

Collective Agreement

BETWEEN

PHOENIX RESIDENTIAL SOCIETY INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5545

April 1, 2025 to March 31, 2027



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ARTICLE 1 – PREAMBLE

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

- a) To maintain and improve the harmonious relations between the employer and the union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the employees in the bargaining unit of the union.
- e) To act in a fair and reasonable manner.
- f) Both parties agree to bargain all matters pertaining to conditions of work as contemplated by the Collective Agreement and /or Letters of Understanding.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The union acknowledges that it is the right of the employer to manage its operation and to direct the working force. Management rights as set out in this agreement are subject to the terms of the collective agreement.

2.02 Retention of Management Rights Not Specifically Limited

The Employer retains all the regular and customary management rights except as limited by the terms of this agreement.

2.03 No Violation of Agreement

In exercising its management rights, the employer shall not violate any provision of this agreement and any letters of understanding.

ARTICLE 3 – DEFINITIONS

3.01 Definitions

The parties agree to the following interpretive points to aid in the efficient application and understanding of our agreement:

- a) Union means the Canadian Union of Public Employees, CUPE 5545.
- b) Employer means Phoenix Residential Society.
- c) Executive Director means the executive director, or out of scope designate as solely determined by the employer.
- d) Permanent Employee means an employee who has successfully completed the required probationary period.
- e) Probationary Employee means an employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- f) Full-Time Employee means an employee who has been permanently appointed to a full-time position and who has completed the required probationary period.
- g) Part-time: An employee who is required on an ongoing, scheduled less than full-time basis as per their accepted letter of offer and; has successfully completed an initial probation period and; is eligible for additional work up to and including full-time hours.
- h) Temporary Employee means an employee who has been appointed to a position with a specific beginning and end date.
- i) Casual means an employee who provides short term relief and may also work shifts as operationally required but not necessitated by replacing an absent employee. Casual employee is eligible to work up to full-time hours. In addition casual employees may be hired for additional staffing needs, special projects, and other extenuating circumstances.
- j) Fiscal Year is defined as April 1 to March 31.
- k) ABI means Acquired Brain Injury.
- l) HOMES means Housing and Other (Case) Management and Engagement Services.

3.02 Use of singular, plural, masculine, feminine or non-binary terms whenever the singular, plural, masculine, feminine or non-binary is used in this agreement, it shall not be considered as a reference to gender.

ARTICLE 4 – RECOGNITION AND REPRESENTATION

4.01 Bargaining Unit and Excluded Employees

The employer recognizes the union as the sole and exclusive bargaining agent for all employees of Phoenix Residential Society working in the HOMES Program and ABI Program located in Regina, Saskatchewan, except the:

- Executive Director
- Director of Operations
- Director of Program Development
- Director of Staff Development
- HOMES Supervisor
- HOMES Manager; and
- ABI Program Coordinator

4.02 Peer Support

The parties recognize the importance of peer support for Phoenix Residential Society clients and the opportunity that a peer support role offers the individual. Individuals who hold a peer support role are not members of the union, nor will they perform bargaining unit work. The peer support roles are:

- Peer Support Specialist
- Peer Janitorial Workers

4.03 Work of the Bargaining Unit

Persons whose jobs, paid or unpaid, are not in the bargaining unit, will not work on any jobs which are included in the bargaining unit except in cases of emergency, instruction, research or as a working supervisor.

4.04 No Contracting Out

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

4.05 Negotiation

The employer agrees to negotiate with the union, union representatives or any of its authorized committees concerning all matters affecting the terms and conditions of employment between the parties, aiming towards a peaceful and amicable settlement of any difference that may arise between them.

4.06 Union Officers and Stewards

The union will supply the employer with the names of its officers and stewards in order that the employer may carry out the provisions of this agreement.

4.07 Student

Students shall mean a person who is placed by the employer during the year to perform practicum requirements. Students are not included in the bargaining unit and this agreement does not apply to students. The placement of a practicum student shall not result in the layoff or reduction of hours of any employee or termination of any probationary employee.

4.08 Protection Against Volunteers

Volunteers will not be used to replace employees needed to perform work of the bargaining unit, exceptions may be considered during special events or to enhance a specific program as mutually agreed to between the parties. These requests shall not be unreasonably denied by either party.

4.09 No Loss of Pay for Union Representatives

Employees who are union representatives will not suffer a loss of pay for regular working hours scheduled if such hours are spent attending on investigation or disciplinary meetings or spent negotiating disputes and grievances under this agreement.

4.10 Bulletin Boards

The employer will provide a union bulletin board at each work location. These boards will be located in areas that are highly visible to employees. The bulletin boards will be used solely for postings by the union except as provided in this agreement. The union or employer will not make postings that are disparaging to either party in the workplace.

4.11 Employee Contact Information

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

The employer will provide the above information for new hires within thirty (30) days of employment.

4.12 No Other Agreements

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

4.13 Union Orientation Sessions

a) Potential Employees

During the interview process, the employer will advise potential employees that a collective agreement is in effect.

b) New Employees

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

c) Notification of new hires

The union will be notified of the full name, job title/classification and home mailing address, personal phone number, email, start date of all employees hired into the bargaining unit prior to their first day of employment.

4.14 Access to Work Site

a) Union Meetings

The employer will permit the use of its premises for the purpose of union meetings without cost to the union.

b) **Work Site Access**

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

4.15 Right of Fair Representation

- a) The union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representatives will have access to the employer's premises in order to deal with any matters arising out of this collective agreement.
- b) The employer shall notify the union of suspension or termination meetings in advance of the meeting. The union shall not communicate the possible consequences as pre disclosed to the union, only the intent of the meeting will be communicated to the employee from the union before the employer has informed the employee.

4.16 Copies of the Agreement

The employer shall provide an electronic copy (PDF) of the collective agreement for all union members within thirty (30) calendar days from the date it receives the signed copy of the collective agreement. Employees may request a paper copy of the collective agreement. The union and the employer shall share the cost of printing equally.

ARTICLE 5 – NO HARASSMENT OR DISCRIMINATION

5.01 No Discrimination

The parties are committed to the prevention of harassment and discrimination in the workplace, promoting a harassment-free workplace and will not condone or tolerate harassment. Further, the parties have a legal responsibility not to participate in harassment.

The employer and the union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters as defined in *The Saskatchewan Human Rights Code and The Saskatchewan Employment Act* as amended, including religion, creed, marital status, family status, sex, sexual orientation, disability, age, illness or disease, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, political activity or affiliation and gender identity.

5.02 The employer shall inform employees that violations of the Workplace Anti-Harassment policy, *The Saskatchewan Human Rights Code* as amended and *The Saskatchewan Employment Act* as amended may be subject to disciplinary action. The employer agrees to include the subjects of personal harassment and sexual harassment for employees and management for training and awareness purposes.

5.03 Aggressive Client Conduct/Incident

The parties agree that client make-up can present complex situations that may include discrimination and/or harassment. The employer shall inform the employees of a client's history of, or potential for, aggressive conduct whenever possible. Further, the employees are expected to share information related to aggressive client conduct through such tools as the communication binder, case notes, resident alert memos and incident reports as appropriate.

5.04 Preventative Measures

- a) The employer shall take preventative measures to protect employees from any form of abuse by clients.
- b) The employer shall take reasonable and timely action in response to abuse by the public against employees in the course of the employee's duties.
- c) Employees shall inform the employer of concerns in writing as soon as reasonably practicable after an event is alleged to have occurred. A debrief will be initiated by the employee's direct supervisor or designate.

ARTICLE 6 – NO ILLEGAL STRIKE OR LOCKOUTS

6.01 No Illegal Strikes or Lockouts

The parties agree that, during the life of this agreement, there shall be no illegal strike, slow down or work stoppage on the part of the union, nor shall there be a lockout on the part of the employer in accordance with provincial government laws and regulations.

ARTICLE 7 – UNION SECURITY

7.01 Union Security

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

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

7.02 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The employer will deduct dues, initiation fees, and assessments as set by the union from each pay of all employees covered by this collective agreement. Such deductions will be forwarded to the national secretary-treasurer of the Canadian Union of Public Employees no later than the 20th day of the month following the one in which they were deducted.

b) Dues supporting documentation

Along with the deductions, the employer will provide:

- A completed union dues remittance form, supplied by the union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The employer will also send a copy of the union dues remittance form and spreadsheet to the local union secretary-treasurer.

c) T-4 slip

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

7.03 The union shall provide at least thirty (30) days in advance written notice to the employer of the amount of dues to be deducted from the employees' wages or any change in the amount of dues to be deducted.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Joint Union Management Committee

A union-management committee will be established consisting of two (2) union and two (2) management representatives. Both parties recognize and agree that either party may have invited guests.

8.02 Function of the Joint Management Committee

- a) At the request of either party, a joint management committee shall be established to deal with such matters of mutual concern as may arise from time to time but not limited to the following:
- 1) Improving relations between the employer, union and the employees.
 - 2) Reviewing suggestions from the union, employees and the employer.
 - 3) Addressing working conditions and service (but not grievances concerned with service).
 - 4) Exploring and correcting conditions causing grievances and misunderstandings.
 - 5) Any other matters mutually agreeable to the parties.
- b) The joint union management committee shall have the ability to make recommendations to the parties but shall not have the ability to bind the parties to these recommendations unless otherwise negotiated.
- c) The joint union management committee shall not circumvent the provisions outlined in the agreement.
- d) Employees participating on such committees shall not suffer any loss in pay for attendance at meetings. The committee shall meet at the request of either party, within fourteen (14) calendar days and not more than six (6) times per year.

- e) The chairperson role of the joint union management committee shall alternate between the union and the employer representatives. The meeting minutes shall be the responsibility of the alternating party.

8.03 Minutes reflecting the discussions and recommendations of the committee shall be signed by both chairs or designate. Electronic copies of the minutes will be distributed to the parties within ten (10) days of the meeting.

8.04 Bargaining Committee

- a) The bargaining committee will consist of not more than five (5) members of the employer and not more than five (5) members of the local union. The union will advise the employer of the union nominees to the committee. Both parties agree that either party can have a third party in attendance that shall not be considered a part of the initial committee members.

Pursuant to the above, the parties acknowledge that changes to bargaining committee may occur during the course of bargaining. Changes to committee representatives will be communicated to the other party in a timely manner.

- c) Union members nominated to the bargaining committee shall not suffer a loss of wages for time away from their regularly scheduled shifts for preparation, bargaining and conciliation. The union will reimburse the employer for all wages and benefits that the employees are paid when on leave pursuant to this provision.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

- a) Full-time salaried employees will be paid on the 15th and on the last day of each month. Part-time and casual employees will be paid biweekly (26 payments annually) in accordance with wages set out in Schedule A of this agreement.
- b) Employees will be provided with an itemized statement in electronic format detailing their pay and deductions. Employee T4 statements will include itemization of union dues paid by the employee in the course of their employment.

9.02 Payroll Error

A payroll error resulting in underpayment will be rectified by the employer within three (3) working day of being notified.

ARTICLE 10 – HOURS OF WORK

10.01 Normal Hours of Work

- a) The employer operates twenty-four (24) hours per day, seven (7) days per week with office hours from 08:30 to 17:00, Monday to Friday. If the employer intends to change hours of operation, it agrees to notify the union prior to implementing any change.
- b) For the purposes of scheduling hours of work, the parties agree that the workweek begins on Sunday.
- c) A 'day' is defined as a twenty-four (24) hour period commencing at the start of an employee's regularly scheduled shift.
- d) The normal hours of work for employees shall be seven and a half (7.5) hours per day (thirty-seven and a half (37.5) hours per week).
- e) Key Workers (Pearl Program): The normal hours of work shall be eight and a quarter (8.25) hours per day (seventy-five (75) hours every two (2) weeks). For each worked shift 0.75 hours is accumulated to allow an earned day off every two (2) weeks.

10.02 Notice of Schedule

The hours of work of each employee shall be posted at least four (4) weeks in advance.

Changes to the schedule, while not expected, may occur due to changing operational needs or circumstances beyond the control of the employer. These changes will be made with the agreement of the employee and employer.

10.03 Meal Breaks

- a) Employees who work a shift exceeding five (5) consecutive hours shall be entitled to an uninterrupted meal break of at least thirty (30) minutes.

Employees shall receive a break for every five (5) hours of consecutive work.

- b) Meal breaks are unpaid unless the employee is required by the employer to be available to perform work during the break.
- c) Meal breaks shall be scheduled to ensure employees have reasonable access to food and rest while minimizing disruption to operational requirements.
- d) In circumstances where operational requirements prevent an employee from taking their scheduled meal break, the employee will be compensated at their regular hourly rate for the missed break.

ARTICLE 11 – OVERTIME

11.01 Overtime

All time worked outside the normal workday, the normal workweek, or on a statutory holiday will be considered as overtime.

- a) All hours worked in excess of seven and one-half (7.5) hours per day shall be considered overtime and payable at the overtime rate of one and one-half (1.5) times the employee's regular rate of pay as time in lieu.
- b) For weeks in which a public holiday occurs, an employee will be paid at the overtime rate for hours worked in excess of thirty-two (32) hours.
- c) Notwithstanding 11.01 a):
 - i. For shifts defined as eight (8) hours, overtime at the rate of one and one-half times (1.5x) is to be applied to any hours in excess of eight (8) hours in a day and eighty (80) in a two week period.
 - ii. For shifts defined as eight and a quarter (8.25) hours, overtime at the rate of one and one-half times (1.5x) is to be applied to any hours in excess of eight and a quarter (8.25) hours in a day or eighty (80) hours in a two (2) week period.
 - iii. For shifts defined at eight and a half (8.5) hours, overtime at the rate of one and one-half times (1.5x) is to be applied to any hours in excess of eight and a half (8.5) hours in a day or eighty (80) hours in a two (2) week period.
 - iv. For shifts defined at nine (9) hours, overtime at the rate of one and one-half times (1.5x) is to be applied to any hours in excess of nine (9) hours in a day or eighty (80) hours in a two (2) week period.

- v. For shifts defined at nine and a half (9.5) hours, overtime at the rate of one and one-half times (1.5x) is to be applied to any hours in excess of nine and a half (9.5) hours in a day or eighty (80) hours in a two (2) week period.
- vi. For shifts defined as twelve (12) hours, overtime at the rate of one and one-half (1.5x) times the employee's regular rate of pay is to be applied to any hours in excess of twelve (12) hours in a day or one hundred and ninety-two (192) hours in a five (5) week period.
- d) For employees whose schedules are reflected in 11.01 c) above, for each period during which one or more public holidays fall, the hours in each period will be reduced by eight (8) hours in respect of each such holiday.

11.02 Overtime Opportunities

- a) Overtime opportunities shall be offered to the senior qualified employee that is available after the maximization of regular hours for the casual and part-time employees.
- b) No employee will be required to work overtime against their wishes when the work can be done by other employees except in emergency situations.
- c) No employee shall work overtime unless approved by the out-of-scope supervisor or designate, in writing, except in emergency situations. Emergency approval for overtime should be requested by the employee to their immediate out of scope supervisor at the earliest opportunity.

11.03 Reporting Pay

An employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of three (3) hours pay. An employee who initiates leaving the workplace before three (3) hours of work has been completed is only eligible to receive payment for time worked to that point.

11.04 On Call Compensation

- a) On call opportunities shall be divided equally among the employees who are qualified to perform the work that is available. On call hours are from 17:00 on the Friday until 08:00 on the Monday. The employee will provide on call oversight for both ABI and HOMES programs. On call is compensated with time in lieu.
- b) For the on call period, the employee will be entitled to ten (10) hours time in lieu and five (5) hours time in lieu for each additional holiday day while on call.

- c) Employees on call that are required to report to the workplace will be compensated at one and a half times (1.5x) their hourly rate as time in lieu. The employee is expected to work a minimum of three (3) hours.

11.05 Time Off in Lieu of Overtime

Employees will receive time off in lieu for overtime. An employee may request payment at the appropriate overtime rate.

11.06 No Lay-Off to Compensate for Overtime

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

ARTICLE 12 – EMPLOYEE BENEFITS

12.01 Benefit Plan Information

The employees will be made aware of their benefit plan provider. The union shall be provided with a current copy of the master policy of all insured benefits. The employer shall provide information to employees describing the benefits. Questions regarding the benefit plan shall be directed to the employer's internal administrator of the plan.

12.03 Changes to Benefits

The employer will provide advance notification to the union prior to changing benefit plans.

12.04 Continuation of Benefits

The employer shall continue to pay its cost for insured benefit plans for employees, as follows:

- a) While absent due to short term illness
- b) While on leave of absence of thirty (30) days or less.

An employee may elect to pay one hundred percent (100%) of the cost of benefits while the employee is on a leave of absence greater than (30) days.

12.05 Improvements from Savings

The employer shall give notice to the union of any premium reduction, experience rebate or other savings from the benefit plans, including as a result of legislative action. Savings will be used to improved benefits available to the

employees, as may be mutually agreed between the parties, or will be passed on to the employees in the form of increased wage or salary rates. Improvements may be one time and/or on-going.

12.06 Benefit Coverage

The employer shall pay a portion of the cost of the following benefit plans for eligible employees and their dependants – see below:

- a) Group Life Insurance, Accidental Death & Dismemberment, Long Term Disability:
 - Full-time employees (after three (3) months' probation) – employer pays 100%
 - Part-time employees who have worked a minimum of 15 hours/week and accumulated a minimum of 780 hours in the previous calendar year - employer pays 100%
- b) Group Life Insurance at two (2) times an employee's annual earnings for the most recently completed calendar year.
- c) Prescription Drug Plan: Co-insurance at 80%
- d) Dental Benefits Plan: basic comprehensive services with recall exams every six (6) months. Orthodontic and Major Services subject to fifty percent (50%) co-insurance. Basic and major services are reimbursed at a maximum of \$2,000 each per year.
- e) Single Dental – employer pays 100%; Family Dental – employer pays 75% employee 25%
- f) Single Extended Health – employer pays 50%; employee pays 50%
- g) Family Extended Health – employer pays 22% (equivalent to amount of single coverage) employee pays 78%
- h) Vision Care: \$125 towards an eye exam once every twenty-four (24) consecutive months
- i) Out-of-province medical coverage
- j) Semi-Private Hospital coverage or equivalent.
- k) Paramedical Benefits: To help minimize the use of sick leave and enhance employee health and fitness, the employer agrees to pay the premiums for the following paramedical services up to \$500.00 per person per benefit year, per specialty:
 - i. physiotherapist
 - ii. psychologist
 - iii. chiropractor
 - iv. osteopath

- v. chiropracist
- vi. podiatrist
- vii. naturopath / homeopath
- viii. speech pathologist
- ix. massage therapist.

ARTICLE 13 – PENSION PLAN

13.01 Pension Plan

The employer shall continue its participation in the pension plan made available to eligible employees subject to the right after notification to the union to change the plan.

Employees may be eligible to participate in the pension plan depending on the terms and conditions of the applicable plan.

13.02 Employer Pension Plan Contributions

The employer shall contribute eight percent (8%) of an eligible employee's wages to the pension plan.

Eligible employees may make additional voluntary contributions up to the maximum amount allowable per the terms and conditions of the applicable plan.

Full-time employees are eligible for the pension plan after completion of three (3) months of service. Other than full-time employees are eligible for the pension plan after completion of seven hundred and eighty (780) hours worked in each of two (2) consecutive years of service. Once an employee has qualified for the pension plan, they will stay on it, regardless of the number of hours worked subsequently.

ARTICLE 14 – SICK LEAVE

14.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

For the purpose of this article, the word "month" means a calendar month, and the words "sick leave" includes injury and/or any other physical incapacity.

14.02 Amount of Sick Time

Sick leave will be earned on the basis of 9.375 hours for every month of service for full-time employees. Part-time employees earn sick leave *pro rata* to their hours of work. Casual employees do not accrue paid sick time.

14.03 Proof of Illness

Following five (5) consecutive days of illness, an employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out their duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the employer.

14.04 Sick Leave during Leave of Absence

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

14.05 Accumulation and Payment of Sick Leave

Accumulation of sick leave will be unlimited.

The employer will provide, to each employee, once a year, the total of their sick leave accumulation.

14.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift will notify the employer of this fact by phone call or text at least three (3) hours in advance of the commencement of their scheduled shift. This requirement will be waived by the employer where the employee was unable to give such notice due to circumstances beyond their control.

- For twenty-four (24)-hour programs, the employee shall contact both the program and the out-of-scope supervisor responsible; and
- For other programs, the employee shall contact the out-of-scope supervisor responsible.

14.07 Medical, Health and Dental Care

Employees may use accumulated sick leave hours in order to engage in personal preventative medical health and dental care while attending appointments. Permission will not be unreasonably withheld provided adequate notice is given in advance. Where possible employees shall attempt to schedule appointments on days off.

It is the expectation of the employer, before or following an appointment, that employees will return to the workplace to complete the remainder of their regularly scheduled shift.

14.08 Family Medical Health and Dental Care

Employees may utilize time from their sick leave bank to attend to the medical needs of their immediate family. Immediate family is defined as living within the same household or to an individual that the employee owes a similar duty of care. Permission will not be unreasonably withheld provided adequate notice is given in advance. Where possible, employees shall attempt to schedule appointments on days off.

It is the expectation of the employer that, before or following an appointment, employees will return to the workplace to complete the remainder of their regularly scheduled shift.

ARTICLE 15 – VACATION

15.01 Length of Vacation

The Employer's vacation year runs from April 1 to March 31. Vacation days will be prorated based on the start date of the employee.

- a) Full-time employees are entitled to an annual vacation, based on the date of hire, as follows:
 - Three (3) weeks' vacation in the first five (5) years of continuous service (9.375 hours/month).
 - Holidays for the first year of employment will be pro-rated based on the employee's start date.
 - Four (4) weeks' vacation following five (5) years of continuous service (12.525 hours/month).
 - Five (5) weeks' vacation following ten (10) years of continuous service (15.675 hours/month).

- b) Part-time and casual employees receive vacation pay as follows:
- 6.1% in addition to their hourly rate per *The Saskatchewan Employment Act* in the first five (5) years of service.
 - 8.0% in addition to their hourly rate following five (5) years of service.
 - 10.0% in addition to their hourly rate following ten (10) years of service.

For determination of years of service for part-time and casual employees, the total number of hours worked by the employee will be divided by nineteen hundred fifty (1,950) to determine placement within the percentages noted above.

15.02 Carry-Over of Vacation

Employees are expected to fully utilize the vacation time they have earned on an annual basis. Under exceptional circumstances, a full-time permanent employee, with greater than three (3) years employment with the employer may request to carry over a maximum of five (5) days of vacation.

15.03 Vacation Scheduling

- a) Employee requests for vacation must be submitted in writing by March 1 for the period of April 1 to September 30; and by September 1 for the period of October 1 to March 31. Consideration of requests outside of the timelines above may be approved subject to the operational needs of the employer and will not be unreasonably withheld.
- b) As far as it is practical, the employer agrees to schedule employees for vacations as requested provided the requests do not affect the efficient operations of the organization.
- c) Where a conflict occurs regarding scheduling of vacations, seniority shall govern in only one instance. Employees shall indicate their choice as per the dates in 15.03 a). After the vacation submission dates, vacation requests shall be governed on a first come basis. Employees who do not request annual vacation before the dates set out in 15.03 a) shall forfeit their right to use seniority.
- d) Should an employee not provide notice for vacation as stipulated in 15.03 a), the employer and the employee shall meet and discuss scheduling options.

15.04 Unbroken Vacation Period

An employee will be entitled to receive their vacation in an unbroken period unless the employee and the Employer agree otherwise or, in the discretion of the Employer, the vacation request conflicts with the efficient operations of the organization.

15.05 Approved Leave of Absence During Vacation

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

15.06 Vacation Pay on Termination

Upon termination, an employee shall be entitled to payment for outstanding vacation time owed to the employee. Should the employee be overdrawn on their vacation entitlement, the employer will withhold the difference from the employee's final pay.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Statutory Leaves of Absence

Leaves will be provided as stated in *The Saskatchewan Employment Act* as amended during the term of this collective agreement which include the list below.

The employee shall provide at least four (4) weeks' written notice to the employer of the dates they intend to commence the leave and return from the leave. The employer recognizes that four (4) weeks' notice will not be possible in all instances as a result extenuating circumstance will be considered on a case by case basis. In those instances, the employee is to provide notice of commencement and return to work dates as far in advance as possible.

If medical evidence or verification of circumstances is required by the employer, the employee shall provide such information to the employer as per applicable legislation and regulations.

- a) Maternity, Adoption and Parental Leave;
- b) Organ Donation Leave;
- c) Reserve Force Service Leave;

- d) Nomination, candidate and public office leave;
- e) Bereavement and Compassionate care leave;
- f) Interpersonal violence and sexual violence leave;
- g) Critically ill family care leave;
- h) Crime-related child death or disappearance leave;
- i) Citizenship ceremony leave; and
- j) Public health emergency leave.

16.02 Bereavement Leave

- a) Employees shall be entitled to leave with pay, for bereavement purposes, up to a maximum of five (5) scheduled days per year. This leave is not to be deducted from accumulated sick leave and shall not accumulate from year to year.
- b) The employee shall provide the employer with as much notice as possible before the beginning and end of the leave. The leave must be commenced within one (1) week before and one (1) week after the death with respect to which the leave is granted. The employer recognizes that circumstances where the death and funeral or equivalent memorial occur at different times, in such situations the employee may split the above days but shall not exceed five (5) days in total.
- c) Upon request, an employees may utilize vacation days to supplement the entitlement above or may take an unpaid leave of absence pursuant to Article 16.04.
- d) Under extenuating circumstances, the employer may grant additional paid days for bereavement purposes. Such additional days shall not be unreasonably withheld.

16.03 Jury Duty and Court Attendance

If an employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, the employee will not lose regular pay or seniority because of such attendance, provided that the employee:

- a) Notifies the employer immediately on the employee's notification that they will be required to attend at court;
- b) Present proof of service requiring the employee's attendance; and

- c) Deposits with the employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

16.04 Unpaid Leave of Absence

Any employee may apply for and receive a leave of absence not to exceed one (1) year without pay for personal reasons other than illness. The employee must give at least one (1) month's notice. The employer will make reasonable effort to comply with an employee's request for such leave. The response of the employer will be given in writing; if refusal, the reasons for the refusal must be stated.

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

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

16.05 Leave for Traditional Indigenous Practices

An employee who is an Indigenous person and who has completed thirteen (13) weeks of continuous employment with the employer shall be granted, an unpaid leave of absence from employment of up to five (5) days per calendar year, in order to enable the employee to engage in traditional Indigenous practices, including: hunting; fishing; harvesting; and traditional ceremonies. This leave may be taken in one (1) or more periods but must not be less than one (1) day's duration. At least four (4) weeks' advance notice to the employee's immediate out of scope supervisor must be provided. For the purposes of this section, "Indigenous": includes people of First Nations, Inuit, or Métis ancestry.

16.06 Administrative Leave of Absence with Pay

The employer may place an employee on an administrative leave of absence with uninterrupted pay and benefits for the purposes of facilitating an investigation at the employer's discretion. Such leave of absence shall not be considered discipline.

16.07 Leave of Absence for Full-Time Union

An employee who is elected or selected for a full-time position with the union will be granted leave of absence with pay and without loss of seniority. The union will reimburse the employer for the receipt for such pay.

16.08 Union Leave

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

16.09 Domestic/Intimate Partner Violence and Employee Safety

a) The employer and the union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic violence and the fear of gossip, not being believed, job loss and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behavior; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:

- i) An employee who is in an abusive or violent situation may be subject to discipline if the absence or performance was determined not to be caused by an abusive or violent situation.
- ii) Workers experiencing domestic violence shall be granted ten (10) paid working days leave per year for attendance at appointments, legal proceedings and any other necessary activities. This leave will not be a part of sick leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.
- iii) In addition to ii) above absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

b) Privacy, Confidentiality and Disclosure Information

The employer and the union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and

that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- i) All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file pertaining to the domestic violence.
- ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety. The employer will only disclose information that is reasonably necessary to protect workers from injury, to enable those employees to carry out their duties, or with the consent of the concerned employee.
- iii) Information will only be shared in potentially dangerous situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
- iv) The employer will provide mechanisms for workers to report incidents and risks of domestic violence.

ARTICLE 17 – PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid statutory holidays:

- New Year's Day
- Canada Day (July 1st)
- Family Day
- Saskatchewan Day
- Labour Day
- Good Friday
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Victoria Day

17.02 Payment for Statutory Holidays

- a) All employees required to work on statutory holidays (per 17.1 a) will receive pay at the rate of one and one-half (1½) times the employee's regular hourly rate for every hour worked on such day.

- b) Salaried employees required to work on statutory holidays, will be granted an alternative day off (lieu day) at a mutually agreeable time in addition to being paid per 17.02 a).

17.03 Designated Phoenix Holiday Days

The employer recognizes four designated days off:

- Easter Monday
- Boxing Day
- National Day of Truth Reconciliation
- Phoenix Floating Day [appended to either the Canada Day or Saskatchewan day weekend annually. The Employer will communicate to employees the date of the paid floating holiday no later than April 1 of the same year]

Regular salaried employees receive the day off with regular pay. Hourly paid employees shall be paid overtime at 1.5x for all hours worked on that day.

17.04 Holidays for Days Off

When any of the above statutory holidays fall on a salaried employee's scheduled day off, the employee will receive another day off with pay at a time mutually agreed upon between the employee and Employer to be taken within 30 days following the holiday, or by mutual agreement, a day's pay in lieu thereof.

17.05 Paid Holidays During Vacation

If a paid holiday falls or is observed during a permanent employee's authorized vacation, that day shall count as a paid holiday and not as a day of leave.

ARTICLE 18 – FEES AND ALLOWANCES

18.01 Education and Professional Fees

The employer agrees to pay the costs of required training to be taken by any employee. In addition, employees will receive pay for any lost wages. Such approval will not be unreasonably withheld.

Where an employee is required to maintain a certification and/or required license that pertains to their position, the employer will pay for the fees associated with that certification.

18.02 Mileage Allowance

- a) When an employee is required by the employer to use their own vehicle in the performance of their duties, they will be reimbursed for all distance driven for employer business purposes as published by the Federal National Joint Council Rate for Saskatchewan.
- b) When calculating the distance where a trip begins at home, the distance charged will be lesser from home or office to the designated location.

18.04 Uniform Allowance

The employer will supply the following clothing to employees as required and upon return of old items if requested:

- Face masks
- Rubber gloves
- Sharpe's gloves
- Personal protective clothing

ARTICLE 19 – POSTING OF POSITIONS

19.01 Job Postings

- a) When a vacancy occurs and is to be filled or a new position is created within the bargaining unit, the employer will post a notice with a copy to the union.
- b) The position will be posted for a period of seven (7) calendar days so that interested employees can apply. The name of the successful applicant will be posted, with a copy to the union.
- c) Job postings shall include the following information:
 - Job title
 - Classification
 - Status (Full time, part time, permanent, temporary or casual)
 - Pay range
 - Regular hours of work
 - Program
 - Qualifications
 - Opening and closing date of posting

- Expected start date and for temporary positions, the expected end date.
- d) Job postings will be simultaneously posted internally and externally.
 - e) notwithstanding 19.01 a) , the employer may continue to post and fill casual employment opportunities as required and will notify the union of all staffing changes.

19.02 Temporary Vacancies

- a) Temporary vacancies of less than two (2) months will not be posted. Due to the short-term nature of the temporary vacancy, the position will be offered to the most senior qualified candidate.
- b) Temporary vacancies of greater than two (2) months: will be posted stating that the position is temporary and will indicate the estimated duration of the time limited job. Temporary jobs will not exceed eighteen (18) months-
- c) Upon termination of a temporary job, a permanent employee holding temporary job will return to their permanent position.

19.03 Trial Period

- a) Employees who are transferred, promoted or awarded/lateral transfer to a new or same classification in the bargaining unit shall be considered on trial in their new position for the latter of three (3) calendar months or four hundred and fifty (450) hours from the date the employee commences work in the new position.
- b) During the trial period, the employee may be returned to their former position if the employer determines the employee has not met the expected standards for the new position.
- c) During the trial period, the employee may be returned to their former position if the employee makes such a request. No such request will be unreasonably withheld.

19.04 New Classifications

- a) When a new classification within the bargaining unit is established by the employer, the employer shall determine the rate of pay. The employer shall advise the union of the rate of pay within seven (7) days once the rate is determined.

- b) If the union disagrees with the rate, it shall have the right to request a meeting with the employer. At such meeting, the parties will review the rate, the employer's rationale for establishing the rate, and the reasons the union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the employer gave the union notice of the new rate.
- c) If the parties are unable to reach an agreement, either party may refer the dispute to mediation or arbitration within in thirty (30) calendar days, *per* Article 23 – Grievance Procedures and Article 24 – Arbitration Procedure.
- d) Any decision by an arbitrator shall be based on the relationship established by comparison with the rates for other positions in the bargaining unit having regard to the requirements of such positions. Any change awarded as a result of arbitration shall be retroactive only to the date on which the employer gave the union notice of the new rate. The new rate will apply retroactively to the time the position was first filled by the employee.

19.05 Appointments

In making staff changes, transfers, or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit will be made within four (4) weeks of posting.

ARTICLE 20 – SENIORITY

20.01 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the employer and that job opportunities should increase in proportion to length of service from date of hire.

20.02 Seniority

- a) All employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to certification. Seniority will operate on a bargaining unit wide basis.
- b) Upon successful completion of the probationary period, employees will be credited with start date seniority from the date of last hire.
- c) Recognizing that Phoenix employees from outside the bargaining unit may wish to bid on roles within the bargaining unit, However, they shall not be

considered unless no bargaining unit employee meets the qualifications or equivalent, skills and abilities for the position posted.

- d) For the purposes of determining seniority of two (2) or more employees who have the same bargaining unit seniority, their social insurance numbers will be used. The employee with the lowest last six (6) social insurance numbers will be the senior.

20.03 Seniority Lists

- b) The employer will maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list will be sent to the union and posted on union bulletin boards by January 31st of each year.
- c) An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.
- d) For the purpose of this article, time away from work that is protected by *The Saskatchewan Employment Act* or *The Saskatchewan Human Rights Code* will be deemed to be hours paid.
- e) Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the collective agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.
- f) All seniority, vacation and other credits obtained under this agreement will be retained and transferred with the employee when reclassified.

20.04 Seniority While Outside Bargaining Unit

- a) An employee who consents in writing to be promoted and/or transferred to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such promotion and/or transfer.
- b) An employee may accept a temporary non-union assignment of up to twelve (12) months without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the parties. Upon return to the bargaining unit, the employee will be returned to their former position and the employee's seniority date will be adjusted as agreed between the parties, by the number of weeks beyond twelve (12) months the employee was in the position outside of the bargaining unit.

- c) No dues shall be deducted from the employee's pay earned outside of the bargaining unit.

20.05 Loss of Seniority

An employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the employer.

An employee will only lose their seniority in the event the employee:

- a) Is discharged for just cause and are not reinstated.
- b) Resigns in writing and do not rescind the resignation within twenty-four (24) hours.
- c) Is laid off in excess of eighteen (18) months.
- d) Abandons their job by not reporting as expected for five (5) working days.
- e) Fails to return to work within five (5) working days after being recalled from a temporary layoff.

ARTICLE 21 – PROBATION

21.01 Probationary Periods

- a) Upon employment or upon promotion to a new classification, employees shall be on a probationary basis for a period of six (6) months (calculated at nine hundred and seventy (975) hours or for casual employees, or twelve (12) months worked).
- b) The probation period may be extended an additional twelve (12) months (calculated at one thousand nine hundred and fifty (1950) hours worked) by agreement between the parties. At any time during the probationary period, the executive director or designate may terminate the employment with cause.
- c) Time spent as a term employee or in a term assignment shall be counted as accrued time for the completion of the probationary period if the employee moves directly into the same classification on a permanent basis.

21.02 Probationary Performance Process

- a) During the probationary period employees shall participate in performance evaluation process at approximately three (3) and five (5) months with their immediate out of scope supervisor.
- b) Casual and part-time employees shall participate in a performance evaluation process at approximately six (6) months or four hundred and fifty (450) hours and ten (10) months or seven hundred (700) hours worked with their immediate out of scope supervisor.
- c) The performance evaluation will specify successes, challenges and opportunities for employee growth in the role.
- d) The probationary employee has the right to have a union steward attend the performance evaluations.
- e) Newly hired employees, during the initial probationary period, shall be entitled to all rights and benefits of this agreement, except with respect to discharge only for reasons of general unsuitability. The union shall be notified of all such dismissals.

21.03 Discharge of Probationary Employee

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

21.04 Reversion on Promotion

- a) An employee who promotes and does not successfully complete their probationary period shall revert to their former position.
- b) During the probationary period after promotion, an employee may be granted, upon request to the executive director or designate, reversion to their former position within ninety (90) calendar days.
- c) In either case, the employee shall revert to their former position at their former rate during the probationary period, subject to any increments that they would have received had they remained in that position.
- d) Employees reverting at their own volition will again be eligible for promotion after six (6) months has passed from their reversion date.

21.05 Reversion on Movement to an Out-of-Scope Position

- a) A permanent employee accepting an out-of-scope position who does not successfully complete their probationary period shall revert to their former position as long as they continue to submit union dues to the local.
- b) During the probationary period after initial promotion, the employee may be granted, upon request to the executive director, reversion to their former position within ninety (90) calendar days.
- c) In either case, the employee shall revert to their former position at their former rate subject to any increments that they would have received had they remained in that position.

21.06 Promotion While on Probation

- a) An employee promoted while serving a probation period shall complete the probationary period as noted in 21.01 in the new position.
- b) If the employee fails during the probationary period, they shall revert to their previous position and complete the remainder of the probationary period for the previous position at their former rate, subject to any increments that they would have received had they remained in that position.

21.07 Probation on Demotion

- a) No probationary period shall be required for an employee who has voluntarily demoted to a classification in which they have successfully completed probation.
- b) An employee who does not qualify in the probationary period shall revert to their former position at their former salary rate in the salary range, subject to any increments that they would have received, had they remained in their previous position.

21.08 Leave of Absence during Probationary Period

An employee who takes a leave of absence of more than thirty (30) calendar days during their probationary period, may not be appointed on a permanent basis to the position, at the discretion of the executive director or designate, until a period of six (6) months for full-time, or twelve (12), months for part-time and casual of actual service has been completed.

21.09 Employees Displaced by Reversion

A permanent employee displaced through the application of the reversion provisions shall also have the right to revert to their former position at their former rate in the salary range, subject to any increments they would have received had they remained in that position.

If there is no former position, the employee shall have the right to exercise bumping rights in accordance with the bumping articles. If there is no bump available, the employee shall be placed on the re-employment list and be governed by Article 22 – Layoffs and Recalls.

ARTICLE 22 – LAYOFFS, BUMPING AND RECALLS

22.01 Definition (Lay-Off)

A lay-off will be defined as a reduction in the work force, or a reduction in funding, which results in loss of employment or an employer initiated reduction in the regular hours of an employee as defined in this agreement.

22.02 Layoff Notice

In the event of a layoff, employees with thirteen (13) weeks or more service will receive at least two (2) weeks prior notice or pay in lieu thereof.

Notice of layoff will be in writing, with a copy to the union.

A permanent employee shall be entitled to notice. Notice varies by the length of employment but in no case shall the notice be less than two (2) weeks/calendar days:

- i) Two (2) weeks written notice if the period of employment is one (1) year or more but less than three (3) years.
- ii) Four (4) weeks written notice if the period of employment is three (3) years or more but less than five (5) years.
- iii) Six (6) weeks written notice if the period of employment is five (5) years or more but less than ten (10) years.
- iv) Eight (8) weeks written notice if the period of employment is ten (10) years or more.

Pay in lieu of notice shall be calculated on the basis of the employee's average earnings over the previous thirteen (13) weeks.

The employee shall have the right to exercise one of the following options:

- To exercise bumping rights
- To go on lay off
- To retire or resign

Upon issuance of the layoff notice, the employer agrees to meet with the affected employee(s) and the designated union representative within three (3) working days (Monday – Friday) to set forth in writing the options available to each employee under the provisions of this agreement as well as any additional programs sponsored by the employer.

Union representatives shall suffer no loss of any pay or benefits for attendance at such meetings.

Employees who are laid off and subsequently recalled within two (2) years will be credited with previous seniority.

22.03 Bumping

- a) Bumping refers to the process by which an employee displaced from their position may claim a currently occupied or vacant position within the bargaining unit, provided they have greater seniority than the incumbent and the necessary qualifications and abilities sufficient to perform the required duties in a satisfactory and efficient manner. The employee exercising their right to bump shall bump the least senior incumbent within the job classification within the bargaining unit.
- b) The Employer shall identify options for employee bumping. Employees may bump into a job category within a tier that is lateral or lower than their current tier.
- c) In cases where two (2) or more employees are eligible to bump into the same position, the employee with the highest seniority will be given preference.
- d) A permanent employee who intends to exercise their bumping rights shall indicate such intent, in writing, to their immediate out of scope supervisor within five (5) normal working days (Monday to Friday) following the meeting referenced in b) above. An employee who does not indicate their intent to bump within this period shall be deemed to have opted to go on layoff.

22.04 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 chose to bump into. The employee must be able to perform the job satisfactorily within orientation period not to exceed five (5) working days.

22.05 Recall Procedure

- a) Employees will be recalled in the order of their seniority provided the employee possesses the necessary qualifications and abilities sufficient to perform the required duties in a satisfactory and sufficient manner. No new employee will be hired until all laid off members in the bargaining unit have been given an opportunity for reemployment. Employees will not lose recall rights if they refuse a temporary position.
- b) Employees who are laid off and subsequently recalled within two (2) years will be credited with previous seniority.

BUMPING TABLE

Human Services Roles

Role	Bump Across	Bump Down
HOMES Team Lead	TL	ICM KW HSW [FT] ASW HLW HA/PSA HSW [PT] PSRW
HOMES Intensive Case Managers	ICM	KW HSW [FT] ASW HLW HA/PSA HSW [PT] PSRW
ABI Key Workers	KW	HSW [FT] ASW HLW HA/PSA HSW [PT] PSRW
HOMES Housing Support Workers [FT] ABI Support Worker Housing Liaison Worker HOMES Admin/Program Support Assistant	HSW ASW HLW HA/PSA	HSW [PT] PSR
HOMES Support Worker [PT] ABI Psychosocial Rehab Workers	HSW [PT] PSR	n/a

Financial Roles

Financial Administrative Assistant	n/a	n/a
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ARTICLE 23 – GRIEVANCE PROCEDURES

23.01 Recognition

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the duty of the union to represent members. A steward may assist an employee(s) in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a steward or union designate.

23.02 Permission to Leave Work

- a) Permission for grieving employee(s) and the steward to leave work during working hours for grievance purposes will be obtained from the immediate supervisor or out of scope designate. Such permission will not be unreasonably withheld.
- b) During regularly scheduled hours, time spent by the employee(s) and steward in preparing, delivering or addressing the grievance shall be considered time worked.

23.03 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

23.04 Union may Initiate Grievance

The union will have the right to initiate a grievance on behalf of an employee, or group of employees or a policy grievance and to seek adjustment with the employer in the manner provided in this article.

23.05 Employer Grievance

When the employer has a grievance, it shall submit it to the union, in writing, within fourteen (14) calendar days of the occurrence of the grievance. The union president or designate shall meet with the executive director or designate to discuss the grievance within fourteen (14) calendar days, following the union's receipt of same. If the grievance is not settled within fourteen (14) calendar days following this discussion, the employer may submit the matter to arbitration for final resolution.

23.06 Grievances and Responses in Writing

Grievances must be initiated within fourteen (14) calendar days of the union becoming aware of the event. Grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved party and include reasons. A grievance shall contain the particulars of the grievance and the applicable agreement articles and/or applicable legislation that have been violated. All requests to move grievances forward and all responses to grievances shall be submitted in writing.

23.07 Mediation

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

23.08 Extension of Time Limits

- a) Time limits set out in this article may only be extended by mutual agreement in writing of both parties.
- b) The employer and the union agree that it is in the mutual interest of both parties to abide by the prescribed time limits in this article.

23.09 Grievance Procedure

The procedure for adjustment of grievances shall be as follows:

Step 1 - Informal Resolution Union/Employer

To promote a timely and mutually agreeable resolve, the parties agree to attempt an informal resolution before proceeding to the steps of the grievance procedure. The grievor or union representative will discuss the concern with their immediate out of scope supervisor to attempt an informal resolution.

Step 2 – Grievance to Program Director or Designate

The Program Director or designate shall discuss the grievance with the union representative within fourteen (14) calendar days of receipt of the grievance. The Union representative may be accompanied by the aggrieved employee(s) if the employee(s) so wishes.

The director or designate shall render a written decision which sets out the supporting reasons within fourteen (14) calendar days of the discussion.

Step 3 – Grievance to Executive Director or Designate

Failing satisfactory resolution of the grievance at the second step, the union representative shall refer the matter to the executive director or designate in writing within fourteen (14) calendar days of having received the decision of the director or designate.

The executive director or designate shall discuss the grievance with the union representative within fourteen (14) calendar days of the date of receipt of the written reference by union representative and shall render a written decision within fourteen (14) calendar days of the discussion.

23.10 Grievances Initiated at Third Step

Grievances arising from suspension, discharge or policy shall be initiated at the third step and shall be processed in accordance with the procedures outlined therein.

23.11 Special Measures

- a) Nothing in this article prevents the parties from modifying the grievance procedure by mutual consent.
- b) Either party may request a meeting for the purpose of resolving a grievance during the grievance or arbitration proceedings.

23.12 In order to facilitate an orderly and confidential investigation of grievances, the employer will make reasonable efforts to provide temporary use of a private meeting space given the limited physical space available.

23.13 If either the grievor(s), the union or the employer fails to process a grievance to the next step in the grievance procedure within the time limits specified, they will not be deemed to have prejudiced their position in arbitration.

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Referral to Arbitration or Mediation

If a satisfactory settlement is not reached at the second step of the grievance procedure, the matter may be referred in writing, by either party, to arbitration or mediation within thirty (30) calendar days after the date of the reply at the second step.

24.02 Single Arbitrator

- a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure may be settled by single arbitrator.
- b) The parties agree to the procedure relating to a single arbitrator pursuant to s. 6-46 of *The Saskatchewan Employment Act* as amended.

24.03 Powers of the Arbitrator

The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. The arbitrator may, however, interpret the provisions of this agreement. However, the arbitrator will have the authority to substitute such other penalty for the discharge or discipline, as the arbitrator deems just and reasonable in all circumstance.

24.04 Decision of the Arbitrator

The arbitrator will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision.

24.05 Expenses of the Arbitrator

The fees and expenses of the arbitrator and any other common expenses shall be shared equally by the parties.

24.06 Time Limits

The time limits mentioned in this article and in the preceding article may be extended by mutual agreement of the parties. Requests for additional time, made by either party, shall not be unreasonably withheld.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Principles of Progressive Discipline

- a) The employer agrees to follow the principles of progressive discipline. Failure to comply with policies, procedures and regulations, job performance deficiencies or other circumstances requiring corrective action and/or discipline may result in one of the following actions being taken by the employer, depending on the severity of the offence, the employee's past discipline and the circumstances of the case:

- i. Verbal warning;
 - ii. Written reprimand;
 - iii. Suspension without pay; and
 - iv. Discharge.
- b) A notice of verbal warning or a copy of the letter of written reprimand, suspension or discharge letter will be provided to the union and placed on the employee's personnel file. Letters placed on the employee's file shall include the written particulars of the discipline.
- c) Employees shall be permitted to provide, in writing, within one (1) working day, a reply to the discipline. The employee's reply shall be placed in the employees' personnel file.
- d) Depending on the nature of the issue requiring corrective action and/or discipline, the employer may forgo steps of progressive discipline. The parties specifically recognize that there will be situations where the employer may move to more serious discipline, up to and including discharge.
- e) Where an employee is placed on administrative leave with pay, including for investigation purposes, it shall not be considered discipline. An employee placed on administrative leave with pay shall incur no loss of pay or benefits.

25.02 Union Representation

An employee who is called to a meeting by management for the purpose of investigation or disciplinary reasons will be advised of the purpose of the meeting. The employee will have the right to request the presence of a union representative.

25.03 Access to Personnel File

An employee shall have the right to have access to and review their personnel file upon reasonable notice to the employer. With written consent from an employee and upon reasonable notice to the employer, a union representative shall have access to the employee's personnel file.

Whether employee or union representative, review of the file shall be witnessed by an out-of-scope employee. No records may be removed from the employee's file however, employees or their union representative will be permitted to make any copies of information in personnel files as requested.

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

25.04 Disciplinary Record

The record of the written disciplinary reprimand, suspension or discharge of an employee will not be used against them at any time after three (3) years following unless the disciplinary events indicate a pattern of repeated behaviour by the employee. At such time the letter of discipline shall be removed from the employee's personnel file.

25.05 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee will be immediately reinstated in their former position, without loss of seniority, and will be compensated:

- a) in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension; or
- b) by any reasonable arrangement as to compensation which is just and equitable in the opinion of the parties, or
- c) in a reasonable manner decided by the sole arbitrator should the matter have been referred to arbitration.

25.06 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will only be used for the purposes of ensuring the safety of employees and the security of employer assets.

25.07 Political Action

No employee will be disciplined for participating in peaceful political action(s) provided the employee, while participating in the political action, does not identify themselves as an employee of Phoenix Residential Society.

An employee may request an unpaid leave of absence pursuant to Article 16.05 (Unpaid leave of absence).

ARTICLE 26 – HEALTH AND SAFETY

26.01 Training

The employer will develop a process for staff for dealing with safety situations. The process will include:

1. A mechanism for reporting the safety hazard, i.e., form.
2. A list of safety protocols to be followed.
3. Review of protocols and situations to ensure protocols address the situation.
4. Creating a violence policy that will include a training plan for new employees and a refresher for current employees that will include:
 - Factors that precipitate violence;
 - Recognition of warning signs;
 - Prevention of escalation;
 - Controlling and defusing aggressive situations; and
 - Details of the employer's policies, measures and procedures to deal with violence and the availability of supportive counseling.

26.02 Responsibilities

The employer will take every reasonable precaution for the protection of employees.

The parties agree to abide by *The Saskatchewan Employment Act* and its regulations and recognize that occupational health and safety is a shared concern. The provision of a healthy and safe workplace is the responsibility of the employer, and both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The parties agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all employees.

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

26.03 Occupational Health and Safety Committee

- a) A joint management and employee Occupational Health and Safety Committee (the Committee) will be established according to *The Saskatchewan Employment Act*; the committee will normally meet at least quarterly. Scheduled time spent in such meetings or in training is time worked and will be paid according to the collective agreement. Minutes will

be taken of all meetings and copies will be sent to the employer and to the union.

- c) The Committee will be comprised of a maximum of two (2) employer and two (2) union representatives for each work area. When employer wide Occupational Health and Safety Committee meetings occur, each work area will send one (1) employer and one (1) union representative.

26.04 Duties of the Committee

The chairpersons of the committee shall jointly designate members of the committee to perform the duties.

The duties of the committee will include, but not be limited to:

- a) Participate in the development of health and safety policies and programs.
- b) Consider and address complaints or reports relating to the health and safety of employees.
- c) Participate in the implementation and monitoring of the employer's health and safety programs.
- d) Participate in the development, implementation, and monitoring of a program for the prevention of hazards in the workplace that also provides for the education of employees in health and safety matters related to those hazards.
- e) Participate in all of the inquiries, investigations, studies, and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters.
- f) Participate in the implementation and monitoring in programs related to the provision of personal protective equipment, clothing, devices, or materials.
- g) Shall inspect each month all or part of the workplace, so that every part of the workplace is inspected at least once each year.

26.05 Personal Protective Equipment

An employee who is required by the employer to wear or use any protective clothing shall have the equipment supplied at no cost to the employee as pursuant to Part III of *The Saskatchewan Employment Act* and applicable regulations as amended.

Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals and the employee will participate in such instruction and training.

An employee who is provided with personal protective equipment shall use such equipment and take reasonable steps to prevent damage to and loss of the personal protective equipment.

26.06 Work Refusal under Health and Safety

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

26.07 Union Notification

A union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reported work related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it.

26.08 Communicable and Occupational Diseases

In accordance with *The Saskatchewan Employment Act* and the applicable regulations, the employer will adopt safe rules and practices regarding communicable and occupational diseases, caused by exposure at the place of employment.

The employer agrees, where possible, to reduce any contamination at the place of employment by a chemical substance, biological substance, or known carcinogen.

26.09 Influenza/Quarantine

Any scheduled time lost as a result of:

- immunization required by the medical health officer in accordance with the Saskatchewan Immunization Manual or the Canadian Immunization Guide; or
- quarantine as determined by the medical health officer as a result of exposure to an infectious disease through their employment; or
- being prohibited from working by the employer as a result of exposure to an infectious disease as a result of their employment;

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

Wages and benefits shall be based on the average number of paid hours in the last four (4) weeks preceding the date of such time lost or date of hire whichever is greater.

The employer agrees to provide immunizations as required for health care workers in accordance with the Saskatchewan Immunization Manual and the Canadian Immunization Guide.

ARTICLE 27 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

27.01 The parties agree to adhere to technological change and organizational change provisions as articulated within *The Saskatchewan Employment Act*.

27.02 Notification and Discussion

The employer shall notify the union as far in advance as possible of the impending change, and in any event shall give at least ninety (90) days' notice. The parties will meet to discuss the implementation of the change and to minimize the disruption or adverse consequences to the workforce of such change.

27.03 Principles

- a) Impacted employees will maintain their wage level;
- b) The most senior employees, subject to possessing the minimum qualifications and abilities sufficient to perform the duties will be retained and retrained;
- c) Employees will continue to have rights under Article 22 – Lay-offs and Recall;
- d) Employees accrual of benefits and other entitlements will be protected;
- e) The establishment of new job classifications or rates of pay, or the filling of any vacancies occurring as a result of technological and organizational change, will be in accordance with this agreement.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Agreement Term

The term of this Agreement will be from the date of signing until March 31, 2027 and will continue year to year upon expiration of that term unless either party provides notice in writing at least sixty (60) days prior to the expiration date of the collective agreement.

28.02 Changes in Agreement

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

28.03 Wage Reopener

Recognizing the Employer is funded on an annual basis via independent contracts to provide ABI and HOMES programs; and that changes to annual funding may occur from time to time and are not guaranteed, the parties commit to a wage reopener on an annual basis.

The Employer shall inform the union as soon as possible upon confirmation of future funding agreements. The parties shall meet to negotiate no more than thirty (30) days following the funders' contract confirmation. Changes to wages are subject to ratification by the union and by the Board.

28.04 General Wage Increase

As of April 1, 2025 employees shall receive a general wage increase of **5%**. Notwithstanding the provisions of Article 28.03, this Agreement may be opened effective April 1, each year 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 or the benefits or the pension costs of the Employer increase. It is understood and agreed that in such event, all other provisions of the Agreement shall remain in full force and effect.

ARTICLE 29 – WORKLOAD

29.01 The parties recognize that workload can fluctuate and should be addressed on a regular basis. Any combination of regular duties and project specific roles and responsibilities will adhere to workload considerations as set out herein.

When an employee believes their workload, balanced over a reasonable period of time, is greater than is reasonable, the employee shall provide written

information specific to the workload concern including suggestions for improvement to their immediate out of scope supervisor.

The employee and their immediate out of scope supervisor shall meet to discuss possible solutions. The employee may request the assistance of a union representative for this discussion.

The immediate out of scope supervisor shall provide a written response to the employee with a plan to address the workload concern within ten (10) working days. If the plan has not been initiated within thirty (30) working days, a labour-management meeting shall be held.

SIGNED AS OF 9 September, 2025 AT REGINA, SASKATCHEWAN.

ON BEHALF OF CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 5545

ON BEHALF OF PHOENIX
RESIDENTIAL SOCIETY

Hannah Kanak
Hannah Kanak (Sep 9, 2025 12:28:29 MDT)

Johanna Hogg
Johanna Hogg (Sep 9, 2025 09:25:45 MDT)

Laura Guilbault
Laura Guilbault (Sep 10, 2025 08:01:06 MDT)

Stephen Eger
Stephen Eger (Sep 9, 2025 12:42:19 MDT)

Alli McCullin
Alli McCullin (Sep 11, 2025 16:46:21 MDT)

Kendra Giles
Kendra Giles (Sep 10, 2025 09:25:02 MDT)

Maxton Eckstein
Maxton Eckstein (Sep 11, 2025 14:49:20 MDT)

Michelle
Michelle (Sep 9, 2025 17:18:39 MDT)

SCHEDULE A

CLASSIFICATION	WAGE RATE	
	April 1, 2023	April 1, 2025 5%
Acquired Brain Injury (ABI)		
ABI Psychosocial Rehab Worker III	16.74	17.58
ABI Support Worker I	17.95	18.85
ABI Support Worker II	18.85	19.79
ABI Support Worker III	19.41	20.38
ABI Keyworker I	20.60	21.63
ABI Keyworker II	21.63	22.71
ABI Keyworker III	22.85	23.99

SCHEDULE A (Continued)

CLASSIFICATION	WAGE RATE	
	April 1, 2023	April 1, 2025 5%
Housing & Other Management and Engagement Services (HOMES)		
HOMES Support Worker I	16.89	17.73
HOMES Support Worker II	18.31	19.23
HOMES Support Worker III	20.05	21.05
HOMES Housing Support Worker I	20.54	21.57
HOMES Housing Support Worker II	21.27	22.33
HOMES Housing Support Worker III	22.54	23.67
HOMES Housing Liaison Worker I	21.90	23.00
HOMES Housing Liaison Worker II	22.99	24.14
HOMES Housing Liaison Worker III	23.34	24.51
HOMES Intensive Case Manager I	23.42	24.59
HOMES Intensive Case Manager II	24.23	25.44
HOMES Intensive Case Manager III	24.73	25.97
HOMES Team Lead I	25.51	26.79
HOMES Team Lead II	26.79	28.13
HOMES Team Lead III	28.13	29.54
HOMES Financial Admin Assistant I	23.42	24.59
HOMES Financial Admin Assistant II	24.23	25.44
HOMES Financial Admin Assistant III	24.73	25.97
HOMES Admin/Program Support Assistant I	21.90	23.00
HOMES Admin/Program Support Assistant II	22.99	24.14
HOMES Admin/Program Support Assistant III	23.34	24.51

Levels Criteria:

Level 1- does not meet education or experience requirements as per job description

Level 2- partially meets education or experience requirements as per job description

Level 3- meets education requirements or experience as per job description

LETTER OF UNDERSTANDING #2024-01

BETWEEN

**PHOENIX RESIDENTIAL SOCIETY INC.
AND**

CANADIAN UNION OF PUBLIC EMPLOYEES# 5545

Refresher Shift for Casual Employees

RE: Article 20.05 e) Loss of Seniority - Casual Employees

This Letter of Understanding supersedes the provisions in Article 20.05 e) Loss of Seniority. Employees affected by this provision may be granted a thirty (30) day extension if they are able to provide proof that they have made attempts to work shifts within the ninety (90) days but were unable due to their seniority.

Employees may be scheduled a refresher shift (supernumerary) of up to eight (8) hours within thirty (30) calendar days. Employees can be scheduled without following the principles of seniority as outlined in Article 20 - Seniority, of the collective agreement.

The refresher shift option is a one-time solution; however, exceptions may be considered between the parties. Should an employee avail themselves of this LOU and subsequently then not bid on a shift within the next ninety (90) days, the employee will be deemed to have voluntarily resigned their position with the employer.

Proof of attempts made to work will entail the following:

Employee will email a screenshot or forward emails of a rejected shift notification dated within the previous ninety (90) days to their immediate out of scope supervisor. Within three (3) business days, the supervisor will respond with a list of possible shift options within the upcoming thirty (30) days to accommodate the refresher shift. The casual employee will have three (3) business days after notification of the possible shift options to respond and select a refresher shift.

Further to the above, casual employees are expected to have completed mandatory outstanding Citation Canada (formerly HR Downloads) learning modules before completing a vacant or refresher shift. This time shall be considered time worked.

The parties agree to meet and discuss any issues as they arise during the trial period and at the end of the first six (6) months and twelve (12) months.

The parties agree to trial this approach for the term of this agreement.

This letter of understanding shall be in force and in effect from and after July 22, 2025 up to and including March 31, 2027 and from year to year thereafter unless notification of desire to amend or terminate be given in writing not less than thirty (30) days nor more than sixty (60) days before the expiry of the then current agreement.

yd.cope491