

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PINE LODGE ADDICTION RECOVERY INC.**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 4670**



**FOR THE PERIOD**

**April 1, 2021 to March 31, 2024**



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## PREAMBLE

In consideration of the mutual value of joint discussions and negotiations on matters pertaining to employer-employee relations, the parties agree that the purpose of this agreement shall be to set forth terms and conditions of employment agreed to between the employer and the union relative to rates of pay, hours of work, and other working conditions affecting employees covered by this agreement; and to promote harmonious relations between the employer and members of the union.

## ARTICLE 1 – DEFINITIONS

- 1.01 “Centre” means the **Pine Lodge Addiction Recovery Inc.**
- 1.02 “Director” means the Director of the **Pine Lodge Addiction Recovery Inc.**
- 1.03 “Employee” shall mean any person or persons covered by this agreement.
- 1.04 A “Casual Employee” shall mean an employee who works on a call-in basis and who is not regularly scheduled in advance.

A casual employee may be scheduled in advance under the following circumstances:

- a) Replacement of illness or WCB/DIP of less than three (3) months.
  - b) Vacation Replacement.
  - c) Statutory Holiday Replacement.
  - d) Leave of Absence of less than three (3) months.
- 1.05 A “part-time” employee shall mean an employee who works less than the normal full time hours of work on a regularly scheduled basis.

## ARTICLE 2 -- SCOPE

- 2.01 The centre recognizes the union as the sole collective bargaining agent for all its employees except the Program Director, the Administrator, and the Executive Director at Pine Lodge.

### ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The union recognizes that it is the right of the employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The questions of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

### ARTICLE 4 – RECOGNITION

4.01 The employer agrees to recognize the union as the sole bargaining agent for the employees covered by this agreement, and hereby consents to negotiate with the union or its designated representatives on matters relating to the conditions of employment, rates of pay, and hours of work.

4.02 Any employee requested to meet formally with the employer shall, prior to the commencement of such meeting, be informed of the nature of such discussions. Such employee shall have a steward or a union representative present at the meeting.

### ARTICLE 5 – UNION SECURITY

5.01 Every employee who is now or hereafter becomes a member of the union shall maintain 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.

5.02 **Contact Information**

The employer will provide to the union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the union contact designated by the local executive on a quarterly basis.

5.03 **Dues Check-off**

Upon request in writing of an employee, the employer shall deduct from the earnings of each employee the initiation fees, assessments, and dues designated by the union. Such deductions shall be remitted to the national union office not later than the 10th day of the month following such deduction, accompanied by a list of the names of the employees, their gross wage, and the amounts deducted. If the amount of dues to be deducted changes, the union shall notify the employer in writing of the amount of deductions to be made from the employees' wages not less than thirty (30) days before the effective date.

5.04 The employer agrees to have newly hired employees sign a dues authorization form and to provide them with a membership form. Such forms shall be supplied to the employer by the union.

5.05 The employer agrees to show all union dues paid on the employees' income tax (T-4) slip.

5.06 Within thirty (30) days of commencement of employment, the employer agrees to arrange for the introduction of new employees to a representative of the union. The representative of the union will be given an opportunity to meet privately with each new employee to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty (60) minutes will be allowed for this purpose, within regular working hours, and without loss of pay for either employee.

5.07 During the interview process, the employer will advise potential employees that a union collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with union security and dues.

5.08 **Notification of new hires**

The union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, casual), start date, and work location of all employees hired into the bargaining unit prior to their first day of employment.

5.09 **Union Meetings**

The employer will permit the use of its premises for the purpose of union meetings without cost to the union, when space is available.

5.10 **Work Site Access**

The representative designated by the union will be given access to work sites to meet with employees covered by this collective agreement during their meal and other scheduled breaks, whether paid or unpaid.

## **ARTICLE 6 – JOB SECURITY**

### **6.01 No Contracting Out**

There shall be no contracting out of bargaining unit work that normally is performed by bargaining unit members.

## **ARTICLE 7 – NO DISCRIMINATION**

7.01 The employer and the local of the union agree and recognize their responsibility to create a discrimination free workplace. The employer agrees that there shall be no discrimination exercised or practiced with respect to any employee in any matter by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, family status, place of residence, disability, gender identity and expression, social condition, or any other protected ground, nor by reason of their membership or activity in the union.

## **ARTICLE 8 – RESPECTFUL WORKPLACE**

The employer and the union jointly affirm that every employee is entitled to a respectful and safe workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict, disrespectful behavior, and violence.

The principle of fair treatment is a fundamental one, and both the employer and the union will support employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace as defined in Part III – Occupational Health and Safety of *The Saskatchewan Employment Act and Regulations*.

Although disrespectful behaviour, disruptive workplace conflict, and harassment can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to accommodate the different types of concerns that may arise.

- a) Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace.
- b) A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two (2) or more individuals that impacts their ability to work productively and cooperatively in the workplace.

- c) Harassment is any behaviour that demeans, humiliates, or embarrasses a person, and that a reasonable person should have known would be unwelcome. It may be a single incident or continue over time.

Keeping in mind the principles of a respectful workplace as outlined above, issues shall be addressed quickly and thoroughly. At any time, all individuals shall have the right to Union representation. The union has the right at any time, to file a grievance under Article 20.

## **ARTICLE 9 – HEALTH AND SAFETY**

### **9.01 Employee Training in Health and Safety**

It is the responsibility of the employer to provide adequate Occupational Health and Safety training for each employee.

- a) Training will be provided during normal working hours at regular rates of pay. If training is scheduled outside of working hours, employees shall be compensated at the appropriate rate of pay.
- b) Training to include general orientation at the workplace and specific training of the work area.
- c) Training shall cover all new employees and casual employees.
- d) Training shall include first aid/CPR training where deemed appropriate.
- e) Employees shall be instructed in all new equipment, substances, procedures, and structures.

### **9.02 Protection from Hazardous Work**

The employer will provide to the union, information on all substances used in the workplace. The employees will not be required to engage in any activity or be exposed to any substance and/or procedure that is considered to be hazardous and/or dangerous by the Occupational Health and Safety Division of Saskatchewan.

### **9.03 Right to Refuse Work if a Job is Unsafe or Unhealthy**

**A worker may refuse to perform work where they have reasonable grounds to believe, and do believe, that the particular work is dangerous to their health and safety or the health and safety of another worker or any other person.**

If a worker has refused to perform an act or series of acts pursuant to Part III – Occupational Health and Safety of *The Saskatchewan Employment Act*, the employer may request or assign another worker to perform that act or series of acts if they have stated in writing, of:

- a) The refusal and the reasons for the refusal;
- b) The reason or reasons the worker being assigned or requested to perform the act or series of acts may, in the employer’s opinion, carry out the act or series of acts in a healthy and safe manner; and
- c) The right of the worker to refuse to perform the act or series of acts pursuant to Part III – Occupational Health and Safety of *The Saskatchewan Employment Act*.

The employer shall not take or threaten any discriminatory action against an employee for refusing to do such work.

9.04 **No Discipline**

The employer will not discharge or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this agreement or Part III- Occupational Health & Safety of *The Saskatchewan Employment Act*.

9.05 **Health & Safety Committee**

- a) The union and the employer shall continue to co-operate in perfecting the safety measures now in effect, and further agree that the provisions for a Health and Safety Committee, as provided for under the Part III – Occupational Health and Safety of *The Saskatchewan Employment Act and Regulations*, shall be carried out.
- b) The Joint Occupational Health Committee shall consist of two (2) representatives from the employer and two (2) representatives from the union. The committee will meet regularly to discuss OH&S matters.

9.06 **Working Alone**

Should the employer require an employee to work alone, the employer shall provide the following:

- a) Adequate visibility and lighting at each outside entrance to enable the worker to see who is at the door without opening the door.
- b) Only front door access after hours.

- c) A phone provided by the employer, or \$10/month paid by the employer to the employee for use of their cellular phone. Employees are required to carry this phone at all times when working alone.

9.07 **First Aid**

Adequate first aid supplies shall be provided in all work areas. The first aid stations, supplies and emergency telephone numbers shall be located in a convenient proximity to the working areas (as determined by the Joint Health and Safety Committee) and available during all working hours.

9.08 **Transportation Required**

The employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and from there to their home or place of work, depending on the decision of physician or hospital, where such services are immediately required for an employee as a result of:

- a) Injury on the job, or
- b) Other serious ailment which occurs on the job.

When third party reimbursement is available to the employee for transportation described above, the employer shall reimburse the employee for costs in excess of the third-party reimbursement.

The employer agrees to notify the appropriate officer of the union of incidents of this nature.

9.09 **Immunization**

The employer will provide immunization shots for Hepatitis A and B as requested by employees.

**ARTICLE 10 – VACANCIES AND NEW POSITIONS**

10.01 When a vacancy occurs or a new position is created in the bargaining unit, the employer will post the vacancy on the bulletin board for seven (7) calendar days. It is understood that the employer may concurrently advertise the vacancy outside the centre.

10.02 Job postings shall include title, rate of pay, qualifications required, the job description, location, and status (full-time, part-time, temporary, or casual).

Normal hours of work, including shifts (days, evenings, and/or nights) and probable date of position commencement shall also be identified but it is recognized these may be subject to change.

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

a) **Bidding of Vacancies**

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

b) **Commencement of Job**

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

c) **Appointment of Applicant**

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

d) **Letter of Appointment**

All positions shall be confirmed in writing by a letter of appointment, which shall include:

- Status
- Number of hours per defined length of rotation
- Number of shifts
- Rate of pay

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Name of Employee

The Employer confirms your appointment into a full-time/part-time/casual position.

\_\_\_\_\_  
Classification

Number of hours of work per rotation: \_\_\_ hours in a \_\_\_ week rotation.

\_\_\_\_\_

Employee's Signature

Employer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

c.c. Employee  
Personnel File  
Immediate Supervisor  
Local of the Union

e) **Qualifications of Applicants**

The employer, on request, shall furnish the local of the union with details of qualifications of any applicant.

f) **Reasons to be Given to Unsuccessful Applicants**

Upon request, the employer will inform an unsuccessful in-scope applicant of the reason for their application being rejected. Such reasons shall be given in writing if the local of the union so requests.

10.04 **Temporary Assignment in a Higher/Lower In-Scope Classification**

- a) An employee temporarily assigned by the employer to perform the duties of an in-scope position with a higher maximum salary shall receive the equivalent salary of that position for each full day so worked.
- b) When an in-scope employee is required by the employer to perform temporarily the duties of a lower-paid classification, they shall continue to receive the rate of pay applicable to their classification prior to such assignment.

10.05 The salary of an employee promoted to another classification shall be advanced to that step in the salary scale, which is next higher than the current salary rate of the employee.

10.06 **Temporary Vacancies:**

When a temporary vacancy of three (3) months or longer exists, the vacancy shall be posted and filled in accordance with Articles 10.01, 10.02, and 10.03 subject to the following:

- a) Additional postings shall not be required for the position of the employee transferred as a result of the original posting.
- b) The employee will be allowed a trial period in accordance with Article 11.02.

- c) When the temporary work becomes redundant, the employee shall be returned to their former position.
- d) If, as a result of the posted vacancy, an individual is hired from outside the existing work force, they shall be considered on layoff upon the completion of the temporary work and shall not have access to Article 19 – Layoff and Recall.
- e) The employer may lay off the employee in d) above subject to employment standards, if the employee who created the original vacancy returns unexpectedly.
- f) Article 13.02 (Work Schedules) shall not apply in those circumstances described in d) above.
- g) Should the temporary position subsequently become a permanent position, it shall be posted and filled in accordance with Articles 10.01, 10.02, and 10.03.
- h) No temporary position shall exceed two (2) years and one hundred and nineteen (119) consecutive calendar days, except by mutual agreement between the Employer and the Union.
- i) The employer agrees to review with the union, all temporary jobs which exceed one (1) year in duration on a semi-annual basis to determine if the position should be reclassified to a permanent position.
- j) The employee referred to in e) shall be on layoff for a period not to exceed their employment period or one (1) year, whichever is lesser.

#### **ARTICLE 11 – PROBATION PERIOD/ TRIAL PERIOD**

11.01 Newly hired employee(s) shall be on initial probation for a period of six (6) months, from the date the employee commences work. Casual employees shall be on initial probation for six (6) months or one hundred and twenty (120) shifts, whichever comes first.

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

During the initial probationary period, employees shall be entitled to all rights and benefits of this agreement. Probationary employees may be discharged for reasons of general unsuitability. The local of the union shall be notified in writing of all such dismissals within seven (7) days.

The communication to the local of the union shall outline the standards that are expected of the employee, the date the employee was notified of them, and the time period the

employee was given an opportunity to demonstrate their ability and should include the reason for unsuitability.

- 11.02 An internal employee who is the successful applicant to a different classification shall be considered on a trial period in their new position or category for three (3) months following the date of appointment. (If the employee changes from one position to another within the same classification, there shall be no subsequent trial period.)

If, during the trial period, the employee's performance is deemed to be unsatisfactory, the employee may be reverted to their former position at their former rate of pay without loss of seniority. If, however, the former position no longer exists, the employee shall be considered to have been laid off and shall have all rights as identified in Article 19 – Layoffs and Recalls.

During the trial period an employee may, at their request, elect to return to their former position.

By mutual agreement between the parties, an extension of the trial period may be granted. Any extension agreed to will be in writing and will specify the length of the extension.

## **ARTICLE 12 – SENIORITY**

### 12.01 Seniority Defined

Seniority is defined as the length of service with the employer and shall include service with the employer prior to the certification of the union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, **and increments**, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis. Casual employees are eligible to use their seniority for bidding and call-in for available relief work, unless mutually agreed between the parties.

### 12.02 Loss of Seniority

An employee shall only lose seniority in the event the employee:

- a) Is discharged for just cause and is not reinstated;
- b) Resigns;
- c) Fails to return to work immediately following the termination of leave of absence or within ten (10) days of notification by the Employer to return to work following a layoff, unless, in either case, the employee can show a reason satisfactory to the Employer for failure to report to work;

- d) Is laid off for a period longer than two (2) years.

## **ARTICLE 13 – HOURS OF WORK, OVERTIME AND PREMIUMS**

13.01 Normal hours of work shall be as follows:

Day workers – 8 hours per day, 40 hours per week.

Shift workers – 8 hours per day, 18 shifts averaged over 27 days.

### 13.02 **Work Schedules**

The parties agree to work collaboratively regarding the development and subsequent revisions to master schedules.

- a) Provisional work schedules shall be posted twenty-eight (28) calendar days in advance in a place accessible to the employees. Work schedules shall be confirmed and posted not less than fourteen (14) calendar days in advance.
- b) Subject to the approval of the employer, employees **may** exchange shifts with other qualified employees, **provided the traded shift will not be subject to the overtime provision or other premiums that would not have been required to be paid but for the trade.**
- c) When an employee is required to change their shift from the confirmed and posted schedule as a result of an employer directive, the employee shall be paid overtime at the appropriate overtime rate for the first shift so changed.

### 13.03 **Rest Periods**

Two (2) rest periods of fifteen (15) minutes each per eight (8) hour shift will be scheduled by the Employer for employees on all shifts. Every effort will be made to grant such periods midway in each half shift.

### 13.04 **Meal Periods**

- (a) **Employees scheduled to work an eight (8) hour shift will be scheduled for a paid one-half hour (1/2) meal break/break during that shift.**
- (b) **Employees scheduled to work more than an eight-hour shift will be scheduled for a minimum one-half hour (1/2) unpaid meal break/break during that shift.**
- (c) **Employees scheduled to work a five (5) hour shift or more will be scheduled for a minimum one-half hour (1/2) hour unpaid meal break/break.**

- (d) All employees shall be entitled to use paid or unpaid meal breaks/breaks for personal reasons. **Employees on a paid meal break/break may not leave the facility during that meal break/break. In the event an employee on an unpaid meal break/break cannot leave the facility during that break, due to staffing or client needs, that employee shall be paid for the meal break/break.**

### 13.05 Overtime

All authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at the rate of two (2) times the employee's hourly rate.

Employees required to work overtime on a statutory holiday as specified in Article 14.01 shall also be paid at the rate of two and a half (2 ½) times their regular rate of pay for all overtime hours worked.

### 13.06 Time Off in Lieu of Overtime

The employee may accumulate credits for time off to a maximum of sixteen (16) hours a month calculated at the appropriate overtime rate, in lieu of overtime pay.

No employee shall be required to work overtime against their wishes when other qualified employees are available to perform the required work.

Time off in lieu will be taken by the end of the fiscal year, or be paid out.

### 13.07 Cancelled Scheduled Shift – minimum pay

**Where an employee reports to work for a scheduled shift and there is no work available, that employee shall be paid a minimum of three (3) hours at their regular rate of pay.**

### 13.08 Shift Differential

In addition to their regular rate of pay, and other premiums (exclusive of overtime), employees working shifts where the majority of hours fall between 4:00 p.m. and 8:00 a.m., shall receive a shift differential of **eighty** cents (\$.80) per hour.

### 13.09 On Call Premium

- a) **An employee who is required to be on call at a time or times other than their regular working hours, shall be paid a premium for each day they are on call, as follows:**
  - i) **One and a half (1.5) hours pay at their regular rate of pay for each normal workday on which the employee was on call and also worked their regular shift.**

- ii) **Two and a half (2.5) hours pay at their regular rate of pay for each day of rest or statutory holiday on which the employee was on call.**

**This payment shall be in addition to any call back or overtime payment.**

- b) **If an employee responds to a call-out either by phone or in-person which requires less than 2 hours of time, the provisions of Article 13.10 – Call back shall apply. If an employee responds to a call-out either by phone or in-person which requires 2 hours or more time, the provisions of Article 13.05 – Overtime shall apply.**
- c) **Subject to the employer’s operational requirements, employees may consider paid time off in lieu. Time off will only be taken upon mutual agreement between the employee and their supervisor, provided that any unused banked time will be paid once yearly at year end in March. Paid time off shall be provided at the same rate as the applicable on call rates.**

### **13.10 Reporting Back to Work**

- a) **After Completion of Shift and on Scheduled Days Off**

Any full-time employee who is called back to work the same day after having completed the **scheduled shift**, and having left the employer’s premises, or on their scheduled days off, shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 1/2) times the regular rate **of pay**.

- b) **After Midnight and Statutory Holidays**

All employees called back between the hours of 24:00 midnight and 07:00 or on statutory holidays shall be paid at the rate of two (2) times their regular rate of pay for all hours so worked with a **minimum of two (2) hours**. However, should a call-back referred to above commence prior to 24:00 hours (midnight) or continue after 07:00 hours, all call back time shall be paid at two (2) times the rate of pay.

### **13.10 Practicum Students**

Counsellors responsible to mentor, teach, guide, and/or supervise students during the practicum period of their educational training, shall be paid a one-time lump-sum payment of one hundred dollars (\$100.00) per student. The payment shall be made on the first pay period immediately following the end of the practicum placement.

### **13.11 Casual Worker List**

The employer shall compile a list in order of seniority of all employees, part-time and casual, who are qualified and willing to accept shifts on a casual basis. The list shall include the classification in which the employee is qualified. Employees can be qualified to perform the duties in no more than three (3) classifications.

The employer shall offer all casual work that becomes available by using a rotating seniority list. If there is no immediate response to such call, the shift shall be offered to the next senior employee on the list. Casual employees must work at least eight (8) shifts per calendar year to maintain employment; however, this provision may be waived if it is mutually agreed between the parties.

#### **ARTICLE 14 – STATUTORY HOLIDAYS**

14.01 For the purpose of this agreement, the following shall be considered statutory holidays:

New Year's Day	Labour Day
Family Day (February)	<b>National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day

**and any other day proclaimed as a statutory holiday by the federal and provincial government.**

14.02 The employer will continue the practice of accommodating, when possible, employee requests for being off work on either Christmas or New Year's Day.

14.03 a) Full-time and part time employees required to work on any of the holidays referred to in 14.01 shall be paid at the rate of two and one-half (2 ½) times their regular rate of pay.

b) Casual employees who are required to work on a statutory holiday as set out in Article 14.01 shall receive **the greater option of the following:**

i) Two and one-half (2 ½) times their regular rate of pay for all hours so worked as defined in Article 13.01

**or**

ii) **Five percent (5%) of the employee's wages, not including overtime pay, earned in the four weeks preceding the statutory holiday.**

c) Other than full-time employees who do not work on a statutory holiday shall receive holiday pay in accordance with ii) above.

14.04 Where a statutory holiday falls on a full-time employee's regular day or scheduled day(s) off, or during the employee's annual vacation period, such employee shall receive another day or day(s) off with pay in lieu thereof.

14.05 When the employer needs an employee to work on a statutory holiday, the shift shall be offered to the regularly scheduled incumbent unless the employee requests the day off, and the employer can accommodate such a request.

## **ARTICLE 15 – VACATIONS**

15.01 “Vacation Year” means the twelve (12) month period commencing on the first day the employee begins employment with the employer, and every annual anniversary date thereafter.

15.02 Employees shall earn vacation leave, prorated for other than full time employees, on the following basis:

- a) During the first (1<sup>st</sup>) and subsequent years, including the ninth (9<sup>th</sup>) year of continuous employment, 1.25 days per month. (15 working days per year).
- b) During the tenth (10<sup>th</sup>) and subsequent years, including the fourteenth (14<sup>th</sup>) year of continuous employment, 1.666 days per month. (20 working days per year).
- c) During the fifteenth (15<sup>th</sup>) and subsequent years, 2.083 days per month (25 working days per year).
- d) Effective April 1, 2011, during the twentieth (20<sup>th</sup>) and subsequent years, 2.5 days per month (30 working days per year).

### **15.03 Vacation Pay in Advance**

An employee requesting vacation pay in advance shall receive vacation pay in the fourteen (14) day period immediately preceding the vacation period, providing the request is received one (1) pay period prior in advance of the pay period in question.

**15.04 Casual employees shall have their vacation paid every pay period as it is earned as per *The Saskatchewan Employment Act*. A part time employee shall have the option of receiving their vacation pay every pay period as it is earned or withheld and paid when the vacation is taken.**

15.05 An employee shall be entitled to receive vacation in a broken or unbroken period unless otherwise mutually agreed upon between the employee and the employer. Employees shall be entitled to take vacation as it is accrued, insofar as the regular operation of the centre will permit.

15.06 Vacation entitlement will be provided when requested.

15.07 The employer shall determine and post vacation schedules not later than April 1 of each year. Until this date, identified preferences of employees will be taken into account to as

great an extent as possible and, in the event two (2) or more employees wish the same vacation period and the employer is unable to accommodate same, the employee with the greatest seniority will receive preference. In subsequent years, if two (2) or more employees request the same vacation period, preference will rotate in order of seniority.

Following April 1, vacation schedules may be changed only by mutual agreement between the employer and the employee.

#### 15.08 **Vacation Carry-Over**

- a) An employee's vacation entitlement shall be taken annually except that an employee may elect to carry over a maximum of five (5) days of vacation to the next calendar year.
- b) In the event of a planned extended holiday, an employee may request, in writing, approval from the Executive Director to carry forward up to one (1) year's vacation entitlement.

### **ARTICLE 16 – SICK LEAVE**

#### 16.01 **Definition of Sick Leave**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, quarantined, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* and includes such paid time for absence from work due to health check-ups, including dental and eye check-ups and other preventative health care as well as specialist referrals. **An employee's sick leave credits shall also be used for caregiving needs and appointments for dependents, spouse or elders.**

#### 16.02 **Accumulation of Sick Leave Credits**

Full time and part time employees shall earn sick leave credits on the basis of one **and a half (1.5)** day-per completed calendar month of service, (prorated based for part-time) to a maximum of **eighteen (18)** working days. Employees shall carry over their accumulation, to a maximum of **twenty-five (25)** days, from fiscal year to fiscal year (April 1 to March 31).

#### 16.03 **Deduction from Sick Leave Credits**

##### **Full-time and part-time employees:**

A deduction shall be made from accumulated sick leave of all normal working hours absent for sick leave subject to Article 16.02. Employees may request an unpaid leave of absence if they have no more sick leave credits.

#### 16.04 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness certifying that they were unable to carry out their duties due to illness. Such certification shall be requested during the illness. The employer shall be responsible for the costs associated with obtaining the medical certificate.

#### 16.05 Mental Illness and Substance Use Disorder

The employer and the local of the union recognize that mental illness and **substance use disorder** are health **issues**. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health **issues**. Employees whose partner or a dependent family member is undertaking a rehabilitative program for **substance use disorder** may apply for vacation time or leave without pay to participate with their partner **or dependent family member** in such rehabilitative program.

It is recognized by both the employer and the local of the union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline or the right to take disciplinary measures within the framework of **this** collective agreement.

### ARTICLE 17 – DUTY TO ACCOMMODATE

17.01 The employer acknowledges its duty to accommodate employees with disabilities for **those employees who face barriers at work in the manner and to the extent required by the Saskatchewan Human Rights Code.**

A disability includes physical, mental, developmental, or learning; temporary, episodic, or permanent; evident at birth or acquired later in life; and acquired at work or elsewhere.

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

The employer agrees to make every effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to perform their regular duties as a consequence of the circumstances identified in 17.01.

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

i) Determine if the employee can perform their existing job as it is;

- ii) If the employee cannot, then determine if the employee can perform their existing job in a modified form;
  - iii) If the employee cannot, then determine if they can perform another job in its existing form;
  - iv) If the employee cannot, then determine if they can perform another job in its modified form;
  - v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.
- b) The parties understand that accommodations are an ongoing process and that regular review and further accommodations may be required.

The employer will allow for additional accommodation, if the earlier accommodation is found to be unsuitable.

- c) All options shall be considered when accommodating employees. These options will include, but not be limited to, the modification or adaption of the workplace, work stations, shifts, equipment and restructuring, or re-bundling of jobs.
- d) The employer will recognize individualized rates of absenteeism.
- e) The employer will provide safe medication storage.
- f) The employer will provide training for employees who are accommodated in new and reassigned positions.
- g) All parties involved in the accommodation will respect the right to privacy of the employee seeking accommodation, to the extent possible.
- h) In such circumstances, the employer and the local of the union may agree to waive certain provisions in this agreement.

### 17.03 **Medical Information**

It will be the responsibility of the employee returning to work to provide the employer with medical evidence of the limitations associated with the disability. If the employer requires the employee to obtain a second opinion, all costs associated will be paid by the employer.

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

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

#### 17.04 **Graduated Return to Work**

The local of the union, the employee, and the employer will meet to discuss the circumstances where the employee is able to return to work on a graduated return to work program. Such discussions shall include possible modification in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The return to work will be dealt with in the same manner as identified in Articles 17.01, 17.02 and 17.03.

#### 17.05 **Accommodation Meetings**

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

### **ARTICLE 18 – LEAVE OF ABSENCE**

18.01 Insofar as the regular operation of the centre will permit, leave of absences without pay will be granted to an employee, provided the employee furnishes reason for requiring such leave. All requests for leave of absences must be submitted in writing to the Director fourteen (14) calendar days in advance of the leave, or such lesser period as may be agreed upon by the employer.

#### 18.02 **Union Leave**

- a) Insofar as the regular operation of the centre permits, a reasonable number of designated employees shall, upon forty-eight (48) hours' notice, be granted leave of absence to attend business meetings, schools, seminars and conventions in connection with union affairs.
- b) **Any employee who is elected, selected or appointed for a position with the union or any labour body with which the union is affiliated shall be granted an unpaid leave of absence for the required term.**
- c) An employee granted leave under this article shall earn seniority vacation credits, sick leave credits, and statutory holiday pay. **Employees shall continue to be paid by the employer as though they were at work during this time. Upon receipt of an**

**invoice, the union or union affiliate will reimburse the employer for all wages and benefits incurred during the leave.**

**d) Union Representatives at Employer(s) Meetings**

- i) Union representatives shall have the right to attend any meetings the employer(s) and/or employer representatives have with employees pertaining to labour relation's matters **without loss of pay or benefits.**

**18.03 Bereavement Leave**

1. An employee shall be granted five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death or serious illness of the employee's parent, spouse/significant other, brother, sister, child, step-child, or adopted child.
2. An employee shall be granted three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death or serious illness of a mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, former guardian, ward, fiancé, or any other relative or close friend who has been residing in the same household, or any other relative for who an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption, or common law. Where the burial occurs outside the province, such leave shall also include reasonable traveling time, not to exceed seven (7) days.
3. In recognition of the fact that circumstances, which call for bereavement leave, are based on individual circumstances, the employer, on request, may grant additional bereavement leave without pay.

**18.04 Jury Duty**

When an employee is subpoenaed for jury duty or as a crown court witness, such employee shall suffer no loss of pay while so serving for up to ten (10) days. The employee will turn the witness indemnity over to the employer.

**18.05 Pressing Necessity**

An employee may be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence, other than personal illness, that could not, by the exercise of reasonable judgment, have been foreseen by the employee and which requires the immediate attention of the employee.

The employee may elect to use vacation, which has not yet been scheduled for the purpose of such leave.

## 18.06 Maternity/Parental/Adoption Leave

### a) **Maternity Leave**

1. Unpaid leave of absence shall be granted to an employee for maternity leave. An employee must provide notice of such leave of absence no later than twenty (20) days in advance of such leave.
2. The length of leave of absence shall be for a period not to exceed eighteen (18) months. Additional unpaid leave may be granted.

Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same range of pay occupied prior to the granting of such leave.

3. Notice of intention to return to work or request for change of length of leave of absence must be forwarded to the employer twenty-one (21) days prior to the expiration of the leave.

The employer is not required to allow an employee to resume their employment until after the expiration of the twenty-one (21) days' notice.

4. An employee unable to perform their regular duties but able to perform other work shall, where possible, without affecting the seniority rights of other employees be permitted to do so at the appropriate rate of pay for the position they are filling.

### 5. Access to Sick Leave Credits

Sick leave shall not be granted for the actual period of maternity leave, as defined in Article 18.06 a). However, an employee who is pregnant during her period of service with the employer shall have access to sick leave credits for illness or disability related to the pregnancy, which may arise during pregnancy while she continues active duty with the employer.

6. An employee granted leave under this article shall not earn vacation credits, sick leave credits, or statutory holiday pay for the period so granted. The employee shall earn seniority for the entire leave period.

### b) Parental/Adoption Leave

1. An employee shall be entitled to **up to sixty-one (61)** weeks unpaid parental/adoption leave. An employee must provide notice of such leave of absence no later than twenty (20) days in advance of such leave.

2. An employee granted a leave of absence under this article shall not earn vacation credits, sick leave credits or statutory holiday pay for the period so granted. The employee shall earn seniority for the entire leave.

**18.08 Education Leave**

Insofar as regular operations will permit, an educational leave of absence without pay shall be granted for up to twenty-four (24) months at the request of the employee. The employee will provide documentation verifying registration in an educational institution.

**18.09 Personal Leave**

Each employee shall be granted **three (3)** paid days per calendar year for personal reasons other than personal illness. Unused personal leave days will not carry forward to the following year.

**18.10 Inclement Weather Leave**

**Each employee shall be granted two paid days per calendar year in the event they cannot travel to work for reason of their route having travel not recommended or the road being closed due to inclement weather.**

**18.11 Exams**

Special leave, with pay, may be granted to an employee to write examinations to upgrade employment qualifications.

**18.12 New Canadians**

Special leave, with pay, shall be granted to an employee to attend the swearing in ceremonies of new Canadians involving self, spouse, sons, daughters, or parents and to attend the examination required to become a Canadian citizen.

**18.13 Intimate Partner Violence**

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 domestic violence or abuse in their personal life is entitled up to five (5) days of paid leave **and five (5) days unpaid leave**, consecutively or intermittently in a fifty-two (52) week period, as needed by the employee if they or their children are victims of interpersonal violence.

An employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand intimate partner violence can affect all workers in a workplace and will work together to ensure all workers' safety, should such 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. All information will be treated as confidential and shall only be shared as agreed.

## **ARTICLE 19 – LAYOFFS AND RECALLS**

19.01 In the event of a reduction in staff, or a reduction in hours of work for any full time employee or as identified in Article 11 – Probation Period/Trial Period or part time employee, employees with the least seniority in the classifications affected shall be laid off. Such employees shall have the right to displace junior employees in any other positions for which they have the necessary qualifications and ability to perform the duties of the position.

Any employee so affected shall also be entitled to placement in accordance with this provision.

19.02 Notice of layoff shall be in accordance with *The Saskatchewan Employment Act*, provided, however, that the minimum amount of notice shall be fourteen (14) calendar days.

If the employee laid off has not had the opportunity to work the above notice period, the employee shall be paid in lieu of the work for that period of the notice period for which work was not made available, provided however, that in this notice period, if regular duties are unavailable the employer may assign duties other than those normally connected with the classification in question.

19.03 An employee who, as a result of bumping under 19.01, is unable to hold a position shall have an entitlement to employment in any future vacancy for which they are qualified.

19.04 Employees being recalled from layoff shall be notified by registered mail addressed to the last known address of the employee concerned. It shall be the responsibility of laid-off employees to keep the employer advised in writing of their current address. An employee shall be deemed to have terminated employment if they fail to notify the employer of their intention to return to work within ten (10) calendar days following recall.

19.05 During a layoff, employee(s) shall maintain, but not accrue, all previously earned benefits and seniority.

19.06 Employees on layoff who have not been recalled within two (2) years, Article 11.02 d), shall be terminated.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### **20.01 Definition**

A grievance shall be defined as:

- a) Any matter involving the interpretation or alleged violation of any provision(s) of this agreement;
- b) The appropriateness of a discharge, suspension, warning, demotion, or other form of discipline provided the employee, through the union, files the grievance.

### **20.02 Union Grievance Committee**

- a) To provide an orderly process for settling grievance, the union shall select the stewards and chief steward.
- b) The union shall notify the employer in writing of the selected stewards and the chief steward and of any changes made therein.

### **20.03 Permission to Leave Work**

A steward or the chief steward of the union may leave assigned duties temporarily without loss of pay in order to discuss or process a grievance with the employer. Such steward or the chief steward must make suitable arrangements with the director for an appropriate time and location for such discussions.

### **20.04 Time Limits**

A grievance shall be deemed to have been initiated on the date a written statement of grievance is received by the director. A grievance to be accepted must be initiated within fourteen (14) calendar days from the date on which the union first became aware of the alleged violation.

### **20.05 Grievance Procedure**

#### **Step 1: Informal Meeting**

There shall be an informal step which an employee may pursue. The informal step shall be held in an open and positive environment. The employee and/or the union representative shall have the ability to discuss any issue or complaint with the immediate supervisor under this process. The union and the employer shall make every effort to resolve disputes prior

to commencing the formal grievance procedure. There shall be no documentation or notes kept at this meeting which can be used in the formal process.

**Step 2: Director or Designate**

The grievance shall be submitted in writing by the union on behalf of the aggrieved to the **Director or designate** and shall include:

- a) The name of the grievor;
- b) Signature of the grievor or a union representative;
- c) The particular agreement provision allegedly violated; and
- d) The remedy or correction sought.

The **Director or designate** shall meet with the grievance committee within ten (10) calendar days to discuss the grievance and shall render their decision in writing within ten (10) calendar days of such discussion with the committee.

**Step 3: Board of Directors**

If a satisfactory settlement cannot be effected at Step 2, the grievance may within ten (10) calendar days of receipt of the decision under Step 2, be referred to the Board of Directors. The Board of Directors or designate shall meet to discuss the grievance with the grievance committee within thirty (30) calendar days and shall respond in writing to the grievance within ten (10) calendar days of such discussion with the committee.

Should the Board of Directors or designate fail to respond within ten (10) calendar days the matter may be referred to arbitration.

- 20.06 a) Failing satisfactory settlement of the grievance in Step 3, the matter may be referred to arbitration by either party within ten (10) calendar days.
  - b) The union and the employer may agree to grievance mediation or other dispute resolution mechanisms with a view to resolving the grievance before arbitration.
- 20.07 With the exception of a grievance, which relates to a termination of employment, access to the grievance procedure is limited to a person who, at the date of initiating the grievance, is an employee or who would be an employee except for the termination within the scope of this agreement.

20.08 **Procedure When Time Limits Expire**

Failure on the part of the employer representative to reply within the prescribed time limits shall give the union the right to proceed to the next step. If, at any point, the grievance is not advanced to the next step, it will be considered settled by the employer's answer at the preceding step.

20.09 **Extension of Time Limits**

The time limits set out in this article may be extended by the consent of both parties.

**ARTICLE 21 – ARBITRATION**

21.01 Where either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this agreement.

The parties shall first attempt to agree to a single arbitrator. If the parties are unable to agree within ten (10) days of receipt of the request, then the procedure in 20.02 shall apply.

21.02 An arbitration board shall consist of three (3) members appointed in the following manner. The request for arbitration referred to in Article 20.06 shall contain the name of the person appointed to the board by the applicant. Within ten (10) calendar days of receiving the request, the respondent shall furnish the name of its appointee to the applicant. The two (2) appointees, within fourteen (14) calendar days of the appointment of the second of them, shall appoint a third who shall be chairperson of the board. If the members are unable to agree upon a chairperson, the chair of the Labour Relations Board shall be asked to appoint a chairperson.

21.03 **Procedure, Authority and Decision**

- a) When the single arbitrator has been appointed or the Board of Arbitration has been formed in accordance with this article, it shall meet and hear the evidence of both parties. The single arbitrator or the arbitration board shall, in such manner as it thinks fit, expeditiously and carefully inquire into the grievance and all matters affecting the merits and the rights of the parties to the settlement thereof. The single arbitrator or the board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The single arbitrator or the board shall render a decision as soon as possible after it has completed its hearings and investigations.
- b) A single arbitrator or arbitration board 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, a single arbitrator or 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;
  - iii) By directing a compromise settlement which it deems just or equitable.
- c) The decision of a single arbitrator or the majority of the members of the board shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of a single arbitrator or the board shall be final and binding and enforceable on all parties.
- 21.04 Each party shall pay the fees and expenses of its nominee and one-half (½) of the fees and expenses of the chairperson or single arbitrator.

## ARTICLE 22 – PAYMENT OF WAGES

22.01 Earnings shall be paid by **direct deposit on a twice a month basis.**

### 22.02 **Increments**

All employees shall be eligible for increments annually from the date of employment to the maximum of the range.

### 22.03 Statement of Earnings

The employer shall provide all employees with a statement of earnings in accordance with Section 2-37 of *The Saskatchewan Employment Act*. The employer will also include sick credits earned.

## ARTICLE 23 – APPRAISAL REPORTS

### 23.01 **Employee Performance Review**

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review. The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

23.02 At the employee's request, the employee may have a union representative at any meeting during which an employee's performance review is discussed.

23.03 Employees shall be allowed access to their personnel file to review and/or make copies of any documents therein pertaining to work performance or conduct by making prior arrangements with the director of the centre.

23.04 **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.

Employer and union representatives who have access to confidential information for labour relations/business purposes shall, at all times, respect the confidential nature of that information.

**ARTICLE 24 – MISCELLANEOUS**

24.01 **Professional Development**

- a) Where the employer requires an employee to take a specified course, the employee will be reimbursed the cost of the course upon the employer receiving proof of satisfactory completion of the course by the employee. Employees required to attend courses or in-services will be compensated for all time spent at their regular rate of pay. Employees may instead elect to take the appropriate amount of paid time off at a time mutually agreed to by the Employer and employee.
- b) **Reimbursement for costs of a course taken by an employee, but not required by the Employer, may be paid to an employee where the course is relevant to the work performed by the said employee on behalf of the Employer, and, in the Employer's discretion, the cost of the course can be absorbed from operational funding and is commensurate with increased ability(ies) obtained by the employee through completion of the course.**

24.02 **Union Bulletin Boards**

The employer will provide a bulletin board for local union use only in a place readily accessible to employees upon which the union may post notices of meetings and other such notices as may be of interest to employees. All items placed on the bulletin board must be first dated and initialed by an officer of the union.

24.03 **Staff Break Room**

The employer will provide **appropriate space(s) for staff to use for breaks** which are not accessible to **clients or to the public**.

24.04 **Indemnity**

The employer(s) agrees to indemnify and save harmless any employee covered by this agreement for and against any liability incurred by the employee by reasons of any actions taken by the employee in good faith within the scope of their employment with the employer(s).

24.05 **No Cessation of Work**

During the term of this agreement, the employer shall not cause or direct any lockout of its employees and the union, its agents, or any employee shall not in any way authorize, encourage, or participate in any withdrawal of service, suspension, or slow down of work.

24.06 **Sick/Vacation Statement**

The employer shall provide, upon request, an employee's statement of sick and vacation credits earned and taken to date.

24.07 **Parking**

**Employees shall be provided with free parking on or near the Pine Lodge Addiction Recovery Inc., facility.**

**24.08 Professional fees for employees will be paid by the employer when membership is compulsory for the position, if the job classification requires it, where malpractice insurance purchase depends on registration, or when such membership-registration-licensing fees are required for the employee to practice their profession.**

ARTICLE 25 – DISCIPLINE & DISMISSAL

25.01 **Disciplinary Process**

a) **Non-Disciplinary Verbal Warnings**

The employer recognizes that it is desirable to advise the employee of their conduct and their professional performance as soon as possible and informally. The employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavor to assist the employee in improving their work relationships.

b) **Progressive Discipline**

The employer and union agree that disciplinary action will be a progressive fashion:

- Formal verbal warning(s)

- Written warning(s)
- Progressive Suspension
- Termination

**c) Presence of a Union Representative**

- i) In all cases where the employer considers that an employee's conduct warrants disciplinary action (dismissal, suspension, verbal or written reprimand) no step shall be taken other than in the presence of a union representative, unless the member has waived their right to union representation in writing and submitted to the union prior to the meeting being held. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.
- ii) The employee and the union shall be notified at least four (4) hours in advance of any meeting to be held for the purposes of discipline and the reason for the discipline.

The union representative shall be given an opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the employer.

- d) It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the union.
  - i) Formal verbal warning will be provided in writing.
  - ii) When an employee is non-verbally reprimanded, suspended or dismissed, the employer shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the union at that time.
  - iii) If the employee concerned wishes to respond, they may do so in writing and such response will become part of the documentation. At the employee's request, a copy of their response will be forwarded to the union.
  - iv) Provided there has been no further discipline, documentation of disciplinary action shall be removed from the employee's file after two (2) years of the initial disciplinary action.

**25.02 Suspension Pending Investigation**

Suspension pending investigation is not considered discipline. The employer shall render its decision regarding discipline no later than ten (10) working days from the date of the suspension, except as otherwise agreed between the employer and the union. For benefit purposes while suspended without pay, the employee shall be treated as if on leave without

pay. Where the suspension is without pay and the investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and shall be credited with earned benefits by the employer.

25.03 In the event of dismissal under this article, payment of wages and holiday pay owing will be in accordance with the terms of this agreement.

25.04 Personnel records of the employee shall be open to their scrutiny upon request to the director of the centre. Any proven errors or inaccuracies on an employee's file shall be removed.

25.05 An employee shall give fourteen (14) days written notice of resignation.

## **ARTICLE 26 – LABOUR/MANAGEMENT COMMITTEE**

- a) A Labour Management Committee shall be established to review and resolve any issues related to the workplace. The committee will consist of up to three (3) representatives of the union and up to three (3) representatives of the employer. Employees will attend meetings without loss of pay. The meetings shall be scheduled as requested by either party.
- b) The committee shall concern itself with the following general matters:
  - i) Considering constructive criticisms of all activities so that better relations shall exist between the employer and the employees;
  - ii) Reviewing suggestions from employees, questions of working conditions and service;
  - iii) Correcting conditions causing grievances and misunderstandings; and
  - iv) Workload management.

## **ARTICLE 27 – BENEFITS**

### **27.01 Group Life Insurance**

A Group Life Insurance Plan with terms, conditions, and benefits identical to the plan administered by 3S Health shall be provided whereby the employer shall pay each employee's premium.

### **27.02 Dental Plan**

The employer agrees to make available and pay the total cost of the 3S Health Dental Plan.

27.03 **Disability Income**

The employer agrees to make available the 3S Health Disability Plan. Employees shall contribute 1.625% of regular earnings.

27.04 **Pension Plan**

All eligible employees shall be enrolled in the SHEPP Pension Plan.

27.05 **Extended Health and Enhanced Dental Plan**

The employer agrees to make available and pay the cost of the 3S Health Extended Health and Enhanced Dental Plan.

**ARTICLE 28 – TERMS OF AGREEMENT**

28.01 This agreement, except as specified otherwise herein, shall be force and effect from and after the April 1, **2021**, up to and including the March 31, **2024**, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

28.02 Where written notice has been given pursuant to 28.03, the provisions of this agreement will remain in effect until a new agreement is concluded.

28.03 Either party may, not less than sixty (60) nor more than one hundred and twenty (120) days before the expiry date hereof, give notice in writing to the other party to negotiate revisions.

28.04 **Wage reopener**

Notwithstanding the provisions of Article 28.01 above, this agreement may be opened for the negotiation of the schedule of wages as contained in Schedule “A” or any other monetary items in the event the funding agency grants an increase in funding to the employer. Either party intending to enter into such negotiations of wages shall be required to serve the other party with not less than sixty (60) and not more than one hundred and twenty (120) 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.

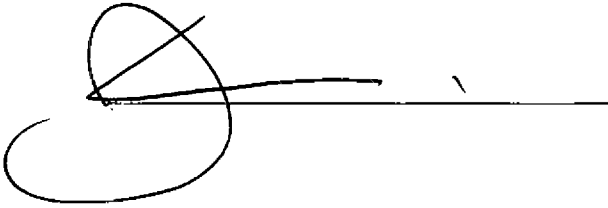
IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed this

17<sup>th</sup> day of January A.D. ~~2022~~<sup>23</sup>

Signed on behalf of:

Pine Lodge Addiction Recovery Inc.

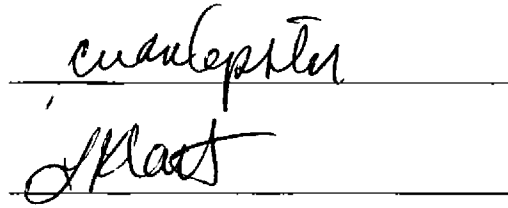
Canadian Union of Public Employees  
Local 4670



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**SCHEDULE "A"**

All rates subject to errors and omissions

**The following rates of pay are effective April 1, 2021:**

	1		2		3		4		5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>FT Addiction Attendant</b>	3007	17.35	3122	18.01	3207	18.50	3288	18.97	3370	19.44
<b>Part-time Addictions Attendant</b>		17.35		18.01		18.50		18.97		19.44
<b>Casual Addictions Attendant</b>		17.35								
<b>FT Lead Cook</b>	3007	17.35	3122	18.01	3207	18.50	3288	18.97	3370	19.44
<b>Part-time Cook</b>		15.79		16.27		16.76		17.10		17.50
<b>Casual Cook</b>		15.79								
<b>FT Housekeeper</b>	3007	17.35	3122	18.01	3207	18.50	3288	18.97	3370	19.44
<b>Casual Housekeeper</b>		17.35								
<b>FT Maintenance</b>	3007	17.35	3122	18.01	3207	18.50	3288	18.97	3370	19.44
<b>Relief Intake</b>		23.19								

## SCHEDULE "B"

**The following rates of pay are effective April 1, 2021:**

	1		2		3		4		5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>FT Counsellor</b>	<b>4020</b>	<b>23.19</b>	<b>4179</b>	<b>24.11</b>	<b>4347</b>	<b>25.08</b>	<b>4521</b>	<b>26.08</b>	<b>4701</b>	<b>27.12</b>

- **Any employee (new or existing) will achieve Step 4 if they have, or once they receive their Canadian Certified Addiction Counsellor (CCAC) accreditation through the Canadian Addiction Counsellors Certification Federation (CACCF).**
- **Step 5 is achieved on the anniversary date of accreditation.**

	1		2		3		4		5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>FT Team Lead/ Counsellor</b>	<b>4735</b>	<b>27.32</b>	<b>4851</b>	<b>27.99</b>	<b>49.73</b>	<b>28.69</b>	<b>5097</b>	<b>29.41</b>	<b>5223</b>	<b>30.13</b>

**SCHEDULE "A"**

All rates subject to errors and omissions

**The following rates of pay are effective April 1, 2022:**

	1		2		3		4		5	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
<b>FT Addiction Attendant</b>	<b>3067</b>	<b>17.70</b>	<b>3185</b>	<b>18.37</b>	<b>3271</b>	<b>18.87</b>	<b>3354</b>	<b>19.35</b>	<b>3437</b>	<b>19.83</b>
<b>Part-time Addictions Attendant</b>		<b>17.70</b>		<b>18.37</b>		<b>18.87</b>		<b>19.35</b>		<b>19.83</b>
<b>Casual Addictions Attendant</b>		<b>17.70</b>								
<b>FT Lead Cook</b>	<b>3067</b>	<b>17.70</b>	<b>3185</b>	<b>18.37</b>	<b>3271</b>	<b>18.87</b>	<b>3354</b>	<b>19.35</b>	<b>3437</b>	<b>19.83</b>
<b>Part-time Cook</b>		<b>16.11</b>		<b>16.59</b>		<b>17.09</b>		<b>17.44</b>		<b>17.85</b>
<b>Casual Cook</b>		<b>16.11</b>								
<b>FT Housekeeper</b>	<b>3067</b>	<b>17.70</b>	<b>3185</b>	<b>18.37</b>	<b>3271</b>	<b>18.87</b>	<b>3354</b>	<b>19.35</b>	<b>3437</b>	<b>19.83</b>
<b>Casual Housekeeper</b>		<b>17.70</b>								
<b>FT Maintenance</b>	<b>3067</b>	<b>17.70</b>	<b>3185</b>	<b>18.37</b>	<b>3271</b>	<b>18.87</b>	<b>3354</b>	<b>19.35</b>	<b>3437</b>	<b>19.83</b>
<b>Relief Intake</b>		<b>23.66</b>								

**SCHEDULE "B"**

The following rates of pay are effective April 1, 2022:

	<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>		<b>5</b>	
	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>
<b>FT Counsellor</b>	<b>4101</b>	<b>23.66</b>	<b>4263</b>	<b>24.60</b>	<b>4434</b>	<b>25.58</b>	<b>4611</b>	<b>26.60</b>	<b>4795</b>	<b>27.66</b>

- **Any employee (new or existing) will achieve Step 4 if they have, or once they receive their Canadian Certified Addiction Counsellor (CCAC) accreditation through the Canadian Addiction Counsellors Certification Federation (CACCF).**
- **Step 5 is achieved on the anniversary date of accreditation.**

	<b>1</b>		<b>2</b>		<b>3</b>		<b>4</b>		<b>5</b>	
	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Hourly</b>
<b>FT Team Lead/ Counsellor</b>	<b>4829</b>	<b>27.86</b>	<b>4948</b>	<b>28.55</b>	<b>5073</b>	<b>29.27</b>	<b>5199</b>	<b>29.99</b>	<b>5327</b>	<b>30.73</b>

**Letter of Understanding**

**Between**

**Pine Lodge Addiction Recovery Inc.**

**and**

**The Canadian Union of Public Employees, Local 4670**

**Re: Future Vacation and Maternity/Parental/Adoption Leave SEB Plan**

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When the employer submits their business plan for the 2023-24 fiscal year to the Saskatchewan Health Authority, they will include the following requests:

Increased funding to support the following vacation entitlement:

- e) During the first (1<sup>st</sup>) and subsequent years, including the **fourth (4<sup>th</sup>)** year of continuous employment, 1.25 days per month. (15 working days per year).
- f) During the **fifth (5<sup>th</sup>)** and subsequent years, including the **tenth (10<sup>th</sup>)** year of continuous employment, 1.666 days per month. (20 working days per year).
- g) During the **eleventh (11<sup>th</sup>)** and subsequent years **including the fourteenth (14<sup>th</sup>)** year, 2.083 days per month (25 working days per year).
- h) During the **fifteenth (15<sup>th</sup>)** and subsequent years **including the nineteenth (19<sup>th</sup>)** year, 2.5 days per month (30 working days per year).
- i) **During the twentieth (20<sup>th</sup>) and subsequent years, 2.97 days per month (35 working days per year).**

Increased funding to support the following Maternity/Parental/Adoption Leave Employment Insurance Supplemental Benefits.

- 1. An employee must have completed a minimum of twenty (20) weeks of service with the employer at date of commencing leave in order to qualify for SEB as follows:**

(i) **Maternity SEB** – an employee who is in receipt of Employment Insurance (EI) maternity benefits shall qualify for SEB upon submitting proof of receipt of EI benefits. The employee shall receive a supplementary employee benefit (SEB) from the employer which together with Employment Insurance benefits shall equal one hundred (100) percent of the employee’s gross earnings, less overtime and other premium payments. The SEB payment shall continue while the employee is in receipt of the EI maternity benefits for a maximum of sixteen (16) weeks.

(ii) **Parental/Adoption SEB** – an employee who is in receipt of Employment Insurance (EI) parental/adoption benefits shall qualify for SEB upon submitting proof of receipt of EI benefits. The employee shall receive a supplementary employee benefit (SEB) from the employer which together with Employment Insurance shall equal to:

- **One hundred (100) percent of the employee’s gross earnings, less overtime and other premium payments for up to a maximum of thirty-five (35) weeks.**

**OR**

- **Seventy-eight (78) percent of the employee’s gross earnings, less overtime and other premium payments for up to a maximum of sixty-one (61) weeks.**

**2. Premiums for benefit plans provided in Article 27 will be paid by the Employer for the weeks the Employee is eligible for the paid SEB plan. The Employee may elect to pay the premiums for any unpaid leave beyond the SEB plan.**

**3. The employee has the option to continue to contribute to the pension plan as per Article 27 for the full maternity, parental, or adoption leave. In such event, the Employer shall continue to contribute for the weeks the employee is eligible for the paid SEB plan and the employee’s portion of said pension contribution shall be deducted from the employee’s SEB entitlement. Employees shall be given the option upon returning to work to pay their portion of their contributions by way of monthly deductions to be determined between the Employer and employee.**



**Letter of Understanding**

**Between**

**Pine Lodge Addiction Recovery Inc.**

**and**

**The Canadian Union of Public Employees, Local 4670**

**Re: Diane Hayward**

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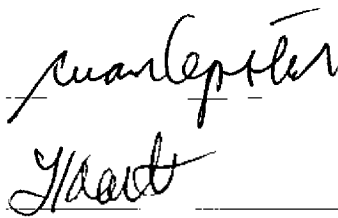
The employer agrees that, should Diane Hayward be required to retire prior to April 30, 2023 due to lack of transportation to Pine Lodge Addiction Recovery Centre located in Regina, they will pay the amount required to bridge her pension up to a maximum of \$5,817.49.

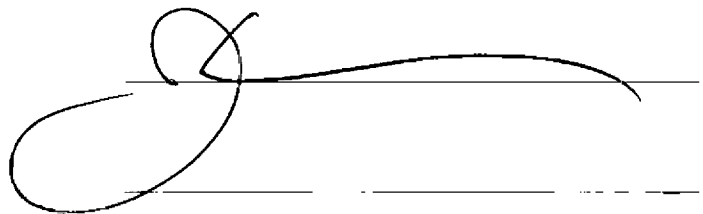
This Letter of Understanding will not be applicable after April 30, 2023.

Dated this 17<sup>th</sup> day of January, 2023.

On behalf of CUPE Local 4670:

On behalf of Pine Lodge Addiction  
Recovery Inc.

  
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**Letter of Understanding**

**Between**

**Pine Lodge Addiction Recovery Inc.**

**and**

**The Canadian Union of Public Employees, Local 4670**

**Re: Relocation Impact Bonus**

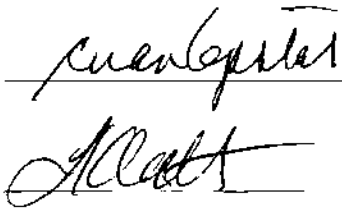
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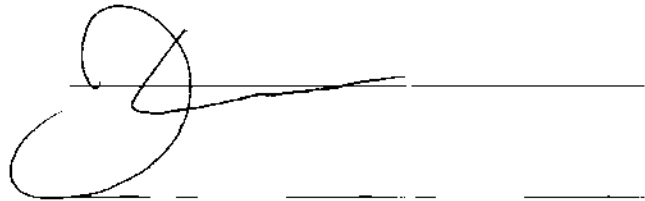
Pine Lodge Addiction Recovery Inc. shall provide those employees employed prior to the fire in 2019, a one-time Relocation Impact Bonus of \$500 for all full-time employees and \$250 for all part-time employees.

Dated this 17<sup>th</sup> day of January, 202~~2~~<sup>3</sup>.

On behalf of CUPE Local 4670:

On behalf of Pine Lodge Addiction  
Recovery Inc.

  
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