

Parkland Group Home

COLLECTIVE AGREEMENT

between Yail Harbor Inc.
and the Canadian Union of Public Employees,
Local 3680

April 1, 2020

(to)

March 31, 2023



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THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 2021

BETWEEN:

YAIL HARBOR INC., YORKTON, SASKATCHEWAN

Hereinafter called “The Employer”

OF THE FIRST PART:

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3680,

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.

ARTICLE 1 – SCOPE AND RECOGNITION

1.01 Scope

This agreement shall cover all employees of the Yail Harbor Inc., pursuant to the order of the labour relations board, excluding the executive director, confidential secretary, program co-ordinators, literacy facilitators and day program workers, supportive living workers, if hired with special funding.

1.02 Recognition

The employer agrees to recognize the union as the sole and exclusive bargaining agent for the employees covered by this agreement.

1.03 No Other Agreements

- a) No employee(s) shall be required or permitted to make a written or verbal agreement with the employer or representative which may **conflict** with the terms of this collective agreement.
- b) Except for the provisions of article 8 and 9 of this agreement, any employee requested to meet formally with the employer shall, at the commencement of such meeting, be informed of the nature of the discussion, and if the employee so wishes, such employee may have a union representative present at the meeting.
- c) The union shall have the right to attend any management meeting with employees concerning matters affecting the relationship between the parties to this agreement.

1.04 Work of the Bargaining Unit

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

- a) In cases mutually agreed upon in writing by the employer and the union
- b) Emergency situations of five (5) days or less duration, when the employer is unable to fill relief shifts as per article 15.07.

ARTICLE 2 – TERM OF AGREEMENT

2.01 Term of Agreement

This agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after April 1st, 2020 up to and including March 31st, 2023, and from year to year thereafter unless notification of desire to amend or terminate be given in writing.

2.02 Open Period

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

2.03 Wage Re-opener – Shifting Change

Notwithstanding the provisions of article 2.01 above, this agreement may be opened for the negotiation of the schedule of wages as contained in Schedule “A” only, in the event that the employer implements **eight** (8) or **twelve** (12) hour shifts for **direct support workers**. Either party intending to enter into such negotiations of wages shall be required to serve the other party with not less than sixty (60) and not more than one hundred and

twenty (120) days' written notice of intent subsequent to the instituting of such shift changes.

2.04 Wage Re-opener – Funding Increase

Notwithstanding the provisions of article 2.01 above, this agreement may be opened for the negotiation of the schedule of wages as contained in Schedule "A" only, in the event the provincial government grants an increase in funding for wages to the employer, effective April 1st. Either party intending to enter into such negotiations of wages shall be required to serve the other party with not less than sixty (60) and not more than one hundred and twenty (120) days' written notice of intent prior to April 1st. It is understood and agreed that in such event all the provisions of this agreement shall remain in full force and effect. Any negotiated wage increase pursuant to article 2.04 shall not exceed the amount of funding increase received from the government.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

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

ARTICLE 4 – DEFINITIONS

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

- a) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in article 13.
- b) A part-time employee is one who is regularly scheduled to work less than the full daily and weekly hours as stated in article 15.
- c) Relief employees are those who do not work a regular schedule but are scheduled for a specific purpose or on a call-in basis for the relief of full-time or part-time employees.

ARTICLE 5 – UNION SECURITY

5.01 Union Membership

Every employee who is now or hereafter becomes a member of the union shall maintain membership in the union as a condition of their 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 **their** employment, provided that any employee in the appropriate bargaining unit who is not required to maintain **their** membership or apply for and maintain **their** 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 Dues Check-Off

The employer shall deduct initiation fees, assessment, and monthly dues from the earnings of each employee in accordance with the procedure designated by the **union**. Such funds deducted from an employee's earnings on behalf of the **union** shall be remitted to the person designated by the **union** within two (2) weeks of the said deductions, accompanied by a list (in duplicate) of the names, changes in addresses, hours actually worked, position title, work location, and the amounts deducted in the said deduction period.

5.03 Dues Authorization

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

5.04 Dues Receipts

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

5.05 Monthly Statements

The employer shall submit a monthly statement showing the names of employees appointed, promoted, demoted, and separated and the effective dates thereof, which shall be sent to the secretary-treasurer of the **union**. In the case of each new employee, the list shall also show the employee's job classification, job location, and contact information.

5.06 Organization Chart

- a) The employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority of the **organization**, accompanied by an up-to-date list of persons in authority, up to and including the chair of the **board of directors**.
- b) The **union** shall supply the employer with an up-to-date list of representatives, officers, stewards, and members of the **grievance committee**. Changes shall be communicated to the employer as soon as possible.

5.07 New Employees

The employer agrees to acquaint new employees with the fact that the union agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off.

5.08 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, position title, home mailing address, home phone number, cellular phone number, and personal email (if known).

The list will also include the employee's work status, and if the employee is on leave of absence, the nature of the leave.

The employee contact list will be provided on an electronic spreadsheet to the union on April 15th and September 15th of each year.

5.09 Copies of Agreement

The employer shall provide the union with the name and contact information of new employees within ten (10) days of hire.

The union shall be provided with **twenty (20)** minutes to meet with the new employee and provide them with a copy of the collective agreement within **thirty (30)** days of commencement of employment.

ARTICLE 6 – NON-DISCRIMINATION

6.01 Non-Discrimination

The employer and the union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, physical disability, national origin, political or religious affiliation, sex or marital status, place of residence, family status, sexual orientation, ancestry, receipt of public assistance, gender identity, nor by reason of membership or activity in the union, **or any other prohibited ground identified in *The Saskatchewan Human Rights Code*.**

ARTICLE 7 – NO STRIKE – NO LOCKOUT

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

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition

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

8.02 Time Limits

A grievance shall be deemed to have been initiated on the date a written statement of grievance is received by the executive director. A grievance, to be accepted, must be initiated within fourteen (14) calendar days from the date on which the union first became aware of the alleged violation.

8.03 Grievance Procedure

Step 1: Informal Meeting

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

Step 2: Executive Director

The grievance shall be submitted in writing by the union, on behalf of the aggrieved, to the executive director and shall include:

- a) the name of the grievor;
- b) signature of the grievor or a union representative;
- c) the particular agreement provision allegedly violated; and
- d) the remedy or correction sought.

The executive director shall meet with the union within ten (10) calendar days to discuss the grievance and shall render their decision in writing within ten (10) calendar days of such discussion.

If the grievance is not satisfactorily resolved, the union may refer the grievance to Step 3 in writing within ten (10) days of the executive director's response.

Step 3: Board of Directors

If a satisfactory settlement cannot be effected at Step 2, the grievance may, within ten (10) calendar days of receipt of the decision under Step 2, be referred to the board of directors. The board of directors or designate shall meet to discuss the grievance with the union within thirty (30) calendar days and shall respond in writing to the grievance within ten (10) calendar days of such discussion with the union.

Should the board of directors or designate fail to respond within ten (10) calendar days or the grievance is not satisfactorily resolved, the matter may be referred to arbitration.

8.04 Handling Grievances during Work Hours

Upon securing prior permission from the immediate supervisor, a steward, officer, or grievance committee member of the union has the right to leave assigned duties for a reasonable period in order to discuss any grievance with the appropriate representatives of the employer. Such steward, officer, or grievance committee member shall not suffer any loss of pay or other benefit for the time so spent.

8.05 Extension of Time Limits

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

8.06 Initiation of Special Meetings

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

8.07 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with any matters arising out of this collective agreement. Such representatives shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 9 – ARBITRATION

9.01 Single Arbitrator

Where a grievance has been referred to arbitration in accordance with **article 8.03**, the parties shall, within thirty (30) calendar days, attempt to agree to appoint a single arbitrator.

Where the thirty (30) calendar days have expired, either party shall have the right, within five (5) calendar days, to refer the grievance to a Board of Arbitration.

9.02 Board of Arbitration

a) Appointees

Where a grievance has been referred to a Board of Arbitration under **article 9.01**, the party making the referral shall name an appointee to the Board of Arbitration.

Within five (5) days of receiving notice that the grievance has been referred to a Board of Arbitration, the party receiving the notice shall name an appointee to the Board of Arbitration. Where the party receiving the notice fails to name an appointee within the prescribed time limit, the Chairperson of the labour relations board shall appoint a member to the Board of Arbitration on behalf of that party.

b) Chairperson

Within ten (10) days of the second party's appointment, the two (2) appointees shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

Where the two (2) appointees fail to agree on the appointment of a third member to the Board of Arbitration within the prescribed time limit, the Chairperson of the labour relations board shall appoint a third member to the Board of Arbitration who shall act as Chairperson.

9.03 Decision of the Board

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

9.04 Decision

A written decision of the Arbitrator or Arbitration Board, as the case may be, shall be made within two (2) months from the date of the hearing, and shall be final and binding on the parties.

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

9.05 Expenses of the Board

Each party shall pay:

- a) the fees and expenses of the Nominee it appoints;
- b) one-half (1/2) the fees and expenses of the Chairperson.

9.06 Amending of Time Limits

The time limits in the arbitration procedure may be extended by mutual consent of the parties in writing.

ARTICLE 10 – SENIORITY

10.01 Seniority

Seniority shall be defined as the length of an employee's service calculated in accordance with article 10.02 from the last date on which the employee commenced employment in a position with the employer. Seniority shall not apply during the probation period; however, once the probation period has been completed, seniority shall be credited from the last date of employment in a position in the bargaining unit.

10.02 Accumulation of Seniority

An employee shall earn seniority based the date of hire.

Employees employed as of March 31, 2014 are ranked in order of seniority calculated on hours of seniority from the date the employee last entered the service of the employer.

10.03 Maintenance of Seniority

Subject to article 10.05 of this agreement, an employee shall maintain accumulated seniority.

10.04 Seniority List

The employer agrees to post a seniority list in the months of **May and November** of each year. Such list shall state the **hire date** for each employee up to March 31st (**posted in May**) and **September 30th (posted in November)** of the current year. Upon proof of error, the employer shall immediately revise the seniority list. Copies of the seniority list and revisions shall be forwarded to the **union** simultaneously.

10.05 Loss of Seniority

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

- a) is discharged for just cause and is not reinstated;
- b) resigns in writing;
- c) fails to report for three (3) consecutive scheduled shifts;
- d) fails to notify the employer of the employee's intention to return to work within ten (10) calendar days following a recall from lay-off and after being notified by registered mail to do so;
- e) is continuously laid off in excess of twelve (12) months;
- f) retires from the employ of the employer;
- g) accepts a position with the employer outside the bargaining unit.

ARTICLE 11 – VACANCIES AND NEW POSITIONS

11.01 Job Posting

Vacancies shall be filled from within the organization by posting the vacant job. The employer may advertise any vacancy to the public.

All vacancies shall be posted for at least **seven** (7) calendar days to allow employees to apply. Applications must be made in writing to the executive director by the specified closing date. If there are no qualified internal applicants, the employer may consider external candidates.

Qualifications and ability being equal between all applicants, as determined by the employer, seniority shall be the factor which determines which applicant shall be hired to fill the vacancy.

11.02 Trial Period

Where appointment is made from an applicant who is already employed by Yail Harbor Inc., the successful applicant shall be allowed a trial period of four (4) months, or in the case of casual or part-time employees, sixty (60) shifts, from the effective date of appointment. The employer shall provide feedback on performance issues to employees and provide a reasonable opportunity for the employee to improve their performance during the trial period.

The employee shall be confirmed in the new position after the trial period. In the event the employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate, and without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, wage or salary rate, and without loss of seniority.

11.03 Information in Postings

A job posting shall contain the following information:

- a) job classifications;
- b) required qualifications;
- c) summary of duties;
- d) rate of pay;
- e) date of posting;
- f) location of position;
- g) status of position (temporary, relief, full-time, part-time, permanent).

11.04 Probationary Period

Newly hired employees shall be on probation for six (6) months. During the probationary period, employees shall be entitled to all rights and benefits of this agreement. Probationary employees may be discharged with or without cause, provided the discharge is not arbitrary or discriminatory. The employer shall provide feedback on performance issues to new employees and provide a reasonable opportunity for the employee to improve their performance at the two (2) month and four (4) month point of the probationary period.

In agreement with the union, the employer may extend the probationary period for employees up to two (2) months or twenty-four (24) shifts. The employer will provide the union with rationale for the extension. Such rationale shall not be unreasonable. In respect to relief employees, the timeline for feedback on performance issues shall take place upon completion of **eighty** (80) hours and **one hundred-sixty** (160) hours.

After completion of the probationary period, seniority shall be effective from the original date of hire.

ARTICLE 12 – LAY-OFFS AND RECALLS

12.01 Notice of Lay-Off of Employee(s)

Notice of lay-off of employees(s) shall be as provided in the following notice periods:

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

12.02 Role of Seniority in Lay-Offs

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

12.03 Recall of Employees

Employees laid off in accordance with **article** 12.01 shall be returned to work in positions for which they have the qualifications and ability, as determined by the employer, to handle the work to be performed.

12.04 Notice of Recall

In the event of recall of a full-time or part-time employee, for normal duties, the employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the employer by registered letter within ten (10) days of the mailing of such letter, stating **their** acceptance or refusal of the employment offered and **their** intention of reporting for work within the time limits specified in **article** 10.05 (d). In the event that the employer does not receive such registered letter from the employee within the stated ten (10) day period accepting employment, or the employee fails to report within the required time limits, the said employee shall be deemed to be terminated.

ARTICLE 13 – PERFORMANCE REVIEWS AND PERSONNEL RECORDS

13.01 Employee Annual 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 an acknowledgement 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.

13.02 Personnel Records

An employee's personnel record shall be accessible to **them**, upon request, in the presence of **their** supervisor.

ARTICLE 14 – DISCIPLINE

14.01 Discipline

When an employee is requested to meet with the employer for any purpose that may result in discipline, they shall receive notice, in writing, **seventy-two (72)** hours prior and the purpose (investigation or discipline) of the meeting. In the written notice the employer shall inform the employee of their right to union representation, their responsibility for ensuring they have union representation, and the nature of the meeting, when possible. The employee shall be given an opportunity to provide a defense for their actions prior to any disciplinary action being taken. No employee will be disciplined or dismissed except for just cause.

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

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

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

14.02 The Steps of Corrective/Progressive Discipline

The parties to this agreement recognize that a coaching/counselling process usually precedes the discipline process. They also recognize the following usual steps of corrective/progressive discipline:

- a) Verbal reprimand(s);
- b) Written reprimand(s);
- c) Suspension(s);
- d) Dismissal.

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

Any disciplinary document placed on an employee's file shall be removed no later than twenty-four (24) months from the date of issue upon request of the employee or the union, provided there is no other disciplinary action of equal or greater severity within the twenty-four (24) months.

ARTICLE 15 – HOURS OF WORK

15.01 Definition of a Day – Direct Support Worker

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

15.02 Master Schedule

- a) The employer and the union shall develop a master schedule for regularly scheduled employees. The master schedule shall be developed by September 30, 2017.
- 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.

15.03 Eight (8) Hour Shift Employees (Program Assistant/Shift Operator)

- a) The hours of work for shift employees shall be based on an **eight (8)** hour day, forty (40) hours per week, with a thirty (30) minute paid lunch period.
- b) Maximum days of work: for administrative convenience, six (6) shifts of eight (8) hours may be worked in any one (1) week, provided that any two (2) week period shall not comprise more than ten (10) shifts of eight (8) hours.
- c) Shifting patterns are defined as follows:
 - i) **Eight (8)** hour rotations consisting of no more than six (6) shifts in a row and no more than thirty (30) shifts in a six (6) week period.
 - ii) Two (2) week rotations consisting of no more than six (6) shifts in a row and no more than fifteen (15) shifts in a three (3) week period.
- d) Failure to provide at least sixteen (16) hours' rest between a change in shifts in **eight (8)** hour schedules shall result in the payment of overtime at established rates for any hours worked during such rest periods.
- e) Steady Evening or Night Shifts
 - i) Employees who work on a two (2) week rotation and prefer to remain on the evening or night shift may be granted permission to do so, provided they can be accommodated and don't interfere with the rights of other employees who may wish to rotate through all shifts. Requests for steady shifts must be submitted in writing to the employer.
 - ii) Employees on steady evening or night shifts will come back into rotation for no less than one (1) of the non-steady shifts per month. The employee will be scheduled no less than six (6) of the non-steady shifts in a twelve (12) month period. Scheduling of the non-steady shifts will be done by mutual agreement between the employer and the employee.
 - iii) With thirty (30) days' notice, the employee or the employer may cancel the steady shifts and request a return to the rotation. The employer can cancel steady shifts for bona fide reasons with thirty (30) days' notice.
- f) Equal Division of Night Shift on Homes

Notwithstanding article 15.03(e)

- i) Night shifts shall be equally divided among employees in a home. No employee shall be required to work more than two (2) sets of night shifts in a row on an **eight (8)** hour rotation. Employees may be required to work

two (2) or more consecutive sets of day or evening shifts to accommodate the equal distribution of night shift.

- ii) Employees shall have the day and evening shifts evenly distributed as much as operationally possible, so as to spend the same amount of time on each shift as every other employee.
- iii) Employees working approved rotations will have weekends off as scheduled. Weekends off will be granted as equally as possible and be reconciled over the period of one (1) year.

15.04 Twenty-Four Hour Direct Support Workers

Twenty-four (24) hour direct support workers' hours of work shall consist of a shift of twenty-four (24) consecutive hours, as scheduled by the employer. Employees shall be scheduled to work no more five (5) shifts in a row and no more than sixteen (16) shifts per month. Employees shall be scheduled no less than forty-eight (48) consecutive hours off.

15.05 Extended Shift Arrangements (12 hour)

Hours of Work

The normal hours of work shall be twelve (12) hours per day.

Shifts shall be inclusive of two (2) fifteen (15) minute breaks and two (2) thirty (30) minute meal breaks.

Each four (4) week period shall not exceed one hundred sixty-eight (168) hours of work. Employees shall not be scheduled more than four (4) consecutive shifts in a row.

Employees will receive no less than two (2) consecutive days off and scheduled the same amount of weekends off as weekends scheduled to work.

Overtime will be paid at the rate of one-half times (1.5X) of an employee's hourly wage for all hours worked in excess of twelve (12) hours.

15.06 Posting Work Schedules

Provisional work schedules shall be posted twenty-eight (28) days in advance by the employer. Confirmed work schedules shall be posted no later than fourteen (14) days in advance. The employer reserves the right, without penalty, to make changes to the posting, when required due to unforeseen circumstances.

15.07 Rest Period

Eight (8) hour shift employees will have two (2) fifteen (15) minute breaks in each eight (8) hour shift. Upon mutual agreement with staff on shift, employees may combine breaks to provide for a **thirty (30) minute rest period.**

For less than full-time employees: In each continuous period of three and one-half (3 ½) hours worked in a day, an employee shall be entitled to a fifteen (15) minute rest period.

15.08 Hours of Work – Relief Employees

Assignment of Relief Work

When the employer determines that relief work is required the following conditions apply:

- a) **Seniority**
- b) **Availability**

The employee shall identify their availability for relief work to the employer. All relief work will be offered/assigned based on the information provided by the employee.

Relief Work Inside Seventy-Two (72) Hours

Relief work that becomes available within seventy-two (72) hours' notice shall be offered to employees on the relief list in order of seniority. If there is no immediate personal response to such call, the shift shall be offered to the next senior employee on the list.

Relief Work Outside Seventy-two (72) hours

Relief work that becomes available outside seventy-two (72) hours' notice shall be assigned to employees on the relief list in order of seniority based on their availability.

Notification of Assignment

The employer shall notify the employee as soon as possible when shifts are assigned or reassigned.

Relief workers must accept at least three (3) shifts per month (if offered by the employer).

Change or Cancel a Shift

The employer(s) reserves the right to change or cancel a relief employee's scheduled shift(s). If such shift(s) are cancelled without forty-eight (48) hours' notice, the employee shall be paid their regular earnings for any shift(s) cancelled within the forty-eight (48) hour period.

15.09 Trading Shifts

Employees may make mutual arrangements with other qualified employees to replace them on a scheduled shift; however, such an exchange must have prior approval by the employer.

Deviation from the posted work schedule which results from employees trading shifts shall not be subject to the overtime provisions.

ARTICLE 16 – OVERTIME AND SPECIAL PAY

16.01 Calculation of Overtime

a) Overtime must be authorized by the executive director. Payment for all authorized overtime shall be calculated as outlined in b) following and shall be calculated to the nearest one-half (½) hour.

b) Overtime shall be at double (2) time, except for:

i) On a Regular Workday

Payment for overtime worked on a regular working day shall be made at one and one-half (1 ½) times the employee's hourly rate for the first four (4) hours beyond the daily hours of full-time work pattern and at double (2) time for all hours above four (4) on that day providing the extra hours worked do not precede **their** regular day off, in which case payment will be in accordance with b) above.

c) Other than Full-Time and Relief Employees

Employees shall be paid for hours in excess of the normal daily hours of the full-time work pattern of the category to which they are assigned at the rate of one and one-half (1 ½) times for the first four (4) hours of overtime and double (2) time for all hours thereafter.

The overtime rates described above shall apply when a relief employee is required to work without having had an eight (8) hour break between shifts. Overtime rates will be paid for hours worked within the eight (8) hour rest period.

16.02 Working on a Designated Holiday which is also a Day of Rest

When a designated holiday falls on an employee's regularly assigned day of rest, and **they are** required to work on such day, **they** shall be paid at the rate of two (2) times the regular rate of pay for the day of rest worked and shall also be granted a day off-in-lieu of the holiday.

16.03 Overtime on a Designated Holiday

An employee who is required to work overtime on a designated holiday shall be entitled to receive one and one-half (1½) times regular pay and statutory holiday pay, or an equivalent amount of time off with pay, at a time mutually agreed upon between employer and employee, and this shall constitute their total remuneration for such time worked.

16.04 Call Back

An employee who is called back to work after completing **their** shift, or on **their** day(s) off, shall be paid overtime at the rate of 2 times (double) the employee's regular rate of pay.

16.05 Overtime - Requested and Assigned

Overtime shall, whenever feasible, be offered to employees who request it on a rotating basis within the classification level/occupation and/or unit where the work is required.

The employer shall maintain a list on the basis of seniority for the purposes of offering overtime. Every April 1st and October 1st, employees will indicate in writing if they wish to be on the list. The union shall have access to the list.

Employees who are scheduled to work during the overtime shift being offered will be offered such shift last.

Where no employees request or are available for overtime work, assignment of overtime will be done in the reverse order of seniority, and such overtime shall be paid at the appropriate rate.

All overtime will be offered considering the operational needs of the institution.

16.06 Time in Lieu

At the request of the employee, overtime calculated at the appropriate rate of pay can be banked to a maximum of forty (40) hours for eight (8) hour shift employees or seventy-two (72) hours for twenty-four (24) direct support workers.

This time shall be taken at a time mutually acceptable between the employee and employer and must be recorded on time sheets or work sheets accessible to employees.

An employee's time in lieu bank will be paid out by March 31st of each year.

ARTICLE 17 – PAID HOLIDAYS

17.01 Public Holidays

Employees shall be entitled to regular wages for all public holidays as set out in *The Saskatchewan Employment Act*.

Designated public holidays are:

New Year's Day
Good Friday
Victoria Day
Canada Day
Saskatchewan Day
Family Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a holiday by the federal, provincial, or municipal government.

Employees who work on a public holiday are entitled to pay at the rate of time and one-half (1½), in addition to 5% of wages over the four (4) weeks preceding the public holiday, calculated pursuant to *The Saskatchewan Employment Act*, Division 2, S7, 2-32.

Employees who do not work on a public holiday are entitled to be paid 5% of their wages over the weeks preceding the public holiday for the holiday, calculated pursuant to *The Saskatchewan Employment Act*, S7, 2-32.

ARTICLE 18 – VACATIONS

Vacation year means the twelve (12) month period commencing on the first (1st) day of April in each calendar year and concluding on the thirty-first (31st) day of March the following year.

Employees shall be entitled to annual vacation credits earned during the calculation period.

18.01 Time Off for Annual Vacation

- a) In the first (1st) year and up to and including the ninth (9th) year of continuous employment, **employees** are entitled to receive fifteen (15) days time off for annual vacation.
- b) Employees hired before October 28th, 1992, in the fifth (5th) year, and subsequent years of continuous employment, are entitled to twenty (20) days time off for annual vacation.
- c) Employees hired after October 28th, 1992, shall, in the tenth (10th) year of continuous employment, be entitled to **twenty** (20) days time off for annual vacation.

18.02 Vacation Pay

Full-time employees will earn vacation pay as follows:

- a) In the first (1st) year and up to and including the ninth (9th) year of continuous employment, one and one-quarter (1 $\frac{1}{4}$) days for each completed month of service on March 31st.
- b) Employees hired before October 28th, 1992, in the fifth (5th) year and subsequent years of continuous employment, one and two-thirds (1 $\frac{2}{3}$) days for each completed month of service on March 31st. Employees hired after October 28th, 1992, shall, in the 10th year of continuous employment, one and two-thirds (1 $\frac{2}{3}$) days for each completed month of service on March 31st.

Part-time employees will earn vacation with pay as outlined above pro-rated based on equivalent full-time worked.

Relief employees shall be paid 6% vacation pay in lieu of vacation leave, based on total earnings, on each pay cheque. Employees will choose whether to receive pay on each pay cheque or bank the time for paid vacation leave.

18.03 Vacation Scheduling

The employer shall provide employees with their vacation entitlement balance on June 1st and November 1st of each year.

By March 1st of each year, the employer shall post a vacation schedule for each workplace. Employees shall select their preferred vacation dates by March 15th, and the completed vacation schedule shall be posted no later than March 30th.

Insofar as operational efficiency will permit, preference in choice of vacation dates shall be determined by seniority or service with the organization.

Employees submitting vacation requests after April 30th shall submit their request at least **fourteen** (14) days prior to the posting of the provisional schedule. In the event of a conflict in vacation requests submitted after April 30th employees who first requested that vacation period shall have preference. The employer shall provide notice of approval within **ten** (10) days of receipt of the request.

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

ARTICLE 19 – LEAVE OF ABSENCE

19.01 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 leave of absence of less than **fifteen** (15) days must be submitted at least fourteen (14) calendar days in advance. The employer shall provide a written response to the request within five (5) calendar days of receipt, except in extenuating circumstances. Leaves of absence for more than **fifteen** (15) days must be submitted at least **twenty-eight** (28) days in advance. The employer shall provide a written response within **ten** (10) days of receipt.

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

The union shall receive a copy of all responses.

19.02 Leave of Absence for Court Duty

Insofar as the regular operation of the organization will permit, an employee who is summoned to serve as a juror or is subpoenaed as a witness shall be granted an unpaid leave of absence.

19.03 Maternity, Parental, and Adoption Leave

An employee granted maternity, parental, or adoption leave shall not earn sick leave credits paid, annual vacation, or paid holiday for the entire period granted.

a) Maternity Leave

Every employee who is currently employed and has been for thirteen (13) weeks requesting leave of absence due to pregnancy may be granted such leave without pay subject to:

- The leave may include up to eighteen (18) weeks, and the employee may also apply for “Parental Leave” as described in article 19.03 (b) entitled “Parental and Adoption Leave” to be taken in any combination the employee may choose before and after the estimated date of birth;
- An employee must provide the employer with a written application, including a doctor’s certificate indicating the estimated date of birth. This notice should be submitted four (4) weeks in advance of the date on which the leave is to begin;
- Before returning to work, the employee must notify the employer, preferably in writing, four (4) weeks in advance of the day on which **they** wish to return;
- Employees returning from maternity leave shall return to the same position and be paid at the same step of the salary range as was in effect at the time proceeding the leave;
- For the purposes of seniority and rights of recall, being on maternity leave does not constitute a break in service, and the seniority and rights of recall shall continue to accrue while the employee is taking maternity leave; and
- An employee is entitled to continue participating in any benefit plan subject to this agreement if the employee pays the contributions required by the plan.

b) **Parental and Adoption Leave**

- Any employee who has been employed for a total of thirteen (13) weeks before the leave is to start who provides the employer with proof of legal adoption of a child, or is requesting parental leave, shall be entitled, upon written application, to leave of absence without pay. The request for leave, indicating the date on which the employee wishes to commence leave, must be submitted not later than four (4) weeks prior to the date on which the employee wishes to commence leave. It is further understood and agreed that due to short notice being obtained from the legal adoption agency, as to the time of adoption, or in the case of birth of a child sooner than anticipated in the case of parental leave, a short notice from the employee concerned to the employer shall be accepted.
- A legal adoption or parental leave shall continue for an agreed period of six (6) weeks to a maximum of thirty-four (34) weeks. Employees shall give a minimum of four (4) weeks’ notice in writing of their intent to return to work

- When the employee and the employer agree that the leave should be less than six (6) weeks, then the employer may permit the employee to resume employment at the time agreed. An employee who does not return to work upon the expiration of agreed leave shall be deemed to have terminated employment.
- Employees returning from adoption or parental leave shall return the same position and be paid at the same step of the salary range as was in effect at the time of the leave. Being on parental or adoption leave does not constitute a break in service; therefore, seniority rights of recall continue to accrue while an employee is taking such leave.

19.04 Paid Bereavement Leave

Full and part-time employees shall be granted three (3) days' leave without loss of pay and benefits in the case of death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, brother or sister-in-law, grandparent or grandchild. Such leave shall be taken within seven (7) days of the day of death. Recognizing that individual circumstances may have a bearing on the need for bereavement leave, the employer, on request, may grant additional unpaid leave.

19.05 Union Leave

The employer shall attempt to accommodate union leave requests, insofar as efficient operations will permit. A maximum of two (2) designated employee 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 (1) occasion. The union shall reimburse the employer for all pay and benefits during the period of the absence.

19.06 Intimate Partner Violence Leave

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

19.07 Leave for Pressing Necessity

An employee will be granted two (2) days' leave with pay to be deducted from their vacation leave or banked time each fiscal year for pressing necessities. Pressing necessity shall be defined as any sudden or unusual occurrence that could not, by the exercise of reasonable judgement, have been foreseen by the employee and which require immediate attention of the employee. An employee may be required to provide proof that the occurrence is preventing them from attending work.

ARTICLE 20 – SICK LEAVE

20.01 Sick Leave Defined

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

- a) the employee was unable to work by virtue of being sick or disabled;
- b) because of an accident for which compensation is not payable under the *Workers' Compensation Act*; or
- c) in the opinion of the employer, the employee's presence constituted a health hazard for the residents and all other employees, and the employee was instructed by the employer to leave the employee's place of duty.

20.02 Accumulation of Sick Leave Credit

All full-time employees shall earn sick leave credits at a rate of .83 days per month of service.

Sick leave credits for all other employees shall be as outlined above, pro-rated, based on equivalent full-time worked.

Accumulation of sick leave credits shall be allowed to a maximum of ten (10) days.

Employees will draw on sick leave credits only to the extent earned, except that effective April 1st of each year, employees shall be able to draw on future credits to be earned to October 1st of that year. Subject to the sole discretion of the executive director, employees may draw on additional future credits.

The value of any unearned sick leave days taken by an employee shall be repaid immediately upon termination of active employment for any reason. The employer shall have the right to deduct the value of such unearned sick days from any monies owing to the employee by the employer.

There shall be no carryover of sick leave credits past March 31st. Employees shall receive a payment of unused sick leave credits as at that date equivalent to five (5) sick days less the number of days used during the fiscal year.

20.03 Medical/Dental Appointments

- a) Employees shall schedule medical and dental appointments outside of working hours. An employee who is unable to schedule a medical or dental appointment outside of working hours must provide **their** supervisor, if possible, with at least

forty-eight (48) hours' notice of such appointment in writing. An employee shall be granted leave for medical or dental appointments.

- b) The employer recognizes that, on occasion, employees may be required to attend scheduled medical and dental appointments of immediate family members. In such incidents the employee must notify **their** supervisor, if possible, with at least forty-eight (48) hours' notice of such appointment in writing. An employee shall be granted leave for medical or dental appointments.
- c) An employee shall be entitled to be paid for such time as **they were** absent from work in order to attend a medical or dental appointment and shall use accumulated sick hours, up to a maximum of three (3) days per year. If the employee has no sick hours or exceeds more than three (3) days per year for **medical/dental** appointments, the time shall be without pay. Time for medical/dental appointments shall be granted.

20.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits of all normal working hours, exclusive of holidays, absent for sick time.

20.05 Notification of Illness

Wherever possible, an employee claiming sick leave under the provisions of article 20.01 shall notify the employer at least three (3) hours before the employee would normally report for work. Failure to do so may result in non-payment of sick leave for that shift. It is understood that a medical certificate may be requested by the employer. Employees on a long-term illness shall notify their employer as soon as possible of their expected date of return to work.

ARTICLE 21 – BENEFITS

21.01 The employer agrees to make available the following benefits, subject to the terms of the plans:

Dental, Group Life, Accidental Death and Dismemberment and Major Medical

- All full-time and part-time employees who work thirty (30) hours or more per week on a regularly scheduled and continuous basis.
- These individual benefits are paid on a 50/50 basis between the employer and employee. Any additional cost for family coverage is paid by the employee.

Long Term Disability

- All full-time and part-time employees who work thirty (30) hours or more per week on a regularly scheduled and continuous basis.

Long Term Disability (LTD) is paid by the employee.

21.02 Pension Plan

The employer shall enroll all employees into the Saskatchewan Association of Rehabilitative Centres (SARC) Pension Plan per the terms of the plan. The parties agree contributions made by employees and employers on behalf of employees shall be as follows:

Employer rate – 4%

Employee rate – 4%

ARTICLE 22 – PAYMENT OF WAGES

22.01 Salary Scales

The salary scale applicable to all employees shall be as set out hereinafter in Schedule “A” of this agreement.

22.02 Payment of Wages

Employees shall be paid a mid-month advance between the 12th and 14th of each month and actual or remaining earnings paid on the **second** (2nd) last banking day the month. **Cheques will be received by the employees by 10:00a.m.**

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

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

22.03 Mileage Allowance

When required and authorized by the employer, mileage rates paid to an employee for the use of the employee’s own automobile for the employer’s business shall be paid 0.396/kilometre.

ARTICLE 23 – TECHNOLOGICAL CHANGE

23.01 Technological Change

When the employer introduces new equipment or major changes in operating methods or dissolution of departments, the employer shall anticipate these changes and conduct a program of training and transfer of the employees affected prior to the change.

ARTICLE 24 – GENERAL PROVISIONS

24.01 Proper Accommodation

The employer agrees to make every effort to provide proper accommodations for employees to have meals and store and change their clothes. The employer agrees to provide suitable accommodation that is not directly accessible to the public to allow employees to store personal effects and clothing worn to and from the place of work.

24.02 Bulletin Boards

The employer shall provide bulletin board(s), which shall be placed so that all employees will have ready access to them and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

24.03 Plural, Singular, Feminine, or Masculine Terms May Apply

Whenever the singular, plural, masculine, or feminine is used in this agreement, it shall be considered as if the plural, singular, masculine, or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Health and Safety Committee

- a) The union and the employer shall continue to co-operate in perfecting the safety and measures now in effect, and further agree that the provisions for Health and Safety Committees, as provided for under provincial legislation *The Saskatchewan Employment Act*, shall be carried out.
- b) The employer shall ensure that the co-chairpersons of the committee receive training respecting their duties and functions of a committee.
- c) The union shall determine the employee/worker representatives on the committee.
- d) An employee or group of employees who have a health or safety concern should endeavour to resolve that concern by first referring the concern to the immediate supervisor who will investigate immediately and take remedial action.

25.02 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; **and**
- Uphold the philosophy of zero tolerance of harassment.

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

25.03 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 non-violence in the workplace policy.

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

25.04 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.

SCHEDULE OF WAGES
SCHEDULE "A"

Effective April 1, 2020

| | | |
|---|---------------|----------------|
| Full Time (24-hour) Direct Support Worker | | \$13.17 |
| Relief (24-hour) Direct Support Worker | | \$12.64 |
| Program Assistant/Shift Operator (8-hour) | Start | \$17.43 |
| | 1 Year | \$19.25 |
| | 2 Year | \$21.18 |
| Relief Program Assistant/Shift Operator (8-hour) | Start | \$17.43 |
| | 1 Year | \$19.25 |
| | 2 Year | \$21.18 |

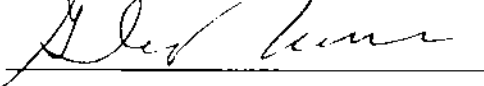
Direct Support Worker (included in pension plan after 6 months)

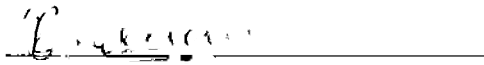
Program Assistant/Shift Operator (8 hour) (included in pension plan after 6 months)

Relief Direct Support Worker (not included in pension plan)

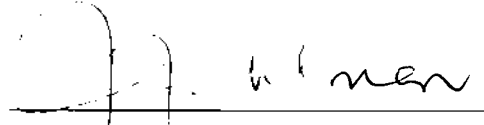
Signed the 15th day of March, 2021.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3680





YAIL HARBOR INC.





LETTER OF UNDERSTANDING

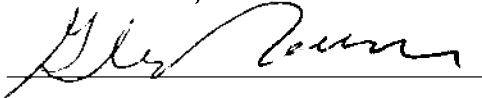
RE: Relief Employees

The parties agree that upon signing, relief employees will comprise:

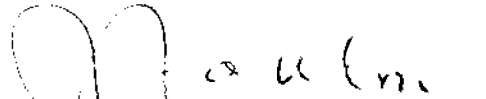
- 80% of relief employees shall be hired as Program Assistant/Shift Operator (8-hour shifts)
- 20% of relief employees may be hired as both 24-hour Direct Support Worker and 8-hour Program Assistant/Shift Operator.

Signed the 15th day of March, 2021.

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3680



YAIL HARBOR INC.





THE WITNESS WHEREOF YAIL HARBOR INC. has caused its seal to be hereto affixed, attested to by the hands of its proper Officers in that behalf, at the City of Yorkton, in the Province of Saskatchewan, this 15th day of March, 2021.

Janet ...
Donna Rowley

IN WITNESS WHEREOF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 3680 has caused its seal to be hereto affixed, attested to by the hands of its proper Officers in that behalf, at the City of Yorkton, in the Province of Saskatchewan, this 15th day of March, 2021.

[Signature]
[Signature]

EXECUTED ON BEHALF OF CANADIAN UNION OF PUBLIC EMPLOYEES, at the City of Yorkton, in the Province of Saskatchewan, this 15th day of March, 2021.

Jan Borg Representative Donna Rowley Witness

