

COLLECTIVE AGREEMENT

Between

Bethany Home



Giving
Hope
Today

(Hereinafter referred to as the "Employer")

and

CUPE / Canadian Union
of Public Employees

Local 5531

(Hereinafter referred to as the "Union")

May 29, 2023 to May 31, 2027

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ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- e) Both parties agree to act in a fair and reasonable manner.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

- a) **Employee** means a person who is employed by the Employer in one of the positions listed in Schedule A.
- b) **Employer** is The Salvation Army (Bethany Home).
- c) **Probationary Employee** is an employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- d) **Regular Full-time Employee** is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule.
- e) **Regular Part-time Employee** is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the regular full-time employee and is regularly scheduled.

- f) **Casual Employee** is an employee who works on a call-in basis and is not regularly scheduled.
- g) **Temporary Employee** is an employee who is hired on a temporary basis for a Full-time or Part-time position of limited duration:
 - i) for a specific job of more than three (3) months but less than twelve (12) months, except for maternity/paternity leaves which shall be for a duration of up to eighteen (18) months.
 - ii) to replace a full-time or part-time employee who is on an approved leave of absence for a period in excess of three (3) months; or
 - iii) to replace a full-time or part-time employee who is on leave due to illness or injury where the employee has indicated that the duration of such leave will be in excess of three (3) months.
- h) **Permanent Position** is a position with a defined number of guaranteed hours over a four-week period and with no defined end date. A permanent position may be full-time or part-time.
- i) **Temporary Position** is a position, full-time or part-time, which is of a limited duration.
- j) **Union** is the Canadian Union of Public Employees, Local 5531.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees employed at Bethany Home, save and except the Program Supervisor, the Chaplain and the Executive Director.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

3.03 No Contracting Out

The Employer will not contract out bargaining unit work; only employees hired according to the process specified in Article 19 – Posting of Positions may perform bargaining unit work.

3.04 Employment Assistance Placements

The Employer will not use persons available through employment assistance programs to perform work of the bargaining unit.

3.05 Student Employees

Student employee shall mean a person who is employed by the Employer during the period April 20 to September 10 of any year to perform seasonal work. Student employees are not included in the bargaining unit and this Agreement does not apply to student employees. The employment of a student employee shall not result in the layoff or reduction of hours of a regular employee or the termination of a probationary employee nor shall a regular employee who is qualified and able to perform the required work be laid off while a student employee is employed by the Employer to perform that work.

3.06 Protection Against Volunteers

Volunteers will not be used to perform work of the bargaining unit.

3.07 No Other Agreements

No employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.08 Crossing of Picket Lines During a Strike

An employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any employee who exercises their right under this Article will notify the Employer immediately.

3.09 Employee Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the executive on a quarterly basis.

3.10 Union Orientation Sessions

a) Potential Employees

During the interview process, the Employer will advise potential employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with union security and dues.

b) New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or another representative of the Employer will introduce the new employee to their union steward or representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

c) Notification of new hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

3.11 Access to Work Site

a) Work Site Access

The representative designated by the Union will be given access to work sites to meet with employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

b) Union Representation

It is a requirement for an officer of the Union to attend any meetings the Employer and/or Employer's representatives have with employees pertaining to labour relations matters, discipline, or any investigation that may lead to disciplinary action being taken. Any employee who is requested to meet formally with the Employer shall, prior to the commencement of such meeting, be informed of the nature of the meeting. Nothing in this article precludes the Employer's right to meet with employees at its discretion to give direction, provide coaching, and/or provide company information without the need to provide union representation.

3.12 Right of Fair Representation

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives will have access to the Employer's premises in order to deal with any matters arising out of this Agreement.

3.13 Bulletin Boards

The Employer will provide the union a bulletin board in each work site. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the Union.

3.14 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, gender identity, sexual preference, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of *The Saskatchewan Human Rights Code, 2018*.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

4.03 Sexual Harassment

- a) **Sexual Harassment by an Individual:** Sexual harassment may occur irrespective of gender and is:
 - i) Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii) An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii) An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

- b) **Hostile Environment:** Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It

may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.

- c) A policy against sexual harassment will be communicated to all management personnel and employees to make them aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions. As part of the employees' condition of employment and mandatory training, employees are required to sign off the sexual harassment policy.

ARTICLE 5 – MANAGEMENT RIGHTS

The Union recognizes that it is the right of the Employer to manage and direct its business, and its workforces, subject to the terms of this agreement.

The Employer shall have the right to hire and to discipline, demote or discharge employees, for just cause.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with provincial laws and regulations.

ARTICLE 7 – UNION SECURITY

7.01 Union Security

All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present employees who are now members of the Union and those employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that no employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any employee be deprived of employment by

reason of the refusal of the Union to admit such employee to membership in the Union.

7.02 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the month following the one in which they were deducted.

b) Dues supporting documentation

Along with the deductions, the Employer will provide:

- i) A completed Union dues remittance form, supplied by the Union;
- ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.
- iii) The name, address and phone number for each employee;
- iv) The time period for which dues were deducted;
- v) The amount of dues deducted for the time period for each employee; and
- vi) The amount of regular earnings for the time-period for each employee.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) T-4 Slip

The Employer will report the yearly number of dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 Union-Management Committee

a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

b) Function of Committee

The Committee will concern itself with the following general matters:

- i) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the employees.
- ii) Improving and extending services to the public.
- iii) Promoting safe and sanitary practices.
- iv) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- v) Correcting conditions causing grievances and misunderstandings.
- vi) Any other matters mutually agreeable to the parties.

c) Meetings of Committee

The Committee will meet at least quarterly at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

d) **Chairperson of the Meeting**

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

e) **Minutes of Meeting**

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer will each receive two (2) signed copies of the minutes within three (3) days following the meeting.

f) **Jurisdiction of Committee**

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of not more than three (3) members of the Employer as representatives of the Employer, and not more than three (3) members of the Union as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee. All time spent attending meetings of the Bargaining Committee, up to and including conciliation (or interest arbitration as the case may be), shall be considered as time worked.

Time off with pay shall be granted to the three (3) representatives of the Union upon application to the Employer for preparation meetings for collective bargaining.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each

employee will be provided with an itemized statement of their salary/wages, overtime and other supplementary pay and deductions.

9.02 Night Shift Premium

Seventy-five cents (\$0.75) per hour will apply to shifts that are worked by employees, which commence or finish inside of the hours of 11:00 p.m. to 8:00 a.m. on Monday through Sunday.

9.03 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer within five (5) working days of being notified.

ARTICLE 10 – HOURS OF WORK

10.01 Normal Hours of Work

The normal hours of work for regular full-time employees will be forty (40) hours per week consisting of five (5) shifts of eight (8) consecutive hours.

Regular part-time employees will not normally be employed for more than thirty-five (35) hours per week.

10.02 Work Schedule

Shift Work Defined:

- a) Day shifts are defined as those shifts where the major portion of the hours worked are between 7:00 a.m. and 5:00 p.m.
- b) Evening shifts are those shifts where the major portion of the hours worked are between 3:00 p.m. and 12:00 a.m.
- c) Night shifts are those shifts where the major portion of the hours worked are between 11:00 p.m. and 8:00 a.m. of the following day.
- d) The regular schedule will provide no more than five (5) consecutive days of work without time off.

10.03 Meal Period and Rest Periods

Regular hours of work for eight (8) hour employees shall include two (2) rest periods of fifteen (15) minutes in duration and a one-half (½) hour paid lunch

period. Due to the nature of the operation, it is understood that employees are not permitted to leave the premise on their meal rest periods.

10.04 Notice of Schedule

- a) The hours of work of each employee shall be posted at least two (2) weeks in advance. The schedule will not be changed without the consent of the employee involved.

- b) **Temporary Performance of Higher Duties (TPHD)**
 - i) The temporary performance of higher duties shall be defined as the assignment of an employee by management to perform the primary responsibilities of a position having a higher maximum rate of pay. Primary responsibilities describe the typical nature and purpose of the position within a class having a higher maximum hourly rate of pay.
 - ii) Qualifications, being sufficient to do the work available, employees will be assigned to perform the duties in a higher paid job group based on their seniority within the division.
 - iii) Any employee who is assigned to perform the duties of a job in a higher paid job group will be paid at the salary step in the assigned range, next higher to their current salary.
 - iv) To be entitled to TPHD on any given day, the employee would have to perform the primary responsibilities of the higher paid position and not just a portion or incidental duties of the higher paid position. The employee shall receive the TPHD for every hour worked in the higher paid position.
 - v) Any employee who is assigned to perform duties other than those of their regular job in the same job group or lower job group, shall continue to be paid their regular rate of pay.
 - vi) Employees assigned to a job in a higher paid job group shall receive vacation pay at the rate they earn.
 - vii) Employees assigned to a higher paid job group will earn increments at the higher pay.

ARTICLE 11 – OVERTIME

11.01 Definition (Overtime)

All time worked outside the normal work day, the normal work week, or on a holiday, will be considered as overtime.

11.02 Call Back Pay

Call-back opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. An employee who is called back, having completed their regular shift, other than for scheduled overtime work, will be paid either a minimum of four (4) hours at straight time rates, or at their applicable overtime rate for the time worked on the call-back, whichever is the greater.

11.03 Overtime Pay

Overtime opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. Overtime work will be paid for at the rate of time and one half (1 ½) unless another rate is specifically stated. Shift premiums shall not form part of an employee's rate of pay for the purpose of calculating overtime pay.

11.04 Reporting Pay

An employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours pay.

11.05 No Layoff to Compensate for Overtime

There shall be no layoff of regular hours to equalize any overtime which the employee has worked.

ARTICLE 12 – EMPLOYEE BENEFITS

12.01 Disclosure of Information

The Union shall be provided with a current copy of the benefit booklet of all insured benefits.

12.02 Benefit Coverage and Payment of Premiums

- a) The Employer shall pay one hundred percent (100%) of the premium cost of basic life insurance equivalent to one times (1x) the annual salary to a maximum of one hundred thousand dollars (\$100,000.00) for all full-time employees.
- b) The Employer agrees to pay one hundred percent (100%) of the single premium rate for all full-time employees for the following coverage: extended health care, drug plan, vision care and dental care.
- c) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the benefit booklet. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay the amount of premiums contracted for. Any issues with respect to the insurer acknowledging or honouring any claims are matters as between the employee and the insurer. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the insurance carrier.

12.03 Discontinuation of Benefits

In the event of an employee taking an approved leave of absence that is unpaid by the Employer, the Employer shall continue to pay its portion of the benefit plans, provided the employee elects in writing and pays his or her share of benefit premiums to the Employer in the circumstances outlined below. Employees who are entitled to continue benefits shall provide the Employer with monthly post-dated cheques for the entire period of the leave before the commencement of the leave, for the amount required. Where the employee fails to provide the cheques or where cheques are returned NSF, immediate discontinuation of benefits will result:

- a) While on pregnancy and parental leave and any other leave as required by Part II of *The Saskatchewan Employment Act*;
- b) While receiving Saskatchewan Workers' Compensation Board benefits for injury while in the employ of the Employer, for up to two (2) years from the date of injury;
- c) The first thirty (30) days of an approved leave of absence without pay;
- d) While an employee is on sick leave (including the Employment Insurance period) or on Long Term Disability to a maximum of twenty- four (24) months from the time that the absence commenced; and

e) While on layoff, for the month in which the layoff occurs.

12.04 Changes to Benefits

The parties agree that the benefit plans may only be altered or amended by the mutual agreement of both parties.

12.05 Responsibility

The Employer is responsible for the administration and application of the benefit plans.

12.06 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same or better and premiums remain relatively equivalent. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon request by the Union, the Employer will provide to the Union full specification of the benefit programs contracted for and in effect for employees covered herein.

12.07 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

ARTICLE 13 – PENSION PLAN

Employer RRSP contributions are to be based on an employee's paid regular assigned hours/earnings. The RRSP percentage is not paid on extra shifts or overtime hours. Percentage contributed is determined by the employee's years of service, as per the following table:

| | |
|---|---|
| On the completion of employee probation | Four percent (4 %) of regular earnings |
| On the completion of five (5) years of service (commencing the sixth year of employment) | Five percent (5 %) of regular earnings. |
| On the completion of ten (10) years of service (commencing the eleventh (11 th) year of employment) | Six percent (6 %) of regular earnings |

In addition to the contributions above, if the employee chooses to make voluntary contributions, TSA Army will match employee contributions to a maximum determined by years of service as per the table below:

| | |
|---|---|
| On the completion of employee probation | Matching of voluntary contributions to a maximum of two percent (2 %) of regular earnings |
| On the completion of ten (10) years of service (commencing the eleventh (11 th) year of employment) | Matching of voluntary contributions to a maximum of three percent (3 %) of regular earnings |

ARTICLE 14 – SICK LEAVE

14.01 Sick Leave Defined

- a) Sick leave means the period of time an employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 2013*.
- b) For the purpose of this Article, the word "month" means a calendar month, and the word "sick leave" includes injury and/or any other physical incapacity.
- c) **Mental Health Days**

In recognition of the importance of mental health, each employee shall be entitled to use two (2) of their sick days per year, for the maintenance of mental health.

14.02 Amount of Sick Leave

Sick leave will be earned on the basis of one (1) day for every month of service, up to a maximum of 85 days.

14.03 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave or lay-off.

14.04 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.

14.05 Notification to Employer

An employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

14.06 Duty to Accommodate

- a) Accommodation of employees within the workplace is a shared responsibility between the Employer, the union, and the employee.
- b) The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.
- c) In consideration of accommodating an employee the following shall apply in the order listed below:
 - i) Determine if the employee can perform his/her existing job as it is;
 - ii) If the employee cannot, then determine if the employee can perform his/her existing job in a modified form;
 - iii) If the employee cannot, then determine if he/she can perform another job in its existing form;
 - iv) If the employee cannot, then determine if he/she can perform another job in a modified form;
 - v) If there are no positions within the bargaining unit that are available, consideration shall be given by the parties to pursue jobs outside of the bargaining unit.

Note: All options shall be considered when accommodating employees.

In such circumstances, the Employer and the Union may agree to waive certain provisions in this agreement.

ARTICLE 15 – VACATION

15.01 Length of Vacation

Employees will be granted an annual vacation entitlement (time and earnings), based on the employee's years of service and in accordance with this accrual schedule:

| Length of Service As per Work Anniversary Date | Vacation Weeks Per Calendar Year | Vacation Pay Percent (%) of Annual Earnings |
|---|--|--|
| Year of Hire | Three (3) weeks pro-rated based on start date | Six percent (6%) |
| First seven (7) full years of service after year of hire | Three (3) weeks | Six percent (6%) |
| After completing seven (7) full years of service | Four (4) weeks | Eight percent (8%) |
| After completing fourteen (14) full years of service | Five (5) weeks | Ten percent (10%) |
| After completing twenty (20) full years of service | Six (6) weeks | Twelve percent (12%) |

15.02 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week. Employees may request to carry over more than one (1) week for special circumstances.

15.03 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

Vacation dates will be requested by March 1 if vacation is not requested by June 1, the Employer will schedule your vacation, with a discussion with the employee.

15.04 Unbroken Vacation Period

An employee will be entitled to receive their vacation in an unbroken period where operational requirements allow and is approved by the Employer.

15.05 Approved Leave of Absence During Vacation

Where an employee qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the employee's option.

15.06 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 16 – LEAVES

16.01 Compassionate Leave

Employees will be granted a leave without pay of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the employee will continue to accrue all benefits and seniority.

16.02 Adoption, Pregnancy and Parental Leave

Adoption, pregnancy, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.

16.03 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee will be entitled to leave of absence without loss of pay for five (5) working days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee will be entitled to leave of absence without loss of pay for three (3) working days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece, or nephew or any other second degree relative, the employee will be entitled to leave of absence without loss of pay for one (1) working days.
- d) The employee will be allowed to save one day to attend the memorial service.

16.04 Jury Duty and Court Attendance

If an employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at Bethany Home, the employee will not lose regular pay or seniority because of such attendance, provided that the employee:

- a) Notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- b) Present proof of service requiring the employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

16.05 Interpersonal Violence Leave

a) The Employer and the Union agree to recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with interpersonal violence and the fear of gossip, not being believed, job loss and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behaviour; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by interpersonal violence. An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance was determined to be caused by an abusive or violent situation and as per *The Saskatchewan Employment Act*.

b) **Privacy, Confidentiality and Disclosure Information**

The Employer and the Union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- i) Requests submitted under the terms of this article will be treated as confidential by the Employer. All personal information concerning interpersonal violence will be kept confidential and no information will be kept on the employee's personnel file pertaining to the situation without their express written permission.
- ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety. Notwithstanding, police may be required to disclose information to parties involved in any criminal investigation and prosecution.
 1. The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.
 2. Information will only be shared in potentially dangerous situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
 3. The Employer will provide mechanisms for workers to report incidents and risks of interpersonal violence.

16.06 Unpaid Leave of Absence

Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The employee must give at least one (1) month's notice. The Employer will make every effort to comply with an employee's request for such leave. The response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority will not accumulate during sick leave. Medical, dental and other insurance coverage under this Agreement will continue if the employee pays the full premium for such coverage.

If payment is not received from the employee within thirty (30) days of being notified of the amount the coverage will be terminated.

16.07 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay.

16.08 Union Leave

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

ARTICLE 17 – PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day
Family Day

Good Friday
Victoria Day
Canada Day (July 1st)
Civic Holiday

Labour Day
National Day for Truth and
Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Employees whose religious observances are not accommodated in the statutory public holiday list may choose to exchange their religious observance for one of the listed holidays.

17.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work their scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

17.03 Payment for Holidays

An employee who is required to work on any of the above-named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate, or the employee may be granted an alternate day off (lieu day), to be used within thirty days of the holiday.

Payment for such lieu days will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates. Holiday pay is payable for the entire shift where any part of the shift is worked on the holiday.

17.04 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee will receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

Employees may take lieu time off during the period thirty (30) days following the holiday at a time mutually agreed. If an employee takes paid time off before the holiday and their employment then ends before the holiday occurs, any pay they may have received is offset against any wages or vacation pay owed them.

17.05 Paid Holidays During Vacation or Leave

If a paid holiday falls or is observed during an employee's vacation period the employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time. If a paid holiday falls or is observed during an employee's authorized leave period, that day shall count as a paid holiday and not as a day of leave.

ARTICLE 18 – FEES AND ALLOWANCES

The Employer agrees to pay all wages and costs of any upgrading or courses that are required to be taken by any employee. In addition, employees will receive pay for any lost wages. Such approval will not be unreasonably withheld.

ARTICLE 19 – POSTING OF POSITIONS

19.01 Job Postings

- a) When a vacancy occurs or a new position is created within the bargaining unit, thirty (30) calendar days of the vacancy, the Employer will post a notice on the Employer's main bulletin boards with a copy to the Union. The position will be posted for a period of seven (7) calendar days so that interested employees can apply. Subsequent postings will be posted for three (3) calendar days. The name of the successful applicant will be posted on the Employer's main bulletin board.
- b) Job Postings shall include the following information:
 - classification level/occupation
 - status
 - qualifications
 - pay rate
 - hours of work
 - opening and closing date of posting
 - start and end date
 - job title
- c) External advertising is permitted at the same time as an internal posting, with the agreement that the bargaining unit have the first option to the position.

19.02 Temporary Vacancies

Temporary vacancies anticipated to be less than four (4) weeks duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

A vacancy that occurs for more than four (4) weeks will be posted stating that the position is limited and will indicate the estimated duration of the limited job. In any event, the limited job will not exceed eighteen (18) months. Upon termination of a limited job, the employee filling the vacancy will be returned to the classification and job location in which they last worked. In the event that a

part-time employee is a successful applicant, the said employee will retain their part-time status during the limited full-time period.

The successful applicant for a temporary full-time vacancy will fill the vacancy within seven (7) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

19.03 Appointments

In making staff changes, transfers, or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit will be made within three (3) weeks of posting.

19.04 Trial Period

The successful applicant will be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion will become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. An employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

19.05 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. The Union will be supplied a copy of each posting.

19.06 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Board and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the employee.

ARTICLE 20 – SENIORITY

20.01 Recognition of Seniority

Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority will operate on a bargaining-unit-wide basis. Employees with seniority will be given preference throughout the term of the Collective Agreement unless a specific article states otherwise.

20.02 Seniority Defined

Seniority shall be defined as the length of service in the bargaining unit from the date the employee last entered the service of the Employer.

20.03 Seniority Lists

The Employer shall maintain a seniority list showing the seniority of each employee in the bargaining unit and who are employed by the Employer. Such lists shall be posted in places accessible to all employees and two (2) copies will be sent to the Secretary-Treasurer of the Union.

Updated seniority lists shall be prepared and posted by the Employer twice a year on the 31st day of March and on the 30th day of September.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.

For the purpose of this Article, time away from work that is protected by Part II of *The Saskatchewan Employment Act* or *The Saskatchewan Human Rights Code, 2018* will be deemed to be hours paid.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the employee when reclassified.

20.04 Seniority While Outside Bargaining Unit

No employee will be forced to take any position outside of the bargaining unit. An employee may accept a temporary non-union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 19. Upon return to the bargaining unit, the employee will be returned to their former position.

20.05 Loss of Seniority

An employee shall lose all seniority for any of the following reasons:

- a) voluntary resignation and does not rescind resignation within twenty-four (24) hours.
- b) an employee is discharged for just cause and is not reinstated under the terms of this Agreement.
- c) laid off for a period exceeding twenty-four (24) months.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Probationary Employees—Time Periods

Newly hired full-time and part-time employees will be considered on a probationary basis for a period of three (3) calendar months. The probationary period for casual employees shall be 450 hours worked from the date of hire. During the probationary period, employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment.

21.02 Extensions of Time

By mutual agreement between the Union and the Employer, an extension may be granted. The circumstances warranting the extension, the improvements expected by the Employer, and the duration of the probationary extension must be communicated to the employee.

21.03 Evaluations for Probationary Employees

Evaluation shall be done on probationary employees according to the following schedule:

- a) Before forty-five (45) days; and
- b) Before ninety (90) days

ARTICLE 22 – LAYOFFS AND RECALLS

22.01 Definition of Layoff

A layoff is defined as a lack of work, reduction in the work force, or a reduction in funding, which results in loss of employment, and an Employer-initiated reduction in the regular hours of work as defined in this Agreement.

22.02 Layoff Notice

In the event of a layoff, employees with six (6) months or more service will receive at least twenty-one (21) calendar days prior notice or pay in lieu thereof. employees with three (3) or more years' seniority will receive one (1) additional week's notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within two (2) years will be credited with previous seniority.

22.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. When layoffs occur, the employee(s) occupying the position(s) affected will have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The employee must be able to perform the job within a reasonable period of orientation. Such period of orientation is not to exceed thirty (30) working days.

22.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new employee will be hired until those laid off have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

ARTICLE 23 – GRIEVANCE PROCEDURES

23.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Committee and/or the

Steward may assist any employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Committee member or Steward.

23.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer will be required to recognize them.

23.03 Permission to Leave Work

The Employer agrees that Stewards and/or Grievance Committee will not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and Committee members will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

23.04 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

23.05 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

23.06 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the employee's supervisor.

Step 2

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Executive Director a written statement of the particulars of the grievance and the redress sought.

The Executive Director will render their decision within ten (10) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Executive Director, who will render their decision within ten (10) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

23.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

23.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

23.09 Union May Institute Grievance

The Union and its representatives will have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance will commence at Step 2.

23.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section will result in the grievance being allowed.

23.11 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages.

23.12 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

23.13 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request will be made by either party within thirty (30) working days after the dates of the reply at Step 4.

23.14 Definition of Working Days

"Working day" as used in the grievance and arbitration procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within thirty (30) working days, and such notice will contain the name of the Union's nominee to the Arbitration Board. Within ten (10) working days from the receipt of the Notice of Intent to arbitrate, the other party must, in turn, name their nominee. A third person to act as Chairperson will be appointed by the respective nominee. Should either party fail to name their nominee within ten (10) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee will request the

Office of Arbitration, Saskatchewan Ministry of Labour, to make the appropriate appointment.

24.02 Payment for Board of Arbitration

Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties hereto will jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

24.03 Powers of Board

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

24.04 Decision of Board

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

24.05 Time Limits

The time limits may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

24.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a sole arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the arbitrator will conform to the provisions of this Article. Each party will pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any employee may be dismissed or suspended, but only for just cause.

25.02 Union Representation

An employee who is called to a meeting by management for the purpose of receiving disciplinary action a disciplinary suspension or discharge will be advised of the purpose of the meeting. Any and all discipline provided to the employee will be deemed null and void unless a Union representative is present.

25.03 Disciplinary Action

The employee and the Union will be promptly notified in writing of any disciplinary action.

Verbal/written discipline letters will remain on file for twelve (12) months provided there is no further disciplinary action of a similar nature occurring from the date of the incidents, after which the letter shall be removed.

Suspensions discipline letters will remain on file for eighteen (18) months provided there is no further disciplinary action of a similar nature occurring from the date of the incident, after which the letter shall be removed.

If there is any violation as determined by an arbitrator of harassment the discipline remains on file indefinitely.

In certain circumstances, the Employer may request an extension to complete the investigation and the Union will not unreasonably deny such a request.

If the Employer becomes aware of circumstances that will result in a disciplinary response while an employee is absent from work, then the discipline will be given out on the first day the employee is actively at work.

25.04 Access to Personnel File

An employee will have the right to have access to a copy of and review their personnel file. The employee must provide forty-eight (48) hours for this request. The employee shall initial and date each page of the personnel file.

An employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the employee's personnel file, will be given to the employee and the Union.

25.05 Discipline Procedure

When an employee is disciplined, the employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 2 of the grievance procedure.

25.06 Right to have Steward Present

An employee will have the right to have their steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor will notify the employee in advance of the purpose of the interview. The Employer will also notify the employee of their right to have a Union Steward present at the interview. A steward or local officer may have the right to consult with a CUPE representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

25.07 Political Action

No employee will be disciplined for participating in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies. Such employees will be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

ARTICLE 26 – HEALTH AND SAFETY

26.01 Responsibilities

- a) The Employer will take every precaution reasonable in the circumstances for the protection of employees.
- b) The parties agree to abide by Part III of *The Saskatchewan Employment Act – Occupational Health and Safety*, and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the Employer, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working

conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all employees.

- c) The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

26.02 Health and Safety Committee

- a) A joint management and Employees Health and Safety Committee will be established according to Part III of *The Saskatchewan Employment Act – Occupational Health and Safety*. The Committee will normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the Collective Agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.
- b) At least three (3) of the members of the Committee will be selected by the Union and two (2) will be trained to be a certified member as defined under Part III of *The Saskatchewan Employment Act – Occupational Health and Safety*.
- c) Where an employee attends a training program, seminar, or course of instruction on health and safety matters conducted or provided by the occupational health and safety division, or jointly between The Salvation Army and CUPE Local 5531, such attendance will be considered time worked, and the employee shall suffer no loss of pay or benefits.

26.03 Duties of the Committee

- a) The chairpersons of the Committee shall jointly designate members of the Committee to perform the outlined duties of the Committee as follows:
 - i) if two or more members are designated, at least half of the members shall be employee members; or
 - ii) if one member is designated, the member shall be an employee member.

- b) The duties of the Committee will include, but not be limited to:
- i) Participate in the development of health and safety policies and programs.
 - ii) Consider and expeditiously dispose of complaints or reports relating to the health and safety of employees.
 - iii) Participate in the implementation and monitoring of the Employer's health and safety programs.
 - iv) Participate in the development, implementation, and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters related to those hazards.
 - v) Participate in all of the inquiries, investigations, studies, and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the Committee on those matters.
 - vi) Participate in the implementation and monitoring in programs related to the provision of personal protective equipment, clothing, devices, or materials.
 - vii) Shall inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once each year.

26.04 Personal Protective Equipment

An employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the employee.

26.05 Influenza/Quarantine

- a) Any time lost as a result of:
- i) immunization required by a medical health officer in accordance with the Saskatchewan Immunization Manual or the Canadian Immunization Guide; or
 - ii) quarantine as determined by a medical health officer; or
 - iii) being prohibited from working by the Employer as a result of exposure to an infectious disease as a result of their employment;

shall not result in loss of pay or reduction of the employee's sick leave credits.

- b) In the case of other than full-time employees, wages and benefits shall be based on the average number of paid hours in the last fifty-two (52) weeks preceding the date of such time lost or date of hire whichever is greater.
- c) The Employer agrees to provide immunizations as required for health care workers in accordance with the Saskatchewan Immunization Manual and the Canadian Immunization Guide.

26.06 Work Refusal under Health and Safety

No employee will be disciplined for refusal to work on a job, which, in the opinion of the employee is not safe, provided that their refusal to work was made in good faith.

26.07 Union Notification

A Union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reported accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The member shall be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity, incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the Committee.

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.01 Technological Change

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- a) Affects the terms and conditions or security of employment of a number of employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated.

Such notice shall provide a description of the intended changes.

Where the Employer introduces or intends to introduce, a technological change, that:

- a) Affects the terms and conditions, or security of employment of as significant number of Employees to whom this Agreement applies;
or
- b) Alters significantly the basis upon which this Agreement was negotiated.

27.02 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and employee safety. Surveillance equipment will not be used for the purpose of regular monitoring of employees in the workplace.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Agreement Term

The term of this Agreement will be from May 29, 2023 to May 31, 2027 and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

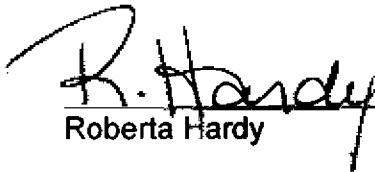
28.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement by memorandum of agreement or letter of understanding.


SIGNED THIS 14th DAY OF November A.D. 2024
AT SASKATOON, SASKATCHEWAN.

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5531



Roberta Hardy


Monique Paradis-Davis


Shannon Johnson

SIGNED ON BEHALF OF:

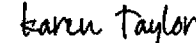
THE SALVATION ARMY
BETHANY HOME

DocuSigned by:



Josie A. Delpriore

Signed by:



Gordon Taylor

Signed by:


Karen Taylor

DocuSigned by:


Sonia Mojtabedi

DocuSigned by:


Karen Dolan

SCHEDULE "A" – CLASSIFICATIONS AND WAGES

The Employer agrees to pay all employees covered by this agreement not less than the schedule of wages set out in Schedule "A" attached to and made part of this agreement.

Increases to the salary schedule shall be retroactive to date of certification, May 29, 2023. Retroactive wages will be only paid to existing employees as of date of ratification. The Employer will endeavour to provide all retroactivity within ninety (90) days of the interest arbitration award and/or receiving written notice of ratification.

Anyone above the wage grid will be red circled and will receive the percentage increase as a lump sum payment.

CLASSIFICATIONS AND WAGES

| Job Classification | | Current Rate | May 31, 2023 (4%) | May 31, 2024 (3%) | May 31, 2025 (3%) | May 31, 2026 (4%) |
|-------------------------------------|---------------|--------------|----------------------|----------------------|----------------------|----------------------|
| Assistant Cook | Start | \$19.00 | \$19.76 | \$20.35 | \$20.96 | \$21.80 |
| | After 1 Year | 19.50 | 20.28 | 20.89 | 21.52 | 22.38 |
| | After 2 Years | 20.00 | 20.80 | 21.42 | 22.07 | 22.95 |
| Direct Support Worker 1 | Start | \$23.00 | \$23.92 | \$24.64 | \$25.38 | \$26.39 |
| | After 1 Year | 23.50 | 24.44 | 25.17 | 25.93 | 26.97 |
| | After 2 Years | 24.00 | 24.96 | 25.71 | 26.48 | 27.54 |
| Houseparent | Start | \$23.00 | \$23.92 | \$24.64 | \$25.38 | \$26.39 |
| | After 1 Year | 23.50 | 24.44 | 25.17 | 25.93 | 26.97 |
| | After 2 Years | 24.00 | 24.96 | 25.71 | 26.48 | 27.54 |
| Assistant Program Supervisor | Start | \$26.00 | \$27.04 | \$27.85 | \$28.69 | \$29.83 |
| | After 1 Year | 26.50 | 27.56 | 28.39 | 29.24 | 30.41 |
| | After 2 Years | 27.00 | 28.08 | 28.92 | 29.79 | 30.98 |
| Caseworker | Start | \$26.00 | \$27.04 | \$27.85 | \$28.69 | \$29.83 |
| | After 1 Year | 26.50 | 27.56 | 28.39 | 29.24 | 30.41 |
| | After 2 Years | 27.00 | 28.08 | 28.92 | 29.79 | 30.98 |

| Job Classification | | Current Rate | May 30, 2023 (4%) | May 30, 2024 (3%) | May 30, 2025 (3%) | May 30, 2026 (4%) |
|----------------------------|---------------|---------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Clinical Counsellor | Start | \$30.00 | \$31.20 | \$32.14 | \$33.10 | \$34.42 |
| | After 1 Year | 30.50 | 31.72 | 32.67 | 33.65 | 35.00 |
| | After 2 Years | 31.00 | 32.24 | 33.21 | 34.20 | 35.57 |
| <hr/> | | | | | | |
| Indigenous Liaison | Start | \$30.00 | \$31.20 | \$32.14 | \$33.10 | \$34.42 |
| | After 1 Year | 30.50 | 31.72 | 32.67 | 33.65 | 35.00 |
| | After 2 Years | 31.00 | 32.24 | 33.21 | 34.20 | 35.57 |