

REGINA NATIVE YOUTH AND COMMUNITY SERVICES INC.

April 1, 2008-
March 31, 2013

COLLECTIVE AGREEMENT

SGEU

ARTICLES
OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
REGINA NATIVE YOUTH AND COMMUNITY SERVICES INC.
AND
THE SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION LOCAL 5485
APRIL 1, 2008 TO MARCH 31, 2013

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ARTICLE 1 PURPOSE

1.1 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 clients and the public,
- f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union,
- g) To promote and maintain respect for aboriginal culture and values throughout all programs.

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, therefore the Employer and the Union mutually agree as follows:

ARTICLE 2 SCOPE

2.1 The terms of this Agreement shall apply to all employees of the employer excluding the following:

- a) Director
- b) Administrative Assistant

ARTICLE 3 INTERPRETATION

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

3.1 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Regina Native Youth and Community Services, Local 5485.

3.2 **The Employer** means Regina Native Youth and Community Services Inc. or successor corporations as may exist.

- 3.3 **Employee or employees** means a person to which the terms of this Agreement apply as indicated in Article 2.
- 3.4 **Executive Director** means the Director of Regina Native Youth and Community Services Inc.
- 3.5 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 3.6 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 3.7 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum hourly wage.
- 3.8 **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 hourly wage.
- 3.9 **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.
- 3.10 **Permanent Employee** means an employee who has completed a probationary period from date of hire.
- 3.11 **Full-time** means an employee who works full-time hours on a regularly scheduled basis.
- 3.12 **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.
- 3.13 **Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed one year.
- 3.14 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Article 17.

3.15 **Casual Employees** means an employee who is called in as required and works on an hourly basis.

ARTICLE 4 UNION SECURITY

4.1 Recognition

The Employer recognizes the Saskatchewan Government Employees' Union as the sole and exclusive collective bargaining agent for all its employees except as excluded in Article 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 aiming toward a peaceful and amicable settlement of any differences that may arise between them.

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

4.2 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 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 membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.3 Check-off

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the Executive Director of Operations of SGEU prior to the tenth day of the

month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

4.4 Monthly Statement

A monthly statement shall also be forwarded to the Executive Director of Operations of SGEU showing the names of all new employees covered by this Agreement hired during the month, their date of hire, employment status, classification and rate of pay, and the names of all employees who have terminated employment and their date of severance.

4.5 Refusal to Cross Picket Lines

No employee shall be required to cross a picket line. The Employer will not request, require or direct employees to perform work that would normally have been carried out by workers involved in a strike.

4.6 Work of the Bargaining Unit

Except in cases mutually agreed upon by the parties, persons whose jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit. When emergency or unpredictable circumstances arise involving client care, the Executive Director or designate will make a decision on whether the situation is manageable. If it is not, he will call in help. If it is, he will become involved in the care of the client.

4.7 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have as a condition, the provisions of this Agreement applied to the work force involved.

4.8 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.

Within 30 days of a new employee being hired, a representative of the Union shall be given one hour during working hours to acquaint him with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

4.9 **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in each work place 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.

4.10 **Non Discrimination**

Notwithstanding Article 11.7, the Employer and the Union agree there shall be no discrimination by reason of age, race, creed, colour, physical disability, sex, political activity, religious affiliation, marital status or sexual orientation nor by reason of membership or activity in the Union.

4.11 **Drug and Alcohol Testing**

The Employer recognizes that mandatory drug testing of employees without the prior approval of the Union is an unreasonable invasion of privacy, and will not implement such testing without negotiating with the Union, any type of testing of employees pertaining to alcohol, drug, and/or substance use.

4.12 **Union Access**

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

4.13 **Leave for Union Position**

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year,

upon request, during his term of office. Such employee shall continue to receive his salary and benefits from the Employer, conditional on reimbursement of such salary and full benefit costs by the Union on a proper payment schedule to the Employer.

4.14 **Union Security**

No employee shall be required or permitted to make a written or verbal agreement with the employer or employer representative which may conflict with the terms of this Collective Agreement.

ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

5.1 **Labour/Management Committee**

A joint labour/management committee shall be set up to deal with matters concerning this Agreement, and shall be composed of representatives of the Employer and the Union.

5.2 **Functions of the Committee**

The functions of the committee will be to discuss and resolve problems relating to the administration of this Agreement and other issues and concerns of mutual interest.

5.2.1 **Mediative Circle**

When the parties agree it is desirable, a traditional mediative circle can be called consisting of the employee(s), the steward, the employer and one mutually agreed elder who is independent of the agency.

5.3 **Time Off for Meetings**

The committee shall meet on the request of either party within fourteen working days. Meetings will accommodate working hours of employees when feasible unless otherwise agreed. Members will attend meetings of the committee on a leave with pay basis, not subject to reimbursement by the Union.

5.4 **Employer Shall Notify Union**

The employer agrees that any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit shall be communicated to the Union in advance.

5.5 Contact at Work

Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. It is understood that these contacts will be conducted within reasonable time limits and that the duties of the employees will be met.

5.6 Leave for Union Business

The Employer recognizes the right of every employee to participate in the affairs of the Union, providing that operational requirements of the workplace shall be met.

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 paragraph if the employer replaces the employee on Union leave.

5.7 Legal Costs

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.

5.8 Names of Stewards

The Union shall notify the Executive Director in writing of the name of each steward.

ARTICLE 6 HARASSMENT

6.1 Harassment

The Employer agrees that no form of harassment shall be allowed in the workplace.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union which cannot be settled by discussions.

7.2 Problem Resolution

Either party may, prior to initiating a grievance or at any step in the grievance procedure, access Article 5.2.1 and call for a mediative circle to attempt to resolve their problems. Either party may at any step in the grievance procedure request that the grievance be mediated by Saskatchewan Labour Grievance Mediation Services.

7.3 Permission to Leave Work

- a) Any employee who feels that she has been aggrieved, or any employee with relevant grievance information shall receive permission from the Executive Director or designate to leave work 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) Any shop steward shall be granted permission to leave work temporarily without loss in pay in order to discuss those matters covered by the grievance procedure. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time as soon as possible.

7.4 Grievance Procedure

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 or designate within 45 calendar days of discovery of cause for a grievance. That Executive Director or designate within forty-five (45) calendar days from the date on which the employee(s) first became aware of the alleged infraction. Notwithstanding, the forty-five (45) calendar day

time limit shall not apply to those items included in the agreement where the Employer has allegedly failed to apply a specific benefit (e.g. vacation leave, sick leave, etc.). In these latter instances the time limit shall be one (1) year from the date on which the employee(s) first became aware of the alleged infraction. The effective date of any retroactive adjustments shall be the date on which the first infraction occurred.

The Executive Director shall render a decision in writing to the shop steward within 10 (10) calendar days of receipt. In all instances, a copy of the grievance and the Employer's response shall be submitted concurrently to the Chairperson of the Board of Directors and the Union.

Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 14 calendar days submit the grievance to the Board of Directors who will render their decision in writing within 10 calendar days of receipt of the grievance at Step 2.

Step 3

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

7.5 **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 without proper Union representation. Violation of this provision shall result in the Union winning the grievance.

7.6 **Union May Institute Grievance**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or groups of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1. The parties may agree to access Article 5.02.01 to resolve this matter through a mediative circle prior to initiating a grievance.

7.7 Failure to Act within Time Limits

If the grievor or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future identical grievance. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such time limits and request an extension.

7.8 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.

7.9 Access to Grievance Information from Employer

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

ARTICLE 8 ARBITRATION

8.1 Establishment and Composition of an Arbitration Board

When the Union requests that a grievance be submitted to arbitration, the request shall be made in writing to the Chief Executive Officer. The name of the person appointed to the Board by the Union shall be included.

Within 14 calendar days of receiving the notice, the Employer shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make the appointment.

Within 14 calendar days of the appointment of the second person, the parties will appoint a third person of the Board who shall be the chairperson. Full consideration will be given to the selection of an aboriginal Chairperson. If no agreement is reached, the Minister of Labour will be asked to make an appointment.

8.2 **Procedure of an Arbitration Board**

The Chairperson of the Board shall fix the time and place of sittings after consultation with the other members, and notify the parties. The Board shall meet not later than 14 calendar days after it has been constituted, unless by consent of both parties a later date is set.

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

8.3 **Decision of an Arbitration Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The award of the Arbitration Board shall be rendered in writing within 14 calendar days of the close of hearings, and shall be final, binding and enforceable on all parties. Copies of the award shall be forwarded concurrently to the Chief Executive Officers of the Employer and the Union.

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

Should the parties disagree as to the meaning of the Board's award, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within 14 calendar days.

8.4 **Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and an Arbitration Board 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.

8.5 **Expenses of an Arbitration Board**

Each party shall pay the fees and expenses of its appointee to the Board. The fees and expenses of the chairperson and any other common expenses, shall be shared equally by both parties.

Witnesses' expenses shall be paid by the party calling them. Board witnesses' costs shall be shared equally by the parties.

The parties agree to jointly negotiate with the Arbitrator, the costs of the Arbitration.

8.6 Expedited Arbitration

Both parties may, by agreement, proceed with an expedited arbitration process.

ARTICLE 9 DISCIPLINE, SUSPENSION, DISMISSAL

9.1 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

When the Employer wishes to meet with an employee to discuss unsatisfactory work performance, or other matters that are likely to lead to discipline, the Employer shall inform the employee of the intent of the meeting and their right to have Union representation present during the meeting. If the employee declines Union representation, they must do so in writing. Failure to advise the employee of their right to Union representation shall render all resulting sanctions null and void.

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:

9.2 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.

9.3 **Letter of Reprimand**

If the employee displays no positive response to the verbal reprimand, the Chief Executive Officer shall reprimand that employee by means of a letter of reprimand to the employee within 30 calendar days of the event of the complaint. Such letters shall become part of the employee's record.

9.4 **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.

9.5 **Dismissal**

Dismissal shall be effected by the Executive Director or their designate, 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 such notice as follows:

one week if less than one year
two weeks if one year but less than three years
four weeks if three years but less than five years
six weeks if five years but less than 10 years
eight weeks for 10 or more years of service.

9.6 **Burden of Proof**

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

Records of disciplinary action on an employee's personnel file shall be removed from the file after 12 months, unless the employee is again disciplined for the same reason within the 12 month 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.

9.7 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.

9.8 Records of Employees

Employees shall have the right to review their personnel file. Employees have the right to have their written response to disciplinary action placed on their 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.

9.9 Right to Have a Steward

An employee has the right to have a steward present at any level of discipline and will be informed of this right by the Employer.

ARTICLE 10 SENIORITY AND THE ROLE OF SENIORITY

10.1 Seniority and the Role of Seniority

Seniority for all employees shall accumulate on the bases of actual hours worked, including all paid leaves and exclusive of overtime. Seniority earned prior to the signing date shall remain in tact as start date seniority converted to hours.

10.2 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 fails to return to work after termination of a leave of absence, unless reason acceptable to the Employer is demonstrated.
- c) An employee has been on the re-employment list or laid off for 36 months.
- d) An employee resigns in writing and does not withdraw that resignation within five calendar days of its submission.
- e) A temporary employee's term has ended and he has not been re-hired for 36 months.
- f) A casual who is not available or refuses all call-ins, or cancels all assigned shifts over a six (6) month period, will be removed

from the casual list, unless on an authorized leave of absence.
Failure of the employer to call a casual over a six (6) month period shall not remove the casual from the list.

10.3 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his 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 his consent except in cases of emergency.

10.4 **Return to Scope**

An employee returning to an in-scope position within two years of a permanent appointment to an out-of-scope position shall have all previous in-scope seniority restored.

10.5 **Seniority List**

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer. Such list shall be sent to the Union in January of each year and shall remain posted on the bulletin board for the balance of the year. The list will be open to protest for a period of 30 calendar days from the date of posting and on presentation by the employee or Union of proof of error, the roster shall be corrected immediately and notice of correction shall be posted on a separate sheet.

10.6 **Casual Employees**

Casual employees will be called in for available shifts and block shifts based on seniority with the exemption where the block would result in overtime over one half hour, in which case the last shift will be filled by the next senior available employee. When a block shift is available, payment shall not be made for overtime of one half hour or less.

Casuals booked into a shift may, based on seniority, opt to work an alternate available shift or block of shifts, which represents more available hours, subject to Appendix B.

Permanent employees on an approved leave of absence, opting to work from the casual list, shall be placed at the bottom of the casual list.

Permanent employees placed on the casual list shall not relinquish seniority.

ARTICLE 11 APPOINTMENTS AND PROBATIONARY PERIODS

11.1 Position Designations

All positions within the scope of this Agreement shall be designated as either:

- a) permanent full-time, or
- b) permanent part-time, or
- c) casual, or
- d) temporary

11.2 Senior Qualified

All 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.

Leaves of absence of more than four (4) weeks shall be posted and filled in accordance with this Article to a maximum of one year.

11.3 Vacancies Shall 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, with a copy sent to each work location and to every employee on the re-employment list.

The employer will make a reasonable effort to inform employees by mail of such posting where employees are temporarily absent from work (vacation, sick leave, leave of absence, etc.) during the 10-day period.

11.4 Information on Posting

Job postings shall set out the following information:

- a) name of position
- b) position designation as per Article 11.01
- c) a brief description of position duties

- d) qualifications required
- e) salary
- f) headquarters
- g) hours of work designation as per Article 15.1, 15.2 or 15.3
- h) deadline for submission of applications.

11.5

Role of Union

- a) The employer shall notify the Union of the applicants for the job and of the seniority of the applicants.
- b) The Union shall have the right to have an observer present with pay during all aspects of competitions for vacancies within the bargaining unit.
- c) There shall be no outside advertising and there shall be no non-unit applicants considered until it is determined that there is no qualified applicant with seniority within the bargaining unit.

11.6

Probationary Periods

- a) When the Employer appoints anyone to a permanent position, she must serve a probationary period of (13) weeks. This period may be extended for up to (6) six months by mutual agreement between the parties. At the end of the probation period the employee will be appointed to the position on a permanent basis unless dismissed with just cause.
- b) Should an employee's performance fail to meet the requirements of the position, or if the employee so chooses, she shall revert to her former position and be paid at the rate of pay she would have earned had she remained in the former position. In the case of a new employee, failure of probation shall cause the employee to be terminated.
- c) Time spent in a temporary position shall be subject to (a) above and shall be counted as accrued time for the completion of the initial probationary period when the employee moves into the same classification on a permanent appointment.
- d) Casual employees shall serve a probationary period of 350 hours. A casual who has not completed her probationary period and is appointed to a temporary position will continue to serve her casual probation, subject to (a) and (c) above. Completion of casual probation in a temporary position and probation in the temporary position shall be served concurrently.

11.7 Preference in Hiring

When hiring new employees, preference will be given to aboriginal candidates.

Only those employees who completed an initial probationary period shall be appointed to a permanent position.

11.8 Hiring

Regina Native Youth Board Members shall not be considered for vacancies within the Agency until one year has elapsed since sitting on the Board.

11.9 Required Certificates and Licenses

- 1. Employees are required at time of hire and every year following to produce current drivers license, criminal records check, and first aid/CPR Certificate.**
- 2. Employees in arrears of providing a current drivers license, criminal records check, and first aid/CPR certificate, six (6) months past March 31 of the fiscal year, shall be removed from the casual list unless extenuating circumstances such as illness or medical problems are made evident at the earliest time possible.**
- 3. An employee shall have the option to take a leave of absence until she can produce the required documents.**

ARTICLE 12 JOB SECURITY

12.1 Long Term Disability or Workers' Compensation Leave

- a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work.
- b) Employees who are fit to return to work shall be reinstated in their previous position or an equivalent position.
- c) Employees on such leave shall continue to accrue seniority during the term of the leave.
- d) The Employer and the Union agree to attempt to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.

12.2 **Prolonged Leave of Absence**

- a) A permanent employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to two years. Benefits of the Collective Agreement shall accrue under this clause, subject to Article 22.5.
- b) A permanent employee requiring leave of absence beyond that granted under a) above shall be granted an indefinite leave of absence. Upon conclusion of the indefinite leave, the employee shall have her name placed on the re-employment list, pursuant to the normal provision of 13.06, and at the employee's request may place her name on the casual call-in list.

12.3 **Benefits Pro-rated**

Temporary employees shall receive all rights and pro-rated benefits of permanent employees provided in this collective agreement.

Casual employees backfilling positions on a temporary basis subject to 11.2, or on temporary performance of permanent duties subject to 17.6.1, shall receive all rights of permanent employees and shall earn sick leave and vacation leave only. Such employees are not eligible for the Group Benefits.

12.4 **Re-employment List**

Where the term of employment has expired, or where their term has been shortened by lay-off, they shall have their name placed on a re-employment list for up to 24 months, and when any new temporary position is created, they shall be considered for such positions before posting.

12.5 **Reduction in Hours of Work**

Permanent part-time employees shall receive prior written notice of any reduction in hours of work.

ARTICLE 13 LAY-OFF AND RECALL

13.1 **Job Abolition and Lay-offs**

For the purpose of this Article, job abolition shall mean the permanent abolition of an employee's position. Lay-off shall mean the temporary

separation from employment with anticipated future recall.

It is agreed that the Employer will inform the Union in advance of any need for lay-offs and job abolitions.

13.2 Role of Seniority

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority within classifications affected in their locality within their respective program.

13.3 Notice of Job Abolition or Lay-off

Written notice as shown below shall be given to any permanent employee whose job is abolished or is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of a temporary appointment.

- a) Four weeks written notice if his period of employment is less than five years.
- b) Six weeks notice if his period of employment is five years or more, but less than 10 years.
- c) Eight weeks written notice if his period of employment is 10 years or more.

Non-permanent employees (temporary employees and employees on initial probation in a permanent position) shall receive two weeks written notice of job abolition or lay-off. Such employees shall retain their seniority unless they are not re-hired within 24 months.

Permanent employees on a subsequent probationary period may exercise their right to revert to their former position, or to select an option in Article 13.4.

13.4 Job Abolition

13.4.1 Options on Job Abolition

An employee who has been notified of job abolition shall have the following options:

- a) to bump in accordance with Article 13.5
- b) to have his name placed on the re-employment list in accordance with Article 13.6

- c) to resign and collect severance pay in accordance with Article 19.3
- d) to retire if qualified within the terms of any pension plan.

An employee will notify the Employer in writing of the option he selected within seven calendar days of receiving notice of job abolition.

13.5 **Bumping**

An employee may use his seniority to bump the least senior employee in his classification in his locality. If there is no such junior employee, he may bump downward, if qualified, in his own locality, or bump laterally in another locality, at his option. If there is no such junior employee, he may bump downward, if qualified, in another locality. If the employee declines to accept a position offered through bumping, or if there is no position to bump into, the employee may select another option as per Article 13.4.

No employee bumping into a new position shall be required to serve a probationary period in that new position.

13.6 **Re-employment List**

An employee who has elected to have his name placed on the re-employment list shall retain his seniority while on the list, and shall be entitled to apply for any position posted in accordance with Article 11.

If an employee is not re-employed within 24 months of being placed on the list, his name shall be removed from the list and he shall receive the severance pay he would have received had he selected option (c) in Article 13.4.

13.7 **Recall from Lay-off**

13.7.1 **Method of Recall**

Employees shall be recalled in the order of their seniority for their former position or any position for which they are qualified. No new employees shall be hired until those laid-off have been given an opportunity to be recalled.

13.7.2 **Letter of Recall**

An employee being recalled from lay-off shall be notified by registered mail sent to his last known address.

It shall be the responsibility of the laid-off employee to keep the Employer advised of his current address.

ARTICLE 14 HOURS OF WORK

14.1 Treatment Counsellor\Treatment Counsellor Supervisor

- a) Hours of work shall be three hundred twenty (320) hours in an averaging period of eight (8) weeks.
- b) The basic shift pattern will be two (2) shifts of four (4) days on\four (4) days off.
- c) Shifts will be scheduled nine and one half (9-1/2) consecutive hours on weekdays commencing at 1:30 p.m. Shifts will be scheduled twelve (12) consecutive hours on Saturday and Sunday commencing at 11:00 a.m.
- d) There shall be a minimum of eight (8) hours between shifts.
- e) These hours take into account consideration for designated holidays and working a designated holiday.

14.2 Casuals

- a) Shall work such hours as assigned by management
- b) There shall be a minimum of eight (8) hours between shifts.
- c) The protocol for casual call-in shall be as prescribed in Appendix B of the Collective Agreement.
- d) Casuals on initial hire shall work two (2) 9½ hour observation day shifts. Night briefing shall occur at this time. Payment for such shifts shall be at the rate as contained in Appendix 'A'.
- e) Persons returning to employment within six (6) months of losing seniority in accordance with Article 10.2 shall not be required to work observation shifts.

14.3 The above hours of work may be changed by mutual agreement between the employee and the employer.

14.4 Cook

Hours of work shall be as assigned by management. Notice of change of shifts shall be as per Labour Standards. This position may be assigned short term casual treatment counsellor duties as required.

14.5 Shift Cancellation

When a casual employee receives less than one week's notice of cancellation of a shift, they will receive two hours pay.

ARTICLE 15 OVERTIME

15.1 Overtime Threshold

All authorized time worked in excess of the hours scheduled during the averaging period (for treatment counsellors, this threshold is 298 hours) or in excess of the daily scheduled shift shall be considered overtime. All authorized time worked on an employee's Scheduled Day Off shall be considered overtime.

15.2 Overtime Compensation

Overtime worked shall be compensated at the rate of time-and-one-half and. **The employee shall choose to be paid out or bank the time to use as taken as time in lieu.**

Casual employees shall be paid out overtime at the rate of time and one-half (1 ½).

ARTICLE 16 DESIGNATED HOLIDAYS

16.1 Designated Days

Designated holidays shall be New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

16.2 Working on a Holiday

The parties recognize that compensation for designated holidays and working on designated holidays is built into the yearly hours of work for treatment counsellors.

Casual employees shall be paid out at the rate of double-time-and-a-half.

ARTICLE 17 PAY ADMINISTRATION

17.1 Rates of Pay

The rates of pay contained in Appendix "A", attached to and forming part of this Agreement, shall be the only rates paid to employees.

17.2 **Payment Periods**

Salaries shall be paid bi-weekly, and shall be accompanied by a statement showing period worked, gross salary earned, all deductions therefrom, and for what purpose.

17.3 **Annual Increments**

Every permanent employee shall be eligible to an increment within his pay range after one year of service as outlined in Appendix A. An employee's increment date shall be the first day of the month he was appointed to his current position.

17.4 **In-Hiring Rates of Pay**

New employees shall be hired at the minimum of the range, provided however, that with the prior approval of the Union, the in-hiring rate on original employment may be at a rate above the minimum, in those instances where no qualified person can be secured at the minimum rate.

17.5 **Promotional Formula**

An employee promoting from one position to another shall be appointed to the bottom of the range of the new position unless that is less than their previous rate in which case they will be placed at the step next highest to their previous rate.

17.6 **Temporary Performance of Higher Duties**

When an employee is required to perform the duties of a higher position for one day or more to a maximum of four (4) weeks, the employee shall receive an additional 6% increase over their existing hourly wage.

Subject to Article 11, for periods of temporary performance of permanent duties of more than four (4) weeks or when a backfill is required for a leave of absence of an unspecified duration of more than four (4) weeks, the employee shall receive the rate of pay of the permanent position.

17.7 **Pay Rate on Recall**

When an employee is re-employed after lay-off he shall be paid at that step in the range which will give him an hourly rate closest to the rate he had achieved at the time of lay-off.

When determining an employee's wage on re-employment, the employee's hourly rate on the date of lay-off shall be adjusted by any negotiated increase applied after the date of lay-off.

If an employee is re-employed in a higher position than he had at the time of lay-off, Article 18.5 shall apply.

17.8 Camp Pay

For permanent employees assigned to camp duty, they shall receive the following as compensation for each twenty-four (24) hour period: pay for the hours they were regularly scheduled for during that day; six (6) additional hours to be taken as time in lieu; fifty-four (\$54.00). Casual employees will be considered to have a 10 hour schedule for each day of camp and \$90.00.

ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION

18.1 Maintaining a Classification Plan

The Employer shall maintain a position classification plan in which positions of similar kind and responsibility are included in the same classification. Employees will be given a job description upon commencement of employment.

18.2 Classification Manual

A current manual of job classifications shall be available at the request of an employee or the Union during regular working hours.

18.3 Changes in Classification

When the duties of any classification are altered, or where there may be a position incorrectly classified, the employee or the Union may apply to the Employer for a classification review. Where the parties cannot reach agreement, either party may refer the matter for resolution as per the grievance procedure in accordance with Article 7. All wages and benefits adjustments shall be retroactive to the date of the written reclassification application.

18.4 Challenges from Senior Employees

When reclassification is due to new or additional duties and responsibilities, the most senior qualified employee may require that

the position be posted, in accordance with Article 11.

18.5 New Classes of Positions

Whenever a new class of positions is created, the parties will bargain collectively for its exclusion or inclusion within this Agreement, and if included, for its hours of work designation and rate of pay. If agreement is not reached on any of these three items, the employer may assign an hours of work designation and rate of pay and proceed to fill the position within the terms of this Agreement, subject to Article 7.

18.6 Pay Rate on Reclassification

If an employee's position is reclassified upward, her rate of pay shall be adjusted in accordance with Article 17.05.

18.7 Downward Classification

If an employee's position is reclassified downward, her rate of pay shall be fixed (red-circled) until the maximum hourly rate of the lower class overtakes her fixed rate. Her name shall be placed on a reemployment list for a classification of positions similar to and with the same salary range as her position before it was downgraded.

ARTICLE 19 ALLOWANCES, DIFFERENTIALS AND OTHER PAYMENTS

19.1 Accommodation and Meals

The rates set out in the PSC/SGEU Collective Agreement shall be the rates paid by the Employer for expenses incurred by employees away from headquarters on Employer business.

19.2 Reimbursement for Use of Employee Vehicles

The rates set out in the PSC/SGEU Collective Agreement shall be the rates paid by the Employer when employees use their own vehicles on authorized Employer business.

19.3 Severance Pay

An employee whose job has been abolished and who elects to resign or retire, shall be entitled to severance pay on the basis of one week's pay for each year of service. Service for the purpose of this Article shall be calculated in accordance with Article 10.01, but shall also

include service pro-rated for partial years, and shall include service in both in-scope and out-of-scope positions, but shall not include time spent on the re-employment list.

19.4 Incidentals

The Employer will reimburse all reasonable expenses incurred by an employee in the performance of their duties, e.g. parking fees, parking tickets when unavoidable, etc.

19.5 Personal Property Loss

The Employer will provide reasonable compensation for damage to or theft of personal effects of employees where those effects are damaged or stolen by a client, providing the employee was not negligent.

ARTICLE 20 ANNUAL VACATIONS

20.1 Vacation Leave

The employer shall authorize all vacation leave requests in advance of being taken. Employee vacation requests shall provide at least four (4) days notice, shorter notice may be considered providing for operational requirements.

For the purposes of this Article, the vacation year will be from April 1 to March 31 of each year for the employees concerned.

Employees shall be entitled to three weeks (120 hours) annual vacation with pay in the first and subsequent years of employment.

In the 10th and subsequent years of employment, employees shall be entitled to four weeks (160 hours) annual vacation.

In the 15th and subsequent years of employment, employees shall be entitled to five weeks (200 hours) annual vacation.

Vacation shall be earned at a rate of ten (10) hours per month that shall be advanced to the employee each year. If an employee leaves the service and has been granted more vacation leave than they are due shall have such overpayment deducted from any monies owing him by the Employer, calculated on the basis of salary in effect at the date of termination.

Part-time employees shall earn vacation leave in accordance with this article on a pro-rata basis. Part-time employees may opt to receive vacation pay.

Temporary employees shall earn vacation leave in accordance with this article, however such leave shall not be advanced.

20.2 **Vacation Pay on Partial Months of Work**

When in any calendar month of employment an employee does not receive the full monthly salary, she shall receive together with her regular pay for that part-month, vacation pay as a percentage of salary.

20.3 **Vacation Pay on Pay on Overtime Earnings**

An employee shall receive together with her payment for overtime earnings, vacation pay at the rate specified in Article 20.01.

20.4 **Carry-over of Unused Vacation Leave**

The Executive Director shall, on the written request of an employee, authorize the carry-over of up to fifty hours of vacation leave into the following year.

In special circumstances, or certified illness, the Executive Director may approve the carry-over of an additional week of vacation. This additional week must be taken during the year in which it was intended to be used.

20.5 **Cancelling of Approved Vacation Leave**

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

20.6 **Vacation Leave Beyond Advanced**

Employees using vacation leave, beyond that advanced in the fiscal year shall have such vacation leave deducted from salary in the pay period in which it was used.

ARTICLE 21 SICK LEAVE

21.1 Sick Leave Credits

Permanent employees shall be entitled to one hundred and twenty (120) hours sick leave per year granted at the beginning of each fiscal year. Probationary or temporary employees will earn sick leave based on ten (10) hours per month.

Part-time employees shall earn sick leave on a pro-rata basis.

Temporary employees shall not receive sick leave in advance of earning such leave.

Employees laid-off and then re-employed with the Employer shall be reinstated with the sick leave credits they had prior to lay-off.

21.2 Medical Certificate

The Executive Director may require an employee to provide a doctor's certificate after an employee has been on sick leave for three (3) continuous days. If the employee's physician charges the employee for producing a certificate, the Employer will pay for it.

21.3 Reinstatement of Vacation Leave Credits

Where an employee is hospitalized while on vacation leave, the employee may draw upon sick leave credits, if available, for up to five (5) days and have their vacation credits re-instated. Management may require documentary evidence from the employee.

21.4 Sick Leave

Employees using sick leave beyond that advanced in the fiscal year shall have such sick leave deducted from salary in the pay period in which it was used.

ARTICLE 22 MATERNITY, PATERNITY AND ADOPTION LEAVE

22.1 Maternity Leave

An employee who makes application for leave at least one month in advance of the requested commencement date and provides the Executive Director with a medical certificate certifying that she is pregnant and which specifies the expected date of birth shall be

granted maternity leave without pay consisting of up to 12 months in any combination before or after the birth of a child. Where a doctor's certificate is provided stating that a longer period of maternity is required an extension of up to 12 months shall be allowed.

22.2 Adoption Leave

An employee who makes application for leave at least one month in advance of the requested commencement date and provides the Executive Director with an adoption order certifying that he or she is about to adopt and which specifies the expected date of adoption shall be granted adoption leave without pay consisting of up to 12 months in any combination before or after the adoption of a child.

22.3 Paternity Leave

In the event of the birth or adoption of a child, an employee shall receive up to 12 months paternity leave without pay. Requests for such leave shall be made one month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child.

22.4 Non Discrimination

The Employer shall not dismiss or lay-off an employee because of pregnancy or adoption, or because an employee has applied for or taken leave in accordance with this Article.

22.5 Continuation of Benefits

While on leave in accordance with this Article, an employee shall retain full employment status and accumulate all benefits under this Collective Agreement and the employee shall continue to accrue seniority during the period in which he or she would normally have been employed.

Subject to the qualifying provisions of the Benefits Plans, an employee on leave under this Article may elect to maintain pension and insurance benefits for the period in which he or she would normally have been employed, by paying his or her share of the premium. Upon payment by the employee of contributions, the employer will contribute as per the plan requirements.

22.6 Notice of Earlier Return

When an employee elects to return to work before the expiration of

leave approved under this Article, at least 15 calendar days notice in writing shall be provided to the Employer. Upon return, the employee shall be placed in his or her former position, or an equivalent position.

22.7 Complications of Pregnancy

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

22.8 Failure to Return

Should an employee not return to work at the end of the period of leave approved under this Article, he or she shall be deemed to have terminated employment and Article 10.02 shall apply, unless satisfactory reason is demonstrated.

ARTICLE 23 BEREAVEMENT LEAVE AND PRESSING NECESSITY

23.1 Bereavement Leave

Employees shall be allowed leave of absence with pay, without loss of benefits, in cases of leave under this Article to a maximum of three days per occasion, to be deducted from sick leave. The leave shall be granted for death within an employee's immediate family or upon the death of someone with whom he maintained a close relationship. Additional paid or unpaid leave of absence shall be granted at the discretion of the Employer.

23.2 Pressing Necessity Leave

Employees shall be allowed leave of absence with pay, without loss of benefits, at the discretion of the Employer, in cases of pressing necessity up to a maximum of four days per year, to be deducted from sick leave.

ARTICLE 24 LEAVE OF ABSENCE

24.1 Leave of Absence

An employee may be entitled to leave of absence without pay for a maximum of 12 months without pay and without loss of seniority and accumulated benefits when she requests such leave for good and

sufficient reason. Such requests shall not be withheld unreasonably. Whenever possible, the employee shall provide 60 days notice, or less pending operational requirements.

At the expiration of the leave, the employee shall return to work, and shall be reinstated to her former position. Sixty days prior to the expiration of their leave, or less pending operational requirements, the employee may apply for a renewal of the leave up to a maximum of one additional year, which may be approved at the employer's discretion.

ARTICLE 25 EMPLOYEE BENEFITS PLANS

25.1 Employee Benefits

The parties are reviewing the cost-sharing of benefits on the principle of no additional cost to either party.

Effective April 1, 2005, the Employer shall contribute 4.5% of salary into the SGEU Standard Life Pension Plan. Effective April 1, 2005, all employees shall contribute 4.5% of gross earnings into the Pension Plan.

During the life of this Agreement, the Employer will continue to provide the following benefit plans in accordance with existing policies and procedures:

- 1) Group Life
- 2) Dental Plan
- 3) Weekly Indemnity
- 4) Long term Disability
- 5) Extended Health Care

Effective October 1, 1997, the Employer will contribute 8% of salary into the SGEU Standard Life Pension Plan. Effective July 1, 1999, the Employer will contribute 4% of salary into the Pension Plan. Salaries will be increased 4% and the employees will contribute 5% into the pension effective July 1, 1999.

ARTICLE 26 OCCUPATIONAL HEALTH AND SAFETY

26.1 Joint Employer-Employee Committee

Joint employer-employee Occupational Health and Safety Committee

shall be established at Regina Native Youth and Community Services Inc. The committee shall consist of at least two and not more than four members, unless specifically agreed by all members of the workplace OH&S Committee. At least one half of the committee members shall be employees elected or appointed by the Union members and the committee shall have an employer and employee chairperson, as appointed by their respective parties.

26.2 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 working hours.

26.3 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.

26.4 Working Alone

Where any worker works in relative isolation, he/she shall have access to an off-duty supervisor in the event of an emergency.

26.5 Occupational Health and Safety Committee

26.5.1 The Occupational Health and Safety Committee shall have a continuing concern with respect to the health and safety at the workplace. The committee shall meet not less than quarterly. The committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.

26.5.2 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.

26.5.3 The employer will consider as hours worked, all 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. Where possible,

meetings will be scheduled during regular working hours (8:00 am to 4:00 p.m.).

26.6 Committee Minutes

Every committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the committee, with copies promptly forwarded to the employer, the Executive Director of Operations of SGEU, 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.

26.7 Workplace Inspections

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

26.8 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 Executive Director of Operations of SGEU (and the Department of Labour if required or deemed advisable).

26.9 Right to Refuse

26.9.1 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.

26.9.2 The duties of the committee shall include the investigation of any matter referred to in Article 26.9.1

26.9.3 Where discriminatory action is taken against a worker who has exercised the right conferred on her by Article 26.09.1 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 26.09.1 is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

26.10 **Occupational Health and Safety Committee Training**

Subject to reasonable notice being given, all members or alternates of an OH&S Committee may receive up to five days leave per year ("with pay" deleted), to attend occupational health and safety training courses, seminars or courses of instruction.

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

26.11 **Provision of Information**

26.11.1 The employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all employees, as reported to the Workers' Compensation Board.

26.11.2 The employer will notify the committee and the Executive Director of Operations of SGEU when the employer becomes aware of

- any Notice of Contravention it receives, and will notify both of the progress the employer is making towards remedying such Notice of Contravention,
- any fatality or serious bodily injury sustained by any employee,
- any dangerous occurrence that may have caused injury to any worker.

26.11.3 The employer will notify the Executive Director of Operations of SGEU when the employer conducts or has conducted for it any or study

- of the workplace where it may have a bearing on any occupational health and safety matter that may affect employees,
- of any accident or injury or dangerous occurrence, and the employer shall promptly furnish the Executive Director of Operations of SGEU with a copy of all interim and final reports prepared as a result of such investigation(s).

26.11.4.1 The employer will provide to the Executive Director of Operations of SGEU any report the employer receives from a third party that has any

bearing on any occupational health and safety matter that may affect employees.

26.12 Crisis Intervention Training

The Employer and the Union shall work co-operatively to ensure that all employees receive appropriate Crisis Intervention Training. All time spent in such training shall be considered as time worked and employees shall be compensated at regular rates of pay.

ARTICLE 27 TERM OF AGREEMENT

27.1 Duration

This Agreement shall be in effect from April 1, **2008** to March 31, **2013** and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party not less than 30 days and not more than 60 days prior to the expiry date of this Agreement.

27.2 Agreement to Continue

Where written notice has been given pursuant to Article 27.01, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

ARTICLE 28 WAGE RE-OPENER

The employer shall provide full disclosure to the Bargaining Chair within thirty (30) days of any new or additional funds made available by the Government of Saskatchewan or any other funding agency.

Within thirty (30) days following notification, either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement.

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

SCHEDULE A

**BI WEEKLY WAGE RATES
Effective April 1, 2008 to September 30, 2008**

	Step 1	Step 2	Step 3
Treatment Counsellor Supervisor	1418.84		
Treatment Counsellors	1135.06	1241.48	1374.85
Casuals/Cook	12.95/hr		
Observation	11.93/hr		

**BI WEEKLY WAGE RATES
Effective October 1, 2008 to March 31, 2009**

	Step 1	Step 2	Step 3
Treatment Counsellor Supervisor	1518.16		
Treatment Counsellors	1214.51	1328.38	1471.09
Casuals/Cook	13.86/hr		
Observation	12.77/hr		

**BI WEEKLY WAGE RATES
Effective April 1, 2009 to March 31, 2010**

	Step 1	Step 2	Step 3
Treatment Counsellor Supervisor	1563.70		
Treatment Counsellors	1250.95	1368.23	1515.22
Casuals/Cook	14.28/hr		
Observation	13.15/hr		

**BI WEEKLY WAGE RATES
Effective April 1, 2010 to March 31, 2011**

	Step 1	Step 2	Step 3
Treatment Counsellor Supervisor	1579.34		
Treatment Counsellors	1263.46	1381.91	1530.37
Casuals/Cook	14.42/hr		
Observation	13.28/hr		

April 1/08 to September 30/08 – 2.3%
October 1/08 to March 31/09 – 7%
April 1/09 to March 31/10 – 3%
April 1/10 to March 31/11 – 1%

The parties agree to a wage re-opener during the life of the Agreement subject to any additional monies from the Provincial Government relating to wages or employee benefits. Term of the Agreement: April 1, 2008 to March 31, 2013.

NOTE:

Treatment Counsellors eligible for an increment as per Article 17.3 will only receive their next increment when another treatment counsellor at a higher increment level terminates their employment with Regina Native Youth.

Where two eligible employees are at the same increment level, only the senior employee will receive the next increment.

APPENDIX B

CASUAL PHONE-IN PROCEDURE

The following procedure shall govern the phone-in protocol for the purposes of obtaining a casual treatment counsellor to work.

- I. Casuals are called in upon basis of seniority
- II. Personal contact with the casual must be made.
- III. Casuals are required to respond to messages left within **the following timeframes.**
 - A. 12 or more hours in advance **of the shift** – 15 minutes
 - B. 6 to 12 hours in advance **of the shift** – 10 minutes
 - C. 3 to 6 hours in advance **of the shift** – 5 minutes
 - D. **Less than 3 hours in advance of shifts or emergencies – Immediate** response
- IV. Shifts booked in blocks (4 consecutive days) will be booked with one casual wherever possible for program consistency except where the total hours of the block threaten the overtime thresholds as per the Collective Bargaining Agreement.
- V. Consecutive block shifts will be booked on a per block basis as per contact protocol preceding, unless circumstances warrant otherwise.
- VI. When it is obvious that an employee would not be available for shifts because of other commitments (2nd job, school, etc.), the next senior casual shall be contacted. Casuals **shall** provide the employer with their availability. The onus is on the employee to advise the employer of any change to their availability.
- VII. Casuals are expected to honour all shifts booked to prevent undermining the booking process.
- VIII. Casuals are expected to take a lead role in all aspects of duties of the treatment centre with the exception of resident reviews unless arranged otherwise.

APPENDIX C

HOURS OF WORK: PERMANENT EMPLOYEES

1. Employees are paid for 40 hour work weeks, which when multiplied annually (40 x 52) equates to 2080 hours.
2. Staff work 6.5 – 8 week cycles annually. In each cycle, all permanent employees work 286 hours. To calculate this, start on any given day and then mark exactly 8 weeks ahead. From the start day to the last day of the 8 week cycle, hours worked amount to exactly 286 hours for each employee. Note that the eight week cycle is a straight eight calendar weeks – including days on and off.
3. In each 8 week cycle there are 4 staff meetings, at 3 hours each for a total of 12 hours.
4. In an 8 week cycle, an employee works 286 hours and is in staff meetings for 12 hours which adds up to 298 hours worked in every cycle.
5. 298 hours per cycle multiplied by 6.5 cycles per year equates to 1937 hours per year worked by each employee.
6. The difference between the hours paid and the hours worked is 143 hours.
7. As per negotiations with Union, Management and Labour Standards participants, the 143 hours (paid, but not worked) are used as a bank for **Designated** holidays.
8. As work cycles progress, all staff take turns working **Designated** holidays.
9. **Should an employee work over the 143 hours in the averaging period, the employee shall be paid 2.5 times regular wage for the hours over the threshold.**

LETTER OF UNDERSTANDING #1

HARASSMENT

The Employer shall provide a harassment free environment for all employees and residents.

The Executive Director shall update the Harassment Policy so as it complies with the Occupational Health and Safety Legislation and Regulations.

The revised policy shall be presented to the employees for their approval.

The Employer shall provide or arrange for all the employees to attend educationals on the topics of discrimination, harassment, and racism. The educationals shall be in compliance with the Saskatchewan Human Rights Commission, Occupational Health and Safety and SGEU.

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date

LETTER OF UNDERSTANDING #2

RE: EMPLOYEE BOARD REPRESENTATIVE

Regina Native Youth and Community Services Inc. agrees that a representative, elected by in-scope employees can make presentations to the Board of Regina Native Youth. The Executive Director of the Board will report on Board meetings to all employees at their next regularly scheduled staff meeting.

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date

LETTER OF UNDERSTANDING #3

REGINA NATIVE YOUTH AND COMMUNITY SERVICES INC.

Saskatchewan Government and General Employees' Union and Regina Native Youth and Community Services Inc. agree that the funding currently provided to community-based, non-governmental organizations involved in the delivery of human services is inadequate and that funding policies require review.

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

Regina Native Youth and Community Services Inc. and SGEU agree to work together where:

1. The goals and objectives of the Union are consistent with those of Regina Native Youth and Community Services Inc. and;
2. The processes and practices utilized to achieve this end by the Union are acceptable to Regina Native Youth and Community Services Inc.

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date

LETTER OF UNDERSTANDING #4

EMPLOYEES HIRED ON A GRANT

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

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

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

Articles 1, 3, 4, 11, 15, 16, 17, 18, 19, 20 (prorated based on percentage of time worked and unless the employee is to receive holiday pay as a condition of the grant), 21, 22, 23, 24 and 25 (depending on clarification with benefit source and upon conditions of the grant).

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date

LETTER OF UNDERSTANDING #5

EMPLOYEE BENEFITS PLAN

Regina Native Youth and Community Services and SGEU Local 5484 agree to undertake a review of the Employee Benefits Plan, level of benefit provision and associated costs; Article The parties will contrast and compare the current benefit provisions and associated costs; similar benefit packages with a view to improve the level of benefits without additional costs.

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date

LETTER OF UNDERSTANDING #6

PROPOSALS FOR FUNDING

The parties agree to co-operate in the development of proposals for funded projects ensuring to the best of their ability that said proposals fit within the general frame work of the Collective Agreement in so far as hours of work, salaries and benefits are concerned.

The parties shall co-operate in the exploration of possible new sources of funding and the application for such grants to ensure the viability of the organization and the terms and conditions of the Collective Agreement.

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date

SIGNING PAGE

In witness whereof the parties hereto have caused these presents to be executed this _____ day of _____ in the city of Regina, Province of Saskatchewan.

For the Saskatchewan Government
and General Employees' Union

For the Regina Native Youth
and Community Services Inc.
Local 5485

Date:

Date