

COLLECTIVE AGREEMENT

between the

PRINCE ALBERT SAFE SHELTER FOR WOMEN INC.

and the

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4568

CUPE / *Canadian Union
of Public Employees*

April 1, 2022 – March 31, 2024

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THIS AGREEMENT MADE THIS 31 DAY OF July 2023

between

The Prince Albert Safe Shelter for Women Inc.
through the Board of Directors
hereinafter called "the Employer"
OF THE FIRST PART

and

The Canadian Union of Public Employees Local 4568
hereinafter called "the Union"
OF THE SECOND PART

This Collective Agreement is a mutually agreed upon document and it is the mutual desire that the following preamble will govern the interpretation of this Agreement:

PREAMBLE

It is the desire of both parties:

- a) To maintain and improve harmonious relations between the Employer and the members of the Union.
- b) To promote co-operation and understanding between the Employer and the employees.
- c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.
- d) To encourage efficiency and safety in operations.
- e) To provide a high quality of service to clients.
- f) To promote the morale, well-being and security of all employees and a positive working relationship between the Employer and the employees.

Both parties to this Agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 1 – INTERPRETATIONS

- 1.01 Agreement – collective agreement
- 1.02 Assistant Director – the duly appointed Assistant Director of the Prince Albert Safe Shelter for Women Inc.
- 1.03 Bargaining Committee – the duly elected representatives of CUPE Local 4568
- 1.04 Bargaining Unit – the members of CUPE Local 4568
- 1.05 Block Shift – two (2) or more consecutive shifts
- 1.06 Board – the Board of Directors of the Prince Albert Safe Shelter for Women Inc.
- 1.07 Casual Employee – an employee who is called in as required and works on an hourly basis
- 1.08 Collective Agreement – the agreement this Article is part of
- 1.09 Contract – collective agreement
- 1.10 Day – eight (8) hours
- 1.11 Dependent – any person as defined in Article 1.17 residing with an employee and financially dependent upon the employee for their day to day living
- 1.12 Director – the duly appointed Executive Director of the Prince Albert Safe Shelter for Women Inc.
- 1.13 Employee – any in-scope person employed by the Prince Albert Safe Shelter for Women Inc.
- 1.14 Employer – the Prince Albert Safe Shelter for Women Inc. and its Board of Directors
- 1.15 Extended Family – father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, aunt and uncle
- 1.16 Full-Time Employee – an employee who works eighteen hundred and seventy-two (1872) hours per year with a weekly average of thirty-six (36) hours

- 1.17 Full Time Hours of Work – one (1) year = 1872 hours; one (1) week = 36 hours; and one (1) shift = 9-12 hours
- 1.18 Immediate Family – father, mother, sister, brother, spouse, common-law spouse, child, grandchildren and grandparents or someone with whom the employee has an equivalent relationship
- 1.19 Members – members of CUPE Local 4568
- 1.20 Mutual Agreement – agreed to by both the Prince Albert Safe Shelter for Women Inc. and CUPE Local 4568
- 1.21 Parties the Prince Albert Safe Shelter for Women Inc. and CUPE Local 4568
- 1.22 Part-Time Employee – an employee who has regularly scheduled hours and works less than full-time
- 1.23 Permanent Employee – an employee who has successfully completed the required probationary period
- 1.24 Shelter – the Prince Albert Safe Shelter for Women Inc.
- 1.25 Time In Lieu (T.I.L.) – time off instead of overtime pay, or extra time off allowed an employee when a designated holiday falls on **their** regular day off
- 1.26 Union – CUPE Local 4568

ARTICLE 2 – SCOPE

All employees of the Shelter shall constitute the employees within the scope of this Agreement, excluding the following:

- a) Director
- b) Assistant Director
- c) Those persons in programs on grants of a short term nature (less than twelve months) or on a contract basis

If anyone hired under c) above is still employed beyond twelve (12) months, they will apply for membership in the Union and maintain such membership thereafter.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to manage its operation and direct the work force subject to the terms of this Collective Agreement.

ARTICLE 4 – UNION SECURITY

4.01 Recognition

The Employer recognizes the Canadian Union of Public Employees Local 4568 as the sole and exclusive Collective Bargaining Agent for all its in-scope employees. The Shelter agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

4.02 Representatives

No employees or group of employees shall undertake to represent the Union at meetings with the Employer's representatives without the proper authorization of the Union. The Union will supply the Employer's representatives with the names of the Union's Officers. The Employer shall supply the Union with a list of its officers.

4.03 Work of the Bargaining Unit

Except in cases of emergency or as mutually agreed, persons whose jobs are not in the Bargaining Unit shall not work on jobs which are included in the Bargaining Unit.

The parties further agree that practicum students, volunteers and fine option workers shall only work under the guidance and direction of the employee assigned to that position. Under no circumstances shall they be used to replace an employee.

4.04 No Contracting Out

The Employer agrees that all regular work or services performed by the Employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employee, except where mutually agreed by the parties.

4.05 Non-Discrimination

Subject to bona fide occupational requirements, the Employer agrees that there shall be no discrimination, interference, restriction, favouritism or coercion exercised or

practised with respect to any employee in the matter of hiring, wage rates, training up-grading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender, or marital status, family relationship, place of residence, nor by reason of **their** membership or activity in the Union or for any other reason as stipulated in *The Human Rights Code*.

4.06 Refusal to Cross Picket Lines

The Employer agrees that no worker shall be required to cross a picket line. Failure to cross a picket line encountered in carrying out Employer business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

4.07 Union Membership

All present employees within the scope of this contract now being members of the Union, maintenance of such membership shall be a condition of employment and every new employee within the scope of this Union whose employment commences hereafter shall, as a condition of continued employment, apply for membership in the Union within thirty (30) days after commencement of such employment and maintain such membership thereafter.

4.08 Check Off

Upon request in writing from any member of the Union, the monthly Union dues shall be deducted from each employee's pay cheque and all monies deducted shall be remitted to CUPE National by the fifteenth (15th) day of the month following the month in which the deduction was made. The Dues Deduction Authorization Form shall be supplied by the Union and shall apply to monthly dues only.

Monthly statements showing the names of all employees along with any additions or deletions of employees shall also be forwarded to the Secretary-Treasurer of the Union.

4.09 Income Tax (T4) Slips

The Employer shall include the amount of Union dues paid by each Union member on their T4 slip.

4.10 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment including those set out in the Article dealing with Union Security and Dues Check Off. A Steward of the Union shall be given a reasonable period of time, not to exceed one (1) hour to acquaint new

members with the benefits and duties of Union membership and to get Dues Deduction Authorization Cards signed.

4.11 Temporary Out-of-Scope Appointments

An employee temporarily filling an out-of-scope position shall continue to have Union dues deducted from **their** pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope temporary position without **their** consent.

4.12 Bulletin Boards

The Employer shall make available to the Union a bulletin board so that employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees.

4.13 Union Meetings

The Employer agrees that the employees have the right to meet and discuss Union business. It is mutually agreed that one (1) full-time employee will be replaced for a maximum of three (3) hours per month.

ARTICLE 5 – LABOUR/MANAGEMENT RELATIONS

5.01 Function of the Bargaining Committee

All matters pertaining to the interpretation or application of this Collective Bargaining Agreement and other working conditions shall be referred to the Bargaining Committee for discussion and resolution.

Members of the Bargaining Committee shall be entitled to attend negotiation meetings during working hours without loss of pay or benefits.

5.02 Committee to be Heard

Any properly constituted committee of the Union shall be accorded a hearing by the Executive Director upon request as soon as possible.

5.03 Contact at Work

Representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement or its administration without loss of pay to the employee or representatives of the Union. Matters related to this clause will be dealt

with in a reasonable period of time.

5.04 Stewards

The Employer shall not be required to meet with a Shop Steward unless duly notified in writing of the Shop Steward's appointment by the Union.

5.05 Meeting the Employer

When the Employer wishes to discuss unsatisfactory work habits with an employee where disciplinary action may result, the employee shall have the right to be accompanied by a Steward or other Union representative and the Employer will give the employee adequate notice if it is to be a disciplinary meeting.

5.06 Without Loss of Pay

The Steward shall investigate and process grievances or confer with representatives of the Union during working hours, without loss of pay, provided that minimum office routines are maintained.

5.07 Resolutions of the Board

All resolutions of the Board or decisions of the Executive Director affecting the Union shall be forwarded to the Bargaining Committee Chairperson, it being understood that any matter not specifically set forth herein remain within the reserved rights of the Board of Directors.

5.08 Right of Fair Representation

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

ARTICLE 6 – HARASSMENT

6.01 Policy Statement on Harassment

The Employer and the Union do not condone or tolerate harassment in the workplace. The Employer agrees to take prompt and fair measures to deal with allegations of harassment of any of its employees or by any of its employees. The Employer makes this promise based on the expectation that all employees of the Shelter conduct themselves in a manner that is respectful of the rights and feelings of others.

6.02 Definition of Harassment

Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

- a) that either:
 - 1. is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, Union or political activity; or
 - 2. adversely affects the worker's psychological or physical well-being and that the person knows or ought to **reasonably** know would cause a worker to be humiliated or intimidated; and
 - 3. that constitutes a personal threat to the health or safety of the worker;
 - 4. is repeated, intentional, inappropriate conduct, comments, displays, actions or gestures; or
 - 5. a **single**, serious occurrence of conduct, or a single serious comment, display, action or gesture that has a lasting, harmful effect on the worker.
- b) Harassment includes abuse of authority, which endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of a worker. Harassment does not include any reasonable action that is taken by the Employer relating to the management and direction of the employees or the work place.

6.03 Examples of Harassment

Examples of harassment are:

- a) Verbal abuse or threats.
- b) Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion or sexuality.
- c) Displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter.
- d) Practical jokes which cause awkwardness or embarrassment.
- e) Unwelcome invitations or requests, whether indirect, explicit or intimidating.

- f) Leering or other gestures.
- g) Unnecessary physical contact such as touching, patting, pricking or punching.
- h) Physical assault.

6.04 Rights of Victims

Complaints or grievances with respect to harassment shall be handled so as to protect the confidentiality of the parties. If it is determined that harassment has occurred, the victim shall be protected from any repercussions which might result from **their** complaint and where necessary, every effort will be made to discipline and/or relocate the harasser, not the victim.

6.05 Procedure to Follow if You are Harassed

- a) Make your unease or disapproval known to the harasser immediately. If you feel unable to confront the harasser, you should notify the Executive Director, your Shop Steward or a co-worker as soon as possible.
- b) If the harassment persists, bring the complaint to the Executive Director, your Shop Steward, another Union representative or any member of Local 4568 that you feel comfortable with.
- c) If the Executive Director is the harasser, follow the grievance procedure as outlined in this Collective Agreement.
- d) It is extremely important that, if you feel you are being harassed in any way, you document the incidents; i.e. date, time, description of harassment, names of witness(es), location and your interpretation of the incident(s).

ARTICLE 7 – HEALTH AND SAFETY

The parties agree that employees have the right to physiologically and psychologically safe working conditions. The Employer shall take all reasonable action to prevent and/or correct any situation **that** may compromise an employee's physiological and psychological health and safety. Failure to take all reasonable action to prevent and/or correct any situation shall be a matter for referral to the Grievance Procedure pursuant to the Collective Agreement.

7.01 Occupational Health and Safety Committee

- a) The Employer will recognize a Joint Health and Safety Committee consisting of equal representation. The Committee must be set up so that both parties are

independent and able to freely express their views. At no time will the Employer representatives outnumber the employee representatives.

- b) The meeting will be co-chaired. A senior member of the Employer with decision making authority will be a permanent member of the Committee. The Employer will provide policy statements pertaining to Occupational Health and Safety, access to health and safety information and on-the job health and safety training.
- c) Committee recommendations on all areas of health and safety shall be acted upon by the Employer.
- d) Employees shall be paid at the applicable rate of pay for all time spent at meetings and meetings will be held during regular working hours, allowing sufficient time to complete the business of the meeting. If there is insufficient time to complete the meeting, it shall be continued on the following working day.
- e) Minutes of all meetings will be kept and copies distributed to all Union/Employer bulletin boards within five (5) days after the meeting. Both co-chairpersons will sign the minutes unless there is a dispute over the contents of the minutes in which case the dissenting co-chairperson will indicate in writing the **source(s)** of the disagreement.
- f) The duties of the Committee shall include but not be limited to the following:
 - i) Hold meetings quarterly or more often if requested by either co-chairperson.
 - ii) Receive and settle employee's complaints.
 - iii) Maintain records of the complaints presented.
 - iv) Examine the reports concerning the conditions within the workplace and the reports on the Safety Officer's directives.
 - v) Co-operate with professional health services.
 - vi) Establish and support educational programs dealing with health and safety.
 - vii) Participate in investigations and workplace inspections relating to health and safety.
 - viii) Develop and maintain related programs and protective measures.
 - ix) Ensure that related programs are followed.
 - x) Ensure that accurate records of work accidents are maintained, etc.
 - xi) Co-operate with government safety officers.
 - xii) Study information on the actual or possible risk associated with equipment or work methods.
 - xiii) Study all the Employer reports concerning the health and safety of

employees within the Bargaining Unit.

7.02 Employee Training in Health and Safety

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

- a) Training will be provided during normal working hours at regular rates of pay.
- b) Training to include general orientation at the workplace and specific training of the work area.
- c) Training shall cover all new employees and call-back employees.
- d) Training shall include First Aid / CPR training where deemed appropriate.
- e) The membership shall be instructed in all new equipment, substances, procedures and structures.

7.03 Protection from Hazardous or Dangerous Work

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

7.04 Right to Refuse to Work if a Job is Unsafe or Unhealthy

A worker may refuse to perform work where **they have** reasonable grounds to believe and does believe that the particular work is dangerous to **their** health and safety or the health and safety of another worker or any other person. Where a worker refuses to do such work, no other worker may be asked or permitted to perform that job until the matter has been investigated by the Health and Safety Committee and satisfactorily settled. The Employer shall not take or threaten any discriminatory action against an employee for refusing to do such work.

7.05 No Discipline

The Employer will not discharge or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this Agreement.

7.06 Working Alone

Where funding permits, the Employer shall make every effort to ensure no employee is required to work alone. Should the Employer require an employee to work alone, the Employer shall provide the following:

- a) Adequate visibility and lighting at each outside entrance to enable the worker to see who is at the door without opening the door.
- b) An adequate intercom system at the entrance door to enable employees to communicate with parties approaching the door.
- c) An effective means of checking on the well being of the employee at intervals that are appropriate in the circumstances.
- d) A portable communication device provided by the Employer for the employees to carry on their person when working alone. Employees are required to carry this device at all times when working alone.

7.07 First Aid

Adequate first aid supplies shall be provided in all work areas. The Employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and from there to **the employee's home or place of work**, depending on the decision of **physician or hospital** where such services are immediately required for an employee as a result of:

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

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

The Employer agrees to notify **the appropriate Officer** of the Union of incidents of this nature. The first aid stations, supplies and emergency telephone numbers shall be located in a convenient **proximity to the working areas** (as determined by the Joint Health and Safety Committee) and available during all working hours.

A book for the **purpose of documenting all accidents and/or illnesses** shall be available at all first aid stations. Documentation will be made **by all witnesses**.

7.08 Smoke Free Work Area

The Employer agrees that there shall be a designated smoking area outside. Smoking is prohibited when children are present, and at least three (3) meters (10 feet) within any doorway, window, air intake and in front of the Shelter.

ARTICLE 8 – JOB CLASSIFICATION AND RE-CLASSIFICATION

8.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. Changes to these job descriptions may be made by mutual agreement between the Employer and the Union.

8.02 Changes in Classification

When the duties of any classification are substantially altered or changed, or where the Union or the employee feels **they are** incorrectly classified or when a new classification is being created during the term of this Agreement, the rate of pay, hours of work and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular Grievance and Arbitration Procedure contained in this Collective Agreement.

8.03 Downward Classification

No employee shall have **their** wages reduced as a result of a downward classification.

ARTICLE 9 – SENIORITY

9.01 Definition

Seniority shall be on a Bargaining-Unit basis. Seniority for all staff shall accumulate from the time the employee last entered the service of the Employer.

A seniority list shall be kept by the Executive and/or Assistant Director and shall be furnished to the Union upon request.

Seniority for employees shall be pro-rated on the basis of eighteen hundred and seventy-two (1872) hours of employment which equals one (1) year of seniority. Sick leave, vacation, maternity and paternity leave and other paid leaves of absence plus actual hours worked shall constitute hours of seniority.

In a leave of absence as per Article 23.01 of this Agreement, an employee will retain and accumulate seniority for up to sixty (60) days. After sixty (60) days, an employee will retain seniority but will only accumulate seniority for any hours worked during the leave of absence.

9.02 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not re-instated.
- b) Resignation in writing.
- c) If laid off for a period longer than two (2) full calendar years from layoff.

ARTICLE 10 – WORKING FOR OTHERS

All employees who wish to apply for other employment while working for the Shelter must complete an Approval for Outside Employment form and submit it to the Executive and/or Assistant Director for approval in advance of accepting outside employment.

In the event that an employee's employment with another employer impacts negatively on **their** work with the Employer, or poses a real or potential conflict with the Shelter, the Employer shall have the right to require **the employee** to choose between employers.

ARTICLE 11 – APPOINTMENTS AND STAFF CHANGES

11.01 Notices

Notices of all vacant or new part-time or full-time positions coming within the scope of this Agreement shall issue from the office of the Executive Director for posting; copies of which shall be supplied immediately to the Union. The notices shall carry a closing date to be effective a minimum of one (1) week from date of posting. Notices of these positions or vacancies shall set forth the job and the rate and range of pay.

11.02 Applications

Employees shall be entitled to apply for vacancies by means of a written application to the Executive Director. No applications from employees received later than the closing date shall be considered. All employees on a leave of absence or vacation shall be notified on the day that the notice is posted. Employees on vacation or leave of absence will advise the Employer how they may be contacted.

11.03 Union Notification

The Employer shall notify the Union of in-scope applicants for a job and of the seniority of these applicants.

11.04 Union Observer in Hiring Process

The Union shall have the right to have an observer present during all aspects of the hiring process when employees currently employed by the Employer apply for in-scope positions. The observer shall be given a list of the interview questions one (1) hour prior to the interview. All applicants shall be asked the same questions.

11.05 Filling Vacancies

Vacancies as outlined in **Article** 11.01 shall be filled on the basis of seniority, training, experience and ability. Both parties recognize the principle of promotion within the services of the Employer. Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications to perform the job.

11.06 Appointment of Temporary Full Time Employees

Employees will not have to apply for temporary full-time positions. Offers will be made in writing with the option to accept or decline. These positions will be filled from the Casual Employees according to seniority in the following manner:

- a) In cases where the full-time employee is receiving Workers' Compensation, Long Term Disability or sick leave, the position will be filled on a temporary basis only after the full-time employee has been absent for sixty (60) days.
- b) In cases of all other leaves of absence of sixty (60) days or more, the position will be filled immediately as a temporary position.
- c) Where permanent funding permits, temporary positions shall become permanent positions after a period of two (2) years of temporary status, except in case of medical leave.

11.07 Employee Notification

Upon hiring, each employee shall be provided with a letter of appointment, with a copy to the Union, including a copy of **the current Collective Agreement** and the terms of employment.

11.08 Probation Periods

- a) Every new employee selected for full-time employment shall serve a probationary period of six (6) months; part-time and casual employees shall serve a probation period of nine hundred and thirty-six (936) hours.

During the period an employee is on probation, the employee shall be entitled to all rights and privileges of this Agreement.

- b) On promotion, an employee shall serve a trial period of three (3) months. During the trial period, the employee shall have the right to revert to **their** former position on request. An employee intending to revert to **their** former position shall give at least fourteen (14) calendar days' written notice.

If the employee does not qualify during the trial period, the Employer shall give the employee, in writing, the reasons for **the employee** failing to qualify. An employee who does not qualify shall revert to **their** former position without loss of seniority.

ARTICLE 12 – LAYOFF AND RECALL

12.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or in the hours of work.

12.02 Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to length of service.

- a) Any layoff of employees shall be solely for reasons of declining income or an emergency situation beyond the control of the Employer.
- b) Work plans shall be amended to reflect reduced staff numbers.
- c) In the event of layoff, the order of layoff will be according to least senior first.
- d) Notice of layoff shall be:

0 - 5 years	=	4 weeks
5 - 10 years	=	6 weeks
10 years & over	=	8 weeks

- e) It is understood by the parties that if the required notice is not given that the

employee shall receive the appropriate pay in lieu of notice.

12.03 Recall List

In the case of layoff, a recall list, based upon seniority, shall be established and copies of current recall lists shall be maintained by the Employer.

12.04 Length of Recall

A worker shall be on the recall list for a period of two (2) full years from day of layoff.

12.05 Recall Procedure

Employees shall be recalled in order of their seniority, provided they are qualified to perform the work.

12.06 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall, provided they are qualified to perform the work.

12.07 Notice of Recall

Notice of recall shall be made by telephone or, if unsuccessful, by Registered Mail to the last address of the employee known by the Employer. A copy shall be sent to the Union.

12.08 Seniority of the Recalled Employees

Seniority shall resume **upon recall**.

12.09 Notice of Current Address

It shall be the responsibility of the employee on the recall list to keep the Employer informed of **their** current address during the two (2) years **their** name is on the recall list.

12.10 No Promotions

As the result of a layoff and the bumping that may occur, no employee can benefit from promotion.

12.11 Bumping into Lower or Equal Classifications

If the laid off employee is bumping into another classification, they will replace the most

junior person in that classification.

12.12 Trial

If the job to which the person is bumping is essentially different from their present job, then a new three (3) month trial period will be required as decided by the Executive Director.

ARTICLE 13 – DIRECTION, DISCIPLINE, SUSPENSION, DISMISSAL

Notwithstanding Article 13.02, the Union and Employer acknowledge that it may be necessary to provide non-disciplinary direction or advice to an employee with respect to work performance or conduct. Direction provided to the employee is intended to allow an early opportunity for self-correction and prevent an issue from becoming a disciplinary matter. The informal direction will not form a part of the employee's personnel file.

13.01 Just Cause

Any employee may be dismissed or suspended for just cause.

13.02 Progressive Discipline

Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory. The Employer and the Union recognize that any disciplinary measure shall be imposed only for valid reasons.

The Employer and Union agree that disciplinary action will follow a progressive fashion:

- Formal verbal warning
- Written warning
- Suspension
- Termination

13.03 Presence of Union Representative

During any disciplinary meeting with the Employer, which may result in suspension, demotion or dismissal, the employee shall have the right to be accompanied by a member of the Union Executive or Shop Steward if they so choose. Should the employee choose not to have Union representation, the employee shall provide written confirmation of that decision to the Employer. The Employer shall give adequate notice to the employee that the meeting is disciplinary.

13.04 Burden of Proof

In cases of suspension, demotion or dismissal, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after eighteen (18) months following a disciplinary action.

13.05 Records of Employees

- a) Personnel records of an employee shall be open to **their** scrutiny or **their** Union representative upon written request.
- b) The employee and/or Union Representative shall be entitled to copy documents in **their** personnel file and mark the date of **their** viewing.

13.06 Adverse Report

An employee shall be notified in writing of any major expression of dissatisfaction concerning the employee's work within thirty (30) days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expressions of dissatisfaction shall not become a part of the employee's record for use against the employee at any time.

This Article shall be applicable to any complaint or accusation with the Employer whether or not it relates directly to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of the employee's record.

13.07 Reprimand

In cases of reprimand, the employee will be informed in writing of the **reason(s)** for the action and a copy will be sent to the Union.

13.08 Suspension

The employee and the Union must be given notice of the suspension and the **reason(s)** for it in writing and in the presence of the Steward, unless the employee states in writing that the Steward not be present. The notice shall specify the days of suspension. Where there is an investigation, suspension shall be with pay. Disciplinary suspensions shall be without pay.

13.09 Review of Employee Performance

With respect to the discipline of an employee involving a letter of reprimand or suspension, the Employer agrees to undertake a review of the performance of the

employee in the area of reprimand or suspension as follows:

- a) At the end of six (6) months for letters of reprimand and suspensions;
- b) At the end of one (1) year for suspensions.

When it has been established, as a result of **this review**, that the employee has taken the necessary measures to improve **their performance** since the incident, the Employer will communicate that to the employee in writing with a copy provided for the employee's personnel file and the Union.

13.10 Reinstatement of Rights

An employee who has been unjustly suspended, demoted or dismissed shall upon reinstatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

ARTICLE 14 – GRIEVANCE PROCEDURE AND ARBITRATION

14.01 Definition

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

14.02 Grievance Procedure

- a) Step One – the aggrieved and/or the Union on behalf of the aggrieved shall first seek to settle the dispute in discussion with the Executive Director or **their designate within thirty (30) calendar days of discovery of cause for a grievance. The Executive Director or their designate shall render a decision verbally within seven (7) calendar days of receipt.**
- b) Step Two – if a satisfactory settlement cannot be affected at Step One, the Union may, within fourteen (14) calendar days, submit the grievance to the Chairperson of the Board and Board members who will render a decision in writing within fourteen (14) calendar days of receipt of the grievance at Step One.
- c) Step Three – failing satisfactory settlement of the grievance at Step Two, the matter may be referred to arbitration by the Union within fourteen (14) calendar days.

14.03 Time Limits

The time limits set out above may be extended by mutual agreement.

14.04 Arbitration Procedure

Establishment and Composition of an Arbitration Board

When either party forwards a grievance to arbitration, notice shall be made in writing to the other party of the Agreement. The name of the person appointed to the Arbitration Board, by the applicant, shall be included.

Within twelve (12) calendar days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make the appointment.

Within twenty one (21) working days of the appointment of the second person, the two (2) appointees shall appoint a third member of the Arbitration Board who shall be the Chairperson. If the two (2) appointees fail to agree within the time limit, either party may request the Minister of Labour to make the third member appointment.

14.05 Procedure of an Arbitration Board

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the other members and notify the parties. The Arbitration Board shall meet as soon as possible after it has been constituted.

The Arbitration Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

Witnesses shall be paid by the party calling them. Arbitration Board witness costs shall be the responsibility of the party who calls their respective witness.

14.06 Decision of an Arbitration Board

The decision of the majority shall be the decision of the Arbitration Board.

Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board.

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

Should the parties disagree as to the meaning of the Arbitration Board's decision, either party may apply to the Chairperson to reconvene the Arbitration Board to clarify the decision, which it shall do within eight (8) days.

14.07 Expenses of an Arbitration Board

Each party shall pay the fees and expenses of the nominee it appoints. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

ARTICLE 15 – HOURS OF WORK

15.01 Hours of Work

- a) Full-time employees shall work an average of thirty-six (36) hours per week.
- b) Staff Meetings – all employees shall be required to attend staff meetings. Full-time employees shall accumulate time at regular rates for attendance at these meetings and shall have the choice to take time in lieu at the appropriate rate instead of pay at a mutually acceptable time. Casual employees who attend staff meetings will be paid at regular rates for actual hours spent in these meetings. Employees who are on vacation, other paid leave of absence, or who are scheduled to work at their other job at the time of the staff meeting, are exempt from attending staff meetings.

Employees who do not conform to Article 15.01 b) will be subject to progressive discipline as per Article 13.02.

Staff meetings shall not exceed six (6) hours per month.

15.02 Schedule of Work

- a) Full-time employees shall work an average of thirty-six (36) hours per week **equally** averaged over sixteen (16) weeks as outlined in Schedule "A" – Shift Schedule.
- b) Casual employees shall work all shifts that are vacated by full-time employees.

15.03 Schedule Changes

Ongoing shifts as per Schedule "A" will be changed and instituted as may be mutually agreed upon from time to time. In circumstances where a shift change is contemplated, the existing shift schedule will remain in effect until a new mutually agreed shift is set

up and functioning.

15.04 Shift Replacement

- a) All rotating twelve (12) hour shifts vacated by the scheduled full-time employee shall be filled by casual employees.
- b) Twelve (12) hour scheduled shifts that are pre-booked shall be filled by rotation of casual employees according to seniority using the Casual Scheduled Rotation list which shall be posted at all times.
- c) Call-in shift replacement shall be filled by rotation of casual employees according to seniority using the Casual Call-In Rotation list which shall be posted at all times.
- d) When the rotating afternoon shifts are vacated by the full-time employee, these shifts may be partially filled by casual employees upon the approval of the Executive and/or Assistant Director.
- e) When the Support Services and Child Support Services shifts are vacated by the full-time employee, filling these shifts shall be at the discretion of the Executive and/or Assistant Director.
- f) If no casual employee is able to fill a single shift, partial shift replacement shall be used.
- g) If a casual is not available for the vacant shift, upon mutual agreement with all those employees affected, the Employer will attempt to rearrange the schedule provided that it does not go beyond the averaged 72 hours per pay period. If this is not possible, overtime shall be offered to a permanent or temporary full-time employee according to seniority using the revolving list.

15.05 Partial Shift

A partial shift is a shift that is lesser in duration than any scheduled shift as per **Schedule "A"**. Partial shift shall be filled by rotation of casual employees according to seniority using the Casual Scheduled Rotation or the Casual Call-In Rotation lists, which shall be posted at all times.

15.06 Averaging of Hours

Except in the cases of no full-time employee being available, a casual employee shall not be assigned to work more than seventy-two (72) hours in a two-week period.

15.07 Availability for Shifts

Should a casual employee not accept a single shift or two (2) partial shifts in a sixty (60) calendar day period from the date of the last shift worked, the casual employee shall be terminated.

15.08 Number of Employees

There shall be a minimum of six (6) full-time employees. In addition, there shall be no fewer than six (6) and up to a maximum of nine (9) casual employees.

15.09 Shift Vacancies

Shift vacancies for the months of June, July and August shall be booked annually in advance on three (3) consecutive nights commencing on the regular booking time in May following the casual rotation.

Shift vacancies for the months of November and December shall be booked annually in advance on two (2) consecutive nights commencing on the regular booking time in October following the casual rotation.

ARTICLE 16 – OVERTIME

All time worked in excess of the regular work day or regular work week shall be considered overtime, except with respect to staff meetings. All overtime must receive prior approval from the Executive and/or Assistant Director.

- a) Hours of overtime may be accumulated by full-time employees. They shall have the choice to take time in lieu at the appropriate rate, at a mutually acceptable time instead of pay, but in any event before the end of the fiscal year in which it was earned.
- b) No employee shall be required to work overtime against their wishes when the work can be done by other employees.
- c) An employee who is called back to work outside their regular working hours shall be paid a minimum of two (2) hours at overtime rate.
- d) Compensation for overtime shall be at the rate of time and one half (1 1/2 X). Such payment shall be made on each pay period unless the option of accumulation, Article 16 a) is exercised.

ARTICLE 17 – JOB SHARING

17.01 Definition of Job Sharing Position

A position deemed to be a job sharing position is one in which two (2) employees fill the requirements of the position – each working one-half of the normal hours as outlined in Article 15.01 a) of the Agreement. A job sharing position differentiates from a part-time position in that the job sharing position is normally a full-time position.

17.02 Salary

The salary paid to each individual in a shared position will be one-half of the salary as designated in Schedule "B" of this Agreement.

17.03 Sick Benefits

Sick benefits will be earned at one-half of the **full-time** employee. Full-time sick benefits are governed in Article 21 of this Agreement. Any person in a job sharing position is eligible for one-half of the benefits as outlined in this Section.

17.04 Seniority

A person hired in a job sharing position earns seniority at a rate equal to one-half of a full-time employee. In other words, one year of service in a shared position will be equivalent to six (6) months of seniority.

17.05 Leave of Absence

Conditions concerning leave of absence as per Article 23 of this Agreement shall also apply to a person in a shared position.

17.06 Other Benefits

- Life Insurance
- Dental Plan
- Extended Health
- Accidental Death and Dismemberment
- Long Term Disability

The employee in the job shared position will be eligible to receive these benefits in the same manner as any other employee, subject to carrier rules. See Article 22 and Schedule "C" for details.

17.07 Earned Vacation Time

Persons in the shared job position earn holidays based on one-half of the earned vacation as outlined in Article 20 of this Agreement. Employees will be granted the full vacation time as if they were full-time, but only receive vacation pay at the rate of one-half time.

17.08 Time in Lieu

Time in lieu earned will be earned individually by each person in the shared position. Policies governing time in lieu will apply in the same manner as for any other person.

17.09 Resignation and Termination

Upon the resignation of a person in the job sharing position, it is understood that the person remaining will fill the position to a full-time capacity.

17.10 Other Conditions

It is specifically understood that all the conditions, rights and privileges as outlined in the Collective Agreement, not specifically mentioned above will apply as stated in the Union Agreement.

If two (2) employees want to job share a position, then they will first apply to the Employer for permission. The two (2) employees, the Employer and the Union will discuss the request to job share. No job sharing of any position shall be implemented without mutual agreement between the Employer and the Union.

ARTICLE 18 – TRAVEL AND ALLOWANCE

18.01 Automobile – employees who are required to use their personal automobile for Employer business shall be reimbursed at the current P.S.C. rates.

18.02 Meal Allowance shall be reimbursed at the current P.S.C. rates.

18.03 Accommodation shall be reimbursed at the current P.S.C. rates.

ARTICLE 19 – DESIGNATED HOLIDAYS

19.01 For the purpose of this Agreement, designated holidays shall mean New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any

other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

In the case of scheduled casual employees, they shall be entitled to the aforementioned on a pro-rated basis.

- 19.02 All full-time employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate.

Casual employees shall be paid, in addition to regular rates, an amount of five percent (5%) of total gross salary for that pay period.

- 19.03 An employee who is scheduled or required to work on a designated holiday will be paid at the rate of time and one half (1 1/2) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.
- 19.04 All employees who work on a designated holiday that is also a scheduled day of rest shall be entitled to double time and one half (2 1/2) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.
- 19.05 All employees who are assigned and agree to work beyond their normally scheduled hours on a designated holiday shall be entitled to double time and one half (2 1/2) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

ARTICLE 20 – VACATIONS

20.01 Definition

Vacation means annual vacation with pay.

20.02 Vacation Credits

At date of signing, all current employees, including employees on approved leaves of absence, shall be grandfathered at their current rate of vacation credits based on seniority.

All employees will earn vacation credits on the following basis:

- a) At date of hire, three (3) working weeks per year.
- b) After completion of five (5) years of continuous employment, three and one-half (3.5) working weeks per year.

- c) After completion of ten (10) years of continuous employment, four (4) working weeks per year.
- d) After completion of fifteen (15) years of continuous employment, four and one-half (4.5) working weeks per year.
- e) After completion of twenty (20) years of continuous employment, five (5) working weeks per year.
- f) After completion of twenty-five (25) years of continuous employment, six (6) working weeks per year.

20.03 Vacation Schedules

Application to take vacation leave shall be made to the Executive and/or Assistant Director in writing, one (1) day in advance for a single vacation shift and seven (7) days in advance for a block of vacation shifts. **Eighty percent (80%)** of vacation leave shall be utilized or booked prior to December 31 each year. Allocation of vacation dates shall be made on the basis of seniority and operational requirements.

20.04 Unbroken Vacation

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

20.05 Disputes in Scheduling

Disputes arising over vacation scheduling shall be resolved by the application of the seniority principle.

20.06 Vacation Credits – Part-Time Employees

Part-time employees shall accumulate vacation credits during the year and credits shall be pro-rated based on the number of hours they work. Casual employees vacation credits shall be paid to them each payday.

20.07 Carryover of Vacation

The vacation entitlement contained herein will be taken by all the employees annually, subject however, to the provision that the employee may make application to the Employer for carryover of five (5) days to the following year. Carryover of up to five (5) days shall be approved by the Employer. Carryover in excess of five (5) days may be approved by the Employer.

20.08 Vacation Pay on Termination

An employee leaving the service at any time in the vacation year, before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of such unused vacation.

20.09 Leaves During Vacation

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

- a) granted compassionate leave, or
- b) granted sick leave when the illness is supported by accepted medical documentation on the first day of illness, or
- c) granted other approved leave of absence, or
- d) when a designated holiday falls on a day during an employee's vacation period, the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time mutually agreed upon by both parties.

ARTICLE 21 – SICK LEAVE

21.01 Sick Leave

- a) Sick leave credits shall be earned by full-time employees at a rate of one and one quarter (1 ¼) days per month. Employees shall use earned sick leave credits for illness or injury to themselves or their dependent immediate family as defined in Article 1.17.
- b) Part-time employees shall accumulate sick leave credits on a pro-rated basis.
- c) Casual employees shall not accumulate or earn sick leave credits. Sick leave for casual employees shall consist of the following:
 - 1. Single Shift – should a casual employee become ill during their shift, provided they did not come to work sick and further provided that they have worked a minimum of fifty percent (50%) of the shift, they will be paid wages for the entire shift.
 - 2. Block Shift – should a casual employee become ill while working a block

of shifts, provided they did not come to work sick and **further provided** that they have worked a minimum of fifty percent (50%) of the shift they are currently working, they will be paid wages for the remainder of that shift. The remaining days in the block will be forfeited and filled from the casual rotation list.

3. Partial Shift - sick leave does not apply to partial shifts.

21.02 Accumulation of Sick Leave

Unused sick leave allowance shall be credited to the employee's account on a monthly basis and be accumulative to one hundred and twenty (120) days, based on eligibility for long term disability. When an employee has exhausted sick leave credits, the employee shall cease to accumulate sick leave or annual vacation credits. Credits will commence when the employee returns to work.

21.03 Pay Out on Termination

An employee having more than two (2) years' service shall be credited to a maximum of 1/5 of the employee's unused sick leave on retirement and resignation. Credit for unused sick leave shall not exceed one hundred and eight (108) hours.

21.04 Notification

An employee who becomes incapacitated due to illness or injury shall notify the workplace, at **their** earliest possible opportunity but at least two (2) hours before the time that the employee would normally report for work that **they** will not be able to be present for work.

21.05 Proof of Illness

Every employee claiming sick leave may be required to complete a statutory declaration stating that **they were** ill or injured and unable to work. If requested by the Executive and/or Assistant Director, the employee shall also produce a duly signed medical certificate after an absence of **three (3) days** stating the employee was unable to perform **their** duties due to illness or injury.

21.06 Access to Sick Leave During Maternity Leave

Employees who have medically substantiated need to be absent from work either before, on, or following the date of delivery, have the right to use accumulated sick leave credits.

21.07 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, and when a medical certificate is provided, the Employer shall grant leave of absence, without pay. Employees shall continue to accumulate seniority.

Employees shall have the right to return to their former position within twenty-four (24) months.

If an employee does not return within twenty four (24) months, but is fit to work at some point, the Employer agrees to consider the employee for the first vacancy for which they have both the seniority and qualifications.

21.08 Sick Leave During Leave of Absence

When an employee is given leave of absence, without pay, for any reasons or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., **the employee** shall retain existing accumulated credits at the time of such leave or layoff.

An employee shall continue to accumulate sick leave credits for leave of absence or layoff of less than one (1) month on a pro-rated basis.

21.09 Sick Leave Records

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

21.10 Recognition of Social Illness

The Employer and the Union recognize that mental illness, alcohol, drug and gambling addictions are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as applied for other health problems. Employees whose spouse or dependent children are undertaking a rehabilitative program for alcoholism, drug abuse or gambling may apply for sick time or leave of absence without pay to participate with them in such rehabilitative program.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of the Employer's responsibility to maintain discipline, or the right to take disciplinary measures within the framework of the Collective Bargaining Agreement.

21.11 Disability

Where, by reason of disability, an employee is deemed incapable of maximum service in the work in which the employee is engaged, the employee may be transferred to other employment for which the employee is better suited and the employee's rate of pay adjusted to the rate of such other work. Wherever possible, this course shall be taken in preference to termination of employment.

21.12 Long Term Disability Insurance

Immediately upon employment and as a condition of employment, every eligible employee shall apply for the Long Term Disability Plan. The Employer will deduct from the employee's salary the premium for this plan.

21.13 Workers' Compensation and Long Term Disability Medical Leave

Accumulation of Seniority

a) An employee who is unable to work and is receiving benefits from Workers' Compensation or the Employer's Long Term Disability Plan, shall continue to accumulate seniority.

b) Return to Work

1. Employees receiving WCB or LTD benefits, shall have the right to return to their former position within twenty-four (24) months of applying for WCB or LTD benefits.

If an employee does not return within twenty-four (24) months, but is fit to return to work at some point, the Employer agrees to consider the employee for the first vacancy for which they have both the seniority and qualifications.

2. For periods of time during which benefits are being paid under the provisions of WCB or the LTD Plan, an employee shall not earn sick leave and vacation credits for a period in excess of sixty (60) days.
3. Notice of intention to return to work from a long term medical leave (more than sixty (60) days), WCB leave or LTD leave will be provided at least four (4) weeks prior to the actual date of return to work, provided the employee provides certification of their fitness to return to work.

ARTICLE 22 – BENEFITS

22.01 Workers' Compensation Pay Supplement

Full-Time Employees: When an employee is injured in the performance of **their** duties during working hours, and the accident is compensable under the provisions of *The Workers' Compensation Act*, the Employer shall pay to the employee **their** total gross earnings, inclusive of the Workers' Compensation Board payments, less **the employee's** normal deductions for the period not to exceed one **(1)** year. In no event shall the amount received by the employee be less than the amount remitted to the Employer by the Workers' Compensation Board.

The Workers' Compensation cheque shall be made payable to the Employer for the first year.

Casual Employees: When an employee is injured in the performance of **their** duties during working hours, and the accident is compensable under the provisions of *The Workers' Compensation Act*, the Workers' Compensation Board payment shall be made directly to the employee.

22.02 Pension Plan

The Employer agrees to participate in the Co-operator's Pension Plan and to comply with the terms and conditions of the plan.

- a) It shall be a condition of employment that all eligible employees shall be required to join the Pension Plan on the commencement date of employment.
- b) Each member, commencing on the day the employee becomes a member and during the period of the member's membership in the plan, shall contribute through monthly payroll deductions, premiums as required by the plan.
- c) The Employer shall contribute for each eligible employee enrolled in the plan, an amount equal to the employee's contribution as required by the plan.
- d) Employees who are on a leave of absence will be entitled to continue participating in the Pension Plan by making full contributions of both employee and Employer.

22.03 Witness and Jury Duty

Time spent by an employee required to serve as a juror or subpoenaed witness or to attend jury selection shall be considered as time worked at the appropriate rate of pay. Payment received from the courts will be returned to the Employer.

22.04 Time Off for Voting

Employees shall, with no pay deductions, on federal, provincial and civic election days be allowed time off as required under statutes pertaining thereto. Present statutes require that employees have three (3) consecutive hours before closing of polls for provincial and federal elections.

22.05 Compassionate Care

Employees shall be entitled to take up to eight (8) weeks of compassionate care leave without pay, in accordance with the Federal Employment Compassionate Care legislation, to care for a current or former family member who is gravely ill. The employee is not required to take the weeks consecutively. Current or former family member includes those as defined in Article 1.17.

This leave of absence can be shared by two or more employees when looking after the same family member. Within fifteen (15) days of **their** return to work, the employee may be requested to provide a written medical certificate stating that the family member had a serious medical condition and was at significant risk of dying within twenty-six (26) weeks.

The employee may request an extension to the leave in writing and the extension shall not be unreasonably denied.

Seniority, benefits and vacation shall accumulate during **the** leave. The Employer shall remit their portion of pension contributions during the leave. If the employee chooses to defer pension contributions while on leave, their portion shall be remitted after the employee returns.

Upon return to work, the employee shall be reinstated to **their** former position and assignment.

22.06 Bereavement Leave

- a) Upon the death of an immediate family member as defined in Article 1.17, the employee shall be granted bereavement leave with pay for four (4) regularly scheduled consecutive shifts.
- b) An employee shall be granted bereavement leave with pay to the limit of three (3) days to attend the funeral of an extended family member as defined in Article 1.14. Such leave shall be deducted from the employee's sick leave credits.
- c) Where the employee acts as an active pallbearer, the employee shall be granted bereavement leave with pay, up to four (4) hours for an in town funeral, or one

(1) day if the funeral is out of town. Such leave shall be deducted from the employee's sick leave credits.

In addition, the employee may request vacation or unpaid leave of absence as may be required for this purpose.

22.07 Parental Leave

- a) Protection During Parental Leave – Parental leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in **their** employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to another position, provided **the employee** is capable of performing the work and satisfactory arrangements can be made within the work place.
- b) Length of Parental Leave Parental leave shall cover a period up to twenty-four (24) months. Such leave may be taken before and/or after the birth or adoption of a child.
- c) Seniority Status During Parental Leave Permanent employees shall continue to accumulate seniority while on parental leave and shall retain their full employment status and rights.

Temporary employees shall accumulate seniority while on parental leave for the length of their temporary position and shall retain their full employment status and rights during that time.

Casual employees shall retain but not accumulate seniority while on parental leave.

- d) Procedure Upon Return from Parental Leave – When employees decide to return to work after parental leave, they shall provide the Employer with at least four (4) weeks' notice. On return from parental leave, employees shall be placed in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value at the same rate of pay if such position exists in that department. Otherwise the bumping procedure will take effect in accordance with Article 12.
- e) Adoption Leave – Where an employee seeks leave due to adoption, the foregoing provisions shall apply.
- f) Employees on parental leave will be entitled to participate in the Benefit and

Pension Plans by making full contributions of both employee and Employer.

22.08 Life Insurance

Immediately upon employment and as a condition of employment, every eligible employee shall apply for the Life Insurance Plan as outline in Schedule "C".

22.09 Dental Insurance

Immediately upon employment and as a condition of employment, every eligible employee shall apply for the Dental Plan Insurance as outlined in Schedule "C".

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

22.10 Extended Health Insurance

Immediately upon employment and as a condition of employment, every eligible employee shall apply for the Employer's Extended Health Care Insurance.

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

22.11 Accidental Death and Dismemberment Insurance

Immediately upon employment and as a condition of employment, every eligible employee shall apply for the Employer's Accidental Death and Dismemberment Insurance as outlined in Schedule "C".

22.12 Employees in Temporary Full-Time Positions

Any eligible employee in a temporary full-time position will be entitled to all the benefits in Article 22.02 Pension Plan.

22.13 The Employer and Union agree that the Health Benefit carrier will not change unless both parties mutually agree to the change.

ARTICLE 23 – LEAVES OF ABSENCE

23.01 Leaves of Absence

- a) An employee may be granted a leave of absence without pay provided satisfactory arrangements can be made for the performance of the Employer's

work during the employee's absence. An employee granted leave of absence without pay shall be reinstated in **their** former position. If the employee's position is abolished during the employee's absence, the employee shall be subject to the layoff provisions applicable had the employee been occupying the position at the time of its abolition.

- b) Notice of intention not to return to work from a leave of absence must be provided at least four (4) weeks prior to the actual date of return to work.
- c) Notice of intention to return to work from a leave of absence must be provided at least four (4) weeks prior to the actual date of return to work.

23.02 Union Business Leave

The Employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union. The Employer recognizes that it is also beneficial to encourage that participation and therefore:

- a) The Employer agrees to grant representatives of the Union leave of absence with pay to attend Union conventions, workshops, seminars and conferences. The alternate Union representative may have to respond to the leave when work situations are such that the original elected person cannot leave the work site. The Union will reimburse the Employer for wages and benefits.
- b) The Employer agrees to grant leave of absence without pay for up to one (1) year to workers who have been elected to a full-time office or position in the Union. Further leaves shall be granted upon request by the employee involved. Seniority shall accrue to the employee during the leave of absence along with previously earned benefits.
- c) Leave Without Pay for Union Business

Insofar as efficient operations will permit, a maximum of two (2) designated employees may, upon not less than fourteen (14) days' written notice of request, be granted a leave of absence without pay, and without loss of benefits to attend conventions, conferences or meetings in connection with Union affairs. Such leave shall be granted for a maximum of five (5) working days for any one (1) leave.

The Employer may waive any portion of the notice period.

An employee granted leave under this Article shall earn vacation credits, sick leave credits and Designated Holiday pay.

The Employer agrees to continue to pay normal salary, supplementary earnings and benefits to employees delegated on a short-term basis of one (1) month or less to attend to Union business and that the Employer is to charge the Local of the Union for reimbursement of the cost. Such costs shall only include:

- i) Actual lost wages
- ii) Employer's share of Canada Pension contributions
- iii) Employer's share of Employment Insurance premiums
- iv) Employer's share of Pension contributions or equivalent
- v) Employer's share of Group Insurance premiums
- vi) Employer's share of Disability Income contributions
- vii) Employer's share of Dental Plan
- viii) Workers' Compensation premiums
- ix) Extended Health Plan and Enhanced Dental Plan Premiums

On leaves of absence of more than three (3) months and at the request of the Local of the Union, the Employer agrees to pay normal salary and benefits to an employee and will charge the Local of the Union, in addition to those costs set forth in above an amount for the following benefits:

- i) Annual vacation
- ii) Sick leave
- iii) Designated Holidays

23.03 Personal Leave

Employees shall be granted two (2) personal days with pay per fiscal year. This leave shall not accumulate from year to year and shall be deducted from the employee's sick leave bank.

ARTICLE 24 – PAY ADMINISTRATION

24.01 Salaries

- a) The salary scale covering employees occupying positions in the classification plan shall be set out in Schedule "B" forming part of this Agreement.
- b) Should Government initiatives result in improved funding for wages or benefits, the parties shall meet to negotiate revisions to this Agreement. The Employer shall follow the guidelines pertaining to time of and allocation of funds provided by the Government.

24.02 Calculation of Sick and Vacation Leave

If an employee commences employment between the first (1st) and the fifteenth (15th), it shall be considered a full month for the purposes of vacation and sick leave accumulations. If an employee commences employment between the **sixteenth (16th)** and the last day of the month, it shall be considered one-half (1/2) month for the purposes of vacation and sick leave accumulations.

24.03 Pay Periods

Employees shall be paid bi-weekly by direct deposit to be processed on Thursdays. Salary will be credited to accounts by the following Monday and any adjustments would be carried over to the next pay period.

24.04 Statement of Earnings

Every employee shall receive a statement of earnings through access to Easystub showing the gross amount earned, itemized deductions and net amount payable.

24.05 Vacation Pay

The Employer, upon not less than fourteen (14) days' notice from an employee, shall arrange to issue the pay falling due during the vacation period before the vacation period begins.

24.06 Termination and Vacation Pay

Upon termination of service, employees shall receive pay in lieu of earned vacation time or will be deducted for vacation time taken in excess of earned vacation time.

24.07 Legal Costs

The Employer shall pay all costs arising out of lawsuits or charges in any court against an employee as a result of performing their duties for the Employer as long as policy and procedures have been followed. In such a suit, the Employer retains the right to appoint the legal advisor for such an employee.

24.08 Meals

In recognition that some employees do not have the option to leave the job for a meal break, the Employer agrees to provide meals to the affected employees during working hours.

ARTICLE 25 – TECHNOLOGICAL AND OTHER CHANGES

25.01 Definition

In this Article, "technological change" means any change in:

- a) the introduction of equipment, material or process different in nature, type or quantity from that previous utilized;
- b) work methods, organization, operations or process affecting one or more employees;
- c) the location at which the work, undertaking or business operates;
- d) the work, undertaking or business carried on by the Employer, including any change in function performed and including the removal of any part of the work, undertaking or business.

25.02 Adverse Effects to be Eliminated

In carrying out technological changes, the Employer agrees to eliminate all injustices to or adverse effects on employees or any denial of their contractual or legal rights which might result from such changes.

25.03 Advance Notice

When the Employer is considering the introduction of technological change:

- a) the Employer agrees to notify the Union as far as possible in advance of its intentions and to update the information provided as new developments arise and modifications are made;
- b) the foregoing notwithstanding, the Employer shall provide the Union, at least ninety (90) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

25.04 Date to be Provided

The Notice mentioned in Article 25.03 shall be given in writing and shall contain pertinent date, including:

- a) the nature of the change;

- b) the date on which the Employer proposes to effect the change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effects the change may be expected to have on employees' working conditions and terms of employment.

25.05 Consultation

Technological change shall be introduced only after the Union and the Employer have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

25.06 Arbitration

If the Employer and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration Procedures for the purposes of determining such matters. The technological change shall not be introduced by the Employer until such determination is made.

25.07 Guaranteed Employment

No regular employee shall be dismissed or have **their** regular hours reduced by the Employer because of technological change.

25.08 Change – Income Protection

An employee whose job is changed or who is displaced from **their** job by virtue of technological change will suffer no reduction in normal earnings.

25.09 Transfer Arrangements

An employee who is rendered redundant or displaced from **their** job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which **they have** seniority and which **they are** able to perform. If there is no vacancy, **the employee** shall have the right to displace employees with less seniority, provided **they are** able to perform the job.

25.10 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed one (1) year, during

which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position. The Union and the Employer agree to meet and discuss the implementation of this clause.

25.11 Additional Training

Should the introduction of new methods of operation create a need for the perfection or acquisition of skills requiring a training period longer than one (1) year, the additional training time shall be provided unless the Employer can prove it is economically prohibitive.

25.12 Training Period

The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to training due to technological change shall be considered as time worked.

25.13 No New Employees

No additional employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skills to retain their employment.

25.14 New Classification

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the Bargaining Unit unless the Union and the Employer mutually agree to exclude them.

If the parties are unable to agree on the classification and/or rate of pay for the job in question, the issue shall be resolved in accordance with Article 8.02.

25.15 No Individual Work Measurement

It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office. However, there shall be no individual work measurement.

ARTICLE 26 – TERMS OF THIS AGREEMENT

26.01 Duration

This Agreement shall be binding and shall remain in effect as and from the first (1st) day of April **2022** and shall continue until the **thirty-first (31st)** day of March **2024** and then from year to year except as provided for in Article 26.02 and **Article 26.03**.

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

26.02 Changes

Any changes deemed necessary in this Agreement may be made by mutual agreement, in writing, at any time during the existence of this Agreement.

26.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the expiry date, give notice, in writing, to the other party of the changes proposed.

SCHEDULE "A" – SHIFT SCHEDULE

Updated October 2015

EE #	Week 1							Week 2							Week 3							Week 4						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1		D	D	D				N	N	N						D	D	D	D					N	N	N		
2	N	N	N					D	D	D	D					N	N	N						D	D	D	D	
3					D	D	D	D					N	N	N					D	D	D	D					
4					N	N	N						D	D	D	D				N	N	N						
5	9 a	1 0	1 0	N				9 a	1 0	1 0	N					9 a	1 0	1 0	N				9 a	1 0	1 0	N		
6					9 a	1 0	1 0	N					9 a	1 0	1 0	N				9 a	1 0	1 0	N					
7			9	D	9	6			9	9	9	9			9	9	9	1 2			9	9	9	9				
8		9	9	E	9				9	9	9	E			E	9	9	9			9	E	9	9				

EE #	Week 5							Week 6							Week 7							Week 8						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1					D	D	D	D					N	N	N	N				D	D	D	D					
2					N	N	N						D	D	D	D				N	N	N						
3	N	N	N						D	D	D	D												D	D	D		
4	D	D	D	D					N	N	N									D	D	D	D					
5					9 a	1 0	1 0	N					9 a	1 0	1 0	N				9 a	1 0	1 0	N					
6	9 a	1 0	1 0					9 a	1 0	1 0	N								9 a	1 0	1 0	N			9 a	1 0	1 0	N
7			9	9	9	6			9	9	D	6			9	9	9	1 2			9	9	9	6				
8		9	9	E	9				9	9	9	E			E	9	9	9			9	E	9	9				

EE #	Week 9							Week 10							Week 11							Week 12						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	N	N	N						D	D	D	D								D	D	D	D					
2		D	D	D					N	N	N									D	D	D	D					
3					N	N	N						D	D	D	D				N	N	N						
4					D	D	D	D					N	N	N	N				D	D	D	D					
5	9 a	1 0	1 0	N					9 a	1 0	1 0	N							9 a	1 0	1 0	N			9 a	1 0	1 0	N
6					9 a	1 0	1 0	N					9 a	1 0	1 0	N				9 a	1 0	1 0	N					
7			9	D	9	6			9	9	9	9			9	9	9	1 2			9	9	9	9				
8		9	9	E	9				9	9	9	E			E	9	9	9			9	E	9	9				

EE #	Week 13							Week 14							Week 15							Week 16						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1					N	N	N						D	D	D	D				N	N	N						
2					D	D	D	D					N	N	N	N				D	D	D	D					
3	D	D	D	D					N	N	N								D	D	D	D						
4	N	N	N						D	D	D	D							N	N	N							
5					9 a	1 0	1 0	N					1 0	1 0	1 0	N				1 0	1 0	1 0	N					
6	9 a	1 0	1 0	N					9 a	1 0	1 0	N							1 0	1 0	1 0	N			1 0	1 0	1 0	N
7			9	9	9	6			9	9	D	6			9	9	9	1 2			9	9	9	6				
8		9	9	E	9				9	9	9	E			E	9	9	9			9	E	9	9				

SCHEDULE "A" SHIFT SCHEDULE KEY

	SHIFTS		EMPLOYEE'S
D	6:00 a.m. – 6:00 p.m.	# 1, 2, 3, 4 & 7	Crisis Intervention Worker
N	6:00 p.m. – 6:00 a.m.	# 1, 2, 3, 4, 5 & 6	Crisis Intervention Worker
9a	1:00 p.m. – 10:00 p.m.	# 5 & 6	Crisis Intervention Worker
9	8:00 a.m. – 5:00 p.m.	# 7 & 8	Support & Child Support Services Workers
10	12:00 noon – 10:00 p.m.	# 5 & 6	Crisis Intervention Worker

**** Please note the posted schedule will be employee specific****

SCHEDULE "B" – SALARY SCALE AS OF APRIL 1, 2022

Position	Hourly Duration 144 hours	Hourly	Bi-Weekly	Yearly
Crisis Intervention Full-Time		\$24.78	\$1,784.16	\$46,384.00
Crisis Intervention Casual		\$22.89	--	--
Crisis Intervention Training/Orientation	\$19.61			
Support Services Pre-probation		\$27.03	\$1,946.16	\$50,600.00
Support Services Post-probation		\$28.36	\$2,041.92	\$53,089.00

NOTE: Crisis Intervention Training/Orientation would include all hours worked whether that be a 12 hour shift or partial shifts. Once the 144 hour total has been reached, the salary will increase to the full amount of the position they have trained for which would be either a Crisis Intervention Casual (\$22.89) or a Crisis Intervention Full-Time (\$24.78).

2023 – 0% Increase

SCHEDULE "C" – BENEFITS

Any employee may be exempt from the Dental and Health Plan if coverage already exists through a plan held by the spouse or by Department of Indian Affairs coverage.

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

Benefit Plan	Employee Pays	Employer Pays
Extended Health	50%	50%
Dental	30%	70%
Accidental Death & Dismemberment	50%	50%
Life Insurance	50%	50%
Long Term Disability	100%	0%

ATTACHMENT "A" – APPROVAL FOR OUTSIDE EMPLOYMENT FORM

All employees must obtain approval prior to accepting employment outside of the Shelter

EMPLOYEE NAME: _____

Date: _____

Outside Employment information:

Name: _____

Address: _____

Identify and explain the outside employment:

Approved: _____ **Not Approved:** _____

Reason for Non-Approval:

Executive and/or Assistant Director

Date

June 2019

SIGNING PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT

TO BE EXECUTED ON THIS 31 DAY OF Aug 2023.

On behalf of the Canadian Union
of Public Employees Local 4568

On behalf of the Prince Albert
Safe Shelter for Women

Elaine Mappin

P. Mullen

C. Beets

S. Sullivan

[https://cupe.sharepoint.com/sites/saskatchewanstaff/shared documents/locals/4568 prince albert safe shelter for women/collective agreements/2022-2024/collective agreement I4568 2022-04-01 to 2024-03-31.docx](https://cupe.sharepoint.com/sites/saskatchewanstaff/shared%20documents/locals/4568%20prince%20albert%20safe%20shelter%20for%20women/collective%20agreements/2022-2024/collective%20agreement%20I4568%202022-04-01%20to%202024-03-31.docx)
dle:cope491

Letter of Understanding

between

The Prince Albert Safe Shelter for Women

and

The Canadian Union of Public Employees Local 4568

RE: SHELTER HANDYMAN

The parties agree that it is important for employees to work in a safe and healthy work environment. To ensure that this is accomplished, ongoing improvements, repairs, yard and building maintenance are crucial. Therefore, the parties agree that a handyman may be called upon to complete this work if needed. This position will be out-of-scope unless it becomes a full-time position or funded by the Ministry at which time the parties agree to negotiate the job description and rate of pay.

Dated this 31 day of April, 2023, at Prince Albert, Saskatchewan.

On behalf of the Canadian Union
Employees Local 4568

On behalf of the Prince Albert of Public
Safe Shelter for Women

Clara Mappin
P. Pellin

Stokes
Stullars

Letter of Understanding

between

The Prince Albert Safe Shelter for Women

and

The Canadian Union of Public Employees Local 4568

RE: IRREVOCABLE ELECTION FOR SUPERVISORY EMPLOYEES

WHEREAS The Canadian Union of Public Employees, Local 4568 is the certified bargaining agent of employees employed by the Prince Albert Safe Shelter for Women Inc.

AND WHEREAS *The Saskatchewan Employment Act* allows an Employer and a Union to make an irrevocable election to include supervisory employees in same bargaining unit as other employees;

NOW THEREFORE the parties hereby agree:

That pursuant to s.6-11(4)(a) of *The Saskatchewan Employment Act*, they shall allow supervisory positions to be in the Bargaining Unit.

That this Agreement shall constitute an irrevocable election for the purposes of s.6-11(4)(a) of *The Saskatchewan Employment Act*.

For clarity, this Agreement is binding upon, and inures to the benefit of, any successor Employer or Union.

Dated this 31 day of April 2023, at Prince Albert, Saskatchewan.

On behalf of the Canadian Union
Employees Local 4568

On behalf of the Prince Albert of Public
Safe Shelter for Women

Elaine Mappin

J. Kelly

Ernie

Shelley
