

COLLECTIVE AGREEMENT

BETWEEN

MACKENZIE SOCIETY VENTURES INC.

AND

**THE CANDIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3364**

CUPE / *Canadian Union
of Public Employees*

April 1, 2025 to March 31, 2028

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BETWEEN: MACKENZIE SOCIETY VENTURES INC.
Of the Town of Preeceville, in the Province of Saskatchewan
(Hereinafter called the “employer”)

OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3364
(Hereinafter called the “union”)

OF THE SECOND PART

PREAMBLE

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

ARTICLE 1 – DEFINITIONS

1.01 Definitions

For the purposes 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 20.
- b) A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 20.
- c) 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.
- d) Temporary positions are positions with a specified start and end date to either fill a known vacancy or a position of a temporary nature of more than ninety (90) days in length and not to exceed twenty-four (24) months.

ARTICLE 2 – RECOGNITION

2.01 Recognition

The employer recognizes the union as the sole collective bargaining agent for the employees covered by this agreement.

2.02 Correspondence

All correspondence between the parties hereto arising out of this agreement shall pass to and from the executive director and the president of the union.

2.03 No Other Agreements

No employee(s) shall be required or permitted to make a written or verbal agreement with the employer or its representatives, which may conflict with the terms of this collective agreement.

ARTICLE 3 – SCOPE

3.01 Scope

This agreement shall cover all employees of Mackenzie Society Ventures Inc., except the executive director, program coordinator, financial administration clerk, administrative assistant, day program **coordinator**, HRDC funded summer students, and SARCAN operations.

3.02 Work of the Bargaining Unit

No bargaining unit employee or positions will be replaced by volunteers or out-of-scope employees.

3.03 No Contracting Out

The employer agrees that no employees shall have their hours of work reduced or be laid off as a result of the employer contracting out work.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The union acknowledges that it is the right of the employer to manage and to direct the working force of Mackenzie Society Ventures Inc., except as limited by the terms of this

agreement. This includes, but is not limited to, the right to hire, select, transfer the workforce, and lay off because of lack of work or funding.

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 Organizational Chart

- a) The employer agrees to place on the bulletin board an up-to-date block organizational chart showing the administrative structure and the line of authority in the organization, as needed or requested.
- b) The union shall supply the employer with an up-to-date list of the representatives, officers, stewards, and members of the grievance committee, as needed or requested.

5.03 Notification

The employer shall, by notice addressed to the union president or designate (as directed by the union), notify the union of any changes to an employee's employment status within fourteen (14) working days. This shall include promotions, demotions, layoffs, terminations, and any newly hired employee. In the case of a newly hired employee, the employer shall provide the name and address of such employee and the date of commencement of their employment and the classification in which they are employed.

5.04 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 that 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.

5.05 Employee Information

The employer will provide to the union a list of all the employees in the bargaining unit.

The list will include the employees:

- Name;
- Job title/classification;
- Employment status (full-time, part-time, temporary, casual);
- Home mailing address;
- Telephone number(s);
- Work email address and, if available, personal email address; and
- If the employee is on a leave of absence, the nature of the leave.

An up-to-date list will be forwarded to the union, as needed or requested.

5.06 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their union steward or representative, as designated by the union.

The representative designated by the union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

5.07 Union Announcements

During any staff meeting, the union will be provided an opportunity to make union announcements (without discussions).

ARTICLE 6 – DUES CHECK-OFF

6.01 Check-off

The employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the union to receive the same, the union dues, assessments, and initiation fees regularly required of all members. Such deductions will be forwarded to the person designated by the union to receive them no later than the tenth (10th) day of the month following the one in which they were deducted. The employer shall furnish to the union a completed dues remittance form, supplied by the union, and an electronic spreadsheet indicating the pay period covered by the deduction. This

spreadsheet shall include the following information for all employees from whose wages the deductions have been made:

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

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 Deductions

The union shall furnish the employer in writing the amount to be deducted from each employee not less than thirty (30) days before the effective date for such deductions.

6.03 Income Tax

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

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.01 Labour Management Committee

A Labour Management Committee shall be established in order to discuss and settle matters of mutual concern. The purpose of labour management meetings will be to address matters which would not normally be addressed through the grievance or bargaining process.

The committee shall consist of up to three (3) representatives of the union, and up to three (3) representatives of the employer and shall hold quarterly meetings, or more if mutually agreed by the union and the employer.

The parties shall provide agenda items prior to each scheduled meeting.

Employees will attend meetings without loss of pay.

ARTICLE 8 – PROBATIONARY EMPLOYEES

8.01 Probationary Employees

Newly hired employees shall be on probation for one thousand forty (1,040) hours worked. The probationary period of an employee may be extended up to five hundred twenty (520) hours by the employer upon mutual agreement by the union.

During the probationary period, employees will be entitled to all rights and privileges of this agreement unless otherwise specified. An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment. Employees shall be notified in writing when they have completed their probationary period, with a copy to the union.

8.02 Discharge of Probationary Employees

The discharge of a probationary employee shall be subject to the grievance and arbitration procedure, and the parties agree that a lesser standard than just cause shall apply.

ARTICLE 9 - SENIORITY

9.01 Accumulated Date of Hire Seniority

Seniority shall be determined by the date the employee last entered the service of the employer.

9.02 Loss of Seniority

An employee shall only lose seniority and shall be deemed terminated in the event the employee:

- a) is dismissed by the employer for cause and not reinstated;
- b) resigns in writing;
- c) fails to report for work after termination of leave of absence;
- d) fails to report from work on recall after layoff within ten (10) days of being recalled;
- e) has been continually laid off due to lack of work for a period of twenty-four (24) months;

- f) is a casual employee and fails to actually work at least one (1) offered shift that wasn't previously identified by the employee as being unavailable in a sixty (60) day period, unless on an approved leave of absence;
- g) is an employee who is absent without leave for a period of three (3) or more consecutive shifts and where no special circumstances are shown.

9.03 Seniority List

The employer agrees to post an up-to-date seniority list quarterly each year. Employees shall be ranked on the seniority on the basis of their start date. 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 10 – POSTING OF POSITIONS

10.01 Job Posting

When a vacancy occurs or a new position is created inside or outside 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 minimum of seven (7) calendar days.

Employees shall be entitled to bid for vacancies by means of written application.

10.02 Information in Postings

Such notice shall contain the following information: nature of position, location of position, required qualifications and skills, number of shifts, and guaranteed hours. For positions inside the bargaining unit, the notice shall include wage or salary rate or range.

10.03 Appointment

Where an applicant has the required qualifications and ability, the senior applicant shall be awarded the position.

10.04 New Positions

Employees hired into permanent or temporary positions shall begin their new position within one (1) month of being awarded the position unless mutually agreed between the employer and union. Such agreement will not be unreasonably withheld.

10.05 Trial Period

The successful applicant shall be allowed a trial period of one hundred sixty (160) hours worked from the date of appointment. The trial period may be extended to three hundred twenty (320) hours with mutual agreement of the employer and the union. Employees shall be advised in writing with reasons if the trial period is to be extended and shall be advised in writing when the trial period is complete, with copies to the union.

In the event the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to their former position within one (1) month without loss of seniority and benefits. Employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority or benefits.

10.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to any senior applicant who does not possess the required qualifications but is nearing completion of qualifications prior to filling the vacancy. Such employees will be given a trial period to complete the qualifications within a reasonable length of time and will revert to their former position if the required qualifications are not met within such time. Employees shall be advised in writing of the qualifications to be achieved and the time in which they must be achieved.

10.07 Temporary Positions

- a) When the employer determines that a position of ninety (90) calendar days or longer exists, the position shall be posted and filled subject to the posting provisions identified in Article 10.
- b) Additional postings shall not be required for the position of the employee transferred as a result of the original posting. Employees seeking additional or different hours of work should apply for the position, as further vacancies resulting from the awarding of the temporary position will be filled from the pool of applicants received for the original temporary position.
- c) When the temporary position ends, the employee shall be returned to their former position.
- d) Employees filling temporary positions shall be eligible to apply for any permanent position or any temporary position of substantially greater hours of work or duration that is posted during the term of the temporary position.

10.08 Classifications

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

10.09 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 11 – CALL-IN PROCEDURE

11.01 Call-in Procedure

- a) Where additional shifts become available, they shall be offered to part-time and casual employees who are qualified and capable of performing the required work in the following order:
 - 1) Part-time employees at the **department/facility** required in order of seniority.
 - 2) Part-time employees from other **departments/facilities** by seniority.
 - 3) Casual employees by seniority.
 - 4) If no part-time or casual employees are available, or if they have been scheduled for full-time hours, overtime hours shall be offered in the following order by seniority:
 - i) Full-time employees in the **department/facility**.
 - ii) Part-time employees in the **department/facility**.
 - iii) Full-time employees from other **departments/facilities**.
 - iv) Part-time employees from other **departments/facilities**.
 - v) Casual employees.

In exceptional circumstances, in consultation with the union, call-in will be offered utilizing the regular staffing patterns. Exceptional circumstances means that shifts may be offered as a block booking.

- b) Employees shall declare, in writing, the specifics of their unavailability (days, shifts, locations, and/or any other specific restrictions) for relief assignments for the year. Employees may amend their unavailability information either in writing or by phone followed up in writing.
- c) Employees are required to inform the employer before accepting a call for relief assignment that accepting the relief assignment will result in overtime.

Notwithstanding the above, the employer acknowledges their responsibility to also be aware of when offering shifts will result in overtime.

- d) When an employee is consistently unavailable for shifts, they will no longer be called for shifts, nor will they be terminated as per Article 9.2 f), until a discussion has occurred with the employee and the union to discuss and resolve the matter.

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Definition (Layoff)

A layoff will be defined as a lack of work, reduction in the workforce, or a reduction in the regular hours of work as defined in this agreement.

12.02 Role of Seniority in Layoffs

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

12.03 Layoff Notice

In the event of a layoff, employees with three (3) months or more service will receive at least one (1) week prior notice or pay in lieu thereof. Employees with one (1) year's seniority will receive at least two (2) weeks' prior notice or pay in lieu thereof. Employees with more than one (1) year's seniority will receive one (1) additional week's notice or pay in lieu thereof for each subsequent year to a maximum of eight (8) weeks.

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

12.04 Layoff Procedure

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

12.05 Recalls

Employees on layoff shall be recalled, in order of seniority, to positions for which they have the qualifications and ability to perform the available work.

12.06 Recall Procedure

When recalling employees, the employer shall forward notice of recall by courier or registered letter to the employee's last known email and mailing address, with a copy to the union. If the employee fails to keep the employer advised of their current address, the employer shall not be responsible for the failure of a notice sent by courier or registered letter to reach such employee. The employee must notify the employer in writing within five (5) days of receipt of notice, stating their intention to return to work.

12.07 Bumping Procedure

All employees who have been notified of layoff may exercise their seniority rights by bumping a less senior employee, provided the employee seeking to bump has the required knowledge, skills, and abilities to perform the work in question. An employee may bump into more than one position to maximize their hours up to the same level as the position they were laid off from. Such bumps shall be subject to the other restrictions in the collective agreement.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.01 The Goal of Corrective Discipline

The parties agree that the goal of corrective discipline is to correct culpable employee behaviour.

13.02 Discipline

No employee shall be disciplined, suspended, or discharged unless there is just cause for such action.

13.03 Union Representation

The employer shall provide the employee and the union reasonable notice of investigative and disciplinary meetings. The notice shall include notice of their right to have union representation at the meeting, whether it is an investigative or disciplinary meeting, and the reason for the investigation or discipline. The employee and/or the union are responsible to ensure union representation is present. An employee who is given a formal written reprimand or more serious disciplinary sanctions shall be given reasons in writing with a copy to the union.

After an investigation meeting is held, the employer shall provide the results of their investigation to the employee and to the union within a reasonable time limit. The employee and the union will be provided regular updates if the investigation exceeds two (2) weeks.

If union representation is refused, the employer shall provide to the union a written confirmation of such refusal, with a copy of the document being supplied to the employee.

The employer reserves the right to invite the union to meetings which an employee has refused union representation.

13.04 The Steps of Corrective Discipline

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

The parties to this agreement further recognize the usual steps of corrective discipline are:

- a) Verbal warning(s)
- b) Written reprimand(s)
- c) Suspension(s)
- d) Termination

It is understood that normal progression may be altered by the severity of the offence.

13.05 Disciplinary Documents

Disciplinary documents shall be removed from an employee's file after a period of two (2) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period.

ARTICLE 14 – HEALTH AND SAFETY

14.01 Occupational Health and Safety

The employer and employees agree to comply with the provisions of *The Saskatchewan Employment Act, Part III – Occupational Health and Safety Regulations*.

The employer and the union shall cooperate with the Occupational Health and Safety Committee as required under *The Saskatchewan Employment Act, Part III – Occupational Health and Safety*.

The parties agree that all managers, supervisors, union representatives, and employees are responsible to ensure that all enjoy a safe and healthy work environment. It is the responsibility of all to ensure any alleged or potentially unsafe working conditions are reported to the employer.

14.02 Occupational Health and Safety Committee

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

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 Occupational Health and Safety Committee.

14.03 Harassment in the Workplace

The employer and the union agree that harassment in the workplace is not acceptable and agree to work together towards the elimination of harassment.

The employer will develop and update, as required, an anti-harassment in the workplace policy.

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

- Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, union activity; or,
- Adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and,
- Constitutes a threat to the health and safety of the worker.

To constitute personal harassment, repeated conduct, comments, displays, actions, or gestures must be established; or a single, serious occurrence of conduct, or a single, serious comment, display, action, or gesture that has a lasting or harmful effect on the worker must be established. It does not include any reasonable action taken relating to the management of the place of employment.

The employer and the union acknowledge a shared responsibility to:

- Prevent harassment
- Promote a safe, abuse-free environment
- Uphold the philosophy of zero tolerance of harassment

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

14.04 Violence in the Workplace

The employer and the union commit to eliminating violence in the workplace by complying with relevant legislation(s).

The employer will develop and update, as required, a no violence in the workplace policy.

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

14.05 The Duty to Reasonably Accommodate

Accommodation of employees within the workplace is a shared responsibility between the employer, the union, and the employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

If required, the employee's co-workers will be reminded of their legal responsibility to the duty to reasonably accommodate an employee.

ARTICLE 15 – NO STRIKE OR LOCKOUT

15.01 No Strike

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

15.02 No Lockout

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

ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURES

16.01 Grievance Defined

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

16.02 Grievance Submitted

Any grievance submitted shall be in writing and be signed by the grieving employee or a union representative.

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.

To provide an orderly process for settling grievances, the union shall identify its representatives authorized by the union to file the grievance paperwork.

After a grievance has been filed by the union, it becomes the property of the union.

The employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the union.

16.03 Time Limits to Present 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 came to the attention of or should have come to the attention of the employee or employees concerned.

16.04 Grievance Procedure

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

Step 1

Prior to a grievance being submitted at Step 2, employees, through the union or the union itself, shall seek to informally resolve with the immediate out-of-scope supervisor 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 16.01. This discussion shall take place within fourteen (14) calendar days of discovery of the cause for complaint.

Step 2

Employees, through the union or the union itself, shall refer a written grievance to the administrative assistant or designate. The administrative assistant or designate shall respond in writing. If an adjustment satisfactory to the union is not made within fourteen (14) calendar days of the time it is brought to the attention of the administrative assistant or designate, the grievance shall be processed as follows or be considered settled.

Step 3

Failing satisfactory adjustment within the time limit of Step 2, the union may, within fourteen (14) calendar days, but not thereafter, from the time the employee's administrative assistant or designate gave an answer, submit the grievance to the executive director. The executive director shall give the union a decision within fourteen (14) calendar days from the receipt of the grievance. The decision shall be in writing.

16.05 Arbitration

If satisfactory settlement is not reached in Step 3, the union may request arbitration, providing the request is made in writing, within, but not after, fourteen (14) calendar days of the decision of Step 3.

16.06 Board of Arbitration

Where a grievance is referred to arbitration, the parties shall first attempt to agree to a single arbitrator within fourteen (14) calendar days of the union making a request for arbitration. In the event that the parties are unable to agree to a single arbitrator, a board of arbitration shall be established in accordance with *The Saskatchewan Employment Act, Part VI – Labour Relations*.

16.07 Certain Rules and Procedures Applying

The rules and procedures set forth in *The Saskatchewan Employment Act, Part VI – Labour Relations* shall apply to any arbitration proceedings under this agreement as though the arbitration were an arbitration board.

16.08 Jurisdiction

The arbitration board shall not have jurisdiction to alter, add to, subtract from this agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this agreement.

16.09 Decision

The decision of the arbitrator or arbitration board, as the case may be, shall be final and binding on both parties. Each party shall bear the expenses of its appointee and the employer and the union shall equally bear the fee and expenses of the chairperson.

16.10 Time Limits

The time limits of the grievance procedure may only be extended by the written agreement of the employer and the union. In the absence of such agreement, the following shall apply:

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

ARTICLE 17 – LEAVE OF ABSENCE

17.01 Leave of Absence

An unpaid leave of absence may be granted to an employee insofar as the regular operation of the organization will permit and provided the employee furnishes a valid reason for requiring such leave. Except in extenuating circumstances, all requests for a leave of absence must be submitted at least fourteen (14) calendar days in advance.

17.02 Benefits

An employee granted a leave of absence under Article 17.01 shall not earn sick leave credits, annual vacation credits, or paid holiday pay for the entire period granted.

17.03 Union Affairs

Insofar as efficient operations will permit, a maximum of one (1) designated employee per **department/facility** (Anaka House, Preece Place, Canora Group Home, Mackenzie Training Centre, House #3, Group Home #4) shall, upon giving not less than seven (7) calendar days' notice, be granted leave of absence with pay to attend business meetings, schools, seminars, and conventions in connection with union affairs. Such leave shall be for a maximum of ten (10) calendar days on any one occasion. The union shall reimburse the employer for all pay and benefits during the period of absence.

An employee granted such leave shall earn time towards increments, sick leave credits, and annual vacation credits during the entire period of leave granted.

Upon notification to the employer, an employee elected or appointed to represent the union on a full-time basis up to a term of two (2) years will be allowed a leave of absence with pay and benefits and without loss of seniority. The union will reimburse the employer for receipt of such pay.

17.04 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 the committee from their assigned duties shall be granted, based on operational feasibility.

17.05 Personal Time

Upon employer approval, employees will be granted **twenty-four (24) hours** unpaid personal **time** per fiscal year upon giving at least forty-eight (48) hours' notice to the immediate out-of-scope supervisor or designate.

17.06 Leave for Pressing Necessity

An employee will be granted three (3) days leave to be deducted from their paid vacation or banked time each fiscal year for pressing necessities with notice to the immediate out-of-scope supervisor or designate. 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.

17.07 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 is required due to workplace exposure and prevents the employee from attending to their duties. The employer has the right to request the appropriate documentation in such circumstances.

17.08 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 18 – STATUTORY HOLIDAYS

18.01 Statutory Holidays

The employer agrees to comply with the provisions of *The Saskatchewan Employment Act, Part II – Employment Standards* with regard to statutory holidays. For these purposes, the following will be recognized as statutory holidays:

New Year's Day
Family Day

Labour Day
Thanksgiving Day

Good Friday
Victoria Day
Canada Day
Saskatchewan Day

Remembrance Day
Christmas Day
Boxing Day

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

ARTICLE 19 – ANNUAL VACATION

19.01 Length of Vacation

Every full-time employee is entitled to:

- a) Annual vacation with pay of three (3) weeks after each year of employment.
- b) Annual vacation with pay of four (4) weeks after ten (10) years of employment.
- c) Annual vacation with pay of five (5) weeks after twenty (20) years of employment.

Part-time and casual employees are entitled to:

- a) During the first ten (10) years of employment, 3/52nds of their total wage for vacation pay. The vacation shall be paid at the end of each pay period.
- b) After ten (10) years of employment, 4/52nds of their total wage for vacation pay. The vacation shall be paid at the end of each pay period.
- c) After twenty (20) years of employment, 5/52nds of their total wage for vacation pay. The vacation shall be paid at the end of each pay period.

Part-time employees shall be entitled to take their vacation in the form of paid days off at the equivalent rate to their vacation pay entitlement. Part-time employees must declare their intention to receive vacation as paid days off **or change of intention** by March 15 for the next fiscal year.

Any employee not having a year of service prior to 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.

An employee leaving the service at any time in their vacation year before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.02 Vacation Requests

Requests for annual vacation shall be made in writing fourteen (14) calendar days in advance and shall be subject to approval by the supervisor or designate. Approval shall be at the discretion of the supervisor or designate to ensure coverage of regular service. When more than one employee requests leave for the same time period, approval shall be granted to employees in order of their seniority.

The employer shall respond to vacation requests within ten (10) days following the submission of the written request. If the employer fails to respond, then the vacation request shall be considered approved.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 Post Schedules

The employer agrees to post an **annual** schedule. Such a schedule may be changed with twenty-eight (28) days' notice. Employees required to change their schedule will be given at least seven (7) days' written notice of change, except in cases of emergency or unforeseen circumstances. The union will be given written notice of all schedule changes.

20.02 Master Schedule

- a) **The employer and the union shall develop a master schedule for regularly scheduled employees. The master schedule shall be developed annually by March 15.**
- b) **The employer may not amend a master schedule unless the employer:**
 - i) **Gives notice of the proposed amendment to the local of the union a minimum of twenty-eight (28) calendar days in advance of the week in which the change is intended to take effect; and**
 - ii) **Makes reasonable efforts to meet and consult the local of the union about the proposed amendment within seven (7) calendar days of giving notice.**
- c) **Any amended master schedule shall comply with the provisions of this collective agreement.**

20.03 Hours of Work

Full weekly hours shall consist of an average of forty (40) hours per week over a four (4) week period, as scheduled by the employer. Employees working the **direct support professional** position shall be scheduled to work ten (10) hour shifts. All other shifts shall be scheduled for no more than eight (8) hours per day.

20.04 Overtime

Employees shall be entitled to overtime after ten (10) hours in a day or one hundred sixty (160) hours averaged over a four (4) week period, as authorized by the employer. All overtime shall be paid on the next pay. For the purposes of this agreement, a “day” is defined as **the twenty-four (24) hours from the start of an assigned shift**. By mutual written agreement between the supervisor in charge and the employee, the employee may take time off, calculated at the appropriate rates, in lieu of overtime pay. Any unused banked time will be paid out at the end of the fiscal year. Upon mutual written agreement between the employee and employer, unused banked time may be carried over to the next fiscal year. There shall be no reduction in employees’ regularly scheduled hours to avoid payment of overtime or to avoid allowing time in lieu of overtime.

20.05 Rest Periods

- a) One (1) rest period of fifteen (15) minutes shall be allocated by the employer for each employee working a shift of more than three (3) hours.
- b) Two (2) rest periods of fifteen (15) minutes shall be allocated by the employer for each employee working a shift of at least seven (7) hours.

20.06 Meal Periods

Group home employees working a full eight (8) hour day shall be scheduled a one-half (1/2) hour paid meal period within each eight (8) hour shift.

Employees working a full eight (8) hour day at Mackenzie Training Centre shall be scheduled a one-half (1/2) hour unpaid meal period unless mutually agreed otherwise between the employer and employee.

20.07 No Maximum or Minimum

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.

20.08 Weekends Off

Whenever possible, all employees shall have at least one (1) weekend off in every three (3) week period. Insofar as possible, within establishing staffing patterns, employees will be scheduled for weekends off on an equitable basis. Exemption from this article will be by mutual agreement between the employee(s) and the employer.

20.09 Time Off Between Shifts

Failure to provide an employee at least twelve (12) hours rest between shifts shall result in payment of overtime rates for any hours worked during such periods, except in extenuating circumstances and/or there is a mutual written agreement between the employer and the employee, with a copy to the union.

20.10 Exchange of Shifts

Any exchange of shifts between employees shall be subject to eight (8) hours rest period and must be approved in advance by the employer.

20.11 Call-in, Call Back

An employee who is called back to work outside their regular working hours shall be paid the greater of hours worked or three (3) hours at the employee's hourly wage.

20.12 Temporary Performance of Higher Duties

- a) When the employer determines that work of a higher paid classification is necessary, the employer shall allocate that assignment to existing employees by seniority in the **agency** based on qualifications and ability as determined by the employer.
- b) An employee temporarily assigned to perform duties in accordance with a) above shall receive pay at Step 1 of the grid related to that position for all hours worked in the higher classification.

ARTICLE 21 – PAYMENT OF WAGES

21.01 Schedule of Wages

The employer agrees to pay all employees covered by this agreement as per the Schedule of Wages as set out in Schedule 'A' attached and made part of this agreement.

21.02 Paydays

Employees shall be paid on a bi-weekly basis. Employees shall receive an electronic pay stub listing all deductions made, including, but not limited to, the union dues amount, earnings for the period, hours worked, the hourly rate, overtime hours, and premiums.

21.03 Payroll Error

A payroll error resulting in underpayment will be rectified by the employer on the next pay period.

21.04 Job Classification

The union acknowledges the need for the flexibility of job classifications requiring employees to perform services outside of their job classification in order to ensure the efficient operation of the employer.

21.05 Increments

Increments for the Schedule of Wages as contained in Schedule 'A' shall be granted to employees based on completion of actual hours worked.

21.06 Performing Duties of a Lower Paid Classification

When an employee is required by the employer to perform temporarily the duties of a lower paid classification or position, the employee shall not suffer any reduction in earnings.

ARTICLE 22 – MATERNITY, PARENTAL, AND ADOPTION LEAVE

22.01 Maternity, Parental, and Adoption Leave

Employees shall be granted maternity, parental, and adoption leave as provided by *The Saskatchewan Employment Act, Part II – Employment Standards*.

- a) An employee who makes application for leave under this article must request the leave at least one (1) month in advance of the requested start date:
 - i) And who provides their immediate supervisor with a medical certificate certifying that they are pregnant and specifying the estimated due date is entitled to and shall be granted material leave for a period not exceeding eighteen (18) months.

If an employee's original request for maternity leave was less than eighteen (18) months, they shall be entitled to one (1) extension of said leave such that the entire leave of absence shall not exceed eighteen (18) months.

Where, in the opinion of the employee's medical practitioner, a further extension of the leave is necessary for medical reasons such leave shall be extended.

- ii) And who provides their immediate supervisor with proof of adoption of a child shall be granted adoption leave for a period not exceeding eighteen (18) months, which shall not commence prior to the date at which the child becomes available for adoption.

- iii) An employee who makes application for paternity leave at least one (1) month in advance of the commencement date shall be granted paternity leave for a period of up to eighteen (18) months duration. Paternity leave is in accordance with this article.
- b) The employer shall not dismiss or lay off an employee solely because they are pregnant or have applied for leave in accordance with subsection a) above.
- c) With thirty (30) days' notice, an employee may return prior to the expiration of the leave, provided it does not require the employer to pay two (2) employees for the same job.
- d) An employee returning from leave shall be reinstated in the position with the hours of work in the department in which they were employed prior to going on leave. If their position is abolished during their leave, they shall be subject to layoff as if they have been occupying the position at the time of its abolition.
- e) An employee unable to perform their regular duties, but able to perform other work, shall, where possible, be permitted to do so at the appropriate rate of pay for the position they are filling.

ARTICLE 23 – SICK LEAVE

23.01 Sick Leave Defined

An employee having accumulated an entitlement to sick leave may claim 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 constitutes a health hazard for the clients or other employees, and the employee was instructed by the employer to leave the employee's place of duty, **or**;
- d) any employer approved absence from regularly scheduled work time for medical, dental, or optical appointments for the employee, or;
- e) any employer approved absence from regularly scheduled work time for illness or medical, dental, or optical appointment for children, parents, or spouse, to a maximum of five (5) days shall be charged against the employee's sick leave entitlement.

Once an employee has reported to their supervisor that they will not be attending work under Article 23, the employee will not be required to attend the workplace until they are fit to return to work.

23.02 Accumulation of Sick Leave Credits

All full-time employees, except as otherwise provided in this agreement, shall earn sick leave credits at the rate of **ten (10) hours** per month. Sick leave credits for part-time and temporary employees shall be calculated on a pro-rated basis.

23.03 Maximum Accumulation

Accumulation of sick leave credits shall be allowed to a maximum of **one hundred twenty (120) hours**.

23.04 Doctor's Certificate

At the request of the employer, a doctor's certificate may be required after three (3) consecutive days of sick leave, including leave for attendance to family provided in Article 23.01. The cost, if any, shall be paid by the employer.

23.05 Post Sick Leave Credits

The employer shall provide up-to-date sick leave credits for each employee.

23.06 Notification of Illness

Except in extenuating circumstances, employees claiming sick leave shall notify the employer at least two (2) hours before the employee would normally report for work.

23.07 Long-Term Disability

The employer will continue to provide all eligible employees with long-term disability insurance in accordance with present policies for the life of this agreement.

If an employee on long-term disability is unable to return after two (2) years, a meeting will be held with the union and the employee. The employee shall no longer hold their permanent position, will maintain their seniority for an additional one (1) year, and be able to apply for positions once they are allowed to work. After three (3) years, a meeting shall occur between the employer, union, and the incumbent to determine if there is a reasonable opportunity the employee can return to work.

23.08 Notice of Return to Work

Employees returning to work from an approved leave such as maternity, paternity, adoption leave, or long-term disability shall provide thirty (30) calendar days' notice of their intention.

23.09 Mental Health Leave

An employee may use their sick leave entitlement for the purposes of mental health. If an employee has exhausted their sick leave entitlement, they will be allowed to access unpaid mental health leave through the use of their unpaid personal days. The employer agrees that a medical note will not be required for days taken due to mental health.

ARTICLE 24 – BEREAVEMENT LEAVE

24.01 Bereavement Leave

Bereavement leave with pay of up to five (5) working days in duration shall be granted to a full-time or part-time employee upon the death of their spouse, parent, child, step-child, grandchild, or step-grandchild.

Bereavement leave with pay of up to three (3) working days in duration shall be granted to a full-time or part-time employee upon the death of their fiancé, sibling, grandparent, grandparent-in-law, child-in-law, parent-in-law, or sibling-in-law. These shall include common-law relationships.

Employees may be granted two (2) additional days without pay based on operational feasibility.

If an employee has to travel four hundred (400) kilometres or more one way, they shall be granted two (2) days with pay.

24.02 Compassionate Care Leave

The purpose of compassionate care leave is for a full-time or part-time employee to access time away from work without pay, up to a maximum of eight (8) weeks, to provide care or support to a gravely ill family member with a significant risk of death within twenty-six (26) weeks or to help their parents transition into a care home or senior housing. Compassionate care leave without pay shall be granted in accordance with the requirements of Employment Insurance (EI) Compassionate Care Benefit provisions.

ARTICLE 25 – BULLETIN BOARDS

25.01 Bulletin Boards

The employer shall provide a bulletin board, 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 notices as may be of interest to the employees.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.01 Technological Change

The employer agrees to comply with the provisions of *The Saskatchewan Employment Act, Part VI – Labour Relations* with respect to technological change.

ARTICLE 27 – NO DISCRIMINATION

27.01 Human Rights

The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion by reason of age, colour, race, creed, national ancestry, political affiliation, disability, physical size, gender, political activity, marital status, sexual orientation, gender identity, place of origin, place of residence, family relationship, and/or religious affiliation except as permitted by *The Saskatchewan Human Rights Code*.

27.02 Domestic Violence

Employees who have been employed for a minimum of ninety (90) days and are experiencing interpersonal violence as outlined in *The Saskatchewan Employment Act*, will be able to access up to ten (10) days unpaid leave as outlined in *The Saskatchewan Employment Act*.

27.03 Union Membership or Activity

The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion by reason of membership or activity in the union, or non-membership in the union.

27.04 Occupational Health and Safety

The employer and the union agree that there shall be no discrimination or disciplinary action against a worker for complying with *The Saskatchewan Employment Act, Part III – Occupational Health and Safety* or for reporting their health and safety concerns to the employer, OH&S committee, or OH&S division.

27.05 Participation in the Armed Forces

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

27.06 Employee, Supervisor, or Manager

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

ARTICLE 28 – EMPLOYEE PERFORMANCE REVIEW

28.01 Employee Performance Review

When a review of an employee's work performance is made, the employee concerned shall be given the opportunity to read such review. The employee shall be required to sign and acknowledge that they have been given an opportunity to read the performance review and shall be provided with a copy. Such signature shall not constitute an agreement with the contents of the review.

The employee shall have the right to respond in writing to such review within fourteen (14) days and such response shall become part of the record.

28.02 Personnel Record

Employees shall have the right, by giving twenty-four (24) hours' notice, to have access to and review their personnel record in the presence of a supervisor and within working hours.

ARTICLE 29 – RETIREMENT AGE

29.01 Retirement Age

The normal retirement date for all employees shall be the first day of the month coincident with, or immediately following, the attainment of the stated retirement age as stipulated in their pension or superannuation plan, with the understanding that there is no mandatory retirement date.

Employees who reach the age of sixty-five (65) and desire to continue working will be eligible to do so, providing that they continue to meet stated job requirements.

ARTICLE 30 – BENEFITS

30.01 Employee Assistance Plan

The employer agrees to provide an Employee Assistance Plan, fully paid for by the employer.

30.02 Pension Plan

The employer agrees to continue the current SARC pension plan, subject to the terms of the plan, with a four percent (4%) contribution from employees and a four percent (4%) matching employer contribution, for eligible full-time, part-time, and casual employees.

30.03 Benefit and Pension Plans

The employer agrees to continue the current SARC benefit plan, subject to the terms of the plans, for eligible full-time, part-time, and casual employees.

The employer shall pay one hundred percent (100%) of the premiums for the following:

- Basic life
- Accidental death and dismemberment
- Dental
- Enhanced healthcare and vision plan

The employer and employees shall pay the premiums for the long-term disability plan at a cost share of twenty-five percent (25%) employer and seventy-five percent (75%) employee.

An employee approved to take a leave of absence under Article 17.01 may continue to participate in the benefit plans as per the plan text at full cost to the employee.

ARTICLE 31 – FEES AND ALLOWANCES

31.01 Mileage Allowance

- 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. Expense forms must be submitted to the employer.
- b) The kilometre rate shall be adjusted as the Public Service Commission of Saskatchewan adjusts the rate.

31.02 Meals

When employees are required to be away from their **department**/facility for work-related purposes, they shall be reimbursed for meals with prior authorization of the employer, up to the following amounts:

- **Fifteen dollars (\$15.00)** – breakfast
- **Twenty dollars (\$20.00)** – lunch
- **Twenty-five dollars (\$25.00)** – supper

Increase will be included in wage re-openers.

31.03 Accommodation

When employees are required to be away from their **department**/facility overnight for work-related purposes, they shall be reimbursed for accommodation upon presentation of receipts, with prior authorization of the employer.

ARTICLE 32 – TERM OF AGREEMENT

32.01 Agreement Term

This agreement, except for Schedule ‘A’, will become effective on April 1, 2025, and shall continue in effect until March 31, 2028, and automatically from year to year thereafter unless either party gives written notice of its desire to terminate the agreement or to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred twenty (120) days prior to the expiry of this agreement.

32.02 Negotiation of Wages and Benefits

Notwithstanding the provisions of Article 32.01 above, this agreement may be opened for the negotiation of Schedule of Wages as contained in Schedule ‘A’ and benefits in the event the funding agency grants an increase in funding for wages or benefits to the employer **and such increases will not be unreasonably withheld**. Either party intending to enter into such negotiation of wages and benefits shall be required to serve the other party written notice of intent. It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect.

SIGNING PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THIS AGREEMENT TO BE EXECUTED THIS 20 day of August, 2025.

On behalf of Mackenzie Society
Ventures Inc.

On behalf of Canadian Union of
Public Employees, Local 3364



Kayla Blots (Aug 20, 2025 11:18:36 MDT)



Shyria Buenafior (Aug 21, 2025 11:13:00 GMT+8)



Brandi Heskin (Aug 20, 2025 13:03:19 MDT)



Anne Pawliw (Aug 26, 2025 22:59:28 MDT)



Mary Strickland (Aug 27, 2025 01:10:23 CDT)



Katrina Jay (Aug 28, 2025 15:20:34 MDT)

DB/bs:copc491

SCHEDULE 'A'

SCHEDULE OF CLASSIFICATIONS AND WAGES

Effective April 1, 2024 – 3%

Increment Periods of Hours	0 to 1040	1041 to 3120	3121 to 5200	5201 +
Direct Support Professional	\$19.49	\$20.79	\$21.47	\$22.09
Supportive Independent Living Program	\$21.14	\$22.40	\$23.05	\$23.59
Team Lead	\$21.49	\$22.79	\$23.47	\$24.09

MEMORANDUM OF AGREEMENT

BETWEEN

MACKENZIE SOCIETY VENTURES INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3364

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'


SCHEDULE OF CLASSIFICATIONS AND WAGES

Increment Periods of Hours	0 to 1040	1041 to 3120	3121 to 5200	5201+
Direct Support Professional	\$20.07	\$21.41	\$22.11	\$22.75
Supportive Independent Living Program	\$21.77	\$23.07	\$23.74	\$24.30
Team Lead	\$22.13	\$23.47	\$24.17	\$24.81


Dated this 1 day of October, 2025 at Preeceville, Saskatchewan.

On behalf of Mackenzie Society
Ventures Inc.


On behalf of Canadian Union of
Public Employees, Local 3364




Kayla Blotski (Oct 1, 2025 16:08:58 MDT)



Angie Pawliw (Oct 1, 2025 19:32:30 MDT)



Brandi Heskin (Oct 1, 2025 18:04:08 MDT)



Mary McLoughlin (Oct 8, 2025 09:21:27 MDT)