

**SOCIETY FOR THE
INVOLVEMENT OF
GOOD NEIGHBOURS (SIGN)
Adolescent Group Home**

**April 1, 2008 -
March 31, 2010**

COLLECTIVE AGREEMENT

SGEU

**Articles of a
Collective Bargaining Agreement**

Between

**Society for the Involvement of Good Neighbours
Adolescent Group Home
LOCAL 551 7**

and the

**Saskatchewan Government and General
Employees' Union**

April 1, 2008 - March 31, 2010

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Articles of a Collective Bargaining Agreement made in duplicate on August 11, 2009,
with retroactive application to March 31, 2009

BETWEEN

the Society for the Involvement of Good Neighbours hereinafter referred to as
"the Employer,"

Party of the first Part,

AND

the Saskatchewan Government and General Employees' Union, hereinafter referred to
as "the Union",

Party of the second Part.

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 cooperation 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,

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 SIGN Adolescent Group Home employees excluding the following:

- a) Executive Director
- b) Program Coordinator
- c) Practicum Students/Volunteers
- d) Temporary positions funded primarily by job creation or employment training programs administered by the Federal or Provincial governments, so long as it does not lead to a reduction in staff or to a reduction in available hours for existing staff.

ARTICLE 3 INTERPRETATION

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

- 3.1 **Executive Director** means the C.E.O. of Society for the Involvement of Good Neighbours – Adolescent Group Home.
- 3.2 **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.
- 3.3 **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.
- 3.4 **Employee or employees** means a person to which the terms of this Agreement apply as indicated in Article 2.
- 3.5 **The Employer** means The Society for the Involvement of Good Neighbours.
- 3.6 **Full-time** means an employee who works full-time hours on a regularly scheduled basis, as either a Primary Youth Care Worker or a full time night shift Youth Care Worker.
- 3.7 **Gender** - he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 3.8 **Manager** means usually the first level of management which is out-of-scope of this Agreement.
- 3.9 **The Parties** means the parties to this Agreement, *i.e.*, the Employer and the Union.
- 3.10 **Casual** means an employee who works less than full time daily, weekly or monthly, but reports for work on a call in basis or on a scheduled basis.

- 3.11 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Article 18.
- 3.12 **Permanent Employee** means an employee who has completed a probationary period from date of hire.
- 3.13 **Job Description** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 3.14 **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.
- 3.15 **Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed 24 (twenty-four) months.
- 3.16 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Society for the Involvement of Good Neighbours, Adolescent Group Home.
- 3.17 **Re-employment List** means list where employees keep their previous seniority in place to compete for competitions.
- 3.18 **Competitive Process** means the testing of an individuals knowledge, skills, ability and experience for a job posting whether it be full-time, temporary or casual.

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

4.3 **Employer to Deduct and Remit Dues**

On signed authorization by an employee, the employer shall deduct, on behalf of the Union all initiation fees, dues, assessments, or levies, uniformly required from the pay cheques of each employee, who as a condition of employment is required to submit such initiation fees, dues, assessments, or levies. The employer shall remit the same to the Executive Director of Operations of the Union prior to the 20th day of the month following the calendar month in which the deduction is made, accompanied by a list of names classification and addresses of employees from whose wages the deductions have been made. Such list may be transferred electronically by the Employer to the Union.

4.4 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations of the Union 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 or require 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 in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of in-service training or education or in emergency when replacement employees are not available.

4.7 **Employees Temporarily Performing Out-of-Scope Duties**

An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.

4.8 **No Contracting Out**

The employer agrees that all work or services performed by the employer relating to the SIGN Adolescent Group Home 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.

4.9 **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 shall be given 30 (thirty) minutes during working hours to acquaint him with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

4.10 **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 may be of interest to the employees.

4.11 **Non-Discrimination**

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

4.12 **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.

4.13 **Union Access**

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

4.14 **Access to Employer's Premises**

Subject to the approval of the Executive Director or designate, the Employer may allow the Union to conduct educational and business functions for employees on the Employer's premises during off hours. Such approval shall not be unreasonably withheld. (I.E. SIGN Boardroom)

4.15 **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.

4.16 **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 1 (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 to the Employer.

4.17 **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.

4.18 **Whistle-Blowing**

No employee shall be disciplined in any way for disclosing or reporting actions or policies which are harmful to the environment, harmful to the individual, are unlawful, are mismanagement of funds, or pursue policies contrary to the stated aims of the employer.

4.19 **Replacement Workers**

The Employer agrees that it will not hire replacement workers while any employees of the Employer are locked out or on strike. The Employer will not contract out any bargaining unit work during the course of a labour-management dispute.

ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

5.1 **Labour/Management Committee**

A joint labour/management committee shall be struck, and shall be composed of representatives of the Employer and the Union.

The functions of the committee will be to discuss and resolve any issues, problems or concerns of mutual interest.

The committee shall meet every other month, or more often on the request of either party within 7 (seven) working days. Meetings will accommodate working hours of employees unless otherwise agreed upon by the Union. Members will attend meetings of the committee on a leave with pay basis, not subject to reimbursement by the Union.

5.2 **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 as far in advance as possible before they are dealt with at a board meeting.

5.3 **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.

5.4 **Legal Costs**

The Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of the performance of the normal duties of her employment for the Employer. The lawyer shall be mutually agreed upon by the parties to this Agreement, unless the lawyer is appointed by the Employer's insurer.

5.5 **Names of Stewards**

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

5.6 **Printing of Agreement**

The Union will be responsible for printing costs and photocopying 40 (forty) copies of the first Collective Bargaining Agreement. This Agreement will be printed in a unionized shop.

ARTICLE 6 HARASSMENT

6.1 **Harassment**

The Employer agrees that no form of harassment shall be allowed in the workplace. Complaints of harassment shall be handled in accordance with Appendix "E", which forms part of this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 **Staff/Employer Meetings**

- a) When an employee is requested to attend a meeting with the **employer** the employee shall have notice of the reason and context of the meeting. Should there be any potential disciplinary aspect to the meeting, the notice for the meeting shall be timed such that the employee is able to arrange for a union steward to be present. This process will be completed within (5) days.
- b) An employee who believes that she has a justifiable request or complaint may discuss such matter with her supervisor or shop steward. The supervisor or shop steward may discuss such matter with the Manager in the presence of the employee. The Manager shall state her decision within 2 (two) working days or a time mutually agreed upon and shall be presented to the employee and her representative.

7.2 **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 (as per Art. 5.5) or by a paid SGEU Staff Representative.

7.3 **Access to Grievance Procedure Limited**

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.

7.4 **Permission to Leave Work**

Any employee who feels that she has been aggrieved, or any employee with relevant grievance information, shall receive permission from her supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative.

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 for the employee or steward to leave work immediately due to work requirements, other arrangements shall be made on work time as soon as possible.

7.5 **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 Manager within 42 (forty-two) calendar days of discovery of cause for a grievance. The Manager shall render a decision in writing within 10 (ten) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director of the Employer and the Union.

Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 14 (fourteen) calendar days submit the grievance to the Executive Director or designate who will render his or her decision in writing within 10 (ten) 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 (fourteen) calendar days.

7.6 **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. Violation of this provision shall result in the Employer awarding the settlement sought in the grievance.

7.7 **Group Grievance**

Where a group of employees has a grievance, Step 1 of this Article may be bypassed.

7.8 **Union May File Grievance**

The Union shall have the right to file a grievance on its own behalf or on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided for in this Agreement. The Union may also file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such a grievance shall commence at Step 2.

7.9 **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 settlement of disputes on procedural technicalities. Notwithstanding the foregoing, it is clearly understood that the time limits established are for the sake of procedural orderliness and are to be adhered. Should either party fail to adhere to the time limits, the onus is on that part to justify its failure to adhere to the time limits.

If the Employer fails to observe the time limits in the steps of the grievance procedure, the grievance will be deemed to be advanced to the next step.

7.10 **Access to Grievance Information from Employer**

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

ARTICLE 8 ARBITRATION

8.1 **Selection of an Arbitrator**

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

The list will be comprised of the following persons:

Robert Pelton, Francine Chad-Smith, John Stamatinos.

8.2 **Procedure**

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

8.2.2 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.

8.2.3 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.

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

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

8.3 **Decision of the Arbitrator**

8.3.1 The arbitrator shall render a decision within 15 (fifteen) days of the end of the hearings.

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

8.3.3 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.

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

8.4 **Expenses of the Arbitrator**

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

8.5 **Expedited Arbitration and Mediation Process**

8.5.1 The parties shall meet quarterly or as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

8.5.2 All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of 20 (twenty) work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

- 8.5.3 By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.
- 8.5.4 The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.
- 8.5.5 The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- 8.5.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 8.5.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 8.5.8 No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of their Human Resources Unit.
- 8.5.9 Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
- 8.5.10 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- 8.5.11 The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Articles 8.1 through 8.4, excepting Article 8.3.1.
- 8.5.12 It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

8.6. **Procedure Guidelines**

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representative to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus."

Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

ARTICLE 9 DISCIPLINE, SUSPENSION AND DISMISSAL

9.1 Preamble

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

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

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

Where the Employer intends to interview an employee for disciplinary purposes, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative present at the interview.

For purposes of this Article, notice in writing given or sent to any employee shall be supplied concurrently to the Union.

9.2 Verbal Reprimand

The Program Coordinator will verbally outline to the employee any reasons for the reprimand, how he should correct his work or conduct and what will happen if his misconduct continues. There is no official written report of a verbal reprimand.

9.3 Letter of Reprimand

If the employee displays no positive response to the verbal reprimand, the Program Coordinator shall reprimand that employee by means of a letter of reprimand to the employee within 30 (thirty) 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, he will be given written notice of the suspension and the reasons for it in the notice. The days of suspension with or without pay shall be included in the notice.

9.5 **Dismissal**

Dismissal shall be effected by the Executive Director, after a committee of the Board of Directors has been informed. The employee shall receive written notice of the reasons for dismissal. Any employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

- 1 (one) week if without seniority
- 4 (four) weeks if permanent but less than 5 (five) years service
- 6 (six) weeks if 5 (five) years service but less than 10 (ten) years
- 8 (eight) weeks for employees with 10 (ten) or more years of service.

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

9.6 **Involuntary Demotion**

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

9.7 **Burden of Proof**

In all cases of discipline, 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.

9.8 **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.

9.9 **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.

Records of disciplinary action on an employee's personnel file shall be removed from the file after 12 (twelve) months, unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period. When such documents are removed, they shall be returned to the employee or to the Union.

ARTICLE 10 SENIORITY

10.1 Seniority Defined

All full time employees covered by this Agreement shall earn seniority from the date they are hired. Casual employees will earn seniority on an hourly basis as time worked.

10.2 Loss of Seniority

Seniority shall be broken and reduced to zero 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 a satisfactory reason is demonstrated.
- c) An employee has been on the re-employment list or laid off for 24 (twenty-four) months.
- d) An employee resigns in writing and does not withdraw that resignation within 5 (five) calendar days of its submission.
- e) A temporary employee's term has ended and he has not been re-hired for 24 (twenty-four) months.

10.3 Return to Scope

An employee returning to an in-scope position within 2 (two) years of a permanent appointment to an out-of-scope position shall have all previous in-scope seniority restored.

10.4 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 (thirty) 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.

ARTICLE 11 APPOINTMENTS AND PROBATIONARY PERIODS

Appointments

11.1 Position Designations

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

- a) Primary Youth Care Worker, or
- b) Full-time Night Youth Care Worker, or
- c) Casual Youth Care Worker.

11.2 Senior Qualified

All in-scope positions shall be filled only in accordance with this Article as well as **Article 3.18**.

The applicant who has the most experience with house programs at the time of the application shall fill new positions or vacancies. Should this experience be equal, the applicant with the most seniority will be selected for the position. Along with the above, applicants must meet the minimum requirements as set forth in the job posting for the classification involved.

There shall be no outside advertising and, there shall be no non-union applicants considered, until it is determined that there are no qualified applicants with seniority in the bargaining unit.

11.3 Vacancies Shall be Posted

Vacancies shall be posted for at least 10 (ten) calendar days unless the Employer and the Union agree to a longer or shorter period. A copy of each posting will be 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 (where employees are less than full-time, or are on vacation, sick leave, leave of absence, etc.) during the 10 (ten) 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 11.1
- c) a brief description of position duties
- d) qualifications required
- e) salary

- f) headquarters
- g) hours of work designation as per Article 15
- 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.

11.6 **Employment Equity**

With the Union's written agreement, the employer may designate particular positions to be filled in accordance with an employment equity policy, once such a policy is agreed to between the parties.

Probation

11.7 **On Initial Employment**

11.7.1 Upon initial employment, all employees shall serve a probationary period of **two hundred and fifty (250) hours worked**. This period may be extended in accordance with Article 11.7.3.

11.7.2 Employees shall serve the probationary period for their classification by accumulating time to the extent required over one or more working periods, providing there are no more than 200 (two-hundred) calendar days between working periods.

11.7.3 The employer may request from the Union an extension, no later than two weeks prior to the expiration of a probationary period, and shall include written reasons for the request. The length of the extension shall **not exceed a further two hundred and fifty (250) work hours**.

11.7.4 Should the Employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to termination. The employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in this Agreement.

11.7.5 **It is the employer's responsibility to ensure that each employee, whether new, promoted or re-classified, is fully orientated to his or her position.**

11.8

Assessment While on Probation

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

- a) Performance requirements established by the Employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills, and abilities appropriate to the job.
- b) The immediate supervisor shall evaluate performance by direct observation on at least two different occasions.
- c) Two written performance assessments will be completed for each employee during the probationary period.
- d) Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. A current job description is required when the final probationary review is complete.

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

11.9

On Promotion

11.9.1

A permanent employee who has been promoted shall serve a probationary period as stipulated for the class. A permanent employee who chooses to revert, or does not successfully complete the probationary period, shall revert to her former position, or by mutual agreement the employee may revert to a similar position at the same step in the salary range, subject to any increments she would have earned had the promotion not taken place.

11.9.2

A permanent employee displaced through Art. 11.9.1 shall also have the right to revert to her former position at her former step in the salary range, subject to any increments she would have received had she remained in that position. If no former position is available, she shall have the right to utilize Article 14.

11.10

From Re-employment List

A probationary period shall be served, except no probationary period shall be served by an employee with seniority who is re-employed in a position similar to a position in which she formerly held permanent status.

An employee who fails probation shall be returned to the re-employment list for the balance of her time on the list.

11.11

On Demotion

A probationary period shall be served, except no probationary period shall be required of a permanent employee who demotes involuntarily, or demotes into a classification in which she has previously attained permanent status.

An employee who fails probation shall revert, in accordance with Art. 11.9.

11.12

On Bumping

No probationary period will be required of a permanent employee who bumps in accordance with Article 14.

11.13

On Reclassification

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

If a permanent employee on probation in a reclassified position fails probation, the employee shall revert to the position in which the employee last held permanent status.

11.14

Leave During Probation

When an approved leave of absence of more than 30 (thirty) working days has been taken during probation, the employee will be required to serve that additional time.

11.15

Completion of Probation

Upon successful completion of a probationary period, the employee shall be appointed to permanent status, and the employee will be so informed in writing.

When the Employer does not terminate or fail the employee before the end of her probationary period, she will be deemed to have become a permanent employee in that position and classification.

ARTICLE 12 JOB SECURITY

12.1 Information Sharing

Society for the Involvement of Good Neighbours has developed a culture of transparency and sensitivity to issues concerning its employees. In that spirit, it is understood that the SIGN agency will provide the union with information on issues impacting on employment security for the SIGN Group Home employees on a timely basis, as such issues become known.

12.2 Short/Long Term Disability or Workers' Compensation Leave

As per current SIGN Adolescent Group Home Policy.

12.3 Employer Amalgamation

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

12.4 Duration of Temporary Positions

If a temporary position extends beyond six months, the employer shall provide rationale to the Union to extend position up to 24 (twenty-four) months.

12.5 Re-employment List for Temporary Employees

Where the term of employment of temporary employees has expired, or where their term has been shortened by lay-off, they shall have their name placed on a temporary employees' re-employment list for up to 24 (twenty-four) months, and when any new temporary position is created, they shall have their name and resume included in the list of applicants for such positions.

12.6 Reduction in Hours of Work

Permanent Youth Care Worker employees shall receive prior written notice of any reduction in hours of work, in accordance with the schedule in Article 13.3.

12.7 Assigning Shifts

It is the responsibility of the employee on shift to fill any vacant shifts due to employee illness or other approved leave of absences. If outside normal hours of work then the person on call (On-call Shift Coordinator) will be responsible to fill shift any way possible. The opportunities will be offered by seniority and classification prior to offering shifts to casual employees. The use of overtime will be the last option utilized when filling shifts.

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 and shifting arrangements 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) 4 (four) weeks written notice if his period of employment is less than 5 (five) years.
- b) 6 (six) weeks notice if his period of employment is 5 (five) years or more, but less than 10 (ten) years.
- c) 8 (eight) weeks written notice if his period of employment is 10 (ten) years or more.

Non-permanent employees (temporary employees and employees on initial probation in a permanent position) shall receive 2 (two) weeks written notice of job abolition or lay-off. Such employees shall retain their seniority unless they are not re-hired within 24 (twenty-four) months, as per Art. 10.2.

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.

Job Abolition

13.4 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 the pension plan.

An employee will notify the Employer in writing of the option he selected within 7 (seven) calendar days of receiving notice of job abolition.

13.5 Bumping

An employee may use his seniority to bump a vacancy within his own classification in his working locality. If no vacancies exist then an employee will bump the least senior employee in his classification in his working locality. If there is no such junior employee, he may bump downward, if qualified. 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 familiarization period in that new position. The familiarization period shall be 30 (thirty) days and the employee shall have reversion rights during this period. The employee would revert to the bumping process.

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 (twenty-four) 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.

Recall from Lay-off

13.7 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 qualified laid-off employees have been given an opportunity to be recalled.

13.8 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 Permanent Employees

The normal hours of work for all permanent fulltime employees shall be based on their normal number of hours worked within the shift pattern they are attached to on a monthly basis. This Article will be superceded by the completion of Article 14.1(a).

Four (4) On Four (4) Off Shift Pattern and Variations Allowed

- a) **The parties agree that within the life of the current collective agreement a letter of understanding will be generated and agreed upon covering the above captioned topics. This Letter of Understanding will also cover the definition of a day as well as the inclusion of hourly reductions for statutory holidays and EDO's within an agreed averaging period. Should the parties fail to agree on letter of understanding it is recognized the Union may access the grievance process.**

14.2 Paid Breaks

Every employee shall be entitled to a 15 (fifteen) minute paid break for each 4 (four) hours worked or employees shall take breaks with prior consultation with co-workers and can be breaks of shorter nature with increased frequency.

14.3 Variations Allowed

The hours of work as set out above may be varied by written agreement between the local Manager and shop steward, with respect to starting and quitting times, and length of lunch break.

The hours of work as set out above may be varied by written agreement between the parties with respect to averaging periods.

14.4 On Call

In order to provide adequate and necessary "on call" services to the Adolescent Group Home, the following will constitute the core duties of the on call worker.

1) On call duties:

- Be available for calls from the group home during off hours;
- Be available to go the group home on an emergency basis if required;
- Utilize the standby worker for any shift that requires filling;
- \$45 per day will be paid to an on call worker on her day off;
- On call work will not interfere with her vacation days or scheduled EDO;
- Employees will be required to serve a maximum of 60 days per year on call to be divided equally among six (6) full time staff and one (1) part time staff;
- In circumstances of no standby work the on call person will be paid time and one half (1 ½) to work the shift as well as the forty five (\$45.00) standby pay.

Standby Worker Job Description:

- \$20.00 per day will be paid to the standby worker;
- When the standby worker is called into work they shall be paid the appropriate wage level but only for the hours worked but for no less than four (4) hours.
- Selection of standby workers will not be based on seniority;
- The standby worker will be expected to fulfill the normal job requirements of the position they are covering.

ARTICLE 15 OVERTIME

15.1 Overtime - Permanent Employees

Daily overtime shall be hours in excess of regularly scheduled shift in any day. For the first four hours of overtime shall be paid at the rate of time and one –half regular salary and double time for all hours in excess of four. All overtime shall be approved in advance by management, except in emergency circumstances.

Authorized time worked on an employees scheduled day off shall be paid at the rate of one and **one half (1 ½) times their hourly salary.**

15.2 **Time Off in Lieu of Pay**

By mutual agreement between the Program Coordinator and the employee, the employee may take time off in lieu, calculated at the appropriate overtime rate, if applicable.

15.3 **Minimum Call-Back**

An employee called back or called in to work for overtime shall be guaranteed a minimum of four hours' pay at the appropriate overtime rate, if applicable.

15.4 **Overtime Voluntary**

Employees will not be required to work overtime, except to deal with emergency circumstances.

15.5 **Time in Lieu of Overtime**

Employees shall have the option of banking hours worked in training sessions for use at a later date.

ARTICLE 16 DESIGNATED HOLIDAYS

16.1 **Designated Days**

Leave of absence with pay shall be allowed for: New Years Day, **Family Day**, Good Friday, Victoria Day, Easter Monday, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

16.2 **Working on a Designated Holiday**

An employee who is required to work a full day on a designated holiday shall be entitled to pay of 2½ (two and one-half) times regular hourly salary, plus 1 (one) day off without pay within the pay period where possible.

ARTICLE 17 PAY ADMINISTRATION

17.1 **Rates of Pay**

The rates of pay contained in Appendix "A", "B", "C" & "D" 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-monthly, when each employee shall receive a statement showing period worked, gross salary earned, all deductions therefrom, and for what purpose.

17.3 **Annual Increments**

Every employee shall be entitled to an increment within his pay range. Permanent employees shall receive \$.25 per hour increase every 6 (six) months until the maximum of the salary range is obtained. Casual employees shall receive \$.10 per hour increase every 250 (two-hundred-fifty) hours worked until the maximum salary of the range is obtained.

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 **Pay Rate on Recall**

When an employee is re-employed after lay-off he shall be paid at that step in the range which gives him an hourly rate closest to the rate he was paid 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.

ARTICLE 18 JOB DESCRIPTION AND RECLASSIFICATION

18.1 **Employer to Establish a Class Plan**

All new or revised job descriptions shall be established in accordance with this Article.

The Employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibility are included in the same classification. Each job description will specify the knowledge, skills, abilities and experience required for each job.

All jobs shall be allocated to one of the job descriptions set forth in Appendix "A". Each employee will be given a job description upon commencement of employment.

The Employer may amend job descriptions from time to time as changes in organization and work assignments require. Copies of such amendments shall be forwarded to the Union a minimum of one month in advance of utilization.

18.2 **Job Description Manual**

A current manual of job descriptions shall be available at the request of an employee or the Union during regular working hours. The Employer shall provide a current copy of all job descriptions to the Union.

18.3 **Changes in Job Description**

When the duties of any job description are altered, or where there may be a position incorrectly classified, the employee or the Union may apply to the Employer for a job description review.

Where the parties cannot reach agreement, either party may refer the matter to arbitration in accordance with Article 8. All wages and benefits adjustments shall be retroactive to the date the written reclassification application was submitted.

18.4 **Challenges from Senior Employees**

When reclassification is due to new or additional duties and responsibilities being assigned to an employee, 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 job description is created, the parties will bargain collectively for its exclusion or inclusion in this Agreement, and if included, for its hours of work designation, probationary period and rate of pay.

18.6 **Arbitration of Disputes**

If agreement is not reached on any of the items in Article 18.5, the Employer may assign a hours of work designation, probationary period and rate of pay, and proceed to fill the position in accordance with Article 11, and the dispute shall be resolved pursuant to Article 8.

The rate or range of pay when finally decided will be retroactive to the date of appointment of any employee(s) hired. The retroactive application of the hours of work and probationary period will be a matter for the arbitrator to deal with, if the parties are unable to negotiate an agreement.

18.7 Pay Rate on Reclassification

If an employee's position is reclassified upward, her rate of pay shall be adjusted in accordance with the promotional formula (Art. 18.5).

18.8 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 re-employment list for a classification of positions similar to and with the same salary range as her position before it was downgraded.

ARTICLE 19 ALLOWANCES AND OTHER PAYMENTS

19.1 Accommodation and Meals

Normally employees shall be provided with meals by the employer to be consumed while supervising our clients. If circumstances dictate a change then prior approval must be obtained by management before an employee can provide their own lunch to be eaten in isolation of clients. The time of the lunch break to be in consultation with co-workers.

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 Employer business.

For employees required to use their vehicle to transport clients the employer will provide employees with the equivalent payment for insurance liability coverage up to \$1 (one) million dollars.

19.3 Severance Pay

This provision shall be provided consistent with the current Labour Standards Act and Regulations.

19.4 **Additional Training**

Training or education relating to job duties shall be provided to employees entirely funded by the employer.

ARTICLE 20 ANNUAL VACATIONS

20.1 **Vacation Entitlement**

Vacations will be provided according to the Labour Standards Act, with the agency acknowledging 3 (three) weeks for first 5 (five) years (5.77%), 4 (four) weeks after 5 (five) years, (7.69%) and 5 (five) weeks after 8 (eight) years (9.61%) of uninterrupted employment.

Permanent fulltime employees that have completed one calendar year of work for the employer shall be advanced their vacation credits at the beginning of each fiscal year. It is agreed by the parties, that the employer must have reasonable advanced notice of the period of vacation to be taken. Vacation requests will be made in writing to the employer with a response back in writing and will not be unreasonably denied by the employer.

20.2 **Vacation Leave Must be Authorized**

Leave provided in this Article must be authorized by the employee's Manager.

Full time employees shall take vacation anytime throughout the year as long as replacement workers are secured for backfilling of shifts.

Vacation leave shall be rotated to ensure equality regardless of seniority.

No employee shall be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.

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

20.3 **Designated Holiday During Vacation Leave**

When any holiday designated in Article 16 falls during an employee's annual vacation, she shall be granted one additional day's vacation.

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

Where hours of work vary from the standard 35 (thirty-five) hours per week, vacation time is calculated $x/52$ where x = number of weeks of annual vacation entitlement, multiplied by the number of hours worked.

Employees who receive vacation allowance on each pay cheque shall be granted leave of absence without pay, if requested. The leave must be taken at a time mutually agreed between the employee and the manager.

An employee may elect to bank such earning and be paid out when the employee takes vacation, provided she gives payroll at least 10 (ten) working days notice to effect payment.

20.5 **Vacation Pay on Overtime Earnings**

An employee shall receive together with her payment for overtime earnings, vacation pay at the rate specified in Article 21.5.

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

The manager shall, on the written request of an employee, authorize the carry-over of up to 5 (five) days of vacation leave into the following year.

In special circumstances, or certified illness, the Executive Director may approve the carry-over of additional days of vacation.

20.7 **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 such loss.

20.8 **Sickness During Vacation**

When an employee qualifies and is approved for sick leave, bereavement, or any other approved leave during the employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the employer and the employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.

20.9 **Vacation Leave on Superannuation**

In addition to any vacation earned up to September 30th of the preceding fiscal year, an employee leaving the Employer on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.

20.10 **Vacation Pay on Termination**

An employee who terminates with unused vacation leave to her credit shall be paid out for that leave within 14 (fourteen) days of her termination date.

An employee who terminates and has used more vacation leave than she has earned by her termination date shall have such overpayment deducted from any monies owed to her by the Employer.

The pay rate used will be the employee's rate of pay in effect on her termination date.

ARTICLE 21 SICK LEAVE

21.1 **Sick Leave Credits**

Sick leave shall be earned to all full time employees based on 5.77% of hours worked, up to 105 (one-hundred-five) hours per year. The maximum amount accumulated will be capped at 90 (ninety) days.

Any unused days shall be accumulated from year to year.

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

Sickness must be reported to the Program Coordinator or designate prior to the commencement of the shift.

21.2 **Medical Certificate**

The Executive director may require an employee to provide a doctor's certificate. If the employee's physician charges the employee for producing the certificate, the Employer will pay for it.

21.3 **Sick Leave Records**

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

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 Manager 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 (twelve) 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 6 (six) weeks 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 Manager 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 (twelve) 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 (twelve) months paternity leave without pay. Requests for such leave shall be made 1 (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 (fifteen) 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 1002 shall apply, unless satisfactory reason is demonstrated.

ARTICLE 23 BEREAVEMENT LEAVE AND PERSONAL LEAVE

For the definition of immediate family to include spouse, common-law spouse, same sex partner, son, son in law, daughter, daughter in law, father, father in law, mother, mother in law, brother, sister, grandchild, grandparent, any relative permanently residing in the employee's household or with whom the employee resides, a person who the employee considers is equivalent to being a member of their immediate family, or any other person on approval of the supervisor.

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 5 (five) days per occasion. 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 leave of absence shall be granted at the discretion of the Employer.

Currently - Bereavement policy will be consistent with Labour Standards Act. Special circumstances are to be negotiated with the Executive Director. Up to two day can be granted for bereavement leave, with up to an additional 5 (five) days being available which would be applied to the staff's available vacation leave.

23.2 **Personal Leave**

Employees shall be allowed leave of absence with pay, without loss of benefits, up to 3 (three) days per year taken from the employee sick leave credits. If no sick leave is available then other approved leaves may be utilized or the employee shall be allowed to take this time without pay.

23.3 Family Leave

Employees will be allowed up to 12 weeks unpaid leave to attend to compassionate family leave. Seniority and benefits will be maintained through the period of leave. During the period of leave it will be the responsibility of the employee to pay one half (1/2) the cost of their benefits.

23.4 Pressing Necessity/Weather Conditions

In the event of travel conditions, highway hotline or police warnings, employees will have the right to forego a scheduled or unscheduled shift without pay. There shall be no repercussions from the employer for this action. At the employer's discretion, other approved paid leaves may be utilized for this purpose.

ARTICLE 24 LEAVES OF ABSENCE

24.1 Leave of Absence

An employee may be entitled to leave of absence without pay for a maximum of 12 (twelve) 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.

At the expiration of the leave, the employee shall return to work, and shall be reinstated to her former position. The employee may apply for a renewal of the leave, up to a maximum of 1 (one) additional year, which may be approved at the employer's discretion.

ARTICLE 25 BENEFITS PLANS

25.1 Employee Benefits

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

- 1) Extended Health Benefits
- 2) Accidental Death and Dismemberment
- 3) Group Life
- 4) Dental Plan
- 5) Pension Plan
- 6) Optical Plan

ARTICLE 26 OCCUPATIONAL HEALTH AND SAFETY

Contained in Letter of Understanding #2 (two).

ARTICLE 27 WORKERS' COMPENSATION

27.1 Workers' Compensation Top-up

Where any employee is injured on the job, or incurs an industrial illness, and the accident or illness is compensable under The Workers' Compensation Act, the following shall apply:

The Employer will continue the employee on full salary as long as the employee's sick leave credits are not exhausted, and any wage replacement benefits the employee is eligible for from the Workers' Compensation Board will be paid directly to the Employer. These payments will occur from the date of injury.

The total payments to the employee made by the Employer shall not exceed normal earnings.

27.2 Proof of Disability

The Employer may require proof of disability before payments provided for in this Article are made.

27.3 Benefit Entitlement Continues

An employee who is being paid on the basis of this Article shall be deemed an active employee and shall continue to earn all benefits until 3 (three) years from date of injury or until he returns to work, whichever comes first. He shall be entitled to carry forward any unused vacation leave up to and including the full entitlement.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.1 When the Employer proposes to effect a technological change that is likely to affect the terms, conditions or tenure of employment of 2 (two) or more employees the Employer shall give notice of the technological change to the Union at least 90 (ninety) days prior to the date on which the technological change is to be effected.

ARTICLE 29 TERMS OF AGREEMENT

29.1 Duration

The term of this agreement shall be from **April 1, 2008 to March 31, 2010** and shall remain in force following that period until such time as a new agreement is ratified by both parties.

29.2 **Notice to Renegotiate**

Either party may, not less than 30 (thirty) days nor more than 60 (sixty) 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.

29.3 **Agreement to Continue in Force**

Where written notice has been given pursuant to Article 29.2, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

29.4 **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.

29.5 **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.

29.6 **Wage Re-opener**

The parties agree that if funding which includes benefits and allowances increase during the terms of this agreement, the parties will re-negotiate for various classification as funding allows.

Appendix "A"
Wage Scales

October 1, 2008

Permanent

\$14.44/hour + 7% (\$1.02 = \$15.46/hour retroactive to October 1, 2008

Casual

\$12.00/hour + 7% (.84) = \$12.84/hour retroactive October 1, 2008

Appendix "B"
Wage Scales

April 1, 2009

Permanent **\$15.46/hour + 3% (.46) = \$15.92/hour retroactive
April 1, 2009**

Casual **\$12.84/hour + 3% (.38) = \$13.22/hour retroactive
April 1, 2009**

Permanent Part time **effective April 1, 2009, all permanent part time
staff will receive a \$.25 increment per hour once
every six months until they reach a maximum
wage rate of \$14.44 per hour**

Appendix "E"

SIGN POLICY ON HARASSMENT

STATEMENT OF COMMITMENT

The Society for the Involvement of Good Neighbors (SIGN) is committed to providing a safe, positive work environment where everyone is treated with respect and dignity.

Harassment in the workplace is unacceptable and against the law. It will not be tolerated in any form.

DEFINITION OF HARASSMENT

Harassment is any unwanted conduct that offends or humiliates.

Harassment is prohibited on the following grounds; race, creed, religion, colour, sex, marital status, sexual orientation, family status, mental or physical disability, physical size or weight, age, nationality, ancestry of place of origin, or the receipt of public assistance.

Harassment may be verbal, physical, or psychological. It can include, but is not limited to:

- Jokes that cause awkwardness or embarrassment
- Display of racist, sexist or other offensive material
- Sexually suggestive or obscene comments or gestures
- Offensive sexual advances and propositions
- Unwanted physical contact such as touching, patting or pinching
- Physical assault, including sexual assault

EMPLOYER RESPONSIBILITY

The employer shall ensure that no encourage the harassment of another worker.

COVERAGE

- a. This policy will extend to cover:
- b. Employees at all levels
- c. Clients and consumers of SIGN's services
- d. Visitors to the SIGN building
- e. Applicants and candidates for employment

Harassment will not be tolerated in any work-related setting, such as work-related conferences, seminars, travel and social events.

COMPLAINT PROCEDURE

Informal Options

An employee is encouraged to consider the following informal options:

- Raise the issue with the person whose behavior is a problem. This could be done verbally or in writing.
- Inform the Program Coordinator, Supervisor, the Executive Director of SIGN, or the SIGN Personnel Committee and ask him/her to informally discuss the situation with the alleged harasser.

Formal Options

If informal options are inappropriate or unsuccessful, an employee can file a formal complaint with one of the following people:

- Executive Director of SIGN
- Program Coordinator or Supervisor
- SIGN Personnel Committee

DEALING WITH A FORMAL COMPLAINT

Confidentiality

Any complaint of harassment will be kept in confidence, except as is necessary to investigate and resolve the situation.

Investigation

An investigation will be undertaken immediately. The alleged harasser will be notified within three (3) days of the complaint.

The complaint and the alleged harasser will both be interviewed along with any individuals who may be able to provide relevant information.

Discipline

If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately.

Corrective Action will be determined following the investigation of each individual incident.

Documentation

If the investigation fails to find evidence to support the complaint, there will be no documentation regarding the complaint placed in the file of the alleged harasser.

Retaliation

Retaliation against any individual for reporting harassment or providing information will not be tolerated.

APPEAL PROCESS

Within thirty (30) days, either the complaint or the respondent may make a written request that the investigation be reviewed for thoroughness. The request must state what aspect of the investigation is inadequate. The request must be submitted to the Executive Director of SIGN or the SIGN Personnel Committee who will determine if the investigation is to be re-opened in order to address concerns raised.

OTHER OPTIONS

This policy is meant to provide an effective redress mechanism. However, every employee also has the right to file a complaint with an outstanding agency, such as a Human Rights Commission or the Occupational Health and Safety Division, Saskatchewan Labour.

NOTATIONS

All employers have full access to the Occupational Health and Safety Manuals for further reference.

An employer shall ensure that the policy statement is reviewed and, where necessary, revised every three years and whenever there is a change of circumstances that may affect the health or safety of workers.

LETTER OF UNDERSTANDING #1

Re: Human Resources Plan

The parties to Collective Agreement agree to jointly develop and implement a Human Resources Plan (HRP) to be provided to the funding agencies. The HRP shall encompass at minimum the following:

1. Joint Union/management committee composed of equal representation.
2. Recruitment and Retention issues with recommendations for improving existing situations.
3. Establishment of a quantitative weighted point style system based on the established factors of skills, effort, responsibility and working conditions similar to the SARC plan.
4. Establishment of "system maintenance" to ensure periodic monitoring to maintain equity.
5. Establishment of a reasonable timetable for implementation, and effective dates.
6. There shall be no decrease in wages or red-circling of employee salaries.
7. Impasses between the parties may be referred to Arbitration.
8. Any money for this process shall be over and above normal wage increases.
9. Establish a 4 on/4 off shift pattern that balances the needs of employees and client care.

LETTER OF UNDERSTANDING #2

Re: Occupational Health and Safety

Occupational Health Committee

The Occupational Health Committee shall have a continuing concern with respect to the health and safety of workers 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.

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.

The employer will consider as hours worked, all time spent by committee members at committee meetings, conducting business authorized by the committee, 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 Articles 14 and 15.

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 the Union, and the Department of Labour. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any employee and the Union.

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.

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 the Union (and the Department of Labour if required or deemed advisable).

Joint Employer-Employee Committees

Joint employer-employee Occupational Health Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than 2 (two) and not more than 12 (twelve) members. At least one half of the committee members shall be employees elected or appointed by the Union members or the Union, and each committee shall have employer and employee co-chairpersons, as appointed by their respective parties.

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.

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.

Protective Clothing and Equipment

Any necessary clothing and personal protective equipment will be provided by the employer at the employer's expense. (i.e. cell phones , walkie talkies)

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 that are appropriate in the circumstances.

Right to Refuse

Every employee through consultation with her steward, has the right to refuse work which she feels is dangerous, provided that prior to such refusal, she has informed her supervisor and the worker committee co-chairperson of her opinion.

The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the employer of any unsafe condition(s), and the employer will undertake suitable corrective measures, and report in writing to the committee of action he has taken. If the committee is of the unanimous opinion that the worker's refusal was unwarranted, the committee will meet with the worker(s) affected, and report to them the reasons for its decision.

The employer shall not re-assign disputed work to another worker until the committee's investigation has concluded that the work is safe.

If the Employer takes action against any worker (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the employer shows good and sufficient other reason for taking such action. Temporary assignment to alternative work at no loss in pay or benefits during the worker's refusal will not be considered as discriminatory action.

Occupational Health Committee Training

Subject to reasonable notice being given, all members or alternates of a committee may receive up to 5 (five) days leave with pay, per year, to attend occupational health and safety training courses or seminars.

Provision of Information

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.

The employer will notify the committee and the Chief Executive Officer of the Union 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 could have caused injury to any worker.

The employer will notify the Union 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 Union with a copy of all interim and final reports prepared as a result of such investigation(s).

The employer will provide to the Union any report the employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

LETTER OF UNDERSTANDING #3

Re: Rate of pay for out of town trips

- A. Out of town recreational trips that extend beyond the normal hours of scheduled work will be compensated in the following way:
 - 1. Day trips – hours worked for will be paid at the employees regular hourly wage.
 - 2. Overnight camping trips – hours between 8:00 a.m. – 12:00 a.m. (midnight) will be paid at the employees hourly wage. Hours worked between midnight – 8:00 a.m. will be designated as a camp shift and paid \$50.00 per night.
 - 3. Employees working during camping trips and day trips are expected to be working at all times during the duration of the trip. Any breaks taken during the trip should be in consultation with co-workers and considering the needs of the clientele.
- B. Medical appointments and planning conferences that involve out of town travel. Employees will be compensated in the following way:

Hours worked beyond a 12 hour shift will be paid at an overtime rate of time and a half. Expenses pertaining to the trip will be reimbursed to the employee based on receipts submitted to the employer.

LETTER OF UNDERSTANDING #4

Re: On Call Shift Coordinator

The On-Call Shift Coordinator will be responsible to arrange shifts coverage from established procedures. These duties shall be posted and the competition process outlined in the Collective Agreement will be used to determine senior qualified candidate. These duties and the assignment shall be reviewed after one year anniversary of the assignment, or sooner if mutually agreed to do so, between the parties to the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING #5

Re: Creation of Permanent Part Time Primary Youth Care Worker position

The employer agrees to create a Permanent Part time position in the Primary Youth Care Worker Classification to be filled using the competition process outlined in the Collective Agreement. This position will have all rights afforded to Permanent employees except on a prorated basis. This position will generally work less than full time hours on an ongoing basis. Shifts will be established and offered at least two weeks in advance. This position will work approximately 8 to 10 shifts per month and in addition be utilized for the backfill of sick leave and vacation backfill for permanent staff prior to casual positions being used. This position will be created as a pilot project and subject to review after one year in existence or sooner if mutually agreed to do so between the parties to the Collective Agreement.

SIGNING PAGE

On behalf of SIGN

On behalf of the Saskatchewan
Government &
General Employees' Union

Myrna Rhinas,
SIGN Board Chair

Melissa Graff,
Chairperson, Negotiating Committee

Richard Sevigny,
Program Co-ordinator

Diane Hemauer
Negotiating Committee Member

Trudy Shingoose
Group Home Coordinator

Ramona Lafontaine
Negotiating Committee Member

Diane Hemaer,
Chair, Negotiating Committee

Joseph Pylatuk
Agreement Administration Advisor

Dale Schmeichal
Executive Director

Dated: _____

Dated: _____

**Articles of a
Collective Bargaining Agreement**

Between

**Society for the Involvement of Good Neighbours
Adolescent Group Home
LOCAL 551 7**

and the

**Saskatchewan Government and General
Employees' Union**

April 1, 2008 - March 31, 2010

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Articles of a Collective Bargaining Agreement made in duplicate on August 11, 2009,
with retroactive application to March 31, 2009

BETWEEN

the Society for the Involvement of Good Neighbours hereinafter referred to as
"the Employer,"

Party of the first Part,

AND

the Saskatchewan Government and General Employees' Union, hereinafter referred to
as "the Union",

Party of the second Part.

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 cooperation 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,

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 SIGN Adolescent Group Home employees excluding the following:

- a) Executive Director
- b) Program Coordinator
- c) Practicum Students/Volunteers
- d) Temporary positions funded primarily by job creation or employment training programs administered by the Federal or Provincial governments, so long as it does not lead to a reduction in staff or to a reduction in available hours for existing staff.

ARTICLE 3 INTERPRETATION

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

- 3.1 **Executive Director** means the C.E.O. of Society for the Involvement of Good Neighbours – Adolescent Group Home.
- 3.2 **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.
- 3.3 **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.
- 3.4 **Employee or employees** means a person to which the terms of this Agreement apply as indicated in Article 2.
- 3.5 **The Employer** means The Society for the Involvement of Good Neighbours.
- 3.6 **Full-time** means an employee who works full-time hours on a regularly scheduled basis, as either a Primary Youth Care Worker or a full time night shift Youth Care Worker.
- 3.7 **Gender** - he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 3.8 **Manager** means usually the first level of management which is out-of-scope of this Agreement.
- 3.9 **The Parties** means the parties to this Agreement, *i.e.*, the Employer and the Union.
- 3.10 **Casual** means an employee who works less than full time daily, weekly or monthly, but reports for work on a call in basis or on a scheduled basis.

- 3.11 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Article 18.
- 3.12 **Permanent Employee** means an employee who has completed a probationary period from date of hire.
- 3.13 **Job Description** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 3.14 **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.
- 3.15 **Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed 24 (twenty-four) months.
- 3.16 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Society for the Involvement of Good Neighbours, Adolescent Group Home.
- 3.17 **Re-employment List** means list where employees keep their previous seniority in place to compete for competitions.
- 3.18 **Competitive Process** means the testing of an individuals knowledge, skills, ability and experience for a job posting whether it be full-time, temporary or casual.

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

4.3 **Employer to Deduct and Remit Dues**

On signed authorization by an employee, the employer shall deduct, on behalf of the Union all initiation fees, dues, assessments, or levies, uniformly required from the pay cheques of each employee, who as a condition of employment is required to submit such initiation fees, dues, assessments, or levies. The employer shall remit the same to the Executive Director of Operations of the Union prior to the 20th day of the month following the calendar month in which the deduction is made, accompanied by a list of names classification and addresses of employees from whose wages the deductions have been made. Such list may be transferred electronically by the Employer to the Union.

4.4 **Monthly Statement**

A monthly statement shall also be forwarded to the Executive Director of Operations of the Union 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 or require 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 in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of in-service training or education or in emergency when replacement employees are not available.

4.7 **Employees Temporarily Performing Out-of-Scope Duties**

An employee covered by this Agreement who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.

4.8 **No Contracting Out**

The employer agrees that all work or services performed by the employer relating to the SIGN Adolescent Group Home 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.

4.9 **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 shall be given 30 (thirty) minutes during working hours to acquaint him with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

4.10 **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 may be of interest to the employees.

4.11 **Non-Discrimination**

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

4.12 **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.

4.13 **Union Access**

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

4.14 **Access to Employer's Premises**

Subject to the approval of the Executive Director or designate, the Employer may allow the Union to conduct educational and business functions for employees on the Employer's premises during off hours. Such approval shall not be unreasonably withheld. (I.E. SIGN Boardroom)

4.15 **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.

4.16 **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 1 (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 to the Employer.

4.17 **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.

4.18 **Whistle-Blowing**

No employee shall be disciplined in any way for disclosing or reporting actions or policies which are harmful to the environment, harmful to the individual, are unlawful, are mismanagement of funds, or pursue policies contrary to the stated aims of the employer.

4.19 **Replacement Workers**

The Employer agrees that it will not hire replacement workers while any employees of the Employer are locked out or on strike. The Employer will not contract out any bargaining unit work during the course of a labour-management dispute.

ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

5.1 **Labour/Management Committee**

A joint labour/management committee shall be struck, and shall be composed of representatives of the Employer and the Union.

The functions of the committee will be to discuss and resolve any issues, problems or concerns of mutual interest.

The committee shall meet every other month, or more often on the request of either party within 7 (seven) working days. Meetings will accommodate working hours of employees unless otherwise agreed upon by the Union. Members will attend meetings of the committee on a leave with pay basis, not subject to reimbursement by the Union.

5.2 **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 as far in advance as possible before they are dealt with at a board meeting.

5.3 **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.

5.4 **Legal Costs**

The Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of the performance of the normal duties of her employment for the Employer. The lawyer shall be mutually agreed upon by the parties to this Agreement, unless the lawyer is appointed by the Employer's insurer.

5.5 **Names of Stewards**

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

5.6 **Printing of Agreement**

The Union will be responsible for printing costs and photocopying 40 (forty) copies of the first Collective Bargaining Agreement. This Agreement will be printed in a unionized shop.

ARTICLE 6 HARASSMENT

6.1 **Harassment**

The Employer agrees that no form of harassment shall be allowed in the workplace. Complaints of harassment shall be handled in accordance with Appendix "E", which forms part of this Agreement.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 **Staff/Employer Meetings**

- a) When an employee is requested to attend a meeting with the **employer** the employee shall have notice of the reason and context of the meeting. Should there be any potential disciplinary aspect to the meeting, the notice for the meeting shall be timed such that the employee is able to arrange for a union steward to be present. This process will be completed within (5) days.
- b) An employee who believes that she has a justifiable request or complaint may discuss such matter with her supervisor or shop steward. The supervisor or shop steward may discuss such matter with the Manager in the presence of the employee. The Manager shall state her decision within 2 (two) working days or a time mutually agreed upon and shall be presented to the employee and her representative.

7.2 **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 (as per Art. 5.5) or by a paid SGEU Staff Representative.

7.3 **Access to Grievance Procedure Limited**

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.

7.4 **Permission to Leave Work**

Any employee who feels that she has been aggrieved, or any employee with relevant grievance information, shall receive permission from her supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative.

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 for the employee or steward to leave work immediately due to work requirements, other arrangements shall be made on work time as soon as possible.

7.5 **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 Manager within 42 (forty-two) calendar days of discovery of cause for a grievance. The Manager shall render a decision in writing within 10 (ten) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director of the Employer and the Union.

Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 14 (fourteen) calendar days submit the grievance to the Executive Director or designate who will render his or her decision in writing within 10 (ten) 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 (fourteen) calendar days.

7.6 **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. Violation of this provision shall result in the Employer awarding the settlement sought in the grievance.

7.7 **Group Grievance**

Where a group of employees has a grievance, Step 1 of this Article may be bypassed.

7.8 **Union May File Grievance**

The Union shall have the right to file a grievance on its own behalf or on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided for in this Agreement. The Union may also file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such a grievance shall commence at Step 2.

7.9 **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 settlement of disputes on procedural technicalities. Notwithstanding the foregoing, it is clearly understood that the time limits established are for the sake of procedural orderliness and are to be adhered. Should either party fail to adhere to the time limits, the onus is on that part to justify its failure to adhere to the time limits.

If the Employer fails to observe the time limits in the steps of the grievance procedure, the grievance will be deemed to be advanced to the next step.

7.10 **Access to Grievance Information from Employer**

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

ARTICLE 8 ARBITRATION

8.1 **Selection of an Arbitrator**

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

The list will be comprised of the following persons:

Robert Pelton, Francine Chad-Smith, John Stamatinos.

8.2 **Procedure**

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

8.2.2 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.

8.2.3 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.

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

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

8.3 **Decision of the Arbitrator**

8.3.1 The arbitrator shall render a decision within 15 (fifteen) days of the end of the hearings.

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

8.3.3 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.

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

8.4 **Expenses of the Arbitrator**

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

8.5 **Expedited Arbitration and Mediation Process**

8.5.1 The parties shall meet quarterly or as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

An agreed schedule for the process will be arranged in advance, based on a mutual assessment of the length of time needed to present each case.

8.5.2 All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of 20 (twenty) work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence
- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

- 8.5.3 By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.
- 8.5.4 The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.
- 8.5.5 The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- 8.5.6 Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- 8.5.7 All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- 8.5.8 No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of their Human Resources Unit.
- 8.5.9 Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
- 8.5.10 The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
- 8.5.11 The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Articles 8.1 through 8.4, excepting Article 8.3.1.
- 8.5.12 It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

8.6. **Procedure Guidelines**

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representative to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of "onus."

Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before him/her. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

ARTICLE 9 DISCIPLINE, SUSPENSION AND DISMISSAL

9.1 Preamble

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

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

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

Where the Employer intends to interview an employee for disciplinary purposes, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative present at the interview.

For purposes of this Article, notice in writing given or sent to any employee shall be supplied concurrently to the Union.

9.2 Verbal Reprimand

The Program Coordinator will verbally outline to the employee any reasons for the reprimand, how he should correct his work or conduct and what will happen if his misconduct continues. There is no official written report of a verbal reprimand.

9.3 Letter of Reprimand

If the employee displays no positive response to the verbal reprimand, the Program Coordinator shall reprimand that employee by means of a letter of reprimand to the employee within 30 (thirty) 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, he will be given written notice of the suspension and the reasons for it in the notice. The days of suspension with or without pay shall be included in the notice.

9.5 **Dismissal**

Dismissal shall be effected by the Executive Director, after a committee of the Board of Directors has been informed. The employee shall receive written notice of the reasons for dismissal. Any employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

- 1 (one) week if without seniority
- 4 (four) weeks if permanent but less than 5 (five) years service
- 6 (six) weeks if 5 (five) years service but less than 10 (ten) years
- 8 (eight) weeks for employees with 10 (ten) or more years of service.

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

9.6 **Involuntary Demotion**

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

9.7 **Burden of Proof**

In all cases of discipline, 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.

9.8 **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.

9.9 **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.

Records of disciplinary action on an employee's personnel file shall be removed from the file after 12 (twelve) months, unless there are disciplinary documents of equal or greater severity placed on the employee's file within that period. When such documents are removed, they shall be returned to the employee or to the Union.

ARTICLE 10 SENIORITY

10.1 Seniority Defined

All full time employees covered by this Agreement shall earn seniority from the date they are hired. Casual employees will earn seniority on an hourly basis as time worked.

10.2 Loss of Seniority

Seniority shall be broken and reduced to zero 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 a satisfactory reason is demonstrated.
- c) An employee has been on the re-employment list or laid off for 24 (twenty-four) months.
- d) An employee resigns in writing and does not withdraw that resignation within 5 (five) calendar days of its submission.
- e) A temporary employee's term has ended and he has not been re-hired for 24 (twenty-four) months.

10.3 Return to Scope

An employee returning to an in-scope position within 2 (two) years of a permanent appointment to an out-of-scope position shall have all previous in-scope seniority restored.

10.4 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 (thirty) 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.

ARTICLE 11 APPOINTMENTS AND PROBATIONARY PERIODS

Appointments

11.1 Position Designations

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

- a) Primary Youth Care Worker, or
- b) Full-time Night Youth Care Worker, or
- c) Casual Youth Care Worker.

11.2 Senior Qualified

All in-scope positions shall be filled only in accordance with this Article as well as **Article 3.18**.

The applicant who has the most experience with house programs at the time of the application shall fill new positions or vacancies. Should this experience be equal, the applicant with the most seniority will be selected for the position. Along with the above, applicants must meet the minimum requirements as set forth in the job posting for the classification involved.

There shall be no outside advertising and, there shall be no non-union applicants considered, until it is determined that there are no qualified applicants with seniority in the bargaining unit.

11.3 Vacancies Shall be Posted

Vacancies shall be posted for at least 10 (ten) calendar days unless the Employer and the Union agree to a longer or shorter period. A copy of each posting will be 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 (where employees are less than full-time, or are on vacation, sick leave, leave of absence, etc.) during the 10 (ten) 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 11.1
- c) a brief description of position duties
- d) qualifications required
- e) salary

- f) headquarters
- g) hours of work designation as per Article 15
- 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.

11.6 **Employment Equity**

With the Union's written agreement, the employer may designate particular positions to be filled in accordance with an employment equity policy, once such a policy is agreed to between the parties.

Probation

11.7 **On Initial Employment**

11.7.1 Upon initial employment, all employees shall serve a probationary period of **two hundred and fifty (250) hours worked**. This period may be extended in accordance with Article 11.7.3.

11.7.2 Employees shall serve the probationary period for their classification by accumulating time to the extent required over one or more working periods, providing there are no more than 200 (two-hundred) calendar days between working periods.

11.7.3 The employer may request from the Union an extension, no later than two weeks prior to the expiration of a probationary period, and shall include written reasons for the request. The length of the extension shall **not exceed a further two hundred and fifty (250) work hours**.

11.7.4 Should the Employer decide to terminate the employee, the employee will be given the reasons, in writing, prior to termination. The employee will be given an opportunity to respond, and if necessary, to engage the grievance procedure contained in this Agreement.

11.7.5 **It is the employer's responsibility to ensure that each employee, whether new, promoted or re-classified, is fully orientated to his or her position.**

11.8

Assessment While on Probation

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

- a) Performance requirements established by the Employer will be communicated to the employee, in writing, at the outset and discussed during the employee's probationary period. Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills, and abilities appropriate to the job.
- b) The immediate supervisor shall evaluate performance by direct observation on at least two different occasions.
- c) Two written performance assessments will be completed for each employee during the probationary period.
- d) Performance assessments will be discussed with the employee and shall be signed by the employee to indicate awareness of the assessment. A current job description is required when the final probationary review is complete.

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

11.9

On Promotion

11.9.1

A permanent employee who has been promoted shall serve a probationary period as stipulated for the class. A permanent employee who chooses to revert, or does not successfully complete the probationary period, shall revert to her former position, or by mutual agreement the employee may revert to a similar position at the same step in the salary range, subject to any increments she would have earned had the promotion not taken place.

11.9.2

A permanent employee displaced through Art. 11.9.1 shall also have the right to revert to her former position at her former step in the salary range, subject to any increments she would have received had she remained in that position. If no former position is available, she shall have the right to utilize Article 14.

11.10

From Re-employment List

A probationary period shall be served, except no probationary period shall be served by an employee with seniority who is re-employed in a position similar to a position in which she formerly held permanent status.

An employee who fails probation shall be returned to the re-employment list for the balance of her time on the list.

11.11

On Demotion

A probationary period shall be served, except no probationary period shall be required of a permanent employee who demotes involuntarily, or demotes into a classification in which she has previously attained permanent status.

An employee who fails probation shall revert, in accordance with Art. 11.9.

11.12

On Bumping

No probationary period will be required of a permanent employee who bumps in accordance with Article 14.

11.13

On Reclassification

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

If a permanent employee on probation in a reclassified position fails probation, the employee shall revert to the position in which the employee last held permanent status.

11.14

Leave During Probation

When an approved leave of absence of more than 30 (thirty) working days has been taken during probation, the employee will be required to serve that additional time.

11.15

Completion of Probation

Upon successful completion of a probationary period, the employee shall be appointed to permanent status, and the employee will be so informed in writing.

When the Employer does not terminate or fail the employee before the end of her probationary period, she will be deemed to have become a permanent employee in that position and classification.

ARTICLE 12 JOB SECURITY

12.1 Information Sharing

Society for the Involvement of Good Neighbours has developed a culture of transparency and sensitivity to issues concerning its employees. In that spirit, it is understood that the SIGN agency will provide the union with information on issues impacting on employment security for the SIGN Group Home employees on a timely basis, as such issues become known.

12.2 Short/Long Term Disability or Workers' Compensation Leave

As per current SIGN Adolescent Group Home Policy.

12.3 Employer Amalgamation

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

12.4 Duration of Temporary Positions

If a temporary position extends beyond six months, the employer shall provide rationale to the Union to extend position up to 24 (twenty-four) months.

12.5 Re-employment List for Temporary Employees

Where the term of employment of temporary employees has expired, or where their term has been shortened by lay-off, they shall have their name placed on a temporary employees' re-employment list for up to 24 (twenty-four) months, and when any new temporary position is created, they shall have their name and resume included in the list of applicants for such positions.

12.6 Reduction in Hours of Work

Permanent Youth Care Worker employees shall receive prior written notice of any reduction in hours of work, in accordance with the schedule in Article 13.3.

12.7 Assigning Shifts

It is the responsibility of the employee on shift to fill any vacant shifts due to employee illness or other approved leave of absences. If outside normal hours of work then the person on call (On-call Shift Coordinator) will be responsible to fill shift any way possible. The opportunities will be offered by seniority and classification prior to offering shifts to casual employees. The use of overtime will be the last option utilized when filling shifts.

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 and shifting arrangements 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) 4 (four) weeks written notice if his period of employment is less than 5 (five) years.
- b) 6 (six) weeks notice if his period of employment is 5 (five) years or more, but less than 10 (ten) years.
- c) 8 (eight) weeks written notice if his period of employment is 10 (ten) years or more.

Non-permanent employees (temporary employees and employees on initial probation in a permanent position) shall receive 2 (two) weeks written notice of job abolition or lay-off. Such employees shall retain their seniority unless they are not re-hired within 24 (twenty-four) months, as per Art. 10.2.

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.

Job Abolition

13.4 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 the pension plan.

An employee will notify the Employer in writing of the option he selected within 7 (seven) calendar days of receiving notice of job abolition.

13.5 Bumping

An employee may use his seniority to bump a vacancy within his own classification in his working locality. If no vacancies exist then an employee will bump the least senior employee in his classification in his working locality. If there is no such junior employee, he may bump downward, if qualified. 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 familiarization period in that new position. The familiarization period shall be 30 (thirty) days and the employee shall have reversion rights during this period. The employee would revert to the bumping process.

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 (twenty-four) 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.

Recall from Lay-off

13.7 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 qualified laid-off employees have been given an opportunity to be recalled.

13.8 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 Permanent Employees

The normal hours of work for all permanent fulltime employees shall be based on their normal number of hours worked within the shift pattern they are attached to on a monthly basis. This Article will be superceded by the completion of Article 14.1(a).

Four (4) On Four (4) Off Shift Pattern and Variations Allowed

- a) **The parties agree that within the life of the current collective agreement a letter of understanding will be generated and agreed upon covering the above captioned topics. This Letter of Understanding will also cover the definition of a day as well as the inclusion of hourly reductions for statutory holidays and EDO's within an agreed averaging period. Should the parties fail to agree on letter of understanding it is recognized the Union may access the grievance process.**

14.2 Paid Breaks

Every employee shall be entitled to a 15 (fifteen) minute paid break for each 4 (four) hours worked or employees shall take breaks with prior consultation with co-workers and can be breaks of shorter nature with increased frequency.

14.3 Variations Allowed

The hours of work as set out above may be varied by written agreement between the local Manager and shop steward, with respect to starting and quitting times, and length of lunch break.

The hours of work as set out above may be varied by written agreement between the parties with respect to averaging periods.

14.4 On Call

In order to provide adequate and necessary "on call" services to the Adolescent Group Home, the following will constitute the core duties of the on call worker.

1) On call duties:

- Be available for calls from the group home during off hours;
- Be available to go the group home on an emergency basis if required;
- Utilize the standby worker for any shift that requires filling;
- \$45 per day will be paid to an on call worker on her day off;
- On call work will not interfere with her vacation days or scheduled EDO;
- Employees will be required to serve a maximum of 60 days per year on call to be divided equally among six (6) full time staff and one (1) part time staff;
- In circumstances of no standby work the on call person will be paid time and one half (1 ½) to work the shift as well as the forty five (\$45.00) standby pay.

Standby Worker Job Description:

- \$20.00 per day will be paid to the standby worker;
- When the standby worker is called into work they shall be paid the appropriate wage level but only for the hours worked but for no less than four (4) hours.
- Selection of standby workers will not be based on seniority;
- The standby worker will be expected to fulfill the normal job requirements of the position they are covering.

ARTICLE 15 OVERTIME

15.1 **Overtime - Permanent Employees**

Daily overtime shall be hours in excess of regularly scheduled shift in any day. For the first four hours of overtime shall be paid at the rate of time and one –half regular salary and double time for all hours in excess of four. All overtime shall be approved in advance by management, except in emergency circumstances.

Authorized time worked on an employees scheduled day off shall be paid at the rate of one and **one half (1 ½) times their hourly salary.**

15.2 **Time Off in Lieu of Pay**

By mutual agreement between the Program Coordinator and the employee, the employee may take time off in lieu, calculated at the appropriate overtime rate, if applicable.

15.3 **Minimum Call-Back**

An employee called back or called in to work for overtime shall be guaranteed a minimum of four hours' pay at the appropriate overtime rate, if applicable.

15.4 **Overtime Voluntary**

Employees will not be required to work overtime, except to deal with emergency circumstances.

15.5 **Time in Lieu of Overtime**

Employees shall have the option of banking hours worked in training sessions for use at a later date.

ARTICLE 16 DESIGNATED HOLIDAYS

16.1 **Designated Days**

Leave of absence with pay shall be allowed for: New Years Day, **Family Day**, Good Friday, Victoria Day, Easter Monday, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

16.2 **Working on a Designated Holiday**

An employee who is required to work a full day on a designated holiday shall be entitled to pay of 2½ (two and one-half) times regular hourly salary, plus 1 (one) day off without pay within the pay period where possible.

ARTICLE 17 PAY ADMINISTRATION

17.1 **Rates of Pay**

The rates of pay contained in Appendix "A", "B", "C" & "D" 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-monthly, when each employee shall receive a statement showing period worked, gross salary earned, all deductions therefrom, and for what purpose.

17.3 **Annual Increments**

Every employee shall be entitled to an increment within his pay range. Permanent employees shall receive \$.25 per hour increase every 6 (six) months until the maximum of the salary range is obtained. Casual employees shall receive \$.10 per hour increase every 250 (two-hundred-fifty) hours worked until the maximum salary of the range is obtained.

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 **Pay Rate on Recall**

When an employee is re-employed after lay-off he shall be paid at that step in the range which gives him an hourly rate closest to the rate he was paid 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.

ARTICLE 18 JOB DESCRIPTION AND RECLASSIFICATION

18.1 **Employer to Establish a Class Plan**

All new or revised job descriptions shall be established in accordance with this Article.

The Employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibility are included in the same classification. Each job description will specify the knowledge, skills, abilities and experience required for each job.

All jobs shall be allocated to one of the job descriptions set forth in Appendix "A". Each employee will be given a job description upon commencement of employment.

The Employer may amend job descriptions from time to time as changes in organization and work assignments require. Copies of such amendments shall be forwarded to the Union a minimum of one month in advance of utilization.

18.2 **Job Description Manual**

A current manual of job descriptions shall be available at the request of an employee or the Union during regular working hours. The Employer shall provide a current copy of all job descriptions to the Union.

18.3 **Changes in Job Description**

When the duties of any job description are altered, or where there may be a position incorrectly classified, the employee or the Union may apply to the Employer for a job description review.

Where the parties cannot reach agreement, either party may refer the matter to arbitration in accordance with Article 8. All wages and benefits adjustments shall be retroactive to the date the written reclassification application was submitted.

18.4 **Challenges from Senior Employees**

When reclassification is due to new or additional duties and responsibilities being assigned to an employee, 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 job description is created, the parties will bargain collectively for its exclusion or inclusion in this Agreement, and if included, for its hours of work designation, probationary period and rate of pay.

18.6 **Arbitration of Disputes**

If agreement is not reached on any of the items in Article 18.5, the Employer may assign a hours of work designation, probationary period and rate of pay, and proceed to fill the position in accordance with Article 11, and the dispute shall be resolved pursuant to Article 8.

The rate or range of pay when finally decided will be retroactive to the date of appointment of any employee(s) hired. The retroactive application of the hours of work and probationary period will be a matter for the arbitrator to deal with, if the parties are unable to negotiate an agreement.

18.7 Pay Rate on Reclassification

If an employee's position is reclassified upward, her rate of pay shall be adjusted in accordance with the promotional formula (Art. 18.5).

18.8 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 re-employment list for a classification of positions similar to and with the same salary range as her position before it was downgraded.

ARTICLE 19 ALLOWANCES AND OTHER PAYMENTS

19.1 Accommodation and Meals

Normally employees shall be provided with meals by the employer to be consumed while supervising our clients. If circumstances dictate a change then prior approval must be obtained by management before an employee can provide their own lunch to be eaten in isolation of clients. The time of the lunch break to be in consultation with co-workers.

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 Employer business.

For employees required to use their vehicle to transport clients the employer will provide employees with the equivalent payment for insurance liability coverage up to \$1 (one) million dollars.

19.3 Severance Pay

This provision shall be provided consistent with the current Labour Standards Act and Regulations.

19.4 **Additional Training**

Training or education relating to job duties shall be provided to employees entirely funded by the employer.

ARTICLE 20 ANNUAL VACATIONS

20.1 **Vacation Entitlement**

Vacations will be provided according to the Labour Standards Act, with the agency acknowledging 3 (three) weeks for first 5 (five) years (5.77%), 4 (four) weeks after 5 (five) years, (7.69%) and 5 (five) weeks after 8 (eight) years (9.61%) of uninterrupted employment.

Permanent fulltime employees that have completed one calendar year of work for the employer shall be advanced their vacation credits at the beginning of each fiscal year. It is agreed by the parties, that the employer must have reasonable advanced notice of the period of vacation to be taken. Vacation requests will be made in writing to the employer with a response back in writing and will not be unreasonably denied by the employer.

20.2 **Vacation Leave Must be Authorized**

Leave provided in this Article must be authorized by the employee's Manager.

Full time employees shall take vacation anytime throughout the year as long as replacement workers are secured for backfilling of shifts.

Vacation leave shall be rotated to ensure equality regardless of seniority.

No employee shall be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date at a time mutually agreed upon.

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

20.3 **Designated Holiday During Vacation Leave**

When any holiday designated in Article 16 falls during an employee's annual vacation, she shall be granted one additional day's vacation.

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

Where hours of work vary from the standard 35 (thirty-five) hours per week, vacation time is calculated $x/52$ where x = number of weeks of annual vacation entitlement, multiplied by the number of hours worked.

Employees who receive vacation allowance on each pay cheque shall be granted leave of absence without pay, if requested. The leave must be taken at a time mutually agreed between the employee and the manager.

An employee may elect to bank such earning and be paid out when the employee takes vacation, provided she gives payroll at least 10 (ten) working days notice to effect payment.

20.5 **Vacation Pay on Overtime Earnings**

An employee shall receive together with her payment for overtime earnings, vacation pay at the rate specified in Article 21.5.

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

The manager shall, on the written request of an employee, authorize the carry-over of up to 5 (five) days of vacation leave into the following year.

In special circumstances, or certified illness, the Executive Director may approve the carry-over of additional days of vacation.

20.7 **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 such loss.

20.8 **Sickness During Vacation**

When an employee qualifies and is approved for sick leave, bereavement, or any other approved leave during the employee's vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall, by mutual agreement between the employer and the employee, be either added to the vacation period or reinstated for use at a later date. Substantiation of all claims for deferred vacation must be provided, if requested.

20.9 **Vacation Leave on Superannuation**

In addition to any vacation earned up to September 30th of the preceding fiscal year, an employee leaving the Employer on superannuation shall be entitled to full vacation leave or pay in lieu in the fiscal year of retirement.

20.10 **Vacation Pay on Termination**

An employee who terminates with unused vacation leave to her credit shall be paid out for that leave within 14 (fourteen) days of her termination date.

An employee who terminates and has used more vacation leave than she has earned by her termination date shall have such overpayment deducted from any monies owed to her by the Employer.

The pay rate used will be the employee's rate of pay in effect on her termination date.

ARTICLE 21 SICK LEAVE

21.1 **Sick Leave Credits**

Sick leave shall be earned to all full time employees based on 5.77% of hours worked, up to 105 (one-hundred-five) hours per year. The maximum amount accumulated will be capped at 90 (ninety) days.

Any unused days shall be accumulated from year to year.

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

Sickness must be reported to the Program Coordinator or designate prior to the commencement of the shift.

21.2 **Medical Certificate**

The Executive director may require an employee to provide a doctor's certificate. If the employee's physician charges the employee for producing the certificate, the Employer will pay for it.

21.3 **Sick Leave Records**

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

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 Manager 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 (twelve) 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 6 (six) weeks 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 Manager 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 (twelve) 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 (twelve) months paternity leave without pay. Requests for such leave shall be made 1 (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 (fifteen) 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 1002 shall apply, unless satisfactory reason is demonstrated.

ARTICLE 23 BEREAVEMENT LEAVE AND PERSONAL LEAVE

For the definition of immediate family to include spouse, common-law spouse, same sex partner, son, son in law, daughter, daughter in law, father, father in law, mother, mother in law, brother, sister, grandchild, grandparent, any relative permanently residing in the employee's household or with whom the employee resides, a person who the employee considers is equivalent to being a member of their immediate family, or any other person on approval of the supervisor.

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 5 (five) days per occasion. 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 leave of absence shall be granted at the discretion of the Employer.

Currently - Bereavement policy will be consistent with Labour Standards Act. Special circumstances are to be negotiated with the Executive Director. Up to two day can be granted for bereavement leave, with up to an additional 5 (five) days being available which would be applied to the staff's available vacation leave.

23.2 **Personal Leave**

Employees shall be allowed leave of absence with pay, without loss of benefits, up to 3 (three) days per year taken from the employee sick leave credits. If no sick leave is available then other approved leaves may be utilized or the employee shall be allowed to take this time without pay.

23.3 Family Leave

Employees will be allowed up to 12 weeks unpaid leave to attend to compassionate family leave. Seniority and benefits will be maintained through the period of leave. During the period of leave it will be the responsibility of the employee to pay one half (1/2) the cost of their benefits.

23.4 Pressing Necessity/Weather Conditions

In the event of travel conditions, highway hotline or police warnings, employees will have the right to forego a scheduled or unscheduled shift without pay. There shall be no repercussions from the employer for this action. At the employer's discretion, other approved paid leaves may be utilized for this purpose.

ARTICLE 24 LEAVES OF ABSENCE

24.1 Leave of Absence

An employee may be entitled to leave of absence without pay for a maximum of 12 (twelve) 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.

At the expiration of the leave, the employee shall return to work, and shall be reinstated to her former position. The employee may apply for a renewal of the leave, up to a maximum of 1 (one) additional year, which may be approved at the employer's discretion.

ARTICLE 25 BENEFITS PLANS

25.1 Employee Benefits

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

- 1) Extended Health Benefits
- 2) Accidental Death and Dismemberment
- 3) Group Life
- 4) Dental Plan
- 5) Pension Plan
- 6) Optical Plan

ARTICLE 26 OCCUPATIONAL HEALTH AND SAFETY

Contained in Letter of Understanding #2 (two).

ARTICLE 27 WORKERS' COMPENSATION

27.1 Workers' Compensation Top-up

Where any employee is injured on the job, or incurs an industrial illness, and the accident or illness is compensable under The Workers' Compensation Act, the following shall apply:

The Employer will continue the employee on full salary as long as the employee's sick leave credits are not exhausted, and any wage replacement benefits the employee is eligible for from the Workers' Compensation Board will be paid directly to the Employer. These payments will occur from the date of injury.

The total payments to the employee made by the Employer shall not exceed normal earnings.

27.2 Proof of Disability

The Employer may require proof of disability before payments provided for in this Article are made.

27.3 Benefit Entitlement Continues

An employee who is being paid on the basis of this Article shall be deemed an active employee and shall continue to earn all benefits until 3 (three) years from date of injury or until he returns to work, whichever comes first. He shall be entitled to carry forward any unused vacation leave up to and including the full entitlement.

ARTICLE 28 TECHNOLOGICAL CHANGE

28.1 When the Employer proposes to effect a technological change that is likely to affect the terms, conditions or tenure of employment of 2 (two) or more employees the Employer shall give notice of the technological change to the Union at least 90 (ninety) days prior to the date on which the technological change is to be effected.

ARTICLE 29 TERMS OF AGREEMENT

29.1 Duration

The term of this agreement shall be from **April 1, 2008 to March 31, 2010** and shall remain in force following that period until such time as a new agreement is ratified by both parties.

29.2 **Notice to Renegotiate**

Either party may, not less than 30 (thirty) days nor more than 60 (sixty) 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.

29.3 **Agreement to Continue in Force**

Where written notice has been given pursuant to Article 29.2, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

29.4 **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.

29.5 **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.

29.6 **Wage Re-opener**

The parties agree that if funding which includes benefits and allowances increase during the terms of this agreement, the parties will re-negotiate for various classification as funding allows.

Appendix "A"
Wage Scales

October 1, 2008

Permanent

\$14.44/hour + 7% (\$1.02 = \$15.46/hour retroactive to October 1, 2008

Casual

\$12.00/hour + 7% (.84) = \$12.84/hour retroactive October 1, 2008

Appendix "B"
Wage Scales

April 1, 2009

Permanent **\$15.46/hour + 3% (.46) = \$15.92/hour retroactive
April 1, 2009**

Casual **\$12.84/hour + 3% (.38) = \$13.22/hour retroactive
April 1, 2009**

Permanent Part time **effective April 1, 2009, all permanent part time
staff will receive a \$.25 increment per hour once
every six months until they reach a maximum
wage rate of \$14.44 per hour**

Appendix "E"

SIGN POLICY ON HARASSMENT

STATEMENT OF COMMITMENT

The Society for the Involvement of Good Neighbors (SIGN) is committed to providing a safe, positive work environment where everyone is treated with respect and dignity.

Harassment in the workplace is unacceptable and against the law. It will not be tolerated in any form.

DEFINITION OF HARASSMENT

Harassment is any unwanted conduct that offends or humiliates.

Harassment is prohibited on the following grounds; race, creed, religion, colour, sex, marital status, sexual orientation, family status, mental or physical disability, physical size or weight, age, nationality, ancestry of place of origin, or the receipt of public assistance.

Harassment may be verbal, physical, or psychological. It can include, but is not limited to:

- Jokes that cause awkwardness or embarrassment
- Display of racist, sexist or other offensive material
- Sexually suggestive or obscene comments or gestures
- Offensive sexual advances and propositions
- Unwanted physical contact such as touching, patting or pinching
- Physical assault, including sexual assault

EMPLOYER RESPONSIBILITY

The employer shall ensure that no encourage the harassment of another worker.

COVERAGE

- a. This policy will extend to cover:
- b. Employees at all levels
- c. Clients and consumers of SIGN's services
- d. Visitors to the SIGN building
- e. Applicants and candidates for employment

Harassment will not be tolerated in any work-related setting, such as work-related conferences, seminars, travel and social events.

COMPLAINT PROCEDURE

Informal Options

An employee is encouraged to consider the following informal options:

- Raise the issue with the person whose behavior is a problem. This could be done verbally or in writing.
- Inform the Program Coordinator, Supervisor, the Executive Director of SIGN, or the SIGN Personnel Committee and ask him/her to informally discuss the situation with the alleged harasser.

Formal Options

If informal options are inappropriate or unsuccessful, an employee can file a formal complaint with one of the following people:

- Executive Director of SIGN
- Program Coordinator or Supervisor
- SIGN Personnel Committee

DEALING WITH A FORMAL COMPLAINT

Confidentiality

Any complaint of harassment will be kept in confidence, except as is necessary to investigate and resolve the situation.

Investigation

An investigation will be undertaken immediately. The alleged harasser will be notified within three (3) days of the complaint.

The complaint and the alleged harasser will both be interviewed along with any individuals who may be able to provide relevant information.

Discipline

If the investigation reveals evidence to support the complaint of harassment, the harasser will be disciplined appropriately.

Corrective Action will be determined following the investigation of each individual incident.

Documentation

If the investigation fails to find evidence to support the complaint, there will be no documentation regarding the complaint placed in the file of the alleged harasser.

Retaliation

Retaliation against any individual for reporting harassment or providing information will not be tolerated.

APPEAL PROCESS

Within thirty (30) days, either the complaint or the respondent may make a written request that the investigation be reviewed for thoroughness. The request must state what aspect of the investigation is inadequate. The request must be submitted to the Executive Director of SIGN or the SIGN Personnel Committee who will determine if the investigation is to be re-opened in order to address concerns raised.

OTHER OPTIONS

This policy is meant to provide an effective redress mechanism. However, every employee also has the right to file a complaint with an outstanding agency, such as a Human Rights Commission or the Occupational Health and Safety Division, Saskatchewan Labour.

NOTATIONS

All employers have full access to the Occupational Health and Safety Manuals for further reference.

An employer shall ensure that the policy statement is reviewed and, where necessary, revised every three years and whenever there is a change of circumstances that may affect the health or safety of workers.

LETTER OF UNDERSTANDING #1

Re: Human Resources Plan

The parties to Collective Agreement agree to jointly develop and implement a Human Resources Plan (HRP) to be provided to the funding agencies. The HRP shall encompass at minimum the following:

1. Joint Union/management committee composed of equal representation.
2. Recruitment and Retention issues with recommendations for improving existing situations.
3. Establishment of a quantitative weighted point style system based on the established factors of skills, effort, responsibility and working conditions similar to the SARC plan.
4. Establishment of "system maintenance" to ensure periodic monitoring to maintain equity.
5. Establishment of a reasonable timetable for implementation, and effective dates.
6. There shall be no decrease in wages or red-circling of employee salaries.
7. Impasses between the parties may be referred to Arbitration.
8. Any money for this process shall be over and above normal wage increases.
9. Establish a 4 on/4 off shift pattern that balances the needs of employees and client care.

LETTER OF UNDERSTANDING #2

Re: Occupational Health and Safety

Occupational Health Committee

The Occupational Health Committee shall have a continuing concern with respect to the health and safety of workers 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.

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.

The employer will consider as hours worked, all time spent by committee members at committee meetings, conducting business authorized by the committee, 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 Articles 14 and 15.

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 the Union, and the Department of Labour. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any employee and the Union.

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.

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 the Union (and the Department of Labour if required or deemed advisable).

Joint Employer-Employee Committees

Joint employer-employee Occupational Health Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than 2 (two) and not more than 12 (twelve) members. At least one half of the committee members shall be employees elected or appointed by the Union members or the Union, and each committee shall have employer and employee co-chairpersons, as appointed by their respective parties.

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.

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.

Protective Clothing and Equipment

Any necessary clothing and personal protective equipment will be provided by the employer at the employer's expense. (i.e. cell phones , walkie talkies)

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 that are appropriate in the circumstances.

Right to Refuse

Every employee through consultation with her steward, has the right to refuse work which she feels is dangerous, provided that prior to such refusal, she has informed her supervisor and the worker committee co-chairperson of her opinion.

The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the employer of any unsafe condition(s), and the employer will undertake suitable corrective measures, and report in writing to the committee of action he has taken. If the committee is of the unanimous opinion that the worker's refusal was unwarranted, the committee will meet with the worker(s) affected, and report to them the reasons for its decision.

The employer shall not re-assign disputed work to another worker until the committee's investigation has concluded that the work is safe.

If the Employer takes action against any worker (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the employer shows good and sufficient other reason for taking such action. Temporary assignment to alternative work at no loss in pay or benefits during the worker's refusal will not be considered as discriminatory action.

Occupational Health Committee Training

Subject to reasonable notice being given, all members or alternates of a committee may receive up to 5 (five) days leave with pay, per year, to attend occupational health and safety training courses or seminars.

Provision of Information

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.

The employer will notify the committee and the Chief Executive Officer of the Union 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 could have caused injury to any worker.

The employer will notify the Union 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 Union with a copy of all interim and final reports prepared as a result of such investigation(s).

The employer will provide to the Union any report the employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

LETTER OF UNDERSTANDING #3

Re: Rate of pay for out of town trips

- A. Out of town recreational trips that extend beyond the normal hours of scheduled work will be compensated in the following way:
 - 1. Day trips – hours worked for will be paid at the employees regular hourly wage.
 - 2. Overnight camping trips – hours between 8:00 a.m. – 12:00 a.m. (midnight) will be paid at the employees hourly wage. Hours worked between midnight – 8:00 a.m. will be designated as a camp shift and paid \$50.00 per night.
 - 3. Employees working during camping trips and day trips are expected to be working at all times during the duration of the trip. Any breaks taken during the trip should be in consultation with co-workers and considering the needs of the clientele.
- B. Medical appointments and planning conferences that involve out of town travel. Employees will be compensated in the following way:

Hours worked beyond a 12 hour shift will be paid at an overtime rate of time and a half. Expenses pertaining to the trip will be reimbursed to the employee based on receipts submitted to the employer.

LETTER OF UNDERSTANDING #4

Re: On Call Shift Coordinator

The On-Call Shift Coordinator will be responsible to arrange shifts coverage from established procedures. These duties shall be posted and the competition process outlined in the Collective Agreement will be used to determine senior qualified candidate. These duties and the assignment shall be reviewed after one year anniversary of the assignment, or sooner if mutually agreed to do so, between the parties to the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING #5

Re: Creation of Permanent Part Time Primary Youth Care Worker position

The employer agrees to create a Permanent Part time position in the Primary Youth Care Worker Classification to be filled using the competition process outlined in the Collective Agreement. This position will have all rights afforded to Permanent employees except on a prorated basis. This position will generally work less than full time hours on an ongoing basis. Shifts will be established and offered at least two weeks in advance. This position will work approximately 8 to 10 shifts per month and in addition be utilized for the backfill of sick leave and vacation backfill for permanent staff prior to casual positions being used. This position will be created as a pilot project and subject to review after one year in existence or sooner if mutually agreed to do so between the parties to the Collective Agreement.

SIGNING PAGE

On behalf of SIGN

On behalf of the Saskatchewan
Government &
General Employees' Union

Myrna Rhinas,
SIGN Board Chair

Melissa Graff,
Chairperson, Negotiating Committee

Richard Sevigny,
Program Co-ordinator

Diane Hemauer
Negotiating Committee Member

Trudy Shingoose
Group Home Coordinator

Ramona Lafontaine
Negotiating Committee Member

Diane Hemaer,
Chair, Negotiating Committee

Joseph Pylatuk
Agreement Administration Advisor

Dale Schmeichal
Executive Director

Dated: _____

Dated: _____