

Collective Agreement

between



and



Local 5435

April 1, 2021 to March 31, 2024

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## **ARTICLE 1 – PURPOSE**

It is the purpose of this agreement to provide a framework that:

- a) represents a respectful relationship between CBI Health Group (the Employer) and CUPE Local 5435 (the Union) and provides just working conditions;
- b) recognizes the mutual value of joint discussions and negotiations in all matters pertaining to working conditions; and
- c) promotes morale, wellbeing, and security of all employees in the bargaining unit, in an atmosphere of mutual dignity and respect.

## **ARTICLE 2 – SCOPE**

This agreement shall cover all employees represented by the Union pursuant to an order of the Saskatchewan Labour Relations Board unless mutually agreed otherwise by the Union and the Employer.

Unless agreed otherwise by the Union and the Employer, all newly created CUPE related positions shall be placed within the scope of the bargaining unit in accordance with the process outlined by the Labour Relations Board.

This agreement covers all employees employed by We Care Health Services Limited and/or CBI Limited operating as CBI Health Group working in residential and transitional care homes, referred to as Specialized Community Services (SCS) in Saskatoon, Saskatchewan, except:

the Director(s), Residential & Transitional (SCS) (MB/SK), Senior Manager(s), Operations (RTH SK), Project Manager(s), Business Manager(s) (MB/SK), Residential Operations Manager(s), Transitional Operations Manager(s), Maintenance & Facilities Manager(s), Clinical Care Managers, Scheduling Coordinators, Clinical Educator(s), supervisory employee(s), Administrative Assistant(s) and Receptionist(s).

## **ARTICLE 3 – DURATION OF AGREEMENT**

- 3.01 This agreement shall be in force and effect from the first (1<sup>st</sup>) day of April 2021 until the thirty-first (31<sup>st</sup>) day of March 2024, and thereafter from year to year, unless by mutual consent of both parties and where notification to amend is providing in writing.

### 3.02 Changes to the Agreement

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

### 3.03 No Strikes or Lockouts

The Union agrees that during the term of this agreement, there will be no strikes, slowdowns, or stoppage of work, and the Employer agrees there will be no lockouts.

## **ARTICLE 4 – NO OTHER AGREEMENTS**

- a) No employee or union shall be required or permitted to make a written or verbal agreement with CBI Health Group or employer or any of their designated representatives which may conflict with the terms of this agreement.
- b) No employer shall be required or permitted to make a written or verbal agreement with the union or local of the union or any of their designated representatives which may conflict with the terms of this agreement.

## **ARTICLE 5 – DEFINITIONS**

- a) “Employer” shall mean CBI Health Group and/or We Care Health Services Limited and/or CBI Limited.
- b) “Employee” or “employees” shall mean any person who is covered by this collective bargaining agreement.
- c) The “union” shall mean the Canadian Union of Public Employees, Local 5435.
- d) “Full-time employee” is an employee who holds a regular rotation that provides an average of no less than forty (40) hours per week.
- e) “Part-time employee” is an employee who holds a regular rotation that provides for an average of less than forty (40) hours per week.
- f) “Casual employee” is an employee who does not hold a rotation.
- g) “Posted” shall mean a notice put up in each workplace and emailed out to each employee.
- h) “Rotation” refers to a scheduling practice to cover various shifts.

## **ARTICLE 6 – UNION SECURITY/DUES CHECKOFF**

### **6.01 Recognition**

The Employer agrees to recognize the Union as the sole collective bargaining agent for all employees covered by this agreement and agrees to negotiate with the Union, or its designated representatives, in any and all matters affecting the relationship between the Employer and the employees. The Employer also agrees that the Union may have the assistance of a staff representative of the Canadian Union of Public Employees in any negotiations or discussions between the parties to this agreement.

### **6.02 Union Membership**

- a) Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment.
- b) Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the Union as a condition of the employee's employment.
- c) Notwithstanding the above, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

### **6.03 Dues Check-Off & Remittance**

The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this collective agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15<sup>th</sup> day of the month following the one in which they were deducted.

### **6.04 Dues Supporting Documentation**

Along with the deductions, the Employer will provide:

- a) a completed union dues remittance form, supplied by the Union, and
- b) 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

- the name and address and phone number for each employee;
- the time period for which dues were deducted;
- the amount of dues deducted for the time period for each employee; and
- the amount of regular earnings for the time period for each employee.

#### 6.05 Union Representation

It is a requirement for an officer of the Union to attend any meetings the Employer and/or employer representatives have with employees pertaining to labour relations matters, discipline, or any investigation that may lead to disciplinary action being taken. Any employee who is requested to meet formally with the employer shall, prior to the commencement of such meeting, be informed of the nature of the meeting. Nothing in this article precludes the Employer's right to meet with employees at its discretion to give direction, provide coaching, and/or provide company information without the need to provide union representation.

#### 6.06 Bargaining Committee

Four (4) employees shall be allowed time off work without loss of earnings to attend negotiations with the Employer to bargain revisions to the collective bargaining agreement.

#### 6.07 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of emergency or as mutually agreed by the parties.

#### 6.08 Notice Boards

The Employer will provide a union bulletin board in each worksite. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the Union and maintained by the Union stewards.

#### 6.09 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer(s) agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-bargaining unit employee unless in the event of an emergency (e.g., pandemic) and in consultation with the Union.

## 6.10 New Employees

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

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the employee's orientation session to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

The Union will provide the Employer with copies of materials used in such session and will not disparage the employer during the presentation. Time spent making the presentation shall be treated as time worked and there shall be no loss of pay or benefits.

## 6.11 Worksite Access

The representative designated by the Union will be given access to work sites (CBI homes) to meet with employees covered by this collective agreement during their meal and other scheduled breaks, whether paid or unpaid. The Union will provide the Employer with prior notification and will establish dates and times for such meetings by mutual agreement with the Employer.

Meetings, if granted by the Employer, shall not interfere with the effective and efficient operations of the Employer and shall not interrupt or diminish the homelike atmosphere of the workplace.

## 6.12 Crossing of Picket Lines During Strike

- a) An employee covered by this agreement shall have the right to refuse to cross a picket line or to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect by a member of this union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.
- b) Notwithstanding 6.14 a), in the event of a strike or lockout at a health care facility where a picket line is in effect, employees taking clients to such facilities for medical appointments or treatments, or in the event of medical emergencies, will be required to cross picket lines to accompany clients to their appointments or health care facilities.

### 6.13 Collective Agreement Preparation and Printing

The Union will prepare the collective agreement and the cost of printing will be shared between the Union and the Employer.

### **ARTICLE 7 – MANAGEMENT RIGHTS**

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive right of the Employer to:

- a) Determine and establish standards, policies and procedures for the delivery of service to the clients of the Employer;
- b) Maintain order, discipline, and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of this agreement;
- c) Determine the number of employees required and the duties to be performed by each employee;
- d) Operate its business in a manner that is consistent with and permits the Employer to meet its obligations as may be set out in its contracts with Saskatchewan Health Authority or other contracting body;
- e) Hire, transfer, layoff, recall, promote, classify, and assign duties;
- f) Discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause in accordance with the terms of this agreement. A probationary employee may be released based on a fair and reasonable assessment.

A claim of discriminatory hiring, transfer, layoff, recall, promotion, assignment of duties or claim that an employee has been disciplined, suspended, or discharged in a manner that violates the preceding paragraph may be the subject matter of a grievance and dealt with as hereinafter provided.

Nothing in this article limits the rights of the Union from lodging a grievance in accordance with the provisions of the collective agreement as per Article 9.

## **ARTICLE 8 – DISCIPLINE**

### **8.01 Employee Documents**

- a) A copy of any document or other information placed on an employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the employee and to the Union. Responses to any document shall, upon the request of the employee, be added to the employee's file. Said document shall be removed after twelve (12) months.
- b) Prior to being placed in the employee's file, the employee will be given an opportunity to read, sign and date documents. Such signature shall not constitute agreement to said document, and refusal by the employee to sign does not prevent the document from being placed on the employee's personnel file. The Employer is to ascertain and document the employee's reasons for not signing and add it to the file.

### **8.02 Disciplinary Action**

- a) When an employee is dismissed, reprimanded, or suspended, the Employer shall advise the employee in writing of the reasons for the action taken, and a copy shall be submitted to the Union at that time.
- b) If the employee concerned wishes to respond, they may do so in writing, and such response will become part of the documentation. At the employee's request a copy of their response shall be forwarded to the Union.
- c) Documentation of disciplinary action shall be removed from the employee's file provided there has been no further discipline of a similar nature rendered within twelve (12) months of the initial discipline.
- d) Documentation of disciplinary action concerning client abuse shall be subject to a three (3) year time limit.

### **8.03 Progressive Discipline**

Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with employees whose job performance, attendance and/or conduct is not satisfactory.

#### 8.04 Union Presence

In cases where the Employer considers an employee's conduct to warrant disciplinary action (dismissal, suspension, verbal, or written reprimand), no step shall be taken other than in the presence of an officer of the Union. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

### **ARTICLE 9 – GRIEVANCE PROCEDURE**

#### 9.01 Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union arising out of the interpretation, application, administration, or alleged violation of this collective agreement or at any other labour related dispute.

#### 9.02 Informal Discussion

Nothing shall preclude the parties from attempting to resolve any grievance through informal discussion before a formal written grievance is filed nor at any step throughout the grievance procedure.

#### 9.03 Step 1

Failing resolution of the difference or dispute through informal discussion, the Union may submit a written grievance to the out-of-scope manager outlining the nature of the grievance and specifying the remedy sought.

The out-of-scope manager shall meet with the Union within five (5) business days of receipt of the grievance and render a written decision on the grievance within five (5) business days of the Step 1 meeting.

#### 9.04 Step 2

If the grievance is not resolved to the Union's satisfaction at Step 1, the grievance may be advanced to the senior manager (operations) within five (5) business days of receipt of the decision at Step 1.

The appropriate executive director or designate shall meet with the Union within five (5) business days of receipt of the grievance at Step 2 and render a written decision within five (5) business days of the meeting.

## 9.05 Dispute Resolution Options

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred, within ten (10) business days to any of the following:

a) Grievance mediation

Prior to arbitration, and by mutual agreement between the Employer and the Union, the grievance may be referred to the grievance mediation process offered by the Saskatchewan Labour Relations Board in accordance with section 6-53 of *The Saskatchewan Employment Act*. Requests for referral by either party must receive a response within ten (10) business days of receipt of the request. Upon agreement to refer, the parties shall agree to meet within ten (10) business days to review all documentation and complete a statement of facts pertaining to said grievance.

b) Full Panel Arbitration

Failing mutual agreement to a) above, the Union may refer the grievance to full panel arbitration where a Board of Arbitration shall be established in accordance with *The Saskatchewan Employment Act*. If it is not so referred, the grievance shall be deemed to be settled.

i) 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 were an arbitration board.

ii) Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The decision shall be final, binding and enforceable on both parties.

The Board shall not have the power to change this agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, the Board shall have the power to dispose of the grievance by an arrangement which it deems just and equitable.

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within fifteen (15) business days.

#### 9.06 Expenses of the Arbitration Board

a) The Board

The local of the Union and the Employer shall pay the fees and expenses of its nominee and one-half (1/2) of the fees and expenses of the chairperson.

b) Arbitration Witnesses

In the event an employee is called as a witness before an arbitration board, leave and expenses shall be applicable as follows:

- i) if called by the Employer, leave without loss of pay and expenses paid by the Employer;
- ii) if called by the Union, leave without loss of pay and expenses paid by the Union;
- iii) if called by the board, leave without loss of pay and expenses shared equally by the Union and the Employer;
- iv) if a witness is subpoenaed, the party requesting the subpoena shall be deemed to have called the witness.

#### 9.07 Time Limits

The time limits set out above may be extended by mutual agreement between the Employer and the Union.

#### 9.08 Investigation

At any stage of the grievance procedure, the parties may have the assistance of employees concerned as witnesses. All reasonable arrangements will be made to permit the parties access to the employer's premises to view any working conditions relevant to settlement of the grievance. The Union and Employer agree that, on request, appropriate information relevant to settlement of the grievance will be made available.

## **ARTICLE 10 – DISCRIMINATION AND HARASSMENT**

### 10.01 Discrimination

The Employer and the Union agree and recognize their responsibility to create a discrimination free workplace. The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, reemployment, discipline, classification, discharge, or any other action 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, gender identity, nor by any affiliation, membership, or activity in the union.

### 10.02 Harassment

Definition: Harassment means any objectionable conduct, comments, or display by a person that is directed at a worker; and is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity or; is repeated, intentional, sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential; or is repeated, intentional, offensive comments, and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation; or constitutes a threat to the health or safety of the worker.

Examples of Harassment:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes, or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, sexuality, etc.;
- displaying of pornographic, racist, or other offensive or derogatory pictures, cartoons, or printed matter;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome invitations or requests, whether indirect, explicit, or intimidating;
- leering or other gestures;
- unnecessary physical contact such as touching, patting, pinching, or punching;
- physical assault; and
- bullying.

## **ARTICLE 11 – OCCUPATIONAL HEALTH AND SAFETY**

### 11.01 Occupational Health and Safety

- a) The Union and the Employer(s), 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 – PART III – Occupational Health and Safety*, and it is further agreed that its provisions will form part of this collective agreement. There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this article.
- b) CUPE members participating on Joint Occupational Health and Safety Committees and performing their duties, as required by the committee, as outlined in *The Saskatchewan Employment Act – PART III – Occupational Health and Safety*, shall suffer no loss of pay or benefits.

### 11.02 Time off for Health and Safety Training

Where an employee attends a training program, seminar, or course of instruction on health and safety matters conducted or provided by the occupational health and safety division, or jointly between CBI Health Group and CUPE Local 5435, such attendance will be considered time worked, and the employee shall suffer no loss of pay or benefits.

### 11.03 Training of Workers

- a) The Employer shall ensure that a worker is trained in all matters that are necessary to protect the health and safety of the worker when the worker:
  - i) begins work at the place of employment;
  - ii) is moved from one work activity or worksite to another that differs with respect to hazards, facilities, or procedures.
- b) The training required must include:
  - i) procedures to be taken in the event of a fire or other emergency;
  - ii) the location of first aid facilities;
  - iii) identification of prohibited or restricted areas;

- iv) precautions to be taken for the protection of the worker from physical, chemical, or biological hazards;
- v) any procedures, plans, policies, and programs that the employer is required to develop pursuant to *The Saskatchewan Employment Act – PART III – Occupational Health and Safety* or any regulations made pursuant to the act that apply to the worker's work at the place of employment; and
- vi) any other matters that are necessary to ensure the health and safety of the worker while the worker is at work.

The Employer shall ensure that the time spent by a worker in the above training is credited to the worker as time at work and that the worker does not lose pay or other benefits with respect to that time.

The Employer shall ensure that no worker is permitted to perform work unless the worker has been trained and has sufficient experience to perform the work safely and in compliance with *The Occupational Health and Safety Act and Regulations*, or is under close and competent supervision.

#### 11.04 Personal Protective Equipment

The Employer shall provide all employees with the necessary personal protective equipment to ensure their health and safety at the worksite. The above items shall be maintained and replaced at the employer's expense.

An employee who is provided with approved and/or certified personal protective equipment shall use such equipment and take reasonable steps to prevent damage to the personal protective equipment.

#### 11.05 First Aid Kits

The Employer shall provide and maintain a first aid kit for every worksite.

#### 11.06 Occupational Health and Safety Committees

In each home where there are ten (10) or more employees, the Employer will establish an Occupational Health and Safety committee for each CBI home consisting of at least 2 employees. The committee shall not consist of more management representatives than representative appointed by the Union. The Union will appoint all employees representing workers on a committee. For homes that have fewer than ten (10) employees, one (1) employee from each such home will be appointed by the Union to sit on a larger Committee.

## 11.07 Committee Meetings

The Employer will ensure meetings of the Occupational Health and Safety Committee occur and are scheduled so that employees who are selected by the Union are available to attend the meetings. All time spent doing the work of the committee will be considered time worked, and no employee shall suffer any loss of pay or benefits.

## **ARTICLE 12 – 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 III -Occupational Health and Safety Act and Regulations*, the Employer has developed a policy 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. 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 client'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) 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 counselling.
- v) security procedures are in place to summon assistance;
- vi) no employee shall experience discrimination, coercion, or intimidation for raising concerns about violence in the workplace;
- vii) the Employer and the Union recognize that, where preventative measures have failed to prevent violent incidents, counselling and support must be available to help victims recover from such incidents.
- c) When an incident demonstrates that a client's behavior may constitute a risk to the safety of another client or staff member, a meeting shall be convened within forty-eight (48) hours, or as soon as possible thereafter, to debrief the employee about the incident and to consider and implement alternative options for care delivery to ensure the safety of the employee(s) and other client(s).

## **ARTICLE 13 – JOINT UNION/MANAGEMENT COMMITTEE**

### **13.01 Joint Union/Management Committee**

A Joint Union/Management (JUM) committee shall be established consisting of up to three (3) employees as selected by the Union and up to three (3) representatives of the Employer. A CUPE national staff representative may also be present during these meetings. Employees selected to attend JUM meetings will have time spent attending the meeting considered as time worked, and the employee will suffer no loss of pay or benefits.

### **13.02 Meetings**

The JUM committee will meet quarterly and discuss issues of mutual interest including but not limited to:

- shift rotations & break times;
- staff treatment;
- scheduling;
- staff morale;
- client care;
- vacation scheduling;
- business outlook;

- policies and procedures;
- workload; and
- general workplace issues.

## **ARTICLE 14 – SENIORITY**

### **14.01 Definition**

Seniority shall be defined as the length of service in the bargaining unit from the date the employee last entered the service of the Employer.

### **14.02 Seniority List**

- a) The Employer shall maintain a seniority list showing the seniority of each employee in the bargaining unit and who are employed by the Employer. Such lists shall be posted in places accessible to all employees and two (2) copies will be sent to the Secretary-Treasurer of the Union.
- b) Updated seniority lists shall be prepared and posted by the Employer twice a year on the 31<sup>st</sup> day of March and on the 30<sup>th</sup> day of September.
- c) The Employer will also provide the following information on March 31 and September 30 of each year:
  - list of all employees, including name, address, phone number and email address;
  - seniority date (date of hire);
  - classification; and
  - status (F/T, P/T, Casual, temporary/permanent).

### **14.03 Seniority Preference**

Senior employees will be given preference throughout the term of the collective agreement unless a specific article states otherwise.

### **14.04 Out-of-Scope**

Seniority shall be lost if an employee takes an out-of-scope position with the Employer.

## **ARTICLE 15 – VACANCIES AND NEW POSITIONS**

### **15.01 Job Postings**

- a) Job postings shall include the following information:
  - job classification (title);
  - status (full-time/part-time, temporary/permanent);
  - required qualifications;
  - pay band;
  - number of hours, length of rotation for part-time employees;
  - location;
  - date of opening and date and time of closing; and
  - where to submit the application.
  
- b) When a vacancy is to be filled or a new position is created:
  - the Employer shall post notice of the position on all designated bulletin boards throughout the workplace simultaneously for a minimum of seven (7) days so that all employees may make written application within the posted period; and
  - a copy of the posting shall be forwarded to the Union. The Employer shall provide to the Union a list of all applicants for each posting as well as a notification of the successful applicant for each posting.

### **15.02 Filling Vacancies and New Positions**

Vacancies or new positions shall be filled on the basis of seniority, qualifications, availability and ability sufficient to perform the job.

#### **i) Bidding of Vacancies**

Employees shall be entitled to bid for a new position or vacancy by means of written application.

#### **ii) Commencement of the Job**

An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless agreed otherwise between the Employer, the employee, and the Union.

iii) Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of seven (7) calendar days, with a copy forwarded to the local of the Union office.

15.03 Casual List

- a) Full-time and part-time employees shall have the ability to give up their posted rotation and move onto the casual list for their classification upon giving the Employer two (2) weeks' notice.
- b) Part-time employees can elect to add themselves to the casual list for their classification.
- c) Casual List

Casual employees wishing to be placed on the casual list shall provide their availability to the Employer on a monthly basis, including a minimum of either one (1) evening shift and/or one (1) weekend for every two (2) week period. If the employee does not update their status on the casual list for one (1) month, and work a minimum of eight (8) hours in a two (2) month period, the Employer will contact the employee and notify them that they will be removed from the list, unless there is a reason otherwise, and employment will be terminated.

**ARTICLE 16 – PROBATION AND TRIAL PERIOD**

16.01 Probationary Period

Newly hired employees shall be on probation for a period of three (3) calendar months from the date the employee commences work.

By mutual agreement between the Union and Employer, an extension may be granted. The circumstances warranting the extension, the improvements expected by the Employer, and the duration of the probationary extension must be communicated to the employee.

During the probationary period employees shall be entitled to all rights and benefits of this collective agreement.

## 16.02 Trial Period

Permanent in-scope employees who are reclassified, transferred, promoted or who successfully apply for a temporary vacancy, shall be considered on trial in their new position for one hundred and sixty (160) hours worked or one (1) month whichever occurs first, following their first day worked in their new position. During this trial period, the employee may be returned to their original position, if not considered capable, or may request to be returned to their originally held position, at their former rate of pay.

By mutual agreement of the Union and the Employer an extension may be granted. The circumstances warranting the extension, the improvement expected by the Employer and the duration of the trial period extension must be communicated to the employee.

If the employee changes from one position to another within the same classification and department/specialized area/facility/agency, there shall be no trial period.

## **ARTICLE 17 – HOURS OF WORK**

### 17.01 Scheduling Hours of Work

Employees shall be scheduled hours of work according to their posted rotation. All additional shifts will be filled by call-in.

### 17.02 Shift Rotations

A shift rotation shall be the set schedule an employee in a posted rotation works. Shift rotations shall be developed and finalized by the Employer through consultation with the Union.

### 17.03 Back Filling and Call-in

- a) When the Employer needs an additional shift or when replacing an employee who cannot work a shift from their posted rotation, the Employer shall call-in employees in order of seniority, in the following manner:
  - i) casual employees on the casual list in that classification;
  - ii) all other employees.
- b) When call-ins occur more than forty-eight (48) hours before the start of a shift, employee(s) will have three (3) hours to respond to accept the shift.

#### 17.04 Cancellation of Shifts

The Employer shall not cancel any shifts unless an emergent situation arises. If a shift is cancelled, the Employer will endeavour to provide an alternate or shadow shift in another home. If no such shift is available, employees shall receive three (3) hours pay if the shift is cancelled with less than twenty-four (24) hours' notice. If the employee is offered an alternate or shadow shift based on the same timeframe and number of hours but refuses, they shall not receive the three (3) hours of pay.

#### 17.05 Minimum of Three (3) Hours

Employees shall be paid for a minimum of three (3) hours each time they report for work.

#### 17.06 Employment-Related Training

Any training employees are required to take as part of their employment must be approved by the Employer prior to registration and shall be treated as time worked and no loss of pay shall occur. Any training courses employees are required to take shall be paid for by the Employer including travel expenses where travel is required.

#### 17.07 Rest Breaks

The Employer will provide a total of thirty (30) minutes paid mealtime for any shifts of five (5) hours or greater.

- a) The Employer is not required to provide a break in circumstances where there is an unexpected, unusual, or emergency situation;
- b) Employees are not to leave clients unsupervised during their breaks;
- c) If the employee is unable to take a break, they may eat while working;
- d) Employees are encouraged to take meal breaks during down time in the home, such as when the individuals are eating their meals.

17.08 For the purposes of statutory holiday pay, an employee's shift is considered to be on the day where the majority of the shift falls.

## **ARTICLE 18 – OVERTIME**

### 18.01 Overtime

- a) Overtime shall be any time worked beyond eight (8) hours in a day or forty (40) hours in a week. For each statutory holiday in a week, the work week shall be considered to be reduced by eight (8) hours for the purposes of calculating overtime.
- b) Employees shall not work overtime unless authorized by the employer.

### 18.02 Overtime Rates of Pay

All hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be paid at the rate of one and one half (1 ½) times the regular hourly wage. [Thirty-two (32) hours in a week with a public holiday].

## **ARTICLE 19 – VACATIONS**

### 19.01 Vacation Entitlement

- a) Vacations with pay shall be earned at the following rates:
  - First (1<sup>st</sup>) year of employment to the end of the seventh (7<sup>th</sup>) year of employment, three (3) weeks per year;
  - Eighth (8<sup>th</sup>) year of employment to the end of the 14<sup>th</sup> year of employment, four (4) weeks per year;
  - Fifteenth (15<sup>th</sup>) year of employment to the end of the 21<sup>st</sup> year of employment, five (5) weeks per year; and
  - Twenty-second (22<sup>nd</sup>) year of employment or more, six (6) weeks per year.
- b) Part-time and casual employees earn vacation on a pro-rated basis as per article 18.01 a) above and paid out on each cheque.

### 19.02 Vacation Scheduling

The vacation calendar shall be posted on April 1<sup>st</sup> and November 1<sup>st</sup> of each year and will remain up for fifteen (15) days for employees to select their vacation. Seniority shall govern in the selection of vacation times. A finalized vacation calendar will be posted on April 20<sup>th</sup> and November 20<sup>th</sup> after which vacation bookings will be made by employees selecting from the remaining dates.

- 19.03 The Employer shall allow twenty percent (20%) of full-time and part-time employees in a classification at one site rounded up to take vacation at the same time.
- 19.04 When a statutory holiday occurs during an employee's vacation time, that employee will be able to reschedule that vacation day.
- 19.05 If an employee is hospitalized during their vacation and supplies the Employer with supporting documentation to establish the fact of the hospitalization, they shall be allowed to utilize sick leave/disability for the period of illness instead of using their vacation leave.
- 19.06 The Employer shall not cancel a vacation once it has been approved unless the employee requests it to be cancelled.
- 19.07 Employees shall have the right to book vacation time as single days.
- 19.08 Full-time employees shall be paid out all unused vacation time upon termination of employment. If a full-time employee moves to part-time or casual, they have the option to take their unused vacation time or be paid out. Vacation cannot be used during a terminating employee's notice period. There shall be no carry-over of vacation.

## **ARTICLE 20 – STATUTORY HOLIDAYS**

- a) The following shall be considered as statutory holidays:

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

And any other day so proclaimed by the federal, provincial, or municipal government.

- b) Employees shall be paid the greater of the normal hours they work on the day of the holiday or 1/20<sup>th</sup> of their earning over the previous four (4) weeks. Full-time employees will be paid at least eight (8) hours for each statutory holiday.

- c) Employees will work their regular rotations on statutory holidays unless they choose to give up their shift by giving forty-eight (48) hours' notice.
- d) Employees on regular rotation who are not scheduled to work on the statutory holiday may request to be added to the casual list for the purpose of filling a shift on the statutory holiday.
- e) Employees who work on a statutory holiday shall be paid one and one-half (1 ½) times the regular rate of pay for all such hours worked on the actual day.

**ARTICLE 21 – LAYOFFS AND RECALL**

**21.01 Layoffs**

- a) Except for just cause, no employer shall lay off or terminate the employment of an employee who has been in the employer's service for more than thirteen (13) consecutive weeks without giving that employee written notice for a period that is not less than the period set out in the following table:

Employee's Period of Employment	Minimum Period of Written Notice
More than 13 consecutive weeks but one (1) year or less	one (1) week
More than one (1) year but three (3) years or less	two (2) weeks
More than three (3) years but five (5) years or less	four (4) weeks
More than five (5) years but 10 years or less	six (6) weeks
More than 10 years	eight (8) weeks

- b) In subsection a), "period of employment" means any period of employment that is not interrupted by more than 14 consecutive days.
- c) For the purposes of subsection b), being on vacation, an employment leave or a leave granted by an employer is not considered an interruption in employment.
- d) After giving notice of layoff or termination to an employee of the length required pursuant to subsection a), the employer shall not require an employee to take vacation leave as part of the notice period required pursuant to subsection a).

## 21.02 Layoff Notice – Bumping

In the event of an employee in a regular rotation receiving a layoff notice, they shall have the following options:

- a) To bump an employee with the least seniority within the same classification or another classification if they have the skill, availability and qualifications required to meet the client's needs;
- b) To accept the layoff and await recall;
- c) To accept the layoff and decline the recall list, accepting the severance.

21.03 Employees who received the layoff notice cannot choose option 21.02 c) unless there were no employees with less seniority in accordance with 21.02 a) in which to bump or if the only rotations to bump would result in a reduction in earnings of more than fifteen percent (15%).

## 21.04 Severance

Employees shall receive a severance as below should they waive their right to recall or if they have been laid off for more than twelve (12) months:

- More than 13 consecutive weeks but less than one (1) year of service, one (1) week;
- More than one (1) year of service but three (3) years or less, two (2) weeks;
- More than three (3) years of service but five (5) years or less, four (4) weeks;
- More than five (5) years of service but 10 years or less, six (6) weeks;
- More than 10 years of service, eight (8) weeks.

21.05 When rotations are being changed for a CBI Home all full-time and part-time employees at the CBI Home shall select a new rotation by seniority.

## **ARTICLE 22 – RATES OF PAY, PAYMENT OF WAGES AND EXPENSES**

### 22.01 Rates of Pay

Rate of pay for each classification shall be as set out in Schedule A.

## 22.02 Pay Information

Employees shall be paid every two (2) weeks on a Friday or the previous business day if the Friday is a statutory holiday for the previous two (2) week period by direct deposit.

Employees shall have access to an electronic pay stub that accompanies their pay, outlining all earnings and deductions.

## 22.03 Personal Vehicle Use

Employees required to use their own vehicle for work shall be paid a mileage rate of forty-seven cents (\$0.47) per kilometer. This shall be reviewed on a yearly basis.

## 22.04 Meal Reimbursement

An employee who is working out of town shall be entitled to a maximum of twenty dollars (\$20) per meal inclusive of breakfast, lunch and dinner to maximum of sixty dollars (\$60) per day. Meal expenses include the cost of tax and gratuities. Personal meals are not reimbursable without prior approval by a supervisor. Receipts must be provided.

## 22.05 Damaged Belongings

- a) If an employee has an article of clothing damaged in the course of their work, they must complete an incident report outlining details as to how the incident occurred.
- b) The incident report and a photo of the damaged clothing must be provided to their supervisor for within forty-eight (48) hours of the incident occurring. Upon review and approval, the employee may be reimbursed up to a maximum of twenty-five dollars (\$25) per article.
- c) Employees who have personal medical items, including glasses, damaged during the course of their work, are required to provide their supervisor two (2) estimates for the replacement item for reimbursement review prior to approval.
- d) Employees are not to bring items of value such as gaming systems, tablets or other such items that are not required in the course of their work, unless prior approval from their supervisor is obtained. Otherwise, these items will be not reimbursed or replaced.

#### 22.06 Temporary Performance of Higher Duties (TPHD)

- a) If the Employer determines that work of a higher paid classification is necessary, the Employer shall make every reasonable effort to allocate that assignment to existing employees in that department or classification based on seniority, qualifications and ability sufficient to perform the job.
- b) An employee temporarily assigned to perform duties in accordance with 'a)' above, shall be advanced in the pay band of the higher paid classification to that step in the salary scale, which is next higher than the current salary rate, for all hours worked in the higher classification.
- c) No employee shall be required to perform duties in a higher classification against their wishes when other employees are available to perform the required work.

#### 22.07 Performing Duties of Lower Paid Classification

An employee temporarily assigned to perform duties of a lower paid classification or position, shall not suffer any reduction in earnings.

### **ARTICLE 23 – BENEFITS**

After the initial waiting period of three (3) months, eligible employees working an average of twenty-five (25) hours a week shall be enrolled in the Home Health Field Benefit Plan, and employees consistently working fifteen (15) to twenty-four (24) hours per week shall be enrolled in the Part Time Home Health Field Benefit Plan, subject to the terms and conditions of the Employer's plan text, to include:

- Extended Health;
- Dental Plan;
- Life Insurance; and
- Accidental Death and Dismemberment (AD&D).

The premiums for the Extended Health and Dental Plans shall be shared by the Employer and employees on a 50/50 basis. The premiums for the Life Insurance, and AD&D shall be paid by the Employer. It is understood and agreed that the benefit plan is not part of this agreement and is not subject to the grievance and arbitration procedure.

## **ARTICLE 24 – SICK LEAVE**

### **24.01 Definition of Sick Leave**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled due to physical, mental or emotional illness.

Employees shall suffer no loss in benefits while on sick leave.

### **24.02 Accumulation of Sick Leave Credits**

After completion of the probationary period employees may begin to accrue sick leave. Upon working a minimum of fourteen hundred (1400) hours in a calendar year, the employee shall be eligible to receive sixteen (16) hours of paid sick leave subject to the following conditions:

- a) Once accumulated, the sick leave may be taken in the following year;
- b) Sick leave hours cannot be banked or carried over into subsequent years following item (a) above;
- c) The employee notifies the Employer of the absence a minimum of three (3) hours prior to the scheduled start time of their shift; and
- d) Sick leave hours are not paid out at the end of the year, nor at the time of termination, whatever the reason for termination.

## **ARTICLE 25 – LEAVES OF ABSENCE**

### **25.01 Maternity and Adoption Leave**

- a) An employee who has completed their probationary period, upon written request providing at least four (4) weeks advance notice where possible, shall be granted maternity (or adoption) leave to become effective up to nineteen (19) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the employee, providing that she commences maternity leave no later than the date of delivery. Adoption leave commences upon the date a child comes into an employee's care.
- b) An employee on such leave shall provide the Employer with at least three (3) weeks written notice of readiness to return to work. The Employer shall reinstate the employee in the same position held by the employee immediately prior to taking leave, or, if such is not possible, provide alternate work of a comparable nature.

- c) Maternity leave can be extended six (6) weeks [for a total of twenty-five (25) weeks] if there is a medical reason for not returning to work. A medical certificate is needed for this extension.

#### 25.02 Parental Leave

- a) An employee who has completed their probationary period shall, upon written request and four (4) weeks advance notice, if possible, be granted leave without pay for up to seventy-one (71) weeks, or fifty-nine (59) weeks if the employee has taken a maternity leave, that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child.
- b) An employee on such leave shall provide the Employer with four (4) weeks written notice of readiness to return to work. The Employer shall reinstate the employee in the same position held immediately prior to taking the leave, or, if such is not possible, provide the employee with alternate work of a comparable nature.

#### 25.03 Civic Duty

If an employee is scheduled to work on a provincial, municipal, or federal election day and does not have three (3) consecutive hours off while polls are open, they shall be allowed to vote during working hours without suffering any loss of pay or benefits.

#### 25.04 Bereavement Leave

Upon the death of a member of an employee's immediate family, the employee shall be granted three (3) consecutive calendar days leave without the loss of pay or benefits for scheduled shifts missed during such leave, one of which may include the day of the funeral or service. An employee may request two (2) additional unpaid calendar days if travel out of town is required. These days shall be consecutive to the originally requested three (3) days off.

- a) Immediate family shall be considered the following: spouse or common-law spouse or partner, child or stepchild, daughter-in-law or son-in-law, parent or stepparent, brother or sister, parents in law, grandparents, grandchildren, or any relative that permanently lives with the employee.
- b) The Employer may request reasonable evidence of time off requested on a case-by-case basis.
- c) Qualifying employees are those with active benefits and must have successfully completed their probationary period.

- d) Non-qualifying employees may request unpaid leave of same duration.
- e) For a celebration of life or funeral related events outside the timeframe provided above, employees may request time off under the general leave of absence provisions.

#### 25.05 Military Leave

Employees who are active in the Canadian Armed Forces shall be granted leaves of absence to perform their training and military duties.

#### 25.06 Jury Duty

An employee summoned for jury duty will be entitled to a leave of absence without pay.

#### 25.07 Immediate Family Care

Employees may request compassionate care leave unpaid up to twenty-eight (28) weeks. This can be taken in single or multiple blocks of time within a fifty-two (52) week period providing no block is shorter than one week in duration. The leave is intended to provide employees the opportunity to provide care and support to a family member who is gravely ill and who has a significant risk of death within 26 weeks.

To be eligible for this leave, an employee must have worked with the Employer for more than thirteen (13) consecutive weeks. Written notice must be provided to the Employer as soon as possible before the leave begins. The employee must provide a doctor's note at the employer's request. The employee must notify the Employer of their intended return to work date as soon as possible.

#### 25.08 General Leave of Absence

Following twelve (12) months of employment, an employee may request a leave of absence without pay for up to six (6) months with four (4) weeks notification, or dependent on circumstances. The request will include the nature of the leave, departure date and expected return date. The request must be approved by the supervisor prior to departure. Leave requests are not automatically approved and can be denied for reasonable cause. The Employer may also require supporting documentation. If the employee fails to return to work at the end of an approved leave of absence, employment with CBI will be terminated. If the full-time employee's leave does not exceed thirty (30) days, a returning employee may return to the same rotation with the same number of hours if client support needs have not changed. If the leave exceeds thirty (30) days, the full-time employee shall be returned to the same rotation if available, or an alternate

rotation with the similar number of hours if available. For part-time employees, the Employer will endeavour to provide similar part-time rotation hours if available.

#### 25.09 Political Leave

An employee seeking or holding public office may be eligible for Nomination/Election and Candidate/Public Office leave. Nomination/Election and Candidate/Public Office leaves are unpaid, job-protected leaves for as many days as required. This leave applies to municipal, provincial, federal, school board and band council nominations, elections and offices. An employee must have worked with the Employer for at least thirteen (13) weeks to be eligible for this leave. Written notice must be provided to the Employer four (4) weeks before the leave begins. The employee must also notify the Employer four (4) weeks prior to their return date on when they will be returning. Upon returning, an employee is entitled to return to the same job rotation if their employment leave is for sixty (60) days or less. If the leave is longer than sixty (60) days, the employee can be reinstated to comparable rotation job. The employee must receive the same wage and benefits as before the leave.

#### 25.10 Union Leave

Employees may request a leave from work up to a maximum of thirty (30) days combined among all members of the bargaining unit per year, for the purposes of engaging in activities for the Union. Such leave will not be unreasonably denied provided three (3) weeks' notice is given prior to the commencement of the leave. An employee on a union leave under this article will continue to accrue seniority, and any applicable benefits. The Employer may limit the number of members away on union leave to two (2) employees per location at one time.

These union leaves do not include meetings with the Employer, statutory meetings, bargaining or labour/management meetings.

The Union may request in the notice of leave that the leave be with pay. In such cases, the Union will reimburse the Employer for the cost of wages and applicable benefits.

#### 25.11 Interpersonal Violence Leave

An employee experiencing interpersonal violence shall be granted five (5) days' paid leave and five (5) days' unpaid leave in a period of fifty-two (52) weeks for survivors of interpersonal or sexual violence to access supports or relocate to a new home, for attendance at appointments, legal proceedings, and any other necessary activities. Leave may be broken down into days or hours as required, in discussion with the Employer with as much notice as is reasonable and practicable.

Employees must have worked for an employer for a minimum of thirteen (13) weeks and will be required to provide evidence of the services being received if the Employer requests it. This could be written confirmation from a social worker, a member of the College of Psychologists, a duly qualified medical practitioner, a practicing member of the Saskatchewan Registered Nurses Association or the Registered Psychiatric Nurses Association of Saskatchewan, a member of the Royal Canadian Mounted Police or another police service; or another person approved by the Employer who is employed by an agency or organization that provides emergency or transitional shelter or support for victims of interpersonal violence.

All personal information concerning interpersonal violence will be kept confidential in line with relevant legislation.

**SIGNING PAGE**

SIGNED THIS DAY 13<sup>th</sup> OF September 2021

AT SASKATOON, SASKATCHEWAN.

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5435

*Alexander Osei-Owusu*

Alexander Osei-Owusu  
President

SIGNED ON BEHALF OF:

CBI HEALTH GROUP

*Jodi Louwerse*

Jodi Louwerse  
Director, Human Resources  
Home Health & Specialized  
Community Services  
Western Canada

*Justin Mayoh*

Justin Mayoh  
Bargaining Committee Member

*Kate Jewell*

Kate Jewell  
Senior Manager of Operations  
Specialized Community Services  
Saskatchewan

*Hillarey Noble*

Hillarey Noble  
Treasurer

*Tiffany Hopkin*

Tiffany Hopkin  
Senior Vice President  
Home Health, Western Canada

**SCHEDULE "A"**

<b>Classification</b>	<b>Year One Rate Effective April 1, 2021</b>	<b>Year Two Rate Effective April 1, 2022</b>	<b>Year Three Rate Effective April 1, 2023</b>
Homemakers	\$13.20	\$13.46	\$13.73
Drivers	\$15.23	\$15.53	\$15.84
Childcare Worker	\$17.26	\$17.60	\$17.95
Community Care Assistant	\$17.26	\$17.60	\$17.95
Community Support Worker	\$17.26	\$17.60	\$17.95
Team Lead	\$18.78	\$19.15	\$19.54
Licensed Practical Nurse (LPN)	\$30.45	\$31.06	\$31.68
LPN Team Lead	\$33.00	\$33.66	\$34.33

**Notes:**

Year One: 1.5% to job rate; actual increase depends on current rate

Year Two: 2.0%

Year Three: 2.0%

Yearly increases are effective on April 1, as noted in the schedule

Any employee whose current rate is higher than the rate listed above will be red circled at their current rate until the appropriate rate above matches or exceeds their current rate.

**LETTER OF UNDERSTANDING**

Between

CBI and CUPE Local 5435

**RE: Funding Increase (Wage Re-opener)**

**The Parties agree to the following:**

Notwithstanding the provisions of *Article 3 – Duration of Agreement*, if the Employer receives additional funding that has been designated by the funder specifically and explicitly for the enhancement of wages and/or benefits to a degree that is in excess of the agreed upon increases for that year, the Employer shall notify the Union.

The parties shall meet within sixty (60) days of such notification to determine the manner in which such funds will be applied to the bargaining unit.


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

The Parties agree to review this LOU as part of the negotiations as per *Article 3 – Duration of Agreement* within the collective agreement.

SIGNED THIS DAY 13<sup>th</sup> OF September 2021  
AT SASKATOON, SASKATCHEWAN.

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 5435



Alexander Osei-Owusu  
President



Justin Mayoh  
Bargaining Committee Member



Hillaryey Noble  
Treasurer

SIGNED ON BEHALF OF:

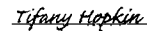
CBI HEALTH GROUP



Jodi Louwerse  
Director, Human Resources  
Home Health & Specialized Community  
Services, Western Canada



Kate Jewell  
Senior Manager of Operations  
Specialized Community Services Sask.



Tiffany Hopkin  
Senior Vice President  
Home Health, Western Canada