

# **AGREEMENT**

**BETWEEN**

**WYNYARD & DISTRICT COMMUNITY HEALTH  
SERVICES ASSOCIATION LTD.**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL #3056**

***CUPE*** / *Canadian Union  
of Public Employees*

**APRIL 1, 2023 TO MARCH 31, 2025**

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## **ARTICLE 1 - DEFINITIONS**

- 1.01 For the purpose of this agreement, “clinic” means the Wynyard and District Community Health Services Association Limited.
- 1.02 For the purpose of this agreement, “union” means Canadian Union of Public Employees Local 3056.
- 1.03 “Employee” means any person for whom the Union is the exclusive bargaining agent pursuant to the Local Union's current certification order.
- 1.04 “Part-time employee” means any employee who **is scheduled** less than full-time.
- 1.05 **“Full-time employee” means any employee who is scheduled to work normal hours, as per Article 12.01.**
- 1.06 **“Casual employee” means any employee who works on a “call-in” basis and is not regularly scheduled.**

## **ARTICLE 2 - RIGHTS OF THE EMPLOYER**

- 2.01 It is the right of the Employer to direct, hire, discipline and fire, administer, manage and govern, subject to the terms of this agreement.

## **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes and acknowledges the Union as the sole and exclusive bargaining agent of the employees who are within the scope of this agreement, and the Employer hereby agrees to negotiate with the Union and with representatives elected or appointed by the said Union.

### 3.02 Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not fill any positions which are included in the bargaining unit, except in cases mutually agreed upon by the parties hereto.

### 3.03 Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the Employees shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-bargaining unit Employee, unless it can be established by the Employer that contracting out of such services will significantly increase the cost effectiveness and maintain the quality of health services provided.

Before any work is contracted out, the Employer will discuss its intentions with the Union. In such discussions, the Employer will fully disclose its reasons for the tentative decision to contract or sub-contract such work and give the Union an opportunity to suggest ways which the work might otherwise be performed. In the event the Employer's action is disputed, prior to any contracting out, the dispute will be forwarded directly to arbitration for settlement by a sole arbitrator as agreed to by the parties.

In the case of existing contracts, provided the Union can establish the bargaining unit can maintain the cost effectiveness and quality of health services provided, the Employer agrees not to renew the contract or shall terminate within the condition of such contract.

#### **ARTICLE 4 - DISCRIMINATION**

4.01 The Employer and the Union agree and recognize their responsibility to create a discrimination free workplace. There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, disability, race, creed, colour, national origin, ancestry, political or religious affiliation, sex or marital status, sexual orientation, gender identity, nor by reason of membership or activity in the Union, or any other prohibited ground identified in *The Saskatchewan Human Rights Code*.

#### **ARTICLE 5 - UNION SECURITY AND DUES CHECKOFF**

##### 5.01 Union Membership

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

##### 5.02 Union Dues Deduction and Remittance

The Employer will deduct union dues, initiation fees, and assessment 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 fifteenth (15<sup>th</sup>) day of the month following the one in which they were deducted.

### 5.03 Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- a) A completed Union dues remittance form, supplied by the Union, and
- b) A summary 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), regular earnings, hours worked, and dues deducted.
- c) The Employer will also send a copy of the Union dues remittance and spreadsheet to the Local Union Secretary-Treasurer.

### 5.04 Dues Check-off

Upon the request in writing of an employee and upon request of the Union, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive the same, the Union dues, assessments and initiation fees of the employee, and the Employer shall furnish to the Union the names of the employees who have given such authority. The remittance shall be accompanied by a list in duplicate showing the names of the employees from whom such amounts have been deducted and the amount so deducted from each employee.

### 5.05 T-4 Slips for Union Dues

The Employer agrees to record on T-4 slips of employees the Union dues deducted by the Employer for the Union.

### 5.06 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, telephone numbers, and e-mail will be provided with employee approval.

The list will also indicate the employee's employment status (such as full-time, part-time, temporary, 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 Local Executive on an annual basis.

### 5.07 New Employees

On commencing employment, 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.

5.08 Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, casual), start date and work location of all employees hired.

5.09 Union Bulletin Board

The Employer will provide a union bulletin board. 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.

5.10 Access to Personnel File

All employees have the right to review their personnel file by making prior arrangements with the Executive Director or designate and shall have the right to respond in writing to any document contained therein.

5.11 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

5.12 Work Site Access

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

**ARTICLE 6 - GRIEVANCE PROCEDURE**

6.01 Definition of Grievance

A grievance is any difference or dispute between the Employer and any employee(s) or the Union respecting the application or interpretation of this agreement, including a difference as to whether or not a dispute or difference is a grievance.

6.02 Informal Step

There shall be an informal step which an employee may pursue. The informal step shall be held in an open and positive environment. The employee and/or the Union representative shall have the ability to discuss any issue or complaint with the Executive Director under this process. The Union and the Employer shall make every effort to resolve disputes prior to commencing the formal grievance procedure. There shall be no documentation or notes kept at this meeting which can be used in the formal process.

6.03 Step 1

Grievances should be adjusted as quickly as possible. Accordingly, employees, through the Union, or the Union itself, may, in writing, refer any such grievance to the Executive Director. Such grievance shall be submitted within fourteen (14) calendar days from the date the employee or Union becomes aware of the aggrieved incident. The Executive Director shall arrange for a meeting with the Union within fourteen (14) calendar days of the filing of the grievance. The Union Officer may be accompanied by the aggrieved if the latter so wishes. The Executive Director shall give a written decision within seven (7) calendar days of the meeting.

6.04 Step 2

Should a grievance not be resolved at Step 1, the matter may be referred to arbitration within twenty (20) calendar days of receipt of the decision of the Executive Director.

6.05 Where a grievance is referred to arbitration, the Board of Arbitration shall be established consisting of one member appointed by the Union, one member appointed by the Board and a chairperson agreed to by the parties.

6.06 Decision and Guidelines

The decision of the Arbitration Board shall be final and binding on the parties. An Arbitration Board in reaching its decision shall not have the power to add to, subtract from, alter or amend the collective agreement in any way; however, when considering grievances dealing with discipline or dismissal the Board may, after hearing the arguments, determine that the original action was either too harsh or unwarranted, and accordingly alter the original discipline.

6.07 Extension of Time Limits

The time limits set out in Article 7 may be extended by agreement between the Employer and the Local of the Union.

6.08 By mutual agreement the parties may enter into mediation as per the *Saskatchewan Employment Act*.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

### **7.01 Documents on Employee's File**

A copy of any document or other information placed on an employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the employee and to the Local of the Union. Responses to any document shall, upon the request of the employee, be added to the employee's file. Said document shall be removed after two (2) years.

Prior to being placed in the employee's file, all documents must be signed and dated by the employee. Such signature shall not constitute agreement to said document.

### **7.02 Documentation of Disciplinary Action**

- a) When an employee is dismissed, reprimanded, or suspended, the Employer shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the Local of the Union at that time.
- b) If the employee concerned wishes to respond they may do so in writing and such response will become part of the documentation. At the employee's request a copy of their response shall be forwarded to the Local of the Union.
- c) Nothing from the employee's file may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- d) Documentation of disciplinary action shall be removed from the employee's file provided there has been no further discipline of a similar nature rendered within two (2) years of the initial discipline.

### **7.03 Progressive Discipline**

Except in cases of gross misconduct, the Employer(s) agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory.

### **7.04 Presence of a Union Representative**

In cases where the Employer(s) considers an employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand) no step shall be taken other than in the presence of a Union representative. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

The Local of the Union and the employee shall receive reasonable notification in order to arrange for Union representation of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting,

including, but not limited to, whether the meeting involves the employee's personnel record, job performance, or sick incident usage. The Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Employer.

7.05 Suspension Pending Investigation

Suspension pending investigation is not considered discipline. The Employer shall render its decision regarding discipline no later than ten (10) calendar days from the date of the suspension, except as otherwise agreed between the Employer and the Local of the Union. For benefit purposes while suspended without pay, the employee shall be treated as if on leave without pay.

Where the suspension is without pay and the investigations reveal that no discipline is warranted or that the discipline is less than the time spent on suspension, the employee shall be paid for time lost and shall be credited with earned benefits by the Employer.

**ARTICLE 8 - SENIORITY**

8.01 Seniority Date

Bargaining-unit-wide seniority shall accumulate in accordance with Article 8.03 from the time the employee last entered the service of the Employer.

8.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the amount of service accumulated. An up-to-date seniority list shall be posted once each year in January. On presentation by a union steward of proof of error, a correction shall be made immediately. Copies of the seniority list along with any corrections shall be sent to the Union recording secretary.

8.03 Seniority Accumulation

Seniority shall be accumulated on the basis of the number of normal hours worked including hours not worked due to:

- (a) paid leave of absence including annual and public holidays, sickness and accident;
- (b) any authorized unpaid leave of absence not exceeding thirty (30) days;
- (c) maternity leave not exceeding fifty-two (52) weeks. Employees on maternity leave, however, shall only accumulate vacation during the first thirty (30) days of the leave.

#### 8.04 Loss of Seniority

Seniority rights shall be lost only in the event the employee:

- (a) is discharged for just cause and is not reinstated;
- (b) resigns and does not withdraw her resignation within three (3) working days of resignation having been received by the Employer, or the Employer does not accept a later withdrawal of the same;
- (c) fails to return to work within ten (10) days following a lay-off and after being notified by registered mail to do so, unless through sickness or other good cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address and to provide sufficient documentation of sickness or other good cause.
- (d) is laid off for a period longer than two (2) years.

### **ARTICLE 9 - PROMOTIONS AND STAFF CHANGES**

#### 9.01 Vacancies

All vacancies shall be posted in an accessible place within seven (7) days of their occurrence and shall remain posted for seven (7) days thereafter. Vacancies shall be filled by the senior applicant who possesses the ability to perform the duties of the job.

### **ARTICLE 10 - PROBATION**

Newly hired Employee(s) shall be on probation for a period of three (3) calendar months if employed full-time or four hundred and eighty (480) hours if employed other than full-time, from the date the Employee commences work.

By mutual agreement between the Union and 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.

During the probationary period Employees shall be entitled to all rights and benefits of this Agreement. Probationary Employees may be terminated for reasons of general unsuitability. The Union shall be notified in writing of all such dismissals.

The communication to the Union shall outline the standards that are expected of the Employee, the date the Employee was notified of them and the time period the Employee was given an opportunity to demonstrate his/her ability and should include the reason for unsuitability.

## **ARTICLE 11 - LAY-OFFS and RECALLS**

### 11.01 Lay-Offs

When reducing staff or hours of work, senior employees shall be retained, in reverse order of seniority, provided they are qualified to do the work.

### 11.02 Recalls

Employees laid off in accordance with Article 11.01 shall be placed on a recall list for a period not to exceed three (3) years. If during that time, work in positions for which they are qualified for becomes available, they shall be returned to work in order of seniority.

## **ARTICLE 12 - HOURS OF WORK**

### 12.01 a) Normal Hours

The normal hours of work shall be:

- i) Five (5) consecutive days with two (2) consecutive days of rest and;
- ii) Monday to Friday – 8:30 a.m. to 5:30 p.m., **which includes a one (1) hour unpaid meal period;**
- iii) Any changes to scheduled hours require prior approval by the Employer.

### b) **Additional Hours**

**Additional hours of work that become available due to the temporary absence of employees of the clinic shall be offered to part-time and casual employees of the clinic on an equitable basis.**

### c) **Overtime**

Overtime shall be paid in accordance with *The Saskatchewan Employment Act*. **Alternately, an employee may request to take time off, calculated at the appropriate overtime rates in lieu of overtime pay, at a time mutually agreed to by the employer and employee.**

**Employees shall not work overtime unless authorized by the employer.**

### 12.02 Minimum Pay

All employees shall be paid no less than three (3) hours at their regular rate of pay.

## **ARTICLE 13 – PUBLIC HOLIDAYS**

### 13.01 Holidays

The following days shall be observed as **public holidays and compensated as provided by *The Saskatchewan Employment Act***:

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

## **ARTICLE 14 - LEAVE OF ABSENCE**

### 14.01 General Leave

Leave of absence without pay may be granted to any employee for good and sufficient reason for up to one year at the discretion of the employer. All requests for leave of absence must be submitted in writing and shall include commencement date and length of leave.

#### 14.02 (a) Bereavement Leave

An employee shall be granted a minimum of three (3) days leave, and with the approval of the Employer, up to five (5) working days leave, including travel, without loss of salary or wages in the event of death in the immediate family or her spouse's immediate family. Immediate family shall mean; grandfather, grandmother, father, mother, aunt, uncle, brother, sister, wife, husband, common-law spouse, son, daughter, grandchild, ward or dependant living in the same household.

#### (b) Compassionate Leave

Employees may be granted a compassionate leave for matters of pressing emergency in accordance with *The Saskatchewan Employment Act*.

### 14.03 Maternity, Parental and Adoption Leave

- a) Maternity, parental or adoption leave shall be granted in accordance with *The Saskatchewan Employment Act*.
- b) An employee may choose to use her vacation entitlements while on maternity leave.

#### 14.04 Leave for Pressing Necessity

An Employee shall be granted leave without pay for up to, but not exceeding, one (1) day per instance for pressing necessities. Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the Employee and which required the immediate attention of the Employee.

The Employee may also elect to use vacation in place of leave without pay.

#### 14.05 Leave for Serious Illness

Where an Employee has primary care responsibilities, he/she shall be granted leave with pay for the serious illness of a member of the immediate family as defined in Article 14.02, up to a total of two (2) consecutive working days. Serious illness shall be defined as an emergent or life-threatening situation.

In addition the Employee may request vacation or unpaid leave of absence as may be required for this purpose.

#### 14.06 Family Leave

The purpose of Family Leave is for the Employee to access time away from work, without loss of pay, in circumstances where a family member, as defined in Article 14.02, is ill and requires the attention of the Employee.

Each employee shall be granted up to three (3) days of family leave per year. Family Leave credits shall not be accumulated from year to year. Employees may also request vacation time, earned time off, or unpaid leave of absence as may be required for this purpose.

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

Such time off will be deducted from the Employee's sick leave accumulation and will not carry over from year to year.

#### 14.07 Union Leave

Leave of absence, with pay, and without loss of seniority, shall be granted to employees elected or appointed by the Union for the purpose of conducting Union business. The Union will reimburse the Employer for employees' wages and benefits paid during this leave.

An employee who is elected, selected, or appointed for a position with the Union or any labour body, shall be granted an unpaid leave of absence without loss of seniority.

#### 14.08 Professional Development/Education Leave

An educational leave or in-service training may be initiated by the Employer or requested by the employee. In the event the Employer requires the employees to attend any training course, the Employer shall pay the employee's regular rate of pay and expenses as per the Clinics Expense Policy. Any educational leaves requested without pay by the employee shall not be unreasonably denied. All paid educational leave must be relevant to the workplace.

### ARTICLE 15 - ANNUAL VACATIONS

#### 15.01 Vacation Credits

During the first (1<sup>st</sup>) and subsequent years of service, the employee shall accumulate three (3) weeks of vacation credits with pay for each completed year of service.

During the sixth (6<sup>th</sup>) and subsequent years of service, the employee shall accumulate four (4) weeks of vacation credits with pay for each completed year of service.

During the thirteenth (13<sup>th</sup>) and subsequent years of service, the employee shall accumulate five (5) weeks of vacation credits with pay for each completed year of service.

During the twentieth (20<sup>th</sup>) and subsequent years of service, the employee shall accumulate six (6) weeks of vacation credits with pay for each completed year of service.

It is understood vacation credits with pay shall be pro-rated for part-time **and casual** employees.

**Accrued vacation credits will be paid each pay period for casual employees.**

15.02 In any year, employees may, with permission, carry over five (5) days or forty (40) hours of unused vacation credits for use in an identified period of time in the next vacation year, or, if requested, a payout will be made of all vacation credits owed to the employee. The vacation year is based upon the anniversary of an employee's first date of employment with the Employer. Any unused vacation in excess of five (5) days or forty (40) hours, shall be paid out to the employee.

#### 15.03 Vacation Pay on Termination or Retirement

**An employee who terminates shall be paid all vacation credits earned and not yet taken.**

## **ARTICLE 16 - PAYMENT OF WAGES**

### 16.01 Salary Scale

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

### 16.02 Frequency of Wage Payment

Employees shall be paid on a bi-weekly basis.

### 16.03 Statement

The Employer shall provide to each employee with each pay cheque an itemized statement identifying clearly each pay factor and related amount including the pay period, normal hours worked, hours worked at each overtime or premium rate, public holiday, vacation, sick or other leave pay, gross pay, total deductions and net pay.

## **ARTICLE 17 - SICK LEAVE**

### 17.01 Definition of Sick Leave

Sick Leave means the period of time an employee is absent from work due to:

1. sickness
2. health check-ups, upon approval of the Employer
3. an accident for which compensation is not payable under *The Workers' Compensation Act*.

### 17.02 Accumulation of Sick Leave

Employees shall accumulate one and one-half (1 ½) days sick leave credits (prorated for part-time employees) per month, to a maximum of ninety (90) days.

17.03 The employer may request a medical certificate for absences pursuant to Article 17.01 that exceed three (3) consecutive days.

## **ARTICLE 18 - PROFESSIONAL ETHICS**

No employee may be required to perform any act which is deemed to be unethical by the employee's profession.

## **ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY**

### **19.01 Co-operation on Safety**

It is agreed that the parties will co-operate fully to promote safe work practices, healthy working conditions, and compliance with Part III of *The Saskatchewan Employment Act*.

### **19.02 Labour/Management Committee**

**A labour management committee shall be established to review and seek resolution to any issues related to the workplace. The committee will consist of up to two (2) representatives of the union and up to two (2) representatives of the employer. Employees will attend meetings without loss of pay. The meetings shall be scheduled as mutually agreed.**

## **ARTICLE 20 - ACCOMMODATION OF EMPLOYEES**

### **1) General**

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union, and the employee.

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.

In consideration of accommodating an employee the following shall apply in the order listed below:

- a) Determine if the employee can perform their existing job as it is;
- b) If the employee cannot, then determine if the employee can perform their existing job in a modified form;

Note: All options shall be considered when accommodating employees. In such circumstances, the Employer and the Local of the Union may agree to waive certain provisions in this Agreement.

### **2) Medical Information**

It will be the responsibility of the employee returning to work to provide the Employer with medical evidence of the limitations associated with the disability. The procedure to determine that an employee is fit to perform the duties of their job or modified work must

be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- a) a prognosis for recovery, with or without limitation;
- b) clear opinion as to the employee's fitness to return to work;
- c) an opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;
- d) how long any limitations may last.

3) Accommodation Meetings

The employee and Union Representative who attend an accommodation meeting shall be released from duty without loss of pay.

**ARTICLE 21 - MULTI-SECTOR PENSION PLAN**

In this Article, the terms used shall have the meanings described:

- 21.01 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
- (i) the straight time component of hours worked on a holiday; and
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay; and
  - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed five hundred (500) hours of employment with the Employer.

21.02 Commencing April 1, 2020 each eligible employee shall contribute for each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

Commencing April 1, 2021 each eligible employee shall contribute for each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3%) of applicable wages to the Plan.

- 21.03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- 21.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement

- Date of hire;
- Date of birth;
- Social Insurance Number;
- Date of first contribution;
- Seniority list to include hours from date of hire to Employer's fund entry date
- Gender.

(b) To be Provided with each Remittance

- Name;
- Social Insurance Number;
- Monthly remittance;
- Pensionable earnings;
- Year to date contributions;
- Employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

- Full address;
- Termination date where applicable (MM/DD/YY)
- Marital status, and any change to marital status;
- Date of death (if applicable);

(d) To be Provided Annually but no later than December 31

- Current complete address listing for all eligible employees;
- Period(s) of absence due to illness or disability, including WCB (while employee retains seniority)
- Period(s) of lay-off, while subject to recall;
- Period(s) of absence for pregnancy or parental leave;
- Period(s) of strike or lockout;
- Other leaves of absence.
- Hours worked by employees covered by the Collective Agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

21.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trustee establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Schedule A.

21.06

- a) The Union acknowledges and agrees, that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.
- b) The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.
- c) It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

**ARTICLE 22 - APPLICATION AND TERM OF AGREEMENT**

22.01 This agreement applies to all employees and, unless changed by mutual consent of both parties hereto, shall be in force and effect on and after April 1, 2023, up to and including March 31, 2025 and from year to year thereafter unless notification of desire to amend be given in writing by either party.

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

## SCHEDULE "A"

### Hourly Rates:


		Effective April 1, 2023	Effective April 1, 2024
Clerical Receptionist			
<b>Step 1</b>	<b>Upon hire</b>	<b>\$18.00</b>	<b>\$18.36</b>
<b>Step 2</b>	<b>1040 hours or 1 year of service</b>	<b>\$19.81</b>	<b>\$20.21</b>
<b>Step 3</b>	<b>2080 hours or 2 years of service</b>	<b>\$20.72</b>	<b>\$21.13</b>
<b>Step 4</b>	<b>4160 hours or 3 years of service</b>	<b>\$21.79</b>	<b>\$22.23</b>

With the exception of terminated employees, employees who have retired or ceased employment between the expiry of the last contract ending March 31, 2023 and the signing of the present collective agreement and subject to their retroactive pay being in excess of one hundred dollars (\$100.00), **employees** will receive retroactive pay for all hours worked between April 1, 2023, and the date of signing of the new collective agreement.


Dated this 25 day of February, 2025.

On behalf of Canadian Union of  
Public Employees, Local 3056:

On behalf of Wynyard Community Clinic:

 (Mar 7, 2025 14:09 CST)

  
Paul Lendzyk (Feb 25, 2025 10:21 CST)

  
L. Lendzyk (Mar 7, 2025 14:16 CST)

  
Jason Chorneyko (Mar 4, 2025 10:59 CST)