

**CANADIAN MENTAL
HEALTH
ASSOCIATION
SASKATOON BRANCH INC.**

**April 1, 2010 -
March 31, 2012**

COLLECTIVE AGREEMENT

SGEU

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CANADIAN MENTAL HEALTH ASSOCIATION
SASKATOON BRANCH INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5133
APRIL 1, 2010 TO MARCH 31, 2012**

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ARTICLES OF AN AGREEMENT made in duplicate this ____ day of _____,
2011 A.D.

BETWEEN

THE CANADIAN MENTAL HEALTH ASSOCIATION - SASKATOON 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.

PREAMBLE

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 1 INTERPRETATION

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

Casual means a person engaged to perform work of a casual or emergent nature.

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.

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.

Employee or **Employees** means a person to which the terms of this Agreement apply.

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 Article 3.

Employer or **Association** means the Canadian Mental Health Association, Saskatoon Branch Inc.,

Executive Director means the Executive Director, Canadian Mental Health Association, Saskatoon Branch Inc.

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.

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.

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

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

Spouse refers to the significant partner to whom the employee is married, whether by contractual marriage, living common-law or established period of monogamous co-habitation of at least one full calendar year, regardless of gender.

Temporary means a full-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.

Temporary employee refers to any individual who is filling a permanent position for the 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.

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

Union means the Saskatchewan Government and General Employees' Union representing all employees of the Canadian Mental Health Association, Saskatoon Branch Inc.,

ARTICLE 2 SCOPE

2.1 The terms of this Agreement shall apply to all employees of the Canadian Mental Health Association, Saskatoon Branch Inc., excluding the following:

2.2 Executive Director.

ARTICLE 3 UNION SECURITY

3.1 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 2.2. 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 Executive Director without the proper authorization of the Union. The Union will supply the Employer's representative with the name of its officers.

3.2 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.

3.3 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 for contracting out.**

3.4 Employees Hired on a Grant

3.4.1 Employees hired on a grant refer to any individual 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.

3.4.2 Employees hired on grants up to twelve (12) months shall be excluded from the scope of this agreement.

3.4.3 The parties to the agreement shall negotiate inclusion or exclusion within the scope of this agreement for employees hired on grants over twelve (12) months. If the Employer is aware at the beginning or, should there be an extension to an employee to which Article 3.4.2 applies, that would extend the initial term beyond the twelve (12) months, the parties agree to meet within thirty (30) days to negotiate.

3.5 Non Discrimination

There shall be no discrimination by reason of age, sex, political activity, **religion**, marital status, sexual orientation, **place of origin, creed, family status, disability, colour, ancestry, nationality, race or perceived race, or receipt of public assistance**, nor by reason of membership or activity in the Union.

3.6 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.

3.7 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 **her** 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.

3.8 Union Dues/Check Off/Membership Information

The Employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit such deductions to the Union at the conclusion of each month.

- 3.8.1 **The Employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.**
- 3.8.2 **The Employer shall inform the Union of any new hires, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.**
- 3.8.3 **The Employer shall provide the information electronically via secure encrypted format, format to be provided by the Union.**
- 3.8.4 **The Union shall provide the electronic template to the Employer.**

3.9 **Income Tax (T-4) Slips**

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

3.10 **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 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.

3.11 **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.

3.12 **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. The representative shall have access to the employees, during working hours, in order to investigate and assist in settling any grievances.

3.13 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in the workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

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

3.15 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 Executive Director.

3.16 Employer Policies

CMHA Employer Personnel Policies and revisions to which the staff are expected to adhere shall be submitted to the Bargaining Chair. Policies shall include the date the policy was implemented, or revised.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 Definition of Grievance

A grievance shall be any unsettled complaint/dispute arising out of the application and/or interpretation of the contents of this Agreement.

4.2 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.

Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the Executive Director. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

4.3 Names of Stewards

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

4.4 Permission to Leave Work

a) Any employee who feels 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) **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.**
- c) **No employee, steward, or elected CHMA Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.**

4.5 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.

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

At any stage during the Grievance Procedure the time limits may be extended by mutual agreement between the parties.

The twenty-one (21) calendar day period for initiating a grievance shall commence after this meeting.

4.5.1 Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Agreement Administration Advisor on behalf of the aggrieved to the Executive Director or designate within twenty-one (21) calendar days of failure of resolution at the local level.

The Executive Director shall render a written decision to the SGEU Agreement Administration Advisor with a copy to the grievor and steward within twenty-one (21) calendar days of receipt of the grievance.

Step 2 – Meeting

Upon receipt of the Step 1 letter, the SGEU Agreement Administration Advisor within twenty-one (21) calendar days may request a meeting with the Executive Director or designate. The meeting shall be scheduled within twenty-one (21) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting shall include the grievor, steward if available, the SGEU Agreement Administration Advisor and the Employer. Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.

The meeting shall:

- a) Attempt to ascertain the facts and negotiate a resolution.**
- b) If possible, agree to a joint statement of facts.**
- c) Based on the meeting the SGEU Agreement Administration Advisor and the Executive Director may agree in writing to mediate the dispute.**

If settlement is not reached at Step 2, the Executive Director or designate shall render the decision in writing within twenty-one (21) calendar days of the meeting.

Step 3 – Mediation

If settlement is not reached at Step 2, by mutual agreement the parties within twenty-one (21) calendar days may apply for Mediation.

Step 4 – Arbitration

If settlement is not reached at Step 3, the SGEU Agreement Administration Advisor within twenty-one (21) calendar days may apply for Arbitration.

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.

4.5.2 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, mediation or arbitration proceedings.**

4.6 Deviation from Grievance Procedure

After a grievance has proceeded to Step 1 by the Union, the Employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

4.7 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. **The arbitrator shall rule on all technical objections.**

The time limits set out in Grievance Procedures may be extended by mutual agreement between the parties.

4.8 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.

4.9 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 5 MEDIATION / ARBITRATION

5.1 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 the parties by mutual agreement may engage mediation services to resolve a grievance. The mediator shall be agreed to by the Employer and the Union, and the costs associated with the mediation process, if any, shall be equally shared between the parties.

When an employee is requested during the mediation process the Employer shall grant leave without loss of pay which shall be paid by the Employer.

5.1.1 Selection of a Mediator

The parties shall reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have a mediator appointed.

5.1.2 Role of the Mediator

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

5.1.3 Rules Applicable to Grievance Mediation

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

Settlements reached at mediation shall not be considered a precedent or normal practice and shall not be raised in support of any future grievance.

Anything said or done at mediation shall not be used against either the Employer, employee or the Union at any subsequent arbitration.

At any subsequent arbitration hearing, or any hearing on the matter by the Labour Relations Board, the mediator shall not be a witness.

No transcripts or records shall 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 shall have the authority to conclude a settlement at mediation.

5.1.4 Grievance Mediation Process

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

The process shall 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 shall be put in writing, and signed by the parties.

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

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

5.2 Arbitration

5.2.1 Selection of an Arbitrator

The parties shall reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

5.2.2 Procedure

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.

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 17.10.2, and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

5.2.3 Decision of the Arbitrator

The arbitrator shall render a decision within thirty (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.

5.2.4 Expenses of the Arbitrator

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

ARTICLE 6 DISCIPLINE, SUSPENSION, DISMISSAL

6.1 Right to Have a Steward

Every employee has the right to be represented by a Union Steward or SGEU Agreement Administration Advisor of her choosing at any meeting or investigative proceeding with the Employer which might lead to discipline.

- a) **Where the Employer intends to meet with an employee for disciplinary purposes or which may lead to discipline, the employee shall be so notified in writing or by email, in advance, the purpose of the meeting, and informed of the right to have a steward or SGEU Agreement Administration Advisor present at the meeting. The member shall be given sufficient time to arrange Union representation and if necessary to schedule for a later date.**
- b) **An employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange Union representation, which may result in reconvening the meeting at a later time and date.**
- c) **Failure of the Employer to provide the right to Union representation shall render all resulting discipline null and void.**

6.2 Paid Leave During Investigation

When an employee's conduct is considered by the Executive Director to warrant dismissal, such employee shall be placed on **paid leave during investigation and until such time as the Employer imposes a disciplinary sanction or the employee is returned to work.**

The Union shall be provided a copy of the final investigation report if and when the Employer takes disciplinary action against the employee.

If, at the expiration of **twenty-one (21)** calendar days, the Union has not filed a grievance, the dismissal shall take effect.

6.3 Grievances submitted under **Article 6.2** may proceed directly to Step 2 of the grievance procedure (outlined above).

6.4 Wrongful Dismissal or Suspension

Should an employee be dismissed or suspended, and it is later established that such dismissal or suspension was unfair or not in accordance with the provisions of this Agreement, she shall be returned immediately to her former status in all respects and shall be compensated for the loss of wages and credited with earned benefits. The Employer may only fill the position on a temporary basis until final disposition of the dispute.

6.5 Progressive Discipline

Both parties agree 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. It is understood that coaching is not discipline.

The Employer acknowledges the right of employees, including those employees on initial 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:

6.5.1 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 (1) of the following actions being taken by the Employer:

- a) Verbal reprimand**
- b) Written reprimand**
- c) Suspension**
- d) 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:

6.5.2 Disciplinary Action

Where the Employer intends to meet with an employee for disciplinary purposes, or is likely to lead to discipline, the employee shall be so notified in advance of the purpose of the meeting, and informed of the right to have a Union Representative present at the meeting. The member shall be given sufficient time to arrange Union representation and if necessary, to schedule a meeting at a later date if Union representation was unavailable.

6.5.3 Burden of Proof

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

6.5.4 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. An employee may request to add any pertinent information to her file. 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 her file.

The Executive Director shall be present with the employee and/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 twenty-four (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.

6.5.5 Verbal Reprimand

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

A Steward or Union Representative shall be present as a witness.

6.5.6 Letter of Reprimand

If the employee displays no positive response to the verbal reprimand, the Executive Director shall reprimand that employee by means of a letter of reprimand to the employee within sixty (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.

6.5.7 Suspension

The employee shall be given notice of the suspension and the reasons for it in writing. The day(s) of suspension shall be included. A copy shall be sent concurrently to the Union office. The suspension shall be with pay pending an investigation.

6.5.8 Dismissal

Dismissal shall be effected by the Executive Director. 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, shall be entitled to notice or pay in lieu of such notice in accordance with Labour Standards.

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave due to 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.

There shall be a Union observer during any disciplinary investigation with an in-scope employee.

6.5.9 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 or dismissal.

6.6 Right to Refuse Unsafe Work – No Discipline

Members have the legal right to refuse unsafe work under the Occupational Health and Safety Act.

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 reassigned until the Occupational Health Committee is satisfied with safety modifications.

6.7 Involuntary Demotion

Thirty (30) 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.

6.8 Justice and Dignity

An employee **who has been reprimanded, failed to be appointed, demoted, suspended or loses** 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 **notice**.

ARTICLE 7 SENIORITY

7.1 Definition

The seniority of an employee is defined as the length of service (start date) with the Employer.

7.2 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.

The Employer 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 shall also be provided to the Union.

Employees shall 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 shall be corrected.

7.3 Maintenance and Accrual

Seniority shall be maintained and accrued during:

- a) All periods of paid leave.
- b) Leave of absence without pay for periods not exceeding thirty (30) days.
- c) Parental Leave (maternity, paternity and adoption).
- d) Wage replacement benefits for a period of one (1) year or less for Workers' Compensation benefits, SGI benefits, and Long Term Disability benefits.

Maintenance of Seniority

Seniority shall be maintained, but shall not accrue during:

- a) Periods of unpaid leaves of absence over thirty (30) days.
- b) Layoff.
- c) Appointments to a permanent out of scope position.
- d) Wage replacement benefits for a period longer than one (1) year for Workers' Compensation Benefits, SGI benefits and Long Term Disability benefits.
- e) Employees under Article 10.4 Re-Employment.
- f) Employees under Article 17.1 Leave of Absence for Full-Time Union Position.

7.4 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) Dismissal for just cause;
- b) Voluntary resignation **or retirement** in writing;
- c) Continuous lay-off in excess of **thirty-six (36)** months;
- d) Failure to return to work without an acceptable reason to management following the completion of a leave of absence or within fifteen (15) days' notification by the Employer to return to work following a lay-off, unless through sickness or other just cause.

ARTICLE 8 APPOINTMENTS, STAFF CHANGES AND HIRING PROCESS

8.1 Vacancies shall be posted internally for fifteen (15) working 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 and who have advised the Employer in writing they want to receive postings during their absence.
- d) And to the Union.

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.

8.2 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.**

8.3 Outside Advertising

Outside advertising will only take place after it is determined that there are no in-house qualified applicants who have applied within the fifteen (15) working day in-house procedure. No outside applicants shall be interviewed until applications of present employees have been considered and it has been established that no internal applicant is qualified for the position.

Upon mutual agreement between the parties the Employer may simultaneously post positions within the unit and outside the bargaining unit.

8.4 Role of the Union on Internal Hiring

The Union Representative shall attend the interviews of internal applicants only.

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 interviews.

The Union shall be entitled to have a representative present during the interviews as an observer.

The Union Representative shall be Employer paid.

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

8.5 Appointment of Senior Qualified Applicant

Positions shall be filled by the senior qualified applicant. Seniority shall 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 shall notify the applicant and the Union in writing with her reasons, and the applicant shall be entitled to engage expedited arbitration procedure (arbitration without having to engage the grievance procedure).

No posting shall be cancelled once it has been determined there is at least one internal qualified applicant unless agreed to by the parties. Such approval shall not be unreasonable withheld.

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

8.6 Notification of Successful Competition

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

8.7 Probationary Periods

- a) Employees hired into **full-time positions** upon initial appointment shall serve a probationary period of six (6) months from the date of appointment.
- b) **Employees who work less than full-time and at least one-half (1/2) time will have a twelve (12) month probationary period.**
- c) Employees on promotion shall serve an additional probationary period of three (3) months in their new position.
- d) **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.**

- e) **An employee who, as a result of a reduction in staff, assumes a new position, shall be allowed the minimum of the probationary period of the classification to familiarize herself with her new duties. Should the new position be a lateral move/within the same classification no probationary period shall be required.**

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.**

8.8 Assessment While on Probation

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

- a) **Performance requirements established by the Employer shall be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements shall be established based on the classification specification and the job description and shall include the responsibilities, knowledge, skills, and abilities appropriate to the job.**
- b) **Two (2) written performance assessments shall be completed for each employee during the probationary period. Performance assessments shall be conducted at:**
 - i) **Two (2) and five (5) months in the case of a six (6) month probationary period.**
 - ii) **Five (5) and eleven (11) months in the case of a twelve (12) month probationary period.**
 - iii) **Two (2) months in the case of an employee on promotion serving an additional probationary period of three (3) months.**
 - iv) **Additional performance assessments may be conducted at the discretion of Employer.**
- c) **Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment.**

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

8.9 Completion of Probationary Periods

If the employee is not notified otherwise by the expiry date of the probationary period, the employee shall be deemed to have passed.

8.10 Initial Probation

While on probation, employment may be terminated for any reason of general unsuitability by the Executive Director, written notice of the reasons for dismissal shall be provided. The employee will be given an opportunity to respond. The employee shall be informed of the right to have a Union Representative present. A copy of the dismissal notice shall be sent concurrently to the Union office. Employees are restricted to grieving violations of Article 3.5 and Article 8.8 only. If the employee is not notified by the expiry date of the initial probationary period, the employee shall be appointed to the position.

ARTICLE 9 JOB SECURITY

9.1 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, Saskatoon Branch Inc. and the Union.

9.2 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the Employer shall strive to ensure that the provisions of the *Trade Union Act*, specifically Section 37 are adhered to.

ARTICLE 10 LAY-OFFS AND RECALLS

10.1 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force, job abolishment or a reduction in the regular hours of work as defined in this Agreement.

10.2 Conditions Required for Lay-Offs

Should any permanent position be threatened with elimination as a result of declining funding or program termination, the Union and representatives of the Employer shall meet within forty-eight (48) hours of the Employer receiving notice of cuts in program funding which could necessitate the lay-off of employees.

10.3 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.

10.4 Written Notice of Lay-Off

Written notice, as shown below, shall be given to any employee who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- a) Four (4) weeks written notice if the period of employment is less than five (5) years;
- b) Six (6) weeks written notice if the period of employment is five (5) years or more, but less than ten (10) years;
- c) Eight (8) weeks written notice if the period of employment is ten (10) years or more.

If an employee has not had the opportunity to work the days as provided in this article she shall be paid for the days for which work was not made available. A copy of the notice of lay-off shall be sent to the SGEU Agreement Administration Advisor.

10.5 Re-Employment

Employees who are laid off 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 three (3) years or until the employee requests their name to be removed from the re-employment list. It shall be the employees' responsibility to contact the Employer to update any contact changes during the three (3) years.

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 8.

Employees who are not re-employed within three (3) years shall lose their seniority.

10.6 Recall Procedure

- a) Employees shall be recalled in the order of seniority.
- b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority. If the employee rejects three call-backs, then her name shall be removed from the re-employment list.
- 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 **three (3)** years following the date of lay-off.
- d) Employees shall be given thirty (30) days' notice of recall in written form.
- e) It is incumbent upon the employee to provide an up-to-date address and phone number to the Employer while on lay-off.

- f) The employee shall give notice of acceptance/rejection of any call-back within fourteen (14) calendar days.

10.7 **No New Employees**

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

10.8 **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 **SGEU Agreement Administration Advisor**. If the employee has not had the opportunity to work the days as provided in this Article, **she** shall be paid for the days for which work was not made available.

10.9 **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.

10.10 **Employer Amalgamation**

In the event the Employer merges or amalgamates with any other body, the parties will make their best efforts to 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 provision in effect with either Employer.**
- d) **No employee suffers a loss of employment as a result of the merger.**
- e) **Preference in location of employment arising from the merger is determined on the basis of seniority.**

ARTICLE 11 HOURS OF WORK

- 11.1 a) Regular hours of work shall be seven and three-quarters (7 3/4) hours per day (average thirty-five (35) hour work week), Monday to Friday with employees receiving every second Friday or Monday off as a regular earned day off (EDO). Employees are entitled to a twenty (20) minute work break in the morning and afternoon **with a forty-five (45) minute unpaid lunch break**. Core hours of work shall be 8:00 a.m. to 4:30 p.m. Any deviation from this will only be by agreement between the parties.

- b) Where operational coverage problems require a EDO to be rescheduled, the EDO will be taken on another date, mutually agreed upon by the employee and the Executive Director.
- c) EDOs that fall on a statutory holiday shall be rescheduled to the preceding or next following working day by mutual agreement.
- d) Each employee is required to submit a monthly attendance statement to the Executive Director as a record of time worked.

11.2 Employees who work on camps and overnight tours will be credited with one (1) earned day off with pay for each day worked.

ARTICLE 12 OVERTIME

12.1 Definition

Authorized hours worked in excess **sixty-nine point seven five (69.75)** hours in a two (2) week period or all hours worked on a day of rest or designated holiday shall be considered overtime.

12.2 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) **which shall be taken as time off in lieu unless agreed to otherwise between the parties.**

12.3 Time Off in Lieu

Time off in lieu is defined as those hours over the regular hours of work, or work on scheduled days of rest, that the employee volunteers to work without being requested to do so by management. Amounts of time equivalent to the number of hours worked can be banked, to be taken off at a time mutually acceptable to employee and Executive Director. **Time Off in Lieu 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.** Such accumulated banked time is not to exceed a total of twenty-five (25) hours in either six (6) month period: April 1 to September 30 and October 1 to March 31.

In extenuating circumstances, the Executive Director may allow an employee to exceed the twenty-five (25) hours in either six (6) month period. Written approval must come prior to exceeding the hours, where possible.

Employees cannot lose hours worked under this clause but the Employer may assign the time off with pay if mutually agreeable dates are not found within the above time frames.

12.4 **Voluntary Overtime**

No employee shall be required to work overtime against her wishes when the work can be done by other employees.

12.5 **Conference and Educationals**

Time spent by employees who attend conferences or educationals, shall be considered as time worked, including travel time to and from conferences outside Saskatoon. Expenses shall be claimed as per Article 21.

ARTICLE 13 DESIGNATED HOLIDAYS

13.1 **Designated Holidays**

For the purposes of this Agreement, designated holidays shall mean: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, December 24, 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.

13.2 **Christmas Closure**

In addition all employees shall be paid full wages for all work days between Boxing Day and New Year's Day without being required to work.

If an employee's EDO falls during this week, they shall move their EDO to a mutually agreeable day.

13.3 **Working on a Holiday**

An employee who is assigned to work on a holiday shall be in accordance with **Article 12.2**.

ARTICLE 14 VACATIONS

14.1 **Definition**

Vacation means annual vacation with pay.

14.2 Vacation Year means the twelve (12) month period commencing on the first day of October in each calendar year and concluding on the thirtieth day of September of the following calendar year unless prior agreement provides alternate dates.

14.3 **Vacation Benefits**

a) Vacation is not earned while an employee is on unpaid leaves of greater than thirty (30) calendar days.

- b) Annual vacation for full-time employment shall be earned at the rate of fifteen (15) working days per year, increasing at the rate of one (1) additional day per year after the first year to a maximum of six (6) 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>	<u>Number of days Earned in a month</u>
1	15	1.25
2	16	1.33
3	17	1.42
4	18	1.50
5	19	1.58
6	20	1.67
7	21	1.75
8	22	1.83
9	23	1.92
10	24	2.00
11	25	2.08
12	26	2.17
13	27	2.25
14	28	2.33
15	29	2.42
16 or more	30	2.50

- 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.

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.

- d) Less than full-time employees shall earn vacation benefits on a pro rata basis.

14.4 **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, providing the employee submits a written plan on how they will use their excess vacation entitlements.

14.5 **Vacation Schedules**

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

- a) granted bereavement leave, or

- b) granted sick leave for an illness of a serious nature that requires hospitalization or confinement of **five (5)** or more days for which a medical certificate substantiating proof of illness is provided,

the period of vacation leave so displaced is reinstated.

14.6 Vacation Pay on Termination

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.

14.7 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.

14.8 Vacation Schedule

Annual vacation shall be mutually agreed by the employee and the Employer. The Executive Director will approve vacation requests based on seniority. A request for summer vacation shall be posted by the Executive Director on May 1st of each year. Employees shall respond in writing no later than May 15th. The Executive Director must respond in writing prior to May 31st. After May 31st, all other vacation requests will be approved by the Employer on a first come first serve basis.

ARTICLE 15 SICK LEAVE

15.1 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.

15.2 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 **one hundred forty (140)** days.

15.3 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 **one hundred forty (140) work** days. No remuneration shall be granted in lieu of unpaid sick leave benefits at termination of employment.

15.4 **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.

15.5 **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 **by the Employer, the Employer shall pay for the medical certificate, up to a maximum of twenty dollars (\$20.00) for each receipt.**

15.6 **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.

15.7 **Sick Leave Records**

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

15.8 **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.

15.9 **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.

15.10 **Recognition of Social Illness**

CMHA Saskatoon **Branch Inc.** 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 the family member in said treatment or rehabilitative program.

Immediate family includes domestic partner, brother, sister, parent, child, grandparent, grandchild, in-law, aunt, uncle, first cousin, or any other person with whom a significant close personal relationship is maintained.

ARTICLE 16 PERSONAL WELLNESS DAYS

16.1 Two **(2)** paid **Personal Wellness Days** can be accessed by all employees with approval of the Executive Director. **Personal Wellness Days** must be taken within the period April 1 to March 31 and are not available for carry over into the next period.

ARTICLE 17 LEAVE OF ABSENCE

17.1 Leave of Absence for Full-Time Union Position

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 **(1)** year. Such leave may be renewed each year during the term of office. The employee may, with one **(1)** month written notice, cause their name to be placed on the re-employment list as in Article 10.5.

17.2 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 15.4. On request, employees will be required to show proof of such care.

Employees are required to notify the Executive Director of all leave of absence in written format.

17.3 Bereavement Leave

Bereavement leave with pay shall be granted to an employee. Such leave shall consist of up to five (5) days annually and shall be taken against sick leave, or leave without pay if no sick leave credit exists. Additional time shall be granted under extenuating circumstances. This will be applicable in the case of members of the immediate family, including domestic partner, brother, sister, parent, child, grandparent, grandchild, in-law, aunt, uncle, first cousin or any other person with whom a close personal relationship is maintained.

17.4 **Family or Personal Necessity**

Necessary time off work with pay may 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.

17.5 **Maternity, Paternity, Adoption Leave**

An employee shall be entitled to maternity leave without pay provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. Such an employee shall not be denied the right of employment solely on the basis of pregnancy.

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.

17.6 **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.

17.7 **Jury Duty and Court Witness**

Time spent by an employee to serve as a juror or court witness during their regular working hours shall be considered time worked at the appropriate rate of pay.

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.

17.8 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 (1) month.

17.9 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.

17.10 Leave of Absence for Union Business

17.10.1 With Pay

The Employer agrees that employees may 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 (subject to reimbursement in accordance with Article 17.10.2) 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) It shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld, and**
- d) The Union agrees to provide five (5) days written notice of requests for union leave, except in unusual circumstances.**

The following provisions shall apply to such leaves:

- a) The Employer shall 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.**

17.10.2 Union to Reimburse the Employer

When the employee is on Union leave, the Union shall reimburse the Employer for the full cost of the earnings of the employee on leave.

17.10.3 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 shall not result in additional cost to the Employer.

17.11 General Leave

Upon application, an employee shall 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.

17.12 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 up to three (3) years.**
- 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) If an employee is not able to return to work after three years absence due to illness or injury the following shall apply:**
 - i) The employee's position shall be filled on a permanent basis.**
 - ii) The employee will be placed on a recall list for a maximum period of three years. During this period the employee will be offered any vacancy that occurs for which they are qualified. The employee is permitted to refuse any offered position(s) during this period.**
 - iii) Employees will not be entitled to any benefits while on the recall list but will retain existing seniority as per c) above.**

- e) 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.
- f) While off work employees are responsible for providing the Employer with their accurate up-to-date contact information.

ARTICLE 18 PAY ADMINISTRATION

18.1 The wage schedule covering employees occupying positions in the classification plan shall be set out in Appendix A, forming part of this Agreement.

18.2 Equal Pay for Similar Work

Employees shall receive equal pay for similar work.

18.3 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 **she** 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 **she** 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 **twenty-four (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, increments 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.

18.4 Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Appendix A, except where there is agreement between the Employer and the Union to hire above the minimum.

18.5 Pay Periods

Employees shall be paid bi-monthly.

18.6 Statement of Earnings

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

18.7 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.

18.8 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 percent (**8%**) increase. In such a case, her rate shall be adjusted to the step in the pay range yielding at least **eight percent (8%)**.

18.9 Temporary Assignment of Higher Duties

When filling an out-of-scope position, the employee **shall** be paid an additional twelve percent (**12%**) over and above their regular pay.

The temporary assignment of higher duties shall be offered to the senior qualified employee when the Executive Director is either on sick leave or on vacation of any length of time longer than three (3) consecutive days. The temporary assignment of higher duties is retroactive to the first day of coverage once the fourth day begins.

When a senior qualified employee does not want the temporary assignment of higher duties, they shall indicate so in writing.

A vacancy of a temporary nature may be filled by **TAHD** 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

19.1 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.

19.2 Classification Shall Be Submitted to the Union

The Employer agrees to submit to the Union, job descriptions for all new positions and classifications.

19.3 **Changes in Classification**

When the volume of work or the duties of any classification is altered or changed, or where the Union or the employee feels **she** is incorrectly classified, or when a new classification not covered in Appendix A is being created during the term of this Agreement, the rate of pay, hours of work, and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification.

When reclassification is due to new or additional duties and responsibilities, the most senior qualified employee shall be appointed.

19.4 **Downward Classification**

No employee shall have **her** wages reduced as a result of downward classification, unless such downward classification is a result of a demotion. Such an employee's name shall be placed on a re-employment list for a class of positions similar to and with the same salary range as **her** position before it was downgraded. A period of probation will not be required if the downward classification is required of a permanent employee. Increment dates and seniority shall remain as prior to the downward classification.

ARTICLE 20 EMPLOYEE BENEFITS

20.1 **Workers' Compensation Pay Supplement**

An employee prevented from performing **her** 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 continue to be paid their regular wages by the Employer, the employee shall assign their workers compensation benefits to the Employer. If **her** application to the Workers' Compensation Board is rejected **she** will be granted sick leave or leave without pay.

20.2 **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, up to the insurance deductible, 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.

20.3 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 **probation**.

The Association will contribute **seven point three percent (7.3%)** (inclusive of **point three percent (.3%)** administration fee) of an employee's salary into the defined contribution pension plan. **The Employer's contribution shall be equal to seven point three (7.3%) effective April 1, 2010.**

Contributions to the CMHA Pension Plan shall be deducted and submitted on a monthly basis to those plans. Employees may opt to provide their own contributions in accordance with Plan policy.

20.4 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.

20.5 SGEU Group Life and Accidental Death and Dismemberment

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

20.6 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 **3A**. Premiums are paid **one hundred percent (100%)** by the Association.

The Employer agreed to pay increase vision care to a maximum of four hundred dollars (\$400) every two (2) calendar years.

20.7 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 **one hundred percent (100%)** by the Association.

20.8 Employee and Family Assistance Plan (EFAP)

The Employer will continue to provide an EFAP. The Employer will consult with the employees regarding enhancements to the Plan.

20.9 **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 **her** duties for the Employer. In such a suit, the Employer retains the right to appoint the legal advisor for such an employee.

20.10 **Eligibility**

Full-time employees shall be eligible for the SGEU benefits after three (3) months of employment. Less than full-time employees shall be eligible after **four hundred fifty five (455)** hours of work.

ARTICLE 21 TRAVEL AND ALLOWANCES

21.1 **Use of Employee Vehicle**

As a condition of employment, the Employer does not require anyone to own an automobile. The employee may elect to use **her** 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.

21.2 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 **(1)** month of the changes to the rates.

21.3 **An employee using their vehicle for Employer business shall have the cost of liability insurance in the amount of \$1,000,000 paid for by the Employer each year with receipt.**

ARTICLE 22 SAFETY AND HEALTH

22.1 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.

22.2 **Meetings**

A Joint Employer-Employee Occupational Health and Safety Committee shall be established. The Committee shall consist of the Executive Director and one **(1)** employee selected from the members.

22.3 **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 **she** 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.

22.4 **First Aid**

Adequate first aid kits shall be made provided. 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 the first aid station.

22.5 **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.

22.6 **Protective Clothing and Equipment**

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

22.7 **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.

22.8 **Occupational Health Committee**

The Occupational Health and Safety Committee shall have a continuing responsibility with respect to the health and safety at the work place. The Committee 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 Committee 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.

22.9 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**

Every committee meeting will be recorded in its official minutes, copies of which will be posted in the work place on a bulletin board with copies promptly forwarded to the Employer 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 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 **she** 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 of Labour.

22.14 **Computer Monitors**

Wherever computer monitors 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 Employer shall have an up-to-date Harassment Policy, which will be reviewed periodically and posted as per Occupational Health and Safety rules.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.1 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.

23.2 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.

23.3 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 LABOUR/MANAGEMENT RELATIONS

24.1 Employer Shall Notify Union

The Employer agrees that any reports or recommendations dealing with matters of policy which relates to conditions of employment and which affect employees within this Bargaining Unit shall be communicated to the Union.

ARTICLE 25 TERM OF AGREEMENT

25.1 Duration

This Agreement shall be binding and remain in effect from April 1, **2010** 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 25.3.

25.2 Changes in Agreement

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

25.3 Notice to Bargain

Either party, **to this Collective Agreement desiring to propose changes to this Agreement shall, no more than sixty (60) days and no less than thirty (30) days prior to the** expiry date of **the Agreement, give notice in writing to the other party of their intent to negotiate revisions.**

25.4 Retroactivity

All changes in the new agreement shall be effective the date of signing unless otherwise specified.

APPENDIX A

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

Administrative Generalist	\$ 3,016.37 (\$19.89)	\$ 3,105.08 (\$20.47)	\$ 3,203.44 (\$21.12)	\$ 3,301.81 (\$21.77)
Mental Health Worker	\$ 3,051.08 (\$20.11)	\$ 3,149.45 (\$20.77)	\$ 3,251.22 (\$21.38)	\$ 3,351.96 (\$22.10)

Employees with ten (10) years of continuous service shall receive an additional increment of \$50/month.

Employees with fifteen (15) years of continuous service shall receive an additional increment of \$75/month.

This is retroactive to April 1, 2010.

APPENDIX B

LETTER OF UNDERSTANDING #2008 – 01

Between

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

And

CANADIAN MENTAL HEALTH ASSOCIATION – Saskatoon Branch Inc.

Re: Casual Staff

The parties agree that CMHA Clients working as Casual Employees are not members of the Union and excluded from the Terms of this Agreement.

SIGNING PAGE

THE CANADIAN MENTAL HEALTH ASSOCIATION, SASKATOON BRANCH INC., and the SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION hereby agree, that the attached document shall form the Collective Agreement between the parties.

Signed on behalf of:
Saskatchewan Government and
General Employees' Union

Signed on behalf of:
Canadian Mental Health Association,
Saskatoon Branch Inc.

Brenda Beaudry, Chair
Negotiating Committee

Peter Warkentin, Member
Negotiating Committee

Nicole Alberts
Agreement Administration Advisor

Pam Watt
Co-Chair, Board

Date: _____

Date: _____