

COLLECTIVE AGREEMENT

BETWEEN

RAIL CITY INDUSTRIES INC.

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3481**

CUPE / *Canadian Union
of Public Employees*

FOR THE PERIOD OF:

April 1, 2020 to March 31, 2023

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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 – DEFINITION

1.01 Definitions

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

1. A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 17.
2. A part-time employee is an employee who is appointed to a position that has a regular schedule of hours that are fewer than the hours identified as full-time hours in Article 17.
3. Relief and casual employees are those who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.

ARTICLE 2 – RECOGNITION

2.01 Recognition

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

2.02 Correspondence

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

All correspondence regarding specific grievances shall be addressed to the CUPE local president and the National Representative.

2.03 Masculine and Feminine Gender

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

ARTICLE 3 – SCOPE

3.01 Scope

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

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

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

ARTICLE 5 – UNION SECURITY

5.01 Union Security

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

5.02 Employer Recognition of the Union

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

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

5.03 Union Representatives

In the month of November every year, the union shall provide the employer a list of the elected union representatives. The list will include the representatives' title.

The union shall update the list for the employer as representatives change.

5.04 Contact Information

The employer will provide to the union a list of all the employees in the bargaining unit on February 1st and July 2nd of each year. The list will include each person's name, job title classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail.

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

5.05 Confidentiality

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

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

5.06 Employee Orientation

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

The union shall be provided with one-half (1/2) hour orientation time with new employees during working hours. The orientations will be limited to a maximum of one (1) per month.

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

5.07 No Other Agreements

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

5.08 Bulletin Boards

The employer shall provide a bulletin boards at all locations which shall be placed so that all employees will have ready access to it and upon which the union shall have the right to post notices of meetings and such other union notices as may be of interest to the employees.

5.09 Union Meetings

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

ARTICLE 6 – DUES CHECK-OFF

6.01 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 three (3) weeks of the said deductions accompanied by a list (in duplicate) of the names, changes in address, hours actually worked, and the amounts deducted in the said deduction period.

6.02 Dues Authorization

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

6.03 Dues Receipt

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

6.04 Monthly Statements

The employer shall submit a monthly statement showing the names and classifications of employees to the secretary-treasurer of the union.

6.05 Organizational 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 chairperson 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.

ARTICLE 7 – SENIORITY

7.01 Seniority

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

7.02 Loss of Seniority

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

- a) **Are** discharged for just cause and **are** not reinstated;
- b) **Resign** in writing;
- c) **Fail** to report to work after termination of leave of absence;
- d) **Fail** to report to work on recall after lay off within ten (10) days of being recalled;
- e) **Have** been continually laid off for a period of twelve (12) months or a period in excess of the accumulated seniority of the employee at the time of lay off, whichever is the lesser;
- f) **Retire** from the employ of the employer; and
- g) **Accept** a position with the employer outside of the bargaining unit; **and**
- h) **Are** a casual employee who has been offered work but has not accepted work for a period of **sixty (60)** days exclusive of leaves of absence.

7.03 Maintenance of Seniority

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

7.04 Seniority List

The employer agrees to post a seniority list on June 30th and December 31st of each year showing employees' seniority. Upon proof of error, the employer shall revise the seniority list. Copies of the seniority list, and revisions thereof shall be forwarded to the union.

7.05 Call in List

All employees shall be listed on the list in order of their hire date.

The list shall be revised as required.

ARTICLE 8 – POSTING, CALL-IN, AND PROBATION

8.01 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, the employer shall notify the union in writing and post notice of the position in the employer's premises for a **period** of seven (7) days. Positions outside of the bargaining unit may be posted externally at the same time.

8.02 Information in Postings

Such notice shall include the following information:

- Job classification
- Status
- Required qualifications
- Pay range
- Hours per averaging period
- Location (subject to the employer's right to transfer)
- Closing date of competition
- Summary of the duties

8.03 Filling Postings

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

8.04 Call-in Procedure for Regular Shifts and Overtime

The process for filling regular shifts and overtime will be:

1. Part-time employees for the area required in order by seniority.
2. Casual employees in order by seniority.
3. Part-time employees from other areas, that have been orientated to that area, in order by seniority.
4. If no part-time or casual employees which are orientated to that area are available, or if they have been scheduled for full-time hours, overtime hours shall be offered in the following order by seniority:
 - a) Full-time employees in the area.
 - b) Part-time employees in the area.
 - c) Casual employees.
 - d) Part-time employees from other areas that have been orientated to that area.
 - e) Full-time from other areas.
5. Should the senior employee be scheduled for a shorter shift and a longer shift becomes available, the employee shall be offered the longer shift.
6. Casual employees shall provide their availability fourteen (14) days in advance. **Casual employees will be scheduled if the shift is 72 hours ahead of the shift required, if inside 72 hours casuals will be called and offered shifts.**
7. Senior employees who have the required training, skills, and abilities for the chef's in training **and** commercial kitchen shall be called first, for shifts in those areas. Should no employee with the training, skills, and abilities be available, other employees shall be called in order of seniority. For further clarification, **part-time** employees shall be called prior to casual employees, should call in result in overtime the process shall be that the employees shall be called by seniority in order of full-time, part-time, casual.

If there is no answer the **staff scheduler** may proceed to the next eligible employee on the list. Overtime shall not be paid to employees unless they are in an overtime situation as per Article 17.01.

In extenuating circumstances, the employer may request, in writing, to by-pass the normal call-in process provided it is required to facilitate client care and safety. Such requests will not be unreasonably denied.

If an employee hasn't worked in an area for three (3) months, they shall be orientated to that area at the employer's discretion. Requests for orientation will not be unreasonably denied.

8.05 Probationary Period

All employees will serve an initial probationary period.

Newly hired employees shall be on probation for a period of one thousand and forty (1040) hours for **all** full-time, and **seven hundred and fifty (750)** hours for casual and part-time positions. During the probationary period, employee(s) shall be entitled to all rights and benefits of this agreement, except that a probationary employee who has worked less than **seven hundred and fifty (750)** hours may be dismissed for unsuitability, provided the dismissal is not arbitrary or discriminatory.

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

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

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

8.06 Trial Period

Where appointment is made from an applicant who is already employed by Rail City Industries Inc., the successful applicant shall be allowed a trial period of six (6) months from the effective date of appointment. The employee shall be confirmed in the new position after the trial period. In the event the employer determines that the successful applicant is unsatisfactory in the position at any time during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, wage or salary rate, and without loss of seniority. All other employees affected by the re-arrangement of positions, shall also be returned to their former position, wage or salary rate, and without loss of seniority.

ARTICLE 9 – NOTICE OF LAY OFF AND RECALL

9.01 Notice of Lay Off of Employee(s)

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

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

9.02 Role of Seniority in Lay-Offs

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

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

9.03 Recall of Employees

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

9.04 Notice of Recall

In the event of recall of an employee, for normal duties, the employer shall forward a registered letter to the employee who has been laid off, addressed to the employee's last known address. The employee concerned must notify the employer by registered letter within five (5) days of the mailing of such letter, stating **their** acceptance or refusal of the employment offered and **their** intention of reporting for work within the time limits specified in Article 7.04(d). In the event that the employer does not receive such registered letter from the employee within the stated five (5) day period of accepting employment, or the employee fails to report within the required time limits the said employee shall be deemed to be terminated.

ARTICLE 10 – DISCIPLINE

10.01 Discipline

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

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

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

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

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

10.02 The Steps of Corrective/Progressive Discipline

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

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

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

10.03 Employee file

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

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

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

10.04 Job Abandonment

An employee who is absent without leave shall, after three (3) consecutive working days of such unauthorized absence, be considered to have abandoned their position and will be deemed to have resigned unless it can be shown by the employee that special circumstances prevented the employee from reporting to work or from seeking authorization to miss work.

ARTICLE 11 – NO STRIKE OR LOCKOUT

11.01 No Strike

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

11.02 No Lock Out

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

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Grievance Defined

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

12.02 Union Representation

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

12.03 Time Limits to Submit a Grievance

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

12.04 Time Limits May Be Extended or Abridged

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

12.05 Grievance Procedure

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

Step 1 Informal Discussion with the Executive Director or Designate

Any difference or dispute between the employer and any employee(s), and/or the union pertaining to any issue that may lead to a grievance as defined in Article 12.01 will be discussed with the executive director or designate, prior to the union filing a grievance. **The employee(s) and/or the union shall identify the informal meeting as Step 1 of the grievance procedure process at the commencement of the meeting.** The employer shall provide a Step 1 response within **ten (10)** working days. In cases of dismissal, the grievance procedure shall begin at Step 2. The executive director will hear the grievance and submit a decision in writing to the union within ten (10) working days. All grievance responses will be addressed to and forwarded to the union's local president.

Step 2 - Executive Director or Designate

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

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

12.06 Referral to Arbitration

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

12.07 Board of Arbitration

Where a grievance has been referred to arbitration the parties shall firstly attempt to agree to appoint a single arbitrator. In the event that the parties are unable to agree to a single arbitrator, a board of arbitration shall be established in accordance with *The Saskatchewan Employment Act*.

12.08 Initiation of Special Meetings

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

12.09 Decision

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

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

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

12.10 Expenses of the Arbitrator

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

ARTICLE 13 – LEAVE OF ABSENCE

13.01 General Leave of Absence

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

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

13.02 Entitlement While on Leave of Absence

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

13.03 Union Leave

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

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

- a) Actual lost wages;
- b) Employer(s)'s share of Canada Pension contributions;
- c) Employer(s)'s share of Employment Insurance premiums;
- d) Employer(s)'s share of Pension contributions or equivalent;
- e) Employer(s)'s share of Group Insurance premiums;
- f) Employer(s)'s share of Disability Income contributions;
- g) Employer(s)'s share of Dental Plan;
- h) Workers' Compensation premiums;
- i) Extended Health Plan and Enhanced Dental Plan Premiums.

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

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

13.04 Compassionate Leave

The employer shall grant unpaid compassionate leave to employees in conformity with the *Employment Insurance Act and Regulations* and *The Saskatchewan Employment Act*.

13.05 Personal Days

All regular full-time and part-time employees shall be entitled to four (4) personal days per calendar year (January 1 to the last pay period in December) paid for by the employer. Personal days will be subject to the operations requirements and employees must provide seven (7) days' notice of their intent to take a personal day. Employees will not be responsible for finding their replacement. Personal day entitlement for part-time employees shall be calculated on a pro-rated basis.

ARTICLE 14 – COURT DUTY

14.01 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 be subpoenaed as a witness be granted an unpaid leave of absence.

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

14.02 Pressing Necessity

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

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

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 Statutory Holidays

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

Designated public holidays are:

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

15.02 Christmas or New Year's Day Off

Except under extenuating circumstances, an employee shall have at least Christmas or New Year's Day off.

15.03 Regular Wage Defined

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

15.04 Pay When Working on a Statutory Holiday

Employees who work on a public holiday are entitled to pay in accordance with *The Saskatchewan Employment Act*.

15.05 Payment for Sickness on Scheduled Paid Holiday

Employees scheduled who work on a paid holiday, but who are unable to work in accordance with Article 18.04, shall be paid in accordance with Article 18.04.

ARTICLE 16 – ANNUAL VACATION

16.01 Annual Vacation

- a) Each employee who completes one (1) year of service with the organization shall be entitled to three (3) weeks annual vacation and 3/52nds of total wages for vacation pay.

- b) After eight (8) years of service, the employee shall be entitled to four (4) weeks annual vacation. Employees entitled to four (4) weeks annual vacation shall receive 4 52nds of their total wage for the past year as annual vacation pay.
- c) After twelve (12) years of service, the employee shall be entitled to five (5) weeks annual vacation. Employees entitled to five (5) weeks annual vacation shall receive 5 52nds of their total wage for the past year as annual vacation pay.

d) Vacation Carry Over

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

16.02 Vacation Pay Upon Termination

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

16.03 Choice of Vacation

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

16.04 Vacation Year

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

16.05 Annual Vacation Requests

- a) By February 1st of each year, the employer shall supply each full-time and part-time employee with forms for annual vacation request, for the upcoming vacation year. Casual employees will be paid vacation entitlement on each pay cheques as it is earned.

Casual employees with vacation pay accumulation at the time of signing the collective agreement beginning April 30, 2016 will have **one hundred and eighty (180)** days from the date of signing to expend their accumulation.

- b) Vacation request forms will be accepted until March 1st of the current year. The requests from employees with the greater seniority shall have priority.

- c) Vacation request received after March 1st of the current year, will be granted on a first come, first served basis, insofar as the operational needs of the organization permit.
- d) Employees shall receive confirmation of their vacation approval by March 8th of the current year.
- e) No employee shall refuse or neglect to request scheduled vacation. If any employee refuses or neglects to request scheduled vacation by December 1st of the current year, the employer retains the right in such instance to schedule vacation.
- f) Once a vacation has been granted, the employer may not cancel or reschedule the vacation unless agreed upon with the employee.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

17.01 Hours of Work

- a) Authorized hours worked by employees in excess of the hours specified above shall be paid as provided by *The Saskatchewan Employment Act*.
- b) **Definition of a Day**

For the purpose of this agreement, a day is defined as the twenty-four (24) hours from the start of an assigned shift.
- c) The employer retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation. The employer agrees to post monthly schedules of work at least fourteen (14) days in advance. Employees required to change their schedule will be given at least twenty-four (24) hours' notice of change, except in cases of emergency.
- d) Full-time hours shall consist of:
 - i. Full-time hours consist of eight (8) hours per day, forty (40) hours per week.
 - ii. Full-time hours for employees working in group homes shall be eight (8) hours per day, with an average of **one hundred and sixty (160) hours per four (4) weeks.**

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

e) Authorized hours worked by employees in excess of the hours specified above shall be paid as provided by Saskatchewan Labour Standards.

1. Employees working an eight (8) hour shift will be allowed two (2) rest periods of fifteen (15) minutes as near as possible to midway of each half of the shift and a half hour ($\frac{1}{2}$) paid meal period, except as outlined below.

Team Leaders

- a) eight (8) hours per day including a one (1) hour paid meal period and/or;
- b) as per Article 17.01 (b)
- c) The hours of work as stated in this article are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

17.02 Exchanging of Shifts

Any exchanging of shifts between employees is subject to approval by the staffing scheduler by applying a minimum of two (2) days prior to the date of the exchange. In extenuating circumstances, staff shall get verbal approval from program coordinator II or the executive director.

17.03 Shift Differential

Shift differential for group home staff shall be \$0.15 per hour for hours worked between 9:00 p.m. and 12:00 a.m. and \$0.25 per hour for hours worked between 12:00 a.m. and 7:00 a.m.

ARTICLE 18 – SICK LEAVE

18.01 Sick Leave Defined

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

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

- c) in the opinion of the employer, the employee's presence constituted a health hazard for the residents and all other employees, and the employee was instructed by the employer to leave the employee's place of duty.

18.02 Accumulation of Sick Leave

- a) All full-time employees shall earn sick leave credits at the rate of one (1) day per month of service.

Part-time employees on staff as of June 22, 1992 who work thirty (30) hours or more on a regularly scheduled basis shall continue to earn sick leave credits on a pro-rated basis.

- b) Accumulation of sick leave credits shall be allowed to a maximum of fifteen (15) days.

18.03 Doctor's Certificate

A doctor's certificate may be required for any period of sick leave. Any cost arising from the employer's request will be paid for by the employer.

18.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits.

18.05 Notification of Illness

Employees working the day shift, claiming sick leave shall notify the employer at least two (2) hours before the employee would normally report for work. Failure to do so may result in non-payment of sick leave for that shift.

Employees working an afternoon/evening/night shift claiming sick leave shall notify the employer at least four (4) hours before the employee would normally report for work. Failure to do so may result in non-payment of sick leave for that shift. The employee must speak to their **staff scheduler** regarding their absence and may not leave a message with another employee, on an answering machine, voicemail, or text message.

ARTICLE 19 – QUARANTINE

19.01 Quarantine for Pandemic

A regular full-time or part-time employee shall be granted a leave of absence without loss of pay or sick leave credits as a result of being quarantined by order of the Medical Officer of Health because of pandemic (when pandemic is declared by the Medical

Office of Health), where such quarantine prevents the employee from attending to **their** duties. The employer has the right to request the appropriate documentation in such circumstances.

ARTICLE 20 – MATERNITY, PARENTAL, AND ADOPTION LEAVE

20.01 Maternity, Parental, and Adoption

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

ARTICLE 21 – BEREAVEMENT LEAVE

21.01 Bereavement Leave

Bereavement leave with pay of up to five (5) calendar days in duration shall be granted to regular full-time or part-time employees upon the death of a spouse, common-law spouse, parent, step-parent, fiancé, step-child, child, sister, brother, step-sister, step-brother, grandchild, or any other person with whom the employee has experienced a similar relationship.

Bereavement leave with pay of up to three (3) calendar days in duration shall be granted to regular full-time or part-time employees upon the death of a parent-in-law, step-parent-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, or any other person with whom the employee has experienced a similar relationship.

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

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

In this article, “child” means an employee’s biological child, adopted child, stepchild, or long-term foster child. “Step-parent” means the spouse or widow of the employee’s parent. “Spouse” includes same-sex spouse.

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

21.02 Mourner’s Leave

An employee scheduled to work may be granted one-half (½) day paid leave to attend a funeral/memorial service as a mourner in the event of the death of someone who is not identified in Article 21.01.

ARTICLE 22 – TECHNOLOGICAL CHANGE

22.01 Technological Change

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

ARTICLE 23 – NON-DISCRIMINATION

23.01 Non-Discrimination

The employer and the union agree that subject to bona fide occupational requirements, there shall be no discrimination by the union or by the employer with respect to any employee by reason of age, race, creed, colour, national origin, gender, family status, ancestry, political or religious affiliation, disability, sex, sexual orientation or marital status, nor by reason of membership or activity in the union.

23.02 Harassment

The union and the employer recognize the right of employees to work in an environment free of harassment and will work jointly to achieve that goal.
Harassment means any inappropriate conduct, comment, display, action, or gesture by a person:

That either:

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

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

ARTICLE 24 – PREVIOUS AGREEMENTS

24.01 Previous Agreements

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

ARTICLE 25 – TERM OF THE AGREEMENT

25.01 Term of Agreement

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

25.02 Open Period

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

25.03 Wage Re-Opener

Notwithstanding the provisions of Article 25.01 above, this agreement may be opened for the negotiation of the schedule of wages as contained in Schedule "A" in the event the funding agency grants an increase in funding for wages to the employer. Either party intending to enter into such negotiations of wages shall be required to serve the other party with not less than fourteen (14) days written notice of intent to negotiate.

25.03 It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect. Any negotiated wage increase pursuant to Article 25.03 shall not exceed the amount of funding increase received from the funding agency.

ARTICLE 26 – BENEFITS

26.01 Use of Private Vehicles

- a) Employees who have approval from the employer to use private vehicles for out of town travel when on workplace business shall be paid a kilometre allowance of forty cents (\$0.40)/km.
- b) The employer will reimburse **group home team leaders, chefs in training/commercial kitchen technician, and supported apartment living program** for the annual cost of additional liability insurance on their personal

vehicle when using their vehicle for employer business to a maximum of eighty-five dollars (\$85.00) per annum. A copy of the annual in-force policy and proof of payment shall be provided to the employer prior to reimbursement. **Employees receiving this reimbursement shall be required to use their personal vehicle for employer business.**

26.02 Benefit Plans

The employer agrees to continue the current SARC Benefit Plans (group life, dental, and long-term disability), subject to the terms of the plans, for eligible full-time, part-time, and casual employees. The employer shall pay the premiums for the SARC Benefit Plans.

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

Dental: All employees, as per SARC eligibility.

Dental is paid by the employer.

Group Life: All employees, as per SARC eligibility.

Group life is paid by the employer.

Long-term Disability: All employees, as per SARC.

Long-term disability (LTD) is paid by the employer.

Pension: All employees, as per SARC eligibility.

Pension is paid on a 50/50 basis between the employer and employee, employer contribution of 4% and employee contribution of 4%.

ARTICLE 27 – RETROACTIVE PAYMENTS

All employees including those who have retired from the employer on or after April 1, 2020 shall be eligible for retroactive general wage increases based on all paid hours of work up to and including date of retirement.

Employees who have terminated their employment from the employer for reasons other than retirement on or after April 1, 2020 shall not receive retro-active payments.

SCHEDULE "A"

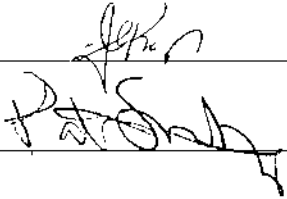
Position	0 to 1040	1041 to 4160	4161 plus
Staffing Scheduler	20.14	21.17	22.20
Technician	19.31	20.36	21.40
Team Leaders	18.98	20.06	21.15
Support workers	17.41	18.48	19.51

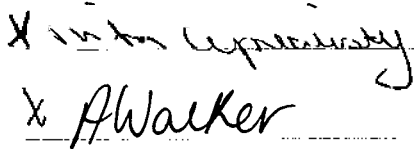
SIGNED ON BEHALF OF RAIL CITY
INDUSTRIES INC.

SIGNED ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES, LOCAL 3481

THIS 28 DAY OF April, 2021

THIS 28 DAY OF April, 2021



X 

LETTER OF UNDERSTANDING

BETWEEN

RAIL CITY INDUSTRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3481

RE: On Call and Automobile Compensation

Effective signing of this letter of understanding, the parties agree that each group home team leader shall be paid \$70.00 per month as on call compensation.

Each group home team leader, supported apartment living program care giver, and chefs in training/commercial kitchen technician shall receive \$45.00 per month, prorated to the hours worked, as compensation for use of personal automobile for work-related mileage within the Melville city limits, pro-rated for employees designated by the employer to fill in for group home team leaders.

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

AGREED THIS 28 DAY OF April, 2021

FOR RAIL CITY INDUSTRIES INC.

FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3481

J. J. J.

Pat J. J.

Nita Cupresinsky

A Walker

LETTER OF UNDERSTANDING
BETWEEN
RAIL CITY INDUSTRIES INC.
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3481

Re: Conversion to Start Date Seniority

The parties agree that employees of Rail City Industries Inc. as of the date that this collective agreement is signed shall be ranked in order of their seniority as it is calculated effective that date. The most senior employee shall be ranked first, and the least senior employee shall be ranked last.

Employees' seniority for the purposes of establishing the ranking shall be calculated according to the provisions of the collective agreement between the parties that expired March 31, 2005.

Employees hired after the date of this collective agreement is signed shall be added to the end of the seniority list as established above in order of their date of hire subject to the seniority provisions of the collective agreement effective April 1, 2005 between the parties.

Dated this 28 day of April, 2021 in Melville, Saskatchewan.

For CUPE Local 3481

For Rail City Industries Inc.

M. C. Cope
H. Walker

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

RAIL CITY INDUSTRIES INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3481

Re: Employee Assistance Program:

Effective signing of this letter of understanding, the parties agree that all employees will have access to an employee assistance program provided by the employer.

The Employee Assistance Program is paid by the employer.

AGREED THIS 28 DAY OF April, 2021

For CUPE Local 3481

For Rail City Industries Inc.

Minister Cunningham
x A Walker

John
Pat Smyth

