



COLLECTIVE AGREEMENT

between

**NIPAWIN AND DISTRICT SERVICES
TO THE HANDICAPPED INC.**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3370**

APRIL 1, 2024 to MARCH 31, 2028

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THIS AGREEMENT entered into this 2nd day of July, 2024

between

The Nipawin and District Services to the Handicapped Inc. in the Town of Nipawin, in the Province of Saskatchewan, hereinafter called the "Employer", of the First Part.

and

The Canadian Union of Public Employees, Local 3370, hereinafter called the "Union", of the Second Part.

ARTICLE 1 – DEFINITIONS

1.01 For the purposes of this Agreement, the following definitions shall apply:

1. A full-time employee is 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 17.
2. A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 17.
3. Relief and casual employees are those who do not work a regular schedule or those who are called in for a specific purpose, or those employed on a call-in basis for the relief of full-time or part-time employees.
4. A supported employee is one who requires ongoing training and support in the employment setting in order to maintain employment.
5. The probationary period for new employees shall be a period of ninety (90) worked days or six-hundred and seventy-two (672) hours whichever comes first.
6. The trial period for employees transferring to vacant positions shall be sixty (60) worked days.
7. Term position is a position that has a set start date and end date. The posting may indicate that the end date may be extended. Term positions end when the term expires or when the client leaves.

ARTICLE 2 – RECOGNITION

2.01 No Discrimination

a) 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, political activity, marital status, sexual orientation, gender identity, place of origin, place of residence, family relationship and/or religious affiliation except as permitted by *The Saskatchewan Human Rights Code*.

b) 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.

c) Occupational Health and Safety

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

d) Participation in the Armed Forces

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion by reason of participation in the armed forces.

e) Employee, Supervisor or Manager

The Employer and the Union agree that there shall be no discrimination by reason of carrying out their duties as an employee, supervisor or manager.

ARTICLE 3 – SCOPE

3.01 This Agreement shall apply to all employees of Nipawin and District Services to the Handicapped Inc., except the Managing Director, Assistant Managing Director, Office

Clerk, **Participants**, Book Keeper, Program Co-ordinator and all employees working at recycling depots.

3.02 All correspondence between the Parties hereto, arising out of this Agreement shall pass to and from the Managing Director and the Secretary of the Local.

3.03 Use of Volunteers

- a) 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 or reduction of hours of any employee covered by this Collective Agreement, nor will **volunteers** be used to fill established or newly created positions within the Bargaining Unit.
- b) **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 4 – MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to manage and to direct the work force except as 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.

ARTICLE 5 – UNION RECOGNITION AND SECURITY

5.01 Recognition

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

5.02 Union Security

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, with thirty (30) days after the commencement of their employment, apply for 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.

5.03 **New Employees**

- a) **The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment.**
- b) **A representative of the Union shall be given an opportunity to meet with new employees within regular hours and without loss of pay, for a maximum of fifteen (15) minutes. The Union representative will provide the new employee with a copy of the Collective Agreement. Scheduling of such orientations shall be subject to client needs.**

5.04 **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.

5.05 **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.

5.06 **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.

5.07 **Management – Union Committee**

a) **Joint Committee**

A joint Management-Union Committee shall be established to discuss such matters of mutual interest as may arise from time to time in the operation of the Employer.

b) **Composition**

- i) **The Committee shall comprise equal representation of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union.**

- ii) The CUPE National Representative and the SARC Labour Relations Consultant may attend but they **will** count towards the three representatives unless the Parties agree otherwise.
- c) Meetings
- i) The Parties shall meet when mutually agreed, however, it is hereby agreed that the meetings shall normally take place no less than twice each calendar year.
 - ii) Employees will attend meetings without loss of pay.

ARTICLE 6 – DUES CHECK OFF

- 6.01 Upon receipt of a written request from any employee, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the Local's Secretary Treasurer to receive the same, within two (2) weeks after the deductions have been made, the Union dues, assessments and initiation fees regularly required of all members. The Employer shall furnish to the Union a written list of the employees from whom such deductions have been made during the previous month.
- 6.02 The Union shall furnish the Employer **with dues authorization cards and/or authorization forms in electronic fillable format.**
- 6.03 The Employer agrees to record all Union dues paid in the previous year on the employees' income tax (T-4) slips.

ARTICLE 7 – SENIORITY

- 7.01 A new full-time or part-time employee shall be on probation for a combined (exclusive of layoff) working period of ninety (90) worked days or six-hundred and seventy-two (672) hours whichever comes first. A new employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of Handiworks. Employees shall accumulate seniority, in accordance with the above provisions, on the basis of the number of hours worked. An employee shall earn seniority for:
- i) all actual regular hours worked
 - ii) Statutory Holiday hours
 - iii) hours of vacation pay
 - iv) all paid leave (including WCB, LTD, **Maternity Leave, Parental Leave**)

- v) authorized unpaid leave up to thirty (30) calendar days at one time to a maximum of 2,080 hours per year of employment
- vi) any period of unpaid absence due to illness or disability until seniority is broken under the provisions of Article 7.03

7.02 During the probationary period, employees may be terminated for unsuitability.

7.03 Seniority shall be broken and all rights forfeited when:

- i) an employee is dismissed by the Employer for cause
- ii) an employee voluntarily leaves the service of the Employer
- iii) an employee fails to report to work after leave of absence
- iv) an employee fails to report for work on recall after layoff within ten (10) days of receipt of a Registered letter of recall
- v) an employee has been continually laid off due to lack of work for a period of twelve (12) months
- vi) an employee has been continually off due to accident or sickness for a period of twenty four (24) months; the time limits may be extended by the Employer, on application by the employee, supported by a medical certificate stating that there is an expectancy of recovery within a reasonable period of time
- vii) an employee is absent from work without authorization unless there is a reason for the absence which is acceptable to the Employer
- viii) a relief employee who has been offered but has refused work for the Employer for a period of ninety (90) days exclusive of approved leaves of absence

7.04 The Employer agrees to post a seniority list on a monthly basis. Such list will include the accrued seniority of each employee.

7.05 Posting of Vacancies

- a) All vacancies or newly established positions shall be posted internally for at least seven (7) calendar days to allow all employees to apply. The job posting shall include required qualifications and rates of pay, hours of work and location. Copies of all postings shall be provided to the Recording Secretary.
- b) Employees shall be entitled to bid for vacancies by means of written application. Where qualifications and ability are relatively equal, the senior applicant shall be awarded the position.
- c) Employees selected to fill a vacancy in accordance with this Article shall be on trial in the new position for a period of **thirty (30) worked days** from the date of appointment. During this period, employees **appointed to a permanent position shall not be eligible to apply for any other temporary vacancies.** Employees may be returned by the Employer or voluntarily choose to return to

their former position, without loss of seniority and benefits, if they are not capable of satisfactorily performing the job.

7.06 Call-In Procedure

- a) The Employer will be responsible for all scheduling and call-ins from 9:00 a.m. Monday to 4:30 p.m. Friday. Times may vary slightly based on operational requirements.
- b) Temporary performance of call-in duties as outlined in this Article from 4:30 p.m. Friday to 9:00 a.m. Monday as well as on Statutory Holidays (times may vary slightly based on operational requirements) will be assigned to the most senior 12-hour Residential Care Workers scheduled to work that weekend, long weekend or Statutory Holiday, for their workplace.
 - The employee assuming the Friday, Saturday, Sunday and Statutory Holiday call-in duties is understood to not be assuming any supervisory duties, but only following instructions provided by the appropriate supervisor/Employer.
- c) The Employer shall provide an up-to-date call-in list for each classification and location on a quarterly basis to each branch.
- d) To be placed on a call-in list(s), part-time and casual employees shall indicate, in writing, monthly their availability including those days, shifts, classification and location(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.
- e) On a quarterly basis, the Employer will distribute to the Recording Secretary, a list of employees who have indicated a willingness to do extra shifts on a call-in basis. The list will be in order of seniority and indicate the employee's availability and their desire to be orientated or trained with other positions.

If an employee has not worked a casual shift 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, they shall be removed from the call-in list for the remainder of that quarter.

- f) The opportunity to work additional shifts or expand their hours shall increase according to seniority and sufficient ability to perform the work. Where employees agree to work additional hours that fall outside their regularly assigned schedules, such work shall be offered first to part-time employees oriented for that branch that are on the call-in list in the order of seniority and second to casual employees.

- g) If an employee cannot be found to fill the shift, the scheduled employee will be required to report, until they can be replaced.
- h) Once an employee has accepted a call-in assignment, they are committed to work except when they are granted an approved leave.
- i) If an employee is offered a call-in assignment that will result in overtime, the employee is required to inform the Employer of that fact and the employee will not be offered the assignment.
- j) Employees will not be appointed to a call-in assignment if it results in overtime.
- k) If an assignment cannot be filled through the Call-in Procedure, the Employer may then fill it through overtime, in order of seniority including full-time employees who have indicated their willingness to take additional shifts.
- l) No discipline shall result from the assumption of call-in duties except where there is a pattern of not following call-in protocols or there is misconduct not related to the call-in protocol.
- m) A shift premium of one dollar (\$1.00) shall be applied to all hours (as set out in Article 7.06 a) and b) worked by employees assigned such duties regardless of whether any call-ins occurred.

7.07 Overtime Call-in Procedure

- a) The Employer will be responsible for all scheduling and call-ins except as outlined in Article 7.06 a) and b).
- b) Once the Call-in Procedure has been exhausted, the Employer shall utilize the overtime Call-in Procedure, in order of seniority including full-time employees who have indicated their willingness to take additional shifts.
- c) The Employer shall maintain an overtime list for each classification and location. Copies of such lists shall be provided to the Recording Secretary.
- d) To be placed on an overtime/call-in list(s), employees shall indicate, in writing, their availability including those days, shifts, classification and location(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.
- e) On a quarterly basis, the Employer will distribute to the Recording Secretary, a list of employees who have indicated a willingness to work overtime. The list will be in order of seniority and indicate the employee's availability.

- f) Overtime shall be offered in order of seniority to employees who are capable of performing the required work and are already oriented to the house/shift provided they are not already scheduled to work during the time period except as noted in Article 7.07 c).
- g) If an employee is already on shift, the scheduled employee will be required to stay until they can be replaced or a suitable arrangement can be made.
- h) Once an employee has accepted an overtime assignment, they are committed to work except when they are granted an approved leave.

ARTICLE 8 – NOTICE OF TERMINATION OR LAYOFF OF EMPLOYEE

8.01 Except for just cause other than shortage of work, no Employer shall discharge or layoff an employee who has been in their service for at least three (3) continuous months without giving that employee at least:

- i) one week's written notice, if their period of employment is less than one (1) year
- ii) two weeks' written notice, if their period of employment is one (1) year or more but less than three (3) years
- iii) four weeks' written notice, if their period of employment is three (3) years or more but less than five (5) years
- iv) six weeks' written notice, if their period of employment is five (5) years or more but less than ten (10) years
- v) eight weeks' written notice, if their period of employment is ten (10) years or more

ARTICLE 9 – LAYOFFS AND RECALLS

9.01 Reduction of Hours

When the Employer is considering changes which will result in the layoff of employees, the Employer will notify the Union at least seven (7) calendar days in advance of issuing layoff notices to employees.

9.02 Layoff Defined

A layoff will be defined as a reduction in staff or a reduction in the hours of work per rotation of any full-time or part-time employee.

9.03 Role of Seniority in Layoffs

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

9.04 Recall

Employees on recall will be subject to the following:

- a) Employees may elect to work as a casual employee in accordance with Article 7.06 or temporary positions, if available, without prejudicing their right to re-employment.
- b) Employees on recall will be notified by Registered Mail and phone call of any vacant or new positions.
- c) It shall be the responsibility of all laid off employees to keep the Employer and the Union advised of their current address and telephone number.

9.05 No New Employees Hired

No new employees will be hired until those laid off have been given an opportunity for re-employment subject to their qualifications and ability to perform the duties.

ARTICLE 10 – OCCUPATIONAL HEALTH AND SAFETY

10.01 Occupational Health and Safety Legislation

Handi-Works agrees to comply with the provisions of *The Saskatchewan Employment Act – Part III, Occupational Health and Safety and related Regulations*.

10.02 Occupational Health and Safety Information

- a) Copies of *The Saskatchewan Employment Act – Part III, Occupational Health and Safety and related Regulations* shall be available in each workplace.
- b) Employees shall not remove *The Saskatchewan Employment Act – Part III, Occupational Health and Safety and related Regulations* that are available in each workplace.

10.03 Harassment in the Workplace

The Employer and the Union agree that **harassment** in the workplace is not acceptable and agree to work together towards the **elimination** of harassment.

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

- 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, Union activity; 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.

Personal Harassment

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

Complaint Procedure

Employees will report any alleged incident of harassment in the workplace to the Employer. Complaints will be dealt with promptly upon the Employer becoming aware of the alleged incident(s) as per the investigation process outlined in Nipawin Handiworks Policy #401 using the NDSHI Harassment Investigation Checklist.

ARTICLE 11 – NO STRIKE OR LOCK-OUT

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

11.02 The Employer shall not cause a lock out during the term of this Collective Bargaining Agreement.

ARTICLE 12 – DISCIPLINE

12.01 **The Employer shall inform the employee of their right to Union representation for disciplinary investigations and discipline meetings. The employee shall be responsible for ensuring they have Union representation. The Employer shall so notify the employee, twenty-four (24) hours in advance, of the purpose of the meeting, in order that the employee may contact their Union representative to be present at the interview if the employee so desires.**

The meeting shall take place as soon as reasonably possible after the date of the incident bringing rise to the discipline.

Non-disciplinary Coaching

The Employer encourages the concept of non-disciplinary coaching for performance issues.

12.02 **The Parties to this Agreement recognize the usual steps of corrective/progressive discipline:**

- i) **Verbal reprimand**
- ii) **Written reprimand**
- iii) **Suspension**
- iv) **Dismissal**

It is understood that the normal progression through the steps may be altered depending on the severity of the offence.

12.03 **Personnel Files**

- a) **Upon request to the Managing Director or designate, employees shall be entitled to view their personnel files within two (2) office days.**
- b) **With written permission of the employee, a Union representative may attend such viewing. Such viewing shall be in the presence of management.**
- c) **Employees may request copies of specific documents. Reasonable requests shall not be denied.**
- d) **With permission of the employee, the Union may request copies of specific documents from an employee's file. Reasonable requests shall not be denied.**

12.04 **An employee, other than a probationary employee as in Article 7.02, who claims to have been unjustly disciplined or discharged shall have the right to have the matter heard through the Grievance and Arbitration Procedure.**

12.05 Formal verbal and written reprimands and/or letters of suspension two (2) years and older, **with the exception of those involving abuse in which shall remain in the employee's file for a period of five (5) years**, will not be used against an employee in any disciplinary action unless the incident in the formal verbal or written reprimand and/or letter of suspension has been repeated in the two (2) year term.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 A grievance shall be defined as any dispute between the Employer and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement.

13.02 Any grievance submitted shall be in writing, be signed by the grieving employee and/or the Union, and shall specify the Article and Section of the Agreement alleged to have been violated and the redress or adjustment requested.

13.03 Representation

- a) The Employer recognizes an employee's right to be represented by the Union at any meetings with the Employer **within** this Article. Such Officer or Steward shall not suffer loss of regular pay as a result of time spent in such meetings.
- b) To provide an orderly process for settling grievances, the Union will notify the Employer of any change of officers within fourteen (14) working administration days. Only those identified on the list and a Union National Representative are authorized by the Union to file grievances. Changes shall be communicated to the Employer as soon as possible.

13.04 Grievances shall be presented within fourteen (14) working administration days after the event or circumstances giving rise to the complaint came to the attention of, or should have come to the attention of, the employee or employees concerned.

13.05 Grievance Procedure

After a grievance has been filed at Step 1 by the Union, it becomes property of the Union.

Termination grievances shall start at Step 2 of the grievance process.

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

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

Informal Discussion

It is understood that before a grievance is submitted at the Step 1, the Union shall attempt to resolve the dispute through discussion with their immediate out-of-scope supervisor.

Accordingly, a Union Representative who has received a report of a matter for grievance shall, within fourteen (14) working administration days of the incident or becoming aware of the incident, set up a meeting to discuss the issue with their immediate out-of-scope supervisor. The employee may, at the discretion of the Union and employee, participate in these discussions. The Employer will be advised that these discussions constitute the Informal Discussions step of the grievance process. The Employer shall render a decision in writing to the Union Representative, with a copy to the Local Union President within fourteen (14) working administration days of the meeting. Any resolutions agreed at this stage of the grievance process are without prejudice and precedence.

If the matter is not settled to the Union's satisfaction, the Union may proceed Step 1.

Step 1

If there is not a suitable solution during the informal discussion, the Union may present a written grievance to the immediate out-of-scope supervisor. If an adjustment satisfactory to the employee concerned is not made within fourteen (14) working administration days of the time it is brought to the attention of the employee's supervisor, the grievance shall proceed to Step 2.

Step 2

Failing satisfactory adjustment within the time limit of Step 1, the Union may, within fourteen (14) working administration days, but not thereafter, from the time the employee's supervisor gave an answer or refused to give an answer, submit the grievance to the Managing Director of the Employer. The Managing Director shall provide a written decision to the Union within fourteen (14) working administration days from the receipt of the grievance in writing.

Step 3

Failing satisfactory adjustment within the limit of Step 2, the Union may, within fourteen (14) working administration days, but not thereafter, from the time the Managing Director gave an answer or refused to give an answer, submit a written grievance to the Executive Committee of the Employer. The Committee shall consider the grievance and shall provide a written decision to the Union within fourteen (14) working administration days from the receipt of the grievance in writing.

- 13.06 a) If satisfactory settlement is not reached in Article 13.05, either party may request arbitration providing the request is made in writing within, but not after twenty-eight (28) working administration days of the decision in Step 3.
- b) The party initiating the request for arbitration shall put forth the name an arbitrator for consideration in the initial request.
- c) Should the Parties be unable to agree on an Arbitrator within sixty (60) working administration days, the rules and procedures set forth in *The Saskatchewan Employment Act, Part VI, Labour Relations*, shall apply.

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

13.08 The decision of the Arbitrator shall be final and binding on both Parties.

13.09 Arbitration Expenses

The Employer and the Union shall equally bear the fee and expenses of the Arbitrator.

13.10 The time limits specified in Article 13.04 through to Article 13.07 above may only be extended by the written agreement of the Employer and the Union. In the absence of such agreement, the following shall apply:

- a) Should the Employer fail to reply within the required time limits, the Union shall have the right to proceed to the next step.
- b) Should the Union fail to proceed to the next step within the required time limits, the grievance shall be deemed to be abandoned.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 An unpaid leave of absence may be granted to an employee if staffing and scheduling permits and provided the employee furnishes a valid reason for requiring such leave. Such leave shall not be unreasonably denied. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least fourteen (14) working administration days in advance.

14.02 An employee on leave of absence without pay shall not be eligible for payment of Statutory Holidays, which fall during the authorized period of absence.

14.03 Seniority does not accumulate for any leave of absence of more than thirty (30) working days in duration.

14.04 Leave Without Pay for Union Business

- a) Insofar as efficient operations will permit, a maximum of two (2) designated employees may, upon not less than fourteen (14) working administration days' written notice of request, be granted a leave of absence without pay and without loss of benefits except as provided in Article 14.02 above, to attend conventions, conferences or meetings in connection with Union affairs. Such leave shall be granted for a maximum of five (5) working administration days for any one leave.
- b) The Employer may waive any portion of the notice period.
- c) An employee granted leave under this Article shall earn vacation credits, sick leave credits and Designated Holiday pay.
- d) The Employer(s) agrees to continue to pay normal salary, supplementary earnings and benefits to employees delegated on a short-term basis of one (1) month or less to attend to Union business and that the Employer(s) is to charge the Local of the Union for reimbursement of the cost. Such costs shall only include:
 - i) Actual lost wages
 - ii) Employer(s)'s share of Canada Pension contributions
 - iii) Employer(s)'s share of Employment Insurance premiums
 - iv) Employer(s)'s share of Pension contributions or equivalent
 - v) Employer(s)'s share of Group Insurance premiums
 - vi) Employer(s)'s share of Disability Income contributions
 - vii) Employer(s)'s share of Dental Plan
 - viii) Workers' Compensation premiums
 - ix) Extended Health Plan and Enhanced Dental Plan Premiums
- e) On leaves of absence of more than one (1) month and at the request of the Local of the Union, the Employer(s) agrees to pay normal salary and benefits to an employee and will charge the Local of the Union, in addition to those costs set forth above, an amount for the following benefits:
 - i) Annual vacation
 - ii) Sick leave
 - iii) Designated holidays

14.05 Employees shall be granted maternity, paternity and adoption leave as provided by *The Saskatchewan Employment Act*.

14.06 Jury Duty or Witness Leave

When an employee is subpoenaed for jury duty or as a Crown witness, such employee shall not suffer any loss of regular pay. The amount paid by the Employer shall be the difference between the employee's regular pay and the indemnity paid by the Court.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 Employees shall be entitled to the following days off with pay, in the amount of their regular earnings had they worked that day:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments applicable in Saskatchewan.

Wages to be paid and affect on vacation taken shall be governed by *The Saskatchewan Employment Act*.

ARTICLE 16 – ANNUAL VACATION

16.01 **Vacation year means the twelve (12) month period commencing January 1 of each calendar year and concluding December 31.**

16.02 The Employer agrees to provide all employees with annual vacations as provided by the provisions of *The Saskatchewan Employment Act*. Employees will be entitled to

- i) **four (4) weeks after ten (10) years**
- ii) **five (5) weeks after fifteen (15) years**
- iii) **six (6) weeks after twenty (20) years**

- 16.03 Part-time employees shall have the option of receiving vacation pay monthly or paid vacations.
- 16.04 Vacation entitlements for all employees shall be indicated on their pay statements. Statements will be distributed to every employee in May and November with their vacation pay calculations shown.
- 16.05 Except as provided in Article 16.02 above, an employee shall be entitled to receive vacation in an unbroken period when mutually agreed upon between the employee and Employer.
- 16.06 a) The Day Programs (Developmental and Production) shall have a one (1) week Annual Vacation Shutdown at Christmas and two (2) weeks' Summer Shutdown (in addition to any Statutory Holidays as listed in Article 15.01 that fall during these time periods). Dates for these shutdowns shall be mutually agreed upon by the staff working in these Programs.
- b) The balance of vacation entitlement for individual employees to be applied for separately from the shutdowns but may be used in conjunction with the shutdowns.
- c) For Christmas Shutdown, the dates shall be mutually agreed by November 1 of that year and for Summer Shutdowns the dates shall be mutually agreed by May 1st of that year.
- 16.07 Full-time employees required to work on Saturdays and/or Sundays as part of their regular schedule shall be allowed one (1) week of leave without pay, but with all benefits, per year, at a time mutually agreed by the employee and the Employer.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 Full-time hours are as follows:

Activity Workers	8 hours/day	40 hours/week
SILP Worker	8 hours/day	40 hours/week
Shop Supervisor	8 hours/day	40 hours/week
Team Leader	8 hours/day	40 hours/week
Developmental Supervisor	6 hours/day	30 hours/week
Residential Care Worker	12 hours/shift	80 hours averaged/2-week period
Part-time Care Worker	up to 8 hours/shift	68 hours averaged/2-week period

17.02 This section shall apply to employees employed in the classification of Residential Care Worker.

- a) Full daily hours shall consist of twelve (12) consecutive hours as scheduled by the Employer. The schedules for the Residential Care Workers will be determined and agreed to by the Employer and the Union.
- b) All hours worked in excess of twelve (12) hours per day or eighty (80) hours in a two (2) week period shall be classed as overtime and paid at overtime rates.
- c) In respect of each period during which one or more public holiday(s), as defined in Article 15.01 occurs or occur, the hours in each period as prescribed above will be reduced by eight (8) hours in respect of each such holiday.
- d) **Residential Care Worker employees required to work in excess of two (2) hours during the period of 00:01-07:00 shall be paid, in addition to their regular rate of pay, twenty-five cents (\$0.25) per hour. Shift differential will not apply if an employee is working at overtime rates of pay.**
- e) **No pyramiding or duplication of differentials, premiums or statutory holiday pay shall occur and shift differential will only apply to actual hours worked.**

17.03 Authorized hours worked by employees in excess of the hours specified above shall be paid one and a half (1 ½) the regular rate of pay.

- 17.04 a) Employees working an eight (8) hour shift will be allowed two (2) rest periods of fifteen (15) minutes as near as possible to midway of each half of the shift.
- b) **Employees working a twelve (12) hour shift shall be allowed two (2) rest periods of fifteen (15) minutes in their shift provided a second staff member is present and actively supervising clients.**

17.05 Employees shall receive a minimum of two (2) regularly scheduled consecutive days off.

17.06 Insofar as operation efficiency will permit, all full-time employees will have a minimum of every second weekend off.

17.07 Residential Care Workers shall be scheduled to work no more than four (4) shifts straight unless otherwise agreed upon between the Employer and the employee.

ARTICLE 18 – JOB CLASSIFICATION AND PAYMENT OF WAGES

- 18.01 Handi Works agrees to pay all employees covered by this Agreement not less than the Schedule of Wages as set out in Schedule "A" attached and made part of this Agreement.
- 18.02 The Union acknowledges the need for the flexibility of job classifications requiring employees to perform services outside of their job classification in order to ensure the efficient operation of Handi-Works.
- 18.03 The wage rates of new classifications, within the scope of this Agreement, shall be negotiated by both Parties. The Employer reserves the right to establish a rate of pay and fill any resulting positions pending the conclusion of such negotiations.
- 18.04 The Employer agrees to draw up job descriptions for all classifications within the scope of this Agreement. These job descriptions shall be discussed with the Union prior to posting.
- 18.05 a) Earnings shall be paid on a bi-weekly basis.
- b) All shifts started within a pay period shall be paid out in that pay period (including hours after midnight on the cut off day).
- c) Employees shall be responsible to submit their time sheets by the required deadline to ensure the Employer can meet the bi-weekly deadline.
- 18.06 Each employee will be provided an itemized statement as required by *The Saskatchewan Employment Act, Part II – Employment Standards* and will also include the sick leave balance and vacation pay balance.

ARTICLE 19 – BENEFITS AND GROUP INSURANCE

19.01 Definition

"Sick Leave" means the period of time an employee is absent from work due to illness for which compensation is not covered by *The Workers' Compensation Act*.

19.02 Annual Paid Sick Leave

All full-time employees shall earn sick leave at the rate of **ten (10) hours** per month of service. Part employees who work an average of **twenty (20) hours** or more per week shall receive sick leave credits on a pro rata basis. Accumulation of sick leave shall be allowed to a maximum of **two hundred (200) hours**.

19.03 A Doctor's certificate may be required for any sick leave more than three (3) days and shall be required for any sick leave of more than five (5) days. A Doctor's certificate may be required for any sick leave if requested by the Employer.

19.04 Deductions From Sick Leave

- a) A deduction shall be made from accumulated sick leave credits of all scheduled **full-time and part-time** hours absent for sick leave. Employees who do not have accumulated sick leave shall be allowed an unpaid leave of absence or shall be allowed to use vacation credits. **Full-time and Part-time employees who have requested, and been approved, to step down to casual status shall not be eligible to make deductions from sick leave and shall have their accumulated sick leave zeroed out.**
- b) Where possible, employees will schedule medical appointments other than emergent, specialist or out-of-town, during their scheduled time off. An employee who is unable to make arrangements for medical or dental appointments outside of scheduled work time will be granted up to three (3) days per year to be deducted from accrued sick leave.
- c) Employees shall be required to provide proof of the appointment.

19.05 Illness in the Family

Where no one other than the employee can provide for the needs during illness of their dependent child, partner or parent, an employee shall be entitled, after notifying their manager or designate, to use a maximum of **five (5)** accumulated sick leave days per fiscal year to care for their family member.

19.06 Call-in Times When Sick or Unable To Work Because of Illness

When an employee is unable to work a pre-scheduled shift, they shall speak to the Managing Director or designate at least three (3) hours before their scheduled shift or as early as reasonably possible.

19.07 Pressing Necessity

In cases of pressing necessity, special leave of absence with pay and accumulation of seniority rights may be granted by the employee's immediate supervisor. Payment for such leave shall be deducted from accrued sick leave credits.

19.08 a) Bereavement Leave

- i) When a death occurs in the employee's immediate family (father, mother, spouse, partner, fiancé(e), son or daughter, brother, sister **grandchild**), Bereavement Leave of Absence, if required by the employee, will be granted, with a maximum of five (5) working days without loss of pay. In addition, one (1) day pressing necessity, if required, shall be granted.
- ii) When a death occurs in the employee's extended family (father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law or daughter-in-law, and other relatives who regularly reside with the employee), Bereavement Leave of Absence, if required by the employee, will be granted, with a maximum of three (3) working days without loss of pay. In addition, one (1) day pressing necessity, if required, shall be granted.
- iii) Should a death occur in the employee's immediate family (as defined in Article **19.08**) while the employee is on annual vacation, bereavement leave shall be granted to the employee with no loss of vacation leave. Annual vacation will be rescheduled to a time that is mutually acceptable to the employee and the employee's immediate supervisor.

b) Mourner's Leave

Subject to operational requirements, one (1) day leave shall be granted for an employee required to attend as a participant of the funeral and one-half (½) day mourner's leave shall be granted when requested by an employee. All leaves shall be without pay or benefits.

19.09 The Employer will provide all eligible employees with the following group benefits in accordance with present policies for the term of this Collective Agreement.

Group Life Insurance	- Paid 100% by Employer
Long Term Disability Insurance	- Paid 100% by Employer
Accidental Death and Dismemberment	- Paid 100% by Employer

19.10 Pension and Benefit Premiums

a) Benefits

The Employer agrees to include Extended Health Benefits, Group RRSP and Dental Plan funded on a 50/50 cost-shared basis between the employees and the Employer, at a single coverage rate.

b) Group RRSP

The Employer shall contribute four percent (4%) towards the Group RRSP and the employees shall also contribute four percent (4%).

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

ARTICLE 20 – AUTOMOBILE ALLOWANCES

20.01 a) The per kilometer rate will be for actual distance travelled and the round rate will be round trips less than nine (9) kilometers where passengers are not being transported. However, employees will not be required to transport residents in their personal vehicles.

Fuel Prices/litre	Kilometer Rate	Round Trip Rate
Up to \$1.19	.40/km	\$5.00 per trip
\$1.20 to \$1.34	.42/km	\$5.50 per trip
\$1.35 to \$1.49	.44/km	\$6.00 per trip
\$1.50 to \$1.64	.46/km	\$6.50 per trip
\$1.65 to \$1.79	.48/km	\$7.00 per trip
\$1.80 to \$1.94	.50/km	\$7.50 per trip
\$1.95 to \$2.08	.52/km	\$8.00 per trip
\$2.09 to \$2.22	.54/km	\$8.50 per trip
\$2.23 to \$2.36	.56/km	\$9.00 per trip
\$2.37 to \$2.50	.58/km	\$9.50 per trip
\$2.51 to \$2.64	.60/km	\$10.00 per trip

The automobile allowance will be reviewed and adjusted if required, quarterly (January 1, April 1, July 1 and October 1).

b) The Employer will make available cleaning supplies and equipment for the employees' use in private vehicles.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement will become effective on April 1, 2024, and shall continue in effect until March 31, 2028, and automatically from year to year thereafter unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one-hundred twenty (120) days prior to the expiry date of this Agreement.

21.02 Funding Increase

- a) Notwithstanding the provisions of Article 22.01 above, this Agreement may be opened for the negotiation of monetary items when the funding agency provides a funding increase for wages, benefits and relief. The negotiations shall be limited to monetary items or such areas that are targeted by the funding agency and shall not exceed the funding increase.
- b) Either party intending to enter into such negotiations of wages shall serve the other party with not less than thirty (30) and not more than sixty (60) days' written notice of intent. Negotiations will commence at a mutually agreed date once the Employer confirms the funding increase.
- c) It is understood and agreed that in such event, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 – INDEMNITY

22.01 The Employer agrees to defend, save harmless, and indemnify all CUPE Local 3370 employees from any proceedings which may be brought against them and which arise from the performance of their duties, except where the employee's negligence or act of malice results in a judgment against the employee.

Any settlement the Employer wishes to enter into shall not void the above.

ARTICLE 23 – RETROACTIVITY

No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

SCHEDULE "A" – WAGES

- * The Parties agree the following negotiated increases in "Schedule A" are contingent upon the funding agency providing a funding increase for wages to the Employer for the fiscal year of April 1, 2024 to March 31, 2025.
- * The negotiated increases shall come into effect the first full calendar month after the Employer receives their approved and amended "Agreement for Services" from the funding agency.

Classification		April 1, 2023	April 1, 2024
Residential Care Worker Part-time Care Worker SILP Worker Developmental Supervisor Shop Supervisor	Start – 1040 hours	\$20.11	\$20.52
	1041 hours – 3120 hours (18 months)	\$20.84	\$21.26
	3121 hours (+ 18 months)	\$22.34	\$22.79
Activity Worker	Start – 1040 hours	\$19.19	\$19.58
	1041 hours – 3120 hours (18 months)	\$19.79	\$20.19
	3121 hours (+ 18 months)	\$20.74	\$21.16
Team Leader	Start – 1040 hours	\$23.01	\$23.47
	1041 hours – 3120 hours (18 months)	\$23.31	\$23.78
	3121 hours (+ 18 months)	\$24.69	\$25.19

Total hours of service determine the placement on the scale. Lateral moves, promotions and demotions are based on total hours of service and move on the scale accordingly.

The Shop Supervisor or designate will be reimbursed an additional \$8.00 per hour for time that is spent involved in maintaining, repairing and construction of furniture, equipment and structures for the Employer.

Retroactivity Wages

All current employees who are on staff as of Date of Ratification (July 2, 2024) shall receive 2.00% per hour on all hours paid. The 2.00% will be retroactive to April 1, 2024.

SIGNING PAGE

SIGNED THIS 24th DAY OF July, 2024

IN THE TOWN OF NIPAWIN, SASKATCHEWAN

EXECUTED ON BEHALF OF:

NIPAWIN AND DISTRICT SERVICES
TO THE HANDICAPPED INC.

Elaine Palmer

Shirley Cameron

Kmer

Dayna O'Donnell

EXECUTED ON BEHALF OF:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3370

K. Lee

Annette Welsh

J. Rynn

C. Leuk

[https://cupe.sharepoint.com/sites/saskatchewanstaff/shared documents/locals/3370 nipaw n & district services to the handicapped/collective agreements/2024-2028/collective agreement l3370 2024-04-01 to 2028-03-31.docx](https://cupe.sharepoint.com/sites/saskatchewanstaff/shared%20documents/locals/3370%20nipaw%20n%20&%20district%20services%20to%20the%20handicapped/collective%20agreements/2024-2028/collective%20agreement%20l3370%202024-04-01%20to%202028-03-31.docx)
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