

COLLECTIVE AGREEMENT

Between

CYPRESS HILLS ABILITY CENTRES, INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3462**



APRIL 1, 2018 TO MARCH 31, 2023

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PREAMBLE:

The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly, prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours, wages and working conditions.

ARTICLE 1 – RECOGNITION

1.01 Recognition

The Employer recognizes the union as the sole collective bargaining agent for the employees covered by this agreement.

1.02 Correspondence

All correspondence between the parties hereto, with the exception of grievance correspondence, arising out of this agreement, shall pass to and from the Chief Executive Officer and the secretary of the union.

ARTICLE 2 – SCOPE

2.01 Scope

This agreement shall cover all employees of the Cypress Hills Ability Centres, Inc. pursuant to the Order of the Labour Relations Board.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The union acknowledges that it is the right of Cypress Hills Ability Centres, Inc. to manage the organization and to direct the working force except as limited by the terms of this agreement.

ARTICLE 4 – UNION SECURITY

4.01 Union Security

Every employee who is now or hereafter becomes a member of the union shall maintain **their** membership in the union as a condition of **their** employment and every new employee whose employment commences

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

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination

There shall be no discrimination by the union or by the Employer with respect to any employee by reason of religion, creed, marital status, family status, sex, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, of membership or activity in the union, carrying out their duties as a supervisor and/or manager, political activity, physical size, or by participation in the armed forces except as permitted in *the Saskatchewan Human Rights Code*.

ARTICLE 6 – DUES CHECK-OFF

6.01 Deductions

The Employer shall deduct initiation fees, assessment and monthly dues from the earnings of each employee in accordance with the procedure designated by the union. Such funds deducted from an employee's earnings on behalf of the union shall be remitted to the National Secretary-Treasurer of the union no later than the 25th day of the month following. **These funds will be accompanied with a completed union dues remittance form, supplied by the union. A copy of this information will be sent to the secretary treasurer of the local.**

6.02 Contact Information

The Employer will provide to the union a list of all the employees in the bargaining unit. The list will include each person's name, classification, home telephone number, home mailing address, and personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided electronically to the union contact designated by the local in February of each year or when requested by the union by providing reasonable notice.

6.03 Dues Check-Off

The Employer shall deduct initiation fees, assessment and monthly dues from the earnings of each employee in accordance with the procedure designated by the union. Such funds deducted from an employee's earnings on behalf of the union shall be remitted to the person designated by the union within two (2) weeks of the said deductions accompanied by a list (in duplicate) of the names, changes in address, hours actually worked, and the amounts deducted in the said deduction period.

6.04 Dues Authorization

The union shall furnish the Employer with dues authorization cards. The Employer agrees to have all new employees sign the dues authorization cards within thirty (30) days of commencement of employment.

6.05 Dues Receipt

The Employer agrees to record all union dues paid in the previous year on the employee's Income Tax (T-4) slips.

6.06 Monthly Statements

The Employer shall submit a monthly statement showing the names of employees appointed, promoted, demoted and separated and the effective dates hereof, which shall be sent to the secretary-treasurer of the union. In the case of each new employee, the list shall also show the employee's job classification.

6.07 Copies of Agreement

Within thirty (30) days of commencement of employment, the employee's immediate supervisor shall introduce the new employee to a union steward or representative. The steward or representative will provide the employee with a copy of the collective agreement.

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.01 Organization Chart

- (a) The Employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority of the centre, accompanied by an up-to-date list of persons in authority, up to and including the Chair of the Board of Directors.
- (b) The union shall supply the Employer with an up-to-date list of representatives, officers, stewards and members of the grievance committee. Changes shall be communicated to the Employer as soon as possible.

7.02 Employees

- (a) The Employer agrees to acquaint new employees with the fact that the collective agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. They shall also be provided with the contact information for the union representative.
- (b) **Notification of new hires and/or successful applicants - the union shall be notified of the full name, contact information, position, employment status (e.g. full-time, part-time, temporary, seasonal, casual), start dates, and work location of all employees hired into the bargaining unit. A list of all employees shall be sent to the union in the month of February of each year with the following information full name, contact information, position, employment status (e.g. full-time, part-time, temporary, seasonal, casual), start dates, and work location.**

7.03 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or representatives which may conflict with the terms of this collective agreement.

7.04 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have ready access to it and upon which the union shall

have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 8 – DEFINITIONS

8.01 For the purpose of this agreement, the following definitions shall apply:

1. A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 20.
2. A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 20.
3. Relief and casual employees are those who do not work a regular schedule but are scheduled for a specific purpose or on a call-in basis for the relief of full-time or part-time employees.

ARTICLE 9 – SENIORITY

9.01 Seniority

Seniority shall be defined as the length of an employee's service from the last date on which the employee commenced employment in a position in the bargaining unit. Seniority shall not apply during the probation period; however, once the probation period has been completed, seniority shall be credited from the last date of employment in a position in the bargaining unit.

9.02 Probationary Period

Newly hired employees shall be on probation for a period of one thousand and forty (1040) hours worked or one (1) year, whichever occurs first, with a minimum probationary period of six (6) months. **Newly hired casual employees shall be on probation for a period of one thousand and forty hours (1040) hours worked or for a period of one (1) year, whichever comes first.** The probationary period may be extended by mutual agreement in writing. During the probationary period, employee(s) shall be entitled to all rights and benefits of the agreement except that an employee who is laid off or discharged shall have no recourse to the grievance and/or arbitration procedure and may be discharged by the Employer with or without assigned cause and such discharge shall not be open to review. The union shall be notified of all such dismissals.

9.03 Accumulation of Seniority

- (a) Seniority shall be on a bargaining-unit-wide basis and shall date from the time the employee last entered the service of the Employer, provided that layoff or lack of work shall not constitute a break in seniority.
- (b) An employee's start date will be revised to recognize any period of an unpaid leave of absence greater than five (5) consecutive working days. Employees continue to maintain their seniority date while on maternity, paternity, adoption, WCB, LTD, or sick leave.
- (c) In order to implement start date seniority employees will be ranked in the order that they appear on the current seniority list. Start date seniority will be effective on the date this agreement is signed.

9.04 Maintenance of Security

Subject to Article 9.05 and Article 9.03 of this agreement, an employee shall maintain accumulated seniority.

9.05 Loss of Seniority

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

- (a) is discharged for just cause and is not reinstated.
- (b) resigns in writing.
- (c) fails to report to work after termination of leave of absence.
- (d) fails to report to work on recall after layoff within ten (10) days of being recalled unless the employee can show justifiable reason for failure to report to work.
- (e) has been continually laid off for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of layoff, whichever is the lesser
- (f) is casual and **has not notified the Employer in writing/email that they are unavailable and either declines or doesn't respond to three (3) consecutive shifts offers.**
- (g) retires from the employ of the Employer.

- (h) accepts a position with the Employer outside of the bargaining unit and has not worked in the bargaining unit for six (6) months.
- (i) An employee who is absent without leave shall, after three (3) consecutive working days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned unless it can be shown by the employee that special circumstances prevented the employee from reporting to work or from seeking authorization to miss work.

9.06 Seniority List

The Employer agrees to post an up-to-date seniority list in all workplaces covered by this agreement in the month of February of each year. The list shall include the date the employee last entered the service of the Employer. Upon proof of error, the Employer shall revise the seniority list. Copies of the seniority list and revisions thereof shall be forwarded to the union.

ARTICLE 10 – POSTING OF VACANCIES

10.01 Posting of Vacancies

All vacancies, including temporary vacancies scheduled for four (4) months or longer, shall be posted for at least seven (7) calendar days to allow employees to apply. The job posting shall include required qualifications and rates of pay. Postings shall be emailed to all casual and part-time employees as well as full time employees who are on leave at the time of the posting. The employee is responsible to ensure their email address is current.

Applications for vacant positions must be made in writing to the Chief Executive Officer or designate by the specified closing date.

10.02 Filling of Vacancies

In all cases of filling vacancies, the following factors shall prevail: the qualifications, ability and experience of the employee. Where qualifications, ability and experience are relatively equal, the senior applicant shall be awarded the position. The Employer shall **provide the name of the successful applicant to the union.**

10.03 Trial Period

Where appointment is made from an applicant who is already employed by Cypress Hills Ability Centres, Inc., the successful applicant shall be allowed a trial period of five hundred and twenty (520) hours or three (3) months, whichever occurs later, from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority. A trial period shall not apply to employees that have previously had a trial period in the same classification within the preceding two (2) year period.

10.04 Creation of New Positions and Classifications

Rates of pay for any new classification or reclassification of any existing positions within the scope of this agreement that may hereafter be established shall be subject to negotiations between the union and Employer. Any newly created positions in the new classification shall be subject to the posting provisions in Article **10.01**.

10.05 Performing Duties of a Higher Paid Classification

Any employee temporarily required to perform the duties of a higher paid classification or position shall receive six dollars (\$6.00) for each day so worked over and above the employee's regular rate of pay. A relief assignment of less than one day shall not apply to circumvent the above stated provision.

10.06 Performing Duties of a Lower Paid Classification

When an employee is required by the Employer to perform temporarily the duties of a lower paid classification or position, the employee shall not suffer any reduction in earnings.

10.07 Pay Upon Promotion

The salary of an employee promoted to a higher classification shall be advanced to that step in the scale which is next higher than the current salary rate, the new rate of pay shall be implemented on the date of promotion.

ARTICLE 11 – LAYOFF AND RECALL

11.01 Notice of Layoff

Notice of termination or layoff of employees shall be as provided in the *Saskatchewan Employment Act*.

11.02 Role of Seniority in Layoffs

When reducing the full-time or part-time staff, senior employees shall be retained, provided they are able and qualified to do the work.

11.03 Recall of Employees

Employees laid off in accordance with Article 11.01 shall be returned to work in positions for which they have the qualifications and ability, as determined by the Employer, to handle the work performed, in order of seniority.

11.04 Notice of Recall

In the event of recall of a full or part-time employee for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. It shall be the responsibility of the laid off employee to keep the Employer advised of their current address. If the employee fails to do so, the Employer shall not be responsible for failure of a notice sent by registered mail to reach the employee.

The employee concerned must notify the Employer by registered letter within five (5) days of the mailing of such letter, stating **their** acceptance or refusal of the employment offered and **their** intention of reporting to work within the time limits specified in Article 9.05(d). In the event the Employer does not receive such registered letter from the employee within the stated five (5) day period accepting employment, or the employee fails to report within the required time limits, the said employee shall be deemed to be terminated.

11.05 Continuation of Benefits

During a layoff, employee(s) shall maintain, but not accrue, all previously earned benefits, subject to the terms of such plans; and shall also maintain, but not accrue, all service credits.

ARTICLE 12 – DISCIPLINE, SUSPENSION AND DISCHARGE

12.01 Investigative or Disciplinary Meeting

- (a) Where the Employer intends to meet with an employee for investigative or disciplinary purposes the employee shall be notified in writing or by email within fifteen (15) days of the incident or within fifteen (15) days of the employer becoming aware of the incident.**
- (b) The Employer shall provide the employee reasonable written notice of investigative and disciplinary meetings. Reasonable notice shall not be less than twenty-four (24) hours. Such notice will be delivered to the employee.**
- (c) The notice shall include the purpose of the meeting, including but not limited to, subject of the matter, date of the incident, if known, and notice of their right to have union representation at the meeting and whether it is an investigative or disciplinary meeting. The employee and/or the union are responsible to ensure union representation is present. The member or union representative may request an alternate date/time for the meeting.**
- (d) If union representation is refused, the Employer shall provide to the union a written confirmation of such refusal, with a copy of the document being supplied to the employee if requested. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given a minimum of twenty-four (24) hours to arrange union representation.**
- (e) The Employer reserves the right to invite the union to a meeting to which an employee has refused union representation.**
- (f) The Employer shall advise the employee in writing of the reasons for any disciplinary action taken and a copy shall be submitted to the union in a timely fashion.**
- (g) If the employee concerned wishes to respond they may do so in writing and such response will be attached to the file.**

12.02 Progressive Discipline

The Employer shall maintain a policy on discipline which follows the principles of progressive discipline.

12.03 Personnel Records

An employee's personnel record shall be accessible to **them**, upon request, in the presence of **their** supervisor.

All employees shall be notified of any letters placed in their personnel file. Should an employee over a two (2) year period not have any job performance or disciplinary issues, any previous letters shall be removed from their file except documentation regarding client abuse and/or criminal charges relevant to the Employers operation. In such cases this documentation will remain on the file.

Documentation removed from the file shall be archived as per the Employer's policy.

ARTICLE 13 – NO STRIKE OR LOCKOUT

13.01 No Strike

No employee bound by this collective agreement shall strike during the term of this collective agreement.

13.02 No Lockout

The Employer shall not cause a lockout during the term of this collective agreement.

ARTICLE 14 - EMPLOYEE PERFORMANCE REVIEW

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read and discuss such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and, if requested, shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

The employee shall have the right to respond in writing to such review within seven (7) days and such response shall become a part of the record.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01

- (a) After a grievance has been filed by the union it becomes property of the union.
- (b) The union shall supply the Employer an up-to-date list of representatives, officers and stewards including indicating which representatives are authorized to file the documents for grievances.
- (c) The employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the union.

15.02 Grievance Defined

A grievance shall be defined as any dispute between the Employer and any employee(s) or the union regarding the interpretation, operation or application of this agreement.

15.03 Submission of Grievance

Any grievance submitted shall be in writing, and shall specify the article and section, **if applicable**, of the agreement to have been violated and the redress or adjustment requested.

The Employer recognizes the employee's right to be represented by the union at any meetings with the Employer during the grievance procedure. Such union representatives shall not suffer loss of regular pay as a result of time spent in such meetings.

15.04 Time Limits to Submit Grievance

No grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint comes to the attention of, or should have come to the attention of, the employee or employees concerned.

15.05 Grievance Procedure

Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such differences through the following procedure:

An employee who may have a grievance **or dispute, excluding those regarding discipline**, shall first seek settlement through informal discussion with the immediate out-of-scope supervisor.

Step 0:

Prior to a grievance being submitted at Step 1, the union will discuss, with the manager or designate, any difference or dispute between the employer and any employee(s), and/or the union pertaining to any issues that may lead to a grievance as defined in Article **16.02**.

Step 1:

The **union** shall present a written grievance to their immediate out-of-scope supervisor within fourteen (14) days of discovery of the cause for complaint. The immediate out-of-scope supervisor shall give a written decision within fourteen (14) days.

Step 2:

Failing satisfactory resolution of the grievance at Step 1, the **union** officer shall refer the matter to the Chief Executive Officer or designate, in writing, within fourteen (14) days of having received the decision of the immediate out-of-scope supervisor. The Chief Executive Officer or designate shall discuss the grievance with the employee, steward or officer within seven (7) days of receipt of the grievance and shall render a written decision within seven (7) days of the discussion.

15.06 Permission to Leave Work

Any employee(s) who feel they have a grievance may request permission from their supervisor or designate to leave work temporarily, in order to discuss the grievance with a union representative. Neither the employee(s) nor the union representative shall suffer loss of pay while on shift. Subject to operational requirements, such discussions shall take place as soon as possible.

15.07 Referral to Arbitration

Failing satisfactory settlement of the grievance in Step 2, the matter may be referred to arbitration by either party within fourteen (14) days, provided that if it is not so referred, the grievance shall be deemed to have been settled.

15.08 Expedited Grievances

Grievances arising from suspension and/or dismissal shall be initiated at Step 2 and shall be processed in accordance with the procedure outlined above.

15.09 Extension of Time

Time limits set out in the grievance procedure may be extended only by agreement in writing of both parties.

15.10 Board of Arbitration

Where a grievance has been referred to arbitration, the parties shall firstly attempt to agree to appoint a single arbitrator. In the event that the parties are unable to agree to a single arbitrator, a Board of Arbitration shall be established in accordance with the *Saskatchewan Employment Act*.

15.11 Certain Rules and Procedures Applying

The rules and procedures set forth in the *Saskatchewan Employment Act* shall apply to any arbitration proceedings under this agreement as though the arbitrator was an arbitration board.

15.12 Expenses of Arbitration

Each party shall pay one-half (1/2) of the fees associated with the arbitration. The parties will be responsible for the costs associated with their witnesses and representatives or lawyer.

15.13 Initiation of Special Meetings

Nothing shall preclude the two parties to this agreement from meeting at any stage of the foregoing procedures in an attempt to resolve the dispute(s).

15.14 Decision

The decision of the arbitrator or arbitration board, as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the union because of the grievance being arbitrated.

The arbitrator or arbitration board, as the case may be, shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 Leave of Absence

An unpaid leave of absence may be granted to an employee insofar as the regular operation of the organization will permit and provided the employee furnishes a valid reason for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least fourteen (14) calendar days in advance.

The Employer shall respond to all requests for leave of absence within **fourteen calendar days**.

An employee granted a leave of absence shall not earn sick leave credits, annual vacation credits or paid holiday pay for the entire period granted.

16.02 Union Leave

Insofar as efficient operations will permit, a maximum of two (2) designated employees shall, upon giving not less than seven (7) calendar days notice, be granted leave of absence without pay to attend business meetings, schools, seminars, and conventions in connection with union affairs. Such leave shall be for a maximum of ten (10) calendar days on any one occasion.

An employee granted union leave shall **continue to** earn sick leave, **and seniority** but shall not earn annual vacation credits or paid holiday pay for the entire period granted.

16.03 Leave of Absence for Court Duty

An employee who is summoned to serve as a juror or is subpoenaed as a witness shall be granted an unpaid leave of absence.

If the employee is excused from jury or witness duty for the remainder of the day or days, **they** shall report back to work.

An employee granted leave for court duty shall not earn sick leave credits, annual vacation credits or paid holiday pay for the entire period granted.

16.04 Paid Bereavement Leave

A full-time or part-time employee shall be granted **five (5) days** leave without loss of pay and benefits **per calendar year** in the case of death of a **member of their immediate family which includes their parent, spouse, fiancé, brother, sister, grandparent, grandchild, or child. A full-**

time or part-time employee shall be granted three (3) days leave without loss of pay and benefits in the case of death of an extended family member, which includes mother-in-law, father-in-law, brother or sister-in-law, grandparent, grandchild, former guardian, **uncle, aunt**, step equivalency or some other person with whom the employee has had a similar relationship, or any other relative for whom an employee is required to administer bereavement responsibilities.

Such leave may be extended up to five (5) **consecutive** days, depending upon the circumstances.

16.05 Maternity, Parental and Adoption Leave

Employees may be granted maternity, paternity and adoption leave as provided by the ***Saskatchewan Employment Act***.

An employee granted maternity, paternity and adoption leave shall not earn sick leave credits, annual vacation credits, or paid holiday pay for the entire period granted.

16.06 Personal Leave

All Day Program employees working at the Ability Centre will continue to be entitled to four (4) days leave with pay each year. The scheduling of these days shall be determined by the Employer with the Employer having the discretion to schedule these days when clients are not reporting to the Ability Centre.

16.07 Compassionate Leave

Full-time or part-time staff shall be granted five (5) days leave without loss of pay and benefits per calendar year in the event of serious life-threatening illness of the employee's parent, spouse, fiancé, or child. Employees may be required to provide medical documentation to support the claim.

Full-time or part-time staff shall be granted three (3) days leave without loss of pay and benefits per calendar year in the event of serious life-threatening illness of the employee's brother, sister, grandparent, or grandchild. Employees may be required to provide medical documentation to support the claim.

Such leave may be extended up to five (5) consecutive days, depending upon the circumstances.

ARTICLE 17 – STATUTORY HOLIDAYS

17.01 Statutory Holidays

Employees shall be entitled to regular wages for all statutory holidays designated as public holidays in the *Saskatchewan Employment Act*, where any holiday falls on the employee's regular work day.

Designated public holidays are:

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

When New Year's Day, Christmas Day, or Remembrance Day falls on a Sunday, the Monday following shall be observed as a public holiday.

Where an employee's hours vary from day to day, the "regular wage" is calculated by averaging wages in accordance with the following formula:

$$A = \frac{W}{20}$$

Where W is the total of the wages earned by the employee during the four (4) weeks immediately preceding the public holiday, exclusive of overtime.

Employees who work on a public holiday are entitled to pay at the rate of time and one-half in addition to regular wages.

ARTICLE 18 – ANNUAL VACATION

18.01 Vacation Year

Vacation year means the twelve (12) month period commencing on the first (1st) day of January in each calendar year and concluding on the thirty-first (31st) day of December of that year.

Each employee who completes one (1) year of service with the organization shall be entitled to three (3) weeks annual vacation and 3/52nds of total wages for vacation pay.

In the event of termination prior to one (1) year's service, the employee shall be entitled to 3/52nds of total wages earned to the date of termination.

After ten (10) years of service, the employee shall be entitled to four (4) weeks annual vacation. Employees entitled to four (4) weeks annual vacation shall receive 4/52nds of their total wage for the past year as annual vacation pay.

18.02 Vacation Scheduling

- (a) Vacation requests must be submitted in writing to the **Chief Executive Officer** or designate by **November 1st** of each year and vacation schedules shall be posted no later than **November 30th**. **Each employee shall indicate a minimum of three (3) alternative dates for vacation, listing them in order of preference. An employee shall be entitled to receive annual vacation in one continuous and uninterrupted period or broken up periods of vacation.** Vacation requests received prior to **November 1st** for the following year will be granted based on seniority, subject to operational requirements and management approval. **For any vacation requests received prior to November 1st that cannot be granted, employees will be required to reapply for annual vacation under the process by December 5th.**

- (b) **Vacation requests received that are not part of the annual vacation process as above will be granted on a first come, first serve basis, subject to operational requirements and management approval. Such vacation requests must be submitted at least one (1) month before that requested period of leave is to commence. Approval for requests not part of the annual vacation process shall receive a written response within fourteen (14) days of receipt of the request.**

- (c) **Vacation requests and schedules will not normally be changed once they've been approved, except if mutually agreed between the Chief Executive Officer and the employee or in cases of emergency.**

ARTICLE 19 – HOURS OF WORK

19.01 Hours of Work and Overtime

- (a) The Employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation. The Employer agrees to post monthly schedules of work at least seven

(7) days in advance. Employees required to change their schedule will be given at **one weeks** notice of change, except in **unexpected, unusual, or emergent circumstances.**

- (b) Should the Employer choose to change the hours of work scheduling model the implementation shall be subject to negotiation between the parties.
- (c) **Except for those employees identified in Article 20.03,** authorized hours worked by employees in excess of the hours specified in this article shall be paid as provided by the *Saskatchewan Employment Act.*

19.02 Hours of Work for Direct Service Professionals

- (a) Full-time hours shall consist of up to twelve (12) consecutive hours as scheduled by the Employer. Employees shall be scheduled to work no more than five (5) days straight unless otherwise agreed.

Overtime shall be payable after one hundred sixty (160) hours averaged over a four (4) week period.

- (b) **Full-time hours for direct support professionals working at the Ability Centre shall not exceed eight (8) hours per day.**
- (c) Normal hours of work for the **supportive independent program worker**, program support worker and the **supportive employment job coach/specialist** shall not exceed twelve (12) hours per day or eighty (80) hours average over a two (2) week period.

19.03 Hours of Work for Group Home Operators

Full-time hours shall consist of up to twenty-four (24) consecutive hours as scheduled by the Employer. Employees shall be scheduled to work no more than four (4) days straight unless otherwise agreed. Days worked shall equal the number of days off throughout the year. Payment for working this schedule will be as per Section 2 – 15(1) of the *Saskatchewan Employment Act Regulations* and the *Residential Services Facilities Regulations.*

19.04 Meal Breaks

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

Employees shall be entitled to a paid meal break that is at least thirty (30) minutes' duration within every five (5) consecutive hours of work.

19.05 Rest Periods

The Employer shall provide at least eight (8) consecutive hours of rest between shifts except in emergent circumstances or as mutually agreed otherwise by the union and the Employer.

19.06 Call in List

(a) The Employer shall develop call-in lists as required and a copy of the list provided to the union. Employees shall provide their availability monthly and keep it updated. Call-ins shall be offered to casual and part-time employees who are qualified and capable of performing the required work without orientation on an equitable basis while considering the following.

- Seniority;**
- Employee availability;**
- Current and retention of casual employees;**
- Urgency of filling the shift(s); and**
- The organization's regular staffing patterns,**

(b) Any last-minute availability shifts with less than forty-eight (48) hours' notice shall be offered to the first employee who accepts the shift.

(c) The Employer shall provide part time and casual employees orientation in all facilities in order that employees may be eligible to be on the casual list.

19.07 Exchanging of Shifts

All requests to exchange shifts must be in writing and are subject to approval by the Employer.

19.08 Time Off in Lieu of Overtime

Upon mutual agreement between the Employer and the employee, time off in lieu at the appropriate overtime rate may be taken at a mutually agreeable time.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which:

- (a) the employee was unable to work by virtue of being sick or disabled; or
- (b) the employee attended an out-of-town medical appointment; or,
- (c) an employee shall be granted a maximum of three (3) days per **year** if they are required to take a member of their immediate family (as per Article **16.06**) to a medical appointment or is sick. The three (3) days will be taken from their sick leave credits; or
- (d) because of an accident for which compensation is not payable under the *Workers' Compensation Act*, ***SGI Auto Act***, or **any other insurance where the employee receives wage replacement, excluding any required waiting periods for which the employee can provide proof**; or
- (e) In the opinion of the Employer, the employee's presence constitutes a health hazard for the residents and all other employees, and the employee was instructed by the Employer to leave the employee's place of duty. **A medical certificate may be requested by the Employer or provided by the employee. Should the certificate indicate the employee is not a health hazard; any time lost shall not be deducted from the employee's sick leave credits. If there is a cost for the medical certificate, the Employer shall reimburse the employee.**

20.02 Accumulation of Sick Leave Credits

All full-time employees except as otherwise provided in this agreement shall earn sick leave at the rate of one and one-half (1 ½) days per month of service. Sick leave credits for part-time employees shall be earned on a pro rata basis based in direct relation to their hours worked as compared to those of a full-time employee.

20.03 Maximum Accumulation of Sick Leave Credits

Accumulation of sick leave credits shall be allowed to a maximum of twelve (12) days.

20.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits of all normal working hours absent for sick leave (exclusive of paid holidays).

20.05 Proof of Illness

A doctor's note may be required for any period of sick leave and shall be required for any period of sick leave longer than three (3) scheduled workdays. Such proof of illness shall be paid for by the Employer. If the Employer requires a doctor's certificate the cost shall be paid for by the Employer.

20.06 Notification of Illness

Employees claiming sick leave shall notify the Employer by calling the designated supervisor **or person on call**, at least two (2) hours before the employee would normally report for work. Failure to do so may result in non-payment of sick leave for that shift. Employees on a long-term illness shall notify the Employer as soon as possible of the expected date of return to work.

20.07 Posting of Sick Leave Credits

In the month of February employees will be informed of their sick leave accumulation.

20.08 The Duty to Reasonably Accommodate

Accommodation of employees within the workplace is a shared responsibility between the Employer, the union and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation and make every reasonable effort, short of undue hardship, to provide a suitable accommodation for employees that became disabled. **The Employer shall maintain a policy on workplace accommodation.**

If required, the employee's co-workers will be reminded of their legal responsibility to the duty to reasonably accommodate an employee.

ARTICLE 21– PENSION AND BENEFITS

21.01 Benefits

The Employer agrees to make available long term disability insurance, accidental death and dismemberment insurance, life insurance and dental coverage, subject to the terms of the plans, to all eligible employees. Premiums (for single rates) shall be cost shared between the Employer and the employee on a fifty-fifty basis.

21.02 Pension Plan

The Employer agrees to make available to all eligible employees a pension plan with terms, conditions, benefits and costs identical to the terms, conditions, benefits and costs of the plan administered by SARC, effective October 1, 1997, provided government funding is available. The costs of the plan will be shared equally between the employee and the Employer.

All employees currently enrolled in the plan will maintain enrolment.

ARTICLE 22 – SHOE ALLOWANCE

One pair of boots every two years to a maximum of \$100.00 for the workshop supervisor who is required to wear special footwear by the Employer.

ARTICLE 23 – TRANSPORTATION

Employees who agree and who are authorized by the Employer to use their own vehicle for work-related purposes shall receive the **Public Services Commission** kilometer rate to maximum of **\$2.00** per day.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 Technological Change

If, as a result of the Employer introducing new equipment or major changes in operating methods or dissolution of departments, certain job classifications shall no longer be required, the Employer shall anticipate these changes and conduct a program of training and transfer of the employees affected prior to change in accordance with the provisions of the *Saskatchewan Employment Act*.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

25.01 The union and the Employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for the Occupational Health and Safety Committees as provided for under Part 3-Occupational Health and Safety of the *Saskatchewan Employment Act* shall be carried out.

25.02 Health and Safety Committee

- (a) The union and the Employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for Health and Safety Committees as provided for under the *Occupational Health Act* shall be carried out.
- (b) An employee or group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate supervisor who will investigate immediately and take remedial action.

25.03 Respectful Workplace

The Employer and the union agree that every employee and all representatives of the Employer shall be entitled to a respectful workplace. Neither the Employer nor the union will condone any improper behaviour on the part of any person which would jeopardize the dignity and well-being of an employee or a representative of the Employer, and/or undermine work relationships or productivity.

ARTICLE 26 – FIRST AID CERTIFICATION

26.01 First Aid Certification

The Employer shall require that all employees hold current certification in the St. John's Ambulance First Aid Course, or equivalent, as a condition of employment. All employees with three (3) years or more of service shall be reimbursed by the Employer for the cost of registration and the cost of books required for recertification for the course.

ARTICLE 27 – PAYMENT OF WAGES AND INCREMENTS

27.01 Salary Scales

The salary scale applicable to all employees shall be as set out hereinafter in Schedule “A” of this agreement.

27.02 Payment of Wages

Employees shall be paid actual earnings on a monthly basis.

27.03 Increments

Increments shall be granted to all employees, except group home operators, on the completion of one thousand and forty (1040) hours worked. Increments shall be granted to group home operators upon completion of two thousand and eighty (2080) hours worked. Increments shall accumulate for all hours worked within the same pay grade.

Casual employees accepting a permanent position shall have their seniority recognized for purposes of being placed in the appropriate wage grid in Schedule “A”.

27.04 Statement of Earnings

The Employer shall provide all employees with a statement of earnings in accordance with Section 2- 37 of the *Saskatchewan Employment Act*. The Employer will also include vacation amounts accrued and taken to date.

ARTICLE 28 – TERM OF THE AGREEMENT

28.01 Term of the Agreement

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2018** up to and including March 31, **2023** and from year to year thereafter unless notification of desire to amend or terminate is given in writing.

28.02 Open Period

Either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date hereof, give notice writing to the other party to terminate this agreement or to negotiate a revision thereof.

28.03 Wage Reopener

Notwithstanding the provisions of Article 28 above, this agreement may be opened for negotiation of the schedule of wages as contained in Schedule "A" in the event the provincial government grants an increase in funding for wages, benefits and/or pension costs to the Employer. Any negotiated wage increase pursuant to Article 28.03 shall not exceed the amount of funding increase received from government.

It is understood and agreed in such event all the provisions of this agreement shall remain in full force and effect.

ARTICLE 29 – BARGAINING UNIT WORK

29.01 Bargaining Unit Work

Persons whose jobs, paid or unpaid, are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases of emergency, instruction, experimentation, working supervisor, volunteers, students funded by summer employment grants, fine option, new careers, or Katimavik.

Positions will not be reduced or eliminated as a direct result of utilizing volunteers; students funded by summer employment grants, fine option, or new careers programs.

NEW PROVISIONS

All provisions of this settlement shall be effective the date of signing of the collective agreement by both parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 10 DAY OF Feb., 2021

Signed on behalf of:

CYPRESS HILLS ABILITY CENTRES, INC.

PER: [Signature]

PER: [Signature]

PER: [Signature]

Signed on behalf of:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3462

PER: [Signature] - President

PER: Chastidie New.

PER: [Signature]

AN/cf/tg.cope491

SCHEDULE A	Start 1040 Hours	1041-2080 Hours	2081 + Hours
Direct Service Professionals	\$17.31	\$18.31	\$19.03
Relief/Casual Direct Service Professionals	\$14.61	\$14.61	\$14.61

SCHEDULE A	Start 1040 Hours	1041 -2080 Hours	2081 + Hours
Supervisors (Day Program & Shaunavon Group Homes	\$17.86	\$19.32	\$19.96

SCHEDULE A	Start 2080 Hours	2081- 4160 Hours	4160 + Hours
Live In Group Home Operators	\$11.89 (H)	\$12.19 (H)	\$12.54 (H)
Relief/Casual Staff Operators	\$11.89 (H)	\$12.19 (H)	\$12.54 (H)

Sleeping Night Shift (GLH 1 & 2)	Minimum Wage as Per Labour Standards
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April 2018- March 2019

SCHEDULE A	Start 1040 Hours	1041-2080 Hours	2081 + Hours
Direct Service Professionals	\$17.48	\$18.49	\$19.22
Relief/Casual Direct Service Professionals	\$14.75	\$14.75	14.75

SCHEDULE A	Start 1040 Hours	1041-2080 Hours	2081 + Hours
Supervisors (Day Program & Shaunavon Group Home)	\$18.03	\$19.51	\$20.15

SCHEDULE A	Start 2080 Hours	2081 – 4160 Hours	4160 + Hours
Live In Group Home Operators	\$12.00 (H)	\$12.31 (H)	\$12.66 (H)
	\$288.00 (D)	\$295.44 (D)	\$303.84 (D)
Relief/Casual Staff Operators	\$12.00 (H)	\$12.31	\$12.66

Sleeping Night Shift (GLH 1 & 2)	Minimum Wage as Per Labour Standards
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April 2019- March 2020

SCHEDULE A	Start 1040 Hours	1041-2080 Hours	2081 + Hours
Direct Service Professionals	\$17.93	\$18.99	\$19.71
Relief/Casual Direct Service Professionals	\$15.57	\$16.32	17.93

SCHEDULE A	Start 1040 Hours	1041-2080 Hours	2081 + Hours
Supervisors (Day Program & Shaunavon Group Homes)	\$18.49	\$20.01	\$20.68

SCHEDULE A	Start 2080 Hours	2081 – 4160 Hours	4160 + Hours
Live In Group Home Operators	\$12.31 (H)	\$12.62 (H)	\$12.66 (H)
	\$295.44(D)	\$302.88 (D)	\$311.52 (D)
Relief/Casual Operators	\$12.31 (H)	\$12.62 (H)	\$12.66 (H)

Sleeping Night Shift (GLH 1 & 2)	Minimum Wage as Per Labour Standards
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April 2020- March 2021