

# COLLECTIVE AGREEMENT

between

The Canadian Deafblind Association

and

***CUPE*** / *Canadian Union  
of Public Employees*

LOCAL 4152

October 1, 2021 to September 30, 2026

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THIS AGREEMENT ENTERED INTO THIS 25<sup>th</sup> DAY OF April, 2023.

BETWEEN: THE CANADIAN DEAFBLIND ASSOCIATION  
Hereinafter called the "Employer"  
OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #4152  
Hereinafter called the "Union"  
OF THE SECOND PART

## **PREAMBLE**

The general purpose of this Agreement is to provide a safe, consistent and caring environment for individuals who are deaf blind; to establish and maintain collective bargaining relations between the Employer and its employees; to provide orderly, prompt and equitable disposition of grievances and for the maintenance of hours, wages and working conditions.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

### **2.1 Scope**

This Agreement shall cover all employees of The Canadian Deafblind Association except the Executive Director, Supervisors, Administrative Assistant(s) and temporary employees hired to work in the home of a client's family outside the city of Saskatoon.

## **ARTICLE 3 – OPEN PERIOD**

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

## ARTICLE 4 – TERM OF AGREEMENT

### 4.1 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after October 1, **2021** up to and including September 30, **2026**, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

### 4.2 Notwithstanding the provisions of Article 4.1 above, this Agreement may be opened for the negotiation of benefits and/or salary in the event the funding agent grants an increase in funding for salary, relief and/or benefits to the Employer. Either party intending to enter into such negotiations of salary and/or benefits shall be required to serve the other party with not less than fourteen (14) days' written notice of intent.

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

## ARTICLE 5 – DEFINITIONS

### 5.1 Full-Time Employee

A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work thirty-five (35) to forty (40) hours per week averaged over a two (2) week period.

### 5.2 Part-Time Employee

A part-time employee is one who is appointed to a part-time position and is regularly scheduled to work less than thirty-five (35) hours per week averaged over a two (2) week period.

### 5.4 Relief Employee

Relief employees are those who work on a call-in basis **or are scheduled for a specific purpose.**

### 5.5 Week

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

### 5.6 Day

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

## 5.7 Temporary Assignment

"Temporary Assignment" is an assignment of ninety (90) calendar days or longer replacing an employee for the duration of an approved leave or an assignment that does not have permanent funding.

## ARTICLE 6 – NO DISCRIMINATION/HARASSMENT

6.1 There shall be no discrimination practiced by the Union or by the Employer with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, disability, nor by reason of membership or activity in the Union, or any other prohibited ground identified in *The Saskatchewan Human Rights Code* or *The Saskatchewan Employment Act*.

6.2 The Employer acknowledges the right of employees to apply on positions at all of the houses. The Union agrees that work assignments and/or schedules may have to be revised to accommodate the legal, security and privacy concerns of the clients and/or their guardians.

### 6.3 Principle of Fair Treatment

The Principle of Fair Treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person(s) or employee(s) which would jeopardize any employee's, or Supervisor's/Manager's dignity and well-being and/or undermine work relationships and productivity.

### 6.4 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, or
- That adversely affects the worker's physiological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated.

The Employer and the Union acknowledge a shared responsibility to prevent harassment and promote a safe, abuse-free working environment.

Harassment does not include any reasonable action that is taken by an Employer, or a Manager or Supervisor employed or engaged by an Employer, relating to the management and direction of the Employer's workers or the place of employment.

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

## 6.5 Union Activity

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

## ARTICLE 7 – UNION SECURITY

### 7.1 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of **their** employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of **their** employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of **their** employment, provided that any employee in the 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.

### 7.2 Dues Check-Off

The Employer shall deduct monthly dues 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 within thirty (30) days of the said deductions, accompanied by a list of the names, addresses and phone numbers, and the amounts deducted in the said deduction period.

### 7.3 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and that Union membership is required as a condition of employment as defined by *The Saskatchewan Employment Act, Part VI - Labour Relations*, and advise the employee of the name of the Union representative(s).

A representative of the Union shall be given an opportunity to orientate **each** new employee within regular hours and without loss of pay, for a maximum of fifteen (15) minutes. The orientations will be limited to a maximum of one (1) per shift **subject to operational requirements**. The purpose of this orientation for new employees is to discuss the benefits and obligations to the Employer and the Union. The Representative will provide the employee with a copy of the Collective Agreement.

### 7.4 Working Out-of-Scope

A Union member temporarily assigned to an out-of-scope position will continue to pay Union dues based upon the hourly rate of pay of the out-of-scope position and maintain their position as provided by the Collective Agreement. The member will, for the period of their assignment, withdraw from participation in Union business.

## 7.5 Organizational Charts

The Employer agrees to provide a copy of an up-to-date organizational chart, with the roles in the policy manual.

The Local of the Union shall supply the Employer with an up-to-date list of Union representatives and stewards.

## 7.6 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 relation/business purposes.

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

The parties acknowledge that, employees and/or the Union may only be informed that an issue has been investigated and dealt with but not the specific action taken for confidential labour relations matters.

## ARTICLE 8 – MANAGEMENT RIGHTS

### 8.1 Management Rights

Subject to the provision of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) Direct the working force;
- b) Operate and manage its business in all respects;
- c) Hire, select, transfer;
- d) Lay off because of lack of work or funding;
- e) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees.
- f) Promote, discipline, suspend and discharge any employee, provided, however, that any such action may be subject to the grievance procedure provided herein.
- g) In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

- h) The Employer acknowledges the fair and equitable application of policies and procedures.

## **ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.1 Time Limits to Present Grievance**

No grievance shall be considered which is not presented at **Step 1** 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 Union, employee or employees concerned.

### **9.2 Definition**

A grievance shall be defined as any difference or dispute between the Employer, and any employees or the Union pertaining to a matter involving the interpretation, application or alleged violation of any provision(s) of this Agreement.

### **9.3 Grievance Procedure**

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

After a grievance has been filed by the Union, it becomes property of the Union. The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the Union.

#### **Step 1**

An employee who may have a grievance, or the Union on their behalf, will first **make every effort to seek settlement** through informal discussion with the Supervisor.

#### **Step 2**

If the grievance is not satisfactorily resolved **through informal discussion at Step 1**, the Union shall submit the grievance, in writing, to the grievor's Residential Program Coordinator (RPC) or designate within fourteen (14) days of becoming aware of the occurrence of the alleged violation of the Agreement, or within fourteen (14) days of notification of an unsuccessful attempt at settlement through informal discussion at Step 1. The written grievance shall state the 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 Employer shall reply, in writing, within fourteen (14) days of date of receipt of the grievance.

#### **Step 3**

If the grievance is not satisfactorily resolved at **Step 2**, the Union shall submit the

grievance, in writing, to the Executive Director or designate within fourteen (14) days of the receipt of the Supervisor's response. The Union and Executive Director or designate, unless otherwise mutually agreed, shall meet to discuss the grievance. The Executive Director or designate shall render a written decision within seven (7) calendar days of the Step 3 meeting.

#### Step 4

If the grievance is not satisfactorily resolved, the Union may refer the grievance to Arbitration within fourteen (14) calendar days of the Executive Director's response.

#### 9.4 Extension of Time Limits

Time limits set out in this Article may be extended only by Agreement, in writing, of both parties.

#### 9.5 Initiation of Special Meetings

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

### **ARTICLE 10 – ARBITRATION**

#### 10.1 Selection of Arbitrators

**Where a grievance has been referred to arbitration, the parties shall first attempt to agree to appoint a single arbitrator.**

Either party, when providing notice to the other party of intent to advance a dispute to arbitration, shall provide the name(s) of their proposed arbitrator. The party receiving notice shall respond to agree or propose an alternate arbitrator within fourteen (14) calendar days.

Should the parties be unable to agree on an arbitrator within sixty (60) calendar days, the rules and procedures set out in The Saskatchewan Employment Act, Part VI, 6-46 Labour Relations, shall apply.

#### 10.2 Decision

A written decision of the Arbitrator shall be made within sixty (60) days from the date of the arbitration, and shall be final and binding on the parties.

The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### 10.3 Expenses of the Arbitrator

Each party shall pay:

- one-half (1/2) the fees and expenses of the arbitrator

## ARTICLE 11 – DISCIPLINE PROCEDURE

### 11.1 Discipline Procedure

For discipline involving a formal verbal warning/reprimand, written warning/reprimand, suspension or termination, an employee shall be advised at least twenty-four (24) hours in advance of disciplinary meetings and shall have the right to have their steward present and receive a copy of any written discipline imposed. It is agreed that email correspondence does not constitute discipline or replace the disciplinary meeting. Disciplinary meetings taking place off of CDBA property shall be by mutual agreement.

- a) A copy of any discipline shall also be forwarded to the President of the Union.
- b) Any suspension resulting from the disciplinary meeting shall take place on the next scheduled shift.
- c) The parties to this Agreement recognize the usual steps of corrective discipline:
  - i) verbal warning/reprimand
  - ii) written warning/reprimand
  - iii) suspension
  - iv) termination
- d) It is agreed that all formal counselling will be communicated, in writing, in a confidential manner.

The Employer reserves the right to invoke disciplinary action commensurate with the circumstances. It is understood that normal progression may be altered by the severity of the offence.

### 11.2 No Loss of Pay

No employee, steward or member of a Grievance Committee shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

11.3 Permanent employees shall not be disciplined, suspended or dismissed without just cause.

11.4 Burden of proof of just cause in the case of disciplinary action against a permanent employee shall rest with the Employer.

11.5 Disciplinary documents shall be removed from an employee's file after a period of two (2) years except when there are other disciplinary documents of equal or greater severity, of the same nature, placed on the employee's file within the two years.

## **ARTICLE 12 – PERSONNEL RECORDS**

### **12.1 Personnel Records**

Employees shall have the right to review their personnel record with the exception of pre-employment personnel references contained therein. Such access shall be on reasonable notice during office hours and in the presence of the Executive Director.

## **ARTICLE 13 – OCCUPATIONAL HEALTH AND SAFETY**

13.1 The parties agree to carry out the provisions for health and safety as provided for under *The Saskatchewan Employment Act, Part III, Occupational Health & Safety Regulations* of the Province of Saskatchewan.

13.2 The Employer shall provide bulletin boards for Occupational Health and Safety issues which shall be placed so that all employees will have access to them and upon which the Employer, the Union and the Occupational Health and Safety Committee shall have the right to post notices of minutes, meetings and such other notices as may be of interest to the employees.

### **13.3 Culture of Safety**

The Union and the Employer recognize the right and responsibility of employees and Management to be involved in the activities required by, and to comply with, *The Saskatchewan Employment Act, Part III, Occupational Health & Safety Regulations*.

The parties agree to work together to develop policies around a culture of safety. A culture of safety is "the shared commitment of Management and employees to ensure the safety of the work environment". The safety of residents and employees is paramount.

A culture of safety acknowledges the inevitability of error, and proactively seeks to identify latent threats. Characteristics of such a culture include but are not limited to:

- Environment where individuals are confident that they can report errors or close calls ("near misses") without fear of retribution.
- Collaboration to seek solutions to system vulnerabilities.
- Demonstrated willingness to direct resources to address safety concerns.
- Employees and Management acknowledge their responsibility to facilitate a safe work environment.

Employees will report any alleged violation of *The Saskatchewan Employment Act, Part III, Occupational Health & Safety Regulations* that they are aware of to the Occupational Health and Safety Committee or the Employer.

#### 13.4 Training Courses

New employees who as a condition of employment are required to have successfully completed specific training will be responsible to arrange and pay for this training.

The Employer will arrange and pay for training for employees who require upgrading, refresher courses and/or new training.

When employees are required to work with new equipment or technology, training shall be provided, and/or arranged and paid for by the Employer prior to the employee being required to perform the work with new equipment or technology.

### ARTICLE 14 – NOTICE BOARDS

- 14.1 The Employer shall provide bulletin boards at each work site. The bulletin boards shall be placed so that all employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to employees.

### ARTICLE 15 – SENIORITY

#### 15.1 Definition

Seniority shall be defined as the length of an employee's service calculated in accordance with Article 15.2 from the last date on which the employee commenced employment in a position with the Employer. Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from the last date of employment in a position in the bargaining unit.

#### 15.2 Accumulation of Seniority

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification/recognition of the Union. Seniority will operate on a bargaining unit-wide basis.

Seniority shall be accumulated in hours calculated from the date the employee last entered the service of the Employer. An employee shall gain seniority for:

- a) actual hours worked including overtime
- b) vacation (or vacation payout converted to hours)
- c) statutory holidays (or statutory hours converted to hours)
- d) all paid leaves
- e) any authorized unpaid leave up to six (6) months at one time
- f) time off while receiving benefits under the Worker's Compensation Act (to a maximum of one (1) year)
- g) Maternity Leave
- h) Parental Leave
- i) Adoption Leave
- j) time off while receiving benefits under Long Term Disability plan (to a maximum of one (1) year)

- k) Union Leave
- l) Leave granted for education (to a maximum of one (1) year)

In cases of part-time or relief employees on maternity, adoption, parental, workers' compensation, or long-term disability, seniority shall accrue based on the following formula:

Hours of seniority accumulated:

$$\frac{\text{The previous 52 weeks}}{52} = \text{seniority hours per week}$$

### 15.3 Seniority List

The Employer agrees to post a Seniority List in the month of May of each year.

Such list shall state the accrued hours of seniority for each employee up to March 31 of the current 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 simultaneously.

### 15.4 Loss of Seniority

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- a) is discharged for just cause and is not reinstated
- b) resigns
- c) fails to report for three (3) consecutive scheduled shifts
- d) fails to notify the Employer of the employee's intention to return to work within ten (10) calendar days following a recall from lay-off and after being notified by registered mail to do so
- e) is continuously laid off in excess of twelve (12) months
- f) retires from the employ of the Employer
- g) is a relief employee and fails to actually work at least one (1) shift in a four (4) week period, unless on an approved leave of absence, or unless a reasonable explanation is provided

Employees who resign from their full-time or part-time position before being approved to be placed on the relief list shall lose their seniority as per 15.4 b).

## ARTICLE 16 – VACANCIES AND NEW POSITIONS

### 16.1 Permanent Vacancies

Shall be posted in the communication book, on Union bulletin boards and on Dayforce for at least seven (7) calendar days to allow employees to apply, and at the Employer's discretion, advertise the vacancy to the public. It is agreed that, when postings are advertised externally, internal applicants shall be first considered.

Applications must be made in writing to the Executive Director by the specified closing date. When qualifications and ability are equal, as determined by the Employer, then seniority shall be the factor which determines which applicant shall be hired to fill the vacancy.

Upon being appointed to a full-time or part-time position through a posting, employees will be assigned/receive the posted rotation.

16.1.1 Unfilled positions will remain posted on the Union bulletin boards until filled by a qualified applicant or the posting is cancelled.

## 16.2 Information on Job Posting

A job posting shall contain the following information:

- a) job classification
- b) required qualifications
- c) summary of duties
- d) rate of pay
- e) date of posting
- f) location of work
- g) usual hours of work/rotation schedule
- h) status

## ARTICLE 17 – RELIEF ASSIGNMENTS

17.1 Relief assignments shall be offered to full-time, part-time and relief employees who are qualified and capable of performing the required work without orientation on an equitable basis while considering the following:

- a) continuity of care
- b) currency and retention of relief and part-time employees
- c) seniority
- d) the organization's regular staffing patterns
- e) **employee's submitted availability**

Once an employee accepts a relief assignment, they are committed to work the day(s) scheduled except when they have an approved leave for that shift.

## 17.2 Relief Assignments for Prolonged Duration

When the Employer determines that a temporary or relief assignment of ninety (90) calendar days or longer exists, the relief assignment shall **become a temporary assignment and be posted and filled** subject to the posting provisions identified in Article 16.

Additional postings shall not be required for the position of the employee transferred as a result of the original posting.

An employee working a temporary or relief assignment will be eligible to apply for other temporary or relief assignments.

When the relief assignment of a prolonged duration becomes redundant, the employee will return to their permanent position and not return to their previously held temporary position.

If a permanent employee working in a temporary or relief assignment takes a leave, it is at the discretion of the Employer whether they return to the temporary or relief assignment or to their permanent position.

If, as a result of the posted relief assignment, an individual is hired from outside the existing workforce, they may apply to be placed on the casual list at the end of their temporary contract.

Employees filling relief assignments of a prolonged duration shall be eligible to apply for any permanent position that is posted during the term of the relief assignment.

### 17.3 Transfer to a Relief Assignment

Employees in a full-time or part-time position wanting to change status must first request to be placed on the relief list. If approved, they shall resign from their full-time or part-time position and shall maintain their seniority subject to the provisions of Article 15.4 g). Approval of such request will be considered on the basis of the facts of each specific request. This practice relates to the application of Article 30.3 changing status to a full-time or part-time or temporary position requires a posting/staffing process.

Nothing in this Article precludes a full-time or part-time employee from holding a relief position in addition to their full-time or part-time position.

## ARTICLE 18 – PROBATIONARY PERIOD

- 18.1 Newly hired employees shall be on probation for six hundred (600) hours worked, or two (2) years, whichever occurs first. The probation period may be extended for an additional two hundred (200) hours worked at the discretion of the Employer. Where such an extension of probation is required by the Employer, the Employer shall meet with both the employee and the Union to inform the parties of the extension. A rationale for such extension shall be provided to the employee at the meeting along with specific areas where improvements are sought.

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

After completion of the probationary period, seniority shall be effective from the original date of hire.

## ARTICLE 19 – TRIAL PERIOD

- 19.1 Where appointment is made from an applicant who is already employed by the

Employer, the successful applicant shall be allowed a trial period of three (3) months from the effective date of appointment. Job postings will reflect the trial period. 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 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.

## **ARTICLE 20 – LAYOFF**

### **20.1 Notice of Layoff of Employee(s)**

Notice of layoff of employee(s) shall be as provided in *The Saskatchewan Employment Act, Part II - Employment Standards*.

### **20.2 Role of Seniority in Layoff**

When reducing the full-time or part-time staff, senior employees shall be retained, provided they are able and qualified to do the work.

### **20.3 Temporary Layoff and Benefits**

**During a temporary layoff, employees shall maintain, but not accrue, all previously earned Vacation Leave and Sick Leave credits, and shall also maintain seniority.**

## **ARTICLE 21 – RECALL**

### **21.1 Recall of Employees**

Employees laid off in accordance with Article 20.1 shall be returned to work in positions for which they have the qualifications and ability, as determined by the Employer, to handle the work to be performed.

### **21.2 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 by registered letter within ten (10) days of the mailing of such letter, stating their acceptance or refusal of the employment offered and their intention of reporting for work. In the event that the Employer does not receive such registered letter from the employee within the stated ten (10) 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 22 – HOURS OF WORK**

### **22.1 Hours of Work**

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.

### **22.2 Posting of Schedules**

The Employer shall post a Master Rotation on April 1 of each year. The Employer agrees to post monthly schedules of work at least seven (7) days in advance.

Employees required to temporarily change their schedule will be given at least forty-eight (48) hours' notice of change, except in cases of emergency or unforeseen circumstances. When less than forty-eight (48) hours' notice is given, the employees will be offered three (3) hours' work at regular wages for that shift.

In the event of shift cancellation, attempts will be made, cooperatively, to mitigate as many lost hours for employees as possible.

The schedule for a position in the Master Rotation may be changed when the position is posted or upon serving twenty-eight (28) days' notice to the employee. The Union shall be advised of any such change and shall have an opportunity to consult with the Employer prior to any such Master Rotation change.

All positions on the Master Rotation will be filled as per Article 16.1. When relief assignments are required, they will be filled as per Article 17.

### **22.3 Averaging of Hours**

22.3.1 Employees who work more than eighty (80) hours in a two (2) calendar week period or twelve (12) hours per day shall receive overtime wages at the rate of time and one-half (1 1/2x) for each hour or part of an hour in excess of the daily maximum or in excess of an average of eighty (80) hours for the period of two (2) weeks. Such time to have been authorized in advance by the Employer. When the employee is eligible for overtime pay, they shall have the option of receiving wages or taking time in lieu.

22.3.2 In applying Article 22.4.1 in a two-calendar week period where the total of the daily hours exceeding twelve (12) hours per day differs from the hours in excess of eighty (80), the Employer shall make overtime payment in respect of the greater excess only.

22.3.3 For the purpose of Article 22.4, for the time worked by an employee in any week where a public holiday occurs, no account shall be taken of any time worked by the employee on the public holiday in calculating overtime.

22.3.4 There will be a scheduled fifteen (15) minute overlap of shifts.

22.3.5 Any employee, whose hours are changed from the regular schedule to cover an absentee shift that results in a loss of hours, will be paid no less than the amount the employee would have received if the schedule was not changed.

[OT will be calculated in to this. This applies for last minute changes like covering for sick employees but not for scheduled vacation leaves.]

[The Employer will deal with the staff ratios issues indicated through day-to-day operations.]

#### 22.3.6 Staff Meetings and Training Hours

If an employee's hours are changed from the regular schedule to facilitate their attendance at a staff meeting or training session, and it results in a loss of hours, the Employer shall attempt, cooperatively, to mitigate as many lost hours for the employee as possible. Where no reasonable attempt at mitigation is made, the employee shall be paid for any shifts cancelled.

#### 22.4 Overnight Trips

- a) Except as provided in paragraphs b) and c) herein, employees required to be with the residents on overnight trips shall be paid sixteen (16) hours at regular hourly rates each day.
- b) Except as provided in paragraph c) herein, employees shall be paid for all hours worked on the first and last day of the trip at their regular hourly rates.
- c) Employees who are also required to provide direct care during sleep hours shall be paid twenty-four (24) hours at minimum wage, provided however, such employees shall receive remuneration no less than the equivalent of their regular hourly rate multiplied by twenty (20) hours.
- d) Notwithstanding the other provisions of the Collective Agreement, overtime shall only be payable on hours worked in excess of one hundred and sixty (160) averaged over a four (4) week period for employees working overnight assignments. The four (4) week period shall be the pay period on which the overnight assignment occurs and the subsequent pay period.
- e) For the purpose of this Article, a day shall be defined as a twenty-four (24) hour period commencing at 8:00 a.m.

#### 22.5 Overtime

Shall be offered in order of **agency wide** seniority.

If a staff member of a lower seniority is paid overtime for a whole shift and a more senior person has not been asked to work the shift, the more senior person will be paid and accrue seniority for that shift.

## 22.6 Shift Trades

Scheduled employees may **request shift trades with another employee within the Agency where they are trained**, subject to the approval of the Employer. Employees shall inform the Employer if the requested shift change will result in overtime. **Employees will inform the Employer there is a shift trade awaiting approval. Once approved the Employer will inform the employees involved, in writing, of approval or denial of shift trade.**

## 22.7 Job Sharing

The parties hereby agree that job sharing will be implemented under the following terms and conditions:

**Job sharing is intended to allow a permanent employee to work less in their position while maintaining status as a permanent employee. It is not intended for the Incumbent or Job Sharer to change status as a result of a Job Share.**

- a) **Job sharing means two (2) or more employees are sharing the duties and responsibilities of one (1) permanent position.**
- b) **Incumbent employee means the employee who was originally hired to fill the permanent position which is being job shared or requested to be job shared. The incumbent employee maintains all rights to the position.**
- c) **Job sharer means the employee filling, or requested to fill, the other portion of the position with the incumbent employee.**
- d) **The permanent Incumbent employee shall submit a written request to the Employer for its determination. Job sharing arrangements will be documented in writing and signed by all parties involved.**
- e) **Job sharing arrangements will have a start and end date, but will be subject to extension if agreed to by all parties.**
- f) **The Employer may terminate the job share by providing thirty (30) calendar days written notice.**

## **ARTICLE 23 – MOVEMENT BETWEEN FACILITIES**

- 23.1 The Employer retains the right to permanently transfer employees between homes and shifts to meet the needs of the clients and the organization, as determined by the Employer. **Seniority will be considered when permanently transferring employees.** The Union shall be advised of any such transfer and shall have an opportunity to consult with the Employer prior to any such transfer. The parties will make an attempt to resolve issues related to the transfer prior to it taking effect.

Temporary transfers of less than two (2) days do not require consultation with the Union.

## ARTICLE 24 – TRAVEL AND ALLOWANCES

### 24.1 Automobile Allowance

This Article does not apply to travel to and from work.

- a) Mileage allowance will be at the Public Service Commission rate.
- b) As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is required, the Employer will provide transportation appropriate for the occasion. Where no Agency transportation is available, the employee may elect to use their own or access public transportation. Taxi is not considered public transportation.
- c) An employee consenting to use the employee's own vehicle for the Employer's business, when authorized by the Employer, shall be paid a minimum of three dollars (\$3.00) per day when delivering programming needs to participants.  
[The kilometer rate on the days that the reimbursement is being calculated is the rate that will be used.]

*Note: The Employer will provide insurance information to employees so they can make an informed decision whether or not to use their own vehicle.*

### 24.2 Cleaning of Personal Vehicle

The Employer will reimburse employees for the cost of cleaning personal vehicles used for Employer business, where the employee has used their vehicle at least twenty-four (24) days in a fiscal year, to a maximum of **one hundred dollars (\$100.00)** annually. Receipts for cleaning must be provided by the employee.

### 24.3 Indemnity

The Employer agrees to indemnify and save harmless any employee covered by this Agreement for and against any liability incurred during the course of their employment provided the employee was acting within the scope of their employment and the action was not a result of the employee's misconduct or acts of malice.

### 24.4 Personal Property Loss

An employee's personal property loss or damage as a result of action by a resident, client or patient or as a direct result of employment requirements while in the course of their employment shall be replaced or repaired at the expense of the Employer provided that reasonable proof of the cause of such damage is submitted by the employee concerned within reasonable time of such loss.

## ARTICLE 25 – PUBLIC HOLIDAYS

- 25.1 Employees shall be entitled to regular wages for all public holiday as set out in *The Saskatchewan Employment Act, Part II, Employment Standards*. The public holidays

shall be:

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

## 25.2 Pay on Public Holiday

Employees who work on a public holiday are entitled to pay at the rate of time and one-half (1 ½ x), in addition to five percent (5%) of wages exclusive of overtime over the four (4) weeks preceding the public holiday. When a full-time employee does not work the public holiday, public holiday pay will be paid out as the average of the hours worked exclusive of overtime for the four (4) previous same name days, or hours averaging, whichever is greater. All other employees who do not work the public holiday will be paid out five percent (5%) of wages exclusive of overtime over the four (4) weeks preceding the public holiday.

## ARTICLE 26 – VACATIONS

### 26.1 Annual Vacation

Vacation year means the twelve (12) month period commencing on July 1 in each calendar year and concluding June 30 the following year. Each full-time and part-time employee who completes one (1) year of service with the Employer shall be entitled to fifteen (15) days annual vacation and three fifty-seconds (3/52nds) of their total wage for the past year as annual vacation pay, pro-rated for employees who commence employment during the vacation year.

26.2 In the event of termination prior to one (1) year of service, the employee shall be entitled to three fifty-seconds (3/52nds) of total wages earned to the date of termination.

26.3 After ten (10) years of service, full-time and part-time employees shall be entitled to twenty (20) days of annual vacation and four fifty-seconds (4/52nds) of their total wage for the past year as annual vacation pay.

26.4 After fifteen (15) years of service, full-time and part-time employees shall be entitled to twenty-five (25) days of annual vacation and five fifty-seconds (5/52nds) of their total wage for the past year as annual vacation pay.

26.5 **After nineteen (19) years of service, full-time and part-time employees shall be entitled to a one-time one (1) week vacation bonus.**

26.6 Relief employees shall be paid three fifty-seconds (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 four fifty-seconds (4/52nds) vacation pay. **After fifteen (15) years of service they shall be paid five fifty-seconds (5/52nds) vacation pay.**

26.7 Vacation requests must be submitted, in writing, to the Executive Director by: March 31

for the period July 1 to December 31 and September 30 for the period January 1 to June 30. **Accepted or denied** vacation requests must be communicated to employees by April 15 and October 15 annually. Requests submitted after this date may be approved based on operational feasibility on a first-come, first-serve basis and will be **accepted or denied** as soon as possible or within fourteen (14) days.

- 26.8 Earned vacation leave shall be taken at a time approved by the Executive Director, this leave shall not be unreasonably denied.
- 26.9 Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.
- 26.10 Vacation leave must be taken in the vacation year following that in which it is earned.

## ARTICLE 27 – LEAVE OF ABSENCE

### 27.1 Leave of Absence

After twelve (12) consecutive months of employment, an unpaid leave of absence of greater than twenty-eight (28) days may be granted to an employee insofar as the regular operation of the organization will permit and provided the employee furnishes a valid reason for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least thirty (30) calendar days in advance.

Leaves of absence of less than twenty-eight (28) days must be submitted as soon as possible and may be granted based on operational feasibility.

27.1.1 The Employer shall not grant a leave of absence for thirty (30) calendar days or more so that an employee can work for another Employer.

**27.1.2 During an employee's leave for educational purposes the employee may, upon written request, work as a relief employee in the bargaining unit without adversely affecting reinstatement to the position from which the employee is on leave.**

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

### 27.3 Maternity, Parental and Adoption Leave

Employees shall be granted maternity, parental and adoption leaves as stipulated under *The Saskatchewan Employment Act*.

### 27.4 Paid Bereavement Leave

Bereavement leave with pay shall be granted to full-time and part-time employees, such leave to apply in the death of an employee's spouse including common-law or same sex providing cohabitation has been for at least six (6) months, parent, child, brother, sister, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchildren, fiancé(e), aunt, uncle, niece or nephew.

Such leave shall consist of up to three (3) days. Additional time without pay will be granted if burial occurs at a distance in excess of three hundred (300) kilometers.

**Relief employees who are holding a temporary assignment shall be entitled to bereavement leave with pay.**

Further unpaid mourner's leave may be requested for attending funerals, wakes or other funerary observances.

**27.5 Leave of Absence for Court Duty**

Insofar as the regular operation of the organization will permit, an employee who is summoned to serve as a juror or is subpoenaed as a witness, shall be granted an unpaid leave of absence.

**27.6 Union Leave**

Insofar as efficient operations will permit, and upon giving not less than seven (7) calendar days' notice, up to a maximum of six (6) employees within the organization shall be granted leave of absence without pay to attend business meetings, schools, seminars and conventions in connection with Union affairs. Such leave shall be for a maximum of ten (10) calendar days on any one occasion.

Insofar as efficient operations will permit, and upon giving not less than seven (7) calendar days' notice, no more than two (2) employees per home will be eligible for Union leave at one time.

In exceptional circumstances the Employer may grant Union leave with less than seven (7) calendar days' notice, and/or to more than two employees per home.

**27.7 An employee on vacation shall receive approved leave of absence during the vacation as follows:**

- a) is granted bereavement leave; or
- b) is granted sick leave as a result of hospitalization.

Such period of vacation so displaced will either be added to the vacation period at the request of the employee and approved by the Employer, or will be reinstated for use at a later time. The employee must provide appropriate proof of the leave being granted.

**27.8 Leave Approval**

When multiple staff require the same day off and leave is not covered by a previously existing approved leave, and there is not enough staff to cover, seniority will be the deciding factor for who gets the requested time off.

**27.9 Intimate Partner/Inter-Personal Violence Leave**

**Intimate Partner/Inter-Personal Violence Leave shall be provided as per the**

provisions contained within *The Saskatchewan Employment Act*.

#### 27.10 Compassionate Care Leave

The purpose of Compassionate Care Leave is for the employee to access time away from work without pay, up to a maximum of eight (8) weeks, to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks.

Compassionate Care Leave without pay shall be granted in accordance with the requirements of *The Employment Insurance (EI) Compassionate Care Benefit* provisions.

### ARTICLE 28 – SICK LEAVE

#### 28.1 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
- b) because of an accident for which compensation is not payable under *The Workers' Compensation Act*
- c) in the opinion of the Employer, the employee's presence constituted a health hazard for the residents and other employees, and the employee was instructed by the Employer to leave the employee's place of duty

#### 28.2 Accumulation of Sick Leave Credits

All full-time and part-time employees shall earn sick leave credits as follows:

$$\frac{(\# \text{ of hours worked in 4 weeks up to 160 hours}) \times 10 \text{ hours}}{160 \text{ hours}} = \text{sick time in hours}$$

Accumulation of sick leave credits shall be allowed to a maximum of one hundred and twenty (120) hours.

Employees will draw on sick leave credits only to the extent earned.

Relief employees shall not be entitled to paid sick leave.

#### 28.3 Deduction from Sick Leave

A deduction shall be made from accumulated sick leave credits for all normal working hours, exclusive of holidays, that the employee is absent for sick time.

#### 28.4 Notification of Illness

- a) An employee claiming sick leave under the provisions of Article 28 will make every

effort to notify the Employer at least two (2) hours before the employee's **start time** for work. Failure to do so, without a reasonable cause given, may result in non-payment of sick leave for that shift. The employee will phone their immediate Supervisor or on-call person except where an accommodation for another method of communication is agreed to by the parties.

- b) No employee shall be required to work when sick or injured.
- c) It is understood that a medical certificate may be requested by the Employer for any period of absence where abuse of sick leave is suspected. The Employer shall pay the cost of the medical certificate when it has been requested to a maximum of **twenty dollars (\$20.00)**. Employees on a long-term illness shall notify the Employer as soon as possible of their expected date of return to work.

#### 28.5 Illness in the Family

When an employee is providing for the needs of an immediate family member (partner, parent, child, step-child, or grandparent) during illness, the employee shall notify their Residential Program Coordinator and/or the Executive Director, and shall be entitled to use up to four (4) shifts of accumulated sick leave per fiscal year. The Employer reserves the right to request proof of illness from the employee. Under special circumstances, the list may be expanded.

- 28.6 Any employee employed six (6) months or longer, who utilizes less than one-half (1/2) of their accumulated sick leave credits in a fiscal year, will receive hours equal to the average of one shift calculated from the previous fiscal year of paid personal leave in the next fiscal year.

### ARTICLE 29 – BENEFITS

#### 29.1 Benefits

- a) The Employer agrees to make available to eligible full-time, part-time and Relief/Casual employees the following benefits, subject to the terms of the plans:
  - Dental, Group Life, Accidental Death and Dismemberment, Long Term Disability
  - These individual benefits are paid on a fifty-fifty (50/50) basis between the Employer and the employee.
  - Any additional cost for optional family coverage is paid by the employee.

- b) Pension Plan

The Employer agrees to make available a pension plan to eligible employees, subject to the terms of the plan. There shall be four percent (4%) contribution from employees and four percent (4%) matching Employer contribution.

## **ARTICLE 30 – PAYMENT OF WAGES**

### **30.1 Salary Scales**

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

### **30.2 Payment of Wages**

Employees shall be paid earnings on a bi-weekly basis.

### **30.3 After five (5) consecutive years of employment in a job status (full-time or part-time), an employee will remain in their existing wage scale if they move between job status levels provided the move is only one level. An employee will remain in their existing wage scale if they move down one (1) job status level, or drop down one (1) wage scale if they move down two (2) job status levels.**

[For example, full-time to part-time stay in full-time, full-time to Relief move to part-time, part-time to Relief stay in part-time.]

### **30.4 Minimum Report Pay**

Employees reporting for work on a scheduled shift shall be guaranteed the opportunity to work a minimum of three (3) hours at their regular hourly rate of pay.

### **30.5 Night Premium**

A night premium of seventy-five cents (\$0.75) per hour shall be paid between the hours of 10:00 p.m. and 7:00 a.m.

### **30.6 Weekend Premium**

A weekend premium of fifty cents (\$0.50) per hour shall be paid between the hours of 7:00 a.m. and 10:00 p.m. Saturday and Sunday.

## **ARTICLE 31 – GENERAL PROVISIONS**

### **31.1 Plural, Singular, Feminine or Masculine Terms May Apply**

Whenever the singular, plural, masculine or feminine is used in this Agreement, it shall be considered as if the plural, singular, masculine or feminine has been used where the context of the party or parties hereto so require.

### **31.2 No Strike - No Lockout**

During the term hereof there shall be no strikes, slowdowns 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.

### 31.3 Union-Management Committee

The parties agree to establish a Union-Management Committee consisting of two (2) Management representatives and two (2) Union representatives. One (1) of the Union representatives shall be the chairperson of the bargaining unit. One (1) of the Employer representatives shall be the Executive Director. The Employer and Union representatives shall alternate as chairperson in presiding at meetings.

Employees serving on this Committee shall suffer no loss of pay, benefits, etc. for such participation.

The parties agree to adopt a co-operative approach to solving problems.

The Employer shall schedule meetings, in consultation with the Union, **three (3)** times per year. Either party may request additional meetings subject to agreement of the other party.

The CUPE National Representative and SARC Labour Relations Advisor shall be ex-officio members of the Committee.

### 31.4 Policy

The Employer agrees to consult with the Union when developing policies and procedures to deal with med errors. The policy will address prevention as well as protocol in dealing with med errors. Consultation is a discussion between the parties for the purpose of sharing respective positions.

The Employer shall make available and review all policy statements affecting employees who are members of the bargaining unit. Upon request, the Employer will forward a copy to the Secretary of the Local.

If employees are required to sign documents related to policy changes, the Employer agrees to inform employees of implications of the changes to the policies prior to signing. An employee's signature indicates they have been informed of the policy and understand they are required to follow the policy.

## SCHEDULE A – WAGES

### RELIEF

New Hire: Start at \$16.74/hour until successful completion of the probation period or 1 year, whichever comes first.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
17.84	18.45	19.15	19.86	20.48	21.20

### PART-TIME

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
19.14	19.89	20.62	21.32	22.07	22.80

### FULL-TIME

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
20.29	21.10	21.85	22.63	23.38	24.15



All current employees who are on staff as of ratification, shall receive one point nine percent (1.90%) per hour on all hours worked. The one point nine percent (1.90%) will be retroactive back to April 1<sup>st</sup>, 2022.


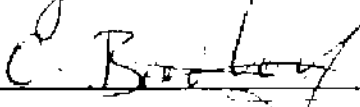
Employees changing status shall maintain their present step on the wage scale.

**SIGNING PAGE**

Signed on behalf of the Employer:  
The Canadian DeafBlind Association

Signed on behalf of the Union:  
CUPE Local 4152

  
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NL:hldd/cope491  
<https://cupe.sharepoint.com/sites/SaskatchewanStaff/Shared Documents/Locals/4152 Canadian DeafBlind/Collective Agreements/2021 - 2026/Collective Agreement L4152 Oct 1, 2021 to Sep 30, 2026.docx>

# Letter of Understanding

Between  
Canadian Deafblind Association  
and  
The Canadian Union of Public Employees, Local 4152

## Re: Wage Re-opener

In accordance with Article 4.2 of the Collective Agreement the parties agree to apply the following wage increases:

Effective April 1, 2025 2.95% increase in wages

All employees on staff as of the date of signing this Letter of Understanding, will be eligible for retroactive salary increases as noted.

### Relief

New Hire: Start at \$18.23/hour until successful completion of the probation period or 1 year whichever comes first.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
19.43	20.09	20.85	21.62	22.30	23.08

### PART-TIME

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
20.84	21.65	22.45	23.22	24.03	24.82

### FULL-TIME

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
22.09	22.98	23.79	24.65	25.46	26.29

Dated this 6<sup>th</sup> day of August, 2025.

Signed on behalf of the employer:

O. Bowley

[Signature]

Signed on behalf of the union:

[Signature]

[Signature]