

**AUPE/St. Paul Abilities Network Society
Highlights of Tentative Agreement
January 29, 2024**

Wages and Premiums

Term of Agreement

- September 26, 2022 – September 30, 2024

Wages

- PDD, CSS Funded (CDSW, CDSW Complex Needs, Team Leader (Caregiver and Non-Caregiver), Team Leader Complex Needs, Programmer, Administrative Assistant PDD, CDSW (Non-Caregiver), Outcome Facilitator, Supports For Community Living)

January – March 2023 – **10% lump sum for all paid hours.**

April 1, 2023 – **10% wage increase to the wage scale.**

- AHS Funded (Health Care Aide, HCA Team Leader, CDSW Home 4)

September 26, 2022 – **2% wage increase to the wage scale.**

- Social Enterprises (DAC CDSW, DAC Production Worker, Next to New Production Worker, Next to New Manager, Maintenance Worker, Maintenance Production Worker, Finance/Payroll Assistant)

September 26, 2022 – **2% wage increase to the wage scale.**

Retroactive Pay

- Retroactive pay for the period of September 22, 2022 to March 31, 2023, and PDD Lump Sum for the period January to March 2023 – paid on March 10, 2024.
- Retroactive pay for the period of April 2023 to the date of ratification will be paid as follows:

April 2023 to June 2023 - paid on April 10, 2024

July 2023 to September 2023 – paid on May 10, 2024

October 2023 to December 2023 - paid on June 10, 2024

January 2024 to date of ratification - paid on July 10, 2024

- Employees who worked after September 22, 2022 but terminated their employment prior to the ratification of this collective agreement, will be eligible to receive retroactive pay.

New Wage Scale

- The parties have negotiated a new wage scale to ensure wage equality for all employees. Some employees who are currently earning more than the highest step on the wage scale will have their wages red-circled until the wage scale catches up with their current rate of pay.
- Effective the date of ratification, employees who are not red-circled will be placed on the wage scale for their current position on the step which is the next highest than their current rate of pay. If your current rate of pay matches a step on the new wage scale, you will be placed on that step.
- Following that process, the wage scale will be increased by the negotiated amount.

Recognition of Previous Experience

- Within 90 calendar days of ratification, each employee will have their rate of pay reviewed to ensure it aligns with the wage progression formula as outlined in Article 19.04. This will ensure that your rate of pay reflects how long you've worked for the employer (to the maximum Step 4).

Progression through the Wage Scale (Increments)

- Caregivers will receive an increment after 2080 hours paid.
- Non-caregivers will receive an increment after 1680 hours paid.

Overtime

- Caregivers: overtime is paid after 12 hours per work day and 264 hours per month.
- Non-caregivers: overtime is paid after 8 hours per work day or 40 hours per week.
- All overtime is paid at the rate of 1.5 times the basic rate of pay

On-Call

- \$3 per hour for on-call scheduled on regularly scheduled days of work.
- \$4.00 per hour for on call on scheduled days of rest and named holidays.
- Limits on how often you can be scheduled on call.

Call-back

- Call-back while scheduled to be on-call shall be paid for all time worked at the overtime rate for a minimum of three hours or time worked, whichever is greater.
- Call-back on a named holiday is paid at 2.5 times the basic rate of pay for a minimum of two hours or the actual hours worked, whichever is greater.

Responsibility Pay

- Employees providing coverage for a Team Leader shall be paid an additional 20% premium of their basic rate of pay.

Use of Personal Vehicles

- \$0.55 per kilometre for employees who are required or agree to use their personal vehicle for employer business. If the price of gas increases above \$1.50 per litre at the time of travel, the rate of reimbursement shall be increased to \$0.66 per kilometre.
- If using your personal vehicle for SPAN business, the cost of business use insurance will be reimbursed.
- Reimbursement for damage to your personal property and vehicle caused by an individual in the course of your duties.

Leaves

Bereavement Leave

- 3 consecutive working days
- Up to two additional days if travel exceeds 300 kilometers one way.
- There may also be an extra 2 additional unpaid days where extenuating circumstances warrant.

Personal Wellness Leave

- 3 paid days per calendar year for full time employees.

Family Illness Leave

- 2 paid days per calendar year for the purpose of attending to illness injury or traumatic event in the employee's immediate family.
- An additional 2 days may be approved by the employer.

Domestic Violence Leave

- Up to 10 days in a calendar year without pay or the employee may access banks such as Sick Leave or Personal Leave.

Named Holidays

- 13 Named Holidays including the addition of the National Day For Truth and Reconciliation.

Vacation

- During the first year to 2 full years of employment = 10 working days
- During the 3rd to 5 full years of employment = 15 working days
- During the 6th to 9 full years of employment = 20 working days
- During the 10th to 14 years of full employment = 25 working days
- During the 15th year and more = 30 working days

- Vacation selection process which occurs in February of each year.
- The ability to carry over 5 days' vacation leave from one year to the next.

Sick Leave

- Employees will earn one working day for each full month of employment to a maximum of 12 days per year.
- The full length of your scheduled shift will be paid by sick leave excluding sleep shifts.
- The employer will pay for any sick leave notes they require.

Scheduling and Hours of Work

Schedules

- Schedules will be posted a minimum of 28 days in advance.
- Article 17.03 outlines rules for scheduling such as the number of hours you must be scheduled off-duty between shifts, the number of consecutive scheduled days of work, the number of rest days required, and the number of weekends scheduled per month.
- Penalties for schedule changes and cancellations with less than seven calendar days' notice.
- Provisions for picking up extra shifts, shift exchange, and shift giveaways.
- Provisions for payment for out-of-town trips with individuals, keeping in mind Occupational Health and Safety laws.
- Flexible scheduling provisions for Non-Caregivers.

Hours of Work

- Minimum hours for full time employees are established in all job categories.
- Clear definition of awake hours, sleep hours, and a 24 hour shift for Caregivers.
- Following ratification, the employer will confirm to each employee their status (full time, part time, or casual) and their minimum hours of work as per the collective agreement. Employees who disagree with the information provided by the employer will have 14 calendar days to advise the employer and will have the ability to file a grievance if they still disagree after meeting with the employer.

Pension and Benefits

Benefits

- Benefit plan is maintained the same as what you currently have (the Employer proposed a roll-back on benefits).
- Cost-sharing maintained as current.

Pension

- Pension plan provisions are maintained as current.
- Employees will be automatically advanced to the next accrual rate upon their anniversary date.

Other

- The right to union representation if you're being investigated or disciplined by the employer.
- Discipline will be removed from your file after 18 months.
- Grievance procedure in the event you disagree with a decision made by your employer.
- A layoff and recall process.
- Probationary period of 3 months for new employees, with the ability to extend for another three months.
- Union Management Advisory Committee (UMAC) wherein union members have the opportunity to meet with management in a formal setting to discuss concerns in the workplace.
- New hires will be provided with an orientation.
- Employees who are being asked to work at 24 Hour Staff Residence or Site which they've never worked at will receive an orientation to that location prior to having to work there.
- Provisions for the job posting and selection process including the criteria for deciding who is the successful applicant on a job.

- Provisions for involuntary and voluntary transfers between 24 Hour Staff Residences or Sites.
- Overpayment and underpayment language in the event the employer makes a mistake on your payroll. If they underpay you, they will fix the payment within three working days and will issue an off-cycle cheque.
- Provisions for the reclassification of jobs and the process for the employer to introduce a new classification to the collective agreement.
- Occupational health and safety provisions.