

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE BRANCHES ENTERPRISES INC.



Prairie Branches

... a place to grow
supporting intellectual disabilities

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3583 AND LOCAL 4909

CUPE / *Canadian Union
of Public Employees*

APRIL 1, 2023 TO MARCH 31, 2027

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This Agreement entered into on the _____ day of _____, 2024.

between: PRAIRIE BRANCHES ENTERPRISES INC.
Hereinafter called the "Employer"
of the first part

and: THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3583 AND LOCAL 4909
Hereinafter called the "Union"
of the second part

PREAMBLE

The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and its employees; to provide orderly, prompt and equitable disposition of grievances; for the maintenance of mutually satisfactory hours, wages and working conditions; to provide a safe, consistent and caring environment for developmentally and physically disabled clients; and:

- To maintain and improve amicable relations between the Employer and members of the Union.
- To set forth Articles relating to rates of pay, hours of work, conditions of employment and rights and obligations of the parties.
- To provide a safe, consistent and caring environment as per Agency policies for the participants of Prairie Branches Enterprises Inc.

The Employer and the Union recognize and accept the principles and spirit of good teamwork based on mutual responsibility, respect, confidence, loyalty, integrity and further recognize that successful Employer/employee relations must be mutually advantageous, fair and just, and not more favourable to one than the other.

ARTICLE 1 – SCOPE

1.1 Scope

This Agreement shall cover all employees of Prairie Branches Enterprises Inc., except for the following: Executive Director, Associate Directors of Programming, Human Resources and Facilities, Residential Managers, Program Coordinators, Financial Controller, Supported Employment Coordinator, Job Coaches, Payroll Administrator, Executive Assistants and Supported Independent Living Workers in Biggar.

1.2 Use of Volunteers

The use of volunteers will not be precluded providing they are over and above regular staffing complements and their utilization does not result in the direct layoff of any employee covered by this Collective Agreement, nor will volunteers be used to fill established or newly created positions within the Bargaining Unit.

Volunteers shall not receive any wages or remuneration for the activities they perform. The Employer may offer gratuities and/or gifts of a nominal value.

ARTICLE 2 – DEFINITIONS

For the purpose of this Collective Agreement, the following definitions shall apply:

- 2.1 Ability** – includes the ability to interact effectively with clients.
- 2.2 Business day** – a day (Monday to Friday inclusive, except statutory holidays) during normal Administrative Office hours.
- 2.3 Calendar year** – the year that starts January 1 and ends December 31.
- 2.4 Casual and Relief employees** – those employees who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- 2.5 Casual/Relief Assignment** – an assignment of less than sixty (60) days in duration.
- 2.6 Classification** – defined for the purpose of the Collective Agreement as those classifications listed in Appendix 'A' (Salaries and Wages) – each employee will be assigned to a classification.

- 2.7 Consultation** – a discussion between the parties for the purpose of sharing respective positions. If the discussions do not result in an agreement, either party may refer the issue to a third party adjudicator as per The Saskatchewan Employment Act, Part VI – Labour Relations.
- 2.8 Date of Hire** – for the purpose of tracking seniority and determining increment dates, shall be defined as the date on which a new employee begins work and receives pay, usually the first day of orientation.
- 2.9 Day Program Worker** – an employee whose work hours are normally scheduled at one of the Activity Centers within Prairie Branches Enterprises Inc.
- 2.10 Direct Support Professional** – an employee whose work hours are normally scheduled at the Group Homes of Prairie Branches Enterprises Inc.
- 2.11 Employee** – a person covered by the provisions of this Collective Agreement.
- 2.12 Employer** – Prairie Branches Enterprises Inc.
- 2.13 Executive Director** – the Executive Director of Prairie Branches Enterprises Inc.
- 2.14 Fiscal year** – April 1 of one year to March 31 of the following year.
- 2.15 Full-time employee** – an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 12 – Hours of Work.
- 2.16 Gender identity** – a person's concept of self that may be different than their birth gender and related physical characteristics, societal attitudes and expectations.
- 2.17 Location** – the town of Biggar, Unity, Kerrobert or Wilkie.
- 2.18 Maintenance Worker** – responsible for general upkeep of Prairie Branches facilities in their location.
- 2.19 Part-time employee** – an employee who is regularly scheduled to work less than the full weekly hours as stated in Article 12 – Hours of Work.
- 2.20 Probationary employee** – an employee who has not passed an initial probationary period.
- 2.21 Supported Independent Living Program (SILP)** – a program defined by CLSD where clients live independently and access programming support through CLSD and Prairie Branches Enterprises Inc.

- 2.22 Supported Independent Living Program (SILP) worker** – an employee who normally works with clients in the SILP program.
- 2.23 Temporary Assignment** – an assignment of sixty (60) days or more that has an anticipated end date.
- 2.24 Temporary employee** – an employee who is hired to fill an assignment of sixty (60) days or more that has an anticipated end date.
- 2.25 Union** – the Canadian Union of Public Employees (CUPE).
- 2.26 Volunteers** – unpaid people who supplement the regular staffing complement of the Agency.
- 2.27 Work week** – the period between midnight on a Saturday and midnight on the following Saturday.

ARTICLE 3 – NO DISCRIMINATION

3.1 Human Rights

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion by reason of age, colour, race, creed, national ancestry, political affiliation, disability, physical size, gender, carrying out their duties as a Residential Manager and/or manager, political activity, marital status, sexual orientation, gender identity, place of origin, place of residence, participation in the armed forces, family relationship, and/or religious affiliation except as permitted by *The Saskatchewan Human Rights Code*.

3.2 Union Membership or Activity

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

3.3 Occupational Health and Safety (OH&S)

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

ARTICLE 4 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

4.1 Management Rights

The Union acknowledges that it is the right of the Employer to manage the Organization and to direct the working force except as limited by the terms of this Agreement.

4.2 Employer Policies

The Employer will maintain an up to date policy manual which shall be accessible to all employees in every Group Home and Activity Centre in Prairie Branches Enterprises Inc.

ARTICLE 5 – RECOGNITION AND UNION SECURITY

5.1 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Collective Agreement.

5.2 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the Employer or representatives which may conflict with the terms of this Collective Agreement.

5.3 Union Membership

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

5.4 Dues Check-off

The Employer agrees to deduct any monthly dues or assessments levied from regular earnings of each employee in accordance with the procedures designated by the Union. Funds deducted from an employee's earnings on behalf of the Union shall be remitted to the Union within two (2) weeks following completion of the last payroll period in the

calendar month accompanied by a list of the names, employment status (full-time, part-time, temporary, casual), total earnings and Union dues deducted in the deduction period.

5.5 Dues Receipts

The Employer agrees to record all Union dues paid in the previous year on the employee's Income Tax (T4) slips.

5.6 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 set out in the Articles dealing with Union security.

A representative of the Union shall be given an opportunity to orientate new employees within regular hours and without loss of pay, for a maximum of fifteen (15) minutes. The purpose of this orientation for new employees is to discuss the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union. The Union representative will provide the employee with a copy of the Collective Agreement. Scheduling of such orientations shall be subject to client needs.

5.7 Organizational Chart

The Employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority, accompanied by an up-to-date list of persons in authority, up to and including the Chair of the Board of Directors.

5.8 Union Representatives

The Union shall supply the Employer with an up-to-date list of representatives, officers, stewards and members of the Grievance Committee. Changes shall be communicated to the Employer as soon as possible.

5.9 Union Notification

The Union shall be notified in writing, of all appointments, hires, lay-offs, transfers, recalls, retirements, terminations of employment and of those who have completed their probationary period.

5.10 Confidentiality

Union representatives that have access to confidential information for labour relations/business purposes have the right to discuss the information with other employees if necessary and/or the hired Union Staff Representative.

5.11 Correspondence between the Parties

All correspondence from the Employer or designate pertaining to the interpretation, administration or application of this Collective Agreement shall be forwarded to the Recording Secretary of the Union Local.

All correspondence regarding specific grievances shall be addressed to the elected President of the Local.

5.12 Bulletin Boards

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

5.13 Union Meetings

The Employer recognizes the Union's interest in keeping its members informed and aware of its activities through regular Union meetings. The Employer may approve the use of the Agency facilities to hold Union meetings and educational functions. Union meetings, including general and/or committee meetings, held on the Employer premises shall not interfere with the operations of the Employer.

5.14 Union Office Space

The Employer agrees to provide the Union with space for filing cabinets.

ARTICLE 6 – UNION-MANAGEMENT COMMITTEE

6.1 Union-Management Committee

The parties agree to establish a Union-Management committee consisting of two (2) Management representatives and up to four (4) Union representatives consisting of two (2) Union representatives from CUPE Local 3583 and two (2) Union representatives from CUPE Local 4909.

Two (2) of the Union representatives shall be the President or designate of each Bargaining Unit. With notice, the CUPE National Representative and the Labour Relations Consultant may attend such meeting.

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

One of the Employer representatives shall be the Executive Director or Acting Executive Director.

The Employer and Union representatives shall alternate as chairperson in presiding at meetings.

The committee mandate shall exclude discussing the specific details of a grievance but will include discussing matters of the following nature:

- Methods to improve communications and positive discussion within the workplace,
- How to improve operating efficiency and service to the clients,
- Potential joint training opportunities,
- Solutions to remedy alleged conditions that could lead to grievances or deteriorating relations between the Employer and the Union (but not specific grievances),
- Information sharing regarding but not limited to; funding, strategic planning, etc.,
- Identification of specific issues regarding a provision(s) of the Collective Agreement that the parties need to be aware of, and
- Other matters mutually agreed to by the parties.

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

The parties agree to hold Union-Management meetings at least two (2) times a year but extra meetings may be requested by either party.

Either party may request to cancel or reschedule a meeting with reasonable notice however such meetings will not be cancelled or rescheduled unless there is mutual agreement between the parties.

The Co-chairperson shall draft an agenda and circulate it to the other members of the committee at least three (3) days prior to the date of each meeting.

Only those matters on the agenda shall be discussed, except by unanimous consent of those attending the meeting.

ARTICLE 7 – JOB DESCRIPTIONS AND CLASSIFICATIONS

7.1 Job Descriptions

The Employer agrees to provide job descriptions to the Union for all jobs within the Bargaining Unit.

7.2 Classification Review

The salary/wage rate and scope of newly created classifications shall be negotiated by the parties.

If the scope issue for new positions cannot be agreed to by the parties, the matter shall be referred to the Labour Relations Board. The scope of the position shall remain as posted until the Labour Relations Board makes their decision.

If the salary/wage issue cannot be agreed to by the parties, the matter shall be referred to an arbitrator.

Until such time as the arbitrator rules on the salary/wage issue, the Employer shall utilize the lowest rate presented by the parties.

ARTICLE 8 – POSTING OF VACANCIES

8.1 Posting of Vacancies

All permanent full-time, part-time and all newly created full-time and part-time positions, as well as all temporary positions shall be posted for at least seven (7) calendar days to allow employees to apply. Within fourteen (14) calendar days of the close of competition, the name of the successful applicant shall be posted in all Prairie Branches Facilities. The job posting shall include required qualifications and rates of pay.

Applications for vacant positions must be made in writing according to posting instructions by the specified closing date and time.

Postings shall contain the following information:

- a) **Classification**
- b) **Title**
- c) **Nature of duties/job description**
- d) **Usual hours of work on current schedule**
- e) **Required qualifications**
- f) **Date of posting**
- g) **Closing date**
- h) **Wage/salary**
- i) **Duration of the position**

The Employer shall, on request, furnish the Local of the Union with details of qualifications of any applicant.

The Employer shall, on request, inform an unsuccessful applicant of the reason for their application being rejected. Such reasons shall be given in writing if the Local of the Union so requests.

8.2 Filling of Vacancies

When filling any full-time or part-time vacancies, knowledge, skills and ability shall be the basis for determining those qualified. Of those qualified, seniority shall be the determining factor for appointment.

In evaluating the knowledge, skills and ability of an employee to determine if they are qualified, the Employer shall do so in a manner that is fair, reasonable, non-arbitrary and non-discriminatory.

If an employee is awarded another position within the Agency through the application process, that employee must stay in their current position for a minimum of two (2) weeks or until their current position has been filled.

8.3 Trial Period

Where appointment is made from an applicant who is already employed by the Employer, the successful applicant shall be allowed a trial period of three (3) months from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, they shall be returned to their former position, salary or wage rate without loss of seniority. All other employees affected by the re-arrangement of positions shall also be returned to their former position, salary or wage rate and without loss of seniority.

Where a promotion is granted to an applicant who is already employed by the Employer, the successful applicant shall be on trial for a period of three (3) months from the date of the appointment. The employee shall be confirmed in the new position after the trial period. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, they shall be returned to their former position, salary or wage rate without loss of seniority. The vacancy created during the trial period will be posted as per Article 8.1 and Article 8.2.

Article 11.3 will prevail in the event the employee has not completed their new hire probation.

8.4 Casual and Relief Assignments

Relief assignments of sixty (60) calendar days or greater shall be filled pursuant to Article 8.1 and Article 8.2 where the employee is able to perform the required work without orientation.

- a) An employee will be eligible for any other temporary posting while filling a temporary assignment provided:
 - i) it does not result in overtime
 - ii) there is no schedule conflict
 - iii) it does not require the employee to work six (6) or more days in a row
- b) When the temporary assignment is no longer needed, the employee shall be returned to their former position with a minimum of two (2) weeks' written notice.

- c) If, as a result of the temporary assignment, an individual is hired from outside the existing workforce, they shall revert to casual employee status upon completion or redundancy of the temporary assignment.

8.5 Changing Status

A full-time or part-time employee may request, in writing, to change their status to casual. If approved, the employee shall be placed on the appropriate casual list(s), retain their seniority and continue to be paid at the same step on the pay grid.

8.6 Working at a Higher Paid Classification

An employee temporarily assigned to perform the duties of a higher paid classification shall receive the first step in the new classification, or the next higher pay rate in the new classification that is above their current salary, whichever is greater, for all hours so worked.

8.7 Temporary Out-of-Scope Assignment

An employee who is offered and accepts a temporary out-of-scope position shall be considered on a leave of absence from their in-scope position not exceeding six (6) months and shall maintain their seniority in the Bargaining Unit. Such employees shall not have access to the Grievance Procedure or continue to pay Union dues during this period.

Upon mutual agreement between the Employer and the Union, an extension of the six (6) month time limit may be granted.

8.8 Performing Duties of a Lower Paid Classification

When an employee is required by the Employer to perform temporarily the duties of a lower paid classification or position, the employee shall not suffer any reduction in earnings.

Employees who accept a full-time, part-time or casual position of a lower-paid classification or position, due to a hiring process, shall be paid at the salary appropriate for the position.

ARTICLE 9 – JOB SHARING

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

9.1 Purpose

Job share is intended to allow a permanent employee to work less in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where operationally feasible.

9.2 Definitions

- a) Job sharing means two (2) or more employees are sharing the duties and responsibilities of one (1) position.
- b) Incumbent employee means the employee who was originally hired to fill the position which is being job shared or requested to be job shared.
- c) Job sharer means the person filling, or requesting to fill, the other portion of the position with the incumbent employee.

9.3 When an employee wishes to enter a job share arrangement, they shall make a request, in writing, to the Executive Director or designate. The request must contain the following:

- the names of the two (or more) employees wishing to enter the job share.
- the position that will be shared.
- the details of how the position will be shared.
- the length of the job share request (minimum 6 months to a maximum of 2 years).

9.4 Job sharing positions shall run for a minimum term of six (6) months to a maximum term of two (2) years.

At the conclusion of the job share assignment, the incumbent who is the original owner of the permanent position will return to their normal schedule.

9.5 The incumbent must notify the Executive Director or designate, in writing, at least thirty (30) days prior to the expiration of the term of the job share, if they would like to have their job share considered for another term. If the request for another job share term is granted, the job sharer will be offered the position for another term.

- 9.6** If the incumbent vacates the job sharing position prior to end of the specified term, the permanent position will be considered vacant and shall be posted. The other employees involved will return to their original positions. If someone other than the incumbent vacates the job sharing position, the incumbent shall return to their full permanent position.
- 9.7** Employees applying for job sharing positions shall have their vacated position(s) posted as temporary for the term of the job sharing position. At the completion of the term of the job sharing position, the job sharer shall revert to their former position (subject to Article 8.1).
- 9.8 Cancellation**
- In the case of individual job share cancellation, either the employee or the Employer must give thirty (30) days' written notice to the other employee(s) in the job share, the Employer and the Union.
- 9.9** When one of the job share individuals is not able to attend a scheduled shift, it shall be offered to their job share partner prior to being offered as casual employment.

ARTICLE 10 – HIRING STUDENTS

The intent of employing students is to provide them with workplace experience and to provide extra help to the Agency/Employer during the term of their employment. Terms and conditions for the employment of students are:

- a) The employment of students shall not result in the loss of any Bargaining Unit positions.
- b) Students shall be members of the Bargaining Unit and be responsible for Union dues if they are assigned tasks that are the same or similar to Bargaining Unit work. This may include some duties not included in the Bargaining Unit.
- c) Students who are exclusively assigned duties outside of the scope of the Bargaining Unit shall be considered out-of-scope employees.
- d) In-scope students shall be eligible to all rights and benefits as per the Collective Agreement and/or Benefit Plan texts. However, the student(s) and the Employer shall be exempt from paying benefit premiums if they will not qualify for the benefits by the end of their term of employment.
- e) The length of employment for students shall be in accordance with the terms of the funding received by the Employer.

- f) Students' salary/wages shall be in accordance with the terms of the funding received by the Employer. The funding shall provide total compensation for the students. They will be paid at a rate not less than the rate set by the *Minimum Wage Regulations of The Saskatchewan Employment Act, Part II – Employment Standards*.

The Employer may top up students' salary/wages up to the rates in the Collective Agreement.

If a student is required to work alone, they will be paid at the appropriate Collective Agreement salary/wage.

- g) The Union shall be informed when students are hired.
- h) If the Employer has an opportunity to hire students whose position shall only be partially funded by the terms of the funding received by the Employer, the parties shall negotiate the terms and conditions for these students. Failure to reach agreement will result in the student not being hired. They will be paid at a rate not less than the rate set by the *Minimum Wage Regulations of The Saskatchewan Employment Act, Part II – Employment Standards*.

ARTICLE 11 – SENIORITY

11.1 Seniority Defined

Seniority is defined as the length of service of employees in the Bargaining Unit. Seniority shall operate on a Bargaining-Unit-wide basis. Seniority shall not apply during the probationary period, however, once the probationary period has been completed, seniority shall be credited from the last date of employment in the Bargaining Unit.

Seniority shall be the employee's last date of hire, defined as the first day of work for which the employee is paid.

When two (2) or more employees have the same start date, seniority shall be determined by:

- a) Employee's birth month
- b) Employee's birth day
- c) Alphabetical by surname

11.2 Role of Seniority

When filling any regular in-scope position, promoting, transferring, laying-off, and/or recalling after lay-off knowledge, skills and ability shall be the basis for determining those qualified. Of those qualified, seniority shall be the determining factor.

11.3 Probationary Period

All employees will serve an initial probationary period.

Newly hired full-time and part-time employees shall be on probation for a period of three (3) months. Newly hired casual employees shall be on probation for a period of six (6) months.

During the probationary period, employees shall be entitled to all rights and benefits of this Collective Agreement, except with respect to discharge only for reasons of unsuitability. The Union shall be notified of all such dismissals.

The Employer shall provide feedback on performance issues to new employees and provide a reasonable opportunity for the employee to improve their performance during the probationary period.

In consultation with the Union, the Employer may extend the probationary period for a full-time or part-time employee up to two (2) months and for a casual employee up to four (4) months.

The Employer will provide the Union with rationale for the extension. Such rationale shall not be unreasonable.

11.4 Loss of Seniority

An employee shall lose all entitled seniority if the employee:

- a) Is discharged for cause and is not reinstated.
- b) Resigns.
- c) Has failed to report to work after the end of a period of leave of absence without just cause.
- d) Is absent without just cause for three (3) consecutive shifts.
- e) Fails to report to work within seven (7) calendar days of being recalled without just cause.

- f) Has been continually laid off for a period of eighteen (18) months.
- g) Is a casual employee and has not worked shifts for three (3) consecutive months, provided they have been offered at least three (3) assignments based on their availability information or they are on an approved leave of absence.

11.5 Seniority List

The Employer shall maintain a seniority list showing the date hired. An up-to-date seniority list shall be sent to the Union and posted on all Union bulletin boards in January and July of each year.

ARTICLE 12 – HOURS OF WORK

12.1 Scheduling

The Employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation.

Employees shall be assigned to one of the hours of work models contained in this Article.

12.2 No Maximum or Minimum

The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

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

12.3 Maximizing Hours for Part-Time and Casual Employees

Subject to operational requirements, the Employer may limit the hours of permanent full-time employees' hours to the maximum hours of work that will not result in overtime.

Subject to operational requirements, the Employer will assign additional hours by seniority to permanent part-time and casual employees to maximize them to a full-time equivalent.

Part-time and casual employees may decline to accept the additional hours offered under this Article.

12.4 Call-in Process for Casual/Relief Shifts

The Employer shall maintain a call-in list for each work site.

To be placed on a casual list(s), qualified part-time and casual employees shall indicate, in writing, their availability, including those days, shifts and work site(s) they are willing to work. It shall be the responsibility of the employee to ensure their availability and contact information is up to date.

The Employer shall allow all employees who are willing to accept casual assignments to be placed on a casual list(s) for work site(s) prior to hiring new casual employees.

The Employer will appoint employees to these jobs on the basis of start date seniority, utilizing the availability information provided.

Once an employee has accepted a casual assignment, they are committed to work except when they are granted an approved leave.

Employees will not be appointed to casual employment if it results in overtime.

The Employer is not required to offer a casual assignment to a particular employee if it may result in a serious behaviour incident for a particular client in the home, based on past experience between them, provided the past experience was discussed with the employee. This clause shall not apply to employees who are regularly scheduled to work at that group home.

Employees who consistently refuse casual employment after indicating their availability to the Employer, may be deemed as unavailable for relief jobs until such time as they update their availability and contact information.

12.5 Schedules

The Employer agrees to post a six (6) month schedule of work at least fourteen (14) days in advance. Employees required to change a scheduled shift will be given at least forty-eight (48) hours' notice of change, except in cases of emergency.

12.6 Shift Exchanges

Any exchanging of shifts between employees is subject to approval by the Employer:

- a) Deviation from the posted work schedule which results from employees trading shifts shall not be subject to the overtime provisions.
- b) Payment will be for the actual hours worked.

- c) Exchanged shifts cannot be reversed in order to collect Sick Leave, Compassionate Leave or other benefits.

12.7 Transfers

In an emergency or upon agreement of the Union, an employee may be transferred between homes at a location to meet the needs of the clients and the Organization.

Employees may not be transferred between locations unless the employee agrees to such transfer.

12.8 Hours of Work Scheduling Models

All employees shall be assigned to one of the hours of work scheduling models contained in Article 12.

If the Employer changes the hours of work model of an employee, location, home and/or classification, the Union will receive four (4) weeks' notice to initiate such change process.

The implementation process to facilitate the change as mentioned above will be subject to negotiation between the parties.

The negotiation of the implementation process may include but not be limited to:

- Date of implementation.
- Process to change from the old scheduling model to the new one.
- Options in addition to Article 12.8 for employees that do not wish to change to the new model.

If implementation of an hours of work model affects the Agency's funding model, such negotiations shall also include the salary/wage table(s) in Appendix 'A'.

Employees who have their hours of work model changed under this Article may elect to receive notice as per *The Saskatchewan Employment Act, Part II – Employment Standards* to be laid-off. The Employer may also utilize the appropriate pay in lieu of notice.

12.9 Averaging Hours Model

For scheduling purposes, full-time hours shall consist of up to twelve and a quarter (12 ¼) hours per day and between one-hundred and twenty (120) hours to one-hundred and sixty (160) hours within a four (4) week period.

Employees shall be scheduled to work no more than four (4) days straight unless otherwise agreed upon between the Employer and the employee.

For scheduling purposes, part-time hours shall consist of up to twelve and a quarter (12 ¼) hours per day and less than one-hundred and twenty (120) hours per four (4) week rotation.

Employees who work more than one-hundred and sixty (160) hours in a four (4) week period or twelve and one-quarter (12 1/4) hours in a day shall receive overtime wages or time in lieu at the rate of one and one-half (1 1/2) times for each hour or part of an hour in excess of these thresholds. Overtime must be authorized by the Employer. These agreed-to provisions shall be considered written consent of the Trade Union representing the employees as required by *The Saskatchewan Employment Act, Part II – Employment Standards*.

There shall be a fifteen (15) minute overlap of shifts if needed.

12.10 Regular Hours Model

The regular hours scheduling model shall consist of:

- a) Maximum forty (40) hours per week.
- b) Monday to Friday workdays.
- c) A one-half (1/2) hour or one (1) hour unpaid lunch break as assigned by the Employer except as provided by Article 12.14.
- d) The Employer shall provide at least eight (8) hours of rest between shifts. Failure to provide this time will result in payment of overtime for any hours worked during such rest period. The authorized overtime or time in lieu shall be paid at the rate of one and one-half (1 1/2) times for each hour or part of an hour worked in excess of eight (8) hours per day/forty (40) hours per week on the employee's days of rest/scheduled days off and/or statutory holidays.

12.11 Minimum Reporting Pay

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

12.12 Call-Back for Regular Hours

An employee who is called back to work by the Employer outside the regular scheduled working hours shall be paid a minimum of three (3) hours.

12.13 Overnight Trips

Employees who agree to be with the residents on overnight trips shall be considered an employee for Workers' Compensation Board (WCB) purposes.

Employees will not be required to be with the residents on overnight trips longer than four (4) days, however, an employee may agree to accompany a client on an overnight trip longer than four (4) days.

1. Employees may volunteer or be chosen (by the client) to accompany clients on overnight trips.
2. Employees will be paid for a maximum fifteen (15) hours per day from 7:00 a.m. to 10:00 p.m. at regular rate for each day of the overnight trip.
3. Employees shall be compensated for sleep hours at sleep shift rates or may choose to take these hours at time in lieu rates (1.5 X) on overnight trips.
4. If employees are required to attend to clients during sleep hours, they will be reimbursed at their regular rate of pay.
5. Employees agree to take meal breaks with the client during overnight trips.
6. Employees will be reimbursed for approved receipted miscellaneous expenses incurred while on an overnight trip in accordance with Agency rates. If a Prairie Branches vehicle is not available for use an employee who has commercial insurance on their personal vehicle and/or is covered by Prairie Branches commercial license may use their personal vehicle and mileage reimbursement will be at Agency rates.
7. The hours spent on an overnight trip will not be included in the calculation of overtime hours for that current time period.

12.14 Meal Breaks

The Employer shall grant to each employee who works six (6) hours or more, a meal break of at least thirty (30) minutes within five (5) consecutive hours of work.

Employees working during lunch or supertime shall be scheduled a one-half (1/2) hour paid meal period.

12.15 Rest Breaks

Employees working six (6) hours or more will be entitled to two (2) fifteen (15) minute paid rest breaks in each day worked.

Employees working four (4) hours will be allowed one (1) paid rest break of fifteen (15) minutes as near as possible to midway of the shift.

12.16 Overtime

Under normal operating circumstances, employees shall not be required to work overtime against their wishes.

Authorized hours worked by employees in excess of the hours specified above shall be paid at time and one-half (1 ½).

Authorized hours shall include the following situations:

- a) An employee is required to stay at work after their shift until an employee reports to replace them because the employee from the following shift has not reported for work.
- b) An employee is required to return to work due to the fact that there is no employee to fill a casual assignment.

12.17 Time in Lieu of Overtime

When the employee is eligible for overtime pay, they may request to take time in lieu rather than receiving wages. The Employer may grant the request subject to operational requirements.

The time in lieu may be taken at a mutually agreed to time.

12.18 Training, In-Service and Staff Meetings

Employees who attend training, in-service and/or staff meetings shall be paid their regular rate of pay.

Travel time shall be considered time worked and paid at the regular rate of pay as per the time needed to travel to the training and return.

12.19 Shift Differential

Employees required to work during the period 19:00 to 7:00 shall be paid, in addition to their regular rate of pay, one dollar (\$1.00) per hour for the time worked. Such differential pay will not apply if an employee is working at overtime rates of pay.

No pyramiding or duplication of differentials, premiums or statutory holiday pay shall occur and shift differential will only apply to actual hours worked.

12.20 Weekend Premium

A weekend premium of eighty cents (\$.80) per hour shall be paid for each hour worked by an employee between 00:01 Saturday and 24:00 Sunday. When an employee is receiving overtime pay, weekend premiums will not apply.

No pyramiding or duplication of differentials, premiums or statutory holiday pay shall occur and weekend premium will only apply to actual hours worked.

12.21 Time Off Between Shifts

Failure to provide an employee at least eight (8) hours rest between scheduled shifts, shall result in payment of overtime rates for any hours worked during such period, except in extenuating circumstances.

This time off is also required between scheduled shifts and any management scheduled training/educational opportunities.

ARTICLE 13 – PAY ADMINISTRATION

13.1 Salaries and Wages

The Employer shall pay salaries and wages in accordance with Appendix 'A' attached hereto, and forming part of this Collective Agreement.

Every employee shall receive a statement showing the gross amount earned, itemized deductions and net amount payable including accumulated holidays.

Upon request by the employee, the Employer shall provide such employee with a printed copy of their statement.

Employees shall be paid every second Friday with the previous Saturday being cut off day. Pay shall be made through automatic deposit to the employee's financial institution.

13.2 Increment Dates

Employees shall move to Step 2 upon successful completion of their probation. Once they have successfully completed probation, employees shall be eligible for increments based on their anniversary date of hire.

13.3 Placement on the Salary Grid

New employees shall start on Step 1.

New employees who have completed relevant post-secondary education shall start on Step 2.

13.4 Movement Through the Salary Grid

Employees are placed at Step 2 upon successful completion of their probation. Following that move, employees shall proceed to the next step on their increment date.

Employees who have completed relevant post-secondary education as per Article 13.5 shall be placed on the next highest step upon successful completion of their probation with no change to their increment date.

13.5 Relevant Post-Secondary Education

Relevant post-secondary education shall include but not be limited to:

- Basic Skills Training
- Disability Support Worker/Rehabilitation Certificate
- Continuing Care Assistant
- Practical Nursing Certificate/Diploma

- Early Childhood Development Certificate/Diploma
- Educational Assistant Certificate or
- Youth Care Worker Certificate/Diploma

ARTICLE 14 – BENEFITS AND PENSION PLAN

14.1 Benefit Plans

Eligible employees shall be enrolled in the following benefit plans subject to the terms of their plan text:

- Extended Health
- Dental Plan
- Long-Term Disability Plan
- Group Insurance
- Accidental Death and Dismemberment
- Employee Assistance Plan

14.2 Benefit Plan Premiums

The premiums for the benefits plans shall be fifty percent (50%) Employer paid and one-hundred percent (100%) Employer paid Employee Assistance Plan (EAP).

14.3 Pension Plan

The Employer agrees to continue the SARC Pension Plan subject to the terms of the Plan. The Defined Contribution Pension Plan shall include a four percent (4%) contribution from employees and a four percent (4%) matching Employer contribution.

Employees may contribute more than four percent (4%), subject to the terms of the Plan, but the Employer does not match any contribution above the required four percent (4%).

ARTICLE 15 – LEAVE OF ABSENCE

15.1 Eligibility, Seniority and Accruals

The employee must have three (3) months of continuous service with the Employer to be eligible for any leave of absence in this Article.

Except as specifically stated elsewhere in this Article, employees on approved leaves under this Article shall accrue vacation/holiday credits and hours in regard to benefits.

15.2 General Leave of Absence

The Employer may grant a leave of absence without pay to an employee. An employee must provide a written request for the leave. No Employee shall be permitted to submit a request for a general leave of absence more than six (6) months in advance of the start of the leave.

For leaves of three (3) or more days, written requests should be submitted, where possible, at least four (4) weeks in advance of the date the employee wishes to begin the leave.

For leaves of less than three (3) days, written requests should be submitted, where possible, at least forty-eight (48) hours in advance of the date the employee wishes to begin the leave.

Employees granted a leave of absence shall not earn Sick Leave Credits, Vacation Pay or paid Holiday Pay.

15.3 Leave of Absence for Court Duty

An employee who is summoned to serve as a juror or is subpoenaed as a witness, shall treat the absence as leave of absence with pay.

Employees called to serve on jury duty or subpoenaed as a witness will serve notice to the Employer in written form as soon as the leave is known by the employee.

Employees will be paid full salary at the regular rate excluding overtime for that time period. Employees will remit and pay the Employer the full amount of fees paid as a juror or witness.

Fees received in compensation for travel to serve as a juror or witness will not be payable to the Employer.

15.4 Bereavement Leave

Bereavement Leave with pay for up to five (5) working days per loss shall be granted to an employee in the case of the death of the employee's spouse (including same sex), common-law spouse, fiancé(e), child, stepchild, parent, brother, sister, step-brother, step-sister, grandparent, grandchild or former guardian.

Bereavement Leave with pay for up to three (3) working days shall be granted to employees in the case of the death of an employee's parent-in-law, brother-in-law, sister-in-law, grandparent in-law, son-in-law or daughter-in-law.

Bereavement leave for the death of a person other than those listed above may be considered upon application to the Residential Manager or Human Resources Manager.

15.5 Parental Leave

Employees shall be granted Maternity, Parental and Adoption Leave as provided by *The Saskatchewan Employment Act, Part II – Employment Standards*.

15.6 Union Business

a) Union Representation

Union representatives fulfilling their representation role of the Local, as required by *The Saskatchewan Employment Act, Part VI – Labour Relations* and the Collective Agreement, shall suffer no loss of pay, benefits, etc.

b) Union Leave

Upon request to the Employer, providing there is relief available, an employee elected or appointed to attend Union business shall be granted a leave of absence up to seven (7) calendar days provided:

- i) The employee is authorized by the Union, in writing, to request such leave,
- ii) The employee requests, in writing, at least seven (7) calendar days in advance, leave for Union business as authorized by the Union,
- iii) The request for Union Leave is made on such form or forms as agreed by the parties from time to time, and
- iv) Such leave shall not unreasonably interfere with the operations of the Employer.

CUPE will reimburse the Employer for the full cost of such earnings and in addition the Employer's cost in regard to:

- i) Employment Insurance premiums
- ii) Canada Pension Plan premiums
- iii) Extended Health premiums
- iv) Pension premiums

Employees while on leave for Union business shall have the right to return to their job on reasonable notice to the employee's Residential Manager prior to the expiration date of the approved leave, provided that such return will not result in additional expenditures.

c) Full-Time Union Leave to Serve as an Elected Officer

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted a definite leave of absence for a period of one (1) year. Such leave may be renewed each year, on request, during the term of office. Such employee shall continue to receive salary and benefits from the Employer conditional on reimbursement of such salary and full benefit costs by the Union.

15.7 Pressing Necessity

In the case of a pressing necessity, a permanent employee may be granted up to two (2) days of unpaid leave annually.

The employee may use Sick Leave for this purpose if they have an accumulation.

A pressing necessity is defined as being an unplanned, unforeseen or emergency situation which the employee could not have reasonably prevented and which imposes on that employee the requirement for urgent or immediate action to which only the employee could reasonably respond.

The purpose of a pressing necessity leave is to allow the employee up to one (1) day to make arrangements to deal with the situation.

15.8 Compassionate Leave

The purpose for Compassionate Leave is to access time away from work without loss of pay in circumstances where a spouse (including same sex), common-law spouse, parent, child, brother, sister, stepchild, parent-in-law, grandparent, grandchild, fiancé(e) or former guardian is ill and requires support from the employee.

When requesting Compassionate Leave, an employee will be expected to identify the family member who is ill, the general nature of the employee's involvement and the amount of time that is required.

An employee may access their sick leave accumulation for the purpose of Compassionate Leave. A maximum of forty-eight (48) hours per year may be used.

Employees shall be eligible for this benefit upon successful completion of the probationary period.

15.9 Terminal Care Leave/Compassionate Care Family Leave

Upon request, employees shall be granted a leave of absence of up to eight (8) weeks to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.

During the leave, the employee shall continue to accumulate all benefits and retain seniority. Should the employee choose to make contributions for the period of the leave to the Pension Plan or the Benefits Plan, the Employer will pay the Employer's contribution for the same period.

Family member is defined to include a legal or common-law spouse, a child of the employee or the employee's spouse and a parent or parent of a spouse.

Employees applying for Compassionate Care Family Leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition with a significant risk of death within twenty-six (26) weeks, and that the family member requires the care or support of one or more other family members.

An employee may request an extension without pay to the Compassionate Care Family Leave. Approval of an extension shall not be unreasonably denied. During an Extended Leave, the employee shall continue to accrue all benefits and retain seniority. Should the employee choose to make contributions for the period of the Extended Leave to the Pension Plan or the Benefits Plan, the Employer will pay the Employer's contribution for the same period.

15.10 Cultural and Religious Events

The Employer and the Union recognize that all Peoples have their own religious and cultural observances. The parties agree that it is respectful to the diverse cultures of employees to allow them to observe cultural events significant to them. Therefore, where operational requirements permit, the Employer shall approve the employee's request for vacation time, time in lieu or unpaid leave to attend such events.

Requests must be made, in writing, at least seven (7) calendar days in advance of the date of the leave.

15.11 Educational Leave

The Employer recognizes the benefit to the Employer and the employee when employees wish to upgrade their education. Upon written request, the Employer may grant an unpaid leave of absence for such purpose where operational requirements permit.

During the employee's Educational Leave, the employee may, upon written request, work as a casual employee in the Bargaining Unit without adversely affecting reinstatement to the position from which the employee is on Educational Leave.

15.12 Interpersonal Violence Leave

Employees shall be granted Interpersonal Violence Leave as provided by *The Saskatchewan Employment Act*.

15.13 Earned Day Off

Employees who have a minimum of one thousand (1,000) paid hours in the previous fiscal year shall be eligible for earned days off (EDOs) subject to the following conditions:

- a) Employees who have worked for the Employer for five (5) or more years are eligible for one (1) EDO per year.
- b) Employees who have worked for the Employer for ten (10) or more years are eligible for two (2) EDOs per year.
- c) Employees who have worked for the Employer for fifteen (15) or more years are eligible for three (3) EDOs per year.
- d) Employees who have worked for the Employer for twenty (20) or more years are eligible for four (4) EDOs per year.

e) Casual employees who worked in a temporary position in the previous fiscal year and worked the required one-thousand (1,000) hours in that year shall receive an EDO payout in March of the following year.

f) EDOs shall be calculated as follows:

$$\frac{\text{Total \# of regularly scheduled hours in the previous fiscal year in 13 four-week rotations}}{\text{Total \# regularly scheduled shifts in the previous fiscal year in 13 four-week rotations}} = \text{Number of hours/EDO}$$

g) There shall be no carry-over of EDOs from one fiscal year to another fiscal year. Employees may apply before March 31 each year to be paid out for EDOs based on their current pay.

15.14 Provision of Pension and Benefits During Leaves of Absence

a) Subject to the qualifying provision of the Pension Plan, an employee on leave under Article 15 Leave of Absence may elect to buy back pension contributions for the period in which they normally would have been employed, by paying both the employee's and the Employer's share of the contributions upon their return to work.

b) Subject to the qualifying provision of the Pension Plan, an employee on leave under Article 14 Sick Leave Provisions may elect to maintain pension contributions for the period in which they normally would have been employed, by paying the employee's share of the contributions during the leave or buying back the time at the conclusion of the leave.

c) For unpaid leaves of more than thirty (30) days, an employee on leave under Article 16 Sick Leave and Article 15 Leave of Absence may elect to continue their employee benefit plan by paying both the employee's and the Employer's share of the premium.

d) All contributions during the leave shall be submitted to the Employer by post-dated cheques or lump sum payment no later than thirty (30) days from the start of the leave, or benefits shall be terminated.

15.15 Negotiation Leave

The Negotiating Committee shall consist of six (6) members [at least one (1) from each community – Wilkie, Unity, Biggar, Kerrobert] and the cost of wages will be shared by the parties on a 50/50 basis.

ARTICLE 16 – SICK LEAVE

16.1 Sick Leave Defined

An employee having accumulated an entitlement to Sick Leave may claim pay against such accumulation with respect to the following:

- a) Periods during which the employee was unable to work by virtue of being sick or disabled.
- b) Because of an accident for which compensation is not payable under *The Workers' Compensation Act*.
- c) Required to attend personal medical appointments or to attend medical appointments for their spouse or dependent child. Medical specialists and dental appointments for procedures will qualify for sick pay. Procedures are not defined as regular dental check-ups, cleanings or x-rays or a visit to the General Practitioner.
- d) When the employee's presence constitutes a health hazard for the residents and all other employees.
- e) The Employer has approved a leave included in any Article that allows the employee to access their Sick Leave accumulation.

An employee shall not be entitled to use Sick Leave due to an illness or disability for which compensation or other monies is payable under *The Workers' Compensation Act*, *The Automobile Accident Insurance Act*, CPP Disability, EI and/or LTD, or when the employee is receiving wage replacement from any other source.

The employee may be advanced Sick Leave until the payments in Article 16.1 become effective. The employee and/or the Agency shall then reimburse the Employer for such an advance.

The employee will be granted Sick Leave providing the employee possesses sufficient Sick Leave. Employees who do not have Sick Leave will be considered on an unpaid leave of absence.

16.2 Accumulation of Sick Leave Credits

All full-time employees shall earn Sick Leave at the rate of ten (10) hours per month of service, pro-rated for part-time employees based on hours worked as follows:

$$\frac{\text{Paid Hours (excluding overtime)} \times 120 \text{ hours}}{2080} = \text{Sick Leave Credits}$$

16.3 Maximum Accumulation of Sick Leave Credits/Carry-Over

Accumulation of Sick Leave Credits shall be allowed to a maximum of two-hundred and forty (240) hours.

16.4 Advance of Sick Leave

In special circumstances, extended Sick Leave may be granted at the discretion of the Associate Director or designate upon written request.

16.5 Sick Leave Records

After making suitable arrangements, an employee's Sick Leave records shall be accessible to them in the presence of their Residential Manager or designate.

16.6 Notification of Illness

Except in exceptional circumstances, an employee on the day shift who will be absent due to illness or disability shall notify, by speaking to their Residential Manager or designate, at least three (3) hours or as soon as reasonably possible before the employee would normally report to work.

Except in exceptional circumstances, an employee on the evening or night shift who will be absent due to illness or disability shall notify, by speaking to their Residential Manager or designate, before 3:30 p.m. or as soon as reasonably possible before the employee would normally report to work.

If no reasonable cause is given, failure to do so may result in nonpayment of Sick Leave for that shift. Employees on a long-term illness shall notify the Employer as soon as possible of the expected date of return to work.

16.7 Medical Certificate

The Employer may request that an employee provide a medical certificate to be completed on a form prescribed by the Employer. The cost of the medical certificate will be borne by the Employer.

Employees who do not produce a medical certificate within a reasonable time limit when requested will be considered to be on unpaid leave of absence.

16.8 The Duty to Accommodate

The Employer and the Union agree to work together to help the employee return to work as soon as possible. Where an employee's return to work may be facilitated by altering the work environment, the Employer, the employee and the Union shall meet to discuss options and responsibilities under the duty to reasonably accommodate an employee to the point of undue hardship.

The employee will advise the Residential Manager or designate of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence.

In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.

16.9 Recognition of a Social Illness

The Employer and the Union recognize that mental illness, alcoholism and drug abuse are health problems. Sick Leave may be granted for time spent in treatment of these problems.

The parties acknowledge their responsibility in regard to the duty to accommodate employees referred to in this Article.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. This acknowledgement does not constitute a waiver of management's responsibility to maintain discipline or the right to take disciplinary measures within the framework of the Collective Agreement.

Employees whose partner or dependent(s) is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate in such rehabilitative program.

16.10 Scheduling Medical Appointments

Employees shall endeavour to schedule medical appointments with specialists outside of scheduled work time.

ARTICLE 17 – EMPLOYEE PERFORMANCE REVIEW

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review and provide written comments. The employee shall be required to sign an acknowledgement that they have been given an opportunity to read the performance review and, if requested, shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review. An employee's performance review is not a disciplinary meeting.

The employee shall have the right to respond, in writing, to such review within seven (7) calendar days and such response shall become a part of the record.

ARTICLE 18 – DISCHARGE, SUSPENSION AND DISCIPLINE

18.1 Principles of Progressive Discipline

The parties of this Agreement recognize the principles of progressive discipline:

- a) Verbal discussion
- b) Verbal warning
- c) Written warning
- d) Suspension
- e) Dismissal

The above steps are applied based on the seriousness of the misconduct and the circumstances of each case. If the misconduct is very serious, it may be appropriate for discharge to be the first action.

18.2 Written Reasons for Discipline

The Employer shall send written documentation to the employee with disclosure of the reasons, grounds for action and/or penalty with a copy to the President of the Union.

Extension of timelines shall be granted if requested and agreed to by both parties.

18.3 Burden of Proof

In cases of discharge and discipline, the burden of just cause shall rest with the Employer. No employee shall be discharged or disciplined except for just cause.

18.4 Right to Have Union Steward Present

Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee, in advance, of the purpose of the interview, in order that the employee may contact their Steward to be present at the interview.

18.5 Human Resources File

After making suitable arrangements, an employee's personnel record (excluding employment references) shall be accessible to them, upon request, in the presence of their Residential Manager and Shop Steward (or Union representative).

Disciplinary documents shall be removed from an employee's file after a period of two (2) years except when there are other disciplinary documents of equal or greater severity, of the same nature, placed on the employee's file within the two (2) years. Clientele disciplinary issues shall be removed after three (3) years. Non-clientele discipline issues are defined as events or occurrences other than that defined in the Participant Abuse Policy.

Prior to being placed in an employee's file, all discipline documents must be signed and dated by the employee. Such signature does not constitute agreement to the said document. At the time of signing, copies shall be given to the employee and the Chair of the Union Grievance Committee.

A written response to any document shall, upon the request of the employee, be added to the employee's file. Said documents shall be removed after two (2) years for non-clientele disciplinary issues.

Letters of discipline of which the employee was not aware at the time of filing may not be introduced as evidence in any hearing unless the Employer has done due diligence in attempts of the delivery of the said letter. Due diligence may include two (2) or more attempts of the following methods of delivery: regular mail, registered mail, fax or text.

An employee shall have the right to obtain copies of any material, excluding pre-employment references, in their Human Resources file.

ARTICLE 19 – GRIEVANCE/ARBITRATION PROCEDURE

19.1 Definition

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement between the Employer and the employees or Union.

19.2 Representation

To provide an orderly process for settling grievances, the Union shall identify its shop stewards and executive members. Only those identified on the list and a Union National Representative are authorized by the Union to file grievances.

After a grievance has been filed by the Union it becomes property of the Union.

The Employer shall negotiate resolution of the grievance with the Union.

The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee unless a Union representative is present.

19.3 Time Limits and Procedure

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

Step 0

Prior to a grievance being submitted at Step 1, the Union will discuss, with the Residential Manager or designate, any difference or dispute between the Employer and any employee(s), and/or the Union pertaining to any issue that may lead to a grievance as defined in Article 19.1.

Step 1

In the event that any grievance arises during the currency of this Agreement, the employee(s) shall refer the matter to the Union which, if they consider the complaint to be a legitimate one, shall present a written grievance to the Residential Manager or designate within ten (10) business days of discovery of the cause for complaint. The Residential Manager concerned shall, within five (5) business days, arrange a meeting to discuss the grievance with the Union and shall render a written decision within five (5) business days of the meeting.

Step 2

In the event that the Residential Manager or designate does not give a decision satisfactory to the Union or does not render a decision within the time prescribed above, the Grievance Committee of the Union may refer the grievance, in writing, to the Executive Director or designate within five (5) business days, who shall discuss the grievance with the Grievance Committee within five (5) business days and shall render a written decision within five (5) business days of such discussion with the Grievance Committee.

Referral to Arbitration

Failing satisfactory settlement of the grievance in Step 2, the matter may be referred to arbitration by either party within fourteen (14) days, provided that if it is not so referred, the grievance shall be deemed to have been settled.

19.4 Selection of an Arbitrator

Where a grievance has been referred to arbitration, the parties shall firstly attempt to agree to appoint a single arbitrator. In the event that the parties are unable to agree to a single arbitrator, a single arbitrator shall be determined in accordance with *The Saskatchewan Employment Act, Part VI – Labour Relations*.

19.5 Decision

The decision of the arbitrator shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

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

19.6 Expenses for the Arbitration Process

The two (2) parties shall bear equally the expense of the arbitrator.

The Employer shall allow leave without loss of pay and reimbursement for travel outside of the employee's work location as per Article 24.4, for the grievor to attend the arbitration hearing.

19.7 Certain Rules and Procedures Applying

The rules and procedures set forth in *The Saskatchewan Employment Act, Part VI – Labour Relations* shall apply to any arbitration proceedings under this Agreement.

19.8 Initiation of Special Meetings

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

19.9 Time Limits

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, when a party fails to act within the time limits prejudices the other party's position, a justifiable reason for failure to adhere to such time limits will be required.

Time limits set out in the Grievance Procedure may be extended only by agreement, in writing, of both parties, except in situations that require the Employer to consult with the Board of Directors or representatives thereof. In those cases, the five (5) business days thresholds in Article 19.3 shall be extended to ten (10) business days with notice of such provided to the Union.

ARTICLE 20 – LAYOFF, RECALL AND BUMPING

20.1 Definition

A layoff shall be defined as a reduction in the workforce or a reduction in the hours of a permanent position.

20.2 Notice of Layoff

Notice of termination or layoff of employees shall be as provided in *The Saskatchewan Employment Act, Part II – Employment Standards*.

20.3 Role of Seniority in Layoffs

When reducing staff, senior employees shall be retained, provided they have the knowledge, skills and ability to perform the work and/or have the ability sufficient to do the work.

20.4 Recall Procedure

Laid off employees shall be recalled to work in order of seniority, provided they have the knowledge, skills and ability to perform the work and/or have the ability sufficient to do the work.

20.5 Notice of Recall

In the event of recall of a full-time or part-time employee for normal duties, the Employer shall forward a Registered Letter to the employee who has been laid off, addressed to the employee's last known address. It shall be the responsibility of the laid off employee to keep the Employer advised of their current address. If the employee fails to do so, the Employer shall not be responsible for failure of a notice sent by Registered Mail to reach the employee.

The employee concerned must notify the Employer, in writing, within seven (7) days of receiving the Registered Letter, stating their acceptance or refusal of the employment offered and their intention of reporting to work within the time limits specified in Article 11.4 e). In the event the Employer does not receive such written notice from the employee within the seven (7) day period accepting employment, or the employee fails to report within the required time limits, the said employee shall be deemed to have resigned.

20.6 Continuation of Benefits

During a layoff, employees shall maintain, but not accrue, all previously earned benefits, subject to the terms of such plans, and shall also maintain seniority.

20.7 Bumping Procedure

When a full-time or part-time employee is laid off, they may elect to bump a junior employee provided they have the knowledge, skills and ability to perform the work and/or have the ability sufficient to do the work.

ARTICLE 21 – ADVANCE NOTICE OF RESIGNATION

Employees shall give notice of their intention of leaving the employment of the Employer as per *The Saskatchewan Employment Act, Part II – Employment Standards* layoff notice.

ARTICLE 22 – STATUTORY HOLIDAYS

22.1 Statutory Holidays

For the purposes of this Collective Agreement, the recognized Statutory Holidays shall be:

New Year's Day	Canada Day	National Day for Truth and Reconciliation
Family Day	Saskatchewan Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Thanksgiving Day	Boxing Day
Victoria Day		

and any other day proclaimed as a general statutory holiday by the Provincial government.

Additional federally proclaimed statutory holidays will be subject to negotiation during the collective bargaining process.

22.2 Working on a Statutory Holiday

The Employer agrees to compensate employees for the holidays designated in Article 22.1 in the manner provided for in *The Saskatchewan Employment Act, Part II – Employment Standards*.

By mutual agreement, an employee may receive a different day off with pay for working the Statutory Holiday.

22.3 Statutory Holiday Falling on a Day of Rest

For an employee working regular hours as per Article 12.10, when a Statutory Holiday falls on an employee's regular day of rest, another day shall be rescheduled by agreement between the parties.

The Employer agrees to compensate employees in the manner provided for in *Part VI of The Saskatchewan Employment Act, Part II – Employment Standards*.

22.4 Statutory Holiday During Vacation

When a designated holiday falls on a day during an employee's vacation, the employee will not be deducted a vacation day for that day.

22.5 Regular Wage

Where an employee's hours vary from day to day, the regular wage shall be calculated as required by *The Saskatchewan Employment Act, Part II – Employment Standards*.

22.6 Christmas Day and New Year's Day Off

Insofar as the regular operations of the Employer permits, an employee shall have either Christmas Day or New Year's Day off alternately, unless the employee agrees otherwise.

To achieve the above, the parties agree that certain provisions contained in this Agreement shall be temporarily waived as determined and mutually agreed between the Employer and the Union.

ARTICLE 23 – ANNUAL VACATION

23.1 Annual Vacation

Vacation Year means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March the following calendar year.

23.2 Vacation Requests

Employees shall indicate their choice by April 15. After this date, vacation dates shall be governed on a first-come basis. Employees who do not request annual vacation before April 15 shall forfeit their right to use seniority.

Vacation schedules shall be posted and confirmed no later than May 15.

Other requests for annual vacation shall be made, in writing, one (1) month in advance and shall be subject to approval by the Employer. Approval shall be at the discretion of the Employer to ensure coverage of regular service. The Employer shall provide a response to the vacation request within three (3) weeks of the employee's request.

Vacation requests, in writing, made less than one (1) month in advance may be considered by the Employer.

If an employee has not requested vacation, vacation carry-over, or payout by December 31, the Employer may schedule vacation for the employee. The employee will receive a minimum of two (2) weeks' notice of the scheduled vacation unless an alternative arrangement can be agreed to by the parties.

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

Employees who request to use less than their full entitlement in an unbroken period may be approved for periods of not less than one (1) day, except when an alternative arrangement can be agreed to by the parties.

23.3 Vacation Carry-Over

Employees may apply to carry-over up to one-third (1/3) of their vacation entitlement from one holiday year to the next. The holiday year is deemed to end on March 31 of each year.

23.4 Working During Vacation

Unless by mutual agreement between the Employer and the employee, no employee shall be required to work during their scheduled vacation period.

23.5 Time Off and Pay for Annual Vacation

Time Off for Annual Vacation

- a) During the first (1st) and subsequent years, including the ninth (9th) year of continuous employment, employees shall earn fifteen (15) days off (or one-hundred and twenty (120) hours per year).
- b) During the tenth (10th) and subsequent years of continuous employment, including the fourteenth (14th) year of continuous employment, employees shall earn twenty (20) days off (or one-hundred and sixty (160) hours per year).
- c) During the fifteenth (15th) and subsequent years of continuous employment, employees shall earn twenty-five (25) days off (or two-hundred (200) hours per year).

Vacation Pay

All employees shall earn vacation pay as follows:

- a) During the first (1st) and subsequent years, including the ninth (9th) year of continuous employment, employees shall earn 5.77% of their wages earned during the previous vacation year.
- b) During the tenth (10th) and subsequent years of continuous employment, including the fourteenth (14th) year of continuous employment, employees shall earn 7.69% of their wages earned during the previous vacation year.
- c) During the fifteenth (15th) and subsequent years of continuous employment, employees shall earn 9.61% of their wages earned during the previous vacation year.
- d) Full-time, part-time and temporary employees' vacation pay shall be banked for paid vacation leave.
- e) Casual employees shall receive their vacation pay on every cheque.

23.6 Vacation Pay for Casual Employees

Casual employees shall receive vacation pay as required by *The Saskatchewan Employment Act, Part II – Employment Standards*.

ARTICLE 24 – EXPENSES, ALLOWANCES AND TRANSPORTATION

24.1 Reimbursement of Expenses

Expenses incurred while on approved business for the Employer shall be reimbursed as follows:

- a) The employee must complete a written and signed expense statement in the prescribed format with attached receipts before reimbursement can take place.
- b) Reimbursement for incidental expenses is subject to approval by the Executive Director (or designate).
- c) The Executive Director (or designate) may approve the payment of an advance on estimated expenses, not to exceed the estimated amount of such expenses. An expense statement and reimbursement of the balance of the advance must be completed as soon as possible upon the return of the employee to the town where their workplace is located.

24.2 Meal Allowance

When employees are out of town on Organization business, they will be reimbursed for their meals, with receipts, to a maximum of the government rates. These rates shall be adjusted according to government rates.

24.3 Accommodation Allowance

When an employee is out of town on approved Employer business, they will be reimbursed the cost of hotel/motel room, with a receipt.

When an employee is out of town on approved Employer business and they obtain accommodation in a private residence, the Employer shall pay the employee twenty-five dollars (\$25.00) per night, with a receipt.

24.4 Automobile Allowance

Kilometer rates paid to an employee consenting to use the employee's own automobile for the Employer's business when authorized by the Employer, shall be paid on the basis of three dollars and fifty cents (\$3.50) per in-town round trip when delivering programming needs to participants. Employees shall be paid the government kilometer rate when using the employee's own automobile for out of town Agency business or training including transporting clients to out of town activities and appointments (round trip). This rate will be adjusted annually, on April 1, according to government rates.

24.5 Conferences or Courses

Reimbursement of fees, expenses and materials related to participation in conferences or courses will need prior approval of the Executive Director (or designate) before reimbursement can take place.

24.6 Agency Vehicles

Employees shall only drive Agency vehicles outside the town with mutual agreement and providing that training is provided. When driving clients, two (2) employees may be required for safety reasons.

24.7 Driver's License

All employees must have a valid driver's license to drive Agency vehicles and/or to utilize their own automobile for Employer business.

24.8 Damage to Personal Property

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

24.9 Indemnity

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

24.10 Clothing Allowance

The Employer shall provide an annual clothing allowance of one-hundred dollars (\$100.00) per year for each employee who worked more than the equivalent of .5 FTE the previous year.

ARTICLE 25 – OCCUPATIONAL HEALTH AND SAFETY

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

25.1 Health and Safety Committee

A Joint Occupational Health and Safety Committee shall be established as per *The Saskatchewan Employment Act, Part III – Occupational Health and Safety*.

The Employer shall ensure that the co-chairpersons of the Committee receive training respecting their duties and functions of a committee.

Where a member of the Committee attends a training program, seminar or course of instruction on health and safety matters conducted or provided by the Division, the Employer shall credit the member's attendance as time at work and ensure that the member loses no pay or other benefits.

Where the Committee member gives reasonable notice, the Employer shall permit the member to take leave for a period or periods of not more than five (5) working days per year to attend occupational health and safety training programs, seminars or courses of instruction.

25.2 Health or Safety Concerns

An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate Residential Manager or Occupational Health and Safety Representative. If unresolved after a reasonable time, the concern shall be forwarded to the Occupational Health and Safety Committee, who will investigate immediately and take remedial action.

Nothing in this clause precludes any employee from taking their health and safety concern directly to the Occupational Health and Safety Division.

There shall be no discrimination or disciplinary action against a worker for complying with *The Saskatchewan Employment Act, Part III – Occupational Health and Safety*, or for reporting their health and safety concerns to the Committee or the OHS Division.

An employee may exercise the right to refuse to do unsafe work pursuant to *The Saskatchewan Employment Act, Part III – Occupational Health and Safety*.

25.3 Occupational Health and Safety Bulletin Board

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

25.4 Harassment Policy

The parties agree to comply with the Harassment Policy. Proposed changes to the Harassment Policy will be made in consultation with the Union and the Occupational Health and Safety Committee.

Recommendations or requests for changes to the Harassment Policy shall be referred to the Board of Directors.

The Harassment Policy shall comply with the provisions of *The Saskatchewan Employment Act, Part III – Occupational Health and Safety* and *Human Rights Code*.

The Occupational Health and Safety Policy Manual shall be readily available in all homes.

25.5 Harassment in the Workplace

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

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

To constitute personal harassment, repeated conduct, comments, displays, actions or gestures must be established; or a single, serious occurrence of conduct, or a single, serious comment, display action or gesture that has a lasting or harmful effect on the

worker must be established. It does not include any reasonable action taken relating to the management of the place of employment.

The Employer and the Union acknowledge a shared responsibility to:

- Prevent harassment
- Promote a safe, abuse-free environment
- Uphold the philosophy of zero tolerance of harassment

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

25.6 Violence in the Workplace

The Employer and the Union agree that violence against employees in the workplace is not acceptable and agree to work together towards the elimination of incidence and causal factors of violence.

In compliance with *The Saskatchewan Employment Act, Part III – Occupational Health and Safety and Regulations*, the Employer will ensure that a policy is developed in consultation with the Union.

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

25.7 Injury Pay Provision

An employee who is injured on the job during working hours is required to report the injury to a supervisor. The employee shall be permitted to leave for treatment or be sent home for such injury and shall receive payment for the remainder of their shift.

25.8 Medical Transportation

Transportation to and from the nearest qualified medical practitioner or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

25.9 Personal Protective Equipment

The Employer shall provide all employees with the necessary personal protective equipment and clothing to ensure their health and safety at the worksite. The above items shall be maintained and replaced at the Employer's expense.

An employee who is provided with approved and/or certified personal protective equipment and clothing shall use such equipment and clothing and take reasonable steps to prevent damage.

25.10 Communicable and Occupational Diseases

In accordance with *The Saskatchewan Employment Act*, the Employer will adopt, and employees will follow, safe rules and practices regarding communicable and occupational diseases caused by exposure at the place of employment.

ARTICLE 26 – TECHNOLOGICAL CHANGE

If, as a result of the Employer introducing new equipment or major changes in operating methods or dissolution of departments, certain job classifications shall no longer be required, the Employer shall anticipate these changes, and conduct a program of training and transfer of the employees affected, prior to change.

ARTICLE 27 – RETIREMENT

27.1 Retirement Age

Retirement age shall be defined by the pension provider.

ARTICLE 28 – NO STRIKE OR LOCKOUT

28.1 No Strike

No employee bound by this Collective Agreement shall strike during the term of this Collective Agreement.

28.2 No Lockout

The Employer shall not cause a lockout during the term of this Collective Agreement.

ARTICLE 29 – TERM OF AGREEMENT

29.1 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from April 1, 2023 to March 31, 2027, and from year to year thereafter, unless notification of desire to amend or terminate is given in writing.

29.2 Open Period

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

29.3 Wage Re-Opener

Notwithstanding the provisions of Article 29.1 above, this Collective Agreement may be opened for the negotiation of salary and/or benefits in the event the funding agent grants an increase in funding for salary, relief and/or benefits to the Employer. Either party intending to enter into such negotiations of salary and/or benefits shall be required to serve the other party with not less than thirty (30) days' written notice of intent.

It is understood and agreed that in such event, all other provisions of this Agreement shall remain in full force and effect. Any negotiated salary increase and/or benefits cost increase to the Employer pursuant to Article 29.3 shall not exceed the amount of funding increase received for salary, relief and/or benefits from the funding agent(s).

29.4 New Provisions

All new provisions of this Collective Agreement shall be in effect the date of signing of the Collective Agreement by both parties, except for Appendix 'A' as noted therein.

SIGNING PAGE

Signed this 24th day of April, 2024.

ON BEHALF OF THE UNION:

ON BEHALF OF THE EMPLOYER:

CUPE Local 3583

Cindy Lasko
K. L. L.
H. L.
R. L.

[Signature]
[Signature]

CUPE Local 4909

Karenne Spence
Valerie [Signature]

APPENDIX 'A' – SALARIES AND WAGES

Classification	Step	April 1, 2023
		5.5%
Direct Support Professional – Awake, Day Program Worker, SILP Workers, Maintenance	Step 1 (probation)	18.42
	Step 2 (upon completing probation)	19.21
	Step 3	20.86
	Step 4	21.94
Direct Support Professional – Sleep		15.57

Retro Activity Wages

All current employees who are on staff as of Date of Ratification (January 30th, 2024) shall receive 5.50% per hour on all hours worked. The 5.50% will be retroactive back to April 1st, 2023.

LETTER OF UNDERSTANDING #1

BETWEEN: PRAIRIE BRANCHES ENTERPRISES INC.

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3583 AND 4909

RE: CALL-IN PROCEDURES

DAY PROGRAM CALL-IN

The above parties agree that when the Program Coordinator is filling shifts for Day Program Workers using Direct Support Professionals, the call-in process outlined in Article 12.4 will be altered as follows:

- Calls will be limited to those employees who have checked the option for Day Program shifts on the call-in sheets.
- Calls will be limited to those employees who meet the follow criteria:
 - Must be able to drive any vehicle that is used by the Day Program
 - Have completed orientation with all participants involved
 - Have completed orientation with all vehicles that may be used
 - Have completed orientation for wheelchair strapping where applicable

Calls will be made in order of seniority of those who meet the above criteria.

If all call in options have been exhausted and no DSP with a driver's license can be found, non-driving DSPs may be called.

Signed this 24th day of April, 2024.

Executed on behalf of:
Canadian Union of Public Employees,
Local 3583 and Local 4909

Executed on behalf of:
Prairie Branches Enterprises Inc.

CUPE Local 3583

Cindy Lawko
K. D. D.
Harper
And J

[Signature]
[Signature]

CUPE Local 4909

Sylvia Theriault
Valerie Fosse

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Prairie Branches Enterprises Inc.
 Box 597 - 2042nd Avenue East Wainie, 81C 80K 4W0
 Phone: 306-943-2088 Fax: 306-943-2089
 Web Address: www.prairiebranches.ca

Letter of Understanding

Between

Prairie Branches Inc. (Employer)

And

Canadian Union of Public Employees Union, Locals 3583 and 4909 (Union)

Re: Wage Re-opener

In accordance with Article 29.03 of the Collective Agreement, the parties agree to apply the following wage increases:

Appendix "A" Salaries and Wages

Effective April 1st, 2025

Classification	Step	April 1 st , 2025 3.0%
Direct Support Professional – Awake, Day Program Worker, SILP Workers, Maintenance	Step 1 (probation)	19.50
	Step 2 (upon completing probation)	20.33
	Step 3	22.07
	Step 4	23.22
Direct Support Professional – Sleep		16.48

All current employees who are on staff as of the date of signing this letter, shall receive 3.00 % per hour on all hours worked retroactive to April 1st, 2025.




Prairie Branches Enterprises Inc.
Box 897 - 208 2nd Avenue East White, SK S0K 4W0
Phone: 308-843-2088 Fax: 308-843-2085
Web Address: www.prairiebranches.ca

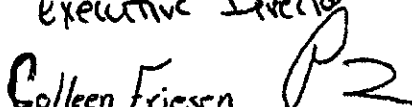
Signed this 2 day of October 2025.

Executed on behalf of: Prairie
Branches Enterprises Inc.
(Employer):

Executed on behalf of:
Canadian Union of Public
Employees, Local 3585 and
4909



Executive Director



Colleen Friesen
(AD of HR)

CUPE Local 3583

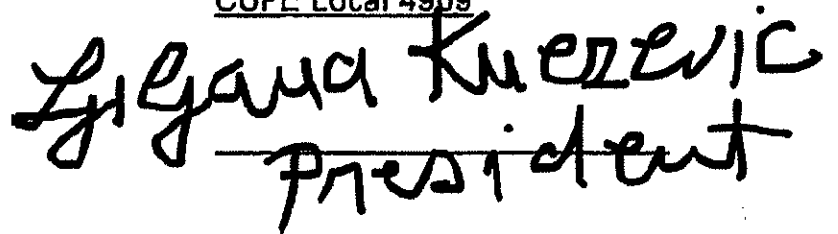


Cindy Louko President



K. D. L. VP

CUPE Local 4909



Ziyana Kuerzovic
President
