

COLLECTIVE AGREEMENT

between

BATTLEFORDS RESIDENTIAL SERVICES INC.

and

CUPE / *Canadian Union
of Public Employees*

LOCAL 3354

April 1, 2022 to March 31, 2025

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This Agreement made this 22 day of July, 2022.

BETWEEN: BATTLEFORDS RESIDENTIAL SERVICES INC.
in the City of North Battleford
Hereinafter referred to as the "Employer"

AND: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3354, being a Chartered Local Union of
The Canadian Union of Public Employees (C.L.C.),
hereinafter referred to as the "Union".

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is as follows:

- a) to maintain a sound and satisfying relationship between the Employer and its Employees;
- b) to provide a consistent and caring environment for individuals with developmental disabilities;
- c) to encourage stable working conditions by promoting competent and credible training and care for clients;
- d) to establish wage rates and other working conditions as outlined in this contract.

NOW THEREFORE Battlefords Residential Services Inc. and CUPE Local 3354 agree as follows:

ARTICLE 2 – SCOPE

2.01 This Agreement shall apply to all employees employed by the Battlefords Residential Services Inc., except the Executive Director, Associate Executive Director, **Office Administrator**, Managers, Supported Living Program Manager and the Co-ordinators of Program Services.

ARTICLE 3 – DEFINITIONS

3.01 "Executive Director" means the Employer's Executive Director.

- 3.02 "Board of Directors" means Board of Directors of Battlefords Residential Services Inc.
- 3.03 "Employee" and "Employees" means a person or persons to which the terms of this Agreement apply.
- 3.04 "Supervisor" means Manager, Co-ordinator of Program Services, Associate Executive Director and/or Executive Director.
- 3.05 A "Full-Time Employee" is an employee who is awarded a full-time position and who is scheduled and who works the full daily and weekly hours as stated in Article 15.
- 3.06 A "Part-Time Employee" is an employee who is awarded a part-time position and who is regularly scheduled to work less than the full weekly hours as stated in Article 15.
- 3.07 A "Casual Employee" is an employee who works on a call-in basis and does not work a regular and recurring schedule.
- 3.08 "Summer Student Employees" are students who are hired by the Employer to work anytime between May 1 and September 10 using grants and/or funding programs relating to post-secondary students. Summer Student employees do not become members of the Union, nor do they pay Union dues and are not covered by any of the provisions of this Agreement.
- 3.09 Business Day means Monday to Friday not including Public Holidays.
- 3.10 Classification of an employee refers to full-time, part-time or casual.
- 3.11 Status of an employee refers to permanent or temporary.

ARTICLE 4 – DURATION OF AGREEMENT

- 4.01 This Agreement shall become effective on the date of signing and shall continue in effect until the thirty-first (31st) day of March **2025**. This Agreement will continue automatically from year to year thereafter, unless one party notifies the other in writing that it desires to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

Notwithstanding the provisions of Article 4.01. above, this agreement may be opened for the negotiation of benefits and/or salary in the event the funding agent grants an increase in funding for salary, relief and/or benefits to the

Employer. Either party intending to enter into such negotiations of salary and/or benefits shall be required to serve the other party with not less than fourteen (14) days written notice of intent.

It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect. Any negotiated salary increase and/or benefits cost increase to the Employer shall not exceed the amount of funding increase received for salary, relief and benefits from the funding agent(s).

ARTICLE 5 – UNION SECURITY

No employee will be discriminated against for reporting to the Union an alleged violation of this Agreement or for exercising any right under this Agreement.

CONFIDENTIALITY

The parties recognize that the principle of confidentiality within a labour relations context is extremely important. Depending on the specific situation this principle recognizes that managers, supervisors, Union representatives, and employees may have legitimate access to confidential information for labour relations/business purposes.

Union representatives that have access to confidential information for labour relations/business purposes have the right to discuss the information with other employees and/or the hired Union staff representative if they have a legitimate business interest to the information.

5.01 Recognition:

The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.

5.02 Non-Discrimination:

There shall be no discrimination by the Union or by the Employer with respect to any employee by reason of age, race or perceived race, creed, colour, ancestry, nationality or place of origin, political or religious affiliation, sex, sexual orientation, gender identity, marital status, family status, disability, receipt of public assistance nor by reason of membership or activity in the Union **or any other prohibited ground identified in *The Saskatchewan Human Rights Code or The Saskatchewan Employment Act.***

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

5.04 Dues Check-Off:

- a) The Employer agrees that upon written request by the Union accompanied by signed authorization cards, the Employer shall deduct initial fees, assessments and monthly Union dues from the earnings of each employee in accordance with the procedure designated by the Union. Funds deducted from an employee's earnings on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union within two (2) weeks following completion of the last payroll period in the calendar month accompanied by a list of the names, addresses, phone numbers (when known), total earnings, Union Dues deducted in the deduction period and copies of job postings which have been filled.
- b) Cessation or commencement of payment of Union dues payable by members moving in or out-of-scope of this Agreement shall take effect as follows:
 - i) Negotiated inclusion or exclusion – the month following the signing of an Agreement.
 - ii) Promotion, demotion or transfer – the month following such promotion, demotion or transfer;
 - iii) Reclassification – in the month following the decision to reclassify.
- c) A Union member temporarily assigned to an out-of-scope position will continue to pay Union dues based on their rate of pay in their last in-scope position.

5.05 Dues Receipts:

The Employer agrees to record all Union dues paid in the previous year on the employee's Income Tax (T4) slips.

5.06 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security.

5.07 The Union will supply the Employer's representatives with the names of its officers.

5.08 Union Notification:

The Union shall be notified of all hirings, lay-offs, retirements and terminations of employment within thirty (30) days of such occurrence.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union recognizes the right of the Employer to exercise the regular and customary function of the Employer to direct its employees, subject to the terms of this Agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definition:

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

A grievance shall only be considered if it is submitted in writing clearly stating the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested to the supervisory official in Step 1 of the Grievance Procedure, within ten (10) business days from the date the employee first became aware of the act causing the grievance or should have come to the attention of the employee.

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

7.02 Time Limits and Procedure:

To provide an orderly process for settling grievances, the Union shall identify its shop stewards and unit chair persons. Only those identified on the list and a Union staff representative is authorized by the Union to file grievances.

After a grievance has been filed by the Union it becomes property of the Union.

The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the Union

a) STEP ONE

Housemanager – in the event that any grievance arises during the currency of this Agreement, the employee(s) shall refer the matter to the Union Steward who shall bring the matter to the attention of the Housemanager within ten (10) business days from the date the employee or Union first became aware of the act causing the grievance or should have come to the attention of the employee or Union. The Housemanager concerned shall discuss the grievance with the Union Steward and shall render a decision within ten (10) business days of being notified of the grievance.

b) STEP TWO

Failing a satisfactory settlement, within ten (10) business days after the answer at Step 1 was, or should have been given, by the Housemanager, the Union may advance the grievance by submitting the grievance in writing to the Program Co-ordinator. A meeting shall be scheduled between the Program Co-ordinator with the Grievance Committee of the Union within a further five (5) business days to attempt to resolve the grievance. The Program Co-ordinator shall give an answer in writing within ten (10) business days after the Step 2 meeting was held.

c) STEP THREE

In the event that the Program Co-ordinator does not give a decision satisfactory to the Union or does not render a decision within the time prescribed above, the Grievance Committee of the Union may refer the grievance in writing to the Executive Director within five (5) business days, who shall discuss the grievance with the Grievance Committee within five (5) business days and shall render a decision within ten (10) business days of such discussion with the Grievance Committee.

7.03 a) Arbitration:

i) In the event that the grievance is not settled by the foregoing procedure, the aggrieved party shall, by serving written notice to this effect to the other party within ten (10) business days of the date on which the Executive Director rendered their decision to the Union, have the right to request Arbitration.

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

b) Appointment of Nominee:

Wherever pursuant to the provisions of this Agreement, a reference to Arbitration is invoked, the parties shall, within ten (10) business days each appoint one nominee who shall be a member of the Arbitration Board.

7.04 Appointment of Chairman:

- a) The two (2) nominees shall, within a further ten (10) business days endeavor to agree upon an impartial Arbitrator, who shall be the third member and Chairperson of the Board. In the event that two (2) nominees cannot agree on the Chairman, the Chairman shall then be appointed in accordance with Section 6-46 and 6-47 of *The Saskatchewan Employment Act*.
- b) The Board of Arbitration, established under this Article, shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. Subject to the foregoing, an Arbitration Board shall have the power to dispose of any grievance involving dismissal or disciplinary action in the following manner:
 - i) by allowing the grievance;
 - ii) by denying the grievance; and
 - iii) by substituting a penalty which it deems just and equitable.
- c) This does not preclude grievances not involving dismissal or disciplinary action from being arbitrated.

7.05 Date and Place of Hearing:

Unless otherwise mutually agreed by the parties hereto the Arbitration Board, shall, within ten (10) business days of its establishment, set a date for the hearing of evidence.

7.06 Majority Decision:

The majority decision of the Arbitration Board shall be final and binding on the employee(s) concerned and the parties to this Agreement and there shall be no

stoppage of work because of the grievance. The majority decision shall be forwarded to the parties within ten (10) business days of the conclusion of the hearing.

7.07 Procedure:

The Arbitration Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. In the Arbitration hearings, each party shall be entitled to be represented by counsel, or otherwise, and to present evidence, to cross examine the witnesses of either party and to present arguments orally, and/or in writing.

7.08 Expenses – Arbitration Witnesses:

In the event an employee is called as a witness before an Arbitration Board convened under Article 7.03, the Employer shall grant leave and expenses shall be applicable as follows:

- i) if called by the Employer, leave without loss of pay, benefits and expenses paid by the Employer;
- ii) if called by the Union, leave without pay and without loss of benefits and expenses paid by the Union; and
- iii) if called by the Arbitration Board, the parties shall share equally the cost of leave and expenses.

7.09 Expenses of Arbitration:

The parties shall bear an equal portion of the expenses and allowances of the Board Chairperson. The parties will each bear the expenses and charges of its own Arbitrator. The parties will also bear the expenses of its own witnesses.

7.10 No Loss of Pay:

As far as practicable, the supervisory official concerned will meet representatives of the Grievance Committee and/or Union Steward during working hours, and no employee, steward, or member of a Grievance Committee shall suffer loss of pay by reason of time spent in discussing grievances or complaints with the representatives of the Employer.

7.11 Union Representatives:

In the discussion of grievances with representatives of the Employer, the Grievance Committee may, at any time be accompanied by a representative of the Canadian Union of Public Employees.

7.12 Extension of Time Limits:

Any of the time limits set forth in this Article may be extended by mutual agreement in writing by the parties. Said time limits are exclusive of weekends or holidays.

7.13 Procedural Orderliness:

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable and it is not the intention of the Employer or the Union to evade the settlement of disputes on a procedural technicality.

7.14 Personnel of Grievance Committee:

The Union shall submit, in writing to the Employer, the names of the members of its Grievance Committee, the Union Stewards and of any subsequent changes. The Employer shall submit, in writing to the Union, the names of the supervisory officials designated to deal with grievances and of any subsequent changes.

ARTICLE 8 – DISMISSAL, SUSPENSION AND REPRIMAND

8.01 Presence of a Shop Steward:

In all cases where the Employer considers an employee's conduct to warrant a disciplinary action (formal verbal reprimand, written reprimand, suspension or dismissal), the employee has the right to have their Shop Steward present.

8.02 Discipline Procedure:

The Employer shall send written notification to the employee, within five (5) Administration working days, with disclosure of the reasons, ground for action, and/or penalty, with a copy to the President of the Union. Extension of time frame will be granted if requested and agreed to by both parties.

8.03 Right to Have Steward Present:

An employee shall have the right to have their Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview. The supervisor will discuss the incident or particulars of the reprimand with the employee and their Shop Steward in a private place.

8.04 Suspension During Investigation:

- a) When an employee's conduct is considered by the Employer to warrant immediate removal, such employee shall be suspended until the matter has been investigated by the Employer. Time is of the essence in completing an investigation. During such investigation, the employee shall suffer no loss of pay or benefits.
- b) When an employee's conduct is considered by the Employer to warrant immediate removal due to a criminal investigation, such employee shall be suspended without pay until the matter has been investigated by the RCMP. If, at the end of this investigation, the Employer determines that the allegations are not borne out, the employee will be reimbursed to the date of the suspension. Time is of the essence in completing an investigation.

8.05 Personnel Records:

- a) An employee with forty-eight (48) hours written notice shall have the right to review and receive copies of their personnel record with the exception of pre-employment personal references contained therein. Such access shall be during normal office hours.
- b) Formal verbal reprimands and written reprimands two (2) years and older will not be used against an employee in any disciplinary action unless the incident in the formal verbal reprimand or written reprimand has been repeated within the two (2) year term.

ARTICLE 9 – JOB PERFORMANCE EVALUATIONS

9.01 Job Performance Evaluations:

Job performance evaluations will be conducted periodically as a means to assess an employee's performance. The employee will have the opportunity to question and respond to any evaluation. An employee's job performance evaluation is not a disciplinary meeting.

ARTICLE 10 – OCCUPATIONAL HEALTH AND SAFETY

- 10.01 The Employer and employees shall agree to carry out the provisions for Health and Safety as provided for under *The Saskatchewan Employment Act* and Occupational Health and Safety Regulations.

10.02 Occupational Health & Safety Committee:

An Occupational Health and Safety Committee shall be established for each facility. It will be composed of a Union and a Management member. The Occupational Health & Safety Committees shall hold meetings at least once every three (3) months, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies of the minutes shall be provided to the Employer and will be posted on the bulletin board of the home.

10.03 Medical Exams:

All employees covered by this Agreement, as well as new employees, may be required to have a medical examination, and it is further agreed and understood that any employee may be called upon at any time for a medical examination. Any cost associated with an examination and/or medical certificate requested by the Employer shall be paid for by the Employer with the exception of Group Insurance applications.

10.04 Personal Property Damage or Loss:

If an employee's clothing, glasses and other personal items of apparel are damaged by the action of a resident, the employee is required to access any insurance that may be available, such as WCB. Following that, the employee may submit a bill for reimbursement of any repair/replacement costs not covered by insurance to the Executive Director to a maximum of three-hundred dollars (\$300.00). Each request will be reviewed individually.

10.05 Communicable and Occupational Diseases:

In accordance with The Occupational Health and Safety Act and Regulations, the Employer will adopt, and the employees will follow safe rules and practices regarding communicable and occupational diseases, caused by exposure at the place of employment.

The Employer agrees, where possible, to reduce any contamination at the place of employment by a chemical substance, biological substance or known carcinogen. Employees shall report any such contamination to the Employer.

10.06 Maintenance of Equipment:

The Employer shall ensure that all equipment is kept in a condition of efficient and safe functioning by regular examination, testing and servicing or repair.

Employees shall be responsible to report faulty equipment to the Employer.

10.07 Personal Protective Equipment:

The Employer shall provide all employees with the necessary personal protective equipment and clothing 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 and clothing shall use such equipment and clothing and take reasonable steps to prevent damage.

10.08 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 the elimination of the incidence and causal factors of violence.

Employees will report any alleged incident of violence in the workplace to the Employer.

10.09 Harassment in the Workplace:

The Employer will develop and implement a written harassment policy that meets the requirements of the law; and ensure, as much as reasonably practicable, that workers are not exposed to harassment in the workplace.

10.10 Inclement Weather:

Employees are expected to make every reasonable effort to attend work punctually and take into consideration extreme weather and road conditions. In exceptional circumstances, employees may apply for and be granted a leave without pay if extreme weather or road conditions prevent them from attending work. Employees may also access accumulated vacation and banked time.

ARTICLE 11 – NOTICE BOARDS

11.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 12 – SENIORITY AND ROLE OF SENIORITY

12.01 a) Seniority Defined:

Seniority is defined as the length of service of employees in the bargaining unit. Casual employees shall accumulate seniority only for the purposes of job postings. Seniority shall operate on a bargaining-unit-wide basis.

For the purpose of calculating seniority, a year is equal to 2080 hours.

b) Accumulation of Seniority:

Seniority shall be accumulated and calculated from the date the employee last entered the service of the Employer. An employee shall earn seniority for:

- a) all actual time worked;
- b) paid annual vacations;
- c) paid holidays;
- d) all paid leaves;
- e) time off while receiving benefits under *The Workers' Compensation Act* to a maximum of two (2) years;
- f) Union Leave as outlined in 18.03;
- g) maternity, parental and adoption leave.

12.02 Role of Seniority:

When filling any regular in-scope position, promotion, transfer, lay-off and recall after lay-off, knowledge, skills and ability shall be the basis for determining the qualifications required to perform available work. Of those qualified, preference will be given to the most senior employee involved. Seniority shall not apply during the probationary period, however, once the probationary period has been completed seniority shall be credited for all hours worked from the last date of hire.

12.03 Seniority List:

The Employer shall maintain a seniority list showing the date hired and accumulated years and hours. An up-to-date seniority list shall be sent to the Union and posted on all Union Bulletin Boards in January and July of each year.

12.04 Seniority and Probation:

A new employee shall be on probation for 1,040 hours worked. During the initial probationary period, an employee may be terminated without cause.

12.05 Loss of Seniority:

Seniority shall be broken and all rights forfeited when:

- a) An employee is dismissed for just cause by the Employer and not reinstated;
- b) An employee voluntarily resigns or leaves the service of the Employer;
- c) An employee has been continually laid off due to lack of work for a period of one (1) year;
- d) They fail to return to work within five (5) calendar days following a lay-off. Employees being recalled from lay-off shall be notified by registered mail, addressed to the last known address of the employee. It shall be the responsibility of the laid off employee to keep the Employer advised of their current address;
- e) An employee is absent without just cause;
- f) A casual employee has not worked a minimum of **forty (40)** hours in a six (6) month period.
- g) A casual employee, who has not worked a minimum of **forty (40)** hours in a six (6) months period in a home will be removed from the casual call list for that home.
- h) An employee has been continually laid off due to accident or sickness for a period of twenty-four (24) months.
- i) An employee who is absent without leave shall, after three (3) consecutive working days of such unauthorized absence, without a valid reason be considered to have abandoned their position and will be deemed to have resigned.

ARTICLE 13 – JOB POSTING

13.01 Job Postings:

- a) When a new position is created, or when a permanent vacancy or temporary vacancy exceeding two (2) months or more occurs, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week.
- b) Employees who are filling a temporary position and apply for and receive

a permanent and/or temporary position give up all rights to their previous temporary position.

- c) **Full time permanent Employees who take a leave of absence and are filling a temporary position are ineligible to accept another temporary position until the first is completed. Part time or casuals employees who are filling a temporary position are eligible to accept another temporary position provided it is of a longer duration or increase in hours.**

13.02 Job postings shall contain the following information: nature of position, location of position and shall include a sample rotation.

13.03 Trial Period:

The successful applicant shall be notified within one (1) week following the end of the posting period. If the applicant currently holds a position and is moving into a position with a different classification and/or status from the position they are currently in, they shall be given a trial period of three (3) months, or the length of time required to complete the initial probation period, whichever is greater, during which time they will receive the necessary training for the position. Neither the employee nor the Employer shall curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to continue to perform the duties of the position, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Without limiting the generality of the foregoing, the following are examples:

- 1) If an employee is in a full-time position in one home and applies for and receives a full-time position in another home, the three-month trial will not apply;
- 2) If an employee is in a part-time position in one home and applies for and receives a part-time position in another home, the three-month trial will not apply;
- 3) If an employee is in a part-time position and applies for and receives a full-time position, the three-month trial does apply;
- 4) If an employee is in a full-time position and applies for and receives a part-time position, the three-month trial does apply;

- 5) If an employee is in a group home position, regardless of classification, applies for and receives a permanent position at BRIDGE or SLP, the three-month trial does apply, and vice versa.

13.04 Employees shall notify the Employer in writing of their availability for extra hours of work, and which location they wish to work.

13.05 Casual Employee First Shifts

New Casual employees hired and oriented for casual employment will receive first opportunity to work up to and including twenty-four (24) hours at that home before other employees are called to fill the shifts.

- 13.06 a) A full-time or part-time employee who **resigns may** request to be moved to the casual list and **if approved shall retain their seniority and continue to be paid at the same step on the pay grid..**
- b) **A full-time or part-time employee who is on an approved leave of absence may request to be placed on the casual list and if approved shall retain their seniority and continue to be paid at the same step on the pay grid..**

ARTICLE 14 – LAY-OFF AND RECALLS

14.01 Definition:

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

14.02 Role of Seniority in Lay-Offs:

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right has the qualifications and ability sufficient to perform the work of the employee with less seniority.

14.03 Recall Procedure:

Employees shall be recalled in the order of their seniority provided the employee has the qualifications and ability sufficient to do the work.

14.04 No New Employees:

New employees shall not be hired until those laid off have been given an opportunity of recall.

14.05 Advance Notice of Layoff:

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off one (1) month prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

14.06 Advance Notice of Termination:

Employees shall give two (2) weeks' notice of their intention of leaving the employment of the Employer.

14.07 Employees shall maintain, but not accumulate, seniority during any period of lay off.

ARTICLE 15 – HOURS OF WORK

15.01 The normal hours of work of a full-time employee shall be eight (8) hours per day (including a one-half (1/2) hour paid meal period), forty (40) hours per week.

"Week" shall be defined as the period between midnight on Saturday and midnight on the immediately following Saturday.

"Day" shall be defined as any twenty-four (24) hour period calculated from the time that the employee commences the scheduled shift.

The hours of work as stated in this Article are not to be construed as a guarantee as a minimum nor as a restriction for any maximum of hours to be worked.

15.02 Work schedules shall be posted seven (7) calendar days in advance.

15.03 Assignment of Overtime:

Overtime shall be called by rotation on the basis of seniority within each category (full-time, part-time, casual).

Employees will not be required to work overtime against their wishes when other qualified employees within the work unit are willing to perform the work.

15.04 Rest Periods Between Change of Shifts:

Full-time employees shall not be required to work without **twelve (12)** hours rest between shifts unless in cases of an unforeseen emergency.

- 15.05 a) Two (2) fifteen (15) minute rest periods shall be allowed all employees working an eight (8) hour day; the actual time to be mutually arranged to fit the circumstances. All other employees working less than an eight (8) hour day shall be allowed one (1) fifteen (15) minute rest period within each three (3) hours of work.
- b) Every effort will be made to grant such rest periods midway between each half shift.
- c) **Employees shall interrupt their rest period where participants need their assistance but may be entitled to recommence their rest period as soon as it is practical to do so. Any employee unable to utilize their rest period due to operational demands on a given shift shall not incur any additional costs to the Employer.**

15.06 Minimum Report Pay:

Every employee who is required to report for duty, other than for overtime, shall be paid **for a minimum of three (3) hours.**

15.07 Maximizing Part time Employment:

Should the senior employee be scheduled for a shorter shift and a longer shift becomes available within the same worksite, **providing the shifts overlap either at the beginning or end of the shift**, the employee shall be offered the longer shift provided it does not require the payment of overtime.

15.08 Overtime for Work After a Scheduled Shift:

Employees required to remain at the worksite until their replacement arrives shall be paid for fifteen (15) minutes pay at overtime rates for each quarter hour or portion thereof provided they would be eligible for overtime.

Employees shall not be required to work a double shift against their wishes.

ARTICLE 16 – TRAVEL AND ALLOWANCES

16.01 Use of Employee's Vehicle:

When an employee who is assigned to work in a Group Home operated by the Employer is requested by the Employer and agrees to use their own vehicle, mileage will be paid at a rate as determined by the Public Service Commission.

16.02 Damage to Vehicles:

The Support Worker and SALP Caseworkers will receive fifty (\$50.00) at the end of each fiscal year to cover any damages and general cleaning to their vehicle. If the Support Worker or SALP Caseworkers are not employed for a complete year the amount payable will be prorated. If there is damage done to their vehicle by a client, in excess of fifty dollars (\$50.00), upon proof and written repair/cleaning estimates, the Board will consider payment on an individual case basis.

16.03 Transportation Allowance:

The monthly transportation allowance received by the SLP caseworkers will be seventy (\$70.00) dollars per month.

ARTICLE 17 – PUBLIC HOLIDAYS

17.01 "Public Holidays" shall mean:

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

17.02 Public Holiday Pay:

- 1) The Employer shall pay an employee for every public holiday an amount equal to:
 - a) 5% of the employee's wages, not including overtime pay, earned in the four weeks preceding the public holiday.

- 2) For the purposes of subsection 1), the Employer shall include in the calculation of an employee's wages:
 - a) vacation pay with respect to vacation the employee actually takes in the four weeks preceding the public holiday; and
 - b) public holiday pay in an amount required pursuant to subsection 1) if another public holiday occurs in the four-week period mentioned in clause 1) a).
- 3) If an employee works on a public holiday, the Employer shall pay the employee the total of:
 - a) the amount calculated in accordance with subsection 1); and
 - b) for each hour or part of an hour in which the employee is required or permitted to work or to be at the Employer's disposal:
 - (i) an amount calculated at a rate of one and one-half times (1.5X) the employee's hourly wage.
- 4) Double shifts will not be permitted on a public holiday.

Employees who are scheduled to work a shift on a public holiday will not be permitted to pick up a second shift on the public holiday, unless no other employees are available to work.

17.03 Christmas Day or New Year's Day Off:

- a) Insofar as the regular operation of the Employer permits, full-time and part-time employees shall have either Christmas Day or New Year's Day off alternately, unless the employee agrees otherwise.
- b) To achieve the above, the parties agree that certain shift scheduling provisions contained in this agreement may have to be temporarily waived for specified time periods as mutually agreed between the Employer and Union provided no additional overtime would be payable.

17.04 Where a Public Holiday falls during an employee's annual vacation period such employee shall receive an additional day added to their vacation, if that day would have been a regularly scheduled workday for that employee.

17:05 Full time employees, who work on a Public Holiday as part of their regular schedule, shall be permitted to bank the overtime hours.

Part time employees, who work on a Public Holiday as part of their regular schedule, shall be permitted to bank the one-half portion of the overtime hours.

ARTICLE 18 – VACATIONS

18.01 "Vacation" means annual earned vacation.

18.02 Vacation Credits:

- a) During the first year of employment and every year after up to nine (9) years of service, the employee shall be entitled to three (3) weeks annual vacation. Employees entitled to receive three (3) weeks annual vacation shall receive 3/52nds of their total wage for the past year as annual vacation pay.
- b) After nine (9) years of service, the employee shall be entitled to four (4) weeks annual vacation. Employees entitled to receive four (4) weeks annual vacation shall receive 4/52nds of their total wage for the past year as annual vacation pay.
- c) After fifteen (15) years of service the employee shall receive a one-time extra week of vacation for the completion of fifteen (15) years' service.

After twenty (20) years of service the employee shall receive an additional one-time extra week of vacation for the completion of twenty (20) years' service.

- d) Casual employees will be paid out their vacation credits monthly at the appropriate rate of 3/52 or 4/52 of the salary earned for the month.
- e) Bridge program employees who work a regularly scheduled 7 hours/day; 35 hours/week are eligible for accumulating vacation credits.
- f) Vacation leave shall be taken in the vacation year following that in which it is earned.
- g) Each day of vacation taken by an employee will be paid at their current rate for their normal working hours for that day. No premiums or bonuses will apply.
- h) The Employer will provide each employee with notice of their accumulated vacation in January, indicating total accumulated vacation hours and vacation hours required to be taken prior to the end of March
- i) Part-time employees shall accumulate vacation credits on the basis of 3/52 or 4/52 of their regularly scheduled working days per month.

18.03 Vacation Pay on Termination:

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to payment on their final paycheck for all accumulated vacation time.

18.04 Preference in Vacations:

Preference in choice of vacation dates shall be on the basis of seniority with the most senior employee rotating to the bottom of the list the following year. Employees who do not request vacation time before April 15th of each year shall forfeit their right to use seniority. Disputes after this date shall be governed on a first-come, first-serve basis.

18.05 Employees who are hospitalised during their vacation time may have such time charged to sick leave and may take unused vacation time upon return from Sick Leave at a mutually scheduled time. Bereavement leave will be granted in accordance with Article 19.03.

18.06 Work During Vacation:

No employee shall be required to work during their scheduled vacation period.

18.07 Vacation Carry Over:

Vacation entitlement as per Article 18.02 will be taken by all employees annually, subject however to the provision that employees may make application to the Employer for carry-over of the entitlement to the following year. Such carry-over will be at the discretion of the Employer.

18.08 The Employer agrees that the notice to apply vacation leave of two (2) or fewer days will be seven (7) days or as soon as possible. The Employer agrees that the notice to apply for vacation leave of greater than (2) days will be fourteen (14) calendar days. Such request shall not be unreasonably withheld.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration meetings with the Employer.

19.02 Leave of Absence for Union Functions:

Upon request to the Employer and when operationally feasible, an employee elected or appointed to represent the Union at conferences, meetings, or conventions, shall be allowed leave of absence without pay, but with all benefits.

An employee shall receive the pay and benefits provided for in this Agreement, when on unpaid leave of absence for Union business, provided written authorization has been submitted to the Executive Director by the Union executive prior to the Leave of Absence. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

19.03 Paid Bereavement Leave:

Upon request, Bereavement Leave with pay shall be granted to full-time and part-time employees from scheduled work occurring between the date of death and two (2) days after the funeral as follows:

- a) Five (5) regularly scheduled consecutive working days in the event of the death of an employee's spouse, common-law spouse, parent, mother-in-law, father-in-law, grandchild, brother, sister, child, step-child, fiancé(e), son-in-law, or daughter-in-law;
- b) Two (2) regularly scheduled consecutive working days in the event of the death of grandparents, great-grandparents, spouse's grandparents, sister-in-law, brother-in-law, aunts, uncles, nieces, and nephews.

Additional time with pay will be granted if burial occurs at a distance in excess of three-hundred (300) kilometers (one way).

All such leaves shall be deducted from accumulated sick leave and will not exceed a total of seven (7) days.

19.04 Pallbearer's Leave:

One-half (1/2) day leave shall be granted without loss of pay or benefits to attend a funeral as a pallbearer.

19.05 Maternity, Parental and Adoption Leave:

The Employer will grant Maternity, Parental and Adoption Leave in accordance with current Saskatchewan and/or other applicable Legislation.

19.06 Leave for Personal Reasons:

The Employer may grant an employee leave without pay at the Employer's discretion where the employee requests such leave for good and sufficient reason. Such request shall be in writing and approved by the Employer.

19.07 Jury Duty:

When an employee is subpoenaed for jury duty or as a court witness, such employee shall not suffer any loss of benefits or pay. The amount paid by the Employer shall be the difference between the employee's normal salary for their scheduled hours of work and the indemnity paid by the court.

ARTICLE 20 – SICK LEAVE

20.01 "Sick Leave" means the period of time an employee is absent from work due to illness for which compensation is not covered (payable) by *The Workers' Compensation Act*.

20.02 Annual Paid Sick Leave:

Sick Leave credits shall accumulate for full-time employees from the date of employment on the basis of 1¼ working days per month. Part-time employees shall accumulate sick leave credits on the basis of 3/52 of their regularly scheduled working days per month.

20.03 Accumulation of Annual Paid Sick Leave:

Full-time employees may accumulate to a maximum of three-hundred and twenty (320) hours in total. Part-time employees may accumulate to a maximum of three-hundred and twenty (320) hours in total.

20.04 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave credits of all scheduled hours absent for sick leave. Employees who do not have accumulated sick leave may be allowed an unpaid leave of absence or allowed to use vacation credits; in such case the Employer may require a medical certificate or note from a qualified medical practitioner. The Employer will reimburse the employee for all costs associated with the production of a medical certificate.

Employees will schedule medical appointments other than emergent, specialist, or out-of-town appointments during their scheduled time off. Employees who work a regular day shift shall be allowed to access sick leave for all medical appointments. A confirmation of attendance at such an appointment may be

required (at the employee's expense), or the leave will be deducted from the employee's accumulated vacation or be granted as a leave without pay.

20.05 Illness in the Family:

An employee shall be entitled, after notifying their Manager, to use up to a maximum of five (5) accumulated sick leave days per year to care for their spouse, parent, or child who is ill. The Employer reserves the right to request confirmation of illness from the employee.

20.06 Upon receiving twenty-four (24) hours' notice from an employee, the Employer shall advise the employee of the amount of sick leave accrued to their credit. After the close of each calendar year, the Employer shall advise each employee of the amount of sick leave they have accrued.

20.07 Call-in times when Sick or Unable to Work:

When an employee is unable to work a pre-scheduled shift, they shall notify the staff in charge with the following lead times:

- 6:00 p.m. for the night shift
- 6:00 a.m. for the day shift
- 10:00 a.m. for the afternoon shift

No employee shall be required to work while sick or injured.

ARTICLE 21 – PROPER ACCOMMODATION

21.01 The Employer agrees to provide suitable accommodation to all employees to store personal effects and clothing.

ARTICLE 22 – PAYMENT OF WAGES

22.01 The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto, and forming part of this Agreement.

22.02 Every employee shall receive a statement showing the gross amount earned, itemized deductions and net amount payable.

- 22.03 a) All employees will be paid on a bi-weekly basis.
- b) A week is midnight on a Saturday to midnight the following Saturday.
- c) Pay Period will be a 2-week period.

- d) Pay day will be the Friday following the end of the pay period.
- e) In the event a Statutory Holiday is on a Friday, pay day will be the preceding work day.

22.04 Employees temporarily transferred by the Employer to a supervisory position shall be paid at the rate determined by the Employer. Those employees acting up as a supervisor shall continue to pay Union dues based on their new rate.

ARTICLE 23 – GENDER

23.01 The use of "she" or "her" within this Collective Agreement shall refer to persons of the masculine gender wherever the facts or context so require.

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 a) All eligible permanent full-time and part-time employees will be enrolled in the following Benefit Plans:

- 1) Employee Life
- 2) Accidental Death and Dismemberment Insurance
- 3) Dependent Life Insurance
- 4) Weekly Indemnity Benefit
- 5) Long-term Disability Insurance
- 6) Extended Health Insurance
- 7) Dental Insurance

The employee pays 100% of the premiums of the Weekly Indemnity Insurance and the Long-Term Disability Insurance.

The Employer agrees to pay 50% of the cost of the total premiums of the benefit plan. Provided, however, where the cost of the Weekly Indemnity Insurance and the Long-Term Disability Insurance premiums exceed 50% of the cost of the total premium of the benefit plan for any individual employee, the Employer shall only be required to pay the premium costs for the other benefits excluding Weekly Indemnity and Long-Term Disability.

b) Eligibility for Benefits for Casual Employees:

Casual employees who work more than three hundred and ninety (390) hours in their first six (6) months of employment and who thereafter work more than seven hundred and eighty (780) hours per calendar year are eligible to enroll on the basic Benefits Plan.

The basic Benefits Plan (as outlined in Labour Standards) includes the following:

- 1) For members only:
 - a) A Dental Plan
 - b) A Group Life Plan
 - c) An Accidental Death and Dismemberment Plan
- 2) For member and dependents:

Prescription Drug Plan

The above benefits are at 50% of full-time employees. The Employer agrees to pay 50% of the monthly premium and the employee agrees to pay 50% of the monthly premium.

- c) If an employee who is on leave and while on such leave is eligible to continue with the group insurance program and wishes to continue with the group insurance program, it is the employee's responsibility to ensure payment of their portion of the premium is made to the Executive Director prior to the 3rd day of the month, or the insurance may be discontinued without notice to the employee.

24.02 Pension Plan:

- 1) Each person who is a permanent employee shall become eligible and must join the plan on the first day of the month coincident with or first following completion of 3 months in a permanent position;
- 2) Each person who is employed on a temporary or casual basis shall become eligible and must join the plan on the first day of the month coincident with or next following completion of 24 months of continuous service, provided the employee's earnings are at least 35% of the YMPE in each of the two consecutive calendar years immediately preceding the year in which application for membership is made or completing 700 hours of employment in each of the two consecutive calendar years immediately preceding the year in which application for membership is made;

- 3) Each member commencing on the day the employee becomes a member and during the period of the member's membership in the plan, shall contribute through monthly payroll deductions 4% of the member's earnings;
- 4) The Employer shall contribute for each eligible employee enrolled on the plan an amount equal to the employee's 4% contribution;
- 5) Payments and contributions for employees who are on a leave of absence for education, maternity or disability reasons will be suspended for the term of leave.

ARTICLE 25 – NO STRIKE NO LOCK OUT

25.01 The Union and the Employer agree to abide by Section 6-30 of *The Saskatchewan Employment Act*.

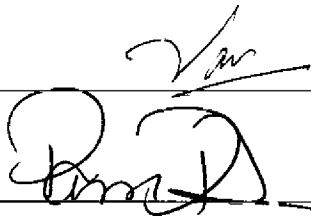
SIGNING PAGE

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed

this 22 day of July A.D., 2022.

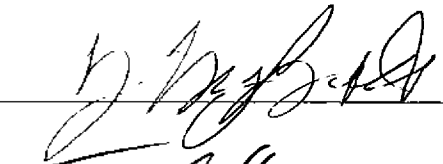
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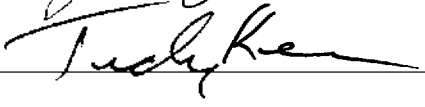
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3354




EXECUTED ON BEHALF OF:

BATTLEFORDS RESIDENTIAL
SERVICES INC.







EXECUTED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, (CLC), by:

CUPE Representative

SCHEDULE "A" – WAGES

Effective April 1, 2022:

| | STEP 1 Start | STEP 2 2080 Hours | STEP 3 4160 Hours | STEP 4 6240 Hours |
|--------------------|-------------------------|------------------------------|------------------------------|------------------------------|
| Careworkers | \$17.64 | \$19.27 | \$20.56 | \$22.04 |

2.0% wage increase is retroactive to April 1, 2022. The retroactive pay will be included in the next pay period following signing.

Adjustments to starting wage and hours between steps of the wage grid will be effective on the date of signing.

LETTER OF UNDERSTANDING #1 – JOB SHARING

BETWEEN: BATTLEFORDS RESIDENTIAL SERVICES
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3354
RE: JOB SHARING

The parties hereby agree that Job Sharing will be implemented under the following terms and conditions:

1. Definitions:
 - a) Job Sharing means two (2) employees are equally sharing the duties and responsibilities of one (1) permanent full-time position.
 - b) Incumbent employee means the employee who was originally hired to fill the permanent full-time position which is being Job Shared or requested to be Job Shared.
 - c) Job Sharer means the person filling or requesting to fill the other one-half (1/2) of the full-time position with the Incumbent employee.
2. A full-time employee wishing to Job Share will make their request to the Executive Director in writing. This request will be reviewed by the Personnel Committee who will either approve or reject the request. Where there are greater number of applicants than agreed to Job Sharing positions then the applicant will be chosen on the basis of seniority.
3. Job Sharing positions shall run for a minimum term of six (6) months to a maximum term of two (2) years.
4. The Incumbent must notify the Executive Director, in writing 30 days prior to the expiration of the term of the job share, if they would like to have their job share considered for another term. If the request for another job share term is granted, the job sharer, will be offered the position for another term. If they do not wish to remain in the job share, the other half of the job share position will then be posted.
5. If the other half of the Job Sharing position is posted unsuccessfully, it will then be advertised to the public. If unable to fill the position, the Job Sharing will then not be allowed.
6. If the Incumbent or Job Sharer vacates the Job Sharing position prior to the end of the term, the vacated Job Sharing position will be posted as a Job Sharing position for the remainder of the term. If no suitable applications are received, the position will be advertised to the public. If no suitable applications are received, the Incumbent position will return to a full-time position. No extension to the Job Sharing position will be considered where the Incumbent has resigned prior to the end of the term.

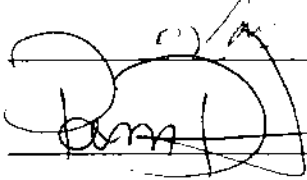
7. Employees applying for Job Sharing positions shall have their vacated positions posted as temporary for the term of the Job Sharing position. At the completion of the term of the Job Sharing position the Job Sharer shall revert to their former position.
8. Hours of Work: For each employee in a Job Sharing position, the hours of work shall be one-half (1/2) the normal monthly hours of the permanent full-time position. However, the employees will work the complete daily shift (i.e. a complete daily 8-4 shift).
9. Statutory Holidays: Job Sharing employees shall share equally in the available Statutory Holidays that fall on their regular days of work. The division of the Statutory Holidays will be mutually agreed to by the employees in the Job Sharing position and approved by the Executive Director.
10. Cancellation: In the case of individual Job share cancellation, either employee must give thirty (30) days written notice to the Employer, Union and the partner in the Job Share.
11. General Provisions: All other Articles of the Collective Agreement shall apply to the Job Sharing employees as if they were part-time employees

IN WITNESS WHEREOF the parties hereto have caused these presents to be

executed this 22 day of July A.D., 2022.



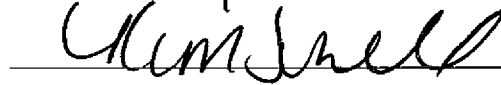
EXECUTED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3354



EXECUTED ON BEHALF OF:

BATTLEFORDS RESIDENTIAL
SERVICES INC.

EXECUTED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, (CLC), by:

CUPE National Representative

**LETTER OF UNDERSTANDING #2 – YEAR-END SURPLUS OF FUNDS
DESIGNATED FOR WAGES**

BETWEEN: BATTLEFORDS RESIDENTIAL SERVICES

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3354

RE: YEAR END SURPLUS OF FUNDS DESIGNATED FOR WAGES

The Parties agree to the following regarding payment of any surplus funds designated for wages:

1. That payment is based on gross pay received for the period April 1, **2021** to March 31, **2022**.
 - a) All employees employed as of **July 8, 2022** shall be eligible for the signing bonus.
 - b) Employees who have lost their seniority as outlined in Article 12.05 of the Collective Agreement shall be deemed not to be employed.
 - c) For employees who lost their seniority and have been reinstated, their payment of the retroactive bonus will be calculated as of the reinstatement date.

2. That the total money available will be apportioned in the following manner:
 - a) Each employee shall have their gross earnings for the period of April 1, **2021** to March 31, **2022**, totaled.
 - b) The gross earnings of each employee shall be converted into a percentage in the following manner:

$$\frac{\text{Money Available for Bonus Payout}}{\text{Gross earnings within the time period outlined in a) of all eligible employees employed as of July 8, 2022.}} \times 100 = \text{Employee's Percentage}$$

3. The percentage arrived at in b) will determine the employee's amount of bonus available.

Employee's gross earnings for time period outlined in a) X Employee's Percentage = Employee's Bonus


4. That the bonus will be included in calculation for pension deductions and benefits.
5. That the bonus will be included in with the regular wages that are earned in the Month of **July, 2022**.
6. That Union dues are to be deducted from each employee's bonus.

IN WITNESS WHEREOF the parties hereto have caused these presents to be

executed this 22 day of July A.D., 2022.

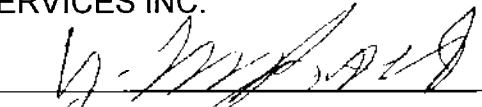
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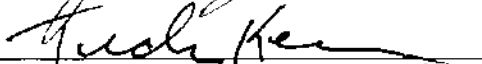
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3354

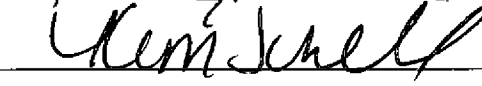


EXECUTED ON BEHALF OF:

BATTLEFORDS RESIDENTIAL
SERVICES INC.







EXECUTED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, (CLC), by:

CUPE Representative
CUPE National Representative

LETTER OF UNDERSTANDING #3 – WAGE RE-OPENER

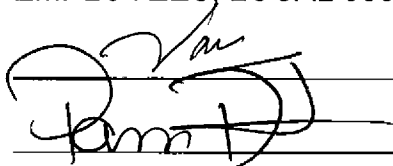
BETWEEN: BATTLEFORDS RESIDENTIAL SERVICES, INC.
AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3354
RE: WAGE RE-OPENER

On April 1, **2022**, April 1, **2023**, and again on April 1, **2024**, the parties agree to open Schedule "A" to negotiate a wage increase that is in line with increases in government funding, and to propose changes to the terms and benefits of the collective agreement that are of a monetary nature and reasonably might be funded by such new government funding.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 22 day of July A.D., 2022.

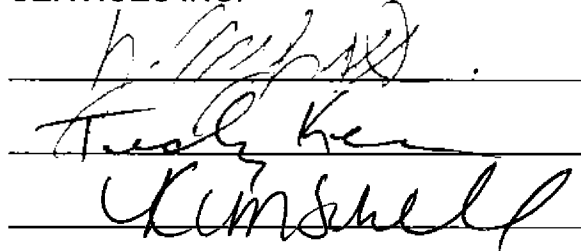
EXECUTED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3354



EXECUTED ON BEHALF OF:

BATTLEFORDS RESIDENTIAL
SERVICES INC.



EXECUTED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, (CLC), by:

CUPE National Representative

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