

ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
YORKTON HOUSING AUTHORITY
AND THE
SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

JANUARY 1, 2006 TO DECEMBER 31, 2008

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Articles of a Collective Bargaining Agreement made in duplicate this 11th day of April , 2006,

BETWEEN

The Yorkton Housing Authority, hereinafter referred to as the “Employer,”
Party of the first Part,

AND

The Saskatchewan Government and General Employees’ Union Local 2355, hereinafter referred to as the “Union,”

Party of the second Part

PURPOSE

Whereas it is the desire of both parties of this Agreement to:

- a) provide service excellence and support to our tenants to ensure the provision of safe, suitable and affordable housing in our community,
- b) promote cooperation and understanding between the employer and the employees that ensure the delivery of quality housing products and services that build and maintain independence for the benefit of lower income seniors, families, people with disabilities, and any other individuals in our community,
- c) provide housing programs and services that are efficient, meets stated objectives and are safe for all users,
- d) jointly operate our properties, programs and services in a manner that is highly economical, eliminates waste and promotes employee morale, well-being and security of all in the bargaining unit,
- e) maintain the public image and viability of the Authority,
- f) maintain and seeks to constantly improve harmonious relations between the employer and the employees,
- g) recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment and the continuous improvement of programs and services to our tenants.

It is on these principles that the parties to this Agreement do hereby enter into, establish and agree to the following terms:

ARTICLE 1 – DEFINITIONS

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

- 1.01 Bargaining Unit means the unionized employees of the Saskatchewan Government and General Employees’ Union who are employed by the Employer.

- 1.02 The Board means the Board of Directors of the Yorkton Housing Authority.
- 1.03 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.
- 1.04 Demotion means the movement of an employee to a position bearing a lower hourly rate of pay.
- 1.05 Employee or Employees means a person to which the terms of this Agreement apply as described in Article 2 of this Agreement.
- 1.06 Employer means the Yorkton Housing Authority.
- 1.07 Gender – he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.08 Manager means the Manager of the Yorkton Housing Authority or the person designated to act in his place.
- 1.09 The Parties means the parties to this Agreement, i.e., the Employer and the Union.
- 1.10 Pay Plan means the scale of wages as contained in the attached Appendix “A” and the rules governing its application, as per Article 12.
- 1.11 Permanent Full-time employee means an employee who has successfully completed initial probation, and works full-time in a position, continuing in nature, on a regularly scheduled basis.
- 1.12 Permanent Part-time employee means an employee who has successfully completed initial probation, and consistently works less than full-time hours either, daily, weekly or monthly, but works on a regularly scheduled continuous basis.
- 1.13 Promotion means the movement of an employee from a position to a position bearing a higher hourly rate of pay.
- 1.14 Seasonal Employee means an employee employed in accordance with Letter of Understanding # 1.
- 1.15 Casual employee means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- 1.16 Temporary employee means an employee hired to work full-time or part-time, with a specified period of time.

- 1.17 Union means the Saskatchewan Government and General Employees' Union representing the employees of the Yorkton Housing Authority.
- 1.18 Knowledge, Skills, and Abilities (KSA's) means the knowledge, skills and abilities required to perform the duties and responsibilities for a specific job classification

ARTICLE 2 – SCOPE

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

Manager, Territory Housing Operations
Assistant Manager, Territory Housing Operations
Manager/Housing Authority Administrator
Financial and Information Services Administrator

and any other positions that may be agreed upon during the term of the agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Employer to manage the operation and workforce in all respects unless specifically limited by the terms of this Agreement, in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

ARTICLE 4 – UNION SECURITY

4.01 Employer Recognition of the Union

- a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for 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 for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.
- b) No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the names of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

4.02 Union Business

- a) The Employer agrees to grant a leave of absence with pay to employees to attend Union conventions, meetings, conferences and learning

opportunities provided that such leave does not unreasonably interfere with operation of the employer and that it shall not be unreasonably withheld.

- b) The Union agrees to provide the Employer with a written request for Union leave at least 10 days in advance. Where the Union does not know of the need for union leave 10 days in advance in unforeseen circumstances, verbal or written request may be granted with forty-eight hours notice. Prior to the employee taking union leave, a formal, written union leave request form will be submitted.
- c) The Union agrees to reimburse the employer for all wages and benefits paid under this Article.

4.03 **No Discrimination**

The Employer and the Union agree that there shall be no discrimination by reason of age, colour, race, creed, national ancestry, physical ability, physical size, sex, political activity, religious affiliation, marital status or sexual orientation nor by reason of membership or activity in the Union, place of origin, place of residence, family relationship.

4.04 **Harassment**

The Union and the Employer have a shared interest in:

- preventing harassment in the workplace
- promoting a safe, abuse-free working environment, and
- upholding the philosophy of zero tolerance with respect to harassment and discrimination in the workplace.

4.05 **Union Membership**

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

4.06 **Check-Off**

The Employer agrees to deduct on behalf of the Union when requested in writing by the employee and accompanied by signed authorization cards, all initiation fees, monthly dues, assessments and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month.

The Employer shall remit such deductions to the Executive Director of Operations of the Union prior to the 15th day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classification and addresses of employees from whose wages the deductions were made.

4.07 Income Tax (T-4) Slips

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

4.08 New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and the requirement of membership as a condition of employment as defined by *The Trade Union Act*. A representative of the union shall be present, and shall have paid time up to 30 minutes, during regular hours, to acquaint new members with the benefits and duties of union membership.

4.09 No Individual Agreements

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

4.10 Bulletin Boards

The Employer shall make available to the Union a bulletin board in the Yorkton Housing Authority Maintenance Office, 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 No Strike/No Lock Out/No Reprisals From Work Stoppages

- a) The Employer agrees that it shall not dismiss, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a penalty against any person because he is engaged in any lawful activity related to a lawful work stoppage with the employer.
- b) The employer agrees that it will not cause or direct any lock-out of its employees during the term of this agreement and the Union agrees that there will be no strike, work stoppage, or slow down during the term of this agreement.

4.12 Labour/Management Committee

- a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of reaching agreement on matters of common interest.
- b) The purpose of the Labour/Management Committee meetings shall be for the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided for discussion and comment in a genuine manner, and recommendations made wherever possible. This does not imply unanimous or majority agreement, nor does it interfere with the Employer's or the Union's rights arising out of the Collective Agreement.
- c) A Labour Management Relations Committee shall be appointed consisting of two representatives of union and management (unless otherwise agreed to by the parties).
- d) The committee will have union and management co-chairs.
- e) Upon request of either chair, the committee will meet within 14 calendar days. An agenda will be established five (5) days prior to the meeting. Where there is an issue of an emergent nature either chair may request a meeting to be held within three (3) working days.
- f) Non-committee members may attend meetings by mutual agreement of the co-chairs. The committee may appoint working committees to review specific issues and provide information/recommendations.
- g) Employees who are members of the Labour/Management Committee, when attending meetings with management during normal office hours, shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

ARTICLE 5 – PROGRESSIVE DISCIPLINE

5.01 Preamble

- a) Both parties agree that the Employer will make reasonable effort to endeavor to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
- b) 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.

- c) In the event the Employer initiates disciplinary action against an employee, except in the cases of serious misconduct, the practice of progressive discipline will take place.
- d) No employee shall be dismissed or disciplined without just cause, except in the case of employees who are on initial probation.
- e) Where the Employer intends to discipline an employee, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative or paid staff representative of the Union present at the interview.

5.02 Principles of Progressive Discipline

The parties to this Agreement recognize the principles of progressive discipline:

- a) verbal reprimand
- b) written reprimand
- c) suspension
- d) dismissal.

5.03 Constructive Counseling and Coaching

- a) The Employer and the Union recognize the difference between discipline and the setting of reasonable objectives and expectations specific to job performance and constructive job coaching, and nothing is intended to restrict the Employer's right to counsel or set such reasonable expectations.
- b) The Employer shall, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a union representative present.

5.04 Records of an Employee

- a) The Employer shall provide the Union and the employee with written reasons for suspension or dismissal. A copy of said document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be supplied concurrently to the employee and, upon request by the employee, to the Union.

- b) Employee shall, by appointment, have the right to review their personnel file. A Union representative, with the written authorization of the employee, shall have access to the file, also by appointment.

Appointment will be scheduled and held by the end of the following working day and will be held in the presence of a manager, human resource officer or authorized designate.

- c) Two years following discipline, the Employer shall remove the written documentation regarding the specific incident that led to discipline from the employee's personnel file, if no further problems were noted. The employee shall be notified in writing when documents are removed from the personnel file. Employee's performance evaluations including probationary reviews will not be removed from the personnel file. If the Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration.
- d) An employee may make written request to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.

5.05 Notice of Resignation

A permanent employee shall be expected to file written notice with the Employer of her intention to resign from the service at least 30 days prior to the date which she intends to leave. The Employer may waive that period of notice.

A probationary or temporary employee shall be expected to file written notice with the Employer of her intention to resign from the service at least seven days prior to the date upon which she intends to leave.

5.06 Notice of Dismissal or Demotion

Employees who are dismissed for misconduct will not receive notice or payment in lieu of notice, unless otherwise negotiated between the parties in the settlement of a grievance.

Permanent employees with five or more years of service with the Employer, who are dismissed for non-punitive reasons such as innocent absenteeism, incompetence or general unsuitability will be provided with 30 calendar days notice of dismissal or if the employee does not work the 30 day notice period, the employee will receive 30 days pay at the regular rate in lieu of notice.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Definition of a Grievance

- a) A grievance shall be defined as any difference or dispute, pertaining to this Collective Bargaining Agreement, between the Employer and the Union on behalf of any employee(s), or any difference or dispute pertaining to this Agreement, between the Employer and the Union.
- b) The Employer shall receive a grievance only when it is submitted in writing by an authorized Union steward or by a paid Union Staff Representative.

6.02 Disclosure of All Information

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

6.03 Union Grievance/Group Grievance

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such grievance shall commence at Step 2. 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.

6.04 Shop Stewards

- a) Recognition – The employer recognizes the steward(s) as designated representatives, elected by the Union. The Union will notify the Employer, in writing, of the name of each steward, on an annual basis, or when a vacancy is filled in term.
- b) Meeting with the Employee – Any employee who feels he has been aggrieved may request permission from his supervisor to leave work temporarily, in order to discuss the complaint with a Union representative within the facility. Neither the employee or the Union representative shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made with the Manager or designate.
- c) Meeting with the Employer – The Employer agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay. Any member of the paid staff of the Union may attend a grievance meeting.

6.05 **Grievance Procedure – Union/Employee Grievance**

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

- a) **Problem Resolution (Informal Process)**
 - i) An employee who believes that he/she has a justifiable request or complaint may discuss such matters with the supervisor in an effort to resolve the problem. The supervisor shall convene a meeting with the Employee within seven working days at a time mutually agreed upon. The employee may request the attendance of the shop steward at the meeting.
 - ii) Utilizing this process will not deny the employee access of the grievance/arbitration procedure. If an employee accesses this process the time frame to launch a grievance will be extended to commence on the date that the supervisor provides a decision.
 - iii) The supervisor shall provide the decision within seven working days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).

6.06 **Grievance Procedure (Formal Process)**

a) **Step 1 – Procedure for Employee Aggrieved**

The aggrieved employee shall take a grievance to the shop steward of his choice and the following sequence shall occur and will end at the employee's request or when the grievance has been settled to the satisfaction of the Union.

Subject to Article 8.06(d), the shop steward will submit the employee's grievance in writing to the immediate manager within 15 working days of the occurrence of the matter leading to the grievance or the time that the employee became aware of the occurrence.

The manager will hear the grievance and submit his decision in writing to the grievor, the shop steward and the Union within 10 working days.

b) **Step 2 – Manager**

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 10 working days of receiving the written response at Step 1, submit the grievance to the Manager. A Step 2 meeting will be scheduled within 30 calendar days of receipt of the letter from the Union. The Manager will render a decision to the Union in writing within 10 working days of the meeting held to discuss the grievance at Step 2.

6.07 **Alternate Dispute Resolution Process**

- a) If a satisfactory settlement cannot be effected at step 2, the parties will meet within 30 calendar days to determine one of the following dispute resolution mechanisms: Mediation, Expedited Arbitration, Single Arbitrator or Full Panel Arbitration.
- b) Should the parties mutually agree to grievance mediation, the grievance will be mediated. In the event the grievance was not successfully resolved through grievance mediation, the Union, within 30 calendar days, will inform the employer in writing of the decision to advance the grievance to arbitration. The parties will meet as per Article 6.07 a) to determine the type of Arbitration. Failure to meet the time limit will result in the grievance being withdrawn and no further action can be taken on the matter.
- c) Notwithstanding the above, by mutual agreement, expedited arbitration may be used after Step 1 of the grievance procedure.

6.08 **Expedited Arbitration**

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.

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 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.

By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.

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.

Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use excluded employees or consultants.

Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.

The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

The expedited arbitrator shall have the same powers and authority as a single arbitrator or arbitration board established under the provisions of Articles 6.09 and 6.10, excepting the above, that the decision shall be rendered within two working days of the hearings.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration hearing.

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 & Beatty, Palmer, or other legal research materials. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.

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

6.09 Selection of an Arbitrator (Single Arbitrator)

Within 30 days of receiving the response at Step 2 or from the date of the discussion regarding alternate dispute resolution mechanisms (Article 6.07) by mutual agreement, the parties may elect to have a single Arbitrator selected.

a) Procedure

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

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

b) Decision of the Arbitrator

The Arbitrator shall render a final and binding decision within 30 days of the end of the hearings.

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

Should the parties disagree as to the meaning of the Arbitrator’s decision, either party may apply to the Arbitrator to clarify the decision.

c) Expenses of the Arbitrator

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

6.10 Arbitration Board – Full Panel

Written notice of intent to have a matter heard by an Arbitration Board shall be submitted to the other party within 30 calendar days after the completion of the grievance procedures as provided in this Agreement, or from the date of the meeting to discuss alternate dispute resolution mechanisms.

Such written notice shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.

Within seven days after receiving the notice, the party to whom notice is given shall furnish the name of its appointee to the party who gave the notice to arbitrate.

The two appointees named by the parties to this agreement shall, within 10 calendar days after the appointment of the second of them, appoint a third member of the Arbitration Board who shall Chair the Arbitration Board.

If the party receiving the notice fails to appoint a member of the Arbitration Board, the Chairperson of the Labour Relations Board, on the request of a party to this Agreement, shall appoint a member on behalf of the party failing to make an appointment as per *The Trade Union Act*.

The Arbitrator/Arbitration Board 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/Arbitration Board shall have the power to dispose of the grievance by any arrangement which the Arbitrator/Arbitration Board deems just and equitable.

Should the parties disagree as to the meaning of the Arbitrator's/Arbitration Board's decision, either party may apply to the Arbitrator/Arbitration Board to clarify the decision.

Each party shall pay the fees and expenses of their appointee to the Arbitration Board. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

6.11 Employee Expenses

In the event that an employee is called as a witness in an arbitration board, 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 loss of pay and expenses paid by the Union.
- c) If called by the Arbitrator, the parties shall share equally the costs.

6.12 Time Limits

The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed.

ARTICLE 7 – SENIORITY

7.01 Definition

The seniority of all employees within the scope of this Agreement shall, after successful completion of an initial probation period, be calculated based on the following and subject to any specific Articles in this Agreement:

a) Permanent Employees

Seniority for permanent employees shall be the date the employee commenced full-time employment with the Employer adjusted to include any hours the employee worked prior to permanent employment provided that the employee was continuously employed by the Employer.

Where applicable, a permanent employee's start date shall be adjusted in accordance with Article 7.04.

b) Part-time, Temporary, Seasonal and Casual Employees

All permanent part-time, temporary, seasonal and casual employees within the scope of this Agreement shall earn seniority based on the number of hours the employee works, inclusive of any paid leaves of absence.

7.02 Seniority List

a) The Employer shall prepare and post the seniority roster by February 1st of each year. Such list will include the seniority of each employee up to December 31st. A copy of the roster shall also be provided each year to the Union.

b) Employees will be allowed to challenge the accuracy of their seniority during a two week period commencing February 1st. All challenges are to be directed to the Manager or designate for an assessment and the employee must provide satisfactory proof of error. Where satisfactory proof of error is provided, the error will be corrected.

7.03 Maintenance and Accrual

Seniority shall be maintained and accrue during:

- a) All periods of paid leave
- b) Leave of absence without pay for periods not exceeding six months
- c) Maternity leave
- d) Adoption leave
- e) Paternity leave
- f) Lay-off up to and including three months
- g) Prolonged or unpaid medical leave up to two years

- h) Workers Compensation leave up to two years
- i) Compassionate Leave.

7.04 Maintenance of Seniority

Seniority shall be maintained, but shall not accrue, during:

- a) Periods of unpaid leaves of absence over six months
- b) Periods on the re-employment list due to a return from prolonged illness up to 3 years
- c) Appointment to an out-of-scope position subject to Article 8.08
- d) Lay-off over three months to a maximum of 24 months

7.05 Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) Is dismissed for just cause, and not reinstated
- b) Is laid-off for more than 24 consecutive months
- c) Voluntarily terminates
- d) Fails to comply with the re-employment provisions of return from lay-off (Article 10.12 (h)) within five days of the Employer issuing notice of re-employment by registered mail
- e) Abandons her job
- f) Out-of-scope promotion subject to Article 8.08
- g) After 3 years on the re-employment list due to return from prolonged illness.

ARTICLE 8 – JOB POSTINGS

8.01 Position Designations

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

- a) Permanent full-time, or
- b) Permanent part-time, or
- c) Temporary, or
- d) Seasonal, or
- e) Casual

8.02 Job Postings

- a) When a new position is created, or a vacancy for a permanent position occurs the Employer shall post notice of the position internally for seven working days, unless the Employer and the Union agree to a longer or shorter period.

- b) A copy of each posting will be posted in the Yorkton Housing Authority Office and a copy of each posting sent to the Chairperson of Local #2355 on the date of the posting. The employer will post vacancies on all bulletin boards. A copy of the posting shall be forwarded to every employee on the re-employment list. When the employer is aware of a vacancy, the union will be advised within 30 days of the position becoming vacant, of any decision to leave the position vacant, to reclassify the position prior to posting or to abolish the position.
- c) During the seven day period, the Employer will make every reasonable effort to inform employees by mail (by regular mail deemed delivered after three days) where employees are on a leave of absence.

8.03 Information in Posting

Each posting shall contain the following, however, the information contained may be subject to change:

- a) name of position
- b) classification of position/department
- c) brief description of core duties (not an exhaustive list of duties to be performed)
- d) knowledge, skills and abilities, qualifications and experience required
- e) salary range
- f) hours of work
- g) status of position
- h) deadline for applications
- i) expected start date
- j) and any other pertinent information.

8.04 Temporary Positions

- a) All temporary positions longer than four (4) months shall be posted as per article 8.02(a) unless otherwise agreed between the parties. The maximum length of a temporary position shall be 24 months, unless otherwise agreed between the parties. Any temporary position that becomes a permanent position shall be posted and filled as per Article 8.02.
- b) Upon conclusion of a temporary appointment, the incumbent shall return to her permanent position, or where the temporary employee did not have a permanent position, she shall be terminated.

8.05 Qualifying for Positions

The Employer will determine the necessary qualifications, experience, knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting.

8.06 Selection Process

- a) The Employer shall notify the Union of the names and seniority of applicants for the position, two (2) working days prior to the interviews.
- b) The Employer will appoint the senior qualified applicant based on the employer determined KSA's as per Article 8.05.
- c) The employer will advise the Union in the event the employer holds interviews for a vacant in-scope position, which includes an internal applicant. Where the senior in-scope candidate is not successful, the employer will provide written rationale to the candidate and the Union.
- d) Except for employees on initial probation, any other employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to this Article must be filed within five working days from the notification of selection. The grievance will be heard at Step 1 within 48 hours from the date the grievance was filed.

8.07 Reversion From Temporary Appointment

Subject to Article 8.04, a permanent employee appointed to a temporary position shall at the conclusion of the temporary appointment return to her permanent position. Such employee shall be entitled to any increments or benefits had she remained in the permanent position.

8.08 Temporary Out-of-Scope Appointment

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his pay cheque and shall be entitled to all benefits and rights including seniority for the first six months.

Where the temporary appointment is coverage/backfill for a maternity/paternity the leave may be extended by mutual agreement of the parties to extend the contractual rights for one year.

8.09 Permanent Out-of-Scope Appointment

An employee who is appointed to an out-of-scope position has the right to revert within a six month period.

Employees who fail their probation in an out of scope position shall be reverted to their former position.

8.10 **Secondment**

The parties agree to negotiate the specific conditions surrounding the secondment of any in-scope employee to any outside agency.

ARTICLE 9 – PROBATION

9.01 **Probation on Initial Hiring**

- a) Newly hired employees shall serve an initial probationary period of one hundred and twenty (120) work days from the date the employee commences employment.
- b) During the period of probation an employee will not accumulate seniority. Upon satisfactory completion of the probationary period the employee will be awarded seniority back to the date of employment.
- c) By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended beyond the established probation period.
- d) Where the Employer does not dismiss the Employee before the end of the probationary period the Employee shall be deemed to become a permanent employee in that position and classification.

9.02 **Movement in a New Position**

- a) An employee who has served an initial probationary period shall have a subsequent probationary period of 60 days worked, when assuming a new position within the Authority subject to Article 9.01 c).
- b) At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing, in which case the employee shall revert to her most recently held position without loss of any benefits that may have been earned had she not assumed a new position, or by mutual agreement, she may revert to a similar position at the same step in the salary range, subject to any increments she would have earned had she not assumed the new position.

9.03 **On Re-employment**

An employee re-employed following job abolition shall serve a subsequent probationary period of 60 days worked, except where she is re-employed in a position similar to a position formerly held.

9.04 **On Demotion**

A probationary period of 60 days worked shall be served, except where an employee demotes into a classification/position the employee formerly held.

9.05 **Completion of Probation**

When the Employer does not terminate or fail the employee before the end of her probationary period, the employee will be deemed to have successfully completed the probationary period.

ARTICLE 10 – LAY-OFF AND RE-EMPLOYMENT (Permanent Full-time and Permanent Part-Time Employees)

10.01 **Lay-off in Reverse Order 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 their own classification.

10.02 **Employer to Inform Union**

The Employer shall inform the Union of possible lay-offs as far in advance as possible.

10.03 **Notice of Lay-off**

Notice of lay-off shall be given to employees as follows:

- a) Two weeks written notice, if the period of employment is less than one year.
- b) Three weeks written notice, if the period of employment is one year or more but less than three years.
- c) Four weeks written notice, if the period of employment is three years or more but less than five years.
- d) Six weeks written notice, if the period of employment is five years or more but less than 10 years.
- e) Eight weeks written notice, if the period of employment is 10 years or more.

10.04 Temporary Employees Laid-off First if in Same Classification

Temporary employees will be terminated before a Permanent employee in the same classification. Temporary employees will receive notice in accordance with Article 10.03, but will not have displacement rights.

10.05 Options for Permanent Full-time and Permanent Part-time Employees who have Received Notice of Lay-off

In the event the Employer abolishes a permanent position, the employees affected shall have the right to:

- a) displace another permanent employee, or
- b) go on lay-off and be placed on the re-employment list, or
- c) retire and access pension options, or
- d) resign and collect severance pay.

10.06 Notice to Exercise Displacement Rights

- a) An employee who intends to exercise displacement rights shall indicate his intention in writing to the Employer by email, courier or fax within three working days of receipt of the notice of lay-off.
- b) If no response is received within this period, the employee shall be deemed to have declined the option to displace, and must choose one of the other options in Article 10.05.
- c) Upon receipt of notice of the employee's intention to displace, the Employer will, within three working days, present the employee with an offer of a position to displace into, providing there is such a position.

10.07 Acceptance of an Offer of a Position

- a) An employee will have three working days to consider the offer of a position. The three day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three day period, it will be deemed the employee has declined the offer. The employee within two working days must elect one of the other options in Article 10.05. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- b) If an employee does not accept an offer of a position in the displacement order, the employee will be deemed to have declined the option to displace and within two working days must elect one of the other options as stated in Article 10.05.

10.08 Displacement Order

The laid off employee will displace the employee with the least seniority:

- a) in the same classification, or
- b) in a classification with a similar pay range, or
- c) in a lower classification,

provided the employee possesses the KSA's as per Article 8.05, for the positions. In all cases the employee with the least seniority will be displaced.

10.09 Employees Not Offered a Position

If the employee is not offered a position after having proceeded through all stages of displacement, the employee within two working days must choose another option as stated in Article 10.05.

10.10 Rights of Employees who are Displaced

The options in Article 10.05 shall be available to employee(s) who have been displaced.

10.11 Time to Adjust in New Position

An employee who, as a result of displacement assumes a new position, shall be placed on probation in accordance with Article 9.03. In the event he does not successfully complete the probationary period or if he so chooses, he will be placed on the re-employment list or within two working days may choose one of the other options as stated in Article 10.05. In any case the employee will not have another displacement option.

10.12 Re-Employment List

- a) An employee who has been laid off and who was unable to exercise displacement rights or who chose not to exercise displacement rights, shall be placed on the re-employment list for the class of positions he wishes to be considered for in upcoming competitions.
- b) Employee's names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- c) An employee who does not accept a position offered will be removed from the re-employment list and will be deemed to have resigned from the Employer. Where an employee can display an extenuating circumstance as a reason to refuse an offer of position, the employer and the union shall negotiate an alternative to resignation.

- d) No new employees shall be hired when qualified employees are still on the re-employment list.
- e) An employee who has been laid off shall have his name kept on the re-employment list for an unbroken period not to exceed two years. If not re-employed within 24 months, the employee shall lose seniority and be terminated.
- f) Subject to Article 10.15, at any time during the 24 month period the employee may elect to resign and collect severance pay.
- g) Employees shall keep the Employer notified of any change in address or phone number during the lay-off period or while their name remains on a re-employment list.

An employee who fails to reply within five working days to an offer of re-employment, sent by registered mail, to the employee's residence shall lose seniority and be terminated.

10.13 Severance Pay

In the event an employee is laid off and elects to resign in accordance with Article 10.05(d), or the employee has elected to resign while on the re-employment list, he shall receive severance pay on the basis of one week's pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay during the highest earning period. Eligible years for the purpose of severance pay will include all continuous employment with the Employer.

ARTICLE 11 – HOURS OF WORK

11.01 Rest Periods

Employees shall be entitled to a morning and afternoon rest period of 15 minutes each. Employees who work less than full-time hours shall be entitled to a 15 minute rest break for each continuous period of 3 ½ hours.

11.02 Hours of Work

- a) Maintenance employees shall work 40 hours/week Monday to Friday with regularly scheduled hours between 8:00 a.m. to 5:00 p.m. with an unpaid lunch break not exceeding one hour;
- b) Office employees shall work 37.5 hours/week Monday to Friday with regularly scheduled hours between 8:30 a.m. to 5:00 p.m. with an unpaid lunch break not exceeding one hour;

- c) Full-time employees who are called back to work the same day after completed the regular work schedule, shall be paid overtime or given time in lieu for hours worked at the rate of one and one-half times (1½) times the regular rate of pay with a minimum of 1.5 hours pay guaranteed at overtime rates.
- d) At the request of the employee, management shall grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment of overtime worked. (Subject to 11.04 b))
- e) Full-time employees who are required to report to an area of Employer(s) premises to perform work on their regular scheduled day off or on designated holidays shall be paid overtime or given time in lieu at the rate of one and one half (1 1/2) times their regular rate for all hours so worked with a minimum of three hours pay guaranteed at overtime rates. (Subject to 11.04 b))

11.03 Standby (Maintenance Staff)

Standby assignment shall mean a period during which the employee is not on regular duty, and is available to respond to return to duty. Employees will be paid a standby premium based on the following:

- a) 12:00p.m. to 1:00p.m. and 5:00 p.m. to 10:00 p.m. –
Monday to Friday \$1.00 per hour
- b) 8:00 a.m. to 10:00 p.m. – Saturday, Sunday or
Designated Holidays \$1.25 per hour
- c) 10:00 p.m. to 8:00 a.m. – Monday to Sunday \$1.50 per hour

11.04 Overtime

- a) Employees shall receive time and one-half times regular hourly rate of pay for all authorized hours worked outside their regular hours.
- b) At the request of the employee, management shall grant time off at the appropriate premium rate, to a maximum of 24 hours time in lieu per fiscal year, to be taken at a mutually acceptable time in lieu of payment for overtime worked. Employees may also request pay out of accumulated time in lieu of overtime. Accumulated time in lieu must be taken by the end of the fiscal year or paid out.

11.05 Seasonal Employees

- a) Employees hired as seasonal will work the appropriate hours as described in Article 11.02 a) and 11.03 a). Overtime shall be paid in accordance with Article 11.04 a).

11.06 Variation of Hours of Work

The hours of work set out may be varied from time to time by written agreement between the employer and union.

11.07 Employee Time records

All employees shall submit a time sheet to the Employer as required in order to be paid. The time sheet will include the days and hours worked and may include the type of work performed.

ARTICLE 12 – PAY ADMINISTRATION

12.01 Equal Pay for Equal Work

The parties agree to recognize the principle of equal pay for work of equal value.

12.02 Pay Calculation

For the purpose of pay calculation, approved vacation, sick leave or any other leave with pay shall be included as actual hours worked, subject to the following:

- a) All employees shall be paid the hours worked times the hourly rate as contained in Appendix "A."
- b) In no event shall the number of hours included as actual hours worked, taken as sick leave or taken as vacation, exceed a maximum of eight hours per day. (As per 11.02 a), 11.02 b))
- c) In the event an employee has actually worked a part-day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight hours per day. (As per 11.02 a), 11.02 b))
- d) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- e) Leave without pay shall not be included as hours actually worked.
- f) Employees working less than full-time shall have their pay and benefits pro-rated.

12.03 Rates of Pay

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

12.04 Pay Periods

All employees shall be paid semi-monthly, on the 15th day and the last day of the month. When these dates fall on Saturday, Sunday or Designated Holidays, salary will be paid on the business day preceding the scheduled pay day. Employees shall receive a statement showing period worked, gross amount earned, all deductions therefrom and for what purpose, net amount payable, and deposited by direct deposit to a bank or credit union of the employee's choice.

12.05 Increments

- a) A permanent employee's anniversary date shall be the date on which the employee commenced work in their current position with the Employer. Employees shall receive annual increments effective each anniversary date, until the maximum is reached as defined by the pay scale in Appendix "A," subject to Article 12.05(c), provided the employee worked full-time hours. In the event an employee takes an unpaid leave of absence of greater than 30 days, the employee's anniversary date shall be adjusted proportional to the amount of leave taken. This adjusted anniversary date shall be the employee's anniversary date for all other increments the employee may be entitled to.

Where an employee is hired prior to the 15th of the anniversary month, the increment will be paid on the 1st of that month. Where an employee is hired after the 15th of the month, the increase will be paid the 1st of the following month.

- b) Notwithstanding the above, the employer may withhold the increment on the basis of an unsatisfactory performance report. The Employer shall notify the employee in writing of such action prior to the increment date, giving reasons for withholding the increment. If the employee is not served with such notice prior to the increment date, he will be deemed to have earned the increment. An employee may grieve against the withholding of his increment.
- c) An employee returning to work after more than 30 consecutive days leave of absence without pay or lay-off, will be eligible to receive an increment after 12 months of actual service, less credit toward increment that was earned prior to lay-off or prior to and during leave of absence.
- d) The date upon which the employee becomes entitled to the increment will be the employee's anniversary date. Should the leave be due to a work

injury covered by the Workers' Compensation Board, or a maternity or paternity leave, there shall be no change in the anniversary date regardless of the length of the absence.

- e) For the purposes of this Article, days paid for sick leave, designated holidays, annual vacation, Workers' Compensation leave, leave with pay and Union leave shall be regarded as time worked.

12.06 In-Hiring Rates of Pay

The Employer may place a newly hired employee at any increment of the salary grid of the employee's classification.

12.07 Pay on Movement to a New Position

a) Assuming a Higher Paid Position

When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than 5% above current salary and not more than the maximum of the new range. The adjusted salary will result in the rate will not be less than 5% above current salary and not more than the maximum of the new range. If the addition of 5% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

When an employee assumes a position with a higher rate of pay on other than the first working day of the month, the increment date shall be adjusted to the first of the month where the employee commenced work in the new position between the 1st and the 15th of the month and to the first day of the following month where the employee commenced work in the new position between the 16th and the last day of the month. Whenever an employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotional formula is applied.

b) Assuming a Lower Paid Position

In the event an employee assumes a position with a lower rate of pay, the employee will be placed at the step of the new salary range that is the closest to the employee's current rate of pay. The employee's anniversary date will not be adjusted.

c) Assuming a Position with the Same Rate of Pay

When an employee assumes a position with the same rate of pay, the employee's anniversary date will not be adjusted.

d) **Reversion Rights**

A permanent employee who fails the probationary period or opts to revert to the previously held position will be placed at the previous rate of pay, including any increments he would have earned had he not assumed the new position.

By mutual agreement, the employee may revert to a similar position.

12.08 Professional Fees

Employees who require certificates and/or accreditation to perform their duties shall be reimbursed the cost of the fee.

12.09 Vehicles for Employer Business

When any employee is required to use a personal vehicle in the performance of their work the Employer agrees to pay mileage in accordance with the rates established by the Government of Saskatchewan effective the date of signing of this Agreement. The employer will be subject to a minimum allowance of \$3.00/per trip per location for employees who are authorized to use their private vehicle for incidental use.

ARTICLE 13 – TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)

13.01 At the discretion of the Employer an employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making appointments.

13.02 In the event the employee is assigned to a higher paid position for three (3) days or more, the employee shall be paid a 5% increase, based on the employee's current rate of pay or at the bottom rate of the higher classification whichever is greater, from the first hour of the assignment. If the addition of 5% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

13.03 TPHD assignments will not exceed six months, however, upon mutual agreement a TPHD assignment may be extended.

13.04 Notwithstanding Article 13.03, temporary vacancies of six months or more will be posted in accordance with Article 8.02. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.

ARTICLE 14 – VACATION LEAVE AND DESIGNATED HOLIDAYS

14.01 Designated Holidays

Designated holidays shall mean:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Saskatchewan Day	Heritage Day
Labour Day	

14.02 Designated Holiday Falling on a Day of Rest

- a) When a designated holiday falls on a day of rest, the Employer will designate the holiday to be taken on either the working day before the day of rest, or the first working day following the day of rest, unless otherwise mutually agreed.
- b) An employee who is assigned to work on a designated holiday will be paid in accordance with the provisions of *The Labour Standards Act*.

14.03 Vacation Leave

All permanent employees shall be entitled to and are required to take vacation leave with pay subject to the approval of the Employer and subject to the following provisions:

- a) The vacation year is based on the calendar year. Each January 1st the employees' earned vacation credits will be credited to the employees to be used by December 31st.
- b) Vacation entitlement shall be as follows:
 - i) Employees shall be granted vacation based upon years of service they will have completed in the fiscal year (January 1 – December 31). Vacation entitlements shall be advanced to employees at the beginning of each fiscal year.
 - ii) Vacation entitlement shall be as follows:

After 12 months accumulated service – 3 weeks vacation
After 8 years accumulated service – 4 weeks vacation
After 15 years accumulated service – 5 weeks vacation
After 22 years accumulated service – 6 weeks vacation

- iii) Permanent part time employees shall acquire vacation on a pro-rated bases.
- c) Where an employee resigns, retires or is terminated and said employee has taken vacation leave not yet earned, the employer is entitled to deduct the amount of money owed from the employee's final pay cheque.

14.04 **Vacation Authorization**

- a) Subject to the following scheduling procedure, a rotation process to ensure equality regardless of seniority will be used to grant vacation leave. The rotation system will start in the order of seniority and will stay in place for an entire vacation year. At the end of the vacation year the most senior employee's name will drop to the bottom of the list.
- b) In February and September of each vacation year, employees will be asked to submit their requests to take annual vacation to their supervisor. Requests must be submitted no later than March 1st and October 1st of each year, otherwise the employee will not be able to use his position on the rotation list and will be granted annual vacation leave after employees who submitted a request in the approved time frame have been granted vacation.
- c) Subject to operational demands, the Employer will attempt to grant vacation as requested. Where conflicts occur the employee whose name is higher on the rotational list will have first choice and the employees' whose names are lower on the list will be expected to adjust their vacation request.
- d) No employee will 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.
- e) An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon by the employee and the Employer. Subject to operational requirements, vacation requests will be granted through mutual agreement between the employee and her supervisor.

14.05 **Vacation Carry Over**

Employees are expected to take their entire vacation entitlement within the vacation year. However, an employee may request in writing to be granted a carry over of up to five days. In extenuating circumstances the employee may request in writing a carry over in excess of the five day limit.

14.06 Designated Holiday During Vacation Leave

When any holidays designated in Article 14.01 falls within an employee's annual vacation, that day shall not be counted as a vacation day.

14.07 Sick Leave During Vacation

In the event an employee is ill or entitled to bereavement leave during vacation leave, the Employer will charge the amount of time the employee was ill and the period of recovery to the employee's sick leave credits and will reinstate the employee's vacation leave credits accordingly. The period of vacation shall, by mutual agreement between the employee and the Employer, be either added to the vacation period or reinstated for use at a later date. Satisfactory substantiation of illness and the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.

14.08 Vacation Pay on Separation

An employee who leaves the service of the Employer shall be paid for earned vacation leave which has not been used. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.

14.09 Canceling of Approved Vacation Leave

Where the employer finds it necessary to restrict approved vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu (at straight time) or to take the leave at another time. Upon the submission of satisfactory documentary evidence, any non-recoverable or non-transferable financial commitments, made after the approval, will be reimbursed to the employee.

14.10 Vacation Leave Records

The Employer will provide employees with vacation information in January and July of each vacation year. Employees are expected to verify the records and ensure their vacation entitlement is used prior to December 31st or the Employer may schedule the employee off.

14.11 Vacation Pay on Supplementary Earnings

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Article 14.03.

14.12 Temporary, Seasonal and Casual Employees' Vacation Pay

Temporary, seasonal and casual employees will receive vacation pay on each cheque in accordance with the amount of vacation entitlement outlined in Article 14.03 and based on the employees' total wages.

For the purposes of this Article, “total earnings” include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

- 5.77% - fifteen (15) days
- 7.69% - twenty (20) days
- 9.62% - twenty-five (25) days
- 11.54% - thirty (30) days

ARTICLE 15 – SICK LEAVE

15.01 Definition of Sick Leave

- a) Employees may request and may be granted sick leave only for periods of time when the employee is sick or disabled as to render the employee incapable of performing the functions of the job.
- b) An employee shall not be entitled to use sick leave credits because of an illness or disability paid by The Workers’ Compensation Act or for which Income Replacement Benefits are paid under The Automobile Accident Insurance Act or when the employee is receiving benefits from any other agency.

15.02 Accumulation of Sick Leave

- a) Employees shall earn sick leave credits based on hours eligible for entitlement to a maximum of 15 days per year, one and one quarter days per month, with no cap on accumulation. Upon signing of the collective agreement new employees will be subject to a 100 days cap on sick leave accumulation.
 - i) Permanent employees shall earn sick leave credits from the date of employment.
 - ii) Temporary, seasonal and casual employees will not earn sick leave credits until successfully completing their probationary period. Once the probationary period has been served, said employees will be credited with sick leave credits from the date of employment pro-rated on hours worked.
- b) Effective 60 days after the date of signing the Employer will provide permanent employees on staff at the date of signing with a balance of accumulated sick leave credits.

15.03 Notification of Illness

- a) Any employee who will be absent due to illness or disability shall notify, in person, the supervisor or his designate, as soon as possible, however no later than her normal start time.
- b) The employee will advise the supervisor of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.
- c) Where a temporary employee is filling the position of the employee absent due to illness, the employee must give at least 14 days notice of return to work.
- d) The employee will then be granted sick leave providing the employee possesses sufficient sick leave credits. Employees who do not have sick leave credits will be considered on unpaid leave of absence.

15.04 Medical Certificate

- a) Subject to Article 15.01, where an employee is absent due to illness for 3 consecutive days or more, the Employer may request that an employee provide a medical assessment to be completed on a form, mutually agreed between the parties. In the event the employee is charged for producing the form, the Employer will reimburse the employee providing the Employer requested the assessment.

Employees who do not produce a form upon request will be considered to be on unpaid leave of absence.

- b) The parties agree that when medical information is necessary for the safe return to work of an employee from leave, the employer may request that an employee provide a medical assessment to be completed on a form, mutually agreed between the parties.
- c) The Employer may request a medical assessment earlier if there is evidence of abuse. In these cases, the employee will be advised of the reason for the request in writing.

15.05 Employer to Provide Information

Subject to a written request from an employee, the Employer shall make available to a third party (LTD, WCB, SGI, etc), where reasonable, information it

may have which would facilitate the application of an employee who is ill, injured, or disabled.

15.06 Unpaid Leave for Prolonged Illness

- a) An employee suffering prolonged illness shall, upon application, be granted leave of absence without pay when all sick leave credits have been expended.
- b) The Employer shall not permanently fill the employee's position for the first 24 calendar months of the employee's leave. In the event the employee is able to return to work during this period, she will be returned to her home position.
- c) Employees who do not return to work during the leave in 15.06 b) will be granted a further leave of up to three (3) years.
- d) An employee on leave provided in 15.06 c) who is able to return to work shall provide written notice to the Employer to have his name placed on the Re-employment list. Employees on the Re-employment list shall be considered for re-employment in accordance with Article 10.13 (b) only.
- e) If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently.

15.07 Accommodation

The Employer and the Union, agree to work together to minimize the cost of sick leave as much as possible. Where an employee's return to work can be facilitated by altering the work environment, the Employer, the employee and the Union shall meet to discuss:

- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or
- b) Where an employee is no longer able to perform the functions of her job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of the Agreement to transfer the employee into a more suitable position.
- c) If accommodation fails the employee will revert to the reemployment list to the extent remaining subject to 15.06 d).

15.08 Sick Leave Records

The Employer will provide employees with an annual balance of their sick leave credits

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Bereavement Leave

Subject to the following, an employee requesting bereavement leave must first contact the Manager or designate:

- a) After successful completion of the Employee's probationary period, an Employee may request up to five (5) days paid leave in the event of the death of a spouse or child of that Employee. In the case of the death of a member of an Employee's immediate family other than the spouse or child, the Employee may request up to three days paid leave.

Immediate family is defined as spouse (including common law and same sex), children (including step-children), parents (including in-laws and step), sisters or brothers (including in-laws and step), grandparents, grandchildren, legal guardian.

- b) Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child may request an additional five (5) days off to be charged to the employee's sick leave credits.
- c) The Employer may, in its absolute discretion, grant bereavement leave, to be charged to the employee's sick leave credits, to an employee for the following:
 - i) the death of someone with whom the employee maintained a close relationship, or
 - ii) within a period of 13 months from the date of death for the purpose of attending a religious or traditional event related to the death of an immediate family member as defined above.

- d) **Extended Leave**

An employee may apply for extended leave of absence where the death or serious illness of an immediate family member occurs outside the province. Such a request will be granted based on operational requirements and will be charged to vacation credits.

16.02 Pressing Necessity

In the event an employee cannot attend work due to an emergent unforeseen occurrence, the employee is expected to inform the supervisor as to the nature of the emergency and the anticipated length of absence.

16.03 Family Leave

- a) After successful completion of the Employee's initial probationary period an employee may request leave for:
 - i) the unexpected or sudden illness or injury of the employee's spouse or child which prevents the employee from reporting for duty,
 - ii) surgery on the employee's spouse or child,
 - iii) an emergency situation or family obligation which prevents the employee from reporting for duty.
- b) An employee absent from work due to family leave must notify the Employer as soon as reasonably possible of his absence and the reasons for the absence. An employee who has taken family leave may be required to provide satisfactory evidence of the reasons for his absence.
- c) Employees may request and the Employer may grant based on operational requirements a flexible hour arrangement on a temporary basis to accommodate an employee requiring medical attention or to attend to a family matter. The employee must advise the Manager or designate of the nature of the request.

16.04 Use of Sick Leave Credits for Pressing Necessity/Family Leave

Accumulated sick leave credits may be accessed by an employee for pressing necessity/family leave as defined above to a maximum of five (5) days per year, and may be taken in half or full days or, if mutually agreed between the supervisor and the employee, to make up the time.

16.05 Unpaid Leave

- a) Unpaid leave is leave of a specified duration of up to one year.
- b) Providing satisfactory arrangements can be made for the performance of an employee's work, definite leave of absence without pay may be granted for valid reasons to any employee by the Employer. The employee's request and the Employer's response shall be in writing. Requests for such leave shall be made three months in advance of the commencement date, except in unavoidable circumstances.

16.06 Leave for Union Office

An employee who is elected or selected for a full-time position with the Union, the Saskatchewan Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, upon request, during the term of office. The employee shall continue to receive her salary and benefits from the Employer, conditional upon reimbursement of such salary and costs by the Union to the Employer.

16.07 Leave for Shelter or Rehabilitation

When an employee is required to seek shelter from an abusive spouse, or enters a rehabilitation program for drug or alcohol abuse, or battering, the employee may request, upon presentation of suitable verification, to draw on unexpended sick leave credits as per Article 15, or vacation leave as per Article 14, or shall be granted a leave of absence without pay.

16.08 Maternity Leave

- a) An employee who has completed 20 weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the Employer with a medical certificate certifying that she is pregnant and specifying the estimated date of birth shall be granted maternity leave, not to exceed 12 months (inclusive of parental leave), covering pre-birth, birth, and post-birth.
- b) The Employer shall not dismiss, lay-off, suspend or otherwise discriminate against an employee solely because she is pregnant, is temporarily disabled due to pregnancy, or has applied for leave in accordance with this Article.
- c) Where an employee is temporarily disabled due to pregnancy and is subsequently fit to return to work prior to the estimated date of birth, upon five working days notice, she shall be allowed to return to her former position from the date specified by her physician.
- d) An employee on maternity leave will accumulate seniority, sick leave credits, vacation credits, and be credited with the time toward an increment.
- e) An employee may access her sick leave credits for the period ascertained by her physician to be the health-related portion relating to pregnancy. During her leave the employee can elect to halt her enrollment in the benefit plans for the period of her leave or continue to pay into benefit plans. The Employer will pay its usual share of the benefit premiums in the event the employee elects to remain in the plans.

- f) In the event the employee is not medically fit to return to work upon the expiration of her leave, she may apply to access her sick leave credits in accordance with Article 15, Sick Leave.
- g) Reinstatement:
 - i) The Employer shall, at the expiration of maternity leave, reinstate the employee in the position occupied by the employee at the time the leave commenced, or in a comparable position, with no loss of accrued seniority or benefits or reduction in wages.
 - ii) For the purpose of seniority and rights of re-employment, being on maternity leave does not constitute a break in service, and seniority and rights of re-employment continue to accrue while an employee is taking maternity leave, however, should a lay-off occur while an employee is on maternity leave, the employee will be asked and will submit her displacement request to the Employer. The employee will assume her new position upon her return to work.
- h) Prior to returning to work the employee must give at least 21 days notice of her intention to return to employment.

16.09 Parental Leave

An employee who has completed 20 weeks of service with the Employer may request, at least three months in advance of the leave, unpaid parental leave. The timing of the leave shall be based on operational requirements and may not exceed 12 weeks, or in extenuating circumstances, 15 weeks within the first year of birth of the child. Prior to returning to work the employee must give at least 21 days notice of her intention to return to employment.

The employee will accrue seniority, sick leave credits, vacation credits and time toward increments.

16.10 Adoption Leave

An employee who has completed 20 weeks of service with the employer may request unpaid adoption leave, provided the employee has given the employer notice of the employee's intent to adopt a child and an anticipated date of leave if known. The timing of the leave will be based on operational requirements and may not exceed 12 months, inclusive of parental leave from the date of adoption or in the case of paternity leave the date of birth of the child. Prior to returning to work the employee must give at least 21 days notice of her intention to return to employment.

The employee will accrue seniority, sick leave credits, vacation credits and time toward increments.

16.11 Compassionate Care Family Leave (EI)

- a) An employee who has completed twenty (20) weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within 26 weeks shall be granted a leave without pay of up to twelve (12) weeks. The certificate must also specify that the employee is needed to provide psychological comfort or emotional support, arrange for care by a third party provider and/or directly participate in the care.
- b) Upon return to work the employee will be reinstated in her prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- c) If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the employer will pay the employer contributions for the same period.
- d) The employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this article shall not exceed one year.

16.12 Jury Duty

Time spent on a scheduled working day by an employee required to serve as a juror or court witness shall be considered as time worked at the appropriate rate of pay, to the length of the trial or the court deems necessary, less any payment received from the courts.

16.13 Voting Time

The Employer will provide sufficient time off for voting in compliance with statutory regulations.

16.14 Education Leave

Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer, to a permanent employee for education leave. Requests must be submitted to the Employer in writing and must give the specifics of the course and the job relevance of the course. The Employer will evaluate the request based on factors including: length of service, job relevance, budgetary constraints, and length of course.

Leave taken under this Article is subject to Article 17.04 (Benefits Earned While on Leave). The Employer will make every effort to accommodate the employee, including granting the use of vacation leave or time off in lieu of time worked.

16.15 **Benefits Earned While on Leave Without Pay**

- a) One month or less: vacation leave, sick leave, seniority and increments.
- b) More than one month, but not more than three consecutive months seniority, except for maternity, paternity, adoption and Workers' Compensation leaves of absence.
- c) More than three consecutive months:
- d) Employees on the re-employment list shall not earn benefits.

On returning to work the employee shall be reinstated to a similar position at the same step in the salary range.

ARTICLE 17 – OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with *The Occupational Health and Safety Act and Regulations*.

ARTICLE 18 – WORKERS' COMPENSATION

- 18.01 When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of *The Worker's Compensation Act*, the employee will receive payment directly from the Worker's Compensation Board for the entire period of absence.
- 18.02 The employee will keep the Employer informed of the anticipated duration of illness and will agree to comply with any accommodation or graduated return to work program the Employer and the Workers' Compensation Board may develop.
- 18.03 The provisions of Article 15.05 will apply to employees who are absent on Workers' Compensation for an extended period of time.
- 18.04 From and including the first day of injury cumulative, until not more than two years, the employee will accrue seniority, however, the employee will not earn vacation or sick leave credits.
- 18.05 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation credits by December 31st of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.

- 18.06 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans for a maximum of one year from the date of injury, provided the employee pays the employee portion of the premiums.

ARTICLE 19 – CLASSIFICATION PLAN

19.01 Employer to Establish a Classification Plan

- a) All new or revised classifications shall be established in accordance with the Article.
- b) 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 classification specification will specify the qualifications, training, competencies, knowledge, skills, abilities and experience required for each job.
- c) All jobs shall be allocated to one of the classifications set forth in Appendix "A".

19.02 Manual of Class Specifications

A current manual of classification specifications shall be available at the request of an employee during regular office hours.

19.03 New Classes of Positions

The Employer shall give written notice to the Union of the intent to implement a new classification, including the Employer's determination as to the exclusion or inclusion in the bargaining unit, along with the rate of pay of the new classification. If the Union does not indicate in writing an objection to the rate of pay within 30 calendar days, the Employer will implement the new classification and rate of pay without further challenge from the Union. In the event of a disagreement over the exclusion of a new class of positions from the bargaining unit, the Employer may fill the position as an out-of-scope position and the parties may refer the dispute to the Labour Relations Board.

19.04 Resolution of Disputes

- a) If agreement is not reached on the rate of pay, the Employer may assign a rate of pay, and proceed to fill the position in accordance with Article 8.03, and the dispute shall be resolved through an adjudication process.
- b) The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.

- c) In the event of a dispute over pay the parties agree to appoint an adjudicator. The parties will split the cost of the adjudication process equally, assuming neither party will employ the services of legal counsel. A party employing legal counsel will pay the entire cost of that service.

19.05 Changes to Existing Classifications/Positions

- a) Where the Employer makes a substantive change to the nature of the job duties or where the Employer requires a reclassification, or where the employee considers his job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of his classification and adjustment to his rate of pay.
- b) The employee must submit the request in writing to his supervisor outlining the nature in the substantive change in duties.
- c) The Manager will consider the request and will render a decision to the employee within 60 calendar days.
- d) The employee may file an appeal with the Employer no later than 30 calendar days from receipt of the Employer's decision.
- e) The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the adjudication process in accordance with Article 19.04.
- f) When a position is reclassified in (c), (d), or (e) above, the Employer will post the position in accordance with Article 8.03.

19.06 Downward Classification

In the event the Union and the Employer negotiate a classification downward, or where an adjudicator decides a classification warrants a reduction in pay, the incumbent will have his rate of pay red-circled and will not be given wage increases until the rate of pay for the classification is equal to the red-circled salary. All newly hired or appointed employees will be paid in accordance with the new wage schedule.

ARTICLE 20 – TECHNOLOGICAL CHANGE

Will be in accordance with the provisions of *The Trade Union Act*.

ARTICLE 21 – TERMS OF AGREEMENT

21.01 Duration

This Agreement will become effective on January 1, 2006, and shall continue in effect until December 31, 2008 and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than 30 days and not more than 60 days prior to the expiry date of this Agreement.

21.02 Agreement to Continue in Force

Where written notice has been given pursuant to Article 21.01, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

21.03 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.

21.04 Changes to Agreement

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

21.05 Production of Agreement

The Union will assume responsibility for production of the Agreement and agrees to provide the Employer with 20 (twenty) copies.

21.06 Wage Increases

- a) The parties to this agreement agree to: Effective January 1, 2006 – add 3% to existing salaries outlined in Appendix “A”
- b) Effective October 1, 2006 Cost of Living Increase to include the Saskatchewan Price Index all items for the period of July, 2005 to August 2006.
- c) Effective January 1, 2007 – add 1% to existing salaries
- d) Effective January 1, 2008 – add 2% to existing salaries

**Addendum for Information Purposes
Re: Employee Benefit Plan
FULL –TIME EMPLOYEES**

BENEFIT	MONTHLY RATE	COMMENTS
Capital Pension Plan	5.5% of salary	Employer matches
Basic A D & D	Nil	Employer – 100% (\$0.44 per \$1,000) Principal Sum - \$50,000
Voluntary A D & D	Single Single: \$0.044 per \$1,000 Family: \$0.060 per \$1,000	Employee – 100%
Basic Group Life Insurance	\$0.227 per \$1000 less Employer portion (\$5.68 for \$25,000)	Employer pays on 1st \$25,000. (\$0.227 per \$1,000); Employee pays remainder. Principal 3 x annual salary rounded to nearest thousand.
Optional Group Term Life Insurance	\$0.40 to \$10.80 per month per \$10,000; subject to change; GWL current rates (Age and smoking status)	Employer - 100%
Short Term Disability	Nil	Employer - 100% 70% of salary after day 5)
Long Term Disability	0.5190% of salary	1.038% of regular salary; Employer - 50%; Employee 50%
Dental Care	Nil	Employer - 100 % Family \$60.36 Single \$22.77
Vision Care Enhanced Vision	Family: \$2.86 Single: \$0.53	Employee pays Standard Vision rate and Employee "tops-up" to extended. Employer pays: Family: \$20.45 Single: \$ 6.64
Extended Health	Nil	Employer - 100% Family: \$90.30 Single: \$28.99

Yorkton Housing Authority

Appendix A

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Tenant Relations Officer	34,523	35,818	37,161	38,554	40,000	41,428
Administrative Assistant	28,532	29,602	30,712	31,864	33,059	34,238
Accounting Technician	28,532	29,602	30,712	31,864	33,059	34,238
Mechanical Systems Technician	41,774	43,340	44,966	46,652	48,401	50,128
M&I/ Preventative Maintenance Co-ordinator	30,348	31,486	32,666	33,891	35,162	36,019
Caretaker/Maintenance	27,876	28,921	30,006	31,131	32,298	33,547
Janitor - Senior Common	20,059	20,811	21,591	22,401	23,241	23,402
Tenant Activity Coordinator	18,525	19,155	19,806	20,480	21,176	21,852
Seasonal - Hourly Rate	8.24	8.50	8.76			

Letter of Understanding #1

Re: Seasonal Employees

At the conclusion of a seasonal appointment, an employee shall be provided with notice in accordance with *The Labour Standards Act* and will lose seniority and be terminated from employment with the Employer without access to the displacement or re-employment provisions of the Agreement. In the event the employee is re-hired the next season, the employee may recover the seniority accrued since the last commenced employment with the Employer.

Seasonal employees shall:

- a) Advise the Employer of their desire to be re-employed with the Employer. The Employer will give consideration to these employees prior to hiring new employees. Seasonal employees who have successfully completed a probationary period will be given first consideration for all seasonal jobs for which they possess the skill, ability, qualifications and experience.
- b) Serve a probationary period of 90 days worked. Employees who do not successfully complete the probationary period will be terminated.
- c) Accrue seniority in accordance with Article 7.01. Seasonal employees shall earn sick leave credits in accordance with Article 15.02.
- d) Be assigned hours of work based on operational requirements.
- e) Receive an increment in each season in accordance with Appendix "A", provided the employee works a minimum of 90 days in a season. The employee may carry days worked from one season to another in order to earn an increment in the second season.

Signed on behalf of
Saskatchewan Government &
& General Employees' Union

Signed on behalf of
Yorkton Housing
Authority

Blair Ratushniak, Chairperson

Geraldine Pepler, Chairperson

Rod McCorriston, Agreement Administration
Advisor

Christina Lang, Housing Authority. Mgr.

Dated: _____

Dated: _____

Letter of Understanding #2

Re: **Job Share**

- If one or more employees request the employer to implement job sharing arrangements for a particular position, the employer shall consider such requests and if it is of the view that the position can be shared, it will negotiate with the union the terms and conditions of the job share. Any such request is subject to the approval of the Employer. It is understood that such approval shall not be unreasonably withheld.

Signed on behalf of
Saskatchewan Government &
& General Employees' Union

Signed on behalf of
Yorkton Housing
Authority

Blair Ratushniak, Chairperson

Geraldine Pepler, Chairperson

Rod McCorriston, Agreement Administration
Advisor

Christina Lang, Housing Authority Mgr.

Dated: _____

Dated: _____

Letter of Understanding #3

The parties to this collective agreement agree to discuss the issue of a Tool replacement policy at the Labour Management Committee meeting within 90 days of signing this collective agreement.

Signed on behalf of
Saskatchewan Government &
& General Employees' Union

Signed on behalf of
Yorkton Housing
Authority

Blair Ratushniak, Chairperson

Geraldine Pepler, Chairperson

Rod McCorrison, Agreement Administration
Advisor

Christina Lang, Housing Authority Mgr.

Dated:_____

Dated:_____

SIGNING PAGE

Except for wage increases, all increases become effective the date of signing. The parties to this collective agreement will recommend acceptance to their respective principles.

Signed on behalf of
Saskatchewan Government &
& General Employees' Union

Signed on behalf of
Yorkton Housing
Authority

Blair Ratushniak, Chairperson

Geraldine Pepler, Chairperson

Mary Haley, Negotiating Committee Member

Mark Bell, Manager – Territory Ops.

Rod McCorrison, Agreement Administration
Advisor

Christina Lang, Housing Authority Mgr.

Bev Crossman
Executive Director of Operations

Ralph Ermel, Labour Relations Consultant

Dated: _____

Dated: _____