
Collective Agreement

Between

Redvers Activity Centre Inc.

And

**Canadian Union of Public Employees
Local 4324**

CUPE / *Canadian Union
of Public Employees*

April 1, 2022 – March 31, 2025

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ARTICLE 1 – PURPOSE

1.01 Purpose of the Organization

The parties acknowledge that it is the primary purpose of the Redvers Activity Centre and its employees to support adults with special needs to grow and develop as individuals and citizens while providing these adults a safe, consistent and caring environment.

1.02 Purpose of this Agreement

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

- a) maintains and improves relations between the local union members and the employer;
- b) establishes and maintains collective bargaining relations between the employer and the union; and
- c) provides for the orderly, prompt and equitable disposition of grievances and for the maintenance of hours, wages and working conditions.

ARTICLE 2 – DEFINITIONS

2.01 Definitions:

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

- a) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 17.
- b) A part-time employee is one who is regularly scheduled to work less than the full daily and weekly hours as stated in Article 17, with the exception of the group home programmer position.
- c) Relief employees are those who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- d) Summer student employees are those who are hired by the employer to work anytime between May 1 and September 10 using grants or funding programs relating to high school and/or post-secondary students. Summer student employees do not become members of the union and are not covered by any of the provisions of this agreement.

- e) Participants/employees are those who work for the organization where the work is done predominantly for the benefit of the individual rather than predominantly for the benefit of the organization, and where the support provided by the employer is a component of the employer's mandated services provided for the individual. Participants/employees shall not be considered "employees" as defined in ***The Saskatchewan Employment Act*** or this agreement and they shall not become members of the union, nor are they covered by any of the provisions of this agreement. If the parties are unable to agree upon whether a particular individual is a participant/employee, they shall refer the matter to **The Saskatchewan Labour Relations Board** for determination.

- f) Temporary specially funded workers are those whose positions are funded primarily by job creation or employment training programs administered by the provincial and/or federal governments and whose positions last for a specific period of time, so long as it does not lead to a reduction in existing staff, and whose positions are only open to applicants who meet the funder's criteria. They shall not become members of the union and are not covered by any of the provisions of this agreement.

ARTICLE 3 – RECOGNITION

3.01 Recognition

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

3.02 No other agreements

No employee or group of employees shall be permitted or required to make any agreement with the employer which may conflict with the terms of this agreement.

3.03 Correspondence

All correspondence between the parties arising out of this agreement shall pass to and from the chief executive officer and the employee who is the president of the local union.

3.04 National Representative

The employer acknowledges the right of all employees to be represented by a national representative in any collective bargaining negotiations with the

employer or in any grievance meetings with the employer, (provided that all time limits contained in this agreement must be complied with).

ARTICLE 4 – SCOPE & RECOGNITION

4.01 Scope

This agreement shall cover all employees of Redvers Activity Centre Inc. in Redvers, Saskatchewan, except the chief executive officer, director of programs, **vocational** co-ordinator, SARCAN supervisor, accounts manager, administrative assistant and summer student employees, participant/employees and temporary specially funded workers.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The union acknowledges that it is the right of the employer to manage its operations and to direct the work force except as specifically limited by the terms of this agreement. The employer therefore retains all management rights not otherwise expressly abridged by a specific provision of this agreement. Without limiting or restricting the foregoing, the employer has the right to make rules of conduct, policy and procedure for employees.

ARTICLE 6 – UNION SECURITY

6.01 Union Membership

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

6.02 Dues Check-Off

The employer shall deduct monthly dues, assessments and initiation fees from the earnings of each employee in accordance with the procedure designated by the union. Such funds deducted from an employee's earnings on behalf of the union shall be remitted to the union by the eighteenth (18th) day of each month following the month in which said deductions were made, accompanied by a list of the names of employees, their gross earnings for the month, the amounts deducted in the said deduction period, date of hire if the employee was hired during that month and date of separation if the employee separated during that month.

6.03 Dues Authorization

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

6.04 Dues Receipt

The employer agrees to record all union dues paid in the previous year on the employee's income tax (T-4) slips.

6.05 Organizational Chart

- a) The employer agrees to post on the bulletin boards, each June and December, an organizational chart showing the administrative structure and the line of authority of the organization, accompanied by a list of the names of out-of-scope managers employed by the employer and the chairperson of the board of directors.
- b) The union shall supply the employer, each June and December, an up-to-date list of representatives, officers and stewards. Changes shall be communicated to the employer as soon as possible.

6.06 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.

ARTICLE 7 – SENIORITY

7.01 Seniority

Seniority shall be defined as the length of an employee's service calculated in accordance with Article 7.02 from the last date on which the employee commenced employment in a position in the bargaining unit with the employer. Seniority shall be credited from and shall apply from the last date of employment in a position in the bargaining unit.

7.02 Date of Hire

Employees employed as of May 22, 2009 are ranked in order of seniority calculated on hours of seniority (as identified in the March 31, 2006-April 2009 Redvers Activity Centre and CUPE Local 4324 collective agreement) from the date the employee last entered the service of the employer.

All employees hired after May 22, 2009 shall be placed at the bottom of the seniority list in order of their date of hire.

7.03 Probationary Period

Newly hired employees shall be on probation for one thousand and forty (1040) hours. During the probationary period, employees shall be entitled to all rights and benefits of this agreement.

7.04 Loss of Seniority

Employees shall lose all entitled seniority and shall be deemed to have terminated employment if the employees:

- a) are discharged for just cause and are not reinstated;
- b) resign in writing;
- c) fail to report to work after conclusion of leave of absence;
- d) fail to report for three (3) consecutive scheduled shifts without receiving prior authorization from the employer permitting an absence for those shifts or have no explanation acceptable to the employer for not reporting for work;
- e) fail to notify the employer of the employee's intention to return to work within five (5) calendar days following a recall from lay-off being sent by registered mail by the employer to the employee's last known address;
- f) are continuously laid off in excess of twelve (12) months;

- g) retire from the employ of the employer;
- h) are relief employees and have not worked for a period of two (2) consecutive months and are not on an approved leave of absence, provided the expressed preferences of relief employees in terms of facilities and shifts is considered when offering shifts.

7.05 Maintenance of Seniority

Subject to Article 7.04 of this agreement, an employee shall maintain accumulated seniority.

7.06 Seniority List

The employer agrees to post a seniority list in June and December of each year. Upon proof of error, the employer shall immediately revise the seniority list. Copies of the seniority list and revisions shall be forwarded to the union at or about the same time that they are posted.

ARTICLE 8 – VACANCIES AND NEW POSITIONS

8.01 Job Posting

All full-time or part-time vacancies or newly established positions shall be posted (with a copy provided to the union) in each of the employer's facilities for at least seven (7) calendar days to allow employees to apply. Applications must be made on the agency's application form to the director of programs by the specified closing date.

8.02 Information in Job Postings

Job postings will include required qualifications, rates of pay, location of position, whether the position is full-time or part-time, the usual hours of work and a general description of the job duties.

8.03 Filling of Vacancies

Vacancies may be filled from within the organization by posting the vacant job and, at the employer's discretion, advertising any vacancy to the public.

In all cases of filling vacancies, the following factors shall prevail: the qualifications, ability and experience of the applicant. Where the qualifications, ability and experience are equal, the senior applicant shall be awarded the position.

8.04 Trial Period

Except for relief employees, where appointment is made of an applicant who is already employed by the employer, the successful applicant shall be allowed a trial period of four (4) months or six hundred and ninety-three (693) hours, whichever occurs first, from the start date of the new position. The employee shall be confirmed in the new position after the trial period. In the event the employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position and former wage or salary rate and without loss of seniority. All other employees affected by the rearrangement of positions, shall also be returned to their former position, wage or salary rate and without loss of seniority.

If an employee is reverted or reverts back to their previous position within the trial period of four (4) months or six hundred and ninety-three (693) hours, the employer will fill such a vacancy with another applicant who had already applied for the same position, without having to repost the vacated position.

8.05 Relief Assignment

- a) Relief assignments shall first be offered to relief and part-time employees, and then, if necessary, full-time employees who are qualified and capable of performing the required work without orientation on an equitable basis while considering the following:
- seniority;
 - currency and retention of relief and part-time employees;
 - continuity of care;
 - the organization's regular staffing patterns; and
 - the expressed preferences of part-time and relief employees in terms of facilities and shifts.

8.06 Temporary Positions for Prolonged Durations

When the employer determines that a temporary position of ninety (90) calendar days or longer exists, the temporary position shall be posted and filled subject to the posting provisions identified in Article 8.

- a) In the event that an employee transfers into the original temporary position noted above, then the temporary position vacancy created as a result of that transfer shall be posted and filled subject to the posting provisions identified in Article 8.

- b) No other additional postings shall be required.
- c) An employee shall not be eligible for any other temporary position of prolonged duration while filling a temporary position of prolonged duration.
- d) When the temporary position of a prolonged duration becomes redundant the employee shall be returned to her/his former position.
- e) If as a result of the posted temporary position, an individual is hired from outside the existing workforce, the individual shall revert to relief employee status upon completion or redundancy of the temporary position.
- f) Employees filling temporary positions of a prolonged duration shall be eligible to apply for any permanent position that is posted during the term of the temporary position of prolonged duration.

8.07 Temporary Performance of Higher Duties

- a) A full-time or part-time employee temporarily assigned to perform a shift of a higher paid classification within the bargaining unit shall be advanced to the higher pay for all hours worked in the higher classification at the service rate of their home position.
- b) A full-time or part-time employee required by the employer to perform a shift of a lower paid classification shall suffer no reduction in earnings.
- c) Full-time or part-time employees who voluntarily accept relief shifts in a lower paid classification shall be paid at the rate of that classification that is closest to their current rate of pay.
- d) Full-time or part-time employees working relief in other classifications get paid at their level of service subject to Article 8.07.

8.08 Temporary Transfer and Seniority Outside Bargaining Unit

Employees shall not be transferred to a temporary position outside the bargaining unit without their consent. If employees are temporarily transferred outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. Employees filling temporary vacancies outside of the bargaining unit shall have the right to return to their former position and wage or salary scale, without loss of seniority, at the conclusion of the temporary transfer. All other employees affected by the rearrangement of positions shall also be returned to their former position, and wage or salary scale, without loss of seniority.

8.09 Transfer and Service

An employee transferring into another position in the bargaining unit shall have the same hours of service to the employer in the new position for all purposes, including determining rate of pay.

8.10 Relief Position

An employee must provide a minimum of **three (3) weeks'** notice to move internally from a position to the relief list.

ARTICLE 9 – LAY-OFFS AND RECALLS

9.01 Definition

A layoff shall be defined as per *The Saskatchewan Employment Act*.

9.02 Notice of Lay Off of Employee(s)

Notice of lay off of employee(s) shall be provided as follows:

- a) no notice, if the period of employment is three (3) months or less;
- b) one (1) week's written notice, if the period of employment is more than three (3) months and less than one (1) year;
- c) two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;
- d) four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years;
- e) six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years;
- f) eight (8) weeks' written notice, if the period of employment is ten (10) years or more.

The employer may, in its discretion, provide the employee with pay in lieu of notice for the applicable notice period, provided that the pay shall be equivalent to the employee's normal wages for the notice period, exclusive of overtime.

The employer may, in its discretion, provide the employee with a combination of notice and pay in lieu of notice, exclusive of overtime, provided that the combination is equivalent to the employee's notice period as set out in this article.

9.03 Role of Seniority in Lay-Offs

When reducing the full-time or part-time staff, senior employees shall be retained, provided they have the qualifications and ability to do the work without orientation.

An employee who is laid off may bump the least senior part-time or full-time employee provided the employee exercising the right to bump has the qualifications and ability to do the work without orientation.

9.04 Recall of Employees

Employees laid off in accordance with Article 9.01 shall be returned to work in order of seniority in positions for which they have the qualifications and ability to handle the work to be performed.

9.05 Notice of Recall

In the event of recall of a full-time or part-time employee, for normal duties, the employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the employer within five (5) days of the mailing of such letter by registered letter, stating his acceptance or refusal of the employment offered and his intention of reporting for work within the time limits specified in Article 7.04 e). In the event that the employer does not receive such notification from the employee within the stated five (5) day period accepting employment, or the employee fails to report within the required time limits the said employee shall be deemed to be terminated.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.01 Discipline

Employees who have completed their probationary periods shall be disciplined or discharged only for just cause.

10.02 Union Representation

The employer shall provide the employee reasonable notice of investigative and disciplinary meetings. The notice shall include notice of their right to have union representation at the meeting and whether it is an investigative or disciplinary meeting. The employee and/or the union are responsible to ensure union representation is present. If an employee refuses union representation, a waiver will be signed in the presence of a union representative.

10.03 Written Reasons for Discipline

An employee who is suspended or discharged shall be advised by the employer within five (5) calendar days, in writing, of the reasons for such discipline.

10.04 The Steps of Corrective/Progressive Discipline

The parties to this agreement recognize the usual steps of the corrective/progressive discipline:

- a) Verbal reprimand
- b) Written reprimand
- c) Suspension
- d) Termination

It is understood that the normal progression through the steps may be altered depending on the severity of the offence.

10.05 Copies of Documents

A copy of any document placed on an employee's personnel record which becomes the basis for disciplinary action will be supplied to the employee at the time of discipline.

10.06 Personnel Records

An employee shall have access to his or her personnel record, excluding employment references, in the presence of the chief executive officer or designate at a time agreed upon by the chief executive officer or designate.

Employees shall have the right to make copies of any material contained in their personnel records provided it does not disclose confidential client information. A union representative, upon request in writing by the employee and in the presence of the employee, shall have access to the employee's personnel file.

Disciplinary documentation shall be removed after two (2) years unless there have been subsequent documented incidents of a similar nature.

ARTICLE 11 – NO STRIKE – NO LOCKOUT

11.01 No Strike – No Lockout

During the term hereof there shall be no strikes, slowdown or work stoppages on the part of any employee bound by this collective agreement or the union nor shall there be any form of lockout on the part of the employer.

ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE

12.01 Definition

A grievance shall be defined as any difference or dispute between the employer and the union, employee or group of employees pertaining to a matter arising out of or involving the interpretation, application, administration or alleged violation of any provision(s) of this agreement.

12.02 Grievance Procedure

To provide an orderly process for settling grievances the union shall identify its representatives authorized by the union to file the grievance paperwork.

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.

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

Informal Discussion

An employee who may have a grievance may seek settlement through informal discussion with **their** supervisor.

Step 1

Prior to a grievance being submitted at Step 2, the union will discuss, with the manager or designate, any difference or dispute between the employer and any employee(s) , and/or the union pertaining to any issue that may lead to a grievance as defined in Article 12.01.

Step 2

If the grievance is not satisfactorily resolved, an employee with a grievance shall submit the grievance, in writing, to the director of programs within fourteen (14) calendar days of the occurrence of the alleged violation of the agreement. The written grievance shall state the general facts and circumstances giving rise to the grievance, which provisions of the agreement are alleged to have been violated and what restitution is requested. The director of programs shall reply in writing within fourteen (14) calendar days.

Step 3

If the grievance is not satisfactorily resolved, the union may refer the grievance to the chief executive officer in writing within fourteen (14) calendar days of the director of program's response. The chief executive officer shall reply in writing within fourteen (14) calendar days to the president of the union.

12.03 Referral to Arbitration

If the grievance is not satisfactorily resolved, then either party may refer the grievance to arbitration in writing within fourteen (14) calendar days of the chief executive officer's response.

12.04 Time Limits to Present Grievance

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

12.05 Union Representation

The employer recognizes the right of the employee with the grievance to be represented by the union during any formal meetings with the employer during the grievance procedure.

12.06 Extension of Time Limits

Time limits set out in this article may be extended only by agreement in writing of both parties.

12.07 Grievance Involving Dismissal

Where a grievance involving dismissal, lay off or recall occurs, the employer and the union agree to bypass Step 1 in this article.

ARTICLE 13 – ARBITRATION

13.01 Single Arbitrator

- a) Where a grievance has been referred to arbitration in accordance with Article 12.03 the parties shall, within twenty-one (21) calendar days, attempt to agree to appoint a single arbitrator.
- b) Where the twenty-one (21) calendar days have expired, either party shall have the right, within seven (7) calendar days to refer the grievance to a board of arbitration.

13.02 Board of Arbitration

a) Appointees

Where a grievance has been referred to a board of arbitration under Article 13.01 b), the party making the referral shall name an appointee to the board of arbitration at the time of making the referral.

Within fourteen (14) calendar days of receiving notice that the grievance has been referred to a board of arbitration, the party receiving the notice shall name an appointee to the board of arbitration. Where the party receiving the notice fails to name an appointee within the prescribed time limit the chief justice of the Court of **King's** Bench or chair of the Saskatchewan Labour Relations Board shall appoint a member to the board of arbitration on behalf of that party.

b) Chairperson

Within fourteen (14) calendar days of the second party's appointment the two (2) appointees shall appoint a third member to the board of arbitration who shall act as chairperson.

Where the two (2) appointees fail to agree on the appointment of a third member to the board of arbitration, within the prescribed time limit, the chief justice of the Court of **King's** Bench or chair of the Saskatchewan Labour Relations Board shall appoint a third member to the board of arbitration who shall act as chairperson.

13.03 Initiation of Special Meetings

Nothing shall preclude the two (2) parties to this agreement from meeting at any stage of the foregoing procedures, in an attempt to resolve the dispute(s).

13.04 Decision of the Board

The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the board of arbitration shall be final, binding, and enforceable on all parties.

13.05 Decision

A written decision of the arbitrator or arbitration board as the case may be, shall be made within two (2) months from the date of the arbitration, and shall be final and binding on the parties.

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

13.06 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the arbitrator it appoints;
- b) one-half (1/2) the fees and expenses of the chairperson.

13.07 Extension of Time Limits

Time limits set out in this article may be extended only by agreement in writing of both parties.

13.08 Paid Attendance at Grievance Meetings

One duly authorized representative of the union and the grievor shall suffer no loss in pay in attending grievance meetings with the employer during his or her scheduled working hours.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 General Leave of Absence

An unpaid leave of absence may be granted to an employee insofar as the regular operations of the employer will permit and provided that the employee has furnished a valid reason for requesting such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least twenty-one (21) calendar days in advance.

If an employee is choosing to return early from a leave of absence, they must provide at least twenty-one (21) calendar days' notice to the employer in writing.

14.02 Entitlement While on Leave of Absence

An employee granted a leave of absence under Article 14.01 shall not earn sick leave credits, annual vacation credits or paid holiday pay for the entire period of leave granted.

14.03 Union Leave

Insofar as the efficient operations of the employer will permit, a maximum of two (2) employees shall, upon giving not less than fourteen (14) calendar days' notice, be granted leave of absence with pay to attend business meetings, schools, seminars, and conventions in connection with union affairs. Such leave shall be for a maximum of seven (7) calendar days on any one occasion. The union shall reimburse the employer for all pay and benefits during the period of absence.

An employee granted such leave shall earn sick leave credits and annual vacation credits during the entire period of leave granted.

14.04 Leave of Absence for Court Duty

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

An employee granted such leave shall earn sick credits and annual vacation credits during the entire period of the leave granted.

14.05 Maternity, Parental and Adoption Leave

Employees shall be granted maternity, parental and adoption leave in accordance with *The Saskatchewan Employment Act*.

14.06 Bereavement Leave

Bereavement leave with pay of up to four (4) working days in duration shall be granted to full-time or part-time employees upon the death of their spouse, parent, child, sister, brother, grandparent, grandchild, parent-in-law, **grandparent-in-law**, sister-in-law, brother-in-law, daughter-in-law, son-in-law or fiancée. These shall include common-law and same-sex relationships, and those of step equivalency. Upon request the employer may grant additional unpaid bereavement leave.

14.07 Pallbearer's Leave

In the event of a death of an individual not listed in Article 14.06, but with whom an employee has had a close personal relationship, the full-time or part-time employee shall be granted a maximum of two (2) half (1/2) days with pay per year to attend funerals for which the full-time or part-time employee will perform the services of a pallbearer.

14.08 Benefits While on Leave of Absence

During the period of any approved unpaid leave of absence exceeding thirty (30) calendar days, the employer will not contribute to the benefit plans on the employee's behalf for the entire period of the leave. Subject to the terms of the benefit plans, the employee shall fully fund such contributions (including any portion that would otherwise be paid by the employer) on his or her own, if the employee chooses to continue his or her benefits during the leave.

14.09 Personal Days

Employees shall be granted five (5) personal days per year, **provided operational requirements permit** (last payroll cut-off each calendar year is the effective date). The employee will not be required to provide a reason for requesting such days. Such days as used will be deducted from their sick leave accumulation.

ARTICLE 15 – PAID HOLIDAYS

15.01 Public Holidays

Employees shall be entitled to regular wages for all public holidays as set out in *The Saskatchewan Employment Act*.

Designated public holidays are:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Family Day

Employees who work on a public holiday are entitled to pay at the rate of time and one-half **their regular hourly rate and in addition will receive five percent (5%) of wages earned, exclusive of overtime, over the four (4) weeks preceding the public holiday.**

Employees who do not work on a public holiday will receive five percent (5%) of wages earned, exclusive of overtime, over the four (4) weeks preceding the public holiday.

For the purposes of this article only, a public holiday begins at 12:01 a.m. and ends at 11:59 p.m.

15.02 Paid Holiday

Either Easter Monday or Boxing Day shall be recognized as a paid holiday for full-time and part-time employees. The holiday shall be paid at the employee's regular rate of pay.

Each employee shall select either Easter Monday or Boxing Day as a paid holiday in each calendar year. Such selection will be made by February 15. Those employees who do not select Boxing Day shall be deemed to have selected Easter Monday.

Those employees who are scheduled to work on their selected paid holiday may either request the day off with pay, or work as scheduled and request another day off with pay within thirty (30) days, subject to employer approval.

Those employees who are not scheduled to work on their selected paid holiday may either request to be paid for that day, or may request another day off with pay within thirty (30) days.

The Saskatchewan Employment Act provisions and Article 15.01 respecting public holidays shall not apply to this article. No employee shall be entitled to overtime pay as a result of their selected paid holiday.

ARTICLE 16 – VACATIONS

16.01 Annual Vacation

- a) Vacation year means the twelve (12) month period commencing on the first (1st) day of April.
- b) In the event of termination prior to one (1) year's service, the employee shall be entitled to 3/52nds of total wages earned to the date of termination.
- c) Each full-time and part-time employee who completes one (1) year of service with the employer shall be entitled to three (3) weeks annual vacation and 3/52nds of their total wage for the past year as annual vacation pay.

- d) After ten (10) years of service, full-time and part-time employees shall be entitled to four (4) weeks annual vacation and 4/52nds of their total wage for the past year as annual vacation pay.
- e) After fifteen (15) years of service, full-time and part-time employees shall be entitled to five (5) weeks annual vacation and 5/52nds of their total wage for the past year as annual vacation pay.
- f) After twenty (20) years of service, full-time and part-time employees shall be entitled to six (6) weeks annual vacation and 6/52nds of their total wage for the past year as annual vacation pay.
- g) After twenty-five (25) years of service, full-time and part-time employees shall be entitled to seven (7) weeks annual vacation and 7/52nds of their total wage for the past year as annual vacation pay.
- h) Relief employees shall be paid 3/52nds vacation pay in lieu of vacation leave, based on total earnings, on each pay cheque. After ten (10) years of service they shall be paid 4/52nds vacation pay.

16.02 Vacation Requests

An employee shall be entitled to receive vacation in an unbroken period.

Employees who request to use less than their full entitlement in an unbroken period may be approved for periods of not less than one (1) day increments.

Vacation requests must be submitted in writing to the director of programs or designate by March 1 for the period April 1 to October 31 and by September 30 for the period November 1 to March 31.

Vacation requests received after March 1 and September 30 of the current year, may be granted on a first come, first served basis insofar as the operational needs of the organization permit, subject to the approval of the director of programs.

No employee shall refuse or neglect to request scheduled vacation. If any employee refuses or neglects to request scheduled vacation by September 30 of the current year, the employer retains the right in such instance to unilaterally schedule vacation for the employee. The employee will receive a minimum of one (1) week notice of the scheduled vacation.

16.03 Approval of Vacation

Earned vacation leave shall be taken at a time approved by the director of programs. Vacation requests received by the March 1 and September 30

deadline shall be submitted in writing and shall be approved or denied by the director of programs or her/his designate fourteen (14) calendar days after the request is received. Requests for the same period of time received by the director of programs on the same day, if approved by the director of programs, will be granted in order of seniority.

Vacation requests received after March 1 and September 30 shall be submitted in writing and shall be approved or denied by the director of programs or her/his designate within fourteen (14) calendar days after the request is received.

16.04 Vacation During Facility Shutdowns

The employer retains the right to schedule employees' vacations during facility shutdowns and employees shall be required to take their vacations at such times.

16.05 Vacation Year

Vacation leave must be taken in the vacation year following that in which it is earned.

16.06 Vacation Pay on Termination

Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.

16.07 Approved Absence During Vacation

Where, in respect of any period of vacation leave, an employee:

- a) qualifies for bereavement leave; or
- b) is granted sick leave as a result of an illness exceeding five (5) days and supported by a medical certificate satisfactory to the employer, then the period of absence so displaced shall either be added to the vacation period if requested by the employee and approved by the employer or reinstated for use at a later date, at the employer's discretion.

ARTICLE 17 – HOURS OF WORK

17.01 Hours of Work

- a) The employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.
- b) The employer agrees to post monthly schedules of work at least fourteen (14) days in advance. Employees required to change their schedule will be given at least seven (7) days notice of change, except in cases of emergency or sudden or unusual occurrence.
- c) Deviation from the posted schedule which results from employees exchanging shifts is subject to approval of the employer and shall not result in the payment of overtime unless overtime was payable prior to the change.

17.02 Scheduling

It is agreed and understood that hours of work are flexible and are subject to change, subject to notice as per Article 17.01 b). Deviation from regular scheduled hours of work is at the discretion of the director of programs, **vocational** co-ordinator, SARCAN supervisor or chief executive officer.

17.03 Hours of Work for Group Home Operators

Hours of work shall consist of shifts of up to twelve (12) hours per day averaged over a four (4) week period not to exceed one hundred-sixty (160) hours as scheduled by the employer unless otherwise noted. Full-time hours shall consist of one hundred-sixty (160) hours averaged over a four (4) week period.

Days worked shall approximately equal the number of days off throughout the year.

17.04 Banked Time for Staff Meetings

Employees attending meetings shall bank or be paid at straight time.

17.05 Weekly Days Off

Employees shall have two (2) scheduled days off each week, unless otherwise agreed between the employer and the employee.

17.06 Overtime

All overtime must have prior authorization by the employer.

- a) Except as otherwise noted, all hours worked in excess of one hundred-sixty (160) hours averaged over a four (4) week period shall be paid at time and one-half the employee's regular rate of pay, except in unusual circumstances or emergency situations.
- b) Employees will be paid overtime for any shift when there is less than eight (8) hours between shifts worked.
- c) In the case of emergency or other unavoidable circumstances, prior authorization shall not be required.

17.07 Rest Periods

Employees working a shift of eight (8) hours or more will be allowed two (2) rest periods of fifteen (15) minutes each per shift, which rest periods shall be taken as near as possible to midway of each half of the shift. Employees may be required to stagger their rest periods where the needs of the employer and/or its clients so require. **Employees working a shift of twelve (12) hours or more will be allowed three (3) rest periods of fifteen (15) minutes per shift.**

17.08 Meal Periods

Employees working a shift of eight (8) hours or more and working through lunchtime or suppertime will be allowed a one-half (1/2) hour paid meal period. Employees may be required to stagger their meal periods where the needs of the employer and/or its clients so require.

Employees working a shift of twelve (12) hours or more and working through lunch or supper time will be allowed two (2) one-half (1/2) hour paid meal periods.

17.09 Time Off in Lieu of Overtime

The employer may grant employees time off in lieu of overtime hours already worked at the appropriate overtime rate. No employee shall be required to take time off in lieu if they prefer to receive overtime pay for their overtime hours.

Employees may bank up to four (4) days in hours for their classification. If an employee changes classification, that results in banked hours of more than four (4) days banked time for the employee's new classification, the employee shall

be paid for the hours in excess of the four (4) days for the new classification. They shall be paid out at the rate of pay of the classification they earned them.

17.10 Shifts

- a) Employees may be temporarily transferred between homes and shifts to meet the immediate needs of the clients and the organization.
- b) Employees may be scheduled to work split shifts by mutual agreement between the employee and the employer.
- c) Employees shall not exchange scheduled shifts unless they have obtained the prior written approval of the employer.

ARTICLE 18 – SICK LEAVE

18.01 Sick Leave Defined

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

- a) the employee was unable to work by virtue of being sick or disabled; or
- b) because of an accident for which compensation is not payable under *The Worker's Compensation Act*; or
- c) in the opinion of the employer, the employee's presence at work constituted a health hazard for any clients or other employees, and the employee was instructed by the employer to leave the employee's place of duty.

18.02 Accumulation of Sick Leave

- a) Temporary and permanent full-time and part-time employees in positions working thirty (30) hours or more per week shall earn sick leave credits at the rate of one and one quarter (1.25) days per month of service.
- b) Temporary and permanent part-time employees in positions working less than thirty (30) hours per week shall earn sick leave credits on a *pro-rata* basis based on their regularly scheduled hours of work. Part-time employees do not accumulate sick leave with respect to any relief or casual shifts they may work.
- c) Relief employees/casual employees shall not be entitled to sick leave.
- d) Accumulation of sick leave credits shall be allowed to a maximum of fifteen (15) days.

18.03 Deduction from Sick Leave

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

Employees shall be entitled to draw on sick leave credits only to the extent earned.

18.04 Reimbursement of Sick Leave Pay

In the event that an employee qualifies for and receives Workers' Compensation benefits covering the same period of time for which the employee has received sick leave pay from the employer, the employee shall repay to the employer immediately upon receipt of Workers' Compensation benefits, all such sick leave pay received by the employee from the employer for the period.

18.05 Proof of Illness

A doctor's certificate shall be required for any period of sick leave at the employer's request. The employer shall reimburse the employee for the cost of such certificate, only if the employee submits to the employer a receipt showing such cost.

18.06 Notification

- a) An employee claiming sick leave shall notify the employer at least two (2) hours before the employee would normally report for work. **An employee who fails to notify the employer a minimum of two (2) hours before their shift, will result in non-payment of sick leave for that shift.**
- b) An employee on sick leave for a period exceeding three (3) days shall notify the employer at least twenty-four (24) hours in advance of their expected return to work. Failure to do so may result in non-payment of sick leave for that shift and the employee shall be replaced for that shift.

ARTICLE 19 – BULLETIN BOARDS

19.01 Bulletin Boards

The employer shall provide bulletin boards in the Group Homes, Activity Centre and SARCAN which shall be placed so that all employees will have ready access to them and upon which the union shall have the right to post notices of meetings and such other union notices as may be of interest to the employees.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

20.01 Occupational Health and Safety

The employer and the union 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 Saskatchewan Employment Act, Part III – Occupational Health and Safety* shall be carried out.

20.02 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 casual factors of violence.

Violence shall be defined as the attempted, threatened or actual conduct of a person that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives an employee reasonable cause to believe that he/she is at risk of injury.

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

The employer has developed a policy in compliance with *The Saskatchewan Employment Act* and will consult with the union when revising this policy.

20.03 Harassment in the Workplace

Harassment means any objectionable conduct, comment or display by a person that is directed at a worker;

- And is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity; or
- Adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- Constitutes a threat to the health and safety of the worker.

The employer and the union acknowledge a shared responsibility to:

- Prevent harassment
- Promote a safe, abuse-free environment

Uphold the philosophy of zero tolerance of harassment.

Employees will report any alleged incident of harassment in the workplace to the employer.

The employer has developed a policy in compliance with *The Saskatchewan Employment Act* and will consult with the union when revising this policy.

ARTICLE 21 – NO DISCRIMINATION

21.01 Human Rights

The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion by reason of: age, colour, race, creed, national ancestry, political affiliation, disability, physical size, gender, political activity, marital status, sexual orientation, gender identity, place of origin, place of residence, family relationship, and/or religious affiliation except as permitted by the *Saskatchewan Human Rights Code*.

21.02 Union Membership or Activity

The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion by reason of membership or activity in the union, or non-membership in the union.

21.03 Occupational Health and Safety

The employer and the union agree that there shall be no discrimination or disciplinary action against a worker for complying with *The Saskatchewan Employment Act, Part III – Occupational Health and Safety* or for reporting their health and safety concerns to the employer, OH&S Committee or OH&S Division.

21.04 Participation in the Armed Forces

The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion by reason of participation in the armed forces.

21.05 Employee, Supervisor or Manager

The employer and the union agree that there shall be no discrimination by reason of carrying out their duties as an employee, supervisor or manager.

ARTICLE 22 – BENEFITS

22.01 Benefits

With the exception of SARCAN employees, the employer agrees to make available the following benefits to all employees who are eligible under the terms of the plan, subject to the receipt of government funding for this purpose and subject to the terms of the plans:

a) Dental, Group Life, Accidental Death and Dismemberment

These individual premiums are paid by the employer. Any additional cost for family coverage is paid by all employees who are eligible under the terms of the plan.

b) Long-Term Disability

Fifty percent (50%) of Long-Term Disability (LTD) premiums are paid by the employer for all employees who are eligible under the terms of the plan. Eligible employees will pay the remaining fifty percent (50%) of the LTD premium.

c) Pension

The employer agrees to make available to all eligible employees a pension plan that is or is similar to the SARC plan, provided government funding is available. The employee's contribution is four percent (4%), and the employer's matching contribution is four percent (4%).

d) Group Medical

Group medical premiums are paid by all employees who are eligible under the terms of the plan.

22.02 SARCAN Employees

The employer agrees to make available benefits to eligible employees employed at SARCAN subject to the terms of the SARCAN plan and subject at all times to changes made or directed by SARCAN Recycling (Provincial). Premiums for Long-Term Disability insurance are paid by employees. Other premiums are currently paid by the employer.

22.03 Vehicle Expenses

Employees who are authorized by the employer to use their own vehicle for work-related purposes shall receive payment per kilometre at a rate of **forty-five cents (\$0.45)** per kilometre.

22.04 Expenses on Behalf of the Employer

Expenses incurred during the regular course of business on behalf of the employer shall be paid every two (2) weeks unless the employee requests otherwise. **Expenses incurred over seventy-five dollars (\$75.00) shall be paid as soon as possible.**

ARTICLE 23 – PAYMENT OF WAGES

23.01 Salary Scales

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

23.02 Payment of Wages

Employees shall be paid earnings on a semi-monthly basis.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Term of Agreement

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, **2022**, up to and including March 31, **2025**, and from year to year thereafter unless notification of desire to amend be given in writing.

24.02 Open Period

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

24.03 Funding Increase

Notwithstanding the provisions of Article 24.01 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 pursuant to Article 24.03 shall not exceed the amount of funding increase received for salary, relief and benefits from the funding agent(s).

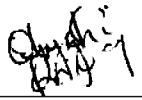
The parties hereto agree that except as hereinafter provided, the collective agreement between Redvers Activity Centre Inc. and Canadian Union of Public Employees for the period April 1, **2022** to March 31, **2025**, shall be the collective agreement in effect at Redvers, Saskatchewan.

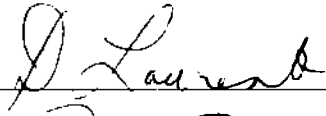
The provisions of this collective agreement shall be effective the date of signing of the collective agreement by both parties, except for Schedule "A" as noted therein.

Signed this 15 day of April, 2023.

On behalf of Redvers Activity Centre

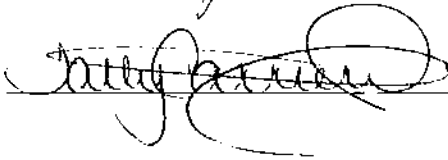
On behalf of Canadian Union of
Public Employees, Local 4324











SCHEDULE A

Schedule of Wages
 Hourly Rate of Pay
 Effective (**April 1, 2022 – March 31, 2023**)

<u>To be Ratified</u>	Starting	6 months	18 months
Group Home Programmer	\$17.07/hour	\$17.63/hour	\$18.22/hour
Activity Worker, Afternoon Programmer, Developmental Programmer, Group Home Operator, Night Care Worker, Senior Job Coach, Supportive Living Program Worker	\$20.87/hour	\$21.45/hour	\$21.98/hour
Relief Worker	\$19.68/hour	\$20.23/hour	\$20.87/hour

Six months = 1040 hours
 18 months = 3120 hours

Schedule "A" retroactive to April 1, 2022, for all employees in active employment or on approved leave of absence as at date of ratification by both parties.

Retroactivity – Wages (Excluding SARCAN)

All current employees who are on staff as of ratification, shall receive 2% per hour on all hours worked. The 2% will be retroactive back to April 1, 2022.

SARCAN In-scope Positions - Wage Scale Established by SARCAN 3% COLA from SARC				
SARCAN Asst-Large Depot Supervisor	\$18.63/hour	\$19.19/hour	\$19.76/hour	\$20.35/hour
Cashier-3rd Security	\$15.15/hour	\$15.60/hour	\$16.07/hour	\$16.55/hour
Recycling Tech	\$13.87/hour	\$14.28/hour	\$14.71/hour	\$15.15/hour

Casual – 3 months = 520 hours
1 year = 3120 hours

WE/cf.cope491