

COLLECTIVE AGREEMENT

BETWEEN

COSMOPOLITAN LEARNING CENTRE INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4748**

CUPE / *Canadian Union
of Public Employees*

April 1, 2023 – March 31, 2027

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This Agreement made this 17 day of April, 2024.

COLLECTIVE AGREEMENT

Between

COSMOPOLITAN LEARNING CENTRE INC.

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4748

ARTICLE 1 – PURPOSE

1.01 Purpose of the Organization

The purpose of the Employer and its employees is to provide a consistent and caring environment for mentally and physically disabled participants; to maximize their independence, respect their dignity, enhance their quality of life and to promote the development of each such individual's potential to their highest level of ability.

1.02 Purpose of this Agreement

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

- a) maintains and improves relations between the Local Union and employees in the bargaining unit and the Employer; and
- b) establishes and maintains collective bargaining relations between the Employer and the Union.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

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

- a) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work at least thirty-five (35) hours per week.

- b) A part-time employee is an employee who is appointed to a part-time position and is regularly scheduled to work less than thirty-five (35) hours per week.
- c) A casual employee is an employee who does not work a regular schedule but is scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- d) Temporary specially funded workers hold a position that is funded primarily by job creation or employment training programs administered by the Provincial and/or Federal governments and that lasts for a specific period of time, and that is only open to applicants who meet the funder's criteria. They shall not become members of the Union and are not covered by any of the provisions of this Agreement.

No bargaining unit position shall be eliminated or have its hours reduced as a result of temporary specially funded workers being hired.

- e) Summer student employees are those who are hired by the Employer to work anytime between May 1 and September 10.
- f) Participant/employees are those who work for the organization where the work is done predominantly for the benefit of the individual rather than predominantly for the benefit of the organization, and where the support provided by the Employer is a component of the Employer's mandated services provided for the individual. Participant/employees shall not be considered "employees" as defined in *The Saskatchewan Employment Act* or this Agreement and they shall not become members of the Union, nor are they covered by any of the provisions of this Agreement. If the parties are unable to agree upon whether a particular individual is a participant/employee, they shall refer the matter to the Saskatchewan Labour Relations Board for determination in accordance with this clause.

ARTICLE 3 – SCOPE AND RECOGNITION

3.01 Scope

This agreement shall cover all employees of Cosmopolitan Learning Centre Inc. in Regina, Saskatchewan, except the Executive Director, **Payroll, Benefits and HR Support**, Financial Administrative Support, Human Resources Manager, Program Coordinators (9), Program Manager, Assistant Program Coordinator (2), SARCAN employees and Nurse, Participant/Employees and temporary specially funded workers.

3.02 Recognition

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

ARTICLE 4 – SCOPE

4.01 Management Rights

The Union acknowledges that it is the right of the Employer to manage its operations and to direct the work force except as specifically limited by the terms of this Agreement. The Employer therefore retains all management rights not otherwise expressly abridged by a specific provision of this Agreement. Without limiting or restricting the generality of the foregoing, the Employer has the right to hire, suspend, discipline, discharge, transfer, make and amend rules of conduct for employees.

ARTICLE 5 – UNION SECURITY

5.01 Union Security

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

ARTICLE 6 – DUES CHECK-OFF

6.01 Dues Check-Off

The Employer shall deduct monthly dues from the earnings of each employee in accordance with the procedure designated by the Union. Such funds deducted from an employee's earnings on behalf of the Union shall be remitted to the person designated by the Union within one (1) week of the said deductions accompanied by a list of the names, hours actually worked, gross earnings for the period and the amounts deducted in the said deduction period, date of hire for new employees and date of separation for separated employees.

6.02 Dues Authorization

The Union shall furnish the Employer with dues authorization cards. The Employer agrees to request that all new employees sign the dues authorization cards within thirty (30) days of commencement of employment.

6.03 Dues Receipt

The Employer agrees to record all Union dues paid in the previous year on the employee's Income Tax (T-4) slips.

6.04 Organizational Chart

- a) The Employer agrees to place on the bulletin board(s) a block organizational chart showing the Administrative structure and the line of authority of the Organization, accompanied by an up-to-date list of persons in authority.
- b) The Union shall supply the Employer with an up-to-date list of representatives, officers, stewards and committee members. Changes shall be communicated to the Employer as soon as possible.

ARTICLE 7 – SENIORITY

7.01 Seniority

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

Seniority shall operate on a bargaining unit wide basis.

7.02 Casual Employees Accumulation of Seniority

For casual employees, seniority shall be accumulated based on the number of hours actually worked, excluding overtime.

7.03 Loss of Seniority

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

- a) is discharged for just cause and is not reinstated;

- b) resigns in writing;
- c) fails to report to work after conclusion of a leave of absence;
- d) is continuously laid off in excess of twelve (12) months;
- e) fails to notify the Employer of the employee's intention to return to work within five (5) working days following a recall from lay-off and after being notified by registered mail to do so;
- f) retires from the employ of the Employer;
- g) accepts a position with the Employer outside of the bargaining unit and does not revert to her or his original position in the bargaining unit;
- h) fails to report for two (2) consecutive scheduled shifts without prior authorization from the Employer permitting an absence for those shifts;
- i) is a casual employee and refuses four (4) consecutive offered shifts or has not worked for a period of three (3) consecutive months;
- j) has been continuously off work due to an accident, illness or injury for a period of twenty-four (24) months.
- k) The time limits in paragraph j) above may be extended by the Employer, on application by the employee, supported by a medical certificate stating there is an expectancy of recovery and return to work within a reasonable period of time.

7.04 Maintenance of Seniority

Subject to Article 7.03 of this Agreement, an employee shall maintain accumulated seniority.

7.05 Seniority List

The Employer shall maintain a seniority list showing the current classification, the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union every pay period. Upon proof of error, the Employer shall revise the seniority list. Copies of the seniority list and revisions thereof shall be forwarded to the Union.

ARTICLE 8 – VACANCIES AND NEW POSITIONS

8.01 Job Posting/Posting of Vacancies

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

All permanent vacancies shall be posted for at least four (4) working days to allow employees to apply. Applications must be made in writing by the specified closing date.

Postings shall include probable date of commencement of the position.

If an employee requests additional information about a posting, the Human Resources Manager or designate shall provide such information as is available.

Qualification, experience and ability being equal between all applicants, as solely determined by the Employer, the senior applicant shall be awarded the position.

8.02 Relief Assignments

Relief assignments shall be offered to part-time and casual employees who have the qualifications, experience and demonstrated ability to perform the required work without orientation on an equitable basis, while considering the following:

- currency and retention of casual and part-time employees;
- continuity of care; and
- the organization's regular staffing patterns.

8.03 Relief Assignments for Prolonged Durations

When the Employer determines that a relief assignment of ninety (90) calendar days or longer exists, the relief assignment shall be posted and filled subject to the posting provisions identified in Article 8.01.

- a) Additional postings shall not be required for the position of any employee transferred as a result of the original posting.
- b) An employee may, subject to operational needs, be eligible for any other relief assignment of prolonged duration while filling a relief assignment of prolonged duration.
- c) When the relief assignment of a prolonged duration becomes redundant the employee shall be returned to her former position.

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

8.04 Notwithstanding Article 8.02 or 8.03, a full-time or part-time employee who wishes to become a casual employee of the Employer may provide an election to do so by providing 30 working days' written notice to the Employer of the date for inclusion in its group of casual employees. An employee may only make an election once during their employment with the Employer. An employee who has made an election under this Article 8.04 is not eligible to apply for any full-time or part-time position for a period of twelve (12) months from the date that they are transferred to casual status.

8.05 Probationary Period

Newly hired employees shall be on probation for the first four hundred and twenty (420) hours of their employment within a twelve (12) month period of their date of hire. Employees who fail to attain four hundred and twenty (420) hours within the prescribed period shall be considered as having no working days to their employment credit. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except that an employee who has been disciplined or discharged shall not have access to the grievance/arbitration procedure and may be discharged with or without assigned cause, as solely determined by the Employer, and such discharge shall not be open to review.

ARTICLE 9 – NOTICE OF LAY-OFF AND RECALL

9.01 Definition

A lay-off shall be defined as per *The Saskatchewan Employment Act*.

9.02 Notice of Lay-Off of Employee(s)

Notice of lay-off of employee(s) shall be as provided in *The Saskatchewan Employment Act*.

9.03 Notice of Resignation

Employees shall provide the Employer with two (2) weeks' written notice of resignation. The Employer may waive all or part of this notice. An employee is only entitled to be paid for hours actually worked following notice of resignation.

9.04 Role of Seniority in Lay-Off

When reducing the full or part-time staff, senior employees who have the qualifications, experience and ability, as solely determined by the Employer, to do the work shall be retained. Employees shall be laid off in reverse order of seniority. The least senior employee will be the first laid off.

9.05 Notice of Recall

In the event of recall of a full-time or part-time employee, for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer within five (5) working days of receiving such letter, stating her acceptance or refusal of the employment offered and her intention of reporting for work within the time limits specified in Article 7.03(e). In the event that the employee does not respond within the stated five (5) working day period accepting employment, or the employee fails to report within the required time limits the said employee shall be deemed to be terminated.

ARTICLE 10 – DISCIPLINE AND DISCHARGE

10.01 Just Cause

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

10.02 Personnel Records

Subject to an appointment, and in the presence of the Executive Director or designate, employees shall have the right to have access to and review their personnel records, excluding employment references and to make copies of any material contained in it. Employees shall have the right to have a Union representative present when they review their file.

10.03 Right to Have Steward Present

For discipline involving a verbal warning, written warning, suspension or discharge, an employee shall be advised in advance of disciplinary meetings and have a representative of the Union present and the employee and the Union shall receive a copy of any written discipline imposed. The Union representative and employee shall suffer no loss of pay for time spent in such meetings during regular working hours.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Definition

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

11.02 Grievance Procedure

Step 1:

An employee who may have a grievance shall first seek settlement through informal discussion with their immediate out of scope supervisor.

Step 2:

If the grievance is not satisfactorily resolved, the Union may submit a grievance, in writing, to the Human Resources Manager or designate within ten (10) working days of the occurrence of the alleged violation of the Agreement. The written grievance shall state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated, and what restitution is requested. The Human Resources Manager or designate shall reply in writing within ten (10) working days of the receipt of the grievance.

Step 3:

If the grievance is not satisfactorily resolved, the Union may refer the grievance to the Executive Director or designate in writing within ten (10) calendar days of the Human Resource Manager or designate's response. The Executive Director or designate shall reply in writing within ten (10) calendar days of the receipt of the grievance by the Executive Director or designate.

If the grievance is not satisfactorily resolved, the Union may refer the grievance to arbitration in writing within ten (10) calendar days of the response of the Executive Director or designate.

11.03 Extension of Time Limits

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

11.04 Initiation of Special Meetings

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

11.05 Time Limits to Present Grievance

No grievance shall be considered which is not presented within fourteen (14) working days after the event or circumstances giving rise to the complaint occurred.

11.06 Grievance Involving Dismissal

Where a grievance of a dismissal, lay off or recall occurs, the Employer and the Union may agree to bypass Steps 1 and 2 in this Article.

11.07 Paid Attendance at Grievance Meetings

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

ARTICLE 12 – ARBITRATION

12.01 Single Arbitrator

Where a grievance has been referred to arbitration in accordance with Article 11.02, the parties shall, within thirty (30) calendar days, attempt to agree to appoint a single arbitrator.

Where the thirty (30) calendar days have expired, either party shall have the right, within ten (10) calendar days, to refer the grievance to a Board of Arbitration.

Where neither party refers the grievance to a Board of Arbitration, the Chief Justice of the Court of Queen's Bench shall appoint a single arbitrator.

12.02 Board of Arbitration

a) Appointees

Where a grievance has been referred to a Board of Arbitration under Article 12.01, the party making the referral shall name an appointee to the Board of Arbitration.

Within ten (10) calendar days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration.

Where a party receiving the notice fails to name an appointee within the prescribed time limit, the Chief Justice of the Court of Queen's Bench shall appoint a person to the Board of Arbitration on behalf of that party.

b) Chairperson

Within ten (10) calendar days of the second party's appointment the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

Where the parties fail to agree on the appointment of an Arbitrator, the Chief Justice of the Court of Queen's Bench shall appoint an Arbitrator.

12.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties.

12.04 Decision

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

The Arbitrator or Arbitration Board as the case may be, shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

12.05 Expenses of the Board or Single Arbitrator

Each party shall pay:

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

12.06 Amending of Time Limits

The time limits in the arbitration procedure may only be extended by mutual consent of the parties in writing.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 Union Leave

- a) Insofar as efficient operations will permit, as determined by the Employer, a maximum of two (2) employees, provided both are not scheduled to work in the same program area, shall, upon giving not less than fourteen (14) calendar days notice, be granted an unpaid leave of absence to attend business meetings, schools, seminars, and conventions in connection with Union affairs. Such leave shall be for a maximum of seven (7) calendar days on any one occasion and will not exceed two (2) occasions per year.
- b) The parties agree that the Employer will administer the pay to an employee on an approved Union leave for such period of leave and will charge the Local of the Union for reimbursement of the costs. The Local of the Union will provide such reimbursement of the cost. The Local of the Union will provide such reimbursement to the Employer within seven (7) calendar days of receipt of the advice of the amount for the same from the Employer.

13.02 Jury and Witness Duty

In the event that an employee is required to serve as a juror or to appear in court as a witness, the employee is allowed leave with pay to a maximum of five (5) days on the condition that the juror's fee or witness fee is paid over to the Cosmopolitan Learning Centre Inc. The employee will be required to provide documentation from the court to the Employer to support the summons.

If employees are excused from jury or witness duty for the remainder of the day or days, they shall report back to work.

13.03 Personal Days

Employees shall receive **ten (10)** days per year (January 1 to December 31) at the commencement of the year as personal days. Personal leave days shall not be accumulated from year to year. Personal days shall be leave without pay. Insofar as efficient operations will permit, as solely determined by the Employer, the grant of personal days will be authorized and scheduled by the Employer as follows:

- a) Requests for use of a consecutive block of five (5), six (6), seven (7), eight (8), **nine (9) or ten (10)** personal days shall be made no earlier than six (6) months in advance of the intended use and not later than one (1) month in advance of the intended use (the "5-10 Day Block Window") and shall be responded to within five (5) working days.

Any approval for the use of days within the **5-10** Day Block window will be considered on a first come – first served basis. Where multiple request for use of the **5-10** Day Block Window are submitted by employee(s) on the same day, seniority shall determine preference; and

- b) Requests for use of personal days which are less than five (5) consecutive days shall be made as early as possible after determining the need for the use.

13.04 Interpersonal Violence Leave

Employees shall be granted Interpersonal Violence Leave in accordance with *The Saskatchewan Employment Act*.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 Statutory Holidays

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

Designated statutory holidays are:

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

ARTICLE 15 – ANNUAL VACATION

15.01 Annual Vacation

- a) Vacation year means the twelve (12) months period commencing on the first (1st) day of January in each calendar year and concluding on the thirty-first (31st) day of December of the same year.
- b) Each employee who completes one (1) year of service with the Employer shall be entitled to three (3) weeks annual vacation and 3/52^{nds} of their total wage for the year as annual vacation pay, pro-rated for employees who commence employment during the vacation year.

- c) In the event of termination prior to one (1) year's service, the employee shall be entitled to 3/52^{nds} of their total wages earned to the date of termination.
- d) After ten (10) years of service, employees shall be entitled to four (4) weeks annual vacation and 4/52^{nds} of their total wage for the year as annual vacation.
- e) After fifteen (15) years of service, employees shall be entitled to five (5) weeks annual vacation and 5/52^{nds} of their total wage for the year as annual vacation pay.
- f) After twenty-five (25) years of service, employees shall be entitled to six (6) weeks annual vacation and 6/52^{nds} of their total wage for the year as annual vacation.
- g) Vacation requests must be submitted in writing to the Manager of Human Resources or designate not later than one (1) week prior to the intended vacation date. Earned vacation leave shall be taken at a time approved by the Human Resources Manager or designate.
- h) Vacation leave must be taken in the vacation year following that in which it is earned.
- i) All employees shall have their vacation pay banked for time off during shutdown periods.
- j) Employees who terminate their employment prior to taking earned vacation leave shall receive pay in lieu of vacation.
- k) The Employer retains the right to schedule employee vacations during facility shutdowns and employees shall be required to take their vacation at such times. Any earned vacation in excess of the shutdown periods shall be scheduled in accordance with Article 15.01 (g).

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 Hours of Work

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

16.02 Overtime

Overtime will be paid as provided in *The Saskatchewan Employment Act*. Such time must have been authorized in advance by the Employer.

16.03 No Maximum or Minimum

The hours of work as stated in this Article or Article 2.01 are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

16.04 Shifts

Employees may be temporarily transferred between program areas and shifts to meet the immediate needs of the participants and the organization.

16.05 Rest and Meal Periods

Rest and meal periods will be provided in accordance with *The Saskatchewan Employment Act*.

ARTICLE 17 – SICK LEAVE

17.01 Sick Leave Defined

- a) All full-time employees shall earn sick leave credits at the rate of one (1) day per month of service. Part-time employees shall earn sick leave credits on a pro-rata basis.
- b) Accumulation of sick leave credits shall be allowed to a maximum of **thirty-six (36)** days.
- c) Employees shall be entitled to use sick leave credits to attend to the care of their spouse, parents or children who are ill.

17.02 Compassionate Leave

The Employer shall grant unpaid compassionate leave to employees in conformity with the Employment Insurance Act and Regulations.

ARTICLE 18 – MATERNITY, PARENTAL AND ADOPTION LEAVE

18.01 Maternity, Parental and Adoption Leave

Employees shall be granted Maternity, Parental and Adoption leave in accordance with *The Saskatchewan Employment Act*.

ARTICLE 19 – BEREAVEMENT LEAVE

19.01 Bereavement Leave

Bereavement leave with pay shall be granted to an employee in the event of the death of an employee's current spouse, child, or current common law relationship. Such leave shall consist of a maximum four (4) consecutive days.

Bereavement leave with pay shall be granted to an employee in the event of the death of an employee's brother, sister, parent, grandparent, great grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or equivalent step relations, grandchild and child in which you are the primary caregiver. Such leave shall consist of a maximum three (3) consecutive days.

Bereavement leave without pay shall be granted in the foregoing circumstances for an additional two (2) consecutive days.

One (1) day of bereavement leave with pay shall be granted in the event of a death of the employee's niece, nephew, aunt or uncle.

The Employer may grant additional unpaid leave where needed upon application from the employee stating the reasons for the additional leave.

Bereavement leave shall be taken within a period of time commencing no later than one (1) week before and ending no later than one (1) week after the funeral relating to the death in respect of which the leave is granted. Where special circumstances exist, an employee may request that bereavement leave be divided into two periods notwithstanding the time requirements in this article for taking leave between one week before and one week after the funeral. Such a request is subject to the approval of the Employer. In no circumstances will an employee be eligible for more days off than the employee would have been eligible to receive had the bereavement leave been taken in one undivided period.

ARTICLE 20 – RETIREMENT AGE

20.01 Retirement Age

- a) The normal retirement date of all employees shall be the first day of the month coincident with, or immediately following, the attainment of the age of sixty-five (65).
- b) By mutual agreement between the employee and the Employer, employees may be continued in their employment after this age.
- c) Employees wishing an extension of their employment shall submit a written request to the Executive Director three (3) months prior to their retirement.
- d) The Employer's agreement shall not be unreasonably withheld in the event of an employee's request to work beyond their retirement age.

ARTICLE 21 – GENERAL PROVISIONS

21.01 Bulletin Boards

The Employer will permit the Union to put up bulletin boards in all Centers in a location designated by the Employer so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other Union notices as may be of interest to the employees.

21.02 Plural, Singular, Feminine or Masculine Terms May Apply

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

21.03 Criminal Record Checks

Where an employee is required to provide a criminal record check, other than required as part of the initial hiring process, the employee shall be reimbursed for any fee charged for such check.

21.04 Labour Management Committee

An ongoing Labour Management Committee shall be established to review, discuss and where possible, resolve any issues relating to the workplace except grievances.

The Committee shall consist of a minimum of two (2) and a maximum of four (4) representatives of the Union and a minimum of two (2) and a maximum of four (4) representatives of the Employer.

The Committee shall hold meetings every three (3) months or more frequently when mutually agreed by the Union and the Employer.

ARTICLE 22 – NON-DISCRIMINATION

22.01 The Employer and the Union agree that all parties will adhere to *The Saskatchewan Human Rights Code, 2018*.

ARTICLE 23 – PAYMENT OF WAGES

23.01 Wage Schedule

Wages shall be paid in accordance with Schedule "A" of this agreement.

23.02 Payment of Wages

Employees pay will be based on hourly pay with the pay periods being on the fifteenth (15th) day and last day of each month.

On each payday, employees shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

Any shortage in pay resulting from the incorrect payment of wages shall be rectified as soon as possible.

ARTICLE 24 – EXPENSES AND VEHICLE ALLOWANCE

24.01 Use of Personal Vehicle

When employees are required to use their own vehicles for work related purposes, they shall receive payment of **\$0.53/km** for use that is authorized in advance by the Employer, **starting the first day of the month following ratification.**

ARTICLE 25 – NO STRIKE – NO LOCKOUT

25.01 No Strike – No Lockout

During the term hereof there shall be no strikes, slowdowns or work stoppages on the part of any employee bound by this Collective Agreement or the Union nor

shall there be any form of lockout on the part of the Employer.

ARTICLE 26 – EMPLOYEE BENEFITS

26.01 Benefits

The Employer agrees to make available Health and Dental Insurance, Disability Insurance and Life Insurance to all eligible employees. Premiums shall be cost shared between the Employer and the employee on a fifty-fifty (50/50) basis.

The current Health and Dental Plan includes:

- Basic Dental 80% coverage
- Extensive Dental 50% coverage
- Child Orthodontics 50% coverage
- Medical 80% coverage

26.02 Pension Plan

The Employer agrees to continue the Pension Plan for all eligible employees.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Term of Agreement

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

27.02 Open Period

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

27.03 Negotiation of Wages:

Notwithstanding the provisions of Article 27.02, this Agreement may be opened effective April 1, **2024**, April 1, **2025**, and April 1, **2026**, for the negotiation of the schedule of wages as contained in Schedule "A" in the event the funding agency grants as increase in funding for wages to the Employer or the benefits or the pension costs of the Employer increase. It is understood and agreed that in such event, all other provisions of the Agreement shall remain in full force and effect.

SCHEDULE "A"

Schedule of Wages

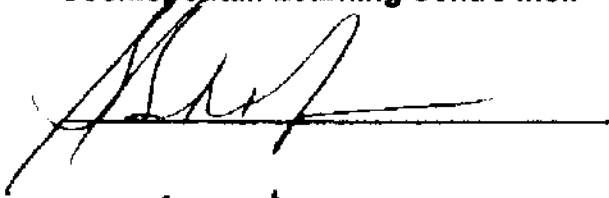
Incremental Periods (in hours)	Start to 1820	1821 to 3640	3641 +
Lifeskills / Employment Support Worker	21.13	22.00	22.90
Public Relations & Career Initiatives Consultant	21.61	22.52	24.36
Admin Support Clerical	21.39	22.25	23.87
Casual	21.13	21.56	21.98

The hourly rates above are effective as of the first pay period following ratification for employees that are actively employed with the Cosmopolitan Learning Centre on the date of ratification.

Retroactive pay between April 1, **2023**, and the date of ratification would be paid at a rate of 3% on regular wages earned between April 1, **2023**, and the date of ratification. In order to qualify for retroactive pay employees must be actively employed on the date of ratification.

Signed this 17th day of April, 2024.

Cosmopolitan Learning Centre Inc.:



Mandy Storm

C. Yare (or per ~~Shady~~) S Magnus.

The Canadian Union of Public Employees and its Local 4748:

Corrina Ward

~~[Signature]~~

DM/mg.cope491

ratified Mar. 25/24

