

COLLECTIVE AGREEMENT

between

**THE MACKENZIE SOCIETY
VENTURES INC.**

and

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 3364**

CUPE / *Canadian Union
of Public Employees*

**For the Period
April 1, 2018 to March 31, 2022**

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BETWEEN: THE MACKENZIE SOCIETY VENTURES INC.

Of the Town of Preeceville, In the Province of Saskatchewan
(Hereinafter called the "Employer" or "The MacKenzie Society")

OF THE FIRST PART

**AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 3364**

(Hereinafter called the "Union")

OF THE SECOND PART

PURPOSE

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 – RECOGNITION

1.1 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.

1.2 Correspondence

All correspondence between the parties hereto, arising out of this Agreement shall pass to and from the General Manager and the Secretary of the Union.

1.3 No Other Agreements

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

1.4 Gender

Wherever the masculine or feminine gender is used in this Agreement, it shall also apply to the opposite gender.

ARTICLE 2 – SCOPE

2.1 Scope

This Agreement shall cover all employees of MacKenzie Society Ventures Inc. except the **Executive Director**, Program Co-ordinator, Financial Administration Clerk, **Administrative Human Resources/Payroll Assistant, Day Program Facilitator**, Supervisor of Residential Services, Job Coaches, HRDC funded summer students and SARCAN Operations.

2.2 Work of the Bargaining Unit

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

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 Management Rights

The Union acknowledges that it is the right of the Employer to manage and to direct the working force **of MacKenzie Society Ventures Inc.** except as limited by the terms of this Agreement. **This includes but it not limited to the right to hire, select, transfer the work force and layoff because of lack of work or funding.**

ARTICLE 4 – UNION SECURITY

4.1 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.

4.2 Organizational Chart

- a) The Employer agrees to place on the bulletin board a block organizational chart showing the administrative structure and the line of authority in the organization.
- b) The Union shall supply the Employer with an up to date list of the representatives, officers, stewards, and members of the Grievance Committee.

4.3 Notification

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

4.4 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.

4.5 Employee Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include the employee's:

- Name;
- Job title / classification;
- Employment status (full-time, part-time, temporary, casual);
- Regular earnings;
- Union dues deducted;
- Home mailing address;
- Telephone number(s);
- Work e-mail address and, if available, personal e-mail address, and;

- If the employee is on a leave of absence, the nature of the leave.

The list will be forwarded to the Union monthly.

4.6 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union.

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

4.7 Union Announcements

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

ARTICLE 5 – DUES CHECK OFF

5.1 Check Off

Upon receipt of a written request from any employee, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive the same, the Union dues, assessments, and initiation fees regularly required of all members, and the Employer shall furnish to the Union a written list of the employees from whom such deductions have been made. This list shall show each employee's gross wage for that pay period as well as the amount of dues deducted for the period.

5.2 Deductions

The Union shall furnish the Employer in writing the amount to be deducted from such employee who has authorized such deductions not less than thirty (30) days before the effective date for such deductions.

5.3 Income Tax

The Employer agrees to record all union dues paid in the previous year on employees' income tax (T4) slips.

ARTICLE 6 – DEFINITIONS

6.1 Definitions

For the purposes of this Agreement, the following definitions shall apply:

- a) A full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work the full daily and weekly hours as stated in Article 19.
- b) A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 19.
- c) **Casual employees** are those who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- d) Temporary positions are positions with a specified start and end date to either fill a known vacancy or a position of a temporary nature, of more than ninety (90) days in length and not to exceed twenty-four (24) months.**

ARTICLE 7 – LABOUR MANAGEMENT MEETINGS

- 1. Upon request of either party, a Labour Management Meeting shall be scheduled in order to discuss and settle matters of mutual concern.**
- 2. The party requesting the meeting shall provide agenda items. The meeting will be scheduled within seven (7) days of the request being made, or on a date mutually agreed upon.**
- 3. The purpose of Labour Management meetings will be to address matters which would not normally be addressed through the grievance or bargaining procedure.**

ARTICLE 8 – NOTICE OF LAYOFF OF EMPLOYEES

8.1 Notice of Layoff of Employees

Notice of layoff of employees shall be as provided in *The Saskatchewan Employment Act, Part II – Employment Standards*.

ARTICLE 9 – SENIORITY

9.1 Accumulated Date of Hire Seniority

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

9.2 Loss of Seniority

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

- a) is dismissed by the Employer for cause and not reinstated;
- b) voluntarily leaves the service of the Employer;
- c) fails to report for work after termination of leave of absence;
- d) fails to report from work on recall after layoff within ten (10) days of being recalled;
- e) has been continually laid off due to lack of work for a period of twenty-four (24) months;
- f) is a casual employee and fails to actually work at least one (1) shift per calendar month unless on an approved leave of absence or unless a reasonable explanation is provided.

9.3 Seniority List

The Employer agrees to post an up-to-date seniority list in the month of May of each year. Employees shall be ranked on the seniority on the basis of their start date. Upon proof of error, the Employer shall revise the seniority list. Copies of the seniority list and revisions thereof shall be forwarded to the Union.

9.4 Probation

A new employee shall be on probation for 1,040 hours worked. Employees shall be notified in writing when they have completed their probationary period.

ARTICLE 10 – VACANCIES

10.1 Job Posting

When a vacancy occurs or a new position is created inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's premises for a minimum of seven (7) calendar days.

10.2 Information in Postings

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

10.3 Appointment

Employees shall be entitled to bid for vacancies by means of written application. Where qualifications and ability as determined by the Employer are relatively equal, the senior applicant shall be awarded the position.

10.4 New Positions

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

10.5 Trial Period

The successful applicant shall be allowed a trial period of **160** hours worked from the date of appointment. The trial period may be extended to **320** hours with mutual agreement of the Employer and the Union. Employees shall be advised in writing with reasons if the trial period is to be extended and shall be advised in writing when the trial period is complete.

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

10.6 Promotions Requiring Higher Qualifications

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

10.7 Temporary Positions

When the Employer determines that a **position** of ninety (90) calendar days or longer exists, the **position** shall be posted and filled subject to the posting provisions identified in Article **10**.

1. Additional postings shall not be required for the position of the employee transferred as a result of the original posting.
Employees seeking additional or different hours of work should apply for the position, as further vacancies resulting from the awarding of the temporary position will be filled from the pool of applicants received for the original temporary position.
2. When the **temporary position ends**, the employee shall be returned to her former position.
3. Employees filling **temporary positions** shall be eligible to apply for any permanent position that is posted during the term of the **temporary position**.

ARTICLE 11 – CALL-IN PROCEDURE

11.1 Call-in Procedure

Where additional **shifts** become available, **they** shall be offered to part-time and **casual** employees who are qualified and capable of performing the required work without orientation in the following order:

- a) **Oriented casual and part time** employees on the call-in list to maintain their currency within the facility on a rotational basis.
Casual employees will be deemed current within the facility upon working one shift per calendar month.

- b) **Part time employees at the facility required in order of seniority.**
- c) Qualified part-time employees **from other facilities** by seniority **that are oriented to** the facility.
- d) Qualified **casual** employees by seniority **that are oriented to** the facility.
- e) **If no part time or casual employees which are oriented to the area are available, or if they have been scheduled for full-time hours, overtime hours shall be offered in the following order by seniority.**
 - i. **Full time employees in the facility**
 - ii. **Part time employees in the facility**
 - iii. **Casual employees in the facility**
 - iv. **Part time employees from other facilities that have been oriented to the facility**
 - v. **Causal employees from other facilities who have been oriented to the facility**
 - vi. **Full time from other facilities**

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

- 11.1.1 Employees shall declare, in writing, the specifics of their unavailability (days, shifts, locations and/or any other specific restrictions) for relief assignments. Employees may amend their unavailability information either in writing or by phone followed up in writing.
- 11.1.2 Employees are required to inform the Employer before accepting a call for relief assignment that accepting the relief assignment will result in overtime.
- 11.1.3 When an employee is consistently unavailable for shifts they will no longer be called for shifts, nor will they be terminated as per **Article 9.2 f)**, until a discussion has occurred with the employee and the Union to discuss and resolve the matter.

ARTICLE 12 – LAYOFFS AND RECALLS

12.1 Role of Seniority in Layoffs

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

12.2 Recalls

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

12.3 Recall Procedure

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

12.4 Bumping Procedure

All employees who have been notified of layoff may exercise their seniority rights by bumping **the least** senior employee, provided the employee seeking to bump has the required knowledge, skills, and abilities to perform the work in question.

An employee may bump into more than one position to maximize their hours up to the same level as the position they were laid off from. Such bumps shall be subject to the other restrictions in the Collective Agreement.

ARTICLE 13 – CORRECTIVE DISCIPLINE AND INVESTIGATIONS

13.1 The Goal of Corrective Discipline

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

13.2 Discipline

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

13.3 Union Representation

The Employer shall provide the Employee **and the Union** reasonable notice of investigative and disciplinary meetings. The notice shall include notice of their right to have Union representation at the meeting and whether it is an investigative or disciplinary meeting. The Employee and/or the Union are responsible to ensure Union representation is present. An Employee who is given a formal written reprimand or more serious disciplinary sanctions shall be given reasons in writing with a copy to the Union.

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

If Union representation is refused, the Employer shall provide to the Union a written confirmation of such refusal, with a copy of the document being supplied to the Employee.

The Employer reserves the right to invite the Union to meetings which an Employee has refused Union representation.

13.4 The Steps of Corrective Discipline

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

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

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

13.5 Disciplinary Documents

Disciplinary documents shall be removed from an employee's file after a period of three (3) years unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period.

13.6 Job Abandonment

Employees are required to attend work regularly; however, there can be special circumstances preventing the employee from reporting to work or from seeking authorization to miss work. An employee who is absent without leave **and where no special circumstances are shown** shall be considered to have abandoned their position and will be deemed to have resigned.

ARTICLE 14 – WORK ENVIRONMENT AND OCCUPATIONAL HEALTH AND SAFETY

14.1 Occupational Health and Safety

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

The Employer and the Union shall co-operate with the Occupational Health and Safety Committee as required under *The Saskatchewan Employment Act, Part III - Occupational Health and Safety* shall be carried out.

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

14.2 Occupational Health and Safety Committee

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

The Employer shall ensure that the co-chairpersons of the Committee receive training respecting their duties and functions of a committee.

The Union shall determine the employee/worker representatives on the Occupational Health and Safety Committee.

14.3 Harassment in the Workplace

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

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

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

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

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

The Employer and the Union acknowledge a shared responsibility to:

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

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

14.4 Violence in the Workplace

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

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

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

14.5 The Duty to Reasonably Accommodate

Accommodation of Employees within the workplace is a shared responsibility between the Employer, the Union and the Employee. All parties shall work cooperatively to foster an atmosphere conducive to accommodation.

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

ARTICLE 15 – NO STRIKE OR LOCKOUT

15.1 No Strike

No employee bound by this Collective Bargaining Agreement shall strike during the term of this Collective Bargaining Agreement.

15.2 No Lockout

The Employer shall not cause a lockout during the term of this Collective Bargaining Agreement.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 Grievance Defined

A grievance shall be defined as any dispute between the Employer and any Employee or the Union regarding the interpretation, meaning, operation or application of this Agreement.

16.2 Grievance Submitted

Any grievance submitted shall be in writing, and be signed by the grieving Employee or a Union representative.

The Employer recognizes the employee's right to be represented by the Union at any meetings with the Employer during the grievance procedure. Such Union representatives shall not suffer loss of regular pay as a result of time spent in such meetings.

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

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

The Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved Employee except as authorized by the Union.

16.3 Time Limits to Present Grievance

No grievance shall be considered which is not presented within fourteen (14) calendar days after the event or circumstances giving rise to the complaint came to the attention of, or should have come to the attention of, the employee or employees concerned.

16.4 Grievance Procedure

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

Step 1

Prior to a grievance being submitted at Step 2, **employees, through the Union, or the Union itself shall** seek to informally resolve, with the **immediate out of scope supervisor**, any difference or dispute between the Employer and any employee(s), and/or the Union pertaining to any issue that may lead to a grievance as defined in Article 16.1. **This discussion shall take place within fourteen (14) calendar days of discovery of the cause for complaint.**

Step 2

Employees, through the Union, or the Union itself shall refer a written grievance to the **Administrative Human Resources/Payroll Assistant or designate**. The **Administrator, HR/Payroll Assistant or designate** shall respond in writing. If an adjustment satisfactory to the Union is not made within fourteen (14) calendar days of the time it is brought to the attention of the **Administrator, HR/Payroll Assistant or designate**, the grievance shall be processed as follows or be considered settled.

Step 3

Failing satisfactory adjustment within the time limit of Step 2, the Union may, within fourteen (14) calendar days, but not thereafter, from the time the employee's **Administrator, HR/Payroll Assistant or designate** gave an answer, submit the grievance to the **Executive Director**. The **Executive Director** shall give the Union a decision within fourteen (14) calendar days from the receipt of the grievance. The decision shall be in writing.

16.5 Arbitration

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

16.6 Board of Arbitration

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

16.7 Certain Rules and Procedures Applying

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

16.8 Jurisdiction

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

16.9 Decision

The decision of the Arbitrator or Arbitration Board as the case may be, shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fee and expenses of the Chairperson.

16.10 Time Limits

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

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

ARTICLE 17 – LEAVE OF ABSENCE

17.1 Leave of Absence

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

17.2 Benefits

An employee granted a leave of absence under Article 17.1 shall not earn sick leave credits, annual vacation credits or paid holiday pay for the entire period granted.

17.3 Union Affairs

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

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

17.4 Negotiation Leave

The Union's negotiating committee shall consist of four (4) employees. Where the parties agree to conduct negotiations during daytime hours, a leave of absence for the committee from their assigned duties shall be granted, based on operational feasibility.

ARTICLE 18 – STATUTORY HOLIDAYS

18.1 Statutory Holidays

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

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

ARTICLE 19 – ANNUAL VACATION

19.1 Length of Vacation

Every full-time Employee is entitled to:

- a) Annual vacation with pay of three (3) weeks after each year of employment;
- b) Annual vacation with pay of four (4) weeks after ten (10) years of employment.

Part-time and Casual Employees are entitled to:

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

Any Employee not having a year of service prior to commencement of the vacation period shall be allowed vacation at the rate of one and one quarter (1¼) working days for each completed month of service.

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

19.2 Vacation Requests

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

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

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.1 Post Schedules

The Employer agrees to post a six (6) month schedule. Such a schedule may be changed with **28 days'** notice.

The Employer also agrees to post schedules of **four (4) weeks rotations** work at least fourteen (14) days in advance. Employees required to change their schedule will be given at least **seven (7) days'** notice of change except in cases of emergency or unforeseen circumstances.

20.2 Hours of Work

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

20.3 Overtime

Employees shall be entitled to overtime after ten (10) hours in a day or 160 hours averaged over a four (4) week period, as authorized by the Employer. For the purposes of this Agreement, a "day" is defined as a calendar day. By mutual agreement between the supervisor in charge and the employee, the employee may take time off, calculated at the appropriate rates, in lieu of overtime pay. There shall be no reduction in employees' regularly scheduled hours to avoid payment of overtime or to avoid allowing time in lieu of overtime.

20.4 Rest Periods

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

20.5 Meal Periods

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

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

20.6 No Maximum or Minimum

The hours of work as stated in this Article are not to be construed as a guarantee, as a minimum, nor as a restriction for any maximum of hours to be worked.

20.7 Weekends Off

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

20.8 Time Off Between Shifts

Failure to provide an employee at least twelve (12) hours rest between shifts shall result in payment of overtime rates for any hours worked during such periods except in extenuating circumstances and there is mutual agreement between the Employer and the employee.

20.9 Exchange of Shifts

Any exchange of shifts between employees shall be subject to the twelve (12) hours rest period and must be approved in advance by the Employer.

20.10 Call-in, Call Back

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

20.11 Temporary Performance of Higher Duties

a) When the Employer determines that work of a higher paid classification is necessary, the Employer shall allocate that assignment to existing employees in the facility based on qualifications and ability as determined by the Employer.

Where qualifications and ability are relatively equal, the senior employee will be allocated the assignment.

b) An employee temporarily assigned to perform duties in accordance with a) above shall receive pay at Step 1 of the grid related to that position for all hours worked in the higher classification.

ARTICLE 21 – PAYMENT OF WAGES

21.1 Schedule of Wages

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

21.2 Pay Days

Employees shall be paid on a bi-weekly basis. Employees shall receive their preference of a paper or electronic pay stub, listing all deductions made, including but not limited to, the Union Dues amount, earnings for the period, hours worked, the hourly rate, overtime hours, and premiums. Employees shall indicate their preference to the Employer at the beginning of the fiscal year.

21.3 Job Classification

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

21.4 Increments

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

21.5 Performing Duties of a Lower Paid Classification

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

ARTICLE 22 – MATERNITY, PARENTAL AND ADOPTION LEAVE

22.1 Maternity, Parental and Adoption Leave

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

22.1.1 An Employee who makes application for leave under this Article must request the leave at least one (1) month in advance of the requested start date:

- a) And who provides her immediate supervisor with a medical certificate certifying that she is pregnant and specifying the estimated due date is entitled to and shall be granted material leave for a period not exceeding eighteen (18) months.

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

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

- b) And who provides their immediate supervisor with proof of adoption of a child shall be granted adoption leave for a period not exceeding eighteen (18) months, which shall not commence prior to the date at which the child becomes available for adoption.
- c) An Employee who makes application for paternity leave at least one (1) month in advance of the commencement date shall be granted paternity leave for a period of up to eighteen (18) months duration. Paternity leave is in accordance with this Article.

22.1.2 The Employer shall not dismiss or lay off an employee solely because he/she is pregnant or has applied for leave in accordance with subsection **22.1.1** above.

- 22.1.3 With **thirty (30)** days' notice, an Employee may return prior to the expiration of the leave provided it does not require the Employer to pay two employees for the same job.
- 22.1.4 An Employee returning from leave shall be reinstated in the position with the hours of work in the department in which she was employed prior to going on leave. If her position is abolished during her leave, she shall be subject to layoff as if she had been occupying the position at the time of its abolition.
- 22.1.5 An Employee unable to perform her regular duties, but able to perform other work, shall, where possible, be permitted to do so at the appropriate rate of pay for the position she is filling.

ARTICLE 23 – SICK LEAVE

23.1 Sick Leave Defined

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

- a) the employee was unable to work by virtue of being sick or disabled, or;
- b) because of an accident for which compensation is not payable under *The Workers' Compensation Act*, or;
- c) in the opinion of the Employer, the employee's presence constitutes a health hazard for the clients or other employees, and the employee was instructed by the Employer to leave the employee's place of duty.
- f) Once an Employee has reported to their supervisor that they will not be attending work under Article 23, the Employee will not be required to attend the workplace until they are fit to return to work.

23.2 Accumulation of Sick Leave Credits

All full-time employees, except as otherwise provided in this Agreement, shall earn sick leave credits at the rate of one (1) **eight (8) hour** day per month.

Sick leave credits for all other employees shall be calculated as follows:

$$\frac{\text{Number of hours eligible for entitlement}}{\text{Full prescribed hours per month}} \times 8 = \text{Sick Leave Credits per month}$$

Note: Hours eligible for entitlement shall mean all regular hours worked, hours of paid vacation, hours of paid sick leave, hours of paid holiday pay and hours of any other paid leave.

23.3 Maximum Accumulation

Accumulation of sick leave credits shall be allowed to a maximum of **ninety-six hours**.

23.4 Doctor's Certificate

At the request of the Employer, a doctor's certificate may be required for any period of sick leave, **including leave for attendance to family provided in Article 23.10**. The cost, if any, shall be paid by the Employer.

23.5 Post Sick Leave Credits

In May of each year, the Employer shall post a list of sick leave credits with the seniority list as of March 31 of the current year and forward a copy to the Secretary of the Union. Upon proof of error, the Employer shall amend the error.

23.6 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits of all regular working hours absent for sick leave.

23.7 Notification of Illness

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

23.8 Long Term Disability

The Employer will continue to provide all eligible employees with Long Term Disability Insurance in accordance with present policies for the life of this Agreement.

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

23.9 Notice of Return to Work

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

23.10 Medical, Dental and Optical Appointments

Any Employer approved absence from regularly scheduled work time for medical, dental, or optical appointments for the employee, **or any employer approved absence from regularly scheduled work time for illness or medical, dental, or optical appointment for children, parents, or spouse**, to a maximum of **five (5)** days shall be charged against the employee's sick leave entitlement.

Employees shall make every effort to schedule such appointments outside of their regular work hours.

ARTICLE 24 – BEREAVEMENT LEAVE

24.1 Bereavement Leave

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

Bereavement leave with pay of up to three (3) working days in duration shall be granted to a full-time or part-time employee upon the death of their **fiancé**, sister, brother, grandparent, grandparent-in-law, son-in-law, daughter-in-law, **mother-in-law, father-in-law**, sister-in-law or brother-in-law. These shall include common-law relationships.

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

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

24.2 Compassionate Care Leave

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

ARTICLE 25 – BULLETIN BOARDS

25.1 Bulletin Boards

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

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.1 Technological Change

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

ARTICLE 27 – NO DISCRIMINATION

27.1 Human Rights

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

27.2 Domestic Violence

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

27.3 Union Membership or Activity

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

27.4 Occupational Health and Safety

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

27.5 Participation in the Armed Forces

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

27.6 Employee, Supervisor or Manager

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

ARTICLE 28 – EMPLOYEE PERFORMANCE REVIEW

28.1 Employee Performance Review

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

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

28.2 Personnel Record

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

ARTICLE 29 – RETIREMENT AGE

29.1 Retirement Age

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

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

ARTICLE 30 – BENEFITS

30.1 Employee Assistance Plan

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

30.2 Pension Plan

The Employer agrees to institute a Pension Plan effective October 1, 1997 with a four percent (4%) contribution from employees and a four percent (4%) matching Employer contribution. The Plan would be, or would be similar to, the SARC Plan.

30.3 Benefit and Pension Plans

The Employer agrees to continue the current SARC benefit (Basic Life, Accidental Death and Dismemberment, LTD and Dental) Enhanced Healthcare and Vision Plan and pension plans, subject to the terms of the plans, for eligible full-time, part-time and casual Employees.

The Employer shall pay the premiums for the following:

- Basic Life
- Accidental Death and Dismemberment
- Dental
- Enhanced Healthcare and Vision Plan

The Employee shall pay the premiums for the LTD Plan.

An Employee approved to take a leave of absence under Article 17.1 may continue to participate in the benefit plans as per the plan text.

ARTICLE 31 – DURATION OF AGREEMENT

31.1 Duration

This Agreement, except for Schedule 'A', will become effective on April 1, 2018 and shall continue in effect until March 31, 2022 and automatically from year to year thereafter unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one-hundred and twenty (120) days prior to the expiry date of this Agreement.

31.2 Negotiation of Wages and Benefits

Notwithstanding the provisions of Article 31.1 above, this Agreement may be opened for the negotiation of Schedule of Wages as contained in Schedule 'A' and benefits in the event the funding agency grants an increase in funding for wages or benefits to the Employer. Either party intending to enter into such negotiation of wages and benefits shall be required to serve the other party written notice of intent. It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect. Any negotiated wage and benefits increase pursuant to Article 30.3 shall not exceed the amount of funding increase received from the funding agency.

SCHEDULE 'A'

SCHEDULE OF WAGES

EFFECTIVE JANUARY 1, 2019

Increment Periods of Hours	0 to 1040	1041 to 3120	3121 to 5200	5201 +
Direct Support Professional	\$17.18	\$18.33	\$18.92	\$19.50
Supportive Independent Living Program	\$18.63	\$19.76	\$20.32	\$20.85

SIGNING PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THIS AGREEMENT TO BE EXECUTED THIS

4th DAY OF JUNE, A.D. 2019.

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3364

Taney Goodman
Joanne Low
Angie Pawlusi
Jina

SIGNED ON BEHALF OF:

THE MACKENZIE SOCIETY
VENTURES INC.

M. Pasichuk
Joan Seeger

LETTER OF UNDERSTANDING

between

**THE MACKENZIE SOCIETY VENTURES INC.
(THE EMPLOYER)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3364
(THE UNION)**

RE: EXCHANGE OF SHIFTS BETWEEN EMPLOYEES

The parties thereby agree via this Letter of Understanding to amend Article 20.9 of the Collective Agreement to read the following:

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

Either party may terminate this Letter of Understanding by providing thirty (30) days written notice. Should this occur, then both parties agree to revert back to the current language in the Collective Agreement.

Signed this 4th DAY OF JUNE, A.D. 2019.

SIGNED ON BEHALF OF:

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3364

Tacey Goodman
Jeanne Lowe

SIGNED ON BEHALF OF:

THE MACKENZIE SOCIETY
VENTURES INC.

S. Pasiechnik
Joan Seopus

LETTER OF UNDERSTANDING

between

**THE MACKENZIE SOCIETY VENTURES INC.
(THE EMPLOYER)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3364
(THE UNION)**

RE: TRANSITION TO BI-WEEKLY PAYROLL CYCLE

The parties agree that wages shall be paid on a bi-weekly payroll cycle. Payments will be made every second Friday. Pay periods will follow the four-week rotation and start on Monday of week one and end on Sunday of week two, then followed by Monday of week three and end on Sunday of week four. Deductions will be adjusted within the first two bi-weekly pay cycles.

Where pay day falls on a statutory holiday, employees will be paid the preceding work day.

All monthly pay allowances and leave entitlements provided within the current terms of the collective agreement will be converted to a bi-weekly entitlement. Employee vacation will be paid in accordance with Article 19.1.

The first bi-weekly pay cycle will be July 1-14, 2019.

Signed this 14th DAY OF JUNE, A.D. 2019.

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3364**

Tracy Grodzman
Joanne Leung

SIGNED ON BEHALF OF:

**THE MACKENZIE SOCIETY
VENTURES INC.**

L. Pasicknick
Jan Segers

LETTER OF UNDERSTANDING

BETWEEN

MACKENZIE SOCIETY VENTURES INC

(THE EMPLOYER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3364

(THE UNION)

Re: Applying to be put on the casual list

The parties thereby agree via this Letter of Understanding that employees may apply to the Executive Director/designate to be orientated and added to a casual list at a facility other than their current facility.

Either party may terminate this Letter of Understanding by providing thirty (30) days written notice.

Signed this 4th day of June, A.D., 2019

SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3364

Tarey Goodsmann
Jeanne Law
Angie Pawlch

SIGNED ON BEHALF OF:
THE MACKENZIE SOCIETY
VENTURES INC.

M. Pasicki
Jean Segura
