

CITIZENS ALL ASSOC. MOOSE JAW

**April 1, 2007 -
March 31, 2010**

COLLECTIVE AGREEMENT

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Articles of a Collective Bargaining Agreement made in duplicate this 17th day of October 2007

BETWEEN

CITIZENS ALL ASSOCIATION, INC., hereinafter referred to as "the Employer,"

OF THE FIRST PART
AND

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

OF THE SECOND PART

ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfying relationship between the Association and its employees, to provide a consistent and caring environment with which persons with intellectual disabilities will feel comfortable. Its purpose is also to encourage stable working conditions in the Association by promoting competent and credible training and care for clients and to assist both the Association and the Union in accomplishing these objectives. Confidentiality for both employees and clients will be respected by the Association and the Union.

Now therefore Citizens All Association and Saskatchewan Government and General Employees' Union, Citizens All Bargaining Unit, mutually agree as follows:

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement. No employee or group of employees shall undertake to speak on behalf of the Union at meetings with the Employer's representative without the proper authorization of the Union.

2.02 The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.

2.03 The Union will supply the Employer's representatives with the name of its officers. The Employer's representatives shall supply the Union with a list of personnel with whom the Union may be required to transact business.

ARTICLE 3 – SCOPE

3.01 Exclusions

The terms of this Agreement shall apply to all employees of the Employer, excluding the following:

- (a) Executive Director
- (b) Executive Secretary
- (c) Administrative Assistant
- (d) Program **Director**
- (e) Program Activity Team Leader
- (f) Receptionist/File Clerk
- (g) Group Home Team Leader (Athabasca) and Group Home Team Leader (Hastings Special Needs)**
- (h) Temporary positions funded primarily by job creation or employment training programs administered by the Federal or Provincial Governments, so long as this does not lead to a reduction in staff or a reduction in available hours for existing staff.

3.02 Temporary Out-of-Scope Appointment

An employee who is filling an out-of-scope position for three months or less shall continue to have Union dues deducted from her wages and shall be entitled to any benefits or rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Union recognizes the right of the Employer to the management of its agency, and the direction of the working forces, including the right to hire, promote and/or transfer any employee or discharge any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its agency in accordance with its commitments and responsibilities, including methods, processes and means of providing care for persons with intellectual disabilities, except as otherwise provided in this Agreement.

ARTICLE 5 – UNION SECURITY

5.01 Maintenance of Membership

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

Union.

5.02 **Non-Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political activity, religious affiliation, sex, marital status, sexual orientation, nor by reason of membership or activity in the Union.

5.03 **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 including those set out in this Article dealing with Union Security.

A representative of the Union may schedule 30 minutes during her working hours to acquaint new employees with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

5.04 **No Contracting Out**

The employer agrees that no work presently performed by employees in the bargaining unit will be transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employees, except where mutually agreed between the parties. Work of a short-term nature (e.g., accounting, property maintenance) would be excluded from the application of this Article.

5.05 **Work of the Bargaining Unit**

Except in cases mutually agreed upon, 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 except the program activity team leader, group home team leader (Athabasca) and **group home team leader (Hastings Special Needs)**. The employer may, however, use volunteers, as long as their use does not lead to a reduction in staff or a reduction in available hours for existing staff. This Article shall have no application in the event of a strike, and shall not apply to students.

5.06 **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 the employer's business shall not be considered a violation of this Agreement, except where health and safety of the clients are concerned, nor shall it be grounds for disciplinary action.

5.07 **Mandatory Drug Testing**

The employer agrees that it will not implement a mandatory drug testing

program for employees.

5.08 **Employer Policies**

The employer will maintain a policy manual available to employees which comprises all the employer's policies which relate to the working conditions, staff, or matters covered by this Agreement. The employer will promptly inform all employees in writing of new policies.

Copies of motions, resolutions, bylaws, rules and regulations adopted by the Association which relate to the working conditions, staff or matters covered by this Agreement will be circulated to staff and be inserted in the policy manual.

ARTICLE 6 – DUES CHECK-OFF

6.01 **Employer to Deduct and Remit Dues**

The Employer agrees to deduct on behalf of the Union, when requested in writing and accompanied by signed authorization cards, all the initiation fees and regular monthly dues. The Employer shall remit by the tenth (10th) day of the following month such deductions to the Executive Director of Operations of the Union, accompanied by a list of names, classifications, and addresses of employees from whose wages the deductions have been made.

6.02 **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 her T-4 slip.

6.03 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the name of all employees who have terminated employment and their date of severance. It is understood that this is done only in cases of change.

ARTICLE 7 – PAYMENT OF WAGES

7.01 The Employer will notify employees of any changes to their timesheets.

If the normal 27th of the month pay day falls on a weekend or statutory holiday, the Employer will **deposit employees' pay to their designated bank account** on the preceding work day.

7.02 The Association shall pay salaries and wages in accordance with Schedule "A", attached hereto, and forming part of this Agreement.

7.03 The hiring rates of pay for new employees shall be at the minimum of the

appropriate range, as outlined in Schedule "A". Employees with seniority who move to another position with a lower daily rate of pay will receive the salary step in the new range that is closest to their previous rate of pay. This may not occur in employer-initiated demotions.

- 7.04 **Every employee shall receive a statement monthly showing the gross amount earned, itemized deductions, net amount payable. Following month end, employees will receive a summary statement of vacation credits, sick leave credits and accumulated time. Upon written request submitted with the employee's time sheet, the employee's tracking sheet will be provided with the summary statement.**
- 7.05 Employees shall be paid monthly. Upon request, advances shall be provided prior to vacation periods or leaves of absence. Mid-month advances may be granted upon request by employees. The advance will not exceed monthly earnings to date.
- 7.06 Increments for the schedule of wages as contained in Schedule "A" shall be granted to employees based upon time in active employment in the job classification.

ARTICLE 8 – NOTICE OF LAY-OFF

- 8.01 (a) At three months and less than one year employment, any employee who is laid off is entitled to one week of notice in writing. Otherwise, the employee is entitled to the usual wages she would have earned for that period of employment.
- (b) After one year but less than three years, two weeks' written notice.
- (c) After three years but less than five years, four weeks' written notice.
- (d) After five years but less than 10 years, six weeks' written notice.
- (e) After 10 years or more, eight weeks' written notice.

ARTICLE 9 – SENIORITY AND ROLE OF SENIORITY

9.01 Seniority and Probation

A new employee, and any employee on subsequent probation following a change in position, shall be on probation for a period of 90 working days. Upon completion of the probation period, seniority shall be established retroactive to the date on which the employee last entered the service of the Association.

During the initial probationary period, an employee may be terminated without right of recourse to the Grievance and Arbitration Procedure.

Seniority of employees shall be based on the total number of regular days worked since they last entered the service of the Association and shall not be established until the completion of the initial probationary period prescribed in

9.01.

9.02 Loss of Seniority

Seniority shall be broken and all rights forfeited when:

- (a) An employee is dismissed by the Employer and not reinstated.
- (b) An employee voluntarily resigns or leaves the service of the Employer.
- (c) An employee fails to return to work after termination of a leave of absence, unless reason acceptable to Employer is demonstrated.
- (d) An employee has been continually laid-off due to lack of work for a period of 12 months.
- (e) An employee is absent without authorization for a period of more than three days.
- (f) **A casual employee has not worked for sixty (60) consecutive days excluding training days and meetings, unless they are on an approved leave of absence.**

9.03 Role of Seniority

- (a) Any permanent employee who is laid off shall have the right to bump any junior person, as long as she is qualified. If the person bumping moves from one program to another, she will serve the usual probationary period and start at Step I for that particular position. The person or persons being bumped will have the same bumping rights, so far as her seniority allows.

9.04 Notice of Recall

Employees being recalled from lay-off shall be notified by registered mail, addressed to the last known address of the employee concerned. It shall be the responsibility of the laid-off employee to keep the Employer advised of her current address.

9.05 Seniority List

The Employer shall maintain a seniority list of all employees listing the seniority date and accumulated seniority days of all employees. A copy of the seniority list will be posted each April 15. Employees shall have one (1) month to seek corrections to the seniority list. A copy will be sent to the Union.

ARTICLE 10 – JOB POSTING

10.01 Appointment of Senior Qualified Applicant

All permanent, temporary or part-time positions shall be filled only in accordance with this Article. Any employee may apply for any vacancy, and if qualified shall be appointed to that vacancy. If there is more than one qualified employee in a competition, the most senior qualified employee shall be appointed.

10.02 **Competitions to be Posted**

Job competitions shall allow a minimum of 10 calendar days for applications to be submitted and shall be announced on the bulletin board posted in the Employer's office, with a copy sent to each Citizens All home. The Employer will make a reasonable effort to inform casual and laid off employees by mail on the day of the posting or as soon as possible thereafter.

10.03 **Information in Posting**

Job postings shall set out the classification title, nature of duties, qualifications required and salary. A copy of each posting will be sent to the Union.

10.04 **Union Notified of Successful Applicant**

The Employer agrees to notify the Union of the successful applicant(s) of any job posting.

10.05 **Right of Reversion**

If a permanent employee is required to or elects to revert to her former position during probation, she shall receive her former rate of pay, subject to any increments she would have earned had she remained in her former position.

A permanent employee who has resigned from their permanent position and accepted casual employment has no right of reversion to the permanent position.

10.06 **Posting of Vacancies**

Where a vacancy is not posted within 30 days, the Union will be notified by the thirtieth day whether the position will be abolished.

10.07 **Right of Reversion for Team Leader**

If an employee is appointed to an out-of-scope team leader position is required to or elects to revert to her former in scope position during probation, she shall receive her former rate of pay, subject to any increments she would have earned had she remained in her former position.

ARTICLE 11 – NOTICE BOARDS

11.01 The Employer shall make available to the employees a bulletin board 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.

ARTICLE 12 – HOURS OF WORK

12.01 Residential Care Provider (24 Hour)

Residential Supervisors shall work a 24-hour work day, commencing at 09:30 each day. Their tour of duty shall be four days on, and four days off.

When a Residential Supervisor is required to transport a client to another city, the Executive Director may assign another staff to accompany the Residential Supervisor, at that employee's request. The Residential Supervisor may request the Executive Director to cover her shift at the home; such request may be approved at the Executive Director's discretion.

Monday to Friday during daytime hours, residential supervisors will have the ability to leave the group home to conduct agency business, subject to the needs of the clients and the home.

Residential care providers (24 hour) shall report for duty at 9:00 a.m. on the first day of their rotation and shall be permitted to take forty-five (45) minutes off with pay during that shift provided that they leave the pager with another residential care provider (24 hour) who is on active duty. The forty-five (45) minute period will commence when the employee drops the pager off and will end when the employee picks up the pager.

12.02 Care Provider (Shift)

Full-time care providers shall work 80 hours averaged over a two-week period. Part-time care providers shall work less than 80 hours averaged over a two-week period.

12.03 Supportive Living Program Caseworkers

Full-time SLPC employees shall work 80 hours averaged over a two week period, with daily hours of work unregulated. Part-time SLPC employees shall work less than 80 hours averaged over a two week period, with daily hours of work unregulated. Employees shall be on call 24 hours per day during work days.

12.04 Program Activity Staff

Full-time Program Activity **Staff** will work 80 hours averaged over a two-week period, with daily hours of work unregulated. Part-time Program Activity Supervisors shall work less than 80 hours averaged over a two-week period, with daily hours of work unregulated.

12.05 Benefits Pro-rated

Employees who work less than full time will have benefits of this Collective Agreement pro-rated. Entitlement to benefits from the benefits plans will be as provided for in the applicable insurance policies.

12.06 **Call-in**

An employee called in for work shall be paid a minimum of three hours at her regular rate of pay. Staff meetings shall be voluntary and attendance will not be credited as hours worked, with the exception of Occupational Health Committee meetings and employer-initiated meetings.

No employee will work more than six consecutive days, except in exceptional circumstances.

No employee will work more than four consecutive 24-hour shifts, except in exceptional circumstances. Following four consecutive 24-hour shifts there be a period of rest of a minimum of 24 hours, with the exception of staff training and meetings for client and safety issues.

Relief assignments shall be offered first to casual and then to part-time employees who are qualified and capable of performing the required work without orientation on a seniority basis while considering the following:

1. continuity of care;
2. the organization's regular staffing patterns;
3. currency and retention of casual and part-time employees;
4. equity

Permanent employees may work additional hours as long as their permanent hours combined with the additional hours do not result in overtime unless authorized in advance by the Employer. The additional hours will be paid at the rate stated in Schedule A for the position they are covering.

12.07 **Time for Staff Meetings**

When any employee is required to attend any training or staff meetings on their scheduled day off, the employee shall be paid for a minimum of three (3) hours at their regular rate of pay, unless they are in an overtime position pursuant to Article 13.

ARTICLE 13 – OVERTIME

13.01 **Overtime Defined**

Prior approval must be obtained before any overtime is scheduled.

Residential Care Providers (24) and acting Residential Care Providers (24) shall be entitled to overtime in accordance with section 8 of the Regulations to The Labour Standards Act.

All other employees shall be entitled to overtime after 80 hours in a two week period.

13.02 **Overtime at Time and One-Half**

Overtime worked shall be compensated at a rate of time-and-one-half (1 1/2).

Upon the employee's request, the Employer may grant time off at the appropriate rate.

13.03 **Client Holidays**

Overtime does not apply during time periods when clients and staff are on annual client holidays away from place of employment.

ARTICLE 14 – DESIGNATED HOLIDAYS

14.01 **Designated Days**

For the purposes of this Agreement, designated holidays shall mean:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **Family Day** and any other day proclaimed as holiday by the Federal, Provincial or Municipal government.

14.02 **Working on a Holiday**

The Employer agrees to compensate employees for the holidays designated in Art. 14.01 in the manner provided for in Part VI of *The Labour Standards Act*.

14.03 **Falling on a Day of Rest**

Should a designated holiday fall on an employee's regular day of rest, another day shall be rescheduled to the immediate preceding or following work day unless there is agreement between the parties to do otherwise. The Employer agrees to compensate employees in the manner provided for in Part VI of the Labour Standards Act.

14.04 **Holiday During Vacation**

When a designated holiday falls on a day during an employee's vacation, the employee will not be deducted a vacation day for that day.

ARTICLE 15 – VACATIONS

15.01 **Definition**

Vacation means annual vacation with pay.

15.02 **Vacation Year** means the 12 month period commencing on the 1st of April, each year.

15.03 **Vacation Credits**

a) **During the first and subsequent years of employment with the Employer, each full-time and part-time employee shall be entitled to**

three (3) weeks annual vacation and 3/52nds of their total wage for the current year as annual vacation pay.

b) After ten (10) years of service, each full-time and part-time employee shall be entitled to four (4) weeks annual vacation and 4/52nds of their total wage for the current year as annual vacation pay.

c) After twenty (20) years of service, each full-time and part-time employee shall be entitled to five (5) weeks annual vacation and 5/52nds of their total wage for the current year as annual vacation pay.

d) Casual employees shall be paid 3/52nds vacation pay in lieu of vacation leave, based on total earnings, on each pay cheque. After ten (10) years of service, they shall be paid 4/52nds vacation pay. After twenty (20) years of service, they shall be paid 5/52nds vacation pay.

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

15.04 **Carry Over of Vacation**

The vacation entitlement contained herein will be taken by all employees annually except, at the employee's request, five days may be carried over, subject to approval of the Employer.

15.05 **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.

15.06 **Vacation Schedule**

Annual vacation shall be scheduled at a time approved by the Executive Director. Vacation requests must be submitted to the office at least 30 days in advance, except in **extenuating** circumstances.

If an employee has not requested vacation by October 15, the Employer will notify the employee in writing that vacation must be requested by November 30th. If the employee fails to request vacation by November 30th, then the Employer may schedule vacation for the employee with a minimum of four (4) weeks notice to the employee.

15.07 **Payment of Vacation Pay**

Vacation pay for casual employees shall be paid on a monthly basis and should be paid according to Labour Standards.

15.08 **Unbroken Vacation**

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee, but may not have vacation in periods of less than one (1) day.

15.09 Vacation Pay on Supplementary Earnings

Vacation pay will be paid on all supplementary earnings except vacation pay.

15.10 Sickness During Vacation

If an employee becomes sick while on vacation leave, on provision of a medical certificate from her physician, her vacation leave will be credited back by the Executive Director for up to five days, provided the sick time is deducted from the employee's sick leave accumulation.

ARTICLE 16 – SICK LEAVE

16.01 Definition

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

- a) the employee was unable to work by virtue of being sick or disabled; or**
- b) because of an accident for which compensation is not payable under the Worker's Compensation Act; or**
- c) the employee is required to attend medical or specialist appointments, however, to access this leave, staff must provide the physician and appointment details, including time and place of appointment and anticipated return time. The employer reserves the right to ask for an appointment card.**

Sick leave shall be time off with pay only to the extent the employee has earned sick leave credits.

16.02 Annual Paid Sick Leave

- (a) Sick leave credits shall accumulate for full-time employees from the date of employment on the basis of 1 1/4 working days per month.
- (b) All other permanent employees shall accumulate sick leave on a pro-rata basis according to the days/hours worked.
- (c) Only employees in a permanent or term position may accumulate and access sick leave.
- (d) **Notification of Illness**

An employee absent from duty on account of sickness shall notify the Manager or designate at the earliest possible opportunity on the first day of

absence. Outside of regular office hours, the employee will arrange for staff coverage, where possible and if sufficient coverage cannot be obtained, the Manager or designate shall assign the coverage to the part-time or casual personnel.

16.03 **Accumulation of Annual Paid Sick Leave**

Sick leave credits may accumulate to a maximum of 30 days in total. Employee's sick leave accumulation will remain to the employee's credit if the employee changes positions within the employ of the employer.

16.04 **Deductions from Sick Leave**

- a) A deduction shall be made from accumulated sick leave of all normal working days the employee is absent for sick leave while on sick leave pay.
- b) Where an employee is required to provide for the needs of a member of the employee's immediate family during an unexpected illness or accident, an employee may be allowed to use up to five days of accumulated sick leave per illness or accident for this purpose. A medical certificate may be required. The Employer shall pay one-half the cost of the certificate.

16.05 **Proof of Illness**

A medical certificate may be required from employees reporting sick more than three consecutive shifts or where the Employer has reasonable grounds to believe that an employee may be abusing sick leave. The Employer shall reimburse the employee for one-half the cost of the medical certificate upon submission of a receipt by the employee.

16.06 **Sick Leave During Leave of Absence or Lay-Off**

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.

16.07 **Leave of Absence While Sick**

- a) In cases where employees are sick beyond their accumulated sick leave credits and qualify for Long Term Disability benefits, the Employer shall grant leave of absence for up to two years. Employees will pay the full cost of benefits (both employer and employee portions) until Long Term Disability is in place and the first benefit is received, at which time the Employer will refund to the employee that portion of benefits paid on behalf of the Employer.
- b) At the end of two years, the Employer shall grant a one year extension of such leave, providing the employee will likely be fit to return to their previous position within the year. The Employer will not be required to continue benefit coverage under Article 18, although the employee may do so at her own expense.

- c) If at the end of two years, as provided for in a) above, or if at the end of the third year, as provided for in b) above, the employee is unable to return to her previous position, the Employer may fill her position on a permanent basis, and place the employee on indefinite leave provided the employee provides a medical certificate indicating an expectancy of recovery within a reasonable period of time. The Employer will not be required to continue benefit coverage under Article 18, although the employee may do so at her own expense. If the employee is able to return to work with the Employer, she shall notify the Employer of such, and shall be appointed to the first available position for which she is qualified.

16.08 Recognition of Social Illness

The employer and the Union recognize that alcoholism and drug abuse cause health problems. When necessary, sick leave benefits will be granted on the same basis as for other health problems, subject to the provisions of the benefits plan.

Employees whose partner is undertaking a rehabilitative program for drug and alcohol abuse may apply for up to seven days sick leave to participate with her partner in such a program. Leave of absence without pay may also be approved for such a situation.

It is recognized by the parties that is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain disciplinary measures within the framework of this Agreement. Proof of attendance must be provided to the Employer.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Bereavement Leave

- a) **When it is necessary for an employee to be absent from work due to a death in the employee's immediate family, she shall be paid for a period of up to three consecutive business days at the employee's regular rate of pay provided that the three days must be contiguous with the funeral. An employee will not be paid for any days that she was not scheduled to work.**

The term "immediate family" is limited to spouse, child, parent, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law of the employee.

- b) **Employees shall be granted one (1) day without pay for the funeral of the niece, nephew, aunt, uncle, or spouses' grandparents.**
- c) The Executive Director may grant leave as in 17.01(a) to an employee in the event of the death of an employee's close friend.

17.02 Maternity, Paternity and Adoption Leave

Every employee who is currently employed and has been in the employment of her employer for a total of at least 20 weeks in the 52 weeks immediately preceding the day on which the requested leave is to commence shall be granted leave of absence without pay for a period of up to one year in the event of pregnancy, paternity or adoption.

Upon return from such leave the employee shall be reinstated in her or his former position or in a comparable position. Such employee is entitled to her or his previous rate of pay without loss of benefits, increments, or seniority.

Subject to the qualifying provisions of the benefits plans, an employee on leave under this Article may elect to maintain insurance benefits for the period in which she or he would otherwise have worked, by paying the total employee and employer premium.

Failure to pay premium may result in loss of coverage.

17.03 **Leave for Personal Reasons**

The Employer may grant an employee leave without pay for up to one year for valid personal reasons, family reasons, or as educational leave. Approval shall not be withheld unreasonably.

An employee returning from leave in accordance with this Article shall be reinstated in her former position or in a comparable position. Such employee is entitled to her previous rate of pay without loss of benefits, increments, or seniority.

Subject to the qualifying provisions of the benefits plans, an employee on leave under this Article may elect to maintain insurance benefits for the period he or she would otherwise have worked, by paying the total employee and employer premium.

The Employer may grant an employee an extension or extensions of leave beyond one year, but such an employee will not be entitled to continue as a participating employee in the benefits plans. She will not be entitled to be reinstated to her former position, but she will, however, be offered the first available vacancy for which she is qualified. Upon returning to work, she will regain her eligibility for benefits, and will not lose her increments, sick leave entitlement, vacation entitlement, or seniority.

17.04 **Jury Duty**

If an employee has not been successful in being excused from jury duty or has been called as a witness, the employee shall be granted an unpaid leave of absence.

17.05 **Union Leave**

The Employer recognizes the right of every employee to participate in the affairs of the Union **insofar as it does not interfere with the regular operations of the Employer. Employees shall give** the employer at least two (2) weeks

notice of the need for Union leave. Requests for Union leave with less than two (2) weeks notice will be **considered. Approval of such leave will not be unreasonably withheld.** The Employer agrees that all employees shall receive leave of absence with pay and without loss of benefits for all time required to participate in the Union and its affiliated union centrals. The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under this Article.

17.06 **Seniority**

Employees on authorized leaves of absence without pay (other than leave under 17.02) in excess of 30 days shall not continue to earn seniority but shall retain their seniority upon returning to work.

ARTICLE 18 – EMPLOYEE BENEFITS

18.01 **Benefits Plans**

During the life of this Agreement the Employer will continue to provide the following Benefit Plans to all employees, following a 30-day eligibility period, in accordance with the SGEU policies and procedures:

- (1) Employee life
- (2) Accidental Death and Dismemberment Insurance
- (3) Pension
- (4) Extended Health Care Benefits
- (5) Dental Benefits

Based on current rates, the employer agrees to pay 50% of the costs of premiums.

Employees on leave of absence under Article 16.07 will be responsible for payment of their share of premiums. Failure to pay premiums may result in loss of coverage.

All employees will participate in the SGEU Long Term Disability Plan, and will pay the full cost of the premiums for it.

Effective October 1, 1997, the employer will contribute 8% of all permanent employees wages into the SGEU Standard Life Pension Plan.

18.02 **Employee Liability Insurance**

Except when an employee has been considered negligent (or whose performance is considered one of gross misconduct) the employee will be covered by the employer's third party liability insurance, and the terms and conditions therein. The Union shall be provided with a copy of the liability insurance policy upon request.

ARTICLE 19 – TRAVEL AND ALLOWANCES

19.01 **Use of Employee Vehicle**

- (a) When a staff member who is assigned to work in a Citizens All home is requested by the Employer, and agrees to use her own vehicle, mileage will be paid at the rate of 25 cents per kilometer to a maximum of \$15.00 per month.
- (b) The monthly maximum of 19.01(a) may be exceeded by prior approval of the Executive Director.
- (c) As a condition of employment in a Citizens All home, the Employer does not require anyone to own an automobile.
- (d) SLP workers in permanent positions are required to have their own vehicle **and to maintain it in a safe and roadworthy condition and full-time SLP workers will receive \$150/month** transportation allowance, pro-rated for part-time SLP workers.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

The employer, the employees and the Union share a commitment to creating and maintaining workplaces which are healthy and safe for all employees and the clients, and share a commitment to cooperate in resolving health and safety concerns expeditiously.

An employee or group of employees who have a health or safety concern that they cannot resolve on their own should refer the concern to their supervisor as soon as possible.

20.01 **Health and Safety Orientation and Instruction**

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

20.02 **Occupational Health and Safety Committee**

20.02.1 The employer shall cause a committee to be established to be known as the Occupational Health Committee. The committee shall consist of no fewer than two and no more than 12 persons of whom at least half shall be persons representing workers, and either elected by the workers they represent or appointed in accordance with the constitution of the union.

20.02.2 The committee shall have a continuing concern with respect to the health, safety and welfare of the persons employed in the place of employment. The duties of the committee shall include the receipt, consideration and disposition of matters respecting the health and safety of the workers.

20.02.3 The committee shall hold regular meetings at least quarterly. A quorum at a meeting of the committee consists of one-half of the membership of the committee, where employer and worker representatives are present, and worker representatives constitute at least one-half of the members present.

20.02.4 The employer shall credit attendance by persons at regular or special meetings of the committee as time at work. The employer shall allow members of the committee a reasonable opportunity, during normal working hours and without loss of pay or other benefits, to receive and investigate concerns or conduct other business proper to the functioning of the committee.

20.02.5 The worker co-chairperson shall keep employees informed of the concerns and recommendations of the committee and of any information addressed to the committee from the Department of Labour, and the employer shall facilitate the discharge of these duties by the worker co-chairperson during normal work hours by permitting meetings of workers or by other means which are appropriate in the circumstances.

20.03 **Committee Minutes**

The committee shall ensure that minutes of all its meetings are recorded on forms that the Department of Labour shall supply and that a copy is: kept on permanent file with the committee; returned to the Director of the Occupational Health and Safety Branch; and posted in the places of employment until such time as any concerns registered are resolved.

20.04 **Workplace Inspections**

The employer shall facilitate arrangements for members of the committee to conduct health and safety inspections of the places of employment at reasonable intervals to be determined by the committee. Upon written notification by the committee of an unsafe condition found during an inspection, the employer shall promptly undertake suitable corrective measures, and inform the committee in writing of the action taken.

20.05 **Committee Investigations**

Special meetings of the committee may be called by either co-chairperson to deal with urgent concerns, imminent dangers to health or safety, investigations of accidents or dangerous occurrences or refusals to work pursuant to Article 20.07.

20.06 **Occupational Health Committee Training**

Where a committee member attends a training program conducted by the Department of Labour during normal working hours, the employer shall not deduct any pay or other benefits from that worker.

20.07 **Right to Refuse**

20.07.1 A worker may refuse to do any particular act or series of acts at work which she has reasonable grounds to believe are unusually dangerous to her health or safety or the health and safety of any other person at the place of employment until the occupational health committee or occupational health officer has investigated the matter and advised her otherwise.

20.07.2 The duties of the committee shall include the investigation of any matter

referred to in Article 20.07.1.

20.07.3 Where discriminatory action is taken against a worker who has exercised the right conferred on her by Article 20.07.1, there shall be a presumption in favour of the worker that the discriminatory action was taken against her for that reason, and the onus shall be upon the employer to establish that the worker was discriminated against for good and sufficient other reason. Temporary assignment to alternative work at no loss in pay to the worker until the matter mentioned in Article 20.07.1 is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

20.08 **Provision of Information**

20.08.1 The employer shall, not later than March 31 in each year, provide to the Department of Labour a report setting out details of all person-hours worked and all time lost because of accidents during the preceding year.

20.08.2 The employer shall provide each co-chairperson with a copy of any notification or report of any occupational accident or dangerous occurrence required to be submitted by the employer to the director of the Occupational Health and Safety Branch or any other officer of the Department pursuant to any regulations in force under the authority of The Occupational Health and Safety Act.

20.08.3 The employer shall, within seven days of the end of the period in which the employer is required to remedy a notice of contravention, provide the occupational health committee with a written report of the progress that has been made towards remedying the contravention.

20.08.4 The employer shall ensure that the worker representatives on the committee are kept fully informed of any information in the employer's possession concerning the work environment and the occupational health and safety of workers.

20.09 **First Aid**

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.

20.10 **Protective Clothing and Equipment**

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

20.11 **Working Alone**

Where any worker works in relative isolation, the employer shall provide an effective means of checking on the well-being of the worker at intervals that are appropriate in the circumstances.

20.12 **Video Display Terminals**

No employee shall be required to work on a video display terminal for more than four hours in any one day. Employees shall receive a ten minute break (defined as any duty other than the use of a VDT) every hour that they are working on a VDT.

Employees will be entitled to an annual eye examination, on the employer's time, and at the employer's cost.

ARTICLE 21 – DISCIPLINE, SUSPENSION, DISMISSAL

21.01 Preamble

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 to have any differences regarding disciplinary action or dismissal heard through the Grievance and Arbitration procedure, except as provided in Article 9.01.

In the event the employer initiates disciplinary action against an employee, except in situations requiring immediate suspension or dismissal, the practice of progressive discipline will take place as follows:

21.02 Verbal Reprimand

The Executive Director will verbally outline to the employee any reasons for the reprimand, how she should correct her work or conduct and what will happen if her misconduct continues. There is no official written report of a verbal reprimand. A shop steward shall be present as a witness.

21.03 Letter of Reprimand

If an 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 thirty (30) calendar days of the event of the complaint. Such letters shall become part of an employee's record.

21.04 Suspension

If there is still no positive response from the employee, the employee will be given notice of the suspension and the reasons for it in writing. The days of suspension without pay shall be included in the notice.

21.05 Dismissal

Dismissal shall be effected by the Executive Director, and the employee shall receive written notice of the reason(s) for dismissal. Any employee who is dismissed, except for just cause, will be entitled to notice or pay in lieu of notice as follows:

one week if less than one year
two weeks if 1 year but less than 3 years
four weeks if 3 years but less than 5 years
six weeks if 5 years but less than 10 years
eight weeks for 10 or more years of service

21.06 **Justice and Dignity**

An employee whom the 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. This shall not apply where an employee is accused of misconduct.

21.07 **Burden of Proof**

In cases of reprimands, suspensions, non-appointment and dismissals, the burden of proof of just cause shall rest with the employer. Evidence shall be limited to the grounds stated in the suspension, dismissal or non-appointment notice.

Records of disciplinary action on an employee file shall be removed from her personnel file after 18 months of active duty, unless the employee is again disciplined for the same reason within the 18 month period. **Effective the date of signing this Collective Agreement by both parties, discipline relating to client abuse, as defined by Community Living Division, shall remain on the employee's file for an additional five (5) years of active duty, unless the employee is again disciplined for abuse within the six and one-half (6 ½) year period.**

A copy of any letter of discipline must on the day it is served to the employee be forwarded to the Executive Director of Operations of SGEU.

21.08 **Reinstatement of Rights**

An employee who has been found, after due process, to have been unjustly suspended, demoted or dismissed shall, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

21.09 **Records of Employees**

Employees shall have the right to review their personnel file with the prior approval of the Executive Director and in her presence. Excepted shall be all interview records and reference checks. An employee has the right to have her written response to disciplinary action placed on her personnel file. A Union representative, with the written authorization of the employee and with reasonable notice to the employer, shall have access to the file in the presence of the Executive Director. The employee shall have the right to copies of any documents which are not of a confidential nature.

21.10 **Right to Have a Steward**

Where the Executive Director intends to interview an employee for disciplinary purposes, the Executive Director shall so notify the employee in advance of the purpose of the interview, and shall inform the employee of her right to have a Union representative present at the interview. **The employee may waive the right to have union representation in writing copied to both parties.**

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and the Union on behalf of any employee(s), or any difference or dispute between the Employer and the Union.

The Employer shall receive a grievance only when it is submitted in writing on the SGEU Grievance Claim Form by an authorized Union steward or by a paid SGEU Staff Representative.

22.02 Access to Grievance Procedure

With the exception of a grievance which relates to a termination of employment, access to the grievance procedure is limited to an employee who, at the date of initiating the grievance, is an employee within the scope of this Agreement.

22.03 Permission to Leave Work

Where possible employees will participate in proceedings under this Article during normal work hours.

22.04 Grievance Procedure

Pre-Grievance Conversation

It is jointly understood that before a grievance is submitted at the first step, the parties shall attempt to resolve the dispute through discussion.

An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

Step 1

The grievance shall be submitted in writing by a shop steward or by the Union on behalf of the aggrieved to the Executive Director within 28 calendar days of discovery of cause for a grievance. The Executive Director shall render a decision in writing within 28 calendar days of receipt.

Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 14 calendar days of receiving the written response at Step 1 submit the grievance to the Chairperson of the Board of Directors or designate who will render a decision in writing within 14 calendar days of a meeting held to discuss

the grievance at Step 2.

Step 3

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to arbitration by either party within 14 calendar days.

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

Where possible employees will participate in proceedings under this Article during normal work hours.

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

22.05 Deviation from Grievance Procedure

After a grievance has been initiated 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 unless a Union representative is present.

22.06 Union May File Grievance

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement, and shall have the right to seek adjustment with the Employer in the manner provided for in this Agreement.

22.07 Failure to Act Within Time Limits

It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the employer or the Union to evade the settlement of disputes on a procedural technicality. However, where a party's failure to act within the time limits prejudices the other party's position, a justifiable reason for failure to adhere to such time limits may be required.

22.08 Full Disclosure

The parties to the grievance process shall provide full disclosure of all information available regarding the grievance at each step of the grievance procedure.

22.09 Special Measures

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceeding.

ARTICLE 23 – ARBITRATION

23.01 Selection of an Arbitrator

When a grievance is advanced to Step 3, the parties will meet to select an arbitrator.

23.02 Procedure

- 23.02.1 The arbitrator shall fix a time and place of sittings, after consultation with the parties.
- 23.02.2 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.
- 23.02.3 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.
- 23.02.4 In the event that an employee is called as a witness in an arbitration hearing, the Employer shall grant leave which shall be applicable as follows:
- a) if called by the Employer, leave without loss of pay
 - b) if called by the Union, leave in accordance with Art. 17.05, and expenses paid by the Union
 - c) if called by the arbitrator, the parties shall share equally the costs.

23.03 Decision of the Arbitrator

- 23.03.1 The arbitrator shall render a decision within 15 days of the end of the hearings.
- 23.03.2 The decision shall be final, binding and enforceable on all parties.
- 23.03.3 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. Art. 22.07 shall also apply.
- 23.03.4 Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

23.04 Expenses of the Arbitrator

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

ARTICLE 24 – NO STRIKE OR LOCK-OUT

24.01 The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and Citizens All Association agrees that during the life of this Agreement, there will be no lock-outs.

ARTICLE 25 – INTERPRETATIONS

25.01 **The Association** means Citizens All Association, as represented by the Board of Directors, herein referred to as the Employer.

25.02 **Casual Employee** means an employee who works on an as-called basis, and less than a full-time employee.

25.03 **Day** for the purposes of seniority calculation and signing bonus shall mean a day where an employee works eight hours or more. Three-quarters day is where an employee works between six and eight hours. One-half day is a day where an employee works less than six hours.

25.04 **Employee** and **employees** means a person to which the terms of this Agreement apply, as indicated in Article 3.

25.05 **Executive Director** means the Executive Director of Citizens All Association.

25.06 **Part-Time Employee** means an employee who works on a less than full-time basis.

25.07 **Pay Plan** means the scale of wages, as contained in Schedule "A".

25.08 **Permanent Employee** is one who fills a permanent position and has successfully completed her initial probationary period.

25.09 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.

25.10 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Citizens All Association.

25.11 **Year** for the purpose of vacation entitlement shall mean a calendar year.

ARTICLE 26 – TERMS OF AGREEMENT

26.01 Duration

This term of this Agreement shall be from April 1, 2007, to March 31, 2010.

26.02 Notice to Renegotiate

Either party may, not less than 30 days nor more than 60 days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

At the commencement of negotiations, each party shall provide the other with its proposals to amend the Agreement, and neither party may later add new proposals without the other's consent.

26.03 Agreement to Continue in Force

Where written notice has been given pursuant to Article 26.02, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

26.04 Changes in Agreement

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

26.05 Changes to Agreement

Any mutually agreed changes to this Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

26.06 Wage Re-Opener

Dates for wage re-opener will be updated, April 1, 2008 and April 1, 2009.

ARTICLE 27 - JOB DESCRIPTIONS

The Employer shall establish and maintain job descriptions for each in-scope position.

The Employer shall make available a copy of these job descriptions, currently maintained, to each employee and the Executive Director of Operations of the Union.

SCHEDULE "A"
EFFECTIVE APRIL 1, 2006

Per Year:

Residential Care Providers (24 hours)

\$35,040.00/yr \$192.00/day \$8.00/hour

SLP Caseworker (70.2%)

0 - 182 Active working days: \$21,066.59/yr \$14.43/hr

183 – 364 Active working days: \$22,169.83/yr \$15.18/hr

Over 364 Active working days: \$23,273.08/yr \$15.94/hr

Per hour:

Program Activity Staff & Client Care Provider

0 - 249 Active working days: \$10.51/hour

250 – 499 Active working days: \$10.76/hour

Over 500 Active working days: \$11.04/hour

Casual Employees will be paid \$9.46 per hour, except when filling the Residential Care Provider Position (24 hours) or SLP positions for a full day, when they will receive:

SLP Caseworker: \$98.80 per day (\$12.35/hour)

Residential Care Provider (24 hours): \$192.00 per day (\$8.00/hour)

*** All existing employees in active employment will receive retro pay for all hours worked not including vacation, sick leave, bereavement leave, union leave or any other leave, effective April 1, 2006 to the date of ratification of this Agreement by both parties.

**** To be eligible to move to the next step, the employee must have worked the required number of active working days, and must have completed all required training and certifications and kept them up to date.

******The Union shall withdraw all outstanding grievances, except for the following**

two grievances which the Union may continue to pursue, subject to all defences available to the Employer, namely, grievance 2007-01R and grievance 2005-04R. In agreeing that the Union may continue to pursue these grievances, the Employer is, in no way, abandoning any defences that it may have including defences relating to time limits and timeliness of the Union's pursuit of these grievances. All other grievances currently outstanding will be withdrawn by the Union in writing with a copy to all parties concerned.

SCHEDULE "A"
WAGE RATES TO EFFECTIVE August 10, 2007

Per Year:

Residential Care Providers (24 hours)

\$38,149.80/yr \$209.04/day \$8.71/hour

SLP Caseworker (70.2%)

0 - 182 Active working days: \$21,958.40/yr \$15.04/hr

183 – 364 Active working days: \$23,111.80/yr \$15.83/hr

Over 364 Active working days: \$24,265.20/yr \$16.62/hr

Per hour:

Program Activity Staff & Client Care Provider

0 - 249 Active working days: \$11.44/hr

250 – 499 Active working days: \$11.71/hr

Over 500 Active working days: \$12.01/hr

Casual Employees will be paid \$10.29 per hour, except when filling the Residential Care Provider Position (24 hours) or SLP positions for a full day, when they will receive:

SLP Caseworker: \$101.76 per day (\$12.72/hour)

Residential Care Provider (24 hours): \$209.04 per day (\$8.71/hour)

**** To be eligible to move to the next step, the employee must have worked the required number of active working days, and must have completed all required training and certifications and kept them up to date.

LETTER OF UNDERSTANDING #1

The Employer will approach the funding source to seek additional funding to provide for:

- an additional designated holiday, with the date to be agreed between the parties each year
- increase the per kilometre rate for out-of-town travel, and increase the per kilometre rate for Supportive Living Program caseworkers to the rate approved by the Public Service Commission for Government employees
- an Employee and Family Assistance Program

The employer will provide to the Union, excerpts on the above items from its annual funding submission to Government.

LETTER OF UNDERSTANDING #2

It is agreed that it is in the best interest of the parties that funding for group home programs must increase.

To that end it is agreed that the Citizens All Association Board will support, in principle, the SGEU 'We're Worth More' Campaign" to achieve that goal. This support is conditional on the name of the agency not being used in any advertising campaign or communication with government without prior approval of the Board of Directors.

LETTER OF UNDERSTANDING #3 COMMUNITY ACCESS COORDINATOR POSITION

Letter of understanding #3 must be updated once new wage rates negotiated with Diversified Services.

LETTER OF UNDERSTANDING #4 SUPPORTIVE LIVING PROGRAM CASE WORKERS

The parties agree as follows:

1. The four incumbent Supported Living Program Caseworkers who are on the five days on, five days off shift schedule shall continue on such a schedule for the term of the current collective agreement, unless any incumbent employee(s) and Employer agree otherwise.

LETTER OF UNDERSTANDING #5 UNBROKEN VACATION FOR RESIDENTIAL CARE PROVIDERS (24 HOUR)

The parties agree as follows:

1. All employees may request vacation leave in increments of one (1) day or

more as per Article 15.08.

2. Residential Care Providers (24 hour) may request that up to twenty-four (24) hours of their vacation leave be taken in increments of six (6) hours, no more or less, provided that the Union meets the requirements of paragraph 3 herein.
3. The parties will implement paragraph 2 of this Letter of Understanding if and only if the Union obtains from the Director of Labour Standards a letter addressed to both the Union and the Employer confirming that the Employer will not lose the overtime exception provided for in section 8 of the Labour Standards Regulations if a Residential Care Provider (24 hour) is permitted to take vacation in increments of six (6) hours during a twenty-four (24) hour shift. In other words, the Director of Labour Standards must confirm in writing that the Residential Care Provider (24 hour) will not be entitled to overtime pay for any portion of her shift if she is permitted to take six (6) hours of vacation leave during a twenty-four (24) hour shift, in accordance with section 8 of the Regulations.
4. In the event that the Director of Labour Standards does not provide the written confirmation set out in paragraph 3 herein, then the parties agree that the Residential Care Providers (24 hour) will not be permitted to take vacation leave in increments of six (6) hours. The minimum amount of vacation leave they will be permitted to take, subject to Employer approval and governed by Articles 15.06 and 15.08, is one (1) day.
5. No other position or classification shall be permitted to take vacation leave in increments of less than one (1) day.

**LETTER OF UNDERSTANDING #6
CURRENT AND FUTURE VACATION ENTITLEMENT
FOR EXISTING EMPLOYEES**

The parties agree as follows:

1. Procedure for Calculating Paid Vacation Days:

The Employer shall continue its current practice of calculating vacation entitlement for employees by beginning with a percentage figure using two decimal points, based on the number of weeks of annual vacation to which the employee is entitled under Article 15.03 and this Letter of Understanding. (eg. 5.77% = 3 weeks vacation; 7.69% = 4 weeks vacation; 9.62% = 5 weeks vacation)

The Employer shall then use the percentage figure to determine the amount of vacation pay to which the employee is entitled. The amount of vacation pay will then be converted to the number of paid vacation days to which the employee is entitled, depending on the duration of their shifts.

In the event that the number of paid vacation days to which an employee is entitled using this procedure is less than the number of weeks' vacation to which the employee is entitled under Article 15.03, then the employee will be granted additional unpaid vacation leave such that the total amount of vacation leave (both paid and unpaid) complies with Article 15.03.

2. Current Vacation Entitlement:

The parties agree that all employees, including current employees, are subject to Article 15.03, with one exception.

All employees in active employment on the date of ratification of these two collective agreements by both parties shall be "red circled" at their current vacation entitlement as at the date of ratification by both parties, such that no such employee shall receive less paid vacation time than they currently receive.

However, existing employees will not continue to receive enhanced vacation as per the old language in Article 15.03, which has been replaced by agreement of both parties. The "red circling" does not apply to previous collective agreement language which has now been amended. Rather, existing employees future vacation entitlement and increases are governed solely by Article 15.03, as amended, subject to the proviso that no employee's current vacation entitlement will be decreased.

A chart entitled "Vacation Allocation Tracking Sheet" has been reviewed and agreed upon by the parties, and is attached hereto. It clarifies each employee's current vacation entitlement (to 2 decimal points), the date of their next increment or increase and the amount of the percentage that will apply. It also includes a subsequent increment date and percentage amount.

3. Grievances Relating to Vacation:

The Union agrees to withdraw, in writing, all outstanding grievances that relate in any way to vacation, including but not limited to any grievances regarding vacation calculation, vacation entitlement, the interpretation of Article 15.03 (prior to the current amendment), and otherwise.

HARASSMENT POLICY

1. Definition of Harassment

Harassment is defined as any unwelcome or unwanted action by any person against another. It can be a non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, insults, degrades, threatens, or intimidates.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

Harassment is not (a) bona fide work related interaction such as work assignment, performance feedback, counselling or disciplinary action or (b) normal social contact between people based on a position of equality or mutual consent.

2. Statement of Agreement by the Parties

To create a harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use this policy prior to involving outside agencies. Investigations conducted under this policy will be confidential.

3. Roles of the Parties

The employee will:

- a) play a responsible part to ensure that the working environment is free from harassment. Your responsibility is to avoid conduct which might be considered harassment.
- b) participate in training provided by the union or management pertaining to harassment in the workplace. Training when provided will be at a regular staff meeting and will result in no new cost to the Employer.
- c) If you perceive that you are the subject of personal harassment as defined above, it is suggested you proceed as follows:
 - i) make your disapproval or uneasiness known to the alleged harasser immediately. Tell the person firmly that you do not welcome or approve of the behaviour and tell her to STOP. In some cases, the individual may not be aware the behaviour is offensive. Tell the alleged harasser why the conduct is offensive.
 - ii) if the incidents continue, keep a written record of dates, times, the nature of the behaviour and witnesses, if any.

- iii) if you are unsure or uneasy about making contact with the alleged harasser, ask for assistance from your Union representative, management, or continue on to Step 1 of the complaints procedure.

The Union will:

- a) provide training to all employees pertaining to harassment in the workplace-- to combat harassment and to explain how to initiate a complaint.
- b) recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- c) not condone or tolerate any harassment.
- d) support and encourage its members to speak out and confront harassers.

The Employer will:

- a) attempt to provide a workplace free of harassment.
- b) recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The Employer therefore agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) ensure that every employee is aware that the workplace is to be free of harassment.
- d) provide training to all employees pertaining to harassment in the workplace-- to combat harassment and to explain how to initiate a complaint.

4. **Complaints Procedure**

Obligation:

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation. Protection may also be appropriate when effecting the final decision on a complaint.

Procedure for Handling Harassment Complaints:

- a) All complaints of harassment shall be covered by this Policy and dealt with in a serious manner.
- b) Where possible, employees will participate in proceedings under this Policy during normal work hours.
- c) No information relating to the complainant's or the respondent's personal background, lifestyle, mode of dress, etc., will be admissible during

proceedings under this Policy unless directly related to the incident in question.

- d) In the event that the complainant and the respondent are members of the Union, the Employer agrees to allow each their right to Union representation.
- e) Nothing in this Policy precludes the right of the complainant to take their complaint to any outside agency, e.g., Human Rights Commission, Dept. of Labour, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

Step 1

- a) Any complaint may be lodged in confidence with a Union or Employer official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the respondent.
- b) The complaint shall be investigated by the two parties in confidence and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2

- a) A formal complaint shall be submitted concurrently, in writing, to the Manager and to the Union.
- b) Upon receipt of the signed written complaint, the Manager after consultation with the Union shall (i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace, (ii) advise the respondent of the name of the complainant and the full details and scope of the complaint, and (iii) set up a Board within five calendar days to investigate the complaint.

The Board shall consist of one Union representative and one Employer representative. (No representative on the Board shall be from the department workplace where the incident is alleged to have occurred.)

- c) It is agreed that as a general principle the respondent be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the Board.
- e) A decision and recommendations will be submitted in writing within 20 days to the Union chairperson and the Manager. This time limit may be extended by mutual agreement of the Union chairperson and Manager.

- f) The Board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation. The Board may recommend to the employee that she seek counselling.

The Board shall have the authority to determine whether a complaint is frivolous or vindictive and to recommend the appropriate course of action in such cases.

The Employer has the right to implement or not to implement the recommendations of the Board. As this process for resolution of a complaint is similar to the grievance procedure, when the Employer does implement the recommendations of the Board, the Employer shall not be subject to grievance.

This Policy is attached to and forms part of the Collective Bargaining Agreement.

SIGNING PAGE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on

_____.

ON BEHALF OF THE
SASKATCHEWAN GOVERNMENT
& GENERAL EMPLOYEES' UNION

ON BEHALF OF
CITIZENS ALL ASSOCIATION,
INC.

Dated:_____

Dated:_____