

COLLECTIVE AGREEMENT

BETWEEN

DEER PARK VILLA INC.

AND

**THE CANDIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4552**

CUPE / *Canadian Union
of Public Employees*

October 1, 2022 to May 31, 2027

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This Agreement made this 10 day of March 2025

COLLECTIVE AGREEMENT

Between

DEER PARK VILLA INC.

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4552

ARTICLE 1 – PURPOSE

1.01 Purpose of the Organization

The parties acknowledge that it is the primary purpose of the Employer and its employees to support individuals **experiencing disability** to grow and develop as individuals and citizens while providing these individuals a safe, consistent and caring environment.

1.02 Purpose of this Agreement

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

- a) maintains and improves relations between the Local Union and employees in the bargaining unit and the Employer;
- b) establishes and maintains collective bargaining relations between the Employer and the Union; and
- c) provides for the orderly, prompt and equitable disposition of grievances and for the maintenance of hours, wages and working conditions.

ARTICLE 2 – DEFINITIONS

2.01 Definitions

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

- a) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work forty (40) hours in a week.

- b) A part-time employee is one who is regularly scheduled to work less than the full weekly hours.
- c) A temporary relief worker is one who is appointed to a position in the bargaining unit on a temporary basis which shall exist for a stated period of time and which shall cease to exist at the end of such time unless extension is agreed upon in writing between the Employer and the Local of the Union.
- d) Casual employees are those who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- e) Summer student employees are those who are hired by the Employer to work anytime between May 1 and September 10 using grants or funding programs relating to high school and/or post secondary students. Summer student employees do not become members of the Union and are not covered by any of the provisions of this Agreement. No bargaining unit position shall be eliminated or have its hours of work reduced as a result of summer students being hired.
- f) Participants/employees are those who work for the organization where the work is done predominantly for the benefit of the individual rather than predominantly for the benefit of the organization, and where the support provided by the Employer is a component of the Employer's mandated services provided for the individual. Participants/employees shall not be considered "employees" as defined in *The Saskatchewan Employment Act* or this Agreement and they shall not become members of the Union, nor are they covered by any of the provisions of this Agreement. If the parties are unable to agree upon whether a particular individual is a participant/employee, they shall refer the matter to the Saskatchewan Labour Relations Board for determination.
- g) Temporary Specially Funded Workers are those whose positions are funded primarily by job creation or employment training programs administered by the Provincial and/or Federal governments and whose positions last for a specific period of time, and whose positions are only open to applicants who meet the funder's criteria. They shall not become members of the Union and are not covered by any of the provisions of this Agreement. No bargaining unit position shall be eliminated or have its hours reduced as a result of temporary specially funded workers being hired. This also will include positions funded by an external revenue or funding source to meet specific or complex needs of individuals who do not fall into our mandates or are transitioning.

ARTICLE 3 – RECOGNITION

3.01 Recognition

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

3.02 No Other Agreements

No employee shall be permitted or required to make any agreement with the Employer that is contrary to or varies from the provisions of this Collective Agreement.

3.03 National Representative

The Employer acknowledges the right of all employees to be accompanied by a National Representative in any collective bargaining negotiations with the Employer, or in any grievance meetings with the Employer provided that the parties comply with the time limits set out in Article 12.

3.04 Work of the Bargaining Unit

No bargaining unit employee or positions shall be replaced by volunteers or out-of-scope employees, except in cases of emergency, instruction, supervision, experimentation, trusteeships, medical needs, or mutually agreed by the parties.

ARTICLE 4 – SCOPE

4.01 Scope

This Agreement shall cover all employees of Deer Park Villa Inc., except the **Executive Director(s) (Director of Programs, Director of Operations)**, summer student employees, the participants/employees, Program Coordinator, and temporary specially funded workers.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union acknowledges that it is the right of Deer Park Villa Inc., to manage the organization and to direct the working force except as limited by the terms of this Agreement.

ARTICLE 6 – UNION SECURITY

6.01 Union Security

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

6.02 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles 6 and 7, Union Security/Dues Check-off, of this Agreement;
- b) On commencement of employment, the employee shall be introduced to the Union Executive Member. An Executive Member of the Union shall be given an opportunity to orientate new employees within regular hours and without loss of pay for a maximum of thirty (30) minutes, during the first month of employment. The purpose of this orientation for new employees is to discuss the benefits and duties of the Union membership and their responsibilities and obligations to the Employer and the Union. A copy of the Collective Agreement will be provided to the employee in their orientation/training package.
- c) The Union shall receive a copy of new employee offers of employment containing the employee's full name, position, employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date, and work location.

ARTICLE 7 – DUES CHECK-OFF

7.01 Dues Check-Off

The Employer shall deduct monthly dues from the earnings of each employee in accordance with the procedure designated by the Union. Such funds deducted from an employee's earnings on behalf of the Union shall be remitted to the person designated by the Union within three (3) weeks of the said deductions accompanied by a list of the names, hours actually worked, gross earnings for the

period and the amounts deducted in the said deduction period, date of hire for new employees and date of separation for separated employees.

7.02 Dues Authorization

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

7.03 Dues Receipt

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

7.04 Organizational Chart

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

7.05 Policy

The Employer shall make available all policy statements affecting employees who are members of the bargaining unit. The Employer shall make available an electronic copy of the policy manual and will email notice of amendments to the Union and employees.

ARTICLE 8 – SENIORITY

8.01 Seniority

- a) Seniority shall operate on a bargaining unit wide basis from the date of hire including the first training shift.
- b) Seniority shall be defined as the length of an employee's service calculated in accordance with Article 8.02 from the last date on which the employee commenced employment in a position with the Employer. Seniority shall not apply during the probation period, however once the

probation period has been completed, seniority shall be credited from the last date of employment with the Employer.

- c) For the purpose of determining the seniority of two (2) or more employees who have the same bargaining unit seniority, their social insurance numbers will be used. The employee with the lowest last three (3) social insurance numbers will be considered the senior.

8.02 Accumulation of Seniority

Seniority shall be accumulated from the date of employee's first training shift.

8.03 Loss of Seniority

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

- a) is discharged for just cause and is not reinstated;
- b) resigns in writing;
- c) fails to report to work after conclusion of leave of absence;
- d) fails to report to work for three (3) assigned or scheduled shifts within a six (6) month period without receiving prior authorization from the Employer permitting an absence for those shifts or having no explanation acceptable to the Employer for not reporting to work;
- e) is continuously laid off in excess of twelve (12) months;
- f) fails to notify the Employer of the employee's intention to return to work within ten (10) calendar days following a recall from layoff and after being notified by registered mail to do so;
- g) retires from the employ **of the employer**;
- h) is off work on medical leave of absence in excess of **twenty-four (24) months. This time limit shall be extended by the employer on application by the employee supported by a medical certificate, stating that there is an expectancy of recovery within a reasonable period of time**;
- i) is a casual employee and has not worked for a period of three (3) consecutive months or has refused five (5) assigned shifts in a three (3) month period and is not on an approved leave of absence. Failure to reply

to a phone call or text prior to the start date of the offered shifts is considered a refusal.

- j) accepts a position with the Employer outside of the bargaining unit and does not revert to their original position in the bargaining unit within a six (6) month trial period.

8.04 Maintenance of Seniority

Subject to Article 8.03 of this Agreement, an employee shall maintain accumulated seniority.

8.05 Seniority List

The Employer will maintain a seniority list showing the current classification, the date upon which each employee's service commenced, job title, **work location**, and work email. An up-to-date seniority list shall be made available by email to the Union on a quarterly basis starting on January 1 of each year.

ARTICLE 9 – VACANCIES AND PROMOTIONS

9.01 Job Posting/Posting of Vacancies

When a vacancy occurs or new position is created, the Employer shall post the position in each facility for a minimum of seven (7) calendar days. The Employer may also advertise to the public simultaneously.

Applications must be made to the Employer by the specified closing date.

Senior employees who have the qualifications and ability shall be awarded the position.

The successful applicant will be notified within five (5) business days of the closing date of the posting.

Additional postings shall not be required for the position if the successful applicant vacates the position within thirty (30) days. The next most senior applicant who has the qualifications and ability will be offered the position.

9.02 Information in Job Postings

A copy of all job postings shall be provided to the Local Union and shall contain the following information:

- i) job classification

- ii) required qualifications
- iii) summary of duties
- iv) rate of pay
- v) date of posting
- vi) closure date for applications
- vii) location of work
- viii) Guaranteed hours

All assignments of location and hours of work are subject to change.

9.03 Probationary Period

Newly hired employees shall be on probation for a period of five hundred and twenty (520) hours worked. During the probationary period, employees shall be entitled to all rights and benefits of the Agreement except that the Employer may discharge a probationary employee for unsuitability. Probation may be extended a further two hundred and forty (240) hours by mutual agreement with the Union.

9.04 Trial Period

When appointment is made from an applicant who is already employed by Deer Park Villa Inc., the successful applicant shall be allowed a trial period of three (3) months from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event that the successful applicant is unsatisfactory in the position at any time during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate and without loss of seniority. Either party must notify the other in writing two (2) weeks in advance. All other employees affected by the re-arrangement of positions shall also be returned to their former position, wage or salary rate and without loss of seniority. This shall apply to both permanent and temporary positions.

9.05 Increments

Increments in Schedule "A" shall be granted based on the date of the employee's first training shift.

9.06 Rate of Pay for Work in Another Classification

An employee scheduled in a higher classification and temporarily assigned by the Employer to perform duties in a lower classification during that scheduled time shall suffer no reduction in earnings.

9.07 Notification to Employee and to Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the employer's online network.

The Union shall be notified of the name of the successful applicant to a vacant position within seven (7) calendar days of the date of appointment and be provided with a list of all applicants at the same time.

ARTICLE 10 – NOTICE OF LAY-OFF AND RECALL

10.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force.

10.02 Notice of Lay-Off of Employee(s)

Notice of lay-off of employee(s) shall be provided as follows:

- a) no notice, if the period of employment is three (3) months or less;
- b) one (1) week's written notice, if the period of employment is more than three (3) months and less than one (1) year;
- c) two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;
- d) four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years;
- e) six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years;
- f) eight (8) weeks' written notice, if the period of employment is ten (10) years or more.

The Employer may, in its discretion, provide the employee with pay in lieu of notice for the applicable notice period, provided that the pay shall be equivalent to the employee's normal wages for the notice period, exclusive of overtime. The Employer may, in its discretion, provide the employee with a combination of notice and pay in lieu of notice, exclusive of overtime, provided that the combination is equivalent to the employee's notice period as set out in this Article.

10.03 Role of Seniority in Lay-Offs

When reducing the full or part time staff, senior employees who have the qualifications and ability to do the work shall be retained.

Laid off or displaced employees may choose to bump a less senior employee, provided they are qualified to do the work.

10.04 Rehiring of Employees on Lay-off

Employees laid off in accordance with Article 10.02 shall be returned to work in order of seniority to positions for which they have the qualifications and abilities.

10.05 Notice of Recall

In the event of recall of a full-time or part-time employee, for normal duties, the Employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the Employer **in writing** within ten (10) days of the mailing of such letter, stating acceptance or refusal of the employment offered and intention of reporting for work within the time limits specified in Article 8.03(f).

ARTICLE 11 – INVESTIGATIONS AND DISCIPLINE

11.01 Progressive Discipline

Insofar as is reasonable or practicable, it is the policy of Deer Park Villa Inc. to afford employees the opportunity to improve unsatisfactory conduct or work performance.

The parties to this agreement recognize and agree the usual steps of corrective/progressive discipline:

- a) Verbal reprimand
- b) Written reprimand
- c) Suspension
- d) Dismissal

It is understood that normal progression may be altered based on the severity of the offence/misconduct.

11.02 Just Cause

Employees who have completed their probationary period shall not be disciplined or dismissed except for just cause.

11.03 Documents

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

Disciplinary documents shall be removed from an Employee's file after a period of two (2) years except when there are other disciplinary documents of equal or greater severity placed on the Employee's file within the two (2) years. The time limit shall be thirty-six (36) months if participant abuse or harassment is involved.

11.04 Personnel Records

Subject to an appointment **scheduled with the Executive Director or designate a minimum of twenty-four (24) hours in advance**, employees shall have the right to have access to and review their personnel records, excluding employment references and to make copies of any material contained in it. Employees shall have the right to have a Union representative present when they review their file.

11.05 Right to Have Union Representation

For discipline involving a verbal warning, written reprimand, suspension or discharge, an employee shall be advised in advance of **any formal investigation or disciplinary meetings** and provided information pertaining to the purpose of the meeting, and shall have the right to have **a union representative present** and shall receive a copy of any written discipline imposed. The employer shall provide the Union with a copy of the written discipline. The **union representative** shall suffer no loss of pay for time spent in such meetings.

If the employee refuses union representation, the employer shall obtain such refusal in writing and provide a copy to the union.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Definition

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

12.02 Grievance Procedure

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

Step 1:

An employee (or the designated Union representative) who may have a grievance will seek settlement through informal discussion with the employee's supervisor.

Step 2:

If the grievance is not satisfactorily resolved at step 1, an employee (or the designated Union representative) with a grievance shall submit the grievance, in writing, to the **Director of Programs** within fourteen (14) business days of the occurrence of the alleged violation of the agreement. The written grievance shall state the general facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated and what restitution is requested. The **Director of Programs** shall reply in writing to the President of the Union within fourteen (14) business days.

Step 3:

If the grievance is not satisfactorily resolved at step 2, the Union may refer the grievance to the **Director of Operations**, in writing, within fourteen (14) business days of the **Director of Programs** response. The **Director of Operations** shall reply, in writing, to the President of the Union within fourteen (14) business days.

12.03 Referral to Arbitration

If the grievance is not satisfactorily resolved, then either party may refer the grievance to arbitration in writing within fourteen (14) business days of the **Director of Operations** response.

12.04 Time Limits to Present Grievance

No grievance shall be considered which is not presented within fourteen (14) business days after the event or circumstances giving rise to the complaint came to the attention of, or out to have come to the attention of, the employee or employees concerned.

12.05 Union Representation

The Employer recognizes the right of the employee with the grievance to be represented by the Union Executive during any formal meetings with the Employer during the grievance procedure.

12.06 Single Arbitrator

- a) Where a grievance has been referred to arbitration in accordance with Article 12.03 the parties shall, within fourteen (14) business days, attempt to agree to appoint a single arbitrator.
- b) Where the fourteen (14) business days have expired, either party shall have the right, within fourteen (14) business days to refer the grievance to a Board of Arbitration.

12.07 Board of Arbitration

- a) Appointees
Where a grievance has been referred to a Board of Arbitration under Article 12.06 b), the party making the referral shall name an appointee to the Board of Arbitration at the time of making the referral.

Within fourteen (14) business days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration. Where the party receiving the notice fails to name an appointee within the prescribed time limit the Chief Justice of the Court of **King's Bench** shall appoint a member to the Board of Arbitration on behalf of that party.

- b) Chairperson
Within fourteen (14) business days of the second party's appointment the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

Where the two (2) appointees fail to agree on the appointment of a third member to the Board of Arbitration, within the prescribed time limit, the Chief Justice of the Court of **King's Bench** shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

12.08 Initiation of Special Meetings

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

12.09 Decision of the Board

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

12.10 Decision

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

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

12.11 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the arbitrator it appoints;
- b) one-half (1/2) the fees and expenses of the chairperson,

12.12 Extension of Time Limits

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

12.13 Grievance Involving Dismissal

Where a grievance involving dismissal, lay off or recall occurs, the Employer and the Union agree to bypass Step 1 in this Article.

12.14 Paid Attendance at Grievance Meetings

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

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 Hours of Work

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

13.02 Posting of Work Schedules

The Employer agrees to post monthly schedules of work at least fourteen (14) days in advance. Employees required to change their schedule will be given at least one (1) weeks' notice of change, except in cases of emergency or unforeseen circumstances.

13.03 Overtime

A full day shall consist of eight (8) hours per day. All hours worked in excess of eight (8) hours per day and forty (40) hours per week and thirty-two (32) hours in a week where there is a Statutory Holiday not including any hours worked on the holiday, shall be paid at time and one-half (1½) the employee's regular rate of pay. Such time to have been authorized in advance by the Employer.

No one shall work more than sixteen (16) hours in a twenty-four (24) hour period.

No employee may drive after working fourteen (14) consecutive hours.

No employee shall work more than thirty-two (32) hours overtime in any seven (7) day period.

Overtime shifts, following a night shift, shall allow an eight (8) hour period of rest before a shift requiring the employee to drive. Overtime shifts that do not include a period of rest such as camping and overnight trips are exempt.

13.04 Overtime Payment Applicable

There shall be no fewer than eight (8) hours between the end of an employee's shift and the beginning of their next shift. Any hours worked in that eight (8) hour period shall be compensated at the overtime rate of time and one-half (1½) the regular rate of pay.

13.05 Rest and Meal Periods

- a) One (1) rest period of fifteen (15) minutes shall be scheduled by the Employer for each employee scheduled to work a shift of four (4) or more hours (exclusive of meal period).
- b) Two (2) rest periods of fifteen (15) minutes each shall be scheduled by the Employer for each employee scheduled to work a shift of at least eight (8) hours (exclusive of meal period).
- c) Every effort will be made to grant such rest periods midway between each half (1/2) shift.

- d) One (1) paid meal period of one-half (1/2) hour shall be scheduled for each employee working a shift of at least five (5) hours or more.
- e) Rest periods and meal breaks for Direct Support Workers shall be taken with **the participants**.

13.06 Filling Casual Shifts/Relief Assignments

- a) Casual shifts are to be assigned to senior qualified part-time employees who have been scheduled to work less than full time hours in that week. If part-time employees are unavailable, casual shifts shall be assigned to casual employees.

Overtime for casual shifts shall be offered to employees in order of seniority.

In recognition of the operational needs of the Employer, only the above-mentioned employees who have previously indicated their availability and willingness to work casual shifts will qualify to be called.

- b) All employees shall indicate **their** availability and any preference or restriction as to which facilities **they are** available to work in. Employees shall submit their availability in writing in a manner acceptable to the Labour-Management Committee.

Employees indicating their availability and restrictions shall be on-going.

- c) **Employees who are assigned a casual shift within seventy-two (72) hours of the start of the shift must be notified.**

13.07 Temporary Assignments for Prolonged Durations

When a temporary assignment of ninety (90) calendar days or longer exists, the temporary assignment shall be posted and filled subject to the posting provisions identified in Article 9.01.

- 1) Additional postings shall be required for all positions created as a result of the initial temporary vacancy.
- 2) An employee may be eligible to apply for any other temporary assignment of prolonged duration while filling a temporary assignment of prolonged duration.
- 3) When the temporary assignment of a prolonged duration becomes redundant the employee shall be returned to their former position.

- 4) If as a result of the posted temporary assignment, an individual is hired from outside the existing workforce, the employee shall revert to casual employee status upon completion or redundancy of the temporary assignment.
- 5) Employees filling temporary assignments of a prolonged duration shall be eligible to apply for any permanent position that is posted during the term of the temporary assignment.

If the employee is successful in securing a permanent position they may in addition keep their temporary position provided there is no conflict with the existing schedule(s). The employee may work up to full time hours.

13.08 Participant Outings

- 1) Where the Employer requires and authorizes an employee to escort a participant, such employee:
 - a) Shall not lose regular earnings from time spent in travel resulting from escort;
 - b) Will be provided with a cell phone by the Employer or will be reimbursed by the Employer for any calls related to the participant's care made on the employee's personal cell phone.
- 2) Overnight Trips
 - a) A shift refers to the entire period of time a staff member is at the employer's disposal.
 - b) Employees will earn their designated straight time wage throughout the duration of the shift regardless of the amount of hours they would have to commit.
 - c) Employees will be granted appropriate meal and break times as defined in this agreement and will be permitted to sleep during the shift.
 - d) All shifts of this nature will be presented to the eligible employees by order of seniority. However, acceptance would be voluntary, and no penalties would arise if an available employee were to decline.
 - e) All expenses that an employee may incur during a shift of this nature would be compensated according to the collective agreement prior to departure (travel, accommodation, meals, etc.).

13.09 Part Time, Relief and Casual Employees Assignment of Casual Work

- 1) Application/scheduling of Casual work
 - a) Employees will have until the tenth (10th) day of the current month to indicate their availability for the upcoming month to the Employer on the *Application for Casual Work* form. All casual work will be assigned based on the information provided by the employee. The Union shall have access to the completed forms.
 - b) A new monthly schedule will be posted by the Employer a minimum of fourteen (14) days before the end of the current schedule, listing casual shifts assigned for the following month. Employees shall be responsible for checking the posted monthly schedule for assigned shifts.
- 2) Employers Responsibility
 - a) Utilizing the monthly schedule, the Employer shall assign the work to senior qualified employees according to their indicated availability according to provisions set forth in Article 13.06.
 - b) The Employer shall provide employees appropriate training for all facilities in order that employees may be eligible to be on all casual lists. Facilities shall mean the following locations:

Villa I; Villa II; Villa III; Park Villa; Day Program: or any other locations mutually agreed by the Union and the Employer.
 - c) When filling shifts that have become available within forty-eight (48) hours, the Employer shall notify and assign the shift to the senior employee based on the availability indicated. Where no employee has indicated availability, the Employer shall contact, in accordance with Article 13.09 3 (a), all listed employees in seniority order. All employees who have indicated they are unavailable will not be offered the shift(s).
 - d) The Employer reserves the right to change or cancel a casual employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours notice, the Employee shall be paid **their** regular earnings for any shift(s) cancelled within the forty-eight (48) hour period.
 - e) The senior employee not offered a work assignment in accordance with the provisions of articles 13.06 and 13.09 shall be offered an additional work assignment equivalent to the lost hours provided

the error is discovered and recorded no later than fourteen (14) calendar days after the work is performed. After the fourteen (14) calendar days the Employer will not be subject to payment. Additional work will be assigned at the discretion of the Employer.

3) Employee's Responsibility

- a) It is the responsibility of the employee to provide one primary phone number and, if necessary, one secondary number to the Employer for notification and assignment of casual work.
- b) Employees who fail to submit their availability on the *Application for Casual Work* form by the tenth (10th) day of the preceding month shall be only called for shifts where no other employees have indicated their availability.
- c) Employees are required to notify their immediate supervisor or designate of any potential overtime situations and/or scheduling conflicts.
- d) Should an Employee fail to indicate an overtime situation, they shall be paid the applicable overtime rates and the employee will be moved for twenty-eight (28) days to the bottom of all casual lists.

4) Amendment of Availability/Declining Shifts

- a) Employees may amend their availability for unassigned shifts in writing or by phone followed up in writing.
- b) Employees may amend their *Application for Casual Work* form:
 - i) When they accept a part-time or temporary position that affects their availability; or
 - ii) By mutual agreement between the Employer, the employee and the Union.
- c) Casual employees may make short-term requests for absences from their casual requirements when working in part-time or temporary appointments.
- d) Part-time, and casual employees may decline a shift for any of the following reasons:
 - i) Engagement in any leave of absence addressed in the Collective Agreement;

- ii) Annual Vacation;
 - iii) Previously scheduled work with another employer or attendance at school (the employee must provide a work/school schedule to the Employer);
 - iv) Pressing necessity (extraordinary and unusual circumstance over which the employee has little or no advance warning or control);
 - v) If accepting the shift will place the employee into an overtime situation.
- 5) Failure to Report or Unfamiliarity
- a) A casual employee that has not worked for ninety (90) days in a facility may be removed from the casual list of that facility unless on approved leave, filling a temporary position or, if during that period, they were not offered work in said facility
- 6) Posting of Casual Lists
- a) Casual lists shall be revised as needed in order to reflect any changes. A copy of the most current list(s) shall at all times remain posted. In case of any dispute regarding call-in, the Union shall be provided with a copy of the applicable casual list from the affected facility.

Notwithstanding all of the above, the Employer is not precluded from taking further disciplinary action when warranted; nor is the Union precluded access to the grievance/arbitration procedure.

13.10 Time Off in Lieu Bank

Employees required to attend staff meetings, training sessions, or programming meetings outside of regularly scheduled work hours shall bank the time spent at straight time or at the appropriate overtime rate, when applicable.

At the request of the employee, **overtime hours will be converted to the equivalent straight time hours and may be banked.**

This time shall be taken at a time mutually acceptable between the employee and the Employer. Employees shall be able to bank up to a maximum of forty (40) hours and upon written request may request, on their time sheet, time to be paid out at straight time on next payday.

13.11 Mutual Trades

Scheduled Employees may exchange shifts between themselves within facilities where they are trained, provided written request is submitted to the Employer a minimum of three (3) days before the requested trade subject to the approval of the Employer. Employees shall ensure that no overtime is incurred.

13.12 Call Back

Any employee who is called back to work after completing a shift, having left the Employer's premises, or is called back on days off, shall be paid at the rate of time and one-half (1½) the regular rate for the hours called back to work, but in all cases for a minimum of two (2) hours.

13.13 Forfeiting of Shifts

Employees may forfeit regularly scheduled shifts in writing utilizing the Employer's form, a minimum of three (3) days prior to the shift.

The forfeiting Employee must find their own replacement subject to Article 13.09. The Employer will offer assistance when contacted.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 Statutory Holidays

Regularly scheduled employees shall be entitled to regular wages for the following recognized public holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Saskatchewan Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and any other day declared or proclaimed as a holiday by the provincial government.

14.02 Pay When Working on a Statutory Holiday

- a) All employees who work on a holiday as listed in Article 14.01 are entitled to be paid at the rate of 1.5 times the employees' regular hourly rate of wage for all hours worked. In addition, all employees will be paid five

percent (5%) of their wages not including overtime pay, earned in the four (4) week preceding the holiday.

- b) Where a public holiday falls on an employee's day off, another day off with pay shall be granted in lieu of the holiday to run continuously with the employee's regular days off and such day off in lieu shall be treated as the public holiday for the purpose of the Agreement as it applies to that employee.

14.03 Public Holiday During Vacation

When a public holiday occurs during an employee's scheduled vacation leave, the employee shall be granted an additional day off as part of **their** vacation period, unless it is mutually agreed otherwise.

14.04 Christmas and New Year's Day

- a) All full and part time employees shall be entitled to either Christmas Day or New Year's Day off, unless the employee agrees otherwise.
- b) Where a public holiday falls on an employee's day off, another day off with pay shall be granted in lieu of the holiday to run continuously with the employee's regular days off and such day off in lieu shall be treated as the public holiday for the purpose of the Agreement as it applies to that employee.

ARTICLE 15 – ANNUAL VACATION

15.01 Annual Vacation

- a) Each employee who completes one (1) year of service with the Organization, shall be entitled to three (3) weeks annual vacation and 3/52nds of total wages for vacation pay.
- b) After ten (10) years of service, the employee shall be entitled to four (4) weeks annual vacation. Employees entitled to four (4) weeks annual vacation shall receive 4/52nds of their total wage for the past year as annual vacation pay.
- c) After fifteen (15) years of service, the employee shall be entitled to five (5) weeks annual vacation. Employees entitled to five (5) weeks annual vacation shall receive 5/52nds of their total wage for the past year as annual vacation pay.

- d) **After twenty-five (25) years of service, the employee shall be entitled to six (6) weeks annual vacation, and employees entitled to six (6) weeks annual vacation shall receive 6/52nds of their total wage for the past year as annual vacation pay.**

Any employee who has completed their probationary period and not having a year of service prior to the commencement of the vacation period shall be allowed vacation at the rate of one and one quarter (1 ¼) working days for each completed month of service.

Earned vacation leave shall be taken at a time approved by the Finance Manager.

Vacation leave must be taken in the vacation year following that in which it is earned.

Employees who terminate their employment prior to taking earned vacation leave shall receive any outstanding pay in lieu of vacation.

Earned vacation pay shall be received at the request of the employee and shall be paid at the next regular pay period.

15.02 Vacation Year

The vacation year shall be April 1st to March 31st.

15.03 Annual Vacation Requests

Employees shall arrange to take vacation as follows:

- a) By February 1st of each year the Employer shall supply each employee with forms for annual vacation request, for the upcoming vacation year.
- b) Vacation requests received after March 1st of the current year, will be granted on a first come, first served basis insofar as the operational needs of the Organization permit.
- c) The Employer shall confirm in writing to the Employee whether the request was granted or denied within fourteen (14) calendar days of receiving the request.
- d) Vacation requests are to be submitted at least two (2) weeks before the holidays requested.

Employees may request to cancel their approved vacation day(s) provided the Employer receives a minimum seventy-two (72) hours written notice and will be reinstated in their scheduled shifts

15.04 Carry Over of Vacation

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make written application to the Employer by March 1st of each year for carryover of the entitlement and funding to the following year up to a maximum of seven (7) vacation days.

15.05 Employees Called Back from Vacation

- a) When the Employer designate makes it mandatory for an employee to cancel prearranged vacation the employee shall immediately notify the Employer of any prearranged vacation and associated costs. Such costs incurred as a result of the cancellation shall be reimbursed by the Employer upon submission of receipts.
- b) Employees called back from their vacation shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours so worked. Such vacation days so worked shall be rescheduled at the discretion of the employee.

15.06 Unbroken Vacation

Employees shall be entitled to receive their entire vacation in a broken or unbroken period.

15.07 Approved Leave of Absence During Vacation

Employees who are hospitalized during their vacation shall have time charged to sick leave and shall take unused vacation time upon return from sick leave at a mutually scheduled time. Bereavement leave will be granted in accordance with Article 19.01 Bereavement Leave. Employees shall take unused vacation time upon return from bereavement leave at a mutually scheduled time.

While on vacation, employees who receive an injury that would prevent them from carrying out the duties of their position shall have their vacation time changed to sick leave. If the employee utilizes all of their sick leave then they would be put on a leave of absence without pay.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 General Leave of Absence

An unpaid leave of absence shall be granted to an employee insofar as the regular operations of the Organization will permit and provided the employee furnishes a valid reason for requesting such leave. Except in extenuating circumstances all requests for leave must be submitted at least thirty (30) calendar days in advance.

An employee granted a leave of absence shall not earn sick leave credits or paid holiday pay for the entire period granted.

Any leave of absence granted within the probationary period will cause the probationary period to be extended by an equivalent period of time.

16.02 Union Leave

A maximum of two (2) employees shall, upon giving not less than fourteen (14) calendar days notice, be granted leave of absence to attend business meetings, school, seminars, conferences and conventions in connection with Union affairs. Such leave shall be granted for a maximum of seven (7) calendar days on any one occasion. No such request for leave shall be unreasonably denied. More than two (2) employees may be granted leave in special circumstances subject to operational requirements.

The Employer agrees to continue to pay normal salary, supplementary earnings, and benefits to employees delegated to attend to Union business and the Employer is to charge the Local for reimbursement of the cost. Such costs shall only include:

- i) Actual lost wages;
- ii) Employer's share of Canada Pension contributions;
- iii) Employer's share of Employment Insurance premiums;
- iv) Employer's share of SHEPP Pension Plan premiums;
- v) Employer's share of Group Life Insurance premiums;
- vi) Employer's share of Dental Insurance premiums;
- vii) Disability Insurance premiums; and
- viii) Workers' Compensation premiums.

16.03 Negotiation Leave

The union's negotiating committee shall consist of four (4) employees. Where the parties agree to conduct negotiations during daytime hours, a leave of absence for two (2) employees from their assigned duties shall be granted without loss of pay by the employer. The union shall bear the cost of the other

two (2) employees. The union shall provide reasonable notification to the employer of the composition of its bargaining committee and of any changes thereto.

16.04 Leave for Pressing Necessity

An employee shall be granted **four (4) days'** leave with pay to be deducted from their vacation leave or banked time each fiscal year for pressing necessities. Pressing necessity shall be defined as any 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. An employee may be required to provide proof that the occurrence is preventing them from attending work.

16.05 Personal Day with Pay

Employees shall be granted **twenty-four (24) hours of personal time** with pay per fiscal year upon giving at least forty-eight (48) hours' notice to the **Director of Programs or designate** at a time mutually agreeable.

16.06 Leave of Absence for Court Duty

Employees who are summoned to serve as a juror or are subpoenaed as a witness, shall be granted an unpaid leave of absence.

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

16.07 Intimate Partner Violence

The Employer agrees to grant leaves in compliance with *The Saskatchewan Employment Act*.

ARTICLE 17 – SICK LEAVE

17.01 Sick Leave Defined

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which:

- a) the employee was unable to work by virtue of being sick or disabled; or
- b) because of an accident for which compensation is not payable under the *Workers' Compensation Act*; or

- c) in the opinion of the Employer, the employee's presence at work constituted a health hazard for any clients or other employees, and the employee was instructed by the Employer to leave the employee's place of duty.
- d) to attend to a child, spouse or parent who is ill and cannot be cared for by another caregiver. Such use of sick leave shall be limited to twenty-four (24) hours per year.

17.02 Medical/Dental Appointments

- a) Employees shall schedule medical and dental appointments outside of working hours. An employee who is unable to schedule a medical or dental appointment outside of working hours must provide **their** supervisor, if possible, with at least forty-eight (48) hours notice of such appointment. An employee shall be granted leave for medical or dental appointments.
- b) The employer recognizes that on occasion employees may be required to attend scheduled medical and dental appointments of immediate family members. In such incidents the employee must notify **their** supervisor, if possible, with at least forty-eight (48) hours notice of such appointment. An employee shall be granted leave for medical or dental appointments.
- c) An employee shall be entitled to be paid for such time as **they were** absent from work in order to attend a medical or dental appointment and shall use accumulated sick hours, up to a maximum of forty-eight (48) hours per year. If the employee has no sick hours or exceeds more than forty-eight (48) hours per year for Medical/Dental appointments, the time shall be without pay. Time for medical/dental appointments shall be granted.

17.03 Accumulation of Sick Leave

- a) All employees shall earn sick leave credits at the rate of eight (8) hours per month of service. Part-time, temporary and casual employees shall earn sick leave credits on a pro-rated basis.
- b) Accumulation of sick leave credits shall be allowed to a maximum of one hundred and forty-four (144) hours. Current employees in excess of one hundred and forty-four (144) hours shall be grandfathered.
- c) Employees that work full time, part time, casual or temporary shall transfer all accrued sick leave credits to their appointed position(s).

17.04 Notification of Illness

Employees on sick leave shall call the Employer a minimum of two (2) hours prior to each shift for which they are expected to work.

17.05 Proof of Illness

A doctor's certificate may be required for any period of sick leave exceeding **five (5)** consecutive days, at the Employer's request.

17.06 Compassionate Leave

The Employer shall grant unpaid compassionate leave to employees in conformity with *The Saskatchewan Employment Act*. The Employer shall reinstate the employee in the same position held by the employee immediately prior to taking the leave or, if such is not possible provide the employee with alternate work of a comparable nature.

ARTICLE 18 – MATERNITY, PARENTAL AND ADOPTION LEAVE

18.01 Maternity and Adoption Leave

- a) An employee who has **been employed for thirteen (13) consecutive weeks with the employer**, upon written request providing at least four (4) weeks advance notice where possible, shall be granted maternity (or adoption) leave to become effective eighteen (18) weeks immediately preceding the date of expected delivery or such shorter period as may be requested by the employee, providing that she commences maternity leave no later than the date of delivery. Adoption leave commences upon the date a child comes into and employee's care.
- b) An employee on such leave shall provide the Employer with at least three (3) weeks written notice of readiness to return to work. The Employer shall reinstate the employee in the same position held by the employee immediately prior to taking leave, or, if such is not possible, provide alternate work of a comparable nature.

18.02 Parental Leave

An employee who has **been employed for thirteen (13) consecutive weeks with the employer** shall, upon written request and four (4) weeks advance notice if possible, be granted leave without pay for up to sixty-nine (69) weeks (fifty-one (51) weeks if the employee has taken a maternity leave) that is necessary for the purpose of adopting a child or for parenting duties following the birth of a child.

Where a doctor's certificate is provided stating that a longer period of parental or adoption leave is required, an extension of up to twelve (12) additional months shall be allowed.

An employee on such leave shall provide the Employer with at least three (3) weeks written notice of readiness to return to work. The Employer shall reinstate the employee in the same position held immediately prior to taking the leave, or, if such is not possible, provide the employee with alternate work of a comparable nature.

18.03 Accrual of Seniority/Benefits During Maternity, Adoption and Parental Leaves

While on the above leave(s), an employee shall accumulate seniority and accumulate service toward increments and vacation credits.

ARTICLE 19 – BEREAVEMENT LEAVE

19.01 Bereavement Leave

Bereavement leave with pay shall be granted to an employee in the event of the death of an employee's spouse, brother, sister, parent, stepparent, child, ward, stepchild, grandparent, guardian, grandchild, common law relationships or aboriginal elder. Such leave shall consist of a maximum five (5) days within one (1) week of the funeral with pay applying only to scheduled shifts within such leave. Subject to a written request the Employer may grant more than five (5) days.

Bereavement leave with pay shall be granted to an employee in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle of a maximum of three (3) days within one week of the funeral.

19.02 Mourners' and Pallbearers' Leave

In the event of a death of an individual not listed in Article 19.01, the employee shall, provided the Agency's operational requirements permit, be granted up to two (2) days leave without pay to attend a funeral and prayers as a mourner or pallbearer.

ARTICLE 20 – GENERAL PROVISIONS

20.01 Bulletin Boards

The Employer will permit the Union to put up bulletin boards in the Group Homes, Park Villa and Training Centre so that all employees will have ready access to them and upon which the Union shall have the right to post notices of meetings and such other Union notices as may be of interest to the employees.

ARTICLE 21 – LABOUR-MANAGEMENT COMMITTEE

21.01 Labour-Management Committee

An ongoing Labour-Management Committee shall be established to review and resolve any issues relating to the workplace.

The Committee shall consist of up to **three (3)** representatives of the Union, and up to three (3) representatives of the Employer.

Employees will attend meetings without loss of pay.

The Committee shall hold meetings every three months, or more if mutually agreed by the Union and the Employer.

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.01 Occupational Health and Safety

The Union and the Employer recognize that occupational health and safety is a shared concern. They agree to cooperate on promoting and improving rules and practices with respect to working conditions which will enhance the physiological, psychological and social well being for all Employees. There shall be no discrimination, no penalty, no intimidation and no coercion when Employees raise occupational health and safety concerns.

Employees will report any unsafe condition to the Employer.

22.02 Duty to Accommodate

Accommodation of employees within the workplace is a shared responsibility. Where an employee, because of a bona fide disability, cannot perform their regular work, and has submitted medical evidence specifying limitations by a qualified medical professional, the Employer, the Union, and the Employee will

participate, co-operate, and collaboratively attempt to find suitable work for such employee up to the point of undue hardship.

22.03 Health and Safety Committee

A joint Occupational Health and Safety Committee shall be established as required by *The Saskatchewan Employment Act*.

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

The union shall determine the employee/worker representatives on the committee.

ARTICLE 23 – NON-DISCRIMINATION

23.01 Non-Discrimination

The Employer and the Union agree that subject to bona fide occupational requirements, there shall be no discrimination by the Union or by the Employer with respect to any employee by reason of religion, creed, marital status, family status, sex, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance nor by reason of membership or activity in the Union.

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

24.01 Harassment-Free Workplace

All Employees are entitled to a work environment that is free of harassment and the Employer will ensure that such an environment is maintained.

Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

- a) that either:
 - i) is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
 - ii) adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
 - iii) that constitutes a threat to the health or safety of the worker.

To constitute harassment either of the following must be established:

- a) repeated conduct, comments, displays, actions or gestures;
- b) a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the worker.

Harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer's workers or the place of employment.

The Employer and the Union acknowledge a shared responsibility to:

- Prevent harassment
- Promote a safe, abuse-free environment

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

24.02 Workplace Violence

All Employees are entitled to a workplace that is free of violence and the Employer will ensure that such an environment is maintained.

Violence means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that the worker is at risk of injury.

The Employer and the Union acknowledge a shared responsibility to prevent violence in the workplace **by complying with relevant legislation.**

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

ARTICLE 25 – PAYMENT OF WAGES

25.01 Wage Schedule

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

25.02 Payment of Wages

Employees shall be paid according to a biweekly pay schedule.

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

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

ARTICLE 26 – EXPENSES AND VEHICLE ALLOWANCE

26.01 Use of Personal Vehicle

- a) When employees are required to use their own vehicles for work related purposes, they shall receive the Public Service Commission of Saskatchewan Travel Allowance. Mileage forms must be submitted to the employer.
- b) The kilometre rate shall be adjusted as the Public Service Commission of Saskatchewan adjusts the rate. The rate can be found at <http://www.cs.gov.sk.ca/601-A>

26.02 Meals

When employees are required to be away from the community for work related purposes, they shall be reimbursed for meals with prior authorization of the Employer, up to the following amounts.

- \$15.00 – breakfast
- \$20.00 – lunch
- **\$30.00** – supper

Receipts for meals shall be provided to the Employer.

Increase will be included in wage re-openers.

26.03 Accommodation

When employees are required to be away from the community overnight, for work related purposes, they shall be reimbursed for accommodation upon presentation of receipts, with prior authorization of the Employer.

ARTICLE 27 – NO STRIKE – NO LOCKOUT

27.01 No Strike – No Lockout

During the term hereof there shall be no strikes, slowdowns or work stoppages on the part of any employee bound by this collective agreement or the Union nor shall there be any form of lockout on the part of the Employer.

ARTICLE 28 – EMPLOYEE BENEFITS

28.01 Benefits

The Employer agrees to make available Dental Insurance, Disability Insurance and Life Insurance, subject to the terms of the 3S Health Plan, as amended from time to time, to eligible employees. Premiums shall be cost shared between the Employer and the employee on a fifty-fifty (50/50) basis except optional life, dependent life and AD&D family and single coverage is paid 100% by the employee.

The employer agrees to provide an Extended Health Care and Enhanced Dental Plan as provided by the 3S Health Plan, as amended from time to time, with the premium costs covered one hundred percent (100%) by the employer.

28.02 Pension Plan

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

ARTICLE 29 – TERM OF AGREEMENT

29.01 Term of Agreement

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after October 1, 2022, up to and including **May 31, 2027**, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

29.02 Open Period

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

29.03 Negotiation of Wages

Notwithstanding the provisions of Article 29.02, this Agreement may be opened at any time for negotiation of the schedule of wages as contained in Schedule "A" in the event the funding agency grants an increase in funding for wages to the Employer or the benefits or the pension costs of the Employer increase.

Either party intending to enter into such negotiations of wages or benefits shall be required to serve the other party written notice of intent to negotiate. A meeting between the parties will be arranged as soon as possible to discuss any new funds.

It is understood and agreed that in such event, all other provisions of the Agreement shall remain in full force and effect.

Any negotiated wage increase negotiated pursuant to Article 29.03 shall not exceed the amount of funding increase received from the funding agency.

SIGNING PAGE


IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THIS AGREEMENT TO BE EXECUTED THIS 10 day of March, 2025.

On behalf of Canadian Union of Public Employees, Local 4552


On behalf of Deer Park Villa Inc.



Carol Kollman (Mar 10, 2025 10:54 MDT)




Amanda Beltrand (Mar 10, 2025 10:13 MDT)



Theresa Solomon (Mar 10, 2025 11:10 MDT)

Ruth Claschuk



Jenn Poissant (Mar 10, 2025 11:17 MDT)

/cope491

SCHEDULE "A"

As of April 1, 2024

Villa One, Two, Three, Supported Independent Living Program (SILP), and Day Program

	Start	1 Year	2 Year	3 Year	4 Year
A	19.80	20.51	21.33	22.13	22.92
B	20.01	20.78	21.58	22.39	23.18
C	20.35	21.04	21.84	22.64	23.44

Team Leader

	Start	1 Year	2 Year	3 Year	4 Year
A	20.93	21.63	22.45	23.25	24.04
B	21.13	21.90	22.70	23.50	24.29
C	21.47	22.15	22.95	23.75	24.56

Pay Level Definitions:

- Level A – No qualifications
- Level B – **Stride certificate/basic skills training (BST)** (grandfathered staff that have Level 1)
- Level C – **Disability Support Worker, Continuing Care Assistant, Youth Care Worker, Early Childhood Education, or equivalent certificate/diploma.**

MEMORANDUM OF AGREEMENT

BETWEEN

DEER PARK VILLA INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4552

RE: WAGE RE-OPENER

As per Schedule "A," the following wage increase is based on a three percent (3%) overall increase to all employees covered by the collective agreement between the parties.

The increase in wages will take effect on and be retroactive to April 1, 2025.

SCHEDULE "A"

Villa One, Two, Three, Supported Independent Living Program (SILP), and Day Program

	Start	1 Year	2 Year	3 Year	4 Year
A	\$20.39	\$21.13	\$21.97	\$22.79	\$23.61
B	\$20.61	\$21.40	\$22.23	\$23.06	\$23.88
C	\$20.96	\$21.67	\$22.50	\$23.32	\$24.14


Team Leader

	Start	1 Year	2 Year	3 Year	4 Year
A	\$21.56	\$22.28	\$23.12	\$23.95	\$24.76
B	\$21.76	\$22.56	\$23.38	\$24.21	\$25.02
C	\$22.11	\$22.81	\$23.64	\$24.46	\$25.30

Dated this 8th day of September, 2025 at Ituna, Saskatchewan.

On Behalf of Canadian Union
of Public Employees, Local 4552


Nikole Rice (Sep 8, 2025 12:01:18 MDT)


Wayne Selmon (Sep 8, 2025 12:16:56 MDT)


Nyomie Rokosh (Sep 8, 2025 12:18:55 MDT)

On Behalf of Deer Park Villa Inc.


Ruth Elaschuk


Ruth Elaschuk

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 4552
AND
DEER PARK VILLA INC.

Re: Article 13 – Hours of Work and Overtime/Application of Casual Work


The parties agree as follows:

- a) A full day shall consist of up to twelve (12) hours per day. All hours worked in excess of twelve (12) hours per day and eighty (80) hours over a two (2) week period shall be paid at time and one-half (1 ½) the employee's regular rate of pay. Such time is to have been authorized in advance by the employer. When a statutory holiday, as defined in Article 14.01, falls within the two (2) week averaging period, the overall averaging hours will be reduced by eight (8) hours for each statutory holiday included in that period.**
- b) Employees will have twenty (20) days prior to the start of the new schedule to indicate their availability for the upcoming schedule to the employer on the application for casual work form. The employer will ensure employees are aware of the deadline to put their application for casual work form in by indicating the deadline on the availability sheet and posting a calendar on Shared with Everyone.**
- c) Shifts that make up an employee's permanent position (rotation) will ensure that the employee has a minimum of twelve (12) hours of rest between shifts.**
- d) The parties agree to meet and review the progress at least annually through the labour management committee and to make any necessary adjustments upon mutual written agreement.**


This letter of understanding becomes effective the date of signing of the collective agreement and shall remain in force for the term of the collective agreement unless the parties mutually agree in writing to amend or terminate the provisions contained within.

Signed this 10 day of March, 2025

**On behalf of the Canadian Union of
Public Employees, Local 4552**



Carol Kollman (Mar 10, 2025 10:54 MDT)

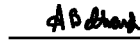


Theresa Solomon (Mar 10, 2025 11:10 MDT)



Jenn Poissant (Mar 10, 2025 11:17 MDT)

On behalf of Deer Park Villa Inc.



Amanda Beltrand (Mar 10, 2025 10:13 MDT)

Ruth Laschuk

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4552
AND
DEER PARK VILLA INC.

RE: ARTICLE 13 – HOURS OF WORK AND OVERTIME/OVERNIGHT TRIPS

13.08 Participant Outings

- 2) **Overnight Trips**
 - a) A shift refers to the entire period of time a staff member is at the employer's disposal.
 - b) Employees will earn their designated straight time wage throughout the duration of the shift regardless of the amount of hours they would have to commit.
 - c) Employees will be granted appropriate meal and break times as defined in this agreement and will be permitted to sleep during the shift.
 - d) All shifts of this nature will be presented to the eligible employees by order of seniority. However, acceptance would be voluntary, and no penalties would arise if an available employee were to decline.
 - e) **Overnight trip shifts shall be offered to employees in order of seniority on a rotational basis, provided the employee is trained and competent to perform the work and subject to the following:**
 - i) **Shifts shall be offered to employees with demonstrated competency to provide for the specific participant's needs to employees who have been scheduled for less than full-time hours, in order of seniority;**
 - ii) **If no employee who has worked less than full-time hours accepts the shift, the shift shall be offered to employees with demonstrated competency to provide for the specific participant's needs in order of seniority, subject to overtime set out in Article 13;**
 - iii) **Acceptance would be voluntary, and no penalties would arise if an available employee were to decline;**
 - iv) **On the next occasion overtime is offered, the procedure will**

start with the next senior employee on the list from the last person who accepted the overnight trip shift.


- e) f) All expenses that an employee may incur during a shift of this nature would be compensated according to the collective agreement prior to departure (travel, accommodation, meals, etc.).

This letter of understanding becomes effective the date of signing and shall remain in force for the term of the collective agreement unless the parties mutually agree in writing to amend or terminate the provisions contained within.

Dated this 8 day of September, 2025 at Ituna, Saskatchewan.

On Behalf of Canadian Union
of Public Employees, Local 4552

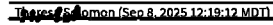
On Behalf of Deer Park Villa Inc.



Nikole Rice (Sep 8, 2025 11:59:26 MDT)




Ruth Caschuk



Theresa Solomon (Sep 8, 2025 12:19:12 MDT)



Ruth Caschuk



Nvornie Rokosh (Sep 9, 2025 11:28:53 MDT)

DB/bs:cope491