12.01 Definition of Layoff

A layoff within the bargaining unit shall be defined as:

- an employer initiated reduction in the workforce;
- a reduction of hours of work for a full-time employee;
- a reduction in hours identified in a part-time employee's Letter of Appointment; or
- in the case of a casual employee, as a result of downsizing or facility closure and no shifts being offered within one hundred and twenty (120) days within the bargaining unit.

12.02 In all cases of possible layoff, the employer agrees to meet with the union prior to a final decision to lay off employees, to review other options available to avoid any such layoff.

12.03 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 reverse order of their

bargaining unit wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee.

- a) Any layoff of employees shall be solely for reasons of declining income or an emergency situation beyond the control of the employer.
- b) Work plans shall be amended to reflect reduced staff numbers.
- c) In the event of layoff, the order of layoff will be according to least senior first.
- d) Notice of layoff shall be:

Less than 1 year	·	1 week
1 – 5 years	–	4 weeks
5 – 10 years	–	6 weeks
10 years & over	–	8 weeks
- e) It is understood by the parties that if the required notice is not given that the employee shall receive the appropriate pay in lieu of notice.

12.04 Recall List

In the case of layoff, a recall list based upon seniority shall be established, and copies of the current recall lists shall be maintained by the employer.

12.05 Length of Recall

A worker shall be on the recall list for a period of two (2) full years from day of layoff.

12.06 Recall Procedure

- a) Employees shall be recalled in the order of seniority.
- b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.
- c) Employees who choose to take employment offered to them that would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off.

12.07 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall, provided they are qualified to perform the work.

12.08 Notice of Recall

Notice of recall shall be made by telephone or, if unsuccessful, by registered mail to the last address of the employee known by the employer. A copy shall be sent to the union.

12.09 Seniority of the Recalled Employees

Seniority shall resume on being recalled.

12.10 Notice of Current Address

It shall be the responsibility of the employee on the recall list to keep the employer informed of their current address during the two (2) years their name is on the recall list.

12.11 No Promotions

As the result of a layoff and the bumping that may occur, no employee can benefit from promotion.

ARTICLE 13 – DIRECTION, DISCIPLINE, SUSPENSION, DISMISSAL

13.01 The union and the employer acknowledge that it may be necessary to provide non-disciplinary direction or advice to employees with respect to work performance or conduct. Direction provided to the employee is intended to allow an early opportunity for self-correction and prevent an issue from becoming a disciplinary matter.

13.02 Just Cause

Any employee may be dismissed or suspended for just cause.

13.03 Progressive Discipline

**The parties to this agreement recognize that a coaching/counselling process usually precedes the discipline process. They also recognize the following usual steps of corrective/ progressive discipline:**

**(a) Verbal reprimand(s);**

- (b) Written reprimands(s);**
- (c) Suspensions(s);**
- (d) Dismissal.**

**It is understood that normal progression may be altered based on the severity of the offence/misconduct.**

**13.04 Presence of Union Representative**

During any meeting with the employer that may result in discipline, suspension, or dismissal, the employee shall have the right to be accompanied by a member of the union executive or shop steward if they so choose. The employee shall be notified in writing or by email, in advance, the purpose of the meeting, and informed of their right to have union representation present at the meeting. The member will be given sufficient time to arrange union representation and, if necessary, to schedule for a later date. Should the employee refuse union representation, a declaration stating so shall be made in writing, with a copy given to the union. A copy of any discipline issued to an employee should be forwarded to the union.

**13.05 Burden of Proof**

In cases of discipline, suspension, or dismissal, proof of just cause shall rest with the employer.

**13.06 Records of Employees**

- a) Personnel records of an employee shall be open to their scrutiny or their union representative upon written request.
- b) The employee and/or union representative shall be entitled to copy documents in their personnel file and mark the date of their viewing.
- c) A union representative may only have access to an employee's personnel record with written consent from that employee.
- d) The record of an employee shall not be used at any time after twelve (12) months following a disciplinary action.

**13.07 Verbal Reprimand**

The employer will verbally outline to the employee the reason for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. A record of the verbal warning will be provided in writing.

13.08 Written Reprimand

In cases of written reprimand, the employee will be informed in writing of the reasons for the action, and a copy will be sent to the union.

13.09 Suspension

The employee and the union must be given notice of the suspension and the reasons for it in writing. The notice shall specify the days of suspension. Where there is an investigation, suspension shall be with pay. Disciplinary suspensions shall be without pay.

13.10 Dismissal

Dismissal shall be affected by the **employer**. The employee shall receive written notice of the action, which shall include a specific statement of just cause.

13.11 Re-Instatement of Rights

An employee who has been unjustly suspended, demoted, or dismissed shall, upon re-instatement, receive all rights and benefits retroactive to the date of discipline, suspension, or dismissal.

13.12 Payment of Wages and Benefits for Dismissed Employees

All employees who are dismissed shall be paid all wages and benefits, including vacation pay owing, on the next pay period from their last day of employment.

ARTICLE 14 GRIEVANCE PROCEDURE AND ARBITRATION

14.01 Definition

A grievance shall be defined as any dispute between the employer and any employee and/or the union regarding the interpretation, meaning, operation, or application of this agreement. Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such differences through the following procedure.

14.02 Grievance Procedure

a) Pre-grievance

Within twenty (20) working days giving rise to the complaint came to the attention of, or should have come to the attention of, the employee, employees concerned, or union. Attempts to resolve the dispute shall be done through a meeting with the appropriate manager or designate, the employee, and their union representative. Every effort shall be made to resolve problems through dialogue at the local level prior to a grievance.

b) Step 1

If a satisfactory settlement cannot be affected through pre-grievance discussions, the union shall present a written grievance to the immediate supervisor of the employee. If an adjustment satisfactory to the union is not made within fourteen (14) days of the time it was submitted to the immediate supervisor, the grievance may proceed to the next step of the grievance procedure.

c) Step 2

If a satisfactory settlement cannot be affected at Step 1, the union may, within fourteen (14) days from the time the immediate supervisor of the employee gave their answer or refused to give an answer, submit the written grievance to the human resources generalist. The human resource generalist shall schedule a meeting with the union to discuss the grievance within fourteen (14) days of receiving the grievance. The human resource generalist shall render a written decision within fourteen (14) days of meeting with the union.

d) Step 3

If the employee(s) are not satisfied with the human resource generalist decision or refusal to decide, they may appeal within, but not later than, fourteen (14) days from the date of the decision or failure to decide in Step 2 above, to **employer**. The parties shall meet within fourteen (14) days to discuss the grievance and the **employer** shall render a written decision within fourteen (14) days of the meeting.

e) Step 4

If satisfactory settlement is not reached in step 3 above, either party may request arbitration, providing the request is made in writing within fourteen (14) days of the decision in Step 3.

The party requesting arbitration will notify the other party of their appointee to an arbitration board. Within fourteen (14) days of receipt of such notice, the party so notified will notify the other party of its appointee to the arbitration board.

The parties shall, unless otherwise agreed between the employer and the union, within a period of fourteen (14) days, jointly select a chairperson. If the parties cannot agree upon a chairperson, or fail to do so, either party may request the Minister of Labour of Saskatchewan to appoint a qualified person to act as chairperson of the arbitration board.

#### 14.03 Procedure of an Arbitration Board

The chairperson of the arbitration board shall fix the time and place of sittings after consultation with the other members and notify the parties. The arbitration board shall meet as soon as possible after it has been constituted.

The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

#### 14.04 Decision of an Arbitration Board

The decision of the majority shall be the decision of the arbitration board.

Where there is no majority decision, the decision of the chairperson shall be the decision of the arbitration board.

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

Should the parties disagree as to the meaning of the arbitration board's decision, either party may apply to the chairperson to reconvene the arbitration board to clarify the decision, which it shall do within eight (8) days.

#### 14.05 Expenses of an Arbitration Board

Each party shall pay the fees and expenses of the nominee it appoints. The fees and expenses of the chairperson, and any other common expenses, shall be shared equally by both parties.

#### 14.06 Single Arbitrator

Notwithstanding Step 4 above, the parties to this agreement may, by mutual consent, agree to the appointment of a single arbitrator who shall act in the place of the arbitration board as provided above.

#### 14.07 Time Limits

The time limits set out above may be extended by mutual agreement.

#### 14.08 Permission to Leave Work

Any employee who feels that they have been aggrieved, or any employee with relevant grievance information, shall make every effort to meet with the union representative after

work hours, however, if this is not possible due to a conflict in scheduling, the employee shall receive permission from the **employer** to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate union representative. If it is impossible to leave work immediately due to work requirements, other arrangements shall be made.

A steward or elected officer of the union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.

No employee, steward, or elected union representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances, complaints, or to attend local arbitrations.

#### ARTICLE 15 – HOURS OF WORK

- 15.01 The normal annual hours of work for full time employees shall be **two thousand and eighty (2080)** hours per year.
- 15.02 Full-time **employees** shall work eight (8) hours per day and **eighty (80)** hours over a two (2) week period.
- 15.03 Part-time **employees** shall work less than full-time hours as identified in Article 15.01.
- 15.04 Casual **employees** shall work shifts as required or pre-scheduled based on availability.
- 15.05 Work Schedules/ Schedule Changes

Wherever possible, provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance. Employees requesting changes in the work schedule must submit such requests prior to the fourteen (14) calendar days mentioned above. Deviation from the posted schedule shall be by mutual agreement with the employees affected and the employer, unless extenuating or emergency circumstances arise. Changes of work schedules shall be arranged between the employee and their immediate supervisor. The employer shall give a minimum of one (1) week notice of any changes to the schedule, unless extenuating or emergency circumstances arise.

#### 15.06 Assignment of Casual Work

When the employer determines that casual work is required, the following conditions apply:

- a) Where employees agree to work such additional shifts that fall outside their regularly assigned schedules, such work shall not be construed as a change of shift and shall not

be eligible for overtime unless it causes an employee to work more than the hours of work as set out in *The Saskatchewan Employment Act*.

b) Casual lists will be made according to employment status, availability and seniority as identified in Article 10-Seniority.

c) Availability

i. The employee shall identify their availability for casual work, on the availability for Casual Hours form, which has been approved by **the employer**. All casual work will be offered/assigned based on the information provided by the employee. The union shall have access to the prescribed forms.

ii. Employees may amend their Availability for Casual Hours form:

- Annually on February 1st to be effective March 1st providing their availability does not fall below the requirement of the original posting; or
- When they accept a part time or temporary position that affects their availability; or
- Whenever their availability changes. Employees shall give fourteen (14) calendar days' notice of such change of availability.

iii. Part-time and casual employees may make short term requests for absences from their casual requirements from the employer.

iv. Employees working in more than one home shall be required to inform the **employer** of any potential overtime or situations which result in overtime rates of pay and/or scheduling conflicts as soon as the employee is aware.

d) Casual Lists

i) Casual lists shall be revised as needed in order to reflect any changes. A copy of the most current list(s) shall at all times remain posted. In case of any dispute regarding call-in, the union shall be provided with a copy of the applicable casual list. Call logs will be kept by the scheduler to reflect who was called and responses when filling shifts.

ii) The casual list shall be developed with the following criteria and shall be the order in which employees are offered/assigned additional shifts:

1. Part-time staff based on seniority and availability.
2. Casual staff based on seniority and availability.

Every effort will be made to replace shifts at regular time. If the only option available is to replace at overtime then call out will start back at the top of the list.

- iii) If a casual employee has not worked for ninety (90) days in any home, they will be removed from the casual list unless on approved leave or filling a temporary position.
- e) Employees on the following leaves shall not be called to perform casual work:
  - Absence covered by WCB and/or DIP and/or *The Automobile Accident Insurance Act*
  - Approved LOA, except education leave
  - Vacation
  - Approved medical leaves
- f) Casual Work Inside Seventy-Two (72) Hours

Casual work that becomes available within seventy-two (72) hours' notice shall be offered to employees on the casual list as identified in 15.05 d) ii) (Casual Lists). If there is no immediate personal response to such call, the shift shall be offered to the next Employee on the list. All such calls shall be recorded.

- i) Offer of a Longer Shift

Should the senior employee be scheduled for a shorter shift and a longer shift becomes available within the same home, the employee shall be offered the longer shift.

- g) Casual Work Outside Seventy-two (72) hours

Casual work that becomes available outside seventy-two (72) hours' notice shall be assigned to employees on the casual list as identified in 15.05d) ii) (Casual List).

- i) Assignment of a Longer Shift

Should the employee be scheduled for a shorter shift and a longer shift becomes available within the same home, the employee shall be assigned the longer shift.

- ii) Notification of Assignment

The employer shall notify the employee as soon as possible when shifts are assigned or reassigned. It shall also be responsibility of each employee, to check the posted schedule in each home.

- h) Casual Hours/Reassignment in Extended Shift Agreements

Should an employee be scheduled for a shorter shift and an extended shift becomes available, the employee shall be offered/assigned the extended shift.

i) Change or Cancel a Shift

The employer reserves the right to change or cancel an employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours' notice, the employee shall be paid their regular earnings for any shift(s) cancelled within the forty-eight (48) hour period. A full-time or part-time employee who is working casual, and whose shifts are cancelled shall return to their full-time/part-time schedule. Insofar as regular operations permit, the employer will endeavour to cancel casual shifts in reverse order of seniority.

j) Failure to Properly Assign Work

The employee not called in accordance with these provisions shall be paid for all lost hours provided the error is discovered and recorded no later than fourteen (14) calendar days after the work is performed. After the fourteen (14) calendar days the employer will not be subject to payment.

k) Failure to Work Assigned Casual Work

Should an employee fail to perform casual work in accordance with their availability on the prescribed form - Availability for Casual Hours, the employer, the employee and the union shall meet to discuss a resolution to the situation which may include removal from the casual list.

l) Failure to Indicate Overtime

Should an employee fail to indicate an overtime situation, they shall be paid the applicable overtime rates. The employee may be subject to progressive discipline should they repeatedly fail to indicate an overtime situation.

Availability for Casual Hours Form

Name: \_\_\_\_\_

Position: \_\_\_\_\_

In accordance with the posting and in addition, I am available for casual work in \_\_\_\_\_ homes on the following basis:

1. Are you available for casual on short notice?

Yes ( ) No ( )

Minimum notice required \_\_\_\_\_ (minutes or hours)

2. Indicate what you are available for with respect to the following:

Minimum length of shift \_\_\_\_\_

Maximum length of shift \_\_\_\_\_

Number of days in a Row \_\_\_\_\_

If not willing to work up to full time hours, limit my availability to \_\_\_\_\_ days in a week.

3. Are you working full-time, part-time or casual shifts at a different employer?

Yes ( ) No ( )

If yes, attach a copy of your regular scheduled hours (if applicable)

4. Other relevant information \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

c.c. Personnel File  
Manager  
Employee

## ARTICLE 16 – OVERTIME

16.01 All time worked in excess of eighty (80) hours over a two (2) week period or eight (8) hours in a day shall be considered overtime. All overtime must receive prior approval from **the employer** or on call manager. All employees shall be eligible for overtime and all overtime shall be offered in order of seniority.

- a) Hours of overtime may be accumulated by full-time employees. They shall have the choice to take time in lieu at the applicable overtime rate, at a mutually acceptable time instead of pay, but in any event before the end of the fiscal year in which it was earned.
- b) Overtime is voluntary, except in emergent situations. An emergent situation shall be defined as a circumstance driven by an unforeseen and/or unpredictable and/or unanticipated increase in care required to address resident safety. Such overtime shall be consistent with the employee's normal responsibilities in their work area.
- c) An employee who is called back to work outside their regular working hours shall be paid a minimum of three (3) hours at overtime rates.
- d) An employee who is required to work a double shift shall receive overtime pay at one and one half (1 ½) times their rate of pay for the first four (4) consecutive hours and two (2) times their rate of pay for all hours worked in excess of the four (4) consecutive hours.
- e) Full-time employees who are required to work on their scheduled day or day(s) off shall receive two (2) times their regular rate of pay for such day or day(s) off worked.
- f) Compensation for overtime shall be at the rate of one and a half times (1.5), except as identified in 16.01 d), 16.01 e) and 16.01 f). Such payment shall be made on each pay period unless the option of accumulation, 16.01 a) is exercised.

### 16.02 Time Off in Lieu Bank

At the request of the employee, time off, calculated at the appropriate overtime rates in lieu of overtime pay may be **banked** to a maximum of eighty (80) hours. This shall be taken at a time mutually acceptable between the employee and **the employer** and prior to March 31 of each year. In extenuating circumstances, an employee's time in lieu bank may be paid out when mutually agreed to by **the employer**, Human Resources and the employee.

ARTICLE 17 – STAFF MEETINGS

- 17.01 a) Staff meetings shall be held every **three (3)** months. The date and time will be determined by the employer. The staff meeting notice will be posted no less than two (2) weeks prior to the scheduled meeting. Staff meetings are mandatory for all full-time and part-time staff and will be paid for all time spent at the meeting and as per Article 16 Overtime, if applicable. Casual staff will have the option of attending and will be compensated as per Schedule A for time spent at the meeting.
- b) With prior agreement of the employer, the union will be provided an opportunity to make union announcements during the staff meeting.

ARTICLE 18 TRAVEL AND ALLOWANCE

18.01 Mileage

Upon prior approval from the **employer**, employees who are required to use their personal automobile for Employer business shall be reimbursed at **\$0.50/km**, or the employer rates, whichever is greater.

18.02 Meal Allowance

For travel outside of the City of Moose Jaw for the day or overnight and upon prior approval from the **employer**, meals shall be reimbursed as follows:

- Breakfast - \$10.00
- Lunch - \$15.00
- Dinner - \$20.00
- Per Diem - \$45.00, or at the current employer rate; whichever is greater.

18.03 Accommodation

Shall be reimbursed as per employer's rates.

ARTICLE 19 DESIGNATED HOLIDAYS

19.01 For the purpose of this agreement, designated holidays shall mean:

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

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

A casual employee who is required to work on a designated holiday shall be paid at a rate of one and half (1.5) times.

- 19.02 All full-time employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to a day off at the appropriate rate. This day will be scheduled by the scheduler and will occur either at the beginning or the end of their rotation.

Part-time and casual employees shall be paid in accordance with *The Saskatchewan Employment Act*.

- 19.03 An employee who is scheduled or required to work on a designated holiday will be paid at the rate of one and a half (1.5) times or an equivalent number of hours off with pay at a time mutually agreed upon by the employer and the employee.

- 19.04 All employees who work, or are assigned and agree to work, on a designated holiday that is also a scheduled day of rest shall be entitled to double time and one half (2 ½). All employees who work, or are assigned and agree to work, on a designated holiday that is beyond their regularly scheduled hours, shall be entitled to one and a half (1.5) time for the first four (4) hours and double time and one half (2 ½) for all hours beyond worked in excess of the first four (4) hours. Employees may also take the equivalent number of hours off with pay at a time mutually agreed upon by the employer and the employee and as per the terms set out in Article 16.02-Time Off in Lieu Bank.

## ARTICLE 20 - VACATIONS

### 20.01 Definition

Vacation means annual vacation with pay.

### 20.02 Vacation Year

Vacation year means the twelve (12) month period April 1st to March 31th.

### 20.03 Vacation Credits

a) All employees will earn vacation credits on the following basis:

- i) At date of hire, fifteen (15) working days prorated;

- ii) After completion of year one (1) year of continuous employment, fifteen (15) working days;
  - iii) After completion of ten (10) years of continuous employment, twenty (20) working days;
- b) Employees who are other than full-time will accrue vacation credits based on hours worked.
- c) Casual Employee Paid Vacation Days Calculation
- i. A casual employee may request a period of paid vacation time off, and if the employee has available vacation credits, vacation time will be calculated using an average of their total hours worked over the previous 52 weeks divided by 52 weeks, or portion thereof.
  - ii. Employees shall provide two weeks' notice in advance of the requested vacation period.
  - iii. Casual employees may access vacation credits as they are accrued and may request a vacation day in place of a pre-scheduled day of work.

#### 20.04 Vacation Schedules

**The employer shall provide employees with their vacation entitlement balance on June 1<sup>st</sup> and November 1<sup>st</sup> of each year.**

**By March 1<sup>st</sup> of each year, the employer shall post a vacation schedule for each workplace. Employees shall select their preferred vacation dates by March 15<sup>th</sup>, and the completed vacation schedule shall be posted no later than March 30th.**

**Insofar as operational efficiency will permit, preference in choice of vacation dates shall be determined by seniority or service with the organization.**

**Employees submitting vacation requests after April 30th shall submit their request at least fourteen (14) days prior to the posting of the provisional schedule. In the event of a conflict in vacation requests submitted after April 30th, employees who first requested that vacation period shall have preference. The employer shall provide notice of approval within ten (10) days of receipt of the request.**

**Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.**

20.05 Unbroken Vacation

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

20.06 Carry Over of Vacation

Forty (40) hours of vacation may be carried over to the following year. Carry over in excess of forty (40) hours must be approved by the employer.

20.07 Vacation Upon Leaving Service

An employee leaving the service at any time in the vacation year, before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of such unused vacation at their current rate of pay.

20.08 Leaves During Vacation

Where in respect of any period of vacation leave, an employee is:

- a) Granted compassionate leave, or
- b) Granted sick leave as a result of hospitalization or an illness which would confine the Employee to their residence or bed rest. A medical certificate substantiating proof of illness may be required, or
- c) Granted other approved leave of absence, or
- d) A designated holiday falls on a day during an employee's vacation period.

The period of vacation so displaced by any of the aforementioned shall be reinstated for use at a later date, at a time mutually agreed upon by both parties or may be added to the vacation period of the employee upon approval of the employer.

20.09 Vacation Credits Records

A record of an employee's entitled and accumulated vacation credits shall be made available on each employee's electronic pay statement.

ARTICLE 21 SICK LEAVE

21.01 Sick Leave

Sick leave credits shall be earned by full-time employees at a rate of **point eighty-three (.83) days per month.**

Part-time and casual employees shall accumulate sick leave credits on a pro-rated basis.

Employees shall use earned sick leave credits for illness, injury, or to attend medical appointments for themselves.

**There shall be no carryover of sick leave credits past March 31st. Employees shall receive a payment of unused sick leave credits as at that date equivalent to five (5) sick days less the number of days used during the fiscal year.**

21.04 Notification

An employee who becomes incapacitated due to illness or injury shall notify the appropriate individual as per the employer policy, at their earliest possible opportunity.

21.05 Proof of Illness

The employer may request a medical certificate from employees who are absent for three (3) consecutive days due to illness. If a medical certificate is required, it will be requested during such illness and will be at the expense of the employer to a maximum of \$50.00 in a calendar year.

21.06 Leave of Absence while Sick

In cases where employees are sick beyond their accumulated sick credits, and when a medical certificate is provided, the employer shall grant leave of absence, without pay. Employees shall continue to accumulate seniority.

Employees shall have the right to return to their former position within twenty-four (24) months.

If an employee does not return within twenty-four (24) months, but is fit to work at some point, the employer agrees to consider the employee for the first vacancy for which they have the qualifications.

21.07 Sick Leave during Leave of Absence

When an employee is given a leave of absence without pay, for any reason, or is laid off, on account of lack of work, and returns to work upon expiration of such leave of absence, etc., they shall retain existing accumulated credits at the time of such leave or layoff.

An employee shall continue to accumulate sick leave credits for leave of absence or layoff of less than one (1) month on a pro-rated basis.

21.08 Sick Leave Records

A record of an employee's accumulated sick leave credits shall be made available to each employee.

21.09 Recognition of Social Illness

The employer and the union recognize that mental illness, alcohol, drug, and gambling addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as applied for other health problems. Employees whose spouse or dependent children are undertaking a rehabilitative program for alcoholism, drug abuse, or gambling may apply for sick time or leave of absence without pay to participate with them in such rehabilitative program.

21.10 Workers' Compensation and Long-Term Disability Medical Leave

**Accumulation of Seniority**

- a) An employee who is unable to work and is receiving benefits from workers' compensation or the employer's long-term disability plan, shall continue to accumulate seniority.
- b) **Return to Work**
  - Employees receiving WCB or LTD benefits, shall have the right to return to their former position within twenty-four (24) months of applying for WCB or LTD benefits.
  - If an employee does not return within twenty-four (24) months but is fit to return to work at some point, the employer agrees to consider the employee for the first vacancy for which they have the qualifications.
  - Notice of intention to return to work from a long-term medical leave (more than sixty (60) days), WCB leave, or LTD leave will be provided at least four (4) weeks prior to the actual date of return to work, provided the employee provides certification of their fitness to return to work.

## ARTICLE 22 WORKERS' COMPENSATION PAY SUPPLEMENT

**22.01 Full-Time and Part-Time employees:** When an employee is injured in the performance of their duties during working hours, and the accident is compensable under the provisions of *The Workers' Compensation Act*, the employer shall pay to the employee their total gross earnings, inclusive of the Workers' Compensation Board payments, less their normal deductions for up to 24 months. In no event shall the amount received by the employee be less than the amount remitted to the employer by the Workers' Compensation Board. The workers' compensation cheque shall be made payable to the Employer.

**Casual employees:** When an employee is injured in the performance of their duties during working hours, and the accident is compensable under the provisions of *The Workers' Compensation Act*, the Workers' Compensation Board payment shall be made directly to the employee.

## ARTICLE 23 PENSION PLAN

**23.01 The employer shall enroll all employees into the Saskatchewan Association of Rehabilitative Centres (SARC) Pension plan per the term of the plan. The parties agree contributions made by employees and employers on behalf of the employees shall be as follows:**

- **Employer rate – four percent (4%)**
- **Employee rate – four percent (4%)**

**The employer will assist with any available portability options from one pension to another, should an employee desire.**

## ARTICLE 24 – LEAVES OF ABSENCE

**24.01 Benefits and Entitlements while on Leaves of Absence**

The following provisions shall apply to all leaves identified under Article 24:

- a) When a leave without pay is for thirty (30) consecutive days or less, employees shall be entitled to earn seniority, sick leave, vacation leave and designated holiday pay. They will have the option to continue Pension Plan contributions and will continue to have access to their Extended Health and Dental Benefits.
- b) When a leave without pay is for more than thirty (30) days, employees shall be entitled to:
  - i. Earn seniority.

- ii. Continue to participate in the Extended Health and Dental Benefits Plan up to 18 months of an approved leave.
  - iii. **The option to elect to continue Disability Income Plan coverage for up to 18 months from the start of an approved leave. All disability contributions are the responsibility of the employee and must be arranged with payroll prior to the start of the leave. If the employee does not elect to carry their disability plan coverage during their leave, should they become sick or injured they would not be eligible to apply for disability income replacement. The employee has 30 days from the start of the leave to indicate their election for or against continuing coverage.**
  - iv. **Basic group life and accidental death and dismemberment (AD&D) insurance which is mandatory and must be maintained while on an approved leave of absence for up to 18 months. The employee can elect to either continue or stop any optional coverage they have. Premium payments must be arranged with payroll prior to the start of the leave.**
  - v. **The option to make contributions to the Public Employee's Pension Plan (PEPP) during an approved leave of absence. The employee must be an active member to contribute, and their payments must begin within 90 calendar days of their leave end date. The employee will be provided with the LOA Contributions Options form at the end of the leave. If the employee elects to contribute for the period of their leave the employer is required to remit their portion as well.**
- c) An employee returning from leave shall be reinstated in the position with the hours of work and in the home in which they were employed prior to going on leave. If their position is abolished during the leave, they shall be subject to layoff as though they had been occupying the position at the time of its abolition.

#### 24.02 General Leaves of Absence

- a) Requests for unpaid leave are to be made to the employee's immediate supervisor at least four (4) weeks prior to the start of the leave using the Application for Time Off form, stating commencement date, length of leave, and reason for the request.
- b) The immediate supervisor shall consider each request on an individual basis and indicate on the Application for Time Off Form whether the request is approved and will not be unreasonably denied.
- c) Requests for an extension to the leave of absence must be provided at least four (4) weeks prior to the actual date of return to work.

#### 24.03 Union Business Leave

The employer recognizes that it is the right of all employees to participate fully in the affairs of the union and in all matters which affect the union. The employer recognizes that it is also beneficial to encourage that participation and therefore:

- a) **With reasonable notice, the employer agrees to grant representatives of the union a leave of absence with pay to attend union conventions, workshops, seminars and conferences. The union will reimburse the employer for wages and benefits. The employee will continue to accrue all benefits covered by this agreement.**
- b) **With reasonable notice, the employer agrees to grant leave of absence without pay for up to two (2) years to workers who have been elected to a full-time office or position in the union. Further leaves may be granted upon request by the employee involved.**

#### 24.04 Personal Leave

Personal leave is intended to allow an employee to access time away from work, without loss of pay, to balance work and personal commitments or to attend unforeseen and/or emergent personal circumstances.

Personal leave credits are deposited into your bank on April 1st of each year. Full-time employees will receive a maximum of fifty-six (56) working hours per year. Part-time, casual and term employees are credited with a pro-rated number of hours corresponding to the expected hours of work.

Requests for leave are to be made to **the employer** using the **Application for Time Off Form**.

Whenever possible, personal leave days should be scheduled at a time that is mutually agreed between the employee and the employer.

#### 24.05 Jury Duty

Time spent by an employee required to serve as a juror, subpoenaed witness, or to attend jury selection shall be considered as time worked at the appropriate rate of pay. Payment received from the courts will be returned to the employer.

#### 24.06 Time Off for Voting

Employees shall, with no pay deductions on federal, provincial, **First Nation or other Indigenous elections**, and civic election days, be allowed time off as required under applicable legislation. Present statutes require that employees have three (3) consecutive hours before closing of polls for provincial and federal elections. The employer shall determine the schedule for **employees** working on election days to ensure adequate staffing.

#### 24.07 Compassionate Care Leave

Employees shall be entitled to take compassionate leave, without pay, in accordance with the Federal Employment Compassionate Care Legislation, to care for a current or former family member who is gravely ill.

The employee may request an extension to the leave in writing and the extension shall not be unreasonably denied.

#### 24.08 Bereavement Leave

Upon request, on the death of a family member, as defined below, an employee shall be granted bereavement leave with pay from scheduled work occurring between the date of death and two (2) days after the funeral as follows:

- a) Upon the death of a family member such as father, mother, sister, brother, spouse, common-law spouse, fiancé, child, step-child, grandchild, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, former guardian or someone with whom the employee has an equivalent relationship, the employee shall be granted bereavement leave with pay for four (4) days.
- b) An employee shall be granted bereavement leave with pay to the limit of two (2) days to attend the funeral of an aunt, uncle, cousin, niece, nephew, close friend, or someone with whom the employee has an equivalent relationship.
- c) Where the employee acts as an active pallbearer, the employee shall be granted bereavement leave with pay, up to four (4) hours.
- d) Where an employee is required to travel over five hundred (500) kilometres or more one way to attend the funeral the employee shall receive a maximum of two (2) additional days leave without loss of pay and benefits based on their scheduled shifts. Such leave shall be continuous with the leave as defined in the preamble above.
- e) Where there is a memorial service instead of a funeral, the period of absence from the workplace for the purposes of bereavement leave shall be the same.
- f) Where there has been a funeral, an employee may access one (1) day of bereavement leave for the purpose of attending a memorial service or an interment so long as the total period of absence does not exceed the maximum as per a) through d) above and the memorial service or interment occurs within one (1) year from the date of death.

- g) Employees may request to use vacation, Time off in Lieu Bank or unpaid leave of absence as may be required for this purpose.

#### 24.09 Parental Leave (Maternity, Paternity, Adoption)

- a) An employee who makes application for leave under this Article at least one (1) month in advance of the requested start date:
  - i. And who provides her immediate supervisor with a medical certificate certifying that they are pregnant and specifying the estimated due date is entitled to and shall be granted maternity leave for a period not exceeding eighteen (18) months.  
  
If an employee's original request for maternity leave was less than eighteen (18) months, they shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.  
  
Where in the opinion of the employee's medical practitioner, a further extension of the leave is necessary for medical reasons, such leave shall be extended as an unpaid medical leave.
  - ii. And who provides their immediate supervisor with proof of adoption of a child shall be granted adoption leave for a period not exceeding eighteen (18) months, which shall not commence prior to the date at which the child becomes available for adoption.
  - iii. And requires parental leave shall be granted leave for a period of up to eighteen (18) months duration.
- b) No employer shall dismiss, or layoff, an employee solely because they are pregnant or has applied for leave in accordance with section a) above.
- c) With fourteen (14) days notice, an employee may return prior to the expiration of the leave.

#### 24.10 Interpersonal Violence Leave

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 intimate partner violence or abuse in their personal life and who has been working for the employer for a minimum of thirteen (13) weeks, is entitled to 5

paid days and 5 unpaid days of leave in consecutive or intermittent days in a fifty-two (52) week period, as needed by the employee. After 10 days, an employee may request to use other applicable leave provisions as per the collective agreement.

All parties must disclose information when there is a clear threat to safety. The union and Employer should not disclose more personal information than is reasonably necessary to protect workers from injury.

Information should be shared:

- In emergency situations
- For threat assessment
- For safety planning
- For the effective implementation of protective orders.

In these cases, privacy and confidentiality should be maintained to the extent possible. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning intimate partner violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.

The parties understand intimate partner 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.

The employer may request written evidence from persons identified in *The Victims of Interpersonal Violence Act* to verify the circumstances of the leave.

#### 24.11 New Canadians

Special leave, with pay, shall be granted to an employee to attend their citizenship examination and to attend the swearing in ceremonies of new Canadians involving self, spouse, sons, daughters, and parents.

### ARTICLE 25 – PAY ADMINISTRATION

#### 25.01 Salaries

The wage schedule covering employees occupying positions in the classification plan shall be set out in Schedule “A”, forming part of this agreement.

25.02 Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Schedule "A".

25.03 Pay Periods

Employees shall be paid bi-weekly.

25.04 Statement of Earnings

Every employee shall have online access to their statement of earnings for each pay period, showing the gross amount earned, itemized deductions, net amount payable, vacation credit, statutory pay, and statutory day worked.

25.05 Changes in Pay Range

When a higher pay range is assigned to a position, the employee shall move to the same step in the new range as held in the previous range.

ARTICLE 26 – DUTY TO ACCOMMODATE

26.01 Accommodation of Employees

a) General

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

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

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

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

- iii) If the employee cannot, then determine if they can perform another job in its existing form;
- iv) If the employee cannot, then determine if they can perform another job in a modified form;
- v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

NOTE: All options shall be considered when accommodating employees.

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

b) Medical Information

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

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

- i) A prognosis for recovery, with or without limitation;
- ii) A clear opinion as to the employee's fitness to return to work;
- iii) An opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;
- iv) How long any limitations may last.

Any charges for such medical documentation, shall be reimbursed by the employer through direct bill from the physician to a maximum of \$25.00.

c) Accommodation Meetings

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

## ARTICLE 27 – GENERAL

### 27.01 Breaks

The union and employer recognize that due to the nature of the work, breaks may look different from day to day. Employees will stay in the home while taking their break and will take their break (i.e. in a continuous span or broken up) based on the needs of the home and the residents.

- a) Employees who work a minimum of five (5) hours shall receive a thirty (30) minute paid break per shift.
- b) Employees who work a minimum of eight (8) hours shall receive a forty-five (45) minute paid break per shift.
- c) Employees who work less than five (5) hours, shall receive one (1) fifteen (15) minute paid break per shift.

### 27.02 Rest Periods

The employer shall provide at least eight (8) consecutive hours of rest between shifts, except as mutually agreed otherwise by the union and the employer.

## ARTICLE 28 – TERMS OF THIS AGREEMENT

### 28.01 Duration

This agreement shall be binding and shall remain in effect as and from **June 1st, 2023**, and shall continue until **March 31st, 2026**, and then from year to year, except as provided for in Article 28.02 and 28.04.

Both parties shall adhere to the terms of this agreement during collective bargaining. If negotiations extend beyond the termination of the agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

### 28.02 Changes

Any changes deemed necessary in this agreement may be made by mutual agreement, in writing, at any time during the existence of this agreement.

28.03 Notice of Changes

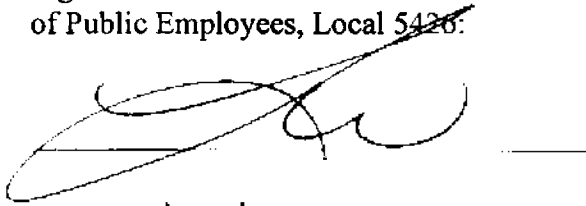
Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the expiry date, give notice in writing, to the other party of the changes proposed.

28.04 Wage Re-opener


Should government initiatives result in improved funding for wages or benefits, the parties shall meet to negotiate revisions to this agreement. The employer shall follow the guidelines pertaining to time of and allocation of funds provided by the government.

Dated this 29 day of January, 2026.

Signed on behalf of the Canadian Union  
of Public Employees, Local 5426:

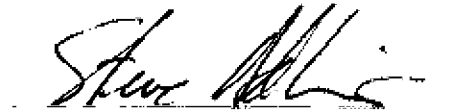


Jennifer Mitchell



Kindale Mitchell

Signed on behalf of Employer:



Coby McNally

**SCHEDULE "A"**  
**Wage Schedule**

<b>Position</b>	<b>Start Date</b>	<b>1 Year</b>	<b>2 Year</b>
<b>Program Assistant/ Shift Operator</b>	<b>\$19.77</b>	<b>\$21.85</b>	<b>\$24.03</b>
<b>Relief Program Assistant / Shift Operator</b>	<b>\$19.77</b>	<b>\$21.85</b>	<b>\$24.03</b>
<b>Team Leader</b>	<b>\$25.46</b>	<b>\$26.22</b>	<b>No Increase</b>

**All current staff will be placed in the Step equivalent to their years of service.**

## **SCHEDULE “B” Employee Benefits**

### **Group Benefit Plan**

#### **a) Benefit Coverage**

**The employer agrees to make available the following benefits, subject to the terms of the Saskatchewan Association of Rehabilitative Centres (SARC) benefit plan:**

**Dental, Group life, Accidental Death and Dismemberment, and Major Medical:**

- **All full-time and part-time employees who work thirty (30) hours or more per week on a regularly scheduled and continuous basis.**
- **These individual benefits are paid on a 50/50 basis between the employer and the employee. Any additional cost for family coverage is paid by the employee.**

**Long-term Disability:**

- **All full-time and part-time employees who work thirty (30) hours or more per week on a regular scheduled and continuous basis.**
- **Long-term disability is paid by the employee.**

#### **b) Change of benefits**

**The parties agree that the benefit plans may only be altered or amended by the mutual agreement of both parties.**

**LW/jr.cope491**