

COLLECTIVE AGREEMENT

BETWEEN

RAIL CITY INDUSTRIES INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3481**

CUPE / *Canadian Union
of Public Employees*

FOR THE PERIOD OF:

April 1, 2023 to March 31, 2026

TABLE OF CONTENTS

PREAMBLE.....1

ARTICLE 1 – DEFINITION.....1

1.01 DEFINITIONS 1

ARTICLE 2 – RECOGNITION.....1

2.01 RECOGNITION 1

2.02 CORRESPONDENCE..... 1

2.03 MASCULINE AND FEMININE GENDER 2

ARTICLE 3 – SCOPE.....2

3.01 SCOPE 2

ARTICLE 4 – MANAGEMENT RIGHTS2

4.01 MANAGEMENT RIGHTS 2

ARTICLE 5 – UNION SECURITY2

5.01 UNION SECURITY 2

5.02 EMPLOYER RECOGNITION OF THE UNION..... 2

5.03 UNION REPRESENTATIVES 3

5.04 CONTACT INFORMATION..... 3

5.05 CONFIDENTIALITY 3

5.06 EMPLOYEE ORIENTATION 3

5.07 NO OTHER AGREEMENTS..... 4

5.08 BULLETIN BOARDS 4

5.09 UNION MEETINGS 4

5.10 BARGAINING COMMITTEES 4

5.11 TIME OFF FOR MEETINGS..... 4

ARTICLE 6 – DUES CHECK-OFF4

6.01 DUES CHECK-OFF..... 4

6.02 DUES AUTHORIZATION 5

6.03 DUES RECEIPT 5

6.04 ORGANIZATIONAL CHART..... 5

ARTICLE 7 – SENIORITY5

7.01	SENIORITY	5
7.02	LOSS OF SENIORITY	5
7.03	MAINTENANCE OF SENIORITY.....	6
7.04	SENIORITY/CALL-IN LIST.....	6
ARTICLE 8 – POSTING, CALL-IN, AND PROBATION.....		6
8.01	JOB POSTINGS	6
8.02	INFORMATION IN POSTINGS.....	7
8.03	FILLING POSTINGS	7
8.04	CALL-IN PROCEDURE FOR REGULAR SHIFTS AND OVERTIME	7
8.05	PROBATIONARY PERIOD.....	9
8.06	TRIAL PERIOD	9
8.07	TEMPORARY FOREIGN WORKERS	10
ARTICLE 9 – NOTICE OF LAYOFF AND RECALL.....		10
9.01	NOTICE OF LAYOFF OF EMPLOYEE(S)	10
9.02	ROLE OF SENIORITY IN LAYOFFS	10
9.03	RECALL OF EMPLOYEES.....	11
9.04	NOTICE OF RECALL.....	11
ARTICLE 10 – DISCIPLINE.....		11
10.01	DISCIPLINE.....	11
10.02	THE STEPS OF CORRECTIVE/PROGRESSIVE DISCIPLINE.....	12
10.03	EMPLOYEE FILE.....	12
ARTICLE 11 – NO STRIKE OR LOCKOUT		12
11.01	No STRIKE	12
11.02	No LOCKOUT	12
ARTICLE 12 – GRIEVANCE PROCEDURE		13
12.01	GRIEVANCE DEFINED.....	13
12.02	UNION REPRESENTATION.....	13
12.03	TIME LIMITS TO SUBMIT A GRIEVANCE	13
12.04	TIME LIMITS MAY BE EXTENDED OR ABRIDGED	13
12.05	GRIEVANCE PROCEDURE.....	13
12.06	REFERRAL TO ARBITRATION.....	14

12.07	MEDIATION.....	14
12.08	ARBITRATION	14
12.09	INITIATION OF SPECIAL MEETINGS.....	15
12.10	DECISION	15
12.11	EXPENSES OF THE ARBITRATOR	15
12.12	UNION REPRESENTATION.....	15
	ARTICLE 13 – LEAVE OF ABSENCE	15
13.01	GENERAL LEAVE OF ABSENCE.....	15
13.02	ENTITLEMENT WHILE ON LEAVE OF ABSENCE.....	16
13.03	UNION LEAVE.....	16
13.04	TERM OF UNION LEAVE	16
13.05	COMPASSIONATE LEAVE.....	16
13.06	PERSONAL TIME.....	17
13.07	TEMPORARY FOREIGN WORKER LEAVE OF ABSENCE.....	17
	ARTICLE 14 – COURT DUTY	17
14.01	LEAVE OF ABSENCE FOR COURT DUTY.....	17
14.02	PRESSING NECESSITY	17
	ARTICLE 15 – STATUTORY HOLIDAYS.....	17
15.01	STATUTORY HOLIDAYS.....	17
15.02	CHRISTMAS OR NEW YEAR’S DAY OFF	18
15.03	REGULAR WAGE DEFINED	18
15.04	PAY WHEN WORKING ON A STATUTORY HOLIDAY	18
15.05	PAYMENT FOR SICKNESS ON SCHEDULED PAID HOLIDAY.....	18
	ARTICLE 16 – ANNUAL VACATION	18
16.01	ANNUAL VACATION.....	18
16.02	VACATION PAY UPON TERMINATION	19
16.03	CHOICE OF VACATION	19
16.04	VACATION YEAR	19
16.05	ANNUAL VACATION REQUESTS	19
	ARTICLE 17 – HOURS OF WORK AND OVERTIME.....	20
17.01	HOURS OF WORK	20

17.02	CALCULATION OF OVERTIME.....	21
17.03	EXCHANGING OF SHIFTS	21
17.04	SHIFT DIFFERENTIAL.....	21
ARTICLE 18 – SICK LEAVE.....		21
18.01	SICK LEAVE DEFINED	21
18.02	ACCUMULATION OF SICK LEAVE	22
18.03	DOCTOR’S CERTIFICATE	22
18.04	DEDUCTIONS FROM SICK LEAVE.....	22
18.05	NOTIFICATION OF ILLNESS	22
ARTICLE 19 – QUARANTINE.....		23
19.01	QUARANTINE FOR PANDEMIC	23
ARTICLE 20 – MATERNITY, PARENTAL, AND ADOPTION LEAVE		23
20.01	MATERNITY, PARENTAL, AND ADOPTION	23
ARTICLE 21 – BEREAVEMENT LEAVE		23
21.01	BEREAVEMENT LEAVE.....	23
21.02	MOURNER’S LEAVE	24
ARTICLE 22 – TECHNOLOGICAL CHANGE		24
22.01	TECHNOLOGICAL CHANGE.....	24
ARTICLE 23 – NON-DISCRIMINATION		24
23.01	NON-DISCRIMINATION.....	24
23.02	HARASSMENT	24
ARTICLE 24 – PREVIOUS AGREEMENTS		25
24.01	PREVIOUS AGREEMENTS.....	25
ARTICLE 25 – TERM OF THE AGREEMENT		25
25.01	TERM OF AGREEMENT	25
25.02	OPEN PERIOD	25
25.03	WAGE RE-OPENER.....	25
ARTICLE 26 – BENEFITS		25
26.01	USE OF PRIVATE VEHICLES.....	25
26.02	BENEFIT PLANS.....	26
26.03	EMPLOYEE ASSISTANCE PROGRAM.....	26

26.04 TEAM LEAD ON-CALL26
ARTICLE 27 – RETROACTIVE PAYMENTS.....27
SIGNING PAGE28
SCHEDULE “A”.....29

PREAMBLE

The general purpose of this agreement is to establish and maintain collective bargaining relations between the employer and its employees, to provide orderly, prompt, and equitable disposition of grievances and for the maintenance of mutually satisfactory hours, wages, and working conditions.

ARTICLE 1 – DEFINITION

1.01 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 the full daily and weekly hours as stated in Article 17.
- b) A part-time employee is an employee who is appointed to a position that has a regular schedule of hours that are fewer than the hours identified as full-time hours in Article 17.
- c) Relief and 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.

ARTICLE 2 – RECOGNITION

2.01 Recognition

The employer agrees to recognize the union as the sole legal bargaining agent for employees covered by this collective agreement and agrees to negotiate with the union or its designated representatives on matters relating to terms and conditions of employment and grievances.

2.02 Correspondence

All correspondence between the employer or designate and any employee pertaining to the interpretation, administration, or application of this collective agreement shall be forwarded to the CUPE local president.

All correspondence regarding specific grievances shall be addressed to the CUPE local president and the national representative.

2.03 Masculine and Feminine Gender

Wherever the masculine or feminine gender is used in this agreement, it shall also apply to all genders.

ARTICLE 3 – SCOPE

3.01 Scope

This agreement shall apply to all employees of Rail City Industries Inc., except the executive director, program coordinator III, finance manager, **finance assistant manager**, and program coordinator II. It is understood that the persons employed to operate the SARCAN depot are not employees of Rail City Industries Inc.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The union acknowledges that it is the right of Rail City Industries Inc. to manage the organization and to direct the working force, except as limited by the terms of this agreement

ARTICLE 5 – UNION SECURITY

5.01 Union Security

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

5.02 Employer Recognition of the Union

No employee, or group of employees, shall undertake to represent the union at meetings with the employer without proper authorization from the union.

5.03 Union Representatives

The union shall provide the employer **with** a list of the elected union representatives, **including officers, stewards, and members of the grievance committee, as changes are made.** The list will include the representatives' titles. The union shall update the list for the employer as representatives change.

5.04 Contact Information

The employer will provide the union **with** a list of all the employees in the bargaining unit on February 1 and July 2 of each year **and shall update the list for the union as employees change.** The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work email, and, if available, personal email.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, **or** casual), and, if the employee is on a leave of absence, the nature of the leave.

5.05 Confidentiality

The parties recognize that the principle of confidentiality within a labour relations context is extremely important. Depending on the specific situation, this principle recognizes that managers, supervisors, union representatives, and employees may have legitimate access to confidential information for labour relations/business purposes.

Union representatives **who** have access to confidential information for labour relations/business purposes have the right to discuss the information with other employees and/or the hired union staff representative if they have a legitimate business interest to the information.

5.06 Employee Orientation

The employer shall notify the local president of all new employees hired. Each new employee shall be advised of the fact that a collective agreement is in effect, that union membership is required as a condition of employment as defined by *The Saskatchewan Employment Act*, and advise the employee of the name of the local president.

The union shall be provided with one-half (1/2) hour orientation time with new employees during **team meetings or the new employee onboarding process.** The orientations will be limited to a maximum of one (1) per month.

A copy of the collective agreement will be made available by the union for employee orientation.

5.07 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the employer or their representative which may conflict with the terms of this collective agreement.

5.08 Bulletin Boards

The employer shall provide a bulletin board at all locations, which shall be placed so that all employees will have ready access to it 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.

5.09 Union Meetings

The employer may approve the use of the agency facilities to hold union meetings and educational functions. Union meetings, including general and/or committee meetings, held on the employer's premises shall not interfere with the operations of the employer.

5.10 Bargaining Committees

A union bargaining committee shall be elected or appointed, and the union will advise the employer of the union members of the committee.

An employer bargaining committee shall be appointed, and the employer will advise the union of the management nominees to the committee.

If the bargaining committees agree to meet to conduct negotiations during working hours, the employer will provide leave without loss of pay or benefits for three (3) employees for all time spent in negotiations.

5.11 Time Off for Meetings

Any representative of the union on the bargaining committee who is in the employ of the employer shall have the right of attending meetings held within working hours without loss of remuneration.

ARTICLE 6 – DUES CHECK-OFF

6.01 Dues Check-Off

The employer shall deduct monthly dues from the earnings of each employee in accordance with the procedure designated by the union. Such funds deducted from an employee's earnings on behalf of the union shall be remitted to the person designated by the union within three (3) weeks of the said deductions. **The employer shall furnish to the union a**

completed dues remittance form, supplied by the union, and an electronic spreadsheet including the following information:

- **Name;**
- **Employment status (such as full-time, part-time, temporary, casual);**
- **Classification/job title;**
- **Work location;**
- **Regular earnings;**
- **Hours worked; and**
- **Dues deducted.**

For any period of delay in remitting the sums listed in this article, the employer will pay the union interest at the rate of prime plus two percent (2%) per month or pro-rated if less than a month.

6.02 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.

6.03 Dues Receipt

The employer agrees to record all union dues paid in the previous year on the employee's income tax (T-4) slips.

6.04 Organizational Chart

The employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority of the organization, accompanied by an up-to-date list, **including contact information**, of persons in authority.

ARTICLE 7 – SENIORITY

7.01 Seniority

Seniority shall be defined as the length of an employee's service calculated from the last date on which the employee commenced employment in a position in the bargaining unit.

7.02 Loss of Seniority

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

- a) Are discharged for just cause and are not reinstated;

- b) Resign in writing **and do not rescind their resignation within thirty-six (36) hours;**
- c) Fail to report to work after termination of leave of absence;
- d) Fail to report to work on recall after layoff within ten (10) days of being recalled;
- e) Have been continually laid off for a period of **twenty-four (24)** months or a period in excess of the accumulated seniority of the employee at the time of layoff, whichever is the lesser;
- f) Retire from the employ of the employer;
- g) Accept a **permanent** position with the employer outside of the bargaining unit **and have passed probation;**
- h) Are a casual employee who has been offered work but has not accepted work for a period of sixty (60) days, exclusive of leaves of absence;
- i) **Are unable to return to work for a period of twenty-four (24) months due to illness or disability; and**
- j) **Fail to report for three (3) consecutively scheduled shifts without approved absence unless it can be shown by the employee that special circumstances prevented the employee from reporting to work.**

7.03 Maintenance of Seniority

Subject to Article 7.02 and Article 8.05 of this agreement, an employee shall maintain seniority.

7.04 Seniority/Call-in List

All employees shall be listed in order of seniority. The employer agrees to post a seniority list each year, showing employees' seniority **and will update the list as changes occur.** Upon proof of error, the employer shall revise the seniority list. Copies of the seniority list and revisions thereof shall be forwarded to the union.

ARTICLE 8 – POSTING, CALL-IN, AND PROBATION

8.01 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, the employer shall notify the union in writing and post notice of the position in the employer's

premises for a period of seven (7) days. Positions outside of the bargaining unit may be posted externally at the same time.

8.02 Information in Postings

Such notice shall include the following information:

- Job classification
- Status
- Required qualifications
- **Wage rate**
- Hours per averaging period
- Location (subject to the employer's right to transfer **due to operational change**)
- Closing date of competition
- Summary of the duties

8.03 Filling Postings

Employees shall be entitled to bid on vacancies by means of written application. In all cases of filling vacancies for positions inside the bargaining unit, the following factors shall prevail: the qualifications, ability, and experience of the employee. Where the above factors are relatively equal, the senior applicant shall be awarded the position.

8.04 Call-in Procedure for Regular Shifts and Overtime

If a shift becomes available more than seventy-two (72) hours ahead, the employer will offer the shift via the employer's scheduling portal. Employees will have twenty-four (24) hours to respond to the employer via the employer's portal to accept the shift offered. The shift will be awarded as per Article 8.04 a). If overtime is required, it shall be awarded in accordance with Article 8.04 b).

If a shift becomes available less than seventy-two (72) hours but more than twenty-four (24) hours ahead, the employer will offer the shift via the employer's scheduling portal. Employees will have eight (8) hours to respond to the employer via the employer's portal to accept the shift offered. The shift will be awarded as per Article 8.04 a). If overtime is required, it shall be awarded in accordance with Article 8.04 b).

If a shift becomes available less than twenty-four (24) hours ahead, the employer will offer the shift via the employer's scheduling portal. Employees will have one (1) hour to respond to the employer via the employer's portal to accept the shift offered. The shift will be awarded as per Article 8.04 a). The shift will be awarded as per Article 8.04 a). If overtime is required, it shall be awarded in accordance with Article 8.04 b).

- a) **Where additional shifts become available, they shall be offered to part-time and casual employees in the following order by seniority:**
- 1) Part-time employees for the **facility** required in order by seniority.
 - 2) Part-time employees from other **facilities who** have been orientated to that **facility** in order by seniority.
 - 3) Casual employees in order by seniority.
- b) If no part-time or casual employees **who** are orientated to that **facility** are available, or if they have been scheduled for full-time hours, overtime hours shall be offered in the following order by seniority:
- 1) Full-time employees in the **facility required.**
 - 2) **Full-time employees from other facilities who have been orientated to that facility required.**
 - 3) Part-time employees in the **facility required.**
 - 4) Part-time employees from other **facilities who** have been orientated to that **facility required**
 - 5) Casual employees **who have been orientated to that facility required.**
 - 6) Full-time **employees agency wide.**
 - 7) **Part-time employees agency wide.**
 - 8) **Casual employees agency wide.**
- c) If there is no answer, the staff scheduler may proceed to the next eligible employee on the list. Overtime shall not be paid to employees unless they are in an overtime situation as per Article 17.01.
- In extenuating circumstances, the employer may request, in writing, to bypass the normal call-in process, provided it is required to facilitate client care and safety. Such requests will not be unreasonably denied.
- d) Should the senior employee be scheduled for a shorter shift and a longer shift becomes available, the employee shall be offered the longer shift.

- e) Casual employees shall provide their availability **on the employer-provided form annually and update changes quarterly but no less than** fourteen (14) days in advance. Casual employees **may** be scheduled **as per their indicated availability**.

If an employee hasn't worked in a **facility** for **two (2)** months, they shall be orientated to that **facility** at the employer's discretion. Requests for orientation will not be unreasonably denied.

- f) **Chefs in Training**

Senior employees who have the required training, skills, and abilities for the Chefs in Training and commercial kitchen shall be called first for shifts in those **facilities**. Should no employee with the training, skills, and abilities be available, other employees shall be called in order of seniority. For further clarification, part-time employees shall be called prior to casual employees. Should call-in result in overtime, the process shall be that the employees shall be called by seniority in order of full-time, part-time, **and** casual.

8.05 Probationary Period

All employees will serve an initial probationary period.

Newly hired employees shall be on probation for a period of **five hundred twenty (520)** hours for all full-time **positions, part-time positions pro-rated against full-time equivalent hours, and three hundred seventy-five (375)** hours for casual positions. During the probationary period, employee(s) shall be entitled to all rights and benefits of this agreement, except that a probationary employee who has worked less than **the prescribed amount of time** may be dismissed for unsuitability, provided the dismissal is not arbitrary or discriminatory.

The employer shall provide feedback on performance issues to new employees and provide a reasonable opportunity for the employee to improve their performance during the probationary period.

In agreement with the union, the employer may extend the probationary period for employees up to three hundred fifty (350) hours.

The employer will provide the union with rationale for the extension. Such rationale shall not be unreasonable.

8.06 Trial Period

Where **an** appointment is made from an applicant who is already employed by Rail City Industries 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 the employer determines 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. 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.

8.07 Temporary Foreign Workers

- a) **The employer agrees to actively work with the union to recruit Canadians and permanent residents prior to applying for temporary foreign workers.**
- b) **The employer agrees to assist any employee whose immigration status is linked to their employment in reviewing and maintaining their immigration status.**

ARTICLE 9 – NOTICE OF LAYOFF AND RECALL

9.01 Notice of Layoff of Employee(s)

In the event the employer finds it necessary to lay off employees, the following shall apply:

- a) One (1) week's notice if the period of employment is less than one (1) year;
- b) Two (2) weeks' notice if the period of employment is one (1) year or more but less than three (3) years;
- c) Four (4) weeks' notice if the period of employment is three (3) years or more but less than five (5) years;
- d) Six (6) weeks' notice if the period of employment is five (5) years or more but less than ten (10) years;
- e) Eight (8) weeks' notice if the period of employment is ten (10) years or more.

9.02 Role of Seniority in Layoffs

When reducing staff, senior employees shall be retained, provided they are able and qualified to do the work.

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

9.03 Recall of Employees

Employees laid off in accordance with Article 9.01 shall be returned in order of their seniority to work in positions for which they have the qualifications and ability, as determined by the employer, to handle the work to be performed.

9.04 Notice of Recall

In the event of recall of an 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 by registered letter within five (5) days of the mailing of such letter, stating their acceptance or refusal of the employment offered and their intention of reporting for work within the time limits specified in Article 7.02(d). In the event that the employer does not receive such registered letter from the employee within the stated five (5) day period of accepting employment, or the employee fails to report within the required time limits, the said employee shall be deemed to be terminated.

ARTICLE 10 – DISCIPLINE

10.01 Discipline

When an employee is requested to meet with the employer for any purpose that may result in discipline, they shall receive a minimum of twenty-four (24) hours' notice in writing and the purpose (investigation or discipline) of the meeting, **with a copy of the notice sent to the union**. In the written notice, the employer shall inform the employee of their right to union representation, their responsibility for ensuring they have union representation, and the nature of the meeting. The employee shall be given an opportunity to provide a defence for their actions prior to any disciplinary action being taken. No permanent employee will be disciplined or dismissed except for just cause.

The parties agree that they will make reasonable effort to resolve issues with respect to employee performance through discussion and consultation prior to initiating disciplinary action.

The parties acknowledge the right of employees to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

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

The employer will provide the union and the employee with written reasons for discipline or dismissal. A copy of said document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be provided to the employee and, upon request by the employee, to the union.

10.02 The Steps of Corrective/Progressive Discipline

The parties to this agreement recognize that a coaching/counselling process usually precedes the discipline process. They also recognize the following 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.

10.03 Employee file

Employees shall have the right to review their personnel file by contacting the **program coordinator II** or designate and making an appointment.

The employee shall not remove any documentation in the file. However, the employee may request, in writing with a rationale, that the employer remove any items they believe should not be on the file. Any disciplinary document placed on an employee's file shall be removed no later than twenty-four (24) months from the date of issue, provided there is no other disciplinary action of equal or greater severity within the twenty-four (24) months **for a related circumstance**.

Employee performance evaluations, including probationary reviews, will not be removed from the personnel file.

ARTICLE 11 – NO STRIKE OR LOCKOUT

11.01 No Strike

No employee bound by this collective bargaining agreement shall strike during the term of this collective bargaining agreement.

11.02 No Lockout

The employer shall not cause a lockout during the term of the collective bargaining agreement.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Grievance Defined

A grievance shall be defined as any dispute between the employer and any employee(s) or the union regarding the interpretation, operation, or application of this agreement.

12.02 Union Representation

Any grievance submitted shall be in writing, be signed by the aggrieved employee and/or the union representative and shall specify the article and section of the agreement alleged to have been violated and the redress or adjustment requested. The employer recognizes the employee's right to be represented by the union at any meetings with the employer during the grievance procedure. Such union representatives shall not suffer loss of regular pay as a result of time spent in such meetings.

12.03 Time Limits to Submit a Grievance

No grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint come to the attention of the union.

12.04 Time Limits May Be Extended or Abridged

The parties may agree, by mutual consent, to extend or abridge any time limit under the grievance procedure.

12.05 Grievance Procedure

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

Step 1 – Informal Discussion with the Program Coordinator II or Designate

Any difference or dispute between the employer and any employee(s) and/or the union pertaining to any issue that may lead to a grievance, as defined in Article 12.01, will be discussed with the **program coordinator II** or designate prior to the union filing a grievance. The employee(s) and/or the union shall identify the informal meeting as Step 1 of the grievance procedure process at the commencement of the meeting. The employer shall provide a Step 1 response within ten (10) working days.

In cases of dismissal, the grievance procedure shall begin at Step 2. The executive director will hear the grievance and submit a decision in writing to the union within ten (10) working days. All grievance responses will be addressed to and forwarded to the union's local president.

Step 2 – Executive Director or Designate

The union shall file the grievance with the executive director within fourteen (14) days of becoming aware of the event or circumstances giving rise to the complaint or within ten (10) days of the Step 1 meeting if a satisfactory resolve is not reached.

The executive director or designate will hear the grievance within ten (10) days of receipt of the grievance and submit a decision in writing to the union within ten (10) working days. All grievance responses will be addressed to and forwarded to the union's local president.

12.06 Referral to Arbitration

If a grievance brought forward under Article 12.05 is not resolved, either party may refer the matter to arbitration by providing notice to the other party. Notice of the intent to proceed to arbitration shall be provided within twenty-eight (28) calendar days of the executive director's decision respecting the initial grievance.

12.07 Mediation

The parties agree to enter into mediation prior to arbitration. By mutual consent, the parties may agree to waive the use of mediation. The parties agree to share the costs of the mediation.

12.08 Arbitration

a) **It is agreed by the parties that any difference of opinion relating to the interpretation, application, or administration of this agreement which cannot be settled after exhausting the grievance procedure may be settled by arbitration. A notice of intent to arbitrate will be forwarded to the other party within the time limits set out in Article 12.**

b) **The parties will seek to agree upon a single neutral arbitrator to hear the matter. If the parties are unable to agree to a single arbitrator within twenty-eight (28) calendar days of arbitration referral, the parties will appoint their respective representative to an arbitration panel in accordance with *The Saskatchewan Employment Act*. The parties' representatives on a panel of arbitration will then meet within fourteen (14) calendar days to select a neutral chair of the arbitration panel.**

c) **Powers of the Arbitrator**

The arbitrator so agreed or appointed shall determine the date, time, and place of the hearing. They shall not have the power to amend the collective agreement but may interpret language, substitute, amend, or invalidate any disciplinary action at their discretion. The decision of the arbitrator shall be

final and binding upon the parties to this agreement. The arbitrator shall render a written decision within one hundred fifty (150) days of the conclusion of the hearing.

d) Payment for Arbitration

The parties shall jointly share the expenses of the arbitrator while each bearing their own expenses relating to the hearing.

12.09 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).

12.10 Decision

A written decision of the arbitrator or arbitration board shall be made within three (3) months from the last day of the arbitration hearing and shall be final and binding on the parties.

The arbitrator or arbitration board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

There shall be no lockout by the employer and no stoppage of work by the union because of the grievance being arbitrated.

12.11 Expenses of the Arbitrator

The parties to this agreement shall be equally responsible for the remuneration and expenses of the arbitrator.

12.12 Union Representation

Union representation shall be available at all steps of this grievance procedure and at the direct discussions referenced above.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 General Leave of Absence

An unpaid leave of absence of greater than thirty (30) days duration shall be granted to an employee, insofar as the regular operation of the organization will permit, provided the employee furnished a valid reason for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least twenty-eight (28) calendar days in advance. The employee shall receive confirmation in writing of the

request within fourteen (14) days of submission. Unpaid leave of absence of less than thirty (30) days duration shall be granted to an employee, insofar as the regular operation of the organization will permit, provided the employee furnished a valid reason for requiring such leave. Except in extenuating circumstances, all requests must be submitted at least seven (7) calendar days in advance.

13.02 Entitlement While on Leave of Absence

An employee granted a leave of absence under Article 13.01 shall not earn sick leave credits, annual vacation credits, or paid holiday pay for the entire period granted.

13.03 Union Leave

Insofar as efficient operations will permit, in the sole discretion of the employer, employees shall, upon giving not less than three (3) business days' notice, be granted leave of absence without pay to attend business meetings, schools, seminars, and conventions in connection with union affairs. Such leave shall be for a maximum of fourteen (14) calendar days on any one (1) occasion.

An employee granted leave under this article shall earn vacation credits, sick leave credits, and designated holiday pay. The employer agrees to continue to pay normal salary, supplementary earnings, and benefits to an employee on a leave for one (1) month or less to attend to union business. The union shall reimburse the employer for **all pay and benefits during the period of such absence.**

13.04 Term of Union Leave

On leaves of absence of more than one (1) month, the employer agrees to pay normal salary and benefits to the employee. In addition to those costs set forth above, the union shall reimburse the employer for the following:

- a) Annual vacation;
- b) Sick leave;
- c) Designated holidays.

13.05 Compassionate Leave

The employer shall grant **up to three (3) days paid compassionate leave to be deducted from an employee's sick bank per occasion upon written request to attend to personal matters related to the employee's spouse, common-law spouse, parent, step-parent, fiancé, step-child, child, sibling, step-sibling, or grandchild. Additional unpaid days shall be granted** in conformity with the *Employment Insurance Act* and *The Saskatchewan Employment Act*.

13.06 Personal Time

All regular full-time and part-time employees shall be entitled to **thirty-two (32)** personal **hours** per calendar year (January 1 to the last pay period in December) paid for by the employer. Personal **time** will be subject to the operations requirements, and employees must provide **fourteen (14)** days' notice of their intent to take personal **time**. Employees will not be responsible for finding their replacement. Personal **time** entitlement for part-time employees shall be calculated on a pro-rated basis.

13.07 Temporary Foreign Worker Leave of Absence

The employer will grant a leave of absence for a temporary foreign worker who requires time off work to make arrangements to update or restore their immigration status.

ARTICLE 14 – COURT DUTY

14.01 Leave of Absence for Court Duty

An employee who is summoned to serve as a juror or be subpoenaed as a witness **shall** be granted an unpaid leave of absence.

14.02 Pressing Necessity

Whenever possible, an employee shall be granted up to three (3) sick days for pressing necessities. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not, by the exercise of reasonable judgment, have been foreseen by the employee and which requires the immediate attention of the employee.

If an employee has no available pressing necessity leave to access, the employee may also request to use vacation or **personal** days off which have not yet been scheduled for the purpose of such leave. Such requests will be approved based on operational feasibility.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 Statutory Holidays

Employees shall be entitled to regular wages for all statutory **holidays**, designated as public holidays in *The Saskatchewan Employment Act*, where any holiday falls on the employee's regular workday.

New Year's Day
Family Day

Saskatchewan Day
Labour Day

Good Friday
Remembrance Day
Christmas Day
Boxing Day

Thanksgiving Day
Victoria Day
Canada Day

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

15.02 Christmas or New Year's Day Off

Except under extenuating circumstances, an employee shall have at least Christmas or New Year's Day off **when requested in accordance with Article 16.03.**

15.03 Regular Wage Defined

Where an employee's hours vary from day to day, the "regular wage" is **five percent (5%)** of the total wages, exclusive of overtime, earned by the employee in the four (4) weeks immediately preceding the public holiday.

15.04 Pay When Working on a Statutory Holiday

Employees who work on a public holiday are entitled to **overtime pay for each hour worked.**

15.05 Payment for Sickness on Scheduled Paid Holiday

Employees scheduled who work on a paid holiday but who are unable to work in accordance with Article 18 shall be paid in accordance with Article 18.

ARTICLE 16 – ANNUAL VACATION

16.01 Annual Vacation

- a) Each employee who completes one (1) year of service with the organization shall be entitled to three (3) weeks of annual vacation and 3/52nds of total wages for vacation pay.
- b) After eight (8) years of service, the employee shall be entitled to four (4) weeks of annual vacation. Employees entitled to four (4) weeks of annual vacation shall receive 4/52nds of their total wage for the past year as annual vacation pay.
- c) After twelve (12) years of service, the employee shall be entitled to five (5) weeks of annual vacation. Employees entitled to five (5) weeks of annual vacation shall receive 5/52nds of their total wage for the past year as annual vacation pay.

d) **Vacation Carry Over**

In special circumstances, such as a planned extended vacation, employees may have consideration given to **allowing** one (1) week of vacation carried over. This request must be submitted in writing to the employer a minimum of thirty (30) days in advance of year end.

16.02 Vacation Pay Upon Termination

In the event of termination prior to one (1) year's service, the employee shall be entitled to 3/52nds of total wages earned to the date of termination.

16.03 Choice of Vacation

Recognizing the operational needs of the organization, annual vacations for employees may be taken at any time during the twelve (12) month period following the vacation year cut-off date, with the exception of peak period of May 15 to September 15. During peak period, employees will be limited to using a maximum of 2/3s of their entitlement.

16.04 Vacation Year

The vacation year shall be defined as the twelve (12) month period commencing April 1 of the current year and ending March 31 of the following year.

16.05 Annual Vacation Requests

- a) By February 1 of each year, the employer shall supply each full-time and part-time employee with forms for annual vacation requests for the upcoming vacation year. Casual employees **shall have the option to accrue and request vacation leave or** be paid vacation entitlement on each pay cheque as it is earned.
- b) Vacation request forms will be accepted until March 1 of the current year. The requests from employees with greater seniority shall have priority.
- c) Vacation requests received after March 1 of the current year will be granted on a first-come, first-served basis, insofar as the operational needs of the organization permit.
- d) Employees shall receive confirmation of their vacation approval by **March 15** of the current year.
- e) No employee shall refuse or neglect to request scheduled vacation. If any employee refuses or neglects to request scheduled vacation by **November 1** of the current year, the employer retains the right in such instance to schedule vacation.

- f) Once a vacation has been granted, the employer may not cancel or reschedule the vacation unless agreed upon with the employee.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 Hours of Work

- a) Definition of a Day

For the purpose of this agreement, a day is defined as the twenty-four (24) hours from the start of an assigned shift.

- b) 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. The employer agrees to post **regular reoccurring** schedules of work at least fourteen (14) days in advance. Employees required to change their schedule will be given at least **seven (7) days'** notice of change, except in cases of emergency. **The employer shall develop a master schedule for regularly scheduled employees. The master schedule shall be reviewed with the union annually.**

- c) Full-time hours shall consist of:

- i) Full-time hours consist of eight (8) hours per day, forty (40) hours per week.
- ii) Full-time hours for employees working in group homes shall be eight (8) hours per day, with an average of **eighty (80)** hours per **two (2)** weeks.

Wherever possible, all permanent employees shall be scheduled no less than two (2) consecutive days off in an averaging period. However, this does not preclude less than full-time employees from accepting an offer of work on scheduled days off, provided they do not exceed full-time equivalent hours.

- d) **Failure to provide at least twelve (12) hours rest between a change in shifts in eight (8) hour schedules shall result in the payment of overtime at established rates for any hours worked during such rest periods.**
- e) Authorized hours worked by employees in excess of the hours specified above shall be paid **at the applicable overtime rates of pay as described in Article 17.02.**
- f) Employees working an eight (8) hour shift will be allowed two (2) rest periods of fifteen (15) minutes as near as possible to midway of each half of the shift and a half-hour (½) paid meal period, except **for team leaders** as outlined below:
 - i) eight (8) hours per day, including a one (1) hour paid meal period and/or;

- ii) as per Article 17.01 a);
- iii) the hours of work, as stated in this article, are not to be construed as a guarantee, as a minimum, nor as a restriction for any maximum of hours to be worked.

17.02 Calculation of Overtime

- a) **Overtime must be authorized by the executive director. Payment for all authorized overtime shall be calculated as outlined in b) following and shall be calculated to the nearest one-half (1/2) hour.**
- b) **Overtime payment for overtime worked shall be made at one and one-half (1 1/2X) times the employee's hourly rate for all hours worked above an employee's regularly scheduled hours of work.**

17.03 Exchanging of Shifts

- a) **Any exchanging of shifts is subject to approval by the employer with two (2) days' prior notice.**
- b) **Deviation from the posted work schedule, which results from employees trading shifts, shall not result in overtime.**
- c) **Payment will be adjusted to reflect the actual hours worked.**
- d) **No shift exchanges will be approved, which results in less than eight (8) hours of rest period between worked shifts.**

17.04 Shift Differential

Shift differential for group home staff shall be **fifty cents (\$0.50)** per hour for hours worked between 9:00 p.m. and 12:00 a.m. and **seventy-five cents (\$0.75)** per hour for hours worked between 12:00 a.m. and 7:00 a.m.

ARTICLE 18 – SICK LEAVE

18.01 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 constituted a health hazard for the residents and all other employees, and the employee was instructed by the employer to leave the employee's place of duty.

18.02 Accumulation of Sick Leave

- a) All full-time employees shall earn sick leave credits at the rate of one **and one quarter (1.25)** days per month of service.

Part-time and casual employees who work thirty (30) hours or more on a regular basis shall continue to earn sick leave credits on a pro-rated basis.
- b) Accumulation of sick leave credits shall be allowed to a maximum of **twenty (20)** days.

18.03 Doctor's Certificate

A doctor's certificate may be required for any period of sick leave **in excess of three (3) consecutive workdays**. Any cost arising from the employer's request will be paid for by the employer.

18.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits.

18.05 Notification of Illness

Employees working the day shift claiming sick leave shall notify the employer at least two (2) hours before the employee would normally report for work.

Employees working an afternoon/evening/night shift claiming sick leave shall notify the employer at least four (4) hours before the employee would normally report for work.

The employee must speak to their staff scheduler **or designate** regarding their absence and may not leave a message with another employee, on an answering machine, voicemail, or text message.

ARTICLE 19 – QUARANTINE

19.01 Quarantine for Pandemic

A regular full-time or part-time employee shall be granted a leave of absence without loss of pay or sick leave credits as a result of being quarantined by order of the **medical officer of health** because of a pandemic (when a pandemic is declared by the **medical officer of health**), where such quarantine prevents the employee from attending to their duties. The employer has the right to request the appropriate documentation in such circumstances.

ARTICLE 20 – MATERNITY, PARENTAL, AND ADOPTION LEAVE

20.01 Maternity, Parental, and Adoption

Employees shall be granted maternity, parental, and adoption leave as provided by labour standards.

ARTICLE 21 – BEREAVEMENT LEAVE

21.01 Bereavement Leave

Bereavement leave with pay of up to five (5) calendar days in duration shall be granted to regular full-time or part-time employees upon the death of a spouse **or equivalent**, parent, step-parent, step-child, child, **sibling**, **step-sibling**, grandchild, or **other special equivalent circumstances**.

Bereavement leave with pay of up to three (3) calendar days in duration shall be granted to regular full-time or part-time employees upon the death of a parent-in-law, step-parent-in-law, **sibling-in-law**, grandparent, grandparent-in-law, or **other special equivalent circumstances**.

Casual employees shall be entitled to bereavement leave as per this article above, providing that the employee was scheduled to work at least two (2) weeks prior to **the** date of death.

Bereavement leave must be taken within the period beginning one (1) week before or ending one (1) week after the funeral relating to the death for which the leave is requested.

Recognizing that individual circumstances have a bearing on the need for bereavement leave, the employer, on request, may grant additional unpaid leave.

21.02 Mourner's Leave

An employee scheduled to work **shall** be granted one-half (½) day paid leave to attend a funeral/memorial service as a mourner, **subject to operational efficiency**, in the event of the death of someone **who is a close or significant relation of the employee and who is not identified in Article 21.01.**

ARTICLE 22 – TECHNOLOGICAL CHANGE

22.01 Technological Change

If, as a result of the employer introducing new equipment or major changes in operating methods or dissolution of departments, certain job classifications shall no longer be required, the employer shall anticipate these changes and conduct a program of training and transfer of the employees affected prior to **the** change.

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 age, race, creed, colour, national origin, gender, family status, ancestry, political or religious affiliation, disability, sex, sexual orientation or marital status, nor by reason of membership or activity in the union.

23.02 Harassment

The union and the employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal.

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

- a) 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
- b) 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 that constitutes a threat to the health or safety of the worker.

The employer agrees to consult the union when the harassment policy is being reviewed to be updated.

ARTICLE 24 – PREVIOUS AGREEMENTS

24.01 Previous Agreements

This agreement constitutes the total agreement reached between the parties and supersedes any and all previous agreements, either oral or written.

ARTICLE 25 – TERM OF THE AGREEMENT

25.01 Term of Agreement

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1, 2023, up to and including March 31, 2026, and from year to year thereafter unless notification of desire to amend or terminate is given in writing.

25.02 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 terminate this agreement or to negotiate a revision thereof.

25.03 Wage Re-Opener

Notwithstanding the provisions of Article 25.01 above, this agreement may be opened for the 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. Either party intending to enter into such negotiations of wages shall be required to serve the other party with not less than fourteen (14) days’ written notice of intent to negotiate.

It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect. Any negotiated wage increases pursuant to **this article** shall not exceed the amount of funding increase received from the funding agency.

ARTICLE 26 – BENEFITS

26.01 Use of Private Vehicles

- a) Employees who have approval from the employer to use private vehicles for out-of-town travel when on workplace business shall be paid a kilometre allowance of forty-five cents (\$0.45)/kilometre.
- b) The employer will **provide all employees** annual additional liability insurance on their personal vehicle when using their vehicle for employer business.

- c) Each group home team leader, supported apartment living program caregiver, and Chefs in Training/commercial kitchen technician shall receive **forty-five dollars (\$45.00)** per month, prorated to the hours worked, as compensation for use of personal automobile for work-related mileage within the Melville city limits, prorated for employees designated by the employer to fill in for group home team leaders.

Employees receiving this compensation shall be required to use their personal vehicle for employer business.

26.02 Benefit Plans

The employer agrees to **provide Canada Life Group Employee Benefits**, subject to the terms of the plans, for eligible full-time, part-time, and casual employees. The employer and employees shall pay the premiums for the **Canada Life Benefit Plans cost shared at fifty percent (50%) employer, fifty percent (50%) employee.**

All employees participating in the Canada Life Employee Benefit Plan shall receive coverage for life insurance, AD&D, dependent life insurance, critical illness, long-term disability, drugs, health, out-of-province emergency care, vision, and dental unless proof is provided to the employer of employee coverage in another plan.

The parties agree to a four (4) person committee [two (2) union, two (2) management] to review benefit plan options and make recommendations to the parties by the next wage re-opener. The employees shall suffer no loss of pay or benefits to serve on this committee.

Pension: All employees, as per SARC eligibility.

Pension is paid on a 50/50 basis between the employer and employee, employer contribution of **four percent (4%)** and employee contribution of **four percent (4%)**.

26.03 Employee Assistance Program

The parties agree that all employees will have access to an employee assistance program provided by the employer. The Employee Assistance Program is paid by the employer.

26.04 Team Lead On-Call

The parties agree that each group home team leader shall be paid **seventy dollars (\$70.00)** per month as on-call compensation.

ARTICLE 27 – RETROACTIVE PAYMENTS

All employees, including those who have retired from the employer on or after April 1, 2023, shall be eligible for retroactive general wage increases based on all paid hours of work up to and including the date of retirement.

Employees who have terminated their employment from the employer for reasons other than retirement on or after April 1, 2023, shall not receive retroactive payments.

SIGNING PAGE

**IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THIS AGREEMENT TO
BE EXECUTED THIS 29 day of July, 2025.**

On behalf of Rail City Industries Inc.

On behalf of Canadian Union of
Public Employees, Local 3481

Tara Czaja

Tara Czaja (Jul 29, 2025 16:00:52 MDT)



Nicole Huber (Jul 31, 2025 08:37:23 MDT)

Chris Paradis

Chris Paradis (Jul 31, 2025 08:34:18 MDT)

Kaylan Wotherspoon

Kaylan Wotherspoon (Jul 31, 2025 13:49:10 MDT)



Engrid Sim (Jul 31, 2025 13:56:05 MDT)

DB/bs:cope491

SCHEDULE "A"

Effective April 1, 2024

Position	0 to 1040	1041 to 4160	4161 plus
Staffing Scheduler	23.10	24.15	26.24
Technician	22.44	23.55	24.63
Team Leaders	22.10	23.23	24.37
Support Workers	20.45	21.57	22.65