

COLLECTIVE AGREEMENT

BETWEEN

CHESHIRE HOMES OF REGINA SOCIETY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3207**

CUPE / *Canadian Union
of Public Employees*

April 1, 2023 to March 31, 2027

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THIS AGREEMENT ENTERED INTO THIS 20 DAY OF November,
A.D. 2024.

BETWEEN: CHESHIRE HOMES OF REGINA SOCIETY
OF THE CITY OF REGINA,
IN THE PROVINCE OF SASKATCHEWAN,

HEREINAFTER CALLED THE "EMPLOYER" OR
"CHESHIRE HOMES"

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3207

HEREINAFTER CALLED THE "UNION"

OF THE SECOND PART

PURPOSE

WHEREAS it is the desire of both parties of this agreement:

- a) To maintain and improve harmonious relations between the Employer and employees;
- b) To encourage efficiency and safety in operations;
- c) To provide a consistent and caring environment of high quality to the residents; and
- d) To recognize the mutual value of joint discussions pertaining to working conditions and to promote the morale, well being and security of all employees included in the bargaining unit represented by the Union.

AND WHEREAS the general purpose of this agreement is to outline in writing those agreements reached by the parties, through collective bargaining.

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this agreement.
- 1.02 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their

individual responsibilities according to the standards, regulations, methods, policies and procedures established by the Employer.

- 1.03** All correspondence between the parties hereto, arising out of this agreement, shall pass to and from the Executive Director(s) and the elected executive of the Union and/or the National Representative.
- 1.04** No employee will be required or permitted to make a written or verbal agreement with the Employer which may conflict with the terms of this agreement.
- 1.05** Either party may request a meeting between the Union executive and the Management Committee of the Board. Such meeting shall normally be just prior to the Board's regular meeting but may be at another mutually agreed time. The Union may request the meeting take place with only elected members of the Board present.
- 1.06** The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in Article 4 – Security and Article 5 – Dues Check Off.

ARTICLE 2 – SCOPE

- 2.01** This agreement shall apply to all employees of Cheshire Homes except the Executive Director, Assistant Home Administrator, Program Coordinators, Maintenance Person and Bookkeeper.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** The management of Cheshire Homes reserves all management rights and functions including the following:

To manage Cheshire Homes and to provide direction of the working force, including the right: to plan, direct and control operations; to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of Cheshire Homes; to hire, lay off, or relieve employees from duty; to suspend, demote, transfer, promote, discipline and discharge employees for just cause.

- 3.02** The enumeration of management rights as set out above shall not exclude other management functions not specifically set forth. Cheshire Homes therefore retains all management rights not otherwise specifically covered in the agreement.

3.03 Cheshire Homes agrees that in exercising its management rights it shall not violate any of the provision of this agreement.

ARTICLE 4 – SECURITY

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

4.02 Within ten (10) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the staff office bulletin boards. The Employer shall provide a full explanation to all internal unsuccessful applicants.

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, casual lists, full-time lists and termination of employees.

4.03 Confidentiality

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

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

The parties acknowledge that due to confidentiality labour relations requirements may only be informed that the issue has been investigated and dealt with but not the specific action taken.

4.04 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not

be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-bargaining unit employee provided bargaining unit employees are willing to accept the work.

4.05 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases of an emergency or as mutually agreed by the parties. The Union acknowledges the Employer right to utilize volunteers and practicum students, provided their duties do not result in loss of bargaining unit work.

ARTICLE 5 – DUES CHECK OFF

- 5.01** Upon receipt of a written request from an employee, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive monthly the same, the union dues, assessments, and initiation fees regularly required of all members, and the Employer shall furnish to the Union a written list of the employees, their address and phone number from whom such deductions have been made.
- 5.02** The Union shall furnish the Employer in writing the amount to be deducted from such employee who has authorized such deductions not less than thirty (30) days before the effective date for such deductions.
- 5.03** The Employer agrees to record all union dues paid in the previous year on the employee's income tax (T-4) slips.

ARTICLE 6 – BARGAINING COMMITTEE

- 6.01** A Union Bargaining Committee of not more than four (4) members of the Union shall be elected or appointed by the Union. The Union shall advise the Employer of the names of the members of the Bargaining Committee.
- 6.02** A representative of the Union of the Bargaining Committee, who is in the employ of the Employer shall have the right to attend meetings held with the Employer within working hours without loss of remuneration.
- 6.03** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, or such other person as it may deem advisable when bargaining with the Employer.

Canadian Union of Public Employees, or such other person as it may deem advisable when bargaining with the Employer.

6.04 The Employer shall make available to the Union, on request, information concerning job descriptions, positions in the bargaining unit, job classifications, wage rates, and audited financial statements with Schedule A.

ARTICLE 7 – DEFINITIONS

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

- a) A permanent full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and full roster hours as stated in Article 18.
- b) A permanent or temporary part-time employee is an employee who is appointed to a specific part-time position and works less than full-time hours as stated in Article 18.
- c) Casual employees are those booked for the specific purpose or on a call-in basis for the relief of full-time or part-time employees to cover vacations, sick days, LOAs and spare shifts.

ARTICLE 8 – NOTICE OF TERMINATION OR LAY OFF

8.01 Notice of termination or lay-off of employees shall be as provided in *The Saskatchewan Employment Act*.

ARTICLE 9 – SENIORITY

- 9.01**
- a) All new employees shall serve a probationary period of nine hundred and eighty-eight (988) hours worked, including hours not worked due to annual and public holidays and sickness, from the date of hire. Employees will be trained in medication distribution during their probationary period.
 - b) Seniority will be calculated from the date of employment on the basis of the number of hours worked and for all leaves as determined by the collective agreement, including hours not worked due to annual and public holidays and sickness.
- 9.02** During the probationary period, employees may be terminated for general unsuitability.

9.03 Seniority and employment shall be broken and all rights forfeited when:

- a) An employee is dismissed by the Employer for just cause.
- b) An employee voluntarily leaves the service of the Employer.
- c) An employee fails to report to work after termination of leave of absence.
- d) An employee fails to report for work on recall after lay-off within ten (10) days of being recalled.
- e) An employee has been continually laid off due to lack of work for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of lay off, whichever is the lesser.

9.04 Employees absent due to sickness, accident or injury, shall continue to accumulate seniority based on their average hours of work in the previous fifty-two (52) weeks for a period of one (1) year. If the employee is unable to return to work at that time, the employee shall maintain their seniority and be able to apply for positions once they are allowed to return to work. Employees on WCB shall continue to accumulate seniority based on their previous average annual hours of work after the one (1) year.

9.05 Employees absent due to lay-off or leave of absence, except for maternity, parental and adoption leave, shall not accumulate seniority.

9.06 The Employer agrees to post a seniority list semi-annually. Such list will include the accrued seniority of each employee up to the last day of the roster preceding posting.

9.07 **Posting of Vacancies**

- a)
 - 1. All permanent full-time or part-time vacancies, temporary vacancies lasting three (3) months or more, or newly created positions, shall be posted for at least seven (7) calendar days to allow employees to apply. The job posting shall include the required qualifications, rates of pay, rotation of shifts and duration of position if temporary.
 - 2. Once the job posting takes place, the conditions will not change except in regards to Article 18.01 (a) and 18.01 (b).
- b) Employees shall be entitled to bid for vacancies by means of written application. Where qualifications and ability as determined by the Employer are met with more than one applicant the senior applicant shall be awarded the position.

- c) Employees selected to fill a permanent vacancy in accordance with this article shall be on trial in the new position for a period of three (3) months from the date of appointment. The employee must complete three (3) months before returning to their previously held position.

At the conclusion of this trial period, the employee may be returned by the Employer or voluntarily choose to return to their former position, without loss of seniority and benefits, if they are not capable of satisfactorily performing the job.

- d) Employees filling term positions shall have the right to revert to their former position only upon completion of the term assignment.

ARTICLE 10 – LAY-OFFS AND RECALLS

10.01 When reducing full-time staff or recalling laid off full-time employees, seniority shall prevail; providing, however, the senior employee has the qualifications and ability, as determined by the Employer to handle the work to be performed.

10.02 The Union recognizes the public service nature of the operations of the Employer and the right of the Employer to determine the complement of full-time employees and to hire casual, and part-time employees for any requirements at the discretion of the Employer.

10.03 In the event of recall of a full-time employee, for normal duties, the Employer shall forward a registered letter to an 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 five (5) days of the mailing of such letter, stating his acceptance or refusal of the employment offered and his intention of reporting for work within the time limits specified in Article 9.03(c). In the event that the Employer does not receive such registered letter from the employee within the stated five (5) day period accepting employment, or the employee fails to report within the required time limits the said employee shall be deemed to be terminated.

10.04 All employees on lay off will be recalled before new employees are hired.

ARTICLE 11 – DISCIPLINE

11.01 The parties agree that they will make a reasonable effort to resolve issues with respect to employee performance through discussion and consultation prior to initiating disciplinary action.

The parties acknowledge the right of employees to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

The Employer shall meet with employees for disciplinary purposes within thirty (30) days after the Employer becomes aware of the alleged action or incident. The Employer will inform the Union in writing if an extension to the thirty (30) days is required. An employee shall be advised twenty-four (24) hours in advance of any disciplinary meetings and will be given the reason for the meeting. The Employer shall notify the employee they have the right to have their steward or an executive of the local present. If this has not taken place, then the meeting or issues involved shall not be used against the employee for any matter.

If the employee refuses union representation, the Employer shall obtain such refusal in writing and provide a copy to the Union.

The steps of corrective/progressive discipline:

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

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

It is understood that normal progression may be altered based on the severity of the offence misconduct.

11.02 All employees shall have access to their personnel files and shall be allowed copies of anything contained therein. Adverse reports shall be communicated to the employee before being placed on such file and their contents may be subject to the grievance procedure. No evidence from the employee's record may be introduced as evidence in any hearing unless the employee was made aware of the material at the time it was entered into the record. Adverse reports shall be removed from an employee's file after thirty-six (36) months of subsequent employment during which there are no further incidents/reprimands. The adverse reports shall be destroyed in the employee's presence.

11.03 Employees will give the Executive Director(s) **four (4)** days' notice of a request for access to their personnel file Monday to Friday.

ARTICLE 12 – SAFETY AND HEALTH

12.01 Occupational Health and Safety

The Employer and the Union shall cooperate with the Occupational Health and Safety Committee as required under *The Saskatchewan Employment Act*, Part III – Occupational Health and Safety shall be carried out.

The parties agree that all managers, supervisors, union representatives and employees are responsible to ensure that all enjoy a safe and healthy work environment. It is the responsibility of all to ensure any alleged or potential unsafe working conditions are reported to the Employer.

12.02 Any employee has the individual right to refuse unsafe duties. An investigation will be initiated as required by the Occupational Health and Safety Division as soon as possible within two (2) days of the time the employee refused.

12.03 Any known information that may put an employee at health and/or safety risk, will be provided to staff to ensure proper procedures are followed when caring for clients.

ARTICLE 13 – NO STRIKE OR LOCK-OUT

13.01 No employee bound by this collective agreement shall strike during the term of this collective agreement and no person, employee or the Union shall declare, authorize or participate in a strike during that term or counsel a strike to be effective during that term.

13.02 The Employer shall not cause a lock-out during the term of this collective agreement.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 A grievance shall be defined as any dispute between Cheshire Homes and the Union regarding the interpretation, meaning, operation or application of this agreement; or where it is alleged a disciplinary sanction is not justified. To provide an orderly process for settling grievances, the Union shall identify its shop stewards. Only those identified on the list and a Union staff representative is authorized by the Union to file grievances.

14.02 All grievances submitted shall be in writing, signed by the grievor and shall specify the article and section of the agreement alleged to have been violated and the redress or adjustment requested. 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.

All correspondence between the Employer and the Union regarding the interpretation, administration, application of this collective agreement, and/or specific grievances shall be forwarded to the local union president.

The Employer recognizes an employee's right to be represented by the Union at any meetings with the Employer during the grievance procedure.

- 14.03** Union representatives have the right to secure permission from the Executive Director to leave assigned duties for a reasonable period and so as not to disrupt the workplace to discuss any grievance with appropriate representatives of the Employer. The union representatives shall not lose any pay or other benefit for the time so spent.
- 14.04** No grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention of, or came to the attention of the employee or employees concerned.
- 14.05** Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such differences informally, and if unsuccessful, through the following procedure:

Step 1

The Union shall submit a written grievance to the Executive Director, with a copy to the Management Committee within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention of the employee or employees concerned. The written grievance shall state the general facts and circumstances giving rise to the grievance, which provisions of the agreement are alleged to have been violated and what restitution is requested. The Executive Director will respond in writing to the grievance within fourteen (14) days thereafter.

Step 2

Failing satisfactory resolution at Step 1, the Union may further the grievance in writing to the chairperson of the Management Committee within fourteen (14) days of receipt of the decision of the Executive Director. The Management Committee may discuss the grievance with the union representative within fourteen (14) calendar days of receipt of the grievance and shall respond to the grievance within twenty-eight (28) days.

14.06 If satisfactory settlement is not reached pursuant to Article 14.05, Step 2, either party may request arbitration providing the request is made in writing within fourteen (14) days of the Management Committee's decision.

The time limits set out in Articles 14.05 and 14.06 may be extended upon mutual agreement of the parties.

14.07 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.

14.08 The **arbitrator** shall not have jurisdiction to alter, add to, subtract from this agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this agreement or to deal with any matter not covered by this agreement.

14.09 The decision of the **arbitrator** shall be final and binding on both parties. Each party shall equally bear the fee and expenses of the **arbitrator**.

14.10 The time limits specified in Articles 14.04, 14.05 and 14.06 above may only be extended by the written agreement of the Employer and the Union. In the absence of such agreement, the following shall apply:

- a) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
- b) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be considered settled in accordance with the Employer's answer at the last step, and the grievance shall be deemed to be abandoned.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Leave of absence without pay for personal reasons will be granted at the sole discretion of the Employer, following the current policies.

- 15.02 Insofar as efficient operations will permit, a maximum of two (2) employees may, upon reasonable notice, be granted a leave of absence without pay to attend conventions or meetings in connection with Union affairs.
- 15.03 An employee on leave of absence without pay shall not be eligible for payment of statutory holidays which fall during the authorized period of leave.
- 15.04 Subject to Article 9.04, seniority does not accumulate for any leave of absence.
- 15.05 All vacation credits shall be used up before a leave of absence is granted.

ARTICLE 16 – STATUTORY HOLIDAYS

16.01 The Employer agrees to comply with the provisions of *The Saskatchewan Employment Act* with regard to statutory holidays. For these purposes the following will be recognized as statutory holidays:

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

16.02 **Statutory Holidays and Scheduled Day(s) Off**

Where a statutory holiday falls on an employee's regular or scheduled day(s) off or during the employee's annual vacation period, such employee shall receive an additional day or day's pay or another day or days off with pay in lieu thereof. The employee affected shall have a choice on what day off they will take within the next two (2) week period, which is mutually agreed to by management. Employees exercising this option will submit their requested day off two (2) weeks in advance of the statutory holiday.

ARTICLE 17 – ANNUAL VACATION

17.01 Employees shall receive annual vacation on the following basis:

- | | |
|----------------------------|--|
| Up to one (1) year: | one and one-quarter (1 ¼) days per month |
| One (1) to five (5) years: | three (3) weeks per year |
| After five (5) years: | four (4) weeks per year |

Employees in permanent positions will receive one (1) additional floating holiday to be taken at a time mutually agreed by the employee and the Employer. The floating holiday must be used in the year it was earned.

Vacation pay for casual employees shall be paid on each cheque at the rate of three fifty-seconds (3/52) of gross pay for employees with under five (5) years of service and four fifty-seconds (4/52) of gross pay for employees with over five (5) years of service. It is understood employees will be granted time off equivalent to their vacation entitlement (i.e. 3/52 = 3 weeks; 4/52 = 4 weeks). Part-time employees shall be pro-rated as per above.

Requests for vacation shall not be unreasonably denied.

The Employer shall post employees' vacation credits on December 1.

The employees shall submit their vacation requests by March 1 of each year for the period April 1 to September 30. The Employer shall respond in writing to the request by March 15. Employees shall submit their vacation requests by September 1 of each year for the period of October 1 to March 31. The Employer shall respond in writing to the request by September 15. Vacation schedules shall be posted and confirmed no later than April 15 and October 15.

In the event of a conflict between employees requesting vacation seniority shall prevail.

After April 15 and October 15, employees are required to request, in writing, vacation at least two (2) weeks before the intended vacation. The Employer shall respond, in writing, to the request within ten (10) days.

Vacation dates shall be approved on a first come first served basis provided they do not interfere with the pre-determined vacations or operational requirements.

Requests for vacation shall not be unreasonably denied however operational requirements shall determine approval of vacation.

If an employee has not requested vacation by December 31, the Employer will schedule vacation for the employee. The employee will receive two (2) weeks' notice of vacation.

- 17.02** a) Ten (10) days of vacation can be carried over to the next year. The ten (10) days must be used within that year. If by December 1, an over-accumulation for an employee has occurred (more than ten (10) days), the Employer, with the agreement of the employee, will schedule the over-accumulation of vacation upon one (1) months' notice. The over-accumulation shall be taken by March 31.

- b) In the event of extenuating circumstances, the accumulation of up to eight (8) weeks shall not be unreasonably withheld when applied for in writing to the Executive Director. The Employer shall respond to the request to accumulate more than ten (10) days within seven (7) calendar days. In the event the request is denied, the Employer will provide reason for the denial.

17.03 If more than one (1) employee wants to take their vacation during the same period, the process to determine which employee has the first preference is as follows:

A decision is reached on the basis of seniority of the employees involved subject to one block of vacation time per employee (example: person chooses three (3) separate weeks, they specify their first choice).

17.04 Where an employee is on a scheduled annual vacation and the Employer calls back the employee, the Employer shall reimburse the employee any monetary loss and the employee shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate provided in Schedule "A". The employee shall have the right to refuse callback.

17.05 Vacation time will not be paid out unless vacation requests are unreasonably denied.

17.06 Full-time and part-time employee's vacation credits will be posted on the staff bulletin board every sixty (60) days.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 a) Subject to the terms of the collective agreement, the Employer retains the right to schedule hours of work of employees as is necessary to provide coverage for the determined hours of operation. If there is a change of shift schedule, choice of shift rotation will be determined by seniority. Shift schedules shall be posted fourteen (14) calendar days in advance in a place accessible to the employees.

b) **Deviation from Shift Schedule**

1. Employees exchanging shifts between themselves, subject to the approval of the Employer, which results in deviation from the shift schedule, shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the change. Trade requests can be submitted Monday – Thursday during office hours

8:30 - 4:30. The Employer shall respond to all requests for exchanges no later than seventy-two (72) hours of receipt of the request. Should the Employer fail to respond to the request by the end of the seventy-two (72) hours, the request shall be deemed granted.

2. Deviation from the shift schedule shall be only by signed mutual agreement between the Employer and the employee affected if less than two (2) weeks notice (posted schedule) is given. As soon as the deviation from the shift schedule is agreed to within the two (2) week period, a revised schedule shall be posted.
3. An employee required by management to stay at work beyond the completion of an eight (8) hour shift shall be paid at overtime rates [two and one-half (2½) times the regular rate rounded to the next higher half hour (ie. fifteen (15) minutes equals one-half (½) hour.)]
4. Employees shall have the ability to pick up a maximum of nineteen (19) shifts, provided they are reliably working their part-time position. If there is evidence they are picking up overtime hours and booking off their regular part-time position hours, they will not be offered overtime work for the next twenty-eight (28) day roster. An employee shall have the ability to pick up a maximum of nineteen (19) shifts and the shifts shall not affect the part-time employee's schedule (you can not change your schedule).

c) **Relief Work Inside the Posted and Confirmed Schedule**

1. Inside the posted and confirmed schedule, the Employer will offer relief work first to casuals subject to availability and qualifications sufficient to perform the work, and secondly to part-time and lastly to full-time employees, while adhering to the principles of seniority in all situations. Employees who are called in shall work the shift of the absent full-time or part-time employee.
2. Part-time employees must declare in writing their desire to pick up additional shifts by completing an availability sheet and submitting it to the program coordinator.
3. Casual employees must declare in writing the specifics of their availability and unavailability or specific restrictions for relief work. Casual employees may amend their availability.

18.02 A full day shall consist of eight (8) hours, as scheduled by the Employer. A full twenty-eight (28) day roster shall consist of one hundred and fifty-two (152) hours.

- 18.03** a) Hours worked in excess of those specified in Article 18.02 shall be overtime hours and paid at two and one-half (2 ½) times the regular rate provided in Schedule A.
- b) Employees attending staff training, in service training or staff meetings in excess of the hours stated in Article 18.02 shall be compensated at one and one-half (1 ½) times the regular rate.
- c) An employee required by management to stay at work beyond the completion of an eight (8) hour shift shall be paid at overtime rates, (two and one-half (2 ½) times the regular rate) rounded to the next higher half hour (i.e. fifteen (15) minutes equals one-half (½) hour).
- d) No employee will be required or permitted to work more than two (2) full-time shifts in a row.
- 18.04** Employees working an eight (8) hour shift will be allowed two (2) rest periods of fifteen minutes as near as possible to midway of each half of the shift and a one-half (½) hour paid meal period.
- 18.05** An employee may choose to take time off, at the appropriate overtime rate in lieu of overtime or statutory holiday pay. **Banked time shall accumulate to a maximum of one hundred and twenty (120) hours.**

The time off shall be arranged at a mutually agreed time **based on operational requirements and is not intended to be combined in conjunction with vacation time off. When arranging banked time, vacation requests shall take priority.** All accumulated time must be taken during the fiscal year it was earned.

Once the employee elects to take time off, the decision shall be irreversible, except, if it is not possible to arrange a mutually agreed time, the employee shall be paid out at the appropriate rate at the end of the fiscal year.

- 18.06** No employee will be allowed to work more than eight (8) hours of overtime in a twenty-four (24) hour period.

ARTICLE 19 – JOB CLASSIFICATION

- 19.01** Cheshire Homes agrees to pay all employees covered by this agreement not less than the Schedule of Wages as set out in Schedule "A" attached and made part of this agreement.

19.02 The Union acknowledges the need for the flexibility of job classifications requiring the employees to perform services outside of their job classification in order to ensure the proper care and safety of the residents.

19.03 a) An employee when required to work with clients with differing needs than their skills and abilities provide for, shall be provided with, and paid for, all aspects of training for this differing need.

b) Employees requesting to up-grade their job-related skills shall be reimbursed for all applicable costs. All requests must be preapproved by the Employer and the Employer retains the right to ensure that the employees successfully completed the approved course. If an employee is denied, the employee shall be provided with the reason. The Employer agrees to continue to fund an educational budget.

ARTICLE 20 – MATERNITY, PATERNITY AND ADOPTION LEAVE

20.01 Employees shall be granted maternity, parental and adoption leave as provided by *The Saskatchewan Employment Act*. For the purposes of the agreement, maternity or adoption leave shall be up to one (1) year in duration.

ARTICLE 21 – BENEFITS AND GROUP RRSP

21.01 Sick Leave

a) Sick leave credits will be calculated on the basis on one and one-quarter (1 ¼) days per nineteen (19) shifts worked for full-time and part-time employees. An employee shall accrue to a maximum of ninety (90) earned sick days in one year and seventy-five (75) days can be carried over from year to year.

b) Sick leave credits accumulated while on temporary full-time service will be carried over to the next occasion of temporary full-time service and may be utilized at that time.

c) A doctor's certificate or Workers' Compensation form will be required if sick for three (3) consecutive days, or at management's discretion.

d) The Employer may require an employee to provide medical documentation confirming that they are fit to fulfil the duties of the job. The Employer shall pay any fee that a physician or other health care provider charges to provide the documentation.

21.02 Bereavement Leave

- a) Full-time or permanent part-time staff shall be allowed four (4) days off with pay and two (2) days off without pay in the event of the death of a member of the employee's immediate family (spouse, common-law spouse, child, or parent).
- b) Full-time or permanent part-time staff shall be allowed three (3) days off with pay and two (2) days off without pay in the event of the death of a member of the employee's extended family (fiancé, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or a current equivalent step relationship). Employees may apply for compassionate leave for other individuals outside of the above.

21.03 Pressing Emergencies

Employees shall be allowed leave with pay for pressing emergencies at management's discretion. Such leave will be deducted from sick leave credits. If the employee has no sick leave credits, the employee may use vacation credits, or leave may be taken without pay.

21.04 Pension Plan

Effective January 1, 1998, the Employer agrees to implement a pension plan for all permanent employees. The Employer shall contribute eight percent (8%) of the employee's regular annual earnings. The terms and benefits of the plan shall be as set out in the plan document but shall provide as a minimum:

- a) All new employees are eligible after three (3) months of employment.
- b) All contributions are fully vested immediately.
- c) The contributions are transferable to another locked-in plan if the employee leaves employment.
- d) Normally retirement is age sixty-five (65), but employees may retire early at age fifty-five (55) or continue contributions if employed until age sixty-nine (69).

21.05 All eligible employees must participate in the benefits as a condition of employment. The Employer will enrol all eligible employees in the Great West Life Group Life Accidental Death or Dismemberment Insurance and Spouse and Dependent Group Life Insurance and Long-Term Disability Plan G684 but no weekly Indemnity Plan.

The benefits of the plan shall be as set out in the plan but shall provide as a minimum:

- One and one-half (1.5) times annual salary Group Life benefits
- Sixty (60%) percent of monthly salary Long-Term Disability benefit

The employees will pay premium costs for the Long-Term Disability benefit. The Employer will pay all other premium costs.

The Union shall be notified of any changes to the benefits packages as the Board becomes aware of such changes.

21.06 Dental and Health Care Benefits

The Employer will pay for employee dental premiums and will cost share 50/50 (employee/employer) health care premiums. Employee will pay the difference for family coverage (within the criteria of the plan).

ARTICLE 22 – NON-DISCRIMINATION

22.01 There shall be no discrimination by the Union or by the Employer with respect to any employee by reason of age, race, creed, colour, or religious affiliation or activity, sex, sexual orientation, marital status, family relationship, national ancestry, political affiliation or activity, disability, physical size, gender, carrying out their duties as a supervisor and/or manager, place of origin, place of residence, participation in the armed forces, and/or by reason of membership or activity in the Union.

22.02 All policies and procedures regarding harassment, violence and abusive behaviour towards workers shall be adhered to by management.

22.03 All complaints will be investigated by a team composed of the Employer and the Union and every effort will be made to ensure strict confidentiality.

22.04 Principle of Fair Treatment

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace. 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/or productivity.

ARTICLE 23 – PREVIOUS AGREEMENTS/POLICIES AND PROCEDURES

23.01 This agreement constitutes the total agreement reached between the parties and supersedes any and all previous agreements either oral or written.

23.02 Union will have two (2) staff on the five (5) member Policies and Procedures Committee, with a view that people would have serious input and the union representatives can call a meeting, especially if the policies and procedures are not being carried out. All changes must be approved by this committee and then forwarded to the Board for final approval.

The provisions of Article 14 - Grievance Procedure of the agreement shall apply in the resolution of any problem of interpretation or application of this article.

ARTICLE 24 – GENERAL

24.01 Salary Scale

The salary scale applicable to employees shall be set out hereinafter in Schedule "A".

24.02 Payment of Wages

- a) All employees who are on direct deposit shall not suffer any penalty related to costs of providing direct deposit for employees.
- b) The Employer ensures that if a discrepancy in time sheet and pay occurs, the Administrator shall investigate and correct when necessary.
- c) On each pay day, each employee shall be provided with an itemized statement of his/her wages, regular hours of work, overtime, other supplementary pay and deductions.

24.03 The Board shall supply, through a Comprehensive Liability Policy, insurance coverage for use in the event that legal action or actions are initiated against an employee by virtue of performance of the employee's assigned duties.

24.04 The Employer shall provide to all employees mutually agreed upon smocks.

24.05 In the event the Employer merges or affiliates with another body, the Employer shall ensure the Union contract will continue and shall be honoured.

24.06 The Employer shall pay a sixty-dollar (\$60.00) fee for laundry and footwear allowance on the prior pay day before Christmas only after an employee has accumulated one thousand nine hundred seventy-six (1976) hours of service.

- 24.07** The Employer agrees to install notice boards for the sole use of the Union, easily accessible to the employees.
- 24.08** Employees working the evening or night shift shall receive a shift differential of twenty-five cents (\$.25) per hour. Shift differential shall not apply to overtime hours worked.
- 24.09** All employees will be paid mileage for the use of their personal vehicle for work related travel. Employees who report to work at one location and are required to travel to another location shall also receive mileage, rates shall be in accordance with those paid by the Government of Saskatchewan.

ARTICLE 25 – COMMITTEES TO BE HEARD

- 25.01** Any concerns regarding the work of the following committees shall be put in writing to the Executive Director(s) to have the appropriate committee deal with the concern, with a copy forwarded to the Board/Management committee:

OH & S/TLC Committee
Negotiations Committee
Labour/Management Committee
Admission/Discharge Committee

ARTICLE 26 – DURATION OF AGREEMENT

- 26.01** This agreement will become effective on April 1, **2023**, and shall continue in effect until March 31, **2027**, and automatically from year to year thereafter unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this agreement.
- 26.02** Notwithstanding the provisions of Article 26.01 above, this agreement shall be opened upon written notice from either party, for the negotiation of wages as contained in Schedule A in the event the funding agency grants an increase in funding for wages to the Employer.

It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect. Any negotiated wage increase shall not exceed the amount of the funding increase received by the agency.

SCHEDULE "A" – RATES OF PAY

Effective April 1, 2023

Classification	Start	Level Two	Level Three
Care Worker	\$18.95	\$20.12	\$22.44
SILP Worker	\$18.95	\$20.12	\$22.44
REC Worker	\$18.95	\$20.12	\$22.44

Staff progress to the next level of pay after completing 1976 hours of work at each level including holidays, actual worked statutory holidays and sick days.

Employees must successfully complete Medication training to advance on the wage scale. This is an essential job requirement.

Retroactivity – Wages

All current employees who are on staff as of the date of ratification (November 20, 2023) shall receive a \$0.46 per hour increase on all hours worked from April 1, 2023.

SCHEDULE "B" – JOB DESCRIPTIONS

Job descriptions are for information purposes only and may be changed as required by the Employer subject to the requirement in case law, to negotiate salary and hours of work if there is a substantial change to the duties.

Any new in-scope permanent positions will be added as they become operational.

PERSONAL CARE WORKER

A Personal Care Worker employed at Cheshire Homes is responsible, through the Executive Director(s), to the Board of Directors of the agency.

The responsibilities of the Personal Care Worker at Cheshire Homes include:

- a) Resident Care
- b) Homemaking and Cooking Duties

A) RESIDENT CARE RESPONSIBILITIES:

1. To provide care to the residents of Cheshire Homes, approaching the residents, family members and fellow staff members in a respectful and professional manner.
2. To assess the physical and emotional needs of the residents and to report any observed changes to the Executive Director(s).
3. To assist residents with their daily living needs when and where required. (This may include bathing, dressing, transferring, feeding, toileting, oral hygiene, basic routine care, medication administration, and any other task necessary to promote the well-being of the residents).

To attend the staff training sessions required to earn accreditation for the administration of medications, and other training sessions as requested by the Executive Director(s) to increase the quality of care at Cheshire Homes.

To follow the guidelines of the T.L.C. program in all work with residents.

4. To assist residents in performing any therapy or exercise program as required.
5. To assist residents in the care of their clothing and personal belongings.

6. To assist residents with other activities of daily living (i.e. booking buses, making appointments, accompanying on outings).
7. To communicate with other staff members, through verbal and written reports as required. To report objectively and professionally on resident activities, plans and well-being.
8. To assist the residents in using their own skills and resources as much as possible in order that they may maintain maximum individual levels of independence.

B) HOMEMAKING AND COOKING DUTIES:

1. To maintain the cleanliness and appearance of resident rooms and common areas. (bed making, dusting, vacuuming, etc.) as outlined in the shift duty books.
2. To wash, mend and iron residents' clothes as required.
3. To clean wheelchairs and report any required maintenance.
4. To assist in the maintenance of fire and safety regulations.
5. To perform any other general homemaking duty as designated by the Executive Director(s) to most effectively ensure the appearance and maintenance of the homes and their furnishings.
6. To prepare and serve meals when assigned that duty, using the menu which has been developed as a guideline to ensure the proper nutritional components of each meal.
7. To attend those training sessions as required by the Executive Director(s) to maintain or improve homemaking and cooking standards in the homes.

SUPPORTTIVE INDEPENDENT LIVING PROGRAM WORKER (SILP)

DESCRIPTION:

The support worker is a resource to Supportive Independent Living Program participants in the development of their abilities to live independently in the community.

RESPONSIBILITIES:

1. Establish and maintain positive working relationship with individuals.
2. Establish and maintain positive working relationship with other significant supports in the individual's life, i.e. families, other agencies, etc.
3. Develop skill teaching and support plans with individuals assigned based on the person's needs and interests.
4. Provide skill teaching support required by individual.

Skill teaching support may include but not limited to:

- Assistance in obtaining accommodation
 - Development of financial management skill – including budgeting, banking, financial planning
 - Nutrition, shopping, cooking
 - Home management including cleanliness and safety
 - Daily living skills
 - Use of leisure and leisure resources
 - Utilization of community supports and resources.
5. Provide support counselling required by the individual support counselling may include but is not limited to:
 - Adjustment to developing independence in lifestyle
 - Socialization skills
 - Development of problem solving; self management and personal planning skills
 6. Provide regular monitoring and follow-up of skill teaching and support.
 7. Attend participant related meetings, liaise with Community Living Division worker as required.
 8. Work co-operatively with other members of Cheshire Homes staff and contribute to positive working environment.

9. Advise Community Living Division workers of significant case management problems and co-operate with Community Living Division workers in program planning and problem resolution.
10. Keep records of all significant participant related contacts; maintain progress notes and prepare progress reports and records as required by the Executive Director(s).
11. Research and become familiar with the educational, social and recreational services available in the community, which might be accessed to enrich quality of life or increase independence. To attend IPP meetings (as directed by Executive Director(s)) to share this information and assist with goal setting.
12. The SILP worker may be requested by the Executive Director(s) to perform additional duties as required to ensure the successful running of the home.

QUALIFICATIONS:

Education and/or significant related experience working with persons with physical disabilities.

Ability to relate to persons with disabilities.

Knowledge and experience regarding the available services for persons with disabilities would be an asset.

A belief in the right of disabled individuals to explore all options towards achieving independence.

Worker must have a valid driver's license and a reliable automobile.

HOURS OF WORK:

Supportive Independent Living Workers work thirty-eight (38) hours per week, flex time. Hours of work are scheduled by workers to accommodate participant needs.

SIGNING PAGE

Signed this 3 day of January 2024.

SIGNED ON BEHALF OF
CUPE LOCAL 3207

Ismael Marquez

SIGNED ON BEHALF OF CHESHIRE
HOMES OF REGINA SOCIETY

Debbie Yukkoshi

