

**CANADIAN
MENTAL HEALTH
ASSOCIATION
PRINCE ALBERT
BRANCH INC.**

**April 1, 2008 –
March 31, 2012**

COLLECTIVE AGREEMENT

SGEU

Collective Bargaining Agreement

between

Saskatchewan Government And
General Employees' Union

and

Canadian Mental Health Association
Prince Albert Branch, Inc.

April 1, 2008 to March 31, 2012

PREAMBLE

ARTICLES OF AN AGREEMENT made in duplicate this 29th day of November, A.D. 2010,

BETWEEN

THE CANADIAN MENTAL HEALTH ASSOCIATION, PRINCE ALBERT BRANCH, INC., hereinafter referred to as "the Employer",

PARTY OF THE FIRST PART;

AND

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, hereinafter referred to as "the Union",

PARTY OF THE SECOND PART.

TABLE OF CONTENTS

PREAMBLE	A
ARTICLE 1 PURPOSE	1
ARTICLE 2 INTERPRETATION	1
ARTICLE 3 SCOPE	2
ARTICLE 4 UNION SECURITY	3
4.01 Recognition.....	3
4.02 Work of the Bargaining Unit.....	3
4.03 No Contracting Out.....	3
4.04 Non Discrimination.....	3
4.05 Refusal To Cross Picket Lines.....	3
4.06 Union Membership.....	4
4.07 Check-Off for Full-Time, Part-Time, Temporary, Casual or Applicable Grant..	4
4.08 Monthly Statement.....	4
4.09 Income Tax (T-4) Slips	4
4.10 New Employees.....	4
4.11 Temporary Out-of-Scope Appointment.....	5
4.12 Right of Representation	5
4.13 Bulletin Boards.....	5
ARTICLE 5 GRIEVANCE PROCEDURE	5
5.00 Definition of Grievance.....	5
5.01 Stewards	6
5.02 Names of Stewards.....	6
5.03 Permission to Leave Work	6
5.04 Procedure.....	6
5.04.1 <i>Step 1 – Filing a Grievance</i>	6
5.04.2 <i>Special Measures</i>	8
5.05 Deviation from Grievance Procedure	8
5.06 Failure to Act Within Time Limits.....	8
5.07 Technical Objections to Grievances.....	8
5.08 Changes to the Agreement	8
5.09 Access to Grievance Information from Employer	8
ARTICLE 6 ARBITRATION	8
6.00 Selection of an Arbitrator.....	8
6.01 Procedure of an Arbitration Board.....	9
6.02 Decision of the Arbitrator.....	9
6.03 Expenses of the Arbitrator.....	9
6.04 Mediation.....	10
6.04.1 <i>Role of the Mediator</i>	10

6.04.2	<i>Rules Applicable to Grievance Mediation</i>	10
6.04.3	<i>Grievance Mediation Process</i>	10
ARTICLE 7 DISCIPLINE, SUSPENSION, DISMISSAL		11
7.01	Disciplinary Progression	11
7.02	Disciplinary Action	11
7.03	Burden of Proof	12
7.04	Personnel Records	12
7.05	Verbal Reprimand.....	12
7.06	Letter of Reprimand.....	12
7.07	Suspension.....	13
7.08	Dismissal	13
7.09	Reinstatement of Rights	13
7.10	Right to Refuse Unsafe Work	13
7.11	No Discipline.....	14
7.12	Steps to Refuse Work.....	14
7.13	No Loss of Pay	14
7.14	Involuntary Demotion.....	14
7.15	Justice and Dignity.....	14
ARTICLE 8 SENIORITY		15
8.01	Definition.....	15
8.02	Seniority Lists	15
8.03	Maintenance and Accrual	15
8.04	Maintenance of Seniority	15
8.05	Loss of Seniority	16
ARTICLE 9 APPOINTMENTS, STAFF CHANGES AND HIRING PROCESS		16
9.01	Job Postings	16
9.02	Information in Posting	16
9.03	Outside Advertising.....	17
9.04	Qualifying for Positions	17
9.05	Probationary Periods	17
9.06	Appointment of Senior Qualified Applicant	18
9.07	Assessment While on Probation	18
9.08	Notification of Successful Competition.....	19
9.09	Role of the Union	19
9.10	Initial Trial Period.....	20
9.11	On Reclassification	20
9.12	Completion of Probationary Periods	20
ARTICLE 10 JOB SECURITY		20
10.01	Present Conditions and Benefits.....	20
ARTICLE 11 LAY-OFFS AND RECALLS		21
11.01	Definition of Lay-Off	21
11.02	Role of Seniority in Lay-Offs	21

11.03	Notice of Position Abolishment	21
11.04	Options of Permanent Employees Who Have Received Notice of Position Abolishment.....	21
11.05	Time to Adjust in New Position	21
11.06	Re-employment	22
11.07	Recall Procedure	22
11.08	Severance Pay	23
11.09	Employer Amalgamation.....	23
11.10	No New Employees	23
11.11	Advance Notice of Lay-Off	23
11.12	Maintenance of Benefits - Lay-Off	23
ARTICLE 12 HOURS OF WORK.....		24
ARTICLE 13 OVERTIME		24
13.01	Definition.....	24
13.02	Compensation for Overtime.....	25
13.03	All Employees	25
13.04	Extended Hours	25
13.05	Call-Back	25
13.06	On-Call Premium	26
13.07	Conference and Educationals.....	26
13.08	Differential for Camps and Tours	26
ARTICLE 14 DESIGNATED HOLIDAYS		26
14.01	Designated Holidays.....	26
14.02	Working on a Holiday.....	26
ARTICLE 15 VACATIONS.....		26
15.01	Definition.....	26
15.03	Vacation Benefits.....	27
15.04	Carry Over of Vacation	28
15.05	Vacation Schedules	28
15.06	Vacation Pay on Separation	29
15.07	Unbroken Vacation	29
15.08	Vacation Schedule.....	29
15.09	Posting Vacation Schedule.....	29
15.10	Canceling of Approved Vacation Leave.....	29
15.11	Vacation Leave Records.....	29
15.12	Vacation Entitlement on Re-Employment	30
ARTICLE 16 SICK LEAVE		30
16.01	Definition.....	30
16.02	Annual Paid Sick Leave.....	30
16.03	Accumulation of Annual Paid Sick Leave	30
16.04	Deductions From Sick Leave	30
16.05	Proof of Illness	30
16.06	Sick Leave During Leave of Absence	31

16.07 Sick Leave Records.....	31
16.08 Leave of Absence While Sick	31
16.09 Sick Leave for Part-Time Employees.....	31
16.10 Mental Health Leave.....	31
16.10.1 <i>Permanent Employee's</i>	31
16.10.2 <i>Non-Permanent Employee's</i>	31
16.11 Recognition of Social Illness.....	32
ARTICLE 17 LEAVE OF ABSENCE.....	32
17.01 Leave of Absence for Full-Time Union Duties.....	32
17.02 Medical Care Leave.....	32
17.03 Bereavement Leave.....	32
17.04 Pressing Necessity	32
17.05 Maternity, Adoption, Parental Leave.....	33
17.05.1 <i>Maternity Leave – Adoption Leave</i>	33
17.05.4 <i>Parental Leave</i>	34
17.05.6 <i>Maternity – Adoption - Parental Leave Top-up</i>	34
17.06 Seniority Status During Maternity Leave.....	34
17.07 Jury Duty and Court Witness	35
17.08 Child Care Leave.....	35
17.09 Seniority Accumulation on Leave of Absence.....	35
17.10 Education Leave.....	35
17.11 Leave Without Pay for Union Business.....	36
17.12 General Leave	36
17.13 Long Term Disability or W.C.B. Leave.....	36
17.14 Non-Discrimination	37
17.15 Caregiving Leave.....	37
17.16 Compassionate Care Family Leave.....	37
17.17 Maintenance of Insured Benefits During General Leave	37
17.18 Leave of Absence for Union Business	37
17.18.1 <i>With Pay</i>	37
17.18.2 <i>Union to Reimburse the Employer</i>	38
17.18.3 <i>Reinstatement from Paid Union Leave</i>	39
ARTICLE 18 PAY ADMINISTRATION.....	39
18.02 Equal Pay for Similar Work.....	39
18.03 Increments.....	39
18.04 Hiring Rates.....	40
18.05 Pay Periods	40
18.06 Statement of Earnings	40
18.07 Changes in Pay Range.....	40
18.08 Calculation of Sick Leave and Vacation.....	40
18.09 Promotion	40
18.10 Temporary Performance of Higher Duties	41
ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION.....	41
19.01 Maintaining a Classification Plan	41

19.02	Classification Shall Be Submitted to the Union	41
19.03	Manual of Class Specifications	41
19.04	Changes in Classification	41
19.05	Reclassified Positions.....	42
19.06	Time Period to Qualify	42
19.07	Disputes.....	43
19.08	Reclassification Appeal.....	43
19.08.1	<i>Authority of the Adjudicator</i>	43
19.08.2	<i>Leave for Proceedings</i>	44
19.08.3	<i>Procedures of the Appeal</i>	44
19.08.4	<i>Costs</i>	44
ARTICLE 20	EMPLOYEE BENEFITS	45
20.01	Workers' Compensation Pay Supplement	45
20.02	Personal Property Loss	45
20.03	Pension Plan.....	45
20.04	SGEU Long Term Disability Plan.....	46
20.05	SGEU Group Life and Accidental Death and Dismemberment Plan.....	46
20.06	SGEU Extended Health and Vision Care Plan	46
20.07	SGEU Dental Plan	46
20.08	Employee and Family Assistance Plan (EFAP)	46
20.09	Legal Costs.....	46
ARTICLE 21	TRAVEL AND ALLOWANCES	47
21.01	Use of Employee Vehicle.....	47
ARTICLE 22	SAFETY AND HEALTH.....	47
22.02	Meetings	47
22.03	No Discipline.....	47
22.04	First Aid	48
22.05	Health and Safety Orientation and Instruction	48
22.06	Protective Clothing and Equipment.....	48
22.07	Working Alone	48
22.08	Occupational Health Committees	48
22.10	Committee Minutes.....	49
22.11	Workplace Inspections.....	49
22.12	Committee Investigations	49
22.13	Occupational Health Committee Training	49
22.14	Video Display Terminals	49
22.15	Provision of Information	49
22.16	Harassment Policy.....	50
ARTICLE 23	TECHNOLOGICAL CHANGE	50
23.02	Introduction of Technological Change	50
23.03	Training.....	50
ARTICLE 24	TERM OF AGREEMENT	50

24.01 Duration	50
24.02 Changes in Agreement	51
24.03 Notice of Changes	51
24.04 Retroactivity	51
24.05 Wage Re-opener	51
SCHEDULE A	52
SIGNING PAGE	53
APPENDIX 1	54
APPENDIX 2	55
APPENDIX 4	56
APPENDIX 5	57
APPENDIX 6	58

ARTICLE 1 PURPOSE

WHEREAS, it is the desire of both parties of this Agreement:

- (a) To maintain and improve harmonious relations between the employer and the employees.
- (b) To promote co-operation and understanding between the employer and the employees.
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- (d) To encourage efficiency and safety in operations.
- (e) To provide a high quality of service to the public.
- (f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS, it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

ARTICLE 2 INTERPRETATION

In the Agreement, unless the context otherwise requires, the expression:

Union means the Saskatchewan Government and General Employees' Union representing *the* employees of The Canadian Mental Health Association, *Prince Albert Inc.*

The **Employer** or **Association** means the The Canadian Mental Health Association, *Prince Albert Branch, Inc.*

Employee or **Employees** means a person to which the terms of this Agreement apply as indicated in Article 3.

In the absence of a Program Director or designated branch board member, assume **Executive Director**.

Pay Plan means the scale of wages as contained in Schedule `A' and the rules governing its application as contained in Articles 18 and 19.

Promotion means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.

Demotion is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.

Transfer means the movement of an employee from one position to another in the same or different class with the same maximum salary.

Plural or Masculine/Feminine Terms May Apply: Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.

Permanent Employee means an employee who has completed a probationary period on initial appointment.

Permanent Part-Time means an employee who works less than full time either daily, weekly or monthly, but reports for work on a regularly scheduled basis.

Temporary means a full-time **or part-time** position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. The period of time may be extended by mutual agreement *between the Union and the Employer*.

Casual means a person engaged to perform work of a casual or emergent nature. **A casual may be called in to cover an absence when necessary. If the Employer requires a casual for any other reason, the Employer and Union must mutually agree to the requirements and necessity for such an employee prior to the casual being called in.**

Term means a position of a short nature, with a specific work assignment. *The tenure of employment is limited to a defined period of time with a specific start and end date. Details must be outlined in the letter of offer. The parties may agree to extend the duration of the position as required.*

Employees Hired on a Grant refers to term employees hired for specific projects on grant funding. Conditions of employment for employees hired on a grant are set out in Appendix 2.

Position Classification Plan means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.

Class means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.

Spouse refers to the significant partner to whom the employee is married or *in a common-law relationship*.

ARTICLE 3 SCOPE

- 3.01 The terms of this Agreement shall apply to all Branch employees of the Canadian Mental Health Association *Prince Albert Branch Inc.* excluding the following:
- 3.02 Program Director, *Executive Director* criteria for determining scope status shall be as outlined in the Trade Union Act.

3.03 *Criteria for determining scope status shall be as outlined in the Trade Union Act.*

ARTICLE 4 UNION SECURITY

4.01 Recognition

The employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.02. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer or any differences that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the employer's representative without the proper authorization of the Union. The Union will supply the employer's representative with the name of its officers. The employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

4.02 Work of the Bargaining Unit

Except in the cases mutually agreed upon by the parties, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

4.03 No Contracting Out

Nothing in this Agreement shall prevent the Employer from contracting out work from time to time as it shall be deemed necessary, provided that the Employer shall not contract out work ordinarily performed by members of the bargaining unit. *Prior to contracting out the Employer will advise the Union of intentions and rationale to support the request for contracting out. The Employer and Union shall reach a mutual agreement prior to any contracting out of work.*

4.04 Non Discrimination

There shall be no discrimination by reason of age, sex, *disability*, political activity, religious affiliation, marital status, *family status*, *creed*, sexual orientation, nationality, ancestry, racial origin, *colour*, *physical size or weight*, nor by reason of membership or activity in the Union.

4.05 Refusal To Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

4.06 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of 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 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 his 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.

4.07 Check-Off for Full-Time, Part-Time, Temporary, Casual or Applicable Grant

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the Chief Executive Officer of the Union prior to the tenth day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

4.08 Monthly Statement

A monthly statement shall also be forwarded to the Chief Executive Officer showing names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

4.09 Income Tax (T-4) Slips

At the same time that Income Tax (T-4) slips are made available, the employer shall type the amount of union dues paid by each union member on their T-4 slip.

4.10 New Employees

The employer agrees to acquaint new employees with the fact that a collective agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.

A representative of the Union shall be given a reasonable period of time during working hours or upon hire, to acquaint new members with the benefits and duties of union membership and of signing dues deduction authorization cards, etc.

Upon the request of the Union, the Employer will ensure that new employees sign appropriate Union cards and forward them to the office of the Union.

4.11 Temporary Out-of-Scope Appointment

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent except in cases of emergency.

4.12 Right of Representation

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government Employees' Union when dealing or negotiating with the employer. A representative shall have access to the employees, during working hours, in order to investigate and assist in settling any grievances.

4.13 Bulletin Boards

The employer shall make available to the Union a bulletin board in each workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees. *The elected Union representatives shall manage the inclusion or exclusion of posted information.*

4.14 Employees shall be informed in writing of motions, resolutions, bylaws, rules and regulations adopted by The Canadian Mental Health Association, *Prince Albert Branch, Inc.* which relate to the working conditions, staff, or matters covered by this Agreement.

4.15 The Union shall be given a maximum of six (6) hours per year [no more than four (4) hours in any one (1) day] to conduct informational meetings during regular working hours, subject to approval of the local *Executive Director*.

ARTICLE 5 GRIEVANCE PROCEDURE

5.00 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- (a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees;*
- (b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.*
- (c) There are three (3) types of grievances:*
 - *Individual*
 - *Group*
 - *Policy*

5.01 Stewards

The employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure.

5.02 Names of Stewards

The Union shall notify the employer's representative(s) in writing of the name of each steward.

5.03 Permission to Leave Work

- (a) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.
- (b) The employer agrees that a steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.

5.04 Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Executive Director or designate.

Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

The 32 calendar day period for initiating a grievance will commence after this meeting.

5.04.1 Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Administrative Agreement Advisor on behalf of the aggrieved to the Executive Director or designate within thirty-two (32) calendar days of failure of resolution at the local level.

The Executive Director shall render a written decision to the SGEU Administrative Agreement Advisor with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.

Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Administrative Agreement Advisor within thirty-two (32) calendar days may request a meeting with the Executive Director or Designate. The meeting shall be scheduled within thirty-two (32) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward if available, the SGEU Administrative Agreement Advisor and the employer representative(s).

The meeting will:

- attempt to ascertain the facts and negotiate a resolution;*
- if possible, agree to a joint statement of facts;*
- based on the meeting the SGEU Administrative Agreement Advisor and the Executive Director or Designate may agree in writing to mediate the dispute.*

If settlement is not reached at Step 2, the Executive Director shall render the decision in writing within sixteen (16) calendar days of the meeting.

Step 3 – Arbitration or Mediation

If settlement is not reached at Step 2, the SGEU Administrative Agreement Advisor within twenty-eight (28) calendar days may apply for Arbitration.

OR

If settlement is not reached at Step 2, the SGEU Administrative Agreement Advisor within 28 days (28) calendar days may apply for Mediation.

The time limits above may be extended by mutual agreement between the parties.

The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

5.04.2 Special Measures

- (a) *Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.*
- (b) *Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.*

5.05 Deviation from Grievance Procedure

After a grievance has proceeded to Step One by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

5.06 Failure to Act Within Time Limits

If the initiator of the grievance fails to follow the time limits and procedure, the grievance shall be deemed to have been withdrawn. Where the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step. However, the time limits may be extended by mutual agreement between parties.

5.07 Technical Objections to Grievances

It is not the intention of the employer or the Union to evade the settlement of grievances on a procedural technicality, however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.

5.08 Changes to the Agreement

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.

5.09 Access to Grievance Information from Employer

The employer agrees to provide to the *Union or Steward* relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

ARTICLE 6 ARBITRATION

6.00 Selection of an Arbitrator

The arbitrator will be selected on a rotational basis from a list of at least two individuals. The list shall be established by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act.

6.01 *Procedure of an Arbitration Board*

The arbitrator shall fix a time and place of sittings, after consultation with the parties.

The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

In the event that an employee is called as a witness in an arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- a) if called by the Employer, leave without loss of pay and expenses paid by the Employer*
- b) if called by the Union, leave in accordance with Article 17.11, and expenses paid by the Union*
- c) if called by the arbitrator, the parties shall share equally the costs.*

6.02 *Decision of the Arbitrator*

The arbitrator shall render a decision within 30 days of the end of the hearings.

The decision shall be final, binding and enforceable on all parties.

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision

6.03 *Expenses of the Arbitrator*

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

6.04 Mediation

The Union and the Employer agree the best resolution to disagreements or disputes is a solution worked out between the parties.

It is agreed that the parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.

6.04.1 Role of the Mediator

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance

6.04.2 Rules Applicable to Grievance Mediation

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance. Anything said or done at mediation will not be used against either the Employer, employee or the Union at any subsequent arbitration.

At any subsequent arbitration board hearing, or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness. No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

Parties to the mediation will have the authority to conclude a settlement at mediation.

6.04.3 Grievance Mediation Process

The mediator will provide an introduction of the mediation process, e.g., concept, ground rules, process and questions.

The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, and meeting as a group or individually with the mediator.

If a settlement can be reached, the terms of the settlement will be put in writing, and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may shut down the mediation process if it appears resolution is unlikely.

ARTICLE 7 DISCIPLINE, SUSPENSION, DISMISSAL

Both parties agree that every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to employee performance prior to the initiation of disciplinary action.

The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure

In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place as follows:

7.01 Disciplinary Progression

The Employer agrees to follow the principles of progressive discipline.

Failure to comply with the Employer's policies, procedures, and regulations may result in one of the following actions being taken by the Employer, depending on the severity of the offence:

- Verbal reprimand*
- Written reprimand*
- Suspension*
- Termination of employment.*

Any employee may be dismissed or suspended but only for just cause and only upon the authority of the Employer. In the event the Employer initiates a disciplinary action against an employee the following procedure shall be followed:

7.02 Disciplinary Action

In recognition of the importance, by both the Employer and the Union, to have Union representation available to employees when the Employer intends to meet with an employee for disciplinary purposes, Union representation shall be requested of the Union. A reasonable amount of time shall be given for the Union to provide such representation. After a reasonable amount of time, Disciplinary action may be taken in the absence of Union representation; such action will be open to a review by the Union as per 5.04.

7.03 *Burden of Proof*

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer.

7.04 *Personnel Records*

Employees shall have the right at any time to have access to and review/copy their personnel record. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of an employee's record. No evidence from the employee's record may be introduced as evidence in any hearings of which the employee was not aware at the time material was placed in his or her file. Employees shall have the right to make copies of any material contained in their personnel record. Employees may designate in writing a Union Representative the authority to view/copy their personnel record.

The Executive Director or designate will be present with the Employee, Employer or Union Representative during viewing of the file.

Records of disciplinary action on an employee's personnel file shall be removed from the file after 24 months, unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period. When such documents are removed, they shall be returned to the employee or to the union.

Any reprimands shall be conducted in the Employer's office.

7.05 *Verbal Reprimand*

The Director will verbally outline to the employee any reasons for the reprimand, how she should correct her work and what will happen if her misconduct continues. As a point of process, the event of the verbal reprimand will be noted in the employee's file.

Every effort shall be made to have a steward or union staff representative be present as an advocate as per Article 7.02.

7.06 *Letter of Reprimand*

If the employee displays no positive response to the verbal reprimand, the Director shall reprimand that employee by means of a letter of reprimand to the employee within 60 days attendance in the workplace after the delivery of the verbal reprimand. A copy shall be sent concurrently to the Union office. Such letters shall become part of the employee's record.

7.07 Suspension

The employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the Union. The suspension will be with pay pending an investigation.

7.08 Dismissal

Dismissal shall be effected by the Executive Director or her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause. Any employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

- one week if without seniority*
- four weeks if permanent but less than five years service*
- six weeks if five years service but less than 10 years*
- eight weeks for employees with 10 or more years of service.*

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave due an employee shall not be used as any part of the period of notice above.

A copy of the dismissal notice shall be sent concurrently to the Union office.

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

Every effort shall be made to have a steward or union staff representative be present as an advocate as per Article 7.02.

7.09 Reinstatement of Rights

An employee who has been unjustly suspended, demoted or dismissed, shall under this Article, upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion and dismissal, plus any damages to reputation, pain or suffering.

7.10 Right to Refuse Unsafe Work

Members have the legal right to refuse unsafe work under the Occupational Health and Safety Act when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

7.11 *No Discipline*

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned until the Occupational Health Committee is satisfied with safety modifications.

7.12 *Steps to Refuse Work*

- 1. If you believe that a dangerous situation may exist at work, you have the right to refuse work.*
- 2. Notify your supervisor or Employer about your concerns, and refuse to perform the unsafe work.*
- 3. The Employer must remedy the situation and/or inform the Occupational Health Committee. The Committee must investigate and advise you of the decision.*
- 4. If you believe the remediation is not to your satisfaction, you may refuse unsafe work. The government Occupation Health Officer must be notified.*
- 5. The Officer must investigate your concerns and to make recommendations. A written report must be given to you, and the Employer.*

Workers cannot be discriminated against for complying with the legislation, Occupation Health and Safety Act.

You have the legal right to a healthy and safe workplace.

7.13 *No Loss of Pay*

No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

7.14 *Involuntary Demotion*

Thirty calendar days notice shall be given to an employee who is to be demoted involuntarily. Such notice shall be given to the employee in writing and shall set out in detail the reasons. A copy of this notice shall be supplied concurrently to the Union.

7.15 *Justice and Dignity*

An employee whom an Employer reprimands, fails to appoint, demotes, suspends or whom it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, suspension, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process.

An employee may be removed from active work without pay where the alleged cause for suspension presents a danger to the safety of others or equipment or where the employee significantly disrupts the programs of the Employer. An employee may be discharged for just cause without pay.

ARTICLE 8 SENIORITY

8.01 Definition

The seniority of an employee is defined as the length of service with the Employer.

Seniority for part-time staff will be based upon hours of work.

8.02 Seniority Lists

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the employer, or in the case of part-time employees, the number of hours worked.

The Employer and Union jointly shall prepare and post the seniority list by January 30th of each year. The seniority list shall remain posted on the bulletin board for the balance of the year. A copy of the seniority list will also be provided to the Union.

Employees will be allowed to challenge the accuracy of their seniority. All challenges are to be directed to the Executive Director for an assessment and the employee must provide satisfactory proof of the error. Where satisfactory proof of error is provided, the error will be corrected.

8.03 Maintenance and Accrual

Seniority shall be maintained and accrued during:

- 1) All periods of paid leave*
- 2) Leave of absence without pay for periods not exceeding ninety days*
- 3) Parental Leave (maternity, paternity and adoption)*
- 4) Layoff up to and including ninety days*
- 5) Compassionate leave*
- 6) Wage replacement benefits for a period of 2 years or less for Workers Compensation benefits, SGI benefits and Long Term Disability Benefits.*
- 7) Employees under article 17.19 Leave of absence for Union Business*

8.04 Maintenance of Seniority

Seniority shall be maintained, but shall not accrue during:

- 1) Periods of leaves of absence over ninety days*

- 2) *Layoff over ninety days*
- 3) *Appointments to an out of scope position*
- 4) *Wage replacement benefits for a period longer than 2 years for Workers Compensation benefits, SGI benefits and Long Term Disability benefits.*
- 5) *Employees eligible under Article 11.06 Re-employment list.*

8.05 Loss of Seniority

Seniority shall be broken for the following reasons:

- (a) Dismissal for just cause
- (b) Voluntary resignation in writing
- (c) Voluntary retirement
- (d) Retirement at age 65
- (e) Continuous lay-off in excess of 6 months(*CMHA non profit organization relies on program funding from program to program. Layoffs are expected upon termination of program or funding shortfall.*)
- (f) Failure to return to work without an acceptable reason to management following the completion of a leave of absence or to return to work following a lay-off, unless through sickness or other just cause.
- (g) Employees on LTD in excess of two (2) years.

ARTICLE 9 APPOINTMENTS, STAFF CHANGES AND HIRING PROCESS

9.01 *Job Postings*

Vacancies shall be posted internally for 15 days unless the Employer and the Union agree to a longer or shorter period.

A copy of each posting will be sent to:

- a) *all active employees by posting on the bulletin board*
- b) *all employees on the re-employment list*
- c) *employees who are absent from work for the total duration of a posting shall receive the postings through their choice of an email to their personal account or mailed during their absence*
- d) *and approved by the Bargaining Committee which will provide a response within 5 working days or longer as mutually agreed prior to posting.*

Where the Employer decides to fill a position, the position will normally be filled within forty-five (45) days from the closing date of the competition.

9.02 Information *in* Posting

The bulletin shall set out the following information:

- (a) name of position;
- (b) a brief description;
- (c) qualifications required;
- (d) salary;
- (e) hours of work;
- (f) deadline date for application and other pertinent information.
- (g) *expected start date*

9.03 *Outside Advertising*

In house and outside advertising may occur concurrently provided there is written agreement between the parties. No outside applicants will be interviewed until applications of present employees have been considered.

9.04 *Qualifying for Positions*

The Employer will determine the necessary knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting. The KSA's will be drawn from the job description based on the classification specification for the position.

Applicants' qualifications shall be assessed by a panel of examiners consisting of the Employer's representative, the immediate supervisor, and a Union representative.

To determine who will be interviewed, resumes will be screened against the KSA's shown in the posting. Interview questions will be drawn from the KSA's shown in the posting. Those applicants who do not meet the minimum KSAs outlined in the posting, as determined by the panel, will not be interviewed.

All examinations, interviews, and/or panels shall be designed to test fairly the knowledge, skills and abilities of the persons examined. The means or measures used to test persons may include any investigation of education, experience, or record of accomplishment; and any test of knowledge, skill, or aptitude drawn from the job description; and inquiry into the personal suitability of the candidate.

The Employer shall provide to the panel the interview questions as well as the expected responses two (2) days in advance of the interview.

9.05 *Probationary Periods*

- (a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of twelve (12) months from the date of appointment.
- (b) Employees on promotion shall serve an additional probationary period of six (6) months in their new position.

- (c) Employees *may* receive a performance evaluation at the half way point of any probationary period.
- (d) Employees who work less than full-time and at least one-half time will have a 12 month probationary period.

Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, she shall be returned to her former position with no loss of seniority *and subject to any increments she would have earned had the promotion not taken place.*

When a casual employee assumes a permanent, permanent part-time or temporary position, their time worked as a casual shall be considered as time spent for their probationary period but shall still have to serve a minimum of six (6) months of a probationary period.

9.06 *Appointment of Senior Qualified Applicant*

Positions shall be filled by the senior qualified applicant. Seniority will be counted as of the closing date of the posting. To be considered qualified, applicants must meet the minimum requirements as set forth in the posting.

Should the Employer decide not to appoint the senior qualified applicant, the Employer's representative will so notify the applicant and the Union in writing with his reasons, and the applicant will be entitled to engage expedited arbitration procedure (arbitration without having to engage the grievance procedure).

No posting will be cancelled once it has been determined that there is at least one internal qualified applicant unless agreed to by the parties.

Should there be no employee qualified for the position the Employer may fill the position with an outside applicant

9.07 *Assessment While on Probation*

Since probation is the final step in the selection process, the following procedure will be followed as a minimum in the evaluation process:

- (a) *Performance requirements established by the Employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills, and abilities appropriate to the job.*
- (b) *The immediate supervisor shall evaluate performance by direct observation on at least two different occasions.*

- (c) *Two written performance assessments will be completed for each employee during the probationary period. Performance assessments will be conducted at:*
two and five months in the case of a six month probationary period, or five and 11 months in the case of a 12 month probationary period.
- (d) *Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. A current job description is required when the final probationary review is complete.*

In all cases the employee will be given a copy of any performance assessment.

9.08 *Notification of Successful Competition*

The successful applicant shall be notified in writing prior to commencing such duties, of the classification step assigned. The Employer will post the name of the successful applicant, her classification, start date, and salary step assigned. A copy shall be sent to the Union.

9.09 *Role of the Union*

The Employer shall notify the Union of the applicants in each posting, and of the seniority, if any, of each of them, and of the time, place and date of the assessment of applications and interviews.

The Union shall be entitled to have a representative present

- during the development of the KSA's required for the position to be posted,*
- during the assessments of applicants' resumes, and*
- during the interviews as an observer*
- during the post interview discussion as an active panel member*

The Union representative will attend without loss of pay providing she is an employee of the Employer.

The Union representative will not attend assessments of resumes or interviews when there are no internal applicants.

The Union representative will attend assessments of resumes and interviews when an internal applicant has been excluded and the competition has gone to external applicants.

9.10 *Initial Trial Period*

Dismissal shall be effected by the Executive Director and the employee shall receive written notice of the reasons for dismissal. Any employee, who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of one regularly scheduled work week. The employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in this Agreement. The Employee shall be informed of the right to have a Union representative present as per Article 7.02.

Such pay shall be in addition to the payment in lieu of earned vacation leave and any other monies owed. Earned vacation leave due an employee shall not be used as any part of the period of notice above.

A copy of the dismissal notice shall be sent concurrently to the Union office.

9.11 *On Reclassification*

No probationary period shall be required of an employee in a position which is reclassified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period, the employee shall become a permanent employee in the revised classification. If a permanent employee on probation in a reclassified position fails probation, the employee shall revert to the position in which she last held permanent status.

9.12 *Completion of Probationary Periods*

At the successful completion of the probation the employee may be so informed in writing.

ARTICLE 10 JOB SECURITY

10.01 Present Conditions and Benefits

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the Canadian Mental Health Association, *Prince Albert Branch Inc.* and the Union.

ARTICLE 11 LAY-OFFS AND RECALLS

11.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force unless a position is abolished, or a reduction in the regular hours of work as defined in this Agreement.

11.02 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off or *job abolishment*, employees shall be laid off in reverse order of their bargaining-wide seniority. An employee about to be laid off may bump any employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee.

11.03 *Notice of Position Abolishment*

The Employer will inform the Union 30 days in advance to the employee receiving notification of any position abolishment(s).

The parties may jointly develop a buy-out package for employees to volunteer to take lay-off or early retirement. Written notice of at least 30 days in advance of lay-off shall be given to any permanent employee whose position is to be abolished. In no case will the notice given to any employee be less than that provided for in The Labour Standards Act.

11.04 Options of Permanent Employees Who Have Received Notice of Position Abolishment

An employee who holds permanent status in the position which is being abolished shall have the right to exercise any one of the following options:

- (a) to go on lay-off and thereafter be entitled to exercise re-employment rights, in accordance with Art. 11.06*
- (b) to retire*
- (c) to resign and receive severance pay, in accordance with Art. 11.08, or*
- (d) take general leave of absence, in accordance with Art. 17.12.*

11.05 Time to Adjust in New Position

An employee who, as a result of a reduction in staff, assumes a new position, shall be placed on a six month probationary period of the classification to familiarize himself with his new duties.

11.06 Re-employment

Employees who are laid off and who select option 11.04 (a) or who are temporary or casual shall be placed on a re-employment list maintained by the employer. The employer shall during the last week of employment request the contact information from the employee. Employees shall remain on the re-employment list for a period of six(6) months or until the employee requests their name to be removed from the re-employment list and takes severance pay as per article 11.08. It shall be the employee's responsibility to contact the employer to update any contact changes during the six (6) months.

Employees will retain their seniority while on the re-employment list.

Employees on the re-employment list shall be allowed to apply for any position posted under Article 9.

Employees who are not re-employed within 6 months shall lose their seniority. Those eligible will receive the severance pay they are entitled to under 11.04 (c).

11.07 Recall Procedure

- (a) *Employees shall be recalled in the order of seniority, and their ability to meet the qualifications of the new position.*
- (b) *If an employee has seniority they are required to work in positions available.*
- (c) *Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off, for two years following the date of lay-off.*
- (d) *Employees shall be given fourteen (14) days' notice of recall in written form.*
- (e) *The employee shall give notice of acceptance/rejection of any call-back within fourteen (14) calendar days.*

11.08 Severance Pay

A permanent employee who resigns as a result of actions taken under Job abolishment only shall be entitled to receive severance pay on the basis of one month's pay for each year of the first eight years of service or portion thereof, and two weeks' pay for each year of service or portion thereof beyond eight. Severance pay is a payment to an employee to ease the effects of involuntary separation through job abolishment. It is not compensation for past services.

Eligible years for the purpose of severance pay will include all continuous employment with the Employer.

11.09 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the parties will pursue the following principles, that:

- (a) employees are credited with all seniority rights with the new employer,*
- (b) all service credits relating to vacation with pay, sick leave credits and all other benefits are recognized by the new employer,*
- (c) conditions of employment and wage rates for the new employer are equal to the best provisions in effect with either employer,*
- (d) no employee suffers a loss of employment as a result of merger,*
- (e) preference in location of employment arising from the merger is determined on the basis of seniority.*

11.10 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

11.11 Advance Notice of Lay-Off

The employer shall notify employees who are to be laid off as determined under Section 43 of The Labour Standards Act, but in no case shall the notice be less than thirty (30) calendar days prior to the effective date of lay-off. A copy of the notice of lay-off shall be sent to the Chief Executive Officer of the Union. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

11.12 Maintenance of Benefits - Lay-Off

When an employee is laid off on account of lack of work and returns to work, that employee shall retain their existing accumulated benefits and seniority at the time of lay-off.

ARTICLE 12 HOURS OF WORK

12.01 (a) *Regular hours of work shall be seven (7) hours per day (average thirty-five (35) hour work week), AGAN store Tuesday to Saturday. Employees are entitled to a twenty (20) minute work break in the morning and afternoon. Core hours of work shall be 9:00 a.m. to 5:00 p.m. Any deviation from this will only be by agreement between the parties.*

In the event of funding shortfalls the employer, upon consultation with the union, may reduce work hours as follows as follows:

Regular hours of work shall be seven (7) hours per day (average twenty-eight (28) hour work week), AGAN store Tuesday to Friday, excluding statutory holidays. Employees are entitled to a twenty (20) minute work break in the morning and afternoon. Core hours of work shall be 9:00 a.m. to 5:00 p.m. Any deviation from this will only be by agreement between the parties.

(b) *Each employee is required to submit a monthly attendance statement to the Executive Director as a record of time worked.*

(c) *A regular schedule will be established for permanent part time and full-time employees. One weeks notice will be given of changes to the schedule.*

(d) *The parties recognize that employees work outside the current hours of work through a variety of ad hoc and mutually agreeable arrangements. We also acknowledge that the establishment of programming outside the current hours of work is required for CMHA to achieve its goals as an organization. Both parties agree to negotiate in good faith regarding hours of work when new programs come into effect or when programs change. The parties commit themselves to ongoing dialogue and innovative approaches to these problems.*

ARTICLE 13 OVERTIME

13.01 Definition

Authorized hours worked in excess of the weekly average or all hours worked on a day of rest or designated holiday shall be considered overtime.

Employees are not permitted to work beyond their regular hours without the permission of the Program Director.

13.02 Compensation for Overtime

Assigned overtime is designated as those hours over the regular hours of work which are requested of the employee by management. Assigned overtime worked shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and two (2) times their regular rate for all hours over four (4).

13.03 All Employees

Employees shall work overtime only when authorized to do so.

When overtime is paid out, it will be paid out with the Employee's regular pay. On request by the employee, management may grant time off at the appropriate overtime rate in lieu of payment for overtime worked; such time off must be taken within 90 days or be paid out.

Subject to the minimum guarantees as provided herein, payment shall not be made for overtime work done under one-half hour.

Overtime for hours worked on a designated holiday will be paid in accordance with Article 13.2

13.04 Extended Hours

Employees will be paid at overtime rates of pay for all hours worked in excess of the hours of work defined under Article 12 except as follows:

- 1. Employee requests to work extended hours, for the purpose of banking hours for personal reasons*
- 2. The employee agrees to work extended hours in exchange for alternate time off.*

Banked time is to be taken within the six (6) month period in which it is incurred as there shall be no carry over between six (6) month periods.

Employees cannot lose hours worked under this clause. If mutual agreeable dates are not found within the above time frames the employee will be paid out in the final pay period of the six (6) month span.

13.05 Call-Back

An employee who is called back to work outside of her regular working hours shall be paid for a minimum of *three (3) hours* at the overtime rate. Employees may only be called back by the Program Director.

13.06 On-Call Premium

Employees assigned to be on call shall receive \$10.00 (ten dollars) for any period they are on call within a 24 hour period.

13.07 Conference and Educationals

Time spent by employees who attend Employer requested conferences or educationals, shall be considered as time worked. Expenses shall be claimed as per Article 21.

13.08 *Differential for Camps and Tours*

It is understood that camps and tours can be operated the Canadian Mental Health Association Prince Albert Branch, from time to time, as part of the regularly scheduled programming of activities. If an employee volunteers for duty at a camp or tour on a twenty-four (24) hour basis, a differential of \$150.00 per day or one day as time in lieu shall be paid. If an employee is assigned to camp duty, then overtime rates apply.

This differential shall not be paid to employees who are hired solely as camp or tour workers.

ARTICLE 14 DESIGNATED HOLIDAYS

14.01 Designated Holidays

For the purposes of this Agreement, designated holidays shall mean: New Year's Day, *Family Day*, Good Friday, Victoria Day, Dominion Day, first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, one Floating Holiday per year to be taken at a time mutually agreed between the parties, and any other statutory holiday as proclaimed by the Federal or Provincial Governments.

It is understood the Christmas week closure can utilize the floating holiday, time in lieu or vacation leave.

14.02 Working on a Holiday

An employee who is required to work on a holiday shall be paid at the rate of straight time plus time and one-half (1½).

ARTICLE 15 VACATIONS

15.01 Definition

Vacation means annual vacation with pay.

15.02 Vacation Year means the twelve (12) month period commencing on the first day of *April* in each calendar year and concluding on the *thirty-first* day of *March* of the following calendar year unless prior agreement provides alternate dates.

15.03 Vacation Benefits

(a) *All Employees shall be advanced on the first day of April for the upcoming year to each employee's vacation leave bank.*

During an employee's first year of service, such vacation leave shall be advanced at a rate of one and one-quarter (1 ¼) day for each month that they will complete from the date of employment up to the end of the calendar year. Where an employee begins employment on a day other than the first working day of the month such vacation earnings will be prorated for that month.

Term, Temporary and Casual employees shall be earned in accordance to 15.03 (b), except that they have one year from the time in which the vacation time is earned to use such leave. These employees are not bound by the calendar year.

Vacation is not earned while an employee is on leaves of greater than thirty (30) calendar days (except if such leave is designated as sick leave).

(b) Annual vacation for full-time employment shall be earned at the rate of fifteen working days per year, increasing at the rate of one additional day per year after the first year to a maximum of six weeks. ("Day" refers to one working day within the standard work week from Monday to Friday).

<u>Years of Service</u>	<u>Annual Vacation in Working Days</u>
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	22
9	23
10	24
11	25
12	26
13	27
14	28
15	29
16 or more	30

- (c) If an employee wishes to take up to five (5) consecutive days of vacation time, a written request must be submitted to the *Executive Director* no less than five (5) working days prior to the commencement of the proposed vacation. *The Executive Director shall respond in writing within two (2) days of such request.*

For vacation of six (6) or more days, written requests must be submitted to the *Executive Director* no less than twenty (20) calendar days prior to the commencement of the proposed vacation. *The Executive Director shall respond in writing within ten (10) days of such request.*

Every effort will be made to accommodate such requests and will not be unreasonably denied.

- (d) When any statutory holiday or customary civil or local holiday falls on a regular working day within an employee's annual vacation, he/she shall be granted one additional day of vacation.
- (e) Less than full-time employees shall earn vacation benefits on a pro rata basis.

15.04 Carry Over of Vacation

The vacation entitlement contained herein will be taken by all the employees annually, subject, however to the provision that the employees may make application in writing to the Employer prior to the end of the vacation year in which time is not taken for carry over of the entitlement to the following year. Carry over of up to five (5) days shall be approved. Consideration will be given for carry over in excess of five (5) days. *The employer shall respond in writing within fifteen (15) days of such request. Any payout which may result shall be at the employee's current rate of pay.*

15.05 Vacation Schedules

Where in respect of any period of vacation leave, an employee is:

- (a) granted bereavement leave, or
- (b) granted sick leave at a recognized hospital, or
- (c) granted other approved leave of absence, or
- (d) granted sick leave for an illness a medical certificate substantiating proof of illness may be required, or
- (e) when a statutory holiday falls on a day during an employee's vacation period, the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee if approved by the Employer or reinstated for use at a later day, *at the employee's request, at a time to be mutually agreed upon by both parties.*

The period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee, if requested by the employee

and approved by the Employer, or reinstated for use at a later day, at a time to be mutually agreed upon by both parties.

15.06 Vacation Pay on Separation

An employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of salary in lieu of such earned vacation at the employee's current rate of pay. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.

15.07 Unbroken Vacation

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

15.08 Vacation Schedule

Annual vacation shall be regulated on a mutually agreed rotation plan. Wherever possible the initial placing of employees in the rotation plan will be according to seniority; thereafter the rotation will take place in accordance with agreed procedure established between the Union and the Employer. Where an annual vacation is split upon request by an employee, seniority shall be exercised in the first instance only.

15.09 Posting Vacation Schedule

Vacation schedules shall be posted by April fifteenth (15th) of each year. Once posted these dates cannot be changed without mutual consent of the employee(s) and the Employer. However, in extenuating circumstances the Employer can alter the vacation schedule.

15.10 Canceling of Approved Vacation Leave

Where the Employer cancels an employee's approved vacation leave and such cancellation causes the employee and/or her family member(s) to forfeit travel deposits or fares, the Employer will reimburse the employee to the extent of such loss.

15.11 Vacation Leave Records

A record of all unused vacation leave will be kept by the Employer. At the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated vacation leave is correct.

15.12 Vacation Entitlement on Re-Employment

Where a former employee of the Canadian Mental Health Association Prince Albert Branch Inc becomes re-employed after a break in service of less than 6 months, their vacation credits earned prior to the break in service will be reinstated upon re-employment. Re-instatement of vacation entitlement is only available to those who have had a break in service due to lay-off and not resignation or dismissal.

ARTICLE 16 SICK LEAVE

16.01 Definition

Sick leave means the period of time an employee is absent from work with pay by virtue of job-related stress or of being sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

16.02 Annual Paid Sick Leave

Sick leave credits shall accumulate from the date of employment on the basis of one and three-quarters (1 3/4) working days per month to a maximum of 119 days.

16.03 Accumulation of Annual Paid Sick Leave

The unused portion of an employee's sick leave shall accrue for his/her future benefits, to a maximum of 119 days. No remuneration shall be granted in lieu of unpaid sick leave benefits at termination of employment.

16.04 Deductions From Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than one-quarter (1/4) day shall not be deducted. Absence for one-quarter (1/4) day or more, and less than a full day, shall be deducted as equal to the time taken, to the nearest full hour.

16.05 Proof of Illness

A medical certificate(s) may be required from employees reporting sick in excess of three (3) days. If a medical certificate is required, such a certificate will be requested during such illness. *Any costs incurred by the employee to provide the medical certificate shall be reimbursed by the Employer within 15 days with receipt.*

16.06 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence etc., she shall retain her existing accumulated credits at the time of such leave or lay-off.

An employee shall continue to accumulate sick leave credits for leave of absence or lay-off of one (1) month or less.

16.07 Sick Leave Records

An employee's accumulated sick leave credits shall be made available to each employee(s) upon request.

16.08 Leave of Absence While Sick

In cases where permanent employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work or for a period of one (1) year. Such leave shall be reviewed annually. Such an employee shall not displace an employee with more seniority.

16.09 Sick Leave for Part-Time Employees

Part-time employees shall accumulate sick leave credits on the basis of one and three-quarters (1 3/4) days per month prorated on the basis of hours worked in that month.

16.10 Mental Health Leave

16.10.1 *Permanent Employee's*

Four Mental Health Days are designated by permanent full-time and permanent part-time employees after twelve (12) months' continuous employment and with the prior approval of the Executive Director or designate. Mental Health days shall be deducted from their sick credits. Mental Health Days must be taken within the period April 1 to March 31 and are not available for carry over into the next period.

16.10.2 *Non-Permanent Employee's*

Two Mental Health Days are designated by all non-permanent employee's after twelve (12) month's accumulated employment and with the prior approval of the Executive Director or designate. Mental Health days shall be deducted from their sick credits. Mental Health Days must be taken within the period April 1 to March 31 and are not available for carry over into the next period.

16.11 Recognition of Social Illness

The Employer and the Union are committed to ensuring that mental health is given the priority it deserves. For this reason mental health conditions, stress related illness and addictions will be treated as any other health problem. Sick leave benefits will be granted.

Employees whose *immediate family member* is undertaking a *treatment or rehabilitative program for any health concern* may apply for vacation time or leave of absence without pay to participate with in *said treatment or rehabilitative program*.

ARTICLE 17 LEAVE OF ABSENCE

17.01 Leave of Absence for Full-Time Union Duties

An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of up to one year. Such leave may be renewed each year during the term of office. The employee may, with one month written notice, cause their name to be placed on the re-employment list as in Article 11.06.

17.02 Medical Care Leave

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off as per Article 16.04. On request, employees will be required to show proof of such care.

17.03 Bereavement Leave

Bereavement leave with pay shall be granted to an employee, such leave to apply in the death of an employee's spouse, brother, sister, parent, child, grandparents, grandchild, or in-law, aunts, uncles and first cousins, *or someone to whom they have a significant relationship with*. Such leave shall consist of up to three (3) days. Additional time may be granted under extenuating circumstances. Such time shall be taken against sick leave, or leave without pay if no sick leave credit exists.

17.04 Pressing Necessity

Necessary time off work with pay *shall* be granted to an employee for pressing personal matters or family matters beyond the employee's control. This would include such matters as illness in the family, mourner's leave, natural disaster, examination leave and moving. Such time shall be taken against sick leave, or leave without pay if no sick leave credit exists.

17.05 Maternity, Adoption, *Parental* Leave

The following conditions shall apply:

- (a) This leave will consist of any period of up to twelve (12) months in any combination before, or after the birth or adoption of the child. Where a doctor's certificate is provided stating that a longer period of maternity, paternity or adoption leave is required, an extension of up to twelve (12) additional months shall be allowed. Additional periods of leave may be allowed in circumstances of maternity, paternity or adoption, at the discretion of the Association.
- (b) Such leave will be granted with assurance that the employee will resume employment in the same position or in a comparable position and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.
- (c) Notice of intention to return to work, or request for change of length of leave of absence must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the fourteen (14) days' notice.

17.05.1 *Maternity Leave – Adoption Leave*

An employee who has completed 20 weeks of service, who makes application for leave at least Four (4) weeks in advance of the requested commencement date, or the date the baby is expected to come into the employees care and who provides the Employer with a medical certificate certifying that she is pregnant if requested, or a letter confirming a pending Adoption shall be granted maternity/adoption leave consisting of:

- ❖ *A period not exceeding 24 months.*
- ❖ *An additional period equal to the period between the estimated date of birth specified in the medical certificate and the actual date of birth, if the date of birth occurs after the date mentioned in the certificate, or the expected and actual date the baby came into the employees care.*
- ❖ *An employee may make application for further leave under Leave*

17.05.2 In the event of complications arising out of pregnancy such that the employee is unable to return to work at the expiry of an approved leave of absence, she will receive payment of normal salary from accumulated sick leave benefits.

17.05.3 If any Employee is unable to perform all of her normal duties due to pregnancy, she will have her duties modified or be assigned to another position where ever possible. If accommodation is not possible, the employee is entitled to take sick leave.

17.05.4 Parental Leave

An Employee who has completed twenty weeks of service and who makes application for parental leave at least four weeks in advance of the date the leave is to commence, shall be granted a leave of up to thirty seven (37) weeks. Such leave to commence not more than twelve (12) weeks before the estimated date of birth or the date the baby is expected to come into the employees care and end not more than one (1) year after the date of birth or the date on which the baby came into the employee's care.

17.05.5 Upon reasonable notice, an employee granted leave shall be entitled to return from such leave in advance of the date to which the leave was granted.

17.05.6 Maternity – Adoption - Parental Leave Top-up

- (a) An employee who qualifies for maternity/adoption/parental leave and has been employed for a period of six (6) months shall be paid a maternity leave top-up allowance. In order to receive this top-up, the employee must provide to the Employer, proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for a maternity leave top-up; and*
- (b) The maternity/adoption/parental leave top-up will consist of seventeen (17) weeks. Payments will be equivalent to the difference between the employment insurance gross benefits and eighty percent (80%), of the employee's regular pay; and*
- (c) Employees will sign a note to promise to return to work for the employer for a period equal to the same number of weeks that the top-up is received and to repay the amount of the top-up , or a pro-rated portion thereof, should the employee not return to work for the number of weeks that the top-up was paid; and*
- (d) The top-up will commence with the beginning of the two (2) week EI waiting period. The top-up allowance period includes time using sick leave under Article 16.*

17.06 Seniority Status During Maternity Leave

The employee shall suffer no loss of accumulated seniority rights due to maternity leave of absence. Seniority shall accumulate during the period of leave.

17.07 Jury Duty and Court Witness

Time spent by an employee to serve as a juror or court witness shall be considered time worked at the appropriate rate of pay *issued from their sick leave*.

The *Executive* Director shall be informed of any required court appearances of any staff and all conduct monies received by any staff person shall be paid to *the Employer*. *Any leave will be used against sick leave credits*.

17.08 Child Care Leave

Any employee with sufficient cause shall be entitled to a leave of absence without pay for up to a maximum of three (3) months without loss of seniority or accumulated benefits for the purpose of caring for her child or children. Applications must be made in writing and approved by the *Executive* Director. Such approval shall be granted in a uniform manner.

Benefits will not be earned during such leave, beyond one month.

17.09 Seniority Accumulation on Leave of Absence

Effective the date of certification, seniority shall accumulate on any leave of absence for the first month unless otherwise stated in this Agreement.

17.10 Education Leave

Education leave may be granted to an employee who has been in continuous employ with the Association for two (2) years and who desires to gain new skills, or improve upon existing skills, when such skills are deemed relevant to the Association by the Executive Director. Requests for education leave must be made, in writing, outlining a description of proposed study and detailing perceived benefits to the Association, prior to October 1 of the year prior to the fiscal year in which the leave shall be taken.

Education leave shall be deemed as leave of absence without pay. Seniority does not accrue while on leave, but remains the same as the last day worked prior to commencement of the leave. Benefits (Article 20), to be paid for by the employee, can be retained throughout the leave period at the discretion of the employee.

In addition to leave, an employee may request financial assistance which can include the costs of books and tuition. The Association shall consider all requests and may approve funding up to one hundred (100) percent of salary for the duration of leave. Any financial support will require a signed undertaking to provide two (2) years of service upon return for every one (1) year on leave. Failure to meet service commitments requires repayment of support, prorated to service completed upon return. In cases other than resignation, the Employer will review each situation as to whether repayment is required. At its sole discretion, the Employer may forgive repayment of services when merited.

The Employer shall maintain written guidelines for the above policy.

The Association agrees to discuss with the union ways to enhance staffs' professional development during the term of the agreement.

17.11 Leave Without Pay for Union Business

The Association agrees that, on at least five (5) days' notice in writing to the *Executive* Director, or Branch Supervisor, leave of absence without pay, but with maintenance of seniority rights, shall be given to any designated employee for the purpose of conducting union business. The Program Director, or Branch Supervisor, may waive any portion of the notice period.

Upon the request to her supervisor and upon the approval of the Executive Director, an employee who has taken Union Leave shall have available casual assistance. This assistance shall be based upon the hours of accumulated union leave or portion thereof in her program.

17.12 General Leave

Upon application, an employee *may* be granted a leave of absence without pay for a period not exceeding one (1) year. Applications must be made in writing and approved by the Executive Director. Such approval shall be granted in a uniform manner.

When an employee is given leave of absence without pay and returns to work upon expiration of such leave, the employee shall retain their existing accumulated benefits and seniority at the time of such leave.

17.13 Long Term Disability or W.C.B. Leave

- (a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence *for a maximum of two (2) years* until they are fit to return to work, *after two (2) years their seniority will be broken.*
- (b) Employees who are fit to return to work shall be reinstated in their previous position.
- (c) Employees on such leaves shall retain seniority at the same level as when leave commenced.
- (d) The employer and the Union agree to attempt to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.
- (e) Employees on such leaves will contact the Program Director once monthly to indicate her progress and the prospects of her return to work.

17.14 Non-Discrimination

The Employer shall not dismiss or lay off an employee who has completed 20 consecutive weeks of continuous employment with the Employer solely because she is pregnant, or because she or he has applied for leave in accordance with Articles 17.02 or 17.05.

17.15 Caregiving Leave

An employee may be entitled to a definite leave of absence to care for her child, children, spouse, parents or sibling for a maximum of 12 months without pay when she requests such leave for good and sufficient cause. Such requests shall be in writing. Approval shall not be withheld unreasonably.

17.16 Compassionate Care Family Leave

Employees who qualify for compassionate care benefits under The Employment Insurance Act will be eligible for an unpaid leave of eight (8) weeks to care for a seriously ill family member. During the leave the employee will continue to accumulate all benefits and seniority under this collective agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the employer will pay the employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

17.17 Maintenance of Insured Benefits During General Leave

During any period of leave, and subject to the qualifying provisions of the benefits plans, an employee may elect to maintain insurance benefits for the period she would otherwise have worked, by paying the entire premium.

17.18 Leave of Absence for Union Business

17.18.1 With Pay

The Employer agrees that employees will periodically require leave of absence for Union business.

The parties recognize that Union leave is integral to harmonious relations and of benefit to both parties.

Leave of absence with pay shall be granted to attend to Union business provided that:

- (a) The employee is authorized by the Union in writing to request such leave.*
- (b) The employee requests in writing leave for Union business as authorized by the Union. Oral notice is acceptable in unusual circumstances, but must be followed up by a written request.*
- (c) The request for Union leave is made on such form or forms as agreed by the parties from time to time.*
- (d) It shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld, and*
- (e) The Union agrees to provide 48 hours' notice of requests for Union leave, except in unusual circumstances.*

The following provisions shall apply to such leaves:

- (a) The Employer will continue to provide the regular earnings and make all normal deductions during such leave.*

Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under this Agreement during such leave subject to the normal rules of usage.

- (b) For the purpose of determining overtime entitlement, approved leave of absence with pay for Union business shall be credited as hours worked.*

17.18.2 Union to Reimburse the Employer

When the Employer replaces the employee on Union leave, the Union will reimburse the Employer for the full cost of the earnings of the employee on leave, including the Employer's cost of benefits as follows:

- (1) For the first 30 consecutive calendar days or less:
designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday).*
- (2) For the next 60 consecutive calendar days or less:
designated holidays (where the employee is on Union business on both the working day preceding and following the designated holiday)
- Unemployment Insurance
- Canada Pension Plan*

- vacation leave, and
- superannuation.

- (3) *For leave in excess of 90 consecutive calendar days:
designated holidays (where the employee is on Union business on both
the working day preceding and following the designated holiday)*
- Unemployment Insurance
 - Canada Pension Plan
 - vacation leave
 - superannuation, and
 - sick leave accumulation.

17.18.3 Reinstatement from Paid Union Leave

Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice, prior to the expiration date of the approved leave, provided that such return will not result in additional cost to the Employer.

ARTICLE 18 PAY ADMINISTRATION

18.01 The wage schedule covering employees occupying positions in the classification plan shall be set out in Schedule A, forming part of this Agreement, effective April 1, 2008.

18.02 Equal Pay for Similar Work

Employees shall receive equal pay for similar work.

18.03 Increments

- (a) For the purpose of calculating increments for full-time employees, an employee who commences employment during the period from the first to the fifteenth of the month shall be granted an annual increment as if he commenced employment on the first day of that month.
- (b) An employee who commences employment during the period from the sixteenth to the end of that month shall be granted an annual increment as if he commenced employment on the first day of the following month.
- (c) Part-time employees shall be granted increments after completion of the equivalent to a full year of full-time employment but in any case will receive an increment every 24 months of employment.
- (d) Following Leaves of Absence Without Pay and Lay-off

When an employee returns to the service after not more than ninety (90) consecutive calendar days leave of absence without pay, or lay-off, there shall be no change in her increment date. When an employee returns to the service after more than ninety (90) consecutive calendar days leave of absence without pay, or lay-off, she will be eligible to receive subject to the above articles, increment after twelve (12) months of actual service, less credit toward an increment earned before the leave of absence without pay, or lay-off was taken.

18.04 Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Schedule A,

18.05 Pay Periods

Employees shall be paid *semi*-monthly. Upon request, and subject to the approval of the Executive Director, advances may be provided prior to vacation period. Advances may be granted in other extenuating circumstances. Such approval shall be granted in a uniform manner.

18.06 Statement of Earnings

Every employee shall receive a statement attached to each cheque, showing the gross amount earned, itemized deductions and net amount payable.

18.07 Changes in Pay Range

When a higher pay range is assigned to a position, the employee shall move to the same step in the new range as held in the previous range.

18.08 Calculation of Sick Leave and Vacation

For the purposes of computing sick leave and vacation entitlement, an employee who commences employment during the period from the first to fifteenth of the month, will receive credit for the month's service. Employees commencing employment from the sixteenth to the end of the month will be considered as commencing their service, for sick leave and vacation purposes, on the first day of the following month.

18.09 Promotion

On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than an eight (8) percent increase. In such a case, her rate shall be adjusted to the step in the pay range yielding at least 8%. If an increase is greater than ten (10) percent, then the date of increment shall be changed to the first calendar day of the month following the date of promotion.

18.10 *Temporary Performance of Higher Duties*

An employee who is temporarily assigned higher duties shall be paid the minimum of the range for the higher position or an additional eight (8) percent, whichever is greater.

18.11 During a month where a full-time employee is working a partial month and there is a conflict between the hourly rate of pay and the monthly rate of pay in the calculation of any wage pay-out, the monthly rate shall apply.

18.12 A vacancy of a temporary nature may be filled by TPHD for up to a six (6) month period with an extension of an additional six (6) months by mutual agreement between the union and the Association. After this period the position will be posted and filled by competition.

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

19.01 Maintaining a Classification Plan

The Employer shall maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same class.

19.02 Classification Shall Be Submitted to the Union

The Employer agrees to submit to the Union, job descriptions for all new positions and classifications. *When a new job description is created the parties will negotiate the inclusion or exclusion and the hours of work, salary range and classification.*

19.03 Manual of Class Specifications

A Manual of Class Specifications, currently maintained, shall be kept in the Employer's office *and the Union office*, and shall be available for inspection.

19.04 Changes in Classification

When a permanent employee, the Union or the Employer feel that a position is incorrectly classified, a request for review of classification may be made as follows:

(a) *The employee, Union or Employer shall make a request for review of classification in writing to the Executive Director. The employee's job description, along with a completed reclassification application will be attached. A copy of the request shall be sent to the Union concurrently by the Employer.*

(b) *Within 30 days of receiving the request for review, The Executive Director will provide written acknowledgement of receipt of the request to the employee and the Union.*

- (c) *Within 120 days of receiving the request for review, the Executive Director will notify the employee and the Union of the decision. Such notification shall include a rationale for the decision. If the Executive Director does not notify the employee and the Union within the 120 days, the employee will be awarded the reclassification.*

19.05 Reclassified Positions

If the position is reclassified, the following procedure will apply:

- (a) *the incumbent shall be appointed to the position subject to notification and challenge.*
- (b) *the reclassification and the name of the incumbent will be circulated for information purposes.*
- (c) *the notification is subject to challenge from more senior employees within the work unit who could as readily have been assigned the duties which led to the reclassification.*
- (d) *the Executive Director shall decide the validity of challenges, subject to grievance.*
- (e) *if a challenge is successful, the challenger shall be appointed and the incumbent prior to the challenge shall be laid off and shall exercise the options in Art. 7.02.*
- (f) *the reclassification and any resulting change in pay shall be effective the nearest first of the month to the employee's request for review.*

19.06 Time Period to Qualify

19.06.1 If neither the incumbent nor any challenger is qualified for the reclassified position, a period of up to one year shall be allowed to the most senior employee otherwise eligible for the appointment, in order to establish the qualifications required.

19.06.2 Extensions beyond one year may be granted by the Executive Director under extenuating circumstances. In all cases of extension, the Union shall be notified.

19.06.3 In the event the incumbent is displaced by this process, the incumbent shall revert to her previous position, or by mutual agreement, a similar position, and the reclassified position shall become vacant and will be posted and filled in accordance with Article 4.

19.07 Disputes

If an employee or the Union is dissatisfied with the final determination resulting from a request for review of classification, the employee will have the right to appeal to an independent third party adjudicator:

- (a) the employee shall file an appeal in writing to the Executive Director.*
- (b) within seven days of receiving the appeal, the Executive Director shall meet with the Union to mutually determine the independent third party adjudicator if deemed necessary.*
- (c) within 15 days of receiving the appeal, the adjudicator shall notify the employee, the Executive Director and the Union, of the date, time and place at which their appeal will be adjudicated.*

19.08 Reclassification Appeal

19.08.1 Authority of the Adjudicator

The parties agree to establish when required a Reclassification Appeal which, subject to the other provisions of this Article, will provide an accelerated mechanism for resolving disputes arising from requests for review of classification.

The adjudicator shall have the authority to adjudicate classification disputes between employees and the Employer.

The adjudicator shall direct that one of the following take place in respect of each appeal:

- (a) that the appealed position be designated to an existing classification, or*
- (b) that the classification decision is correct and will be upheld resulting in the appeal being denied, or*
- (c) that no appropriate classification exists and that a new classification be negotiated to accommodate the appealed position, or*
- (d) that negotiated amendment of an existing classification specification be undertaken in order to accommodate the appealed position.*

Decisions of the adjudicator are final and binding upon the Employer, the Union, and the employee and are not subject to grievance.

19.08.2 Leave for Proceedings

Employees, witnesses, and the Union representatives (who are employees of the Employer) appearing before the Council shall be entitled to leave with pay for the purpose of preparation and attending the hearing.

19.08.3 Procedures of the Appeal

- (a) The adjudicator shall notify the employee, the Executive Director and the Union of the date, time and place of the meeting at which the employee's appeal will be adjudicated.*
- (b) The employee and the Employer representative shall appear at the meetings concurrently. Either may address written and/or verbal statements to the adjudicator; either may call witnesses, and each shall respond to examination by the adjudicator. Either may, through the adjudicator, direct questions or make comments with respect to the information presented. Employees may appear alone or supported by a Union representative.*
- (c) The adjudicator may request the presence of witnesses who shall provide information as requested.*
- (d) In the event that an employee who has filed an appeal cannot be present at the meeting of the adjudicator which will hear the appeal, timelines may, by mutual agreement, be extended in order to accommodate the employee's presence.*
- (e) In conducting deliberations, the adjudicator shall consider the classification specification and evaluation criteria applicable at the time of the employee's request for review together with evidence presented during the course of the hearings. The adjudicator shall consider only the duties and responsibilities of the position at the date of the request for review and shall not consider any changes that may have taken place following the request for review.*
- (f) Decisions of the adjudicator shall be issued in writing concurrently to the employee, the Executive and the Union.*

19.08.4 Costs

The Employer is responsible for all costs, including travel, sustenance, and clerical support associated with the Reclassification Appeal. This includes all employees and Union representatives providing they all are in the employ of the Employer.

Costs associated with and by the chair shall be shared equally by the parties.

ARTICLE 20 EMPLOYEE BENEFITS *

20.01 Workers' Compensation Pay Supplement

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and his regular salary for up to 105 days, at which time the salary continuance insurance shall apply. If his application to the Workers' Compensation Board is rejected he will be granted sick leave or leave without pay.

20.02 Personal Property Loss

- (a) Employee's personal property loss or damage by action of a client shall be replaced or repaired at the expense of the Employer if the employee was not negligent in the performance of his/her duties.
- (b) The Association will reimburse reasonable expenses incurred by employees to repair damage caused to their vehicle when damage was incurred while using their vehicle for Association business. Expenses will not be reimbursed if the damage is covered by insurance or the employee was negligent.

20.03 Pension Plan

Participation in the Association non-contributory pension plan is compulsory for all employees. An employee becomes eligible to join the plan after completing one (1) year of continuous service.

Effective *April 1, 2010* (dependent on date of when funding agencies increase pension funding), the Association will contribute 7.3% (inclusive of .3% administration fee) of an employee's salary into the defined contribution pension plan.

The Employer will continue to maintain a Group RRSP for voluntary employee contributions with the Employer continuing to pay the administration fees.

Contributions to the CMHA Pension Plan or Group RRSP shall be deducted and submitted on a monthly basis to those plans.

20.04 SGEU Long Term Disability Plan

All employees under this Agreement are covered by the terms and conditions of the SGEU LTD Plan. Premiums are 100% employee paid.

20.05 SGEU Group Life and Accidental Death and Dismemberment Plan

All employees under this Agreement are covered by the terms and conditions of the SGEU Group Life and A.D.D. Plans. The premium is paid in full by the Association.

20.06 SGEU Extended Health and Vision Care Plan

All employees under this Agreement are covered by the terms and conditions of the SGEU Extended Health and Vision Care Plan. Premiums are paid 100% by the Association.

20.07 SGEU Dental Plan

All employees under this Agreement are covered by the terms and conditions of the SGEU Dental Plan (Plan 2). Premiums are paid 50% by the Association and 50% by the employee.

20.08 Employee and Family Assistance Plan (EFAP)

The Employer agrees to offer an Employee and Family Assistance Program (EFAP) to its active employees and members of their immediate families, to enable employees to receive confidential counseling, treatment or other assistance for personal problems.

20.09 Legal Costs

Except where an employee has been considered to have been negligent or whose performance is considered one of gross misconduct, the Employer shall pay all costs arising out of lawsuits or charges in any court against an employee as a result of performing his duties for the Employer. In such a suit, the Employer retains the right to appoint the legal advisor for such an employee.

ARTICLE 21 TRAVEL AND ALLOWANCES

21.01 Use of Employee Vehicle

As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is authorized, the employee may, with the approval of the Director, elect to use his own automobile at the approved mileage rate. If an employee does not elect to use her own automobile, the Employer will, when necessary provide alternative transportation appropriate to the occasion.

21.02 The Employer and the Union agree to use as a minimum, the rates of travel and allowances as per the Public Service Commission/Saskatchewan Government and General Employees' Union Agreement. The Union will provide notice of these changes within one month of the changes to the rates.

21.03 The Association will reimburse employees for the annual cost of additional liability insurance on their personal vehicles required when using their vehicle for Association business.

ARTICLE 22 SAFETY AND HEALTH

22.01 The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards.

22.02 Meetings

When reasonable based on staffing complement the employer will make every effort to form the following:

Joint Employer-Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) members and not more than four (4) members. At least one-half of the committee members shall be employees elected or appointed by the Union members and each committee shall have employer and employee chairpersons, as appointed by their respective parties.

22.03 No Discipline

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. The Committee shall promptly investigate each refusal and, if it is able to make a decision on whether such refusal was warranted. If such action was warranted, the Committee will notify the employer of any unsafe condition(s), and the employer will undertake suitable corrective measures, and report in writing to the Committee of action he has taken. If such action was not warranted, the Committee will meet with the workers affected, and report to them the reasons for its decision.

22.04 First Aid

Adequate first aid supplies shall be made available in all Employer work sites. The employer shall make provision of facilities and training for first aid, taking into account the nature of the work performed by employees and the proximity of medical assistance. The employer will provide and properly maintain a medical aid log book at each first aid station.

22.05 Health and Safety Orientation and Instruction

The employer agrees to acquaint all employees in the hazards of the work place and its equipment and work processes, and to train all employees in proper and safe work practices, during work hours.

22.06 Protective Clothing and Equipment

Any necessary clothing and personal protective equipment will be provided by the employer at the employer's expense.

22.07 Working Alone

The Employer shall use, at intervals that are reasonably practicable under the circumstances, a method of checking on the well-being of a worker who is working alone under conditions that may give rise to danger to the worker.

22.08 Occupational Health Committees

In accordance with 22.02 the Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet not less than quarterly. If the Committee determines that less frequent meetings are required, they will apply for this as per regulations. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns.

22.09 Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives and at least one (1) is an employer representative.

The employer will consider as hours worked, all reasonable time spent by committee members at committee meetings, conducting committee business, and reporting to employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.

22.10 Committee Minutes

In accordance with 22.02 every committee meeting will be recorded in its official minutes, copies of which will be posted in each work place on a bulletin board with copies promptly forwarded to the employer, the Chief Executive Officer of the Union, and the Department of Labour. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any employee and the Union.

Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the Employer, the Union and the Occupational Health and Safety Branch.

22.11 Workplace Inspections

The committee shall conduct workplace inspections at intervals it deems advisable, and shall notify the employer in writing of any unsafe conditions found. The employer shall promptly undertake suitable corrective measures, and will report in writing to the Committee of the action he has taken.

22.12 Committee Investigations

Each committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the employer and the Chief Executive Officer of the Union (and the Department of Labour if required or deemed advisable).

22.13 Occupational Health Committee Training

Subject to reasonable notice being given, all committee members of an OH&S Committee shall be entitled to up to five (5) days' leave with pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. Only up to two (2) days of these days can be for courses not sponsored by the Department. Courses other than those sponsored by the Department shall be approved by the Executive Director.

22.14 Video Display Terminals

Wherever V.D.T.s are in use, the committee(s) will investigate and make recommendations regarding their use.

22.15 Provision of Information

The Employer and the Union agree to exchange any and all information on occupational injuries and illnesses, as well as health and safety matters affecting employees. Confidential information will only be released upon written authorization of the employee.

22.16 Harassment Policy

The parties agree to develop and implement a harassment policy for CHMA.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.01 As a result of the Employer introducing new equipment or major changes in operating methods, certain classifications may no longer be required. The Employer shall attempt to anticipate such changes and endeavour to conduct a program of retraining and transfer of employees affected prior to such change. The Union agrees to co-operate in such a program of transfer and retraining.

23.02 Introduction of Technological Change

If a technological change is introduced and is likely to affect the terms, conditions or tenure of employment of any employee, the Employer shall give notice of the technological change to the Union at least ninety (90) days prior to the date on which the technological change is to be effective.

The notice shall be in writing and shall state:

- (a) The nature of the technological change.
- (b) The date upon which the Employer intends to effect the technological change.
- (c) The number and type of employees likely to be affected by the technological change.
- (d) The effect that the technological change is likely to have on the terms and conditions of tenure of employment of the employees affected.

23.03 Training

In the event of technological change, the Employer may request an employee to upgrade or improve skills as required by the technological change.

ARTICLE 24 TERM OF AGREEMENT

24.01 Duration

This Agreement shall be binding and remain in effect from April 1, 2008 to March 31, 2012, and shall continue from year to year thereafter unless either party gives to the other party notice in writing as set out in Article 24.03.

24.02 Changes in Agreement

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

24.03 Notice of Changes

Either party may, not less than thirty (30) days or more than ninety (90) days prior to the expiry date of this agreement, give notice in writing to the other party to renegotiate a revision thereof.

24.04 Retroactivity

SCHEDULE A – A new wage scale shall be attached and be part of this CBA and reflect a 14% increase retroactive to April 1, 2010.

It is agreed upon by the parties that a \$1,000.00 signing bonus will be issued by the employer upon ratification of this agreement for all employees of CMHA PA Branch as of March 31, 2010.

24.05 Wage Re-opener

The employer shall provide full disclosure to the AAA within thirty (30) days of any new or additional funds made available by the Health Region or any other funding agent.

Within a reasonable amount of time following notification, either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement.

Following ratification of amendments, a joint letter shall be sent to the funding agent outlining distribution of funds.

Canadian Mental Health Association, Prince Albert Chapter

SCHEDULE A

**Monthly Wage Rates
(Hourly)
Effective April 1, 2010**

Program Assistant	\$1,825.50 (\$12.04)	\$1,884.57 (\$12.43)	\$1,943.64 (\$12.81)	\$2,002.72 (\$13.20)	\$2,063.69 (\$13.61)	\$2,122.77 (\$14.00)
Life Skills Assistant	\$2,058.08 (\$13.57)	\$2,130.38 (\$14.04)	\$2,202.83 (\$14.55)	\$2,284.73 (\$15.06)	\$2,364.76 (\$15.60)	\$2,448.61 (\$16.14)
Bookkeeper I	\$2,774.45 (\$18.30)	\$2,860.20 (\$18.86)	\$2,949.76 (\$19.45)	\$3,039.32 (\$20.05)	\$3,136.50 (\$20.68)	\$3,233.68 (\$21.32)

SIGNING PAGE

Memorandum of Agreement between Canadian Mental Health, Prince Albert Chapter and Saskatchewan Government and General Employees' Union, signed this 29th day of November, 2010, A.D.

Canadian Mental Health Association,
Prince Albert Chapter
Represented by:

The Employees of Canadian Mental
Health Association, Prince Albert Chapter
Represented by:

Doug Kinar, Executive Director

Diane Shinkewski

Dave Rascher, Board Member

Sandy Evanovich, Treasurer, SGEU

Kelly Hardy for SGEU

APPENDIX 1

Temporary Employees

Temporary Employee refers to any individual who is working for the Association against a permanent position in any of the Branches of Canadian Mental Health Association. This situation would arise if a position needed to be filled due to a leave of absence of the incumbent or during the hiring process to permanently fill the position. A permanent position can be filled by a temporary employee for up to a year at the discretion of the employer.

The agreement between the Union and Association shall be applicable to temporary employees as follows:

Articles 1, 2, 4, 8, 9, 12, 13, 14, 15, 16, 17.02, 17.03, 17.04, 17.05, 18, 19, 20, 21, 22

This Appendix does not apply to permanent employees who accept temporary appointments. They will continue to receive full rights and benefits under the collective agreement.

APPENDIX 2

Employees Hired on a Grant

Employees Hired on a Grant refers to any individual who has been hired against a specific funding Grant opportunity. A Grant shall not be used to hire individuals to perform tasks normally performed by permanent employees in the Association.

As salary, range, increment, and possible yearly increase are solely dependent upon the terms and conditions of the Grant, these shall not form part of the agreement for their first twelve (12) months of employment. Despite these constraints, the employer agrees to make every effort to obtain fair and just salary and benefits for specified work.

The agreement between the Union and Association shall be applicable in full to employees hired on a Grant after twelve (12) months of continuous employment with the Association. For the first 12 months of employment, the following articles only will apply:

Articles 1, 2, 4, 9, 13, 14,
15 (prorated based on percentage of time worked and unless the employee is to receive holiday pay as a condition of the grant),
16,
17 (limited to 17.01 - 17.04, and 17.07),
18, 19,
20 (depending on clarification with benefit source and upon conditions of the grant),
21, 22

APPENDIX 4
LETTER OF UNDERSTANDING

RE: Funding

The Union and Canadian Mental Health Association agree that the funding currently provided to community-based, non-governmental organizations involved in the delivery of human services is adequate and that funding policies require review.

The Parties further agree that it is in their mutual interest to bring about changes in funding policies that will provide for a more adequate and stable funding base for NGOs.

CMHA and SGEU agree to work together where:

1. The goals and objectives of the Union are consistent with those of CMHA; and
2. The processes and practices utilized to achieve this end by the Union are acceptable to CMHA.

Canadian Mental Health Association,
Prince Albert Chapter
Represented by:

The Employees of Canadian Mental
Health Association, Prince Albert Chapter
Represented by:

Doug Kinar, Executive Director

Diane Shinkewski

Dave Rascher, Board Member

Sandy Evanovich, Treasurer, SGEU

Kelly Hardy for SGEU

Date: November 29, 2010

Date: _____

APPENDIX 5

**LETTER OF UNDERSTANDING
between
THE CANADIAN MENTAL HEALTH ASSOCIATION
and
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES UNION**

Re: Human Services Worker 3

The Union and the Canadian Mental Health Association agree that if the position of Human Services Worker 3 (Mental Health Worker 3) is filled, the position will be within the scope of the collective agreement and will be covered by its terms and conditions.

Canadian Mental Health Association,
Prince Albert Chapter
Represented by:

The Employees of Canadian Mental
Health Association, Prince Albert Chapter
Represented by:

Doug Kinar, Executive Director

Diane Shinkewski

Dave Rascher, Board Member

Sandy Evanovich, Treasurer, SGEU

Kelly Hardy for SGEU

Date: November 29, 2010

Date: _____

APPENDIX 6

LETTER OF UNDERSTANDING

Re: Leisure Group Workers

The Parties agree that if CMHA obtains yearly funding for leisure group workers, they will fall under the scope of the collective agreement. The parties will then meet to negotiate their wages and working conditions.

Canadian Mental Health Association,
Prince Albert Chapter
Represented by:

The Employees of Canadian Mental
Health Association, Prince Albert Chapter
Represented by:

Doug Kinar, Executive Director

Diane Shinkewski

Dave Rascher, Board Member

Sandy Evanovich, Treasurer, SGEU

Kelly Hardy for SGEU

Date: November 29, 2010

Date: _____