

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**SOUTHWEST CRISIS SERVICES INC.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5398**

**September 24, 2021 – March 31, 2023**



# TABLE OF CONTENTS

<b>PURPOSE</b> .....	<b>1</b>
<b>ARTICLE 1 - DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE 2 – SCOPE</b> .....	<b>2</b>
2.01 .....	2
2.02 .....	2
<b>ARTICLE 3 – MANAGEMENT RIGHTS</b> .....	<b>2</b>
3.01 .....	2
<b>ARTICLE 4 – UNION SECURITY</b> .....	<b>2</b>
4.01    RECOGNITION.....	2
4.02    REPRESENTATIVES .....	2
4.03    WORK OF THE BARGAINING UNIT .....	3
4.04    UNION MEMBERSHIP .....	3
4.05    UNION DUES DEDUCTION AND REMITTANCE .....	3
4.06    NEW EMPLOYEES .....	3
4.07    BULLETIN BOARDS.....	3
4.08    UNION MEETINGS.....	4
4.09    RIGHT OF FAIR REPRESENTATION .....	4
<b>ARTICLE 5 – NON-DISCRIMINATION</b> .....	<b>4</b>
5.01 .....	4
<b>ARTICLE 6 – HEALTH AND SAFETY</b> .....	<b>4</b>
6.01 .....	4
<b>ARTICLE 7 – JOB CLASSIFICATION AND RECLASSIFICATION</b> .....	<b>4</b>
7.01    JOB DESCRIPTIONS .....	4
<b>ARTICLE 8 – SENIORITY</b> .....	<b>5</b>
8.01    DEFINITION .....	5
8.02    LOSS OF SENIORITY .....	5
8.03 .....	6
8.04    ON-THE-JOB EMPLOYEE TRAINING .....	6
8.05    EMPLOYEE SELECTION OF TRAINING .....	6
<b>ARTICLE 9 – APPOINTMENTS AND STAFF CHANGES</b> .....	<b>7</b>
9.01    FILLING VACANCIES.....	7
9.02    EMPLOYEE NOTIFICATION .....	7
9.03    PROBATION .....	7
9.04    TRIAL PERIOD .....	7

<b>ARTICLE 10 – LAYOFF AND RECALL .....</b>	<b>8</b>
10.01 .....	8
<b>ARTICLE 11 – DIRECTION, DISCIPLINE, SUSPENSION, DISMISSAL ....</b>	<b>8</b>
11.01 .....	8
11.02 .....	8
11.03 .....	9
<b>ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION.....</b>	<b>9</b>
12.01 DEFINITION .....	9
12.02 GRIEVANCE PROCEDURE.....	9
12.03 DECISION OF THE ARBITRATOR .....	10
12.04 EXPENSES OF AN ARBITRATION.....	10
12.05 TIME LIMITS.....	10
12.06 NO LOSS OF PAY .....	10
<b>ARTICLE 13 – HOURS OF WORK .....</b>	<b>10</b>
13.01 SHELTER SUPPORT WORKERS .....	10
13.02 OUTREACH COUNSELLOR.....	11
13.03 POSTING WORK SCHEDULES/ SCHEDULE CHANGES .....	11
13.04 SHIFT REPLACEMENT/ CASUALS .....	11
<b>ARTICLE 14 – OVERTIME .....</b>	<b>12</b>
14.01 .....	12
14.02 SHIFT PREMIUM.....	13
<b>ARTICLE 15 – DESIGNATED HOLIDAYS .....</b>	<b>13</b>
15.01 .....	13
15.02 .....	13
15.03 .....	13
<b>ARTICLE 16 – VACATIONS .....</b>	<b>13</b>
16.01 VACATION YEAR.....	13
16.02 VACATION CREDITS .....	13
16.03 VACATION SCHEDULES .....	14
16.04 CARRY OVER OF VACATION.....	14
16.05 .....	14
<b>ARTICLE 17 – SICK LEAVE.....</b>	<b>14</b>
17.01 SICK LEAVE.....	14
17.02 PROOF OF ILLNESS.....	15
17.03 .....	15
17.04 NOTIFICATION .....	15
17.05 SICK LEAVE RECORDS.....	15
17.06 LONG-TERM DISABILITY INSURANCE.....	15
<b>ARTICLE 18 – BENEFITS .....</b>	<b>16</b>

18.01 .....	16
18.02 PENSION PLAN.....	16
<b>ARTICLE 19 – LEAVES OF ABSENCE.....</b>	<b>16</b>
19.01 LEAVES OF ABSENCE.....	16
19.02 UNION BUSINESS LEAVE .....	16
19.03 WITNESS AND JURY DUTY.....	17
19.04 BEREAVEMENT LEAVE .....	17
19.05 MATERNITY/PARENTAL/ADOPTION LEAVE.....	17
19.06 PERSONAL LEAVE .....	17
19.07 INTERPERSONAL VIOLENCE LEAVE .....	17
<b>ARTICLE 20 – PAY ADMINISTRATION .....</b>	<b>18</b>
20.01 PAY PERIODS.....	18
20.02 STATEMENT OF EARNINGS .....	18
20.03 PROMOTION.....	18
20.04 .....	19
<b>ARTICLE 21 – DUTY TO ACCOMMODATE .....</b>	<b>19</b>
21.01 .....	19
<b>ARTICLE 22 – GENERAL .....</b>	<b>19</b>
22.01 .....	19
22.02 .....	19
22.03 .....	20
22.04 MEALS .....	20
22.05 CRIMINAL RECORDS CHECK.....	20
<b>ARTICLE 23 – TERMS OF THIS AGREEMENT .....</b>	<b>20</b>
23.01 DURATION .....	20
23.02 CHANGES.....	20
23.03 WAGE RE-OPENER.....	20
<b>SCHEDULE “A”.....</b>	<b>22</b>
<b>SCHEDULE “B”.....</b>	<b>23</b>

## PURPOSE

It is the intent and purpose of the employer and the union that this agreement shall:

1. Outline the basic conditions of work and rates of pay which have been agreed to through negotiation.
2. Establish procedures for the equitable settlement of grievances which may arise.
3. To maintain and improve harmonious relations between the employer and the members of the union.
4. To promote co-operation and understanding between the employer and the employees.

To these ends this agreement is signed in good faith by the two parties.

## ARTICLE 1 - DEFINITIONS

1. "Employer" means the Southwest Crisis Services Inc.
2. "Members" means members of CUPE Local 5398.
3. "Permanent" full-time or part-time employee means any employee who has been assigned a job which is recognized by the employer as a permanent position and who has successfully completed the probationary period as provided for in Article 9.03 of this agreement.
4. Part-time means an employee who is regularly scheduled to work less than full-time .
5. The term "Agreement" shall mean this collective agreement
6. "Union" means the Canadian Union of Public Employees, Local 5398.
7. "SWCS" means the Not for Profit Corporation of the Southwest Crisis Services.
8. "Board or SWCS Board" means the Board of the Southwest Crisis Services Inc.
9. "Temporary Employee" means any person employed by the SWCS for a period of more than sixty (60) days to relieve in the absence of a permanent employee or to fill a temporary requirement.

10. "Casual Employee" means any person who is employed by the SWCS for casual work to augment the regular work force and who does not work a regular and recurring schedule or who is employed for sixty (60) days or less on any occasion. A casual employee that has been offered but not accepted a single shift within sixty (60) calendar days from the date of the last shift worked, shall be deemed to have terminated their employment unless an extension has been approved in writing by the employer.
11. The terms "qualifications" or "qualified" shall include knowledge, experience, skill, ability, training and/or education as determined by the employer.

## ARTICLE 2 – SCOPE

- 2.01 This agreement shall cover all employees employed by the South West Crisis Services Inc., except the Executive Director, Shelter Manager, Supervisors, and those persons in programs on grants of a short-term nature (12 months or less), or on a contract basis. If anyone hired through a grant is still employed beyond twelve (12) months, they will apply for membership in the union and maintain such membership thereafter.
- 2.02 The employer agrees to pay all employees covered by this agreement not less than the schedule of wages set out in Schedule 'A' attached to and made part of this agreement.

## ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The union acknowledges and agrees that it is the exclusive right of the employer to manage the affairs of the SWCS and to direct the work force, except as may be limited or abridged by a specific provision of this agreement.

## ARTICLE 4 – UNION SECURITY

### 4.01 Recognition

The employer recognizes the Canadian Union of Public Employees Local 5398 as the sole and exclusive collective bargaining agent for all its in-scope employees.

### 4.02 Representatives

The union agrees to provide the employer with a current list of duly authorized representatives including the executive, committees and shop steward.

#### 4.03 Work of the Bargaining Unit

The parties agree that from time to time, when an employee is not available to do bargaining unit work, such work may be performed by an individual outside of the bargaining unit to meet necessary operational needs. This shall not affect the job security of employees, nor shall it reduce the hours of work for employees.

#### 4.04 Union Membership

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 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 bargaining unit who is not required to maintain their membership or apply for and maintain 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.

#### 4.05 Union Dues Deduction and Remittance

Dues deduction authorization cards shall be supplied by the union and shall apply to monthly dues. Deductions will be made from each pay period. At the end of each month, the dues collected shall be forwarded to the National Secretary-Treasurer of the union accompanied by the completed dues remittance form, a list of all employees from whose wages the deductions have been made, along with their job title, regular earnings, hours worked, and dues deducted. A copy shall be provided to the local secretary-treasurer.

#### 4.06 New Employees

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. Subject to prior approval from the direct supervisor, the Employer will allow a Union officer to meet new employees to acquaint them with union membership. This will occur on the union officers own time and during the employees break while they are receiving their initial orientation and shadowing a Safe Shelter Worker.

#### 4.07 Bulletin Boards

The employer shall make available to the union a bulletin board that all employees will have access to. The union shall have the right to post notices of meetings and information of interest to the employees.

4.08 Union Meetings

The employer will permit the use of its meeting room for the purpose of union meetings without cost to the union subject to prior written approval of the Executive Director.

4.09 Right of Fair Representation

The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the employer. Such representative(s) or advisor(s) shall have access to the employer's premises with prior arrangement.

4.10 All correspondence between parties arising out of this agreement or incidental thereto, shall be copied to the Executive Director and the president of the union.

ARTICLE 5 – NON-DISCRIMINATION

5.01 The SWCS and the union and its members agree that they will comply with all of the applicable provisions of *The Saskatchewan Human Rights Code*.

ARTICLE 6 – HEALTH AND SAFETY

6.01 The employer agrees to comply with the safety and health provisions of *The Saskatchewan Employment Act and Regulations* and an Occupational Health and Safety Committee will be established in accordance with the legislative requirements.

ARTICLE 7 – JOB CLASSIFICATION AND RECLASSIFICATION

7.01 Job Descriptions

The employer will draw up job descriptions for all union positions and provide the job descriptions to the union.

## ARTICLE 8 – SENIORITY

### 8.01 Definition

- a) Seniority shall be based on a permanent full-time employee's continuous service with SWCS since the last date of hire. Should a permanent full-time employee no longer hold a full-time position, their seniority will be calculated on the basis of the hours worked in the permanent full-time position and will continue to accumulate seniority as per 8.01 b) or c).
- b) Permanent part-time employees shall accumulate seniority on the basis of the number of hours worked. An employee shall earn seniority for:
  - 1) All regular hours worked
  - 2) Statutory holiday hours
  - 3) All approved legislative leaves (maternity/parental, interpersonal violence leave etc.) prorated based on an average of hours worked in the previous 12 months.
  - 4) While on WCB or LTD for up to two years prorated based on an average of hours worked in the previous 12 months.
- c) Temporary and casual employees shall accumulate seniority on the basis of the number of hours worked. An employee shall earn seniority for:
  - 1) All regular hours worked
  - 2) Statutory holiday hours

A seniority list will be issued and posted by the SWCS on the first working day following January 1. The list will include all employees in order of their seniority.

### 8.02 Loss of Seniority

An employee's seniority shall be considered broken and all rights under this agreement shall be forfeited by reasons of:

- a) Dismissal for just cause.
- b) Resignation or voluntary quit in writing.
- c) If laid off for a period longer than one (1) full calendar year from layoff. Employees laid off but reinstated within the time limits identified above shall have the seniority rights earned at the time of the layoff.

- d) Failure to report for work within seven (7) days of the postmarked notice provided by the employer following a layoff, unless the employee gives a reason satisfactory to the Employer for such failure to report within the time prescribed.
- e) Being absent from work without authorization for two (2) shifts/days.
- f) Absent due to illness for in excess of two (2) years.

Where an employee leaves the employer's service and is later rehired, their seniority shall date only from the time of their re-engagement.

8.03 In selecting an applicant, seniority shall be a consideration, providing the applicant possesses the required qualifications and ability to perform the duties of the position.

8.04 On-the-Job Employee Training

- a) The employer shall develop a process for training all employees. This will include initial orientation, on-the-job training, professional development training offered by or recommended by PATHS and any other courses or workshops related to the job. Offers of training opportunities will be made to those employees with the greatest need and as equitably as possible.

8.05 Employee Selection of Training

- a) Unless otherwise mutually agreed between the parties, all time spent by an employee on approved training program opportunities, including travel time when out of town, shall be considered as time worked.
- b) Shelter Support Workers will be paid at their regular rate of pay unless Article 16-Overtime applies.
- c) Outreach Counsellors are expected to adjust their schedules as per Article 15-Hours of Work for any training that occurs outside of their regular hours and in consultation with the Executive Director. If there are any outstanding hours after the adjustment, employees shall be compensated as per Article 16-Overtime.
- d) All training opportunities shall be offered to those employees with the greatest need and as equitably as possible.

## ARTICLE 9 – APPOINTMENTS AND STAFF CHANGES

### 9.01 Filling Vacancies

Permanent full-time, permanent part-time and temporary vacancies for a period of more than sixty (60) days and new positions, within the scope of this agreement, shall be emailed to all employee's personal email address and employees shall be allowed seven (7) working days in which to make written application for such vacancies or new positions. When the employer determines the vacancy will be filled, it shall be posted as soon as reasonably possible. Job postings shall include the nature of the position, wage rate and qualifications required. The position may be posted externally at the same time; however, internal applicants will be considered first. A copy shall be provided to the union.

### 9.02 Employee Notification

Upon hiring, each employee shall be provided with a letter of appointment, with a copy to the union.

### 9.03 Probation

The probationary period for full time and part-time employees shall be six (6) months, of continuous service since the last date of hire by the employer. The probationary period for casual employees shall be nine (9) months of continuous service since their last date of hire. A new employee shall not accumulate seniority or acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of the employer. The probationary period set out above may be extended for an additional three (3) months by the employer upon giving written notice to the employee and the union setting out the reasons for the extension.

It is understood that probationary employees may be terminated at the employer's sole discretion for general unsuitability, subject to Article 14-Grievance Procedure.

### 9.04 Trial Period

If an employee is promoted, that employee shall be on a trial period in the new position for a period of six (6) months. If the employer determines that the employee is not qualified to fill the position adequately or if the employee is unable or unwilling to perform the duties of the new classification, the employee shall be given written notice of the reasons and revert to their former classification and former rate of pay. During the trial period, if an employee decides to revert to their former position they shall provide at least thirty (30) days written notice of their intent. Any other employee promoted because of the rearrangement of positions shall also be reverted to their former classification and former

rate of pay. The trial period specified above shall be exclusive of any time absent from work in excess of a cumulative total of five (5) working days during the trial period.

#### ARTICLE 10 – LAYOFF AND RECALL

- 10.01 a) In cases of layoff the employer agrees to notify the union prior to a final decision to lay off employees.
- b) When reducing staff or recalling laid off employees, seniority shall prevail, provided, however, the senior employee has the required qualifications and ability to perform the duties of the position.
- c) New employees shall not be hired until those laid off have been given an opportunity of recall, provided they have the required qualifications and ability to perform the duties of the position. Notice of recall shall be made by registered mail to the last address of the employee known by the employer. A copy shall be sent to the union. It shall be the responsibility of the employee to keep the employer informed of their current address during their layoff. Seniority shall resume on being recalled.
- d) Notice of layoff shall be in accordance with the provisions of *The Saskatchewan Employment Act and Regulations*.

#### ARTICLE 11 – DIRECTION, DISCIPLINE, SUSPENSION, DISMISSAL

- 11.01 a) Employees shall have the right to review, and be provided copies, on their own time, of their personnel/ payroll file kept in the SWCS Office, by making arrangements through their supervisor.
- b) A union representative may have access to an employee's personnel record with written consent from that employee.
- c) The record of an employee shall not be used at any time after thirty (30) months following a disciplinary action.
- 11.02 An employee shall be advised in advance of disciplinary meetings and shall have the right to have a union officer present where the disciplinary action taken involves a formal discipline in writing or discharge. The employee will be provided with a letter outlining the discipline and the reasons for the discipline with a copy to the union.

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

## ARTICLE 12 – GRIEVANCE PROCEDURE AND ARBITRATION

### 12.01 Definition

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

### 12.02 Grievance Procedure

#### a) Pre-grievance

Prior to filing a grievance, the employee or employees concerned shall attempt to resolve the complaint through a meeting with the appropriate manager or designate and may request the assistance of the union. Every effort shall be made to resolve complaints through dialogue at the local level. If a satisfactory settlement cannot be effected through the pre-grievance meeting the union may file a grievance.

#### b) Step 1

If a satisfactory settlement cannot be effected through pre-grievance discussions, the union shall present a written grievance to the Executive Director of the employee within fourteen (14) calendar days of an event or circumstance giving rise to the complaint came to the attention of, or should have come to the attention of the employee and/or the union. If an adjustment satisfactory to the union is not made within fourteen (14) calendar days of the time it was submitted to the Executive Director, the grievance may proceed to the next step of the grievance procedure.

#### c) Step 2

If satisfactory settlement is not reached in Step 1 above, within thirty (30) days either party shall have the right to proceed to arbitration as provided for in *The Saskatchewan Employment Act*.

### 12.03 Decision of the Arbitrator

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

### 12.04 Expenses of an Arbitration

The fees and expenses of the arbitrator, and any other common expenses, shall be shared equally by both parties.

### 12.05 Time Limits

The time limits in this article may only be changed or extended by mutual agreement, in writing, between the parties.

### 12.06 No Loss of Pay

No employee shall suffer loss of pay by reason of time spent in scheduled meetings with the employer, in handling grievances or to attend local arbitrations.

## ARTICLE 13 – HOURS OF WORK

### 13.01 Shelter Support Workers

- a) Full-time employees shall normally work the full daily and weekly, 8 day or monthly rotation hours, (up to 10.25 hours/day and an average of 160 hours over a four (4) week period or one hundred and seventy-three and one-half (173.5) hours per month based on operational needs).
- b) Part-time employees shall be regularly scheduled to work less than full-time employees.
- c) Casuals shall have the option to work shifts equaling more than ten and a quarter (10.25) hours.
- d) Subject to operational needs and funding, available shifts outside the regular rotation shall be filled by casual or part-time employees.

e) Days of Rest

Employees will have a minimum of four (4) days of rest between each four day rotation and each one hundred and sixty (160) hour rotation. This may be reduced by mutual agreement in writing between the employer and employee.

13.02 Outreach Counsellor

- a) The Outreach Counsellor shall work seven and a half (7.5) hours a day or thirty seven and half (37.5) hours a week, with the regular days of rest being Saturday and Sunday whenever possible, subject to operational and client needs.
- b) The Outreach Counsellor who works in excess of seven and a half (7.5) hours a day or thirty seven and half (37.5) hours in a week shall accumulate banked time at straight time (hour for hour) to a maximum of thirty seven and half (37.5) hours at any given time and shall be submitted on their time sheet. Banked time will be taken as approved by the Executive Director.

13.03 Posting Work Schedules/ Schedule Changes

When possible, tentative work schedules may be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted no less than seven (7) calendar days in advance. Employees requesting changes in the tentative work schedule must submit such requests as soon as possible but no later than ten (10) calendar days prior to the confirmed work schedule being posted. Deviation from the posted schedule shall be by mutual agreement with the employees affected and the employer, unless extenuating or emergency circumstances arise requiring the employer to modify the schedule. Employees may trade shifts. Notification of the trade should be provided to the Shelter Manager as soon as possible. If the trade will result in overtime, prior approval shall be required as per Article 16-Overtime.

This procedure may change from time to time based on operational needs as determined by SWCS in consultation with the union.

13.04 Shift Replacement/ Casuals

- a) A list of casual and part-time employees shall be established and maintained. Prior to the 10<sup>th</sup> day of each month, all casual and part-time employees available to work additional shifts shall submit their availability for the following month and shall update the employer of any changes on an ongoing basis to maximize their availability.

- b) Available shifts shall be first filled by casual employees based on their availability as equitably as reasonably possible and/or in a manner that avoids overtime costs as much as possible. If a casual employee has not specified their availability it will be offered to a part-time employee based on their availability as equitably as reasonably possible and/or in a manner that avoids overtime costs as much as possible.
- c) If no casual or part-time staff have identified as being available a text message will be sent to all casuals on the list for shifts that become available. If no casual employee responds that they are available a text message will be sent to all part-time staff. Such shifts will be filled by the first employee who responds with availability.
- d) If a casual or part-time employee is not available for the vacant shift and the schedule cannot be adjusted to avoid overtime, upon authorization, overtime shall be offered to full-time permanent employee(s) in a manner that avoids the most overtime, as equitably as possible, based on availability and operational needs, avoiding double shifts whenever possible.

#### ARTICLE 14 – OVERTIME

- 14.01
- a) For Shelter Support Workers, all authorized hours worked in excess of one hundred and sixty (160) hours in a four (4) week period shall be considered as overtime hours and paid at the rate of one and one-half times (1½ X) the regular rate of pay.
  - b) Subject to prior written approval of the Executive Director, the Outreach Counsellor may be granted paid overtime at the rate of one and one-half times (1½ X) the regular rate of pay for any hours in excess of seven and a half (7.5) hours in a day or thirty seven and half (37.5) in a week.
  - c) Overtime is voluntary, except in emergent situations.
  - d) An employee who is called back to work outside their regular working hours shall be paid a minimum of three (3) hours at regular rates unless they are in an overtime position.
  - e) Overtime payment shall be made on each pay period unless the option of time in lieu, is approved in writing by the immediate supervisor. Time in lieu shall accrue at the rate of one and one-half times (1.5X) the regular rate of pay to a maximum of twenty-two and one-half (22.5) hours at any given time and the employee shall submit the time tracking sheet.
  - f) All overtime must receive prior written approval from the Executive Director or their direct manager.

- g) Every employee who is called out after having left work, and is required to work overtime hours, shall be paid at overtime rates for a minimum of two (2) hours.

14.02 Shift Premium

In recognition of the non-social features of shift work, shift premiums shall apply on all shifts in which any regular hours are worked between 9:00 p.m. and 7:15 a.m. The shift premium shall be \$1.00/hr. Rates of pay are as identified in Schedule "A".

ARTICLE 15 – DESIGNATED HOLIDAYS

- 15.01 For the purpose of this agreement, the following days shall be observed as designated statutory holidays:

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

and any other day proclaimed as a statutory holiday by the Provincial government.

- 15.02 Employees required to work on any holiday shall be paid in addition to their statutory holiday pay entitlement, an amount equal to one and one-half times (1½ X) their regular rate of pay for each hour or part thereof worked.

- 15.03 Employees shall be paid in accordance with the relevant provisions of *The Saskatchewan Employment Act*.

ARTICLE 16 – VACATIONS

16.01 Vacation Year

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

16.02 Vacation Credits

- a) Vacations shall be calculated and scheduled in accordance with *The Saskatchewan Employment Act*.

- i. All permanent full-time employees shall receive an annual vacation with pay based on their continuous length of service with the SWCS as follows:
- ii. Less than one (1) year of continuous employment, 1.25 working days prorated for each month worked (3/52 of gross wages (5.7692%) up to ten (10) hours per month for 2080 FTE).
- iii. After one (1) year of continuous employment, 15 working days (3/52 of gross wages (5.7692%) up to ten (10) hours per month for 2080 FTE)
- iv. After ten (10) years of continuous employment, 20 working days (4/52nds of gross wages (7.6923%) up to thirteen and one third (13.33) hours per month for 2080 FTE).

Vacation credits for temporary, part-time and casual workers shall accrue based on hours worked and be paid to the employee on their paycheque.

#### 16.03 Vacation Schedules

Application to take vacation leave shall be made to the Crisis Intervention/Executive Director for Shelter Support Workers and the Executive Director for all other staff in writing three (3) weeks prior to the requested vacation. A written response approving or denying the request shall be provided to the employee as soon as possible or at least two (2) weeks after receiving the request. Allocation of vacation dates shall be made on a first come first served basis.

#### 16.04 Carry Over of Vacation

Subject to prior approval by the Executive Director, five (5) days of vacation may be carried over to the following year for permanent full-time employees. In extenuating circumstances, carry over in excess of five (5) days may be approved by the Executive Director. Vacation carry over shall not be unreasonably denied. All requests and approvals shall be done in writing.

16.05 Employees shall be entitled to take their vacation in less than five (5) day blocks.

### ARTICLE 17 – SICK LEAVE

#### 17.01 Sick Leave

- a) Sick leave credits shall be earned by permanent full-time employees at a rate of one and one quarter (1 ¼) days (3/52 of hours worked) per month and shall continue to accumulate credits from year to year to a maximum of thirty (30) days (245 hours).

- b) Part-time and temporary employees shall earn sick leave credits on a pro-rated basis as a ratio of the number of full-time hours and based on the number of hours worked per month and shall continue to accumulate credits from year to year to a maximum of thirty (30) days (245 hours).
- c) A deduction shall be made from accumulated sick leave credits for any hours that an employee is absent from work due to personal illness that prevents the employee from performing their duties and responsibilities.

17.02 Proof of Illness

A medical certificate may be requested by the Executive Director or designate. The certificate will be requested during the illness and will be at the expense of the employer. Medical certificates will not be unreasonably requested.

- 17.03 An employee shall be entitled to use their earned sick leave credits to a maximum of twenty four (24) hours per year to attend medical or dental appointments for themselves or for a spouse, child or parent who is unable, because of age or medical condition, to attend such appointments alone, provided such appointments cannot be scheduled during non-working hours; or to care for a dependent child, spouse or parent. In extenuating circumstances, the Executive Director may allow the use of additional sick leave credits.

17.04 Notification

An employee who becomes incapacitated due to illness or injury shall notify their supervisor or backup at least five (5) hours in advance of their shift or at their earliest possible opportunity.

17.05 Sick Leave Records

A record of an employee's sick leave credits shall be made available upon request.

17.06 Long-Term Disability Insurance

As a condition of employment, every eligible employee shall apply for the Long-Term Disability Plan. The employer will deduct from the employee's salary the premium for this plan.

## ARTICLE 18 – BENEFITS

18.01 As a condition of employment, every eligible employee shall apply for Group Benefits as outlined in Schedule “B” upon the completion of their probationary period.

### 18.02 Pension Plan

The employer agrees to participate in the Co-operators Plan and to comply with the terms and conditions of the plan. All eligible permanent employees shall be required to join the pension plan. The employer and employee shall pay equal contributions of 4% each and as required by the plan and shall contribute through monthly payroll deductions, premiums as required by the plan. Permanent employees who are on a leave of absence, will be entitled to continue participating in the pension plan by making full contributions of both employee and employer.

## ARTICLE 19 – LEAVES OF ABSENCE

### 19.01 Leaves of Absence

An employee may request leave of absence without pay for good and sufficient cause up to a maximum of twelve (12) months. Such request shall be in writing and approved subject to the Executive Director’s discretion. Seniority shall not accumulate for employees during periods of unpaid leave of absence of over thirty (30) calendar days. Sick leave, vacation pay, holiday pay or other benefits shall not accrue or be payable during such leave. The employee will pay one hundred percent (100%) of premiums for the continuation of any group benefits during the leave of absence subject to the administrative policies of the insurance carrier.

### 19.02 Union Business Leave

Leaves of absence without pay but with the maintenance and accumulation of seniority may be granted to employees for periods of not more than five (5) working days on any one occasion for the purpose of attending official union training, conventions or conferences for no more than one (1) person in any department subject to operational needs. The union agrees that at least fourteen (14) days' notice in writing must first be given before such leaves will be approved. At the discretion of the employer, consideration may be given to extending the limits outlined above. The employer agrees to grant a leave of absence without pay for up to one (1) year for a worker who has been elected to a full-time office or position in the union.

### 19.03 Witness and Jury Duty

The employer shall grant leave of absence without loss of wages, benefits and seniority to an employee who is required to serve as a juror. The employer shall pay for such an employee, the difference between their normal earnings and the payment the employee receives for jury service. The employee shall present proof of service and the amount of pay received.

### 19.04 Bereavement Leave

- a) The employer shall grant all permanent employees the necessary time, up to a maximum of five (5) consecutive days/shifts, three (3) days/shifts with pay and two (2) days/shifts without pay, upon request to attend the funeral of a spouse (including common-law), father, mother, child, sister or brother, spouse's child or grandchild. Part-time employees shall receive a prorated benefit based on hours scheduled to be worked.
- b) All permanent employees may request paid leave of up to one (1) day/shift upon request to attend the funeral of a close friend or relative who is not an immediate family member.
- c) The employee may request vacation or unpaid leave of absence as may be required to extend this leave.

### 19.05 Maternity/Parental/Adoption Leave

The employer shall grant maternity, parental and adoption leaves in compliance with *The Saskatchewan Employment Act*.

### 19.06 Personal Leave

Personal leave is an extraordinary and unusual circumstance over which the employee has little or no advance warning or control. An employee will be entitled to one (1) day of leave, with pay, each year, for matters of personal leave.

### 19.07 Interpersonal Violence Leave

The employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with intimate partner violence or abuse in their personal life is entitled to ten (10) days of leave, 5 days paid and 5 days unpaid, consecutively or intermittently in a fifty-two (52) week period, as needed by the employee.

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

Information should be shared:

- in emergency situations.
- for threat assessment.
- for safety planning.
- for the effective implementation of protective orders.

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

The parties understand intimate partner violence can affect all workers in a workplace and will work together to ensure all workers' safety should a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings.

## ARTICLE 20 – PAY ADMINISTRATION

### 20.01 Pay Periods

Employees shall be paid semi-monthly by direct deposit. Whenever possible employees shall be paid on the 15<sup>th</sup> of the month and the last day of the month.

### 20.02 Statement of Earnings

Every employee shall receive a statement of earnings for each pay period as per *The Saskatchewan Employment Act*.

### 20.03 Promotion

- a) Where the employer creates a new position or reclassifies existing classifications due to significant changes to the job content or qualifications, the employer will advise the

union in advance and of the proposed wage or salary rate. The rate of pay shall be subject to negotiation between the employer and the union.

- b) The employer shall have the right to proceed to fill positions and set a temporary rate of pay until a negotiated agreement is reached. The rate of pay negotiated shall be adjusted retroactively to the date the successful applicant was appointed to the position.

20.04 An employee temporarily assigned by the Executive Director to perform the majority of duties and responsibilities of a higher paid classification for a period of one (1) working day/shift or more, shall receive a five per cent (5%) increase in their pay.

#### ARTICLE 21 – DUTY TO ACCOMMODATE

21.01 Accommodation of employees within the workplace is a shared responsibility. Where an employee, because of a *bona fide* disability, cannot perform their regular work, and has submitted medical evidence specifying limitations by a qualified medical professional, the Employer will endeavour to implement modifications or find suitable work for such employee.

The employee shall co-operate in the accommodation process and shall provide ongoing medical documentation identifying their limitations in detail but shall not include disclosure of the diagnoses.

When requested by the employee or when a potential accommodation will impact the agreement or other members, the Union, will be requested by the employer to participate, co-operate and collaboratively work with the employer to attempt to find suitable work for such employee up to the point of undue hardship.

#### ARTICLE 22 – GENERAL

22.01 This agreement constitutes the total agreement reached between the parties and supersedes any and all previous agreements either oral or written.

22.02 Employees who are required to operate vehicles shall be required to possess and maintain a valid driver's license and immediately advise the employer of any restrictions placed on their driver's license.

22.03 Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage or destruction of employer premises and equipment. The employee must report any loss or damage to premises or equipment, in writing, immediately to their supervisor.

22.04 Meals

All employees who are not permitted to leave the workplace shall be entitled to meal/rest breaks in accordance with *The Saskatchewan Employment Act*, giving consideration to operational /client needs. Employees must remain at the work site unless permission is obtained by the supervisor in writing to have a scheduled rest period off site.

22.05 Criminal Records Check

An employee who is required to submit a Criminal Record/Vulnerable Sector Check(s) to the employer shall be reimbursed the cost of obtaining such check.

ARTICLE 23 – TERMS OF THIS AGREEMENT

23.01 Duration

This agreement shall be binding and shall remain in effect as and from the signing of this agreement and shall continue until March 31, 2023, and then from year to year except as provided for in Articles 23.02 and 23.03.

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

23.02 Changes

Any changes deemed necessary in this agreement may be made by mutual agreement through a Letter of Understanding at any time during the existence of this agreement.

23.03 Wage Re-opener

Should government initiatives result in improved funding for wages or benefits, the parties shall meet to negotiate revisions to this agreement. The employer shall follow the guidelines pertaining to time of and allocation of funds provided by the government. Additionally, should the government reduce funding to the employer, the parties agree to meet and negotiate any changes required to address the funding shortfall.

Dated this 16 day of September, 2021.

Signed on behalf of the Canadian Union  
of Public Employees, Local 5398:

[Handwritten Signature]

Sept 16, 2021

Signed on behalf of the Southwest  
Crisis Services Inc.

[Handwritten Signature] - Board  
Chair

Sept 16, 2021

AN/tg.cope491

## SCHEDULE “A” Wage Schedule

The following wage schedule shall apply to all Outreach Counsellors and Shelter Support Workers.

<b>Position</b>	<b>Rate (Hourly Wage)</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
Outreach Counsellor	\$23.50	\$24.08	\$24.69	\$25.31	\$25.94	\$26.59
Shelter Support Worker*	\$17.00/\$18.00	\$17.96/\$18.96	\$18.41/\$19.41	\$18.87/\$19.87	\$19.34/\$20.34	\$19.82/\$20.82

\*Shelter Support Worker – night premium is \$1.00 more per hour.

## SCHEDULE "B"

Any employee may be exempt from the Dental and Health Plan if coverage already exists through a plan held by their spouse.

Benefit premiums are paid via deductions from every pay period as follows:

<b>Plan</b>	<b>Employee</b>	<b>Employer</b>
Extended	45%	55%
Dental	45%	55%
Accidental Death and Dismemberment	45%	55%
Life Insurance	45%	55%
Long-Term Disability	100%	0%

LETTER OF UNDERSTANDING No. 1

Between

SOUTH WEST CRISIS SERVICES INC. (the Employer)

And

CANDIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 5398 (the Union)

*(Agreed to November 18, 2019)*

**Re: Labour Management Committee**

---

A Labour management committee shall be established and consist of equal Union and Employer representation with two (2) individuals from each side. The Labour Management Committee will meet twice (2) per year, or more frequent if mutually agreed, with a mandate to improve service, employee engagement, discuss and resolve concerns and promote a harmonious relationship. The Committee shall meet at a mutually agreed time and place.

Additional members may be in attendance subject to mutual agreement by the parties. The Committee will have the ability to make recommendations to the Union and the Employer with respect to its' discussions and conclusions. The Committee does not have the power to bind the Union or the Employer. The Labour Management Committee shall not have jurisdiction over wages or any matter of collective bargaining.

Either party may provide thirty (30) days' notice to terminate this letter of understanding prior to the expiration of the collective agreement. This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties and shall expire at the end of the term.

Dated this 13 day of September 2021

Signed on behalf of:  
The Canadian Union of Public  
Employees, Local 5398

Lwaasa  
Sept 13/2021

Signed on behalf of:  
The South West Crisis Services Inc.

Becky Walker  
Sept. 13, 2021

Letter of Understanding

Between

CUPE 5398

And

South West Crisis Services

RE: Amanda Polsfut Hours of Work and Overtime

The parties agree that while Amanda Polsfut holds the position of Outreach Counsellor, the following provision shall apply:

- a) Her normal hours of work shall be eight (8) hours a day, forty (40) hours a week, with the regular days of rest being Saturday and Sunday whenever possible, subject to operational and client needs.
- b) If she works in excess of eight (8) hours a day or forty (40) hours in a week shall accumulate banked time at straight time (hour for hour) to a maximum of forty (40) hours at any given time and shall be submitted on her time sheet. Banked time will be taken as approved by the Executive Director.
- c) Subject to prior written approval of the Executive Director, she may be granted paid overtime at the rate of one and one-half times (1½ X) the regular rate of pay for any hours in excess of eight (8) hours in a day or forty (40) hours in a week.

Dated this 13 day of September 2021.

Signed on behalf of:  
The Canadian Union of Public  
Employees, Local 5398

L. Waasa

Sept 13 / 2021

Signed on behalf of:  
The South West Crisis Services Inc.

Becky Whelan

Sept. 13 / 2021

LETTER OF UNDERSTANDING

E-MAILED  
03/30/21

between the

CUPE LOCAL 5398  
(the "Union")

and

SOUTH WEST CRISIS SERVICES  
("the Employer")

RE: Schedule A - Wages

Due to the delay in bargaining a first collective agreement, the parties agree to the following wages effective March 24, 2021:

Outreach Counsellor	\$23.50/hour
Sexual Assault Counsellor	\$23.00/hour
Shelter Support Workers	\$17.00/hour plus \$1/hour for premium night pay

The parties also agree that any current Shelter Support Workers that are making \$17.00/hour or more will receive a 2% increase on their current rate of pay.

Dated at Swift Current, Saskatchewan this 30<sup>th</sup> day of March, 2021.

CUPE Local 5398

South West Crisis Services

Per: Amasa

Per: Burke

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

between the

**CUPE LOCAL 5398  
(the "Union")**

and

**SOUTH WEST CRISIS SERVICES  
(“the Employer”)**

**RE: Outreach Support Counsellor**

**\*This LOU is intended to replace the LOU signed by parties on March 30, 2021 RE:  
Outreach Support Counsellor**

The parties agree that the Outreach Support Counsellor is a temporary bargaining unit position that will have access to all rights under the collective agreement. This position will work 24-hours per week at a rate of \$20/hour and shall be subject to any negotiated general wage increases. These provisions shall come into effect as of April 1, 2021.

Effective September 24, 2021 the following wage schedule shall be applied to all Outreach Support Counsellors:

Position	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Outreach Support Counsellor	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08	\$22.63

Due to the temporary funding associated with the continuation of this position, this Letter of Understanding will expire on March 31, 2022 at which time the parties may agree to revise and resign the Letter of Understanding.

Dated this 13 day of September 2021.

Signed on behalf of:  
The Canadian Union of Public  
Employees, Local 5398

Shwasa  
Sept 13/2021

Signed on behalf of:  
The South West Crisis Services Inc.

Becky Walker  
Sept. 13, 2021

**LETTER OF UNDERSTANDING**

between the

**CUPE LOCAL 5398  
(the "Union")**

and

**SOUTH WEST CRISIS SERVICES  
("the Employer")**

**RE: Outreach Counsellor (Men's Services)**

**\*This LOU is intended to replace the LOU signed by parties on March 30, 2021 RE: Men's Outreach Counsellor**

The parties agree that the Outreach Counsellor (Men's Services) is a temporary bargaining unit position that will have access to all rights under the collective agreement. This position will work 24-hours per week at a rate of \$23/hour and shall be subject to any negotiated general wage increases. These provisions shall come into effect as of April 1, 2021.

Effective September 24, 2021 the following wage schedule shall be applied to all Outreach Counsellors (Men's Services):

Position	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Outreach Counsellor (Men's Services)	\$23.50	\$24.08	\$24.69	\$25.31	\$25.94	\$26.59

Due to the temporary funding associated with the continuation of this position, this Letter of Understanding will expire on March 31, 2022 at which time the parties may agree to revise and resign the Letter of Understanding.

Dated this 13 day of September 2021.

Signed on behalf of:  
The Canadian Union of Public  
Employees, Local 5398

Shwasa  
Sept 13/2021

Signed on behalf of:  
The South West Crisis Services Inc.

Beky R. Walker  
Sept. 13, 2021