

COLLECTIVE BARGAINING AGREEMENT

Between Melfort Housing Authority and
Saskatchewan Government and General Employees' Union



EFFECTIVE
January 1, 2023 to
December 31, 2025



COLLECTIVE BARGAINING AGREEMENT

between

SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
Local 2211

and

MELFORT HOUSING AUTHORITY

January 1, 2023 to December 31, 2025

Articles of a Collective Bargaining Agreement

between

The Melfort Housing Authority
Hereinafter referred to as the “Employer”,
Party of the First Part,

and

The Saskatchewan Government and General Employees’ Union,
Hereinafter referred to as the “Union”,
Party of the Second Part.

9th Day of April 2025

PURPOSE

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

- a) Provide excellence in the level of services and support to tenants to ensure the provision of safe, secure and affordable housing,
- b) Promote cooperation and understanding between the Employer and the Employees to ensure the delivery of quality services that benefit low income seniors, families, people with disabilities, and any other individuals in our community,
- c) Provide services that are efficient, respectful and safe,
- d) Jointly operate in a manner that is economical, eliminates waste and promotes the morale, well-being and security of all Employees in the bargaining unit,
- e) Maintain the viability of the Authority,
- f) Maintain and 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 service to the tenants.

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

ABLE OF CONTENTS

| | | |
|------------------|---|-----------|
| ARTICLE 1 | DEFINITIONS | 1 |
| ARTICLE 2 | SCOPE | 2 |
| ARTICLE 3 | MANAGEMENT RIGHTS | 2 |
| ARTICLE 4 | UNION SECURITY | 3 |
| 4.1 | Employer Recognition of the Union..... | 3 |
| 4.2 | Union Business..... | 3 |
| 4.3 | No Discrimination | 4 |
| 4.4 | Union Membership | 4 |
| 4.6 | Income Tax (T4) Slips..... | 4 |
| 4.7 | New Employees..... | 5 |
| 4.8 | No Individual Agreements..... | 5 |
| 4.9 | Bulletin Boards | 5 |
| 4.10 | Refusal to Cross Picket Lines | 5 |
| 4.11 | No Reprisals from Work Stoppages..... | 5 |
| 4.12 | Contracting Out | 5 |
| 4.13 | New Member Orientation..... | 6 |
| ARTICLE 5 | PROGRESSIVE DISCIPLINE | 6 |
| 5.1 | Preamble..... | 6 |
| 5.2 | Principles of Progressive Discipline | 6 |
| 5.3 | Constructive Counselling and Coaching | 7 |
| 5.4 | Records of an Employee | 7 |
| 5.5 | Notice of Resignation..... | 7 |
| 5.6 | Notice of Dismissal or Demotion..... | 7 |
| ARTICLE 6 | GRIEVANCE PROCEDURE | 8 |
| 6.2 | Definition of a Grievance | 8 |
| 6.3 | Disclosure of All Information | 8 |
| 6.5 | Shop Stewards | 8 |
| 6.6 | Problem Resolution (Informal Process) | 9 |
| 6.7 | Grievance Procedure (Formal Process)..... | 9 |
| 6.8 | Time Limits | 10 |
| 6.9 | Alternate Dispute Resolution Process..... | 10 |
| 6.10 | Single Arbitrator..... | 10 |
| 6.11 | Employee Expenses | 11 |
| 6.12 | Procedure..... | 11 |
| ARTICLE 7 | SENIORITY | 12 |
| 7.1 | Definition | 12 |
| 7.2 | Seniority and Seniority List | 12 |
| 7.3 | Maintenance and Accrual | 12 |
| 7.4 | Maintenance of Seniority | 13 |
| 7.5 | Loss of Seniority | 13 |
| ARTICLE 8 | JOB POSTINGS..... | 14 |
| 8.1 | Position Designations | 14 |

| | | |
|-------------------|---|-----------|
| 8.2 | Job Postings..... | 14 |
| 8.3 | Information in Posting..... | 14 |
| 8.4 | Temporary Positions..... | 15 |
| 8.5 | Qualifying for Positions..... | 15 |
| 8.6 | Selection Process..... | 15 |
| 8.8 | Reversion from Temporary Appointment..... | 16 |
| 8.9 | Temporary Out-of-Scope Appointment..... | 16 |
| 8.10 | Permanent Out-of-Scope Appointment..... | 16 |
| ARTICLE 9 | PROBATION..... | 16 |
| 9.1 | Probation on Initial Hiring..... | 16 |
| 9.2 | On Re-Employment..... | 17 |
| 9.3 | On Promotion..... | 17 |
| 9.4 | On Demotion..... | 17 |
| 9.5 | Completion of Probation..... | 17 |
| 9.6 | Summer Seasonal Employees..... | 18 |
| ARTICLE 10 | LAY-OFF AND RE-EMPLOYMENT..... | 18 |
| 10.1 | Lay-Off in Reverse Order of Seniority..... | 18 |
| 10.2 | Employer to Inform Union..... | 19 |
| 10.3 | Notice of Lay-Off..... | 19 |
| 10.4 | Temporary Employees Laid-Off First if in Same Classification..... | 19 |
| 10.5 | Options for Permanent Full-time and Permanent Part-Time Employees who have Received Notice of Lay-Off..... | 19 |
| 10.6 | Notice to Exercise Displacement Rights..... | 19 |
| 10.7 | Acceptance of an Offer of a Position..... | 20 |
| 10.8 | Displacement Order..... | 20 |
| 10.9 | Employees Not Offered a Position..... | 20 |
| 10.10 | Rights of Employees Who Are Displaced..... | 21 |
| 10.11 | Time to Adjust in New Position..... | 21 |
| 10.12 | Re-Employment List..... | 21 |
| 10.13 | Benefits While on Lay-Off..... | 22 |
| 10.14 | Resignation Option..... | 22 |
| 10.15 | Severance Pay..... | 22 |
| ARTICLE 11 | HOURS OF WORK..... | 22 |
| 11.1 | Hours of Work – All Staff..... | 22 |
| 11.2 | Maintenance Staff..... | 22 |
| 11.3 | Overtime..... | 23 |
| 11.4 | Banking of Overtime..... | 23 |
| 11.5 | Variation of Hours of Work..... | 23 |
| 11.6 | Records..... | 23 |
| ARTICLE 12 | PAY ADMINISTRATION..... | 24 |
| 12.1 | Equal Pay for Equal Work..... | 24 |
| 12.2 | Pay Calculations..... | 24 |
| 12.3 | Rate of Pay..... | 24 |
| 12.4 | Pay Periods..... | 24 |
| 12.5 | Performance Based Increments..... | 24 |
| 12.6 | In-Hiring Rates of Pay..... | 25 |
| 12.7 | Pay on Movement to a New Position..... | 25 |

| | | |
|--|---|-----------|
| 12.8 | Professional Fees..... | 26 |
| 12.9 | Use of Employee Vehicle for Employer's Business..... | 26 |
| ARTICLE 13 TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)..... | | 27 |
| ARTICLE 14 DESIGNATED HOLIDAYS AND VACATION LEAVE | | 28 |
| 14.1 | Designated Holidays..... | 28 |
| 14.2 | Designated Holiday Falling on a Day of Rest..... | 28 |
| 14.3 | Vacation Leave..... | 28 |
| 14.4 | Vacation Authorization..... | 29 |
| 14.6 | Designated Holiday during Vacation Leave | 30 |
| 14.7 | Sick Leave during Vacation | 30 |
| 14.9 | Cancelling of Approved Vacation Leave | 30 |
| 14.10 | Vacation Leave Records..... | 30 |
| 14.11 | Temporary, Summer Seasonal and Casual Employees' Vacation Pay | 31 |
| 14.12 | Vacation Pay on Supplementary Earnings..... | 31 |
| ARTICLE 15 SICK LEAVE | | 31 |
| 15.1 | Definition of Sick Leave | 31 |
| 15.2 | Accumulation of Sick Leave..... | 31 |
| 15.3 | Notification of Illness..... | 32 |
| 15.4 | Medical Certificate | 32 |
| 15.5 | Employer to Provide Information..... | 32 |
| 15.6 | Unpaid Leave for Prolonged Illness | 33 |
| 15.7 | Accommodation..... | 33 |
| ARTICLE 16 LEAVES OF ABSENCE | | 33 |
| 16.1 | Bereavement Leave | 33 |
| 16.2 | Leave for Pressing Necessity | 34 |
| 16.3 | Family Leave | 34 |
| 16.4 | Unpaid Leave | 34 |
| 16.5 | Leave for Union Office..... | 35 |
| 16.6 | Leave for Shelter or Rehabilitation..... | 35 |
| 16.7 | Benefits Earned While on Leave..... | 35 |
| 16.8 | Maternity Leave | 35 |
| 16.9 | Parental Leave | 37 |
| 16.10 | Adoption Leave..... | 37 |
| 16.11 | Compassionate Care Leave | 37 |
| 16.12 | Jury Duty | 37 |
| 16.13 | Voting Time | 38 |
| 16.14 | Education Leave..... | 38 |
| ARTICLE 17 OCCUPATIONAL HEALTH AND SAFETY | | 38 |
| ARTICLE 18 HARASSMENT | | 38 |
| 18.1 | Anti-Harassment Policy Statement | 38 |
| ARTICLE 19 WORKERS' COMPENSATION | | 39 |
| ARTICLE 20 CLASSIFICATION..... | | 40 |
| 20.1 | Employer to Establish a Classification Plan | 40 |
| 20.2 | Manual of Job Descriptions | 40 |
| 20.3 | New Classes of Positions | 40 |

| | | |
|--|---|-----------|
| 20.4 | Resolution of Disputes | 40 |
| 20.5 | Changes to Existing Classifications / Positions | 41 |
| 20.6 | Reduction in Pay | 41 |
| ARTICLE 21 TECHNOLOGICAL CHANGE | | 41 |
| ARTICLE 22 TERMS OF AGREEMENT..... | | 42 |
| 22.1 | Duration..... | 42 |
| 22.2 | Agreement to Continue in Force | 42 |
| 22.3 | Changes in Agreement..... | 42 |
| 22.4 | Changes to Agreement..... | 42 |
| 22.5 | Production of Agreement | 42 |
| LETTER OF UNDERSTANDING #1 | | 45 |
| RE: | Employee Benefits Plan..... | 45 |

ARTICLE 1 DEFINITIONS

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

- 1.1 **Bargaining Unit** means the unionized employees of the Saskatchewan Government and General Employee's Union who are employed by the Employer.
- 1.2 **Employee** or **Employees** means a person to which the terms of this Agreement apply as described in Article 2 of this Agreement.
- 1.3 **Employer** means the Melfort Housing Authority.
- 1.4 **Gender** – he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.5 **The Parties** means the parties to this Agreement, i.e. the Employer and the Union.
- 1.6 **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.
- 1.7 **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.
- 1.8 **Summer Seasonal Employee** means an employee employed as described in Article 9.6.
- 1.9 **Temporary employee** means an employee who may work full-time or part-time, for a specific period of time.
- 1.10 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of the Melfort Housing Authority.
- 1.11 **The Board** means the Board of Directors of the Melfort Housing Authority.
- 1.12 **Casual Employee** means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- 1.13 **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.
- 1.14 **Demotion** means the movement of an Employee from one (1) position to another bearing a lower hourly rate of pay.

- 1.15 **Designated Day Off (DDO)** means a day which is unpaid that has been credited to a permanent Employee who has successfully completed initial probation (i.e. Saturday, Sunday).
- 1.16 **Knowledge, Skills and Abilities (KSA's)** means the knowledge, skills, and abilities required to perform the duties and responsibilities for a specific job classification.
- 1.17 **Manager** means the Manager of the Melfort Housing Authority or the person designated to act in his place.
- 1.18 **Pay Plan** means the scale of wages as contained in the attached Appendix "A" and the rules governing its application, as per Article 12.
- 1.19 **Promotion** means the movement of an Employee from a position to a position bearing a higher hourly rate of pay.
- 1.20 **Summer Seasonal Employee** means an Employee who is not regularly scheduled on an ongoing basis, but whose term traditionally covers the months of May to September, and may be negotiated at the time of here.

ARTICLE 2 SCOPE

The terms of the Agreement shall apply to all Employees of the **Melfort Housing Authority in Saskatchewan** except:

Manager and Executive Assistant

And any other positions that may be agreed upon during the term of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

The Employer reserves all rights and prerogatives in the management of its business, unless clearly and explicitly granted to the Union by this Agreement.

These rights and prerogatives include, but are not limited to:

- (a) The right to plan, direct, and control the Employer's operation; to determine the mode, methods and equipment to carry out the work; the content of all jobs, and to maintain order and efficiency by establishing and maintaining rules and regulations governing the conduct of the employees. These rules and regulations shall primarily be designated to safeguard the interests of the clients and the efficiency in the Employer's operations.

- (b) **Determining the location of operations, the method of providing services, the hours that services will be provided, equipment to be used and to use new or improved methods and/or equipment; to hire, promote, select, evaluate and lay-off employees; to demote, discipline, suspend, and/or discharge for just cause any employee, provided however that such action may be subject to the grievance procedure.**

The parties agree that the enumeration of management's rights as set out shall not exclude other functions not specifically stated. The Employer, therefore, retains all rights not otherwise specifically limited by this agreement.

ARTICLE 4 UNION SECURITY

4.1 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.

4.2 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 such leave does not unreasonably interfere with the 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 ten (10) days in advance. Where the Union does not know of the need for union leave ten (10) days in advance in unforeseen circumstances, verbal or written request may be granted with forty-eight (48) 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.

- (d) **The reimbursement shall be provided within thirty (30) calendar days of the leave.**

4.3 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.

4.4 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership 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.

4.5 Check-Off

The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit such deductions to the Union at the conclusion of each pay period. The Employer shall provide with the dues submission a list of names, classifications, and addresses of those who incurred the deductions. **All employees are required to keep the Employer informed of personal changes pertinent to their employment, such as changes in address, phone numbers, dependents, marital status, and name.**

The Employer shall inform the Union of any new hires, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.

The Employer shall provide the information electronically.

The Union shall provide the electronic template to the Employer.

4.6 Income Tax (T4) Slips

At the time that Income Tax (T4) slips are made available, the Employer shall type the amount of the Union dues paid by each Union member on the T4 slip.

4.7 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 Saskatchewan Employment Act*.

4.8 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.

4.9 Bulletin Boards

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

4.10 Refusal to Cross Picket Lines

An employee who chooses not to cross a lawful picket line will not be disciplined or discriminated against. The employee will advise the Employer immediately so that an alternative to providing the service can be determined by the Employer. No employee covered by this Article may interfere with, slow down, or halt the operation of the Employer as a result of exercising his right under this clause.

All employees shall cross a picket line which is declared illegal by a court of competent jurisdiction.

4.11 No Reprisals from Work Stoppages

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.

4.12 Contracting Out

It is not the intention of the Employer to enter into new contracting out-of-work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement; however, if it becomes necessary to contract out the following principles will apply:

- (a) The Employer will endeavor to avoid contracting out work that can be done by employees in an effective, efficient manner within Melfort Housing policy framework and meeting the operational time constraints of the work.

- (b) When contracting out of bargaining unit work is done, the Employer will ensure no permanent employees will lose employment as a direct result of contracting out.
- (c) Existing historical employment practices related to contracting work out will not be restricted by this provision.

4.13 New Member Orientation

In conjunction with the Employer “new member orientation program”, a union representative will be afforded an opportunity to meet with the new hirees in order to acquaint them with the collective agreement and other union activities.

ARTICLE 5 PROGRESSIVE DISCIPLINE

5.1 Preamble

- (a) **Where applicable, the Employer** will endeavor to resolve problems with respect to employee **behaviour** through discussion and **coaching** 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 misconduct, the practice of progressive discipline will take place.
- (d) No employee shall be dismissed or disciplined without just cause.
- (e) Where the Employer intends to discipline an employee for just cause, 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.

5.2 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.

5.3 Constructive Counselling 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 may, 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.

5.4 Records of an Employee

- (a) Except in the case of a verbal reprimand the Employer will provide the Union and the employee with a written disciplinary record including reasons for such discipline or dismissal.
- (b) Employees shall have the right to review their personnel file immediately upon request. A Union representative, with the written authorization of the employee, shall have access to the file, in the presence of a Manager, Human Resource Officer, or authorized designate.
- (c) Two (2) 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. Employee's performance evaluations including probationary reviews will not be removed from the personnel file.

5.5 Notice of Resignation

A permanent Employee shall be expected to file written notice with the Employer of her intention to resign from service at least two (2) calendar weeks prior to the date upon 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 service at least seven (7) calendar days prior to the date upon which she intends to leave.

5.6 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 who are dismissed for non-punitive reasons such as innocent absenteeism, incompetence, or general unsuitability will be provided with thirty (30) calendar days' notice of dismissal or if the Employee does not work the thirty (30) day notice period, the Employee will receive thirty (30) days' pay, at the regular rate, in lieu of notice. At management's discretion, an employee may be required to vacate the job on the first day.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 The parties will make every effort to settle grievances as fairly and as promptly as possible without the involvement of a third party.

6.2 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.

6.3 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.

6.4 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 of Article 6.7. 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.

6.5 Shop Stewards

- (a) Right to Representation – An employee shall have the right to have her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact her Steward to be present at the interview.

- (b) 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.
- (c) 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 Shop Steward within the facility. Neither the Employee nor the Shop Steward shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made with the Manager or designate.
- (d) Meeting the Employer – The Employer agrees that one (1) Shop Steward 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.

6.6 Problem Resolution (Informal Process)

- (a) An Employee who **has a justifiable** complaint may discuss such matters with **the immediate** supervisor in an effort to resolve the problem. The supervisor shall convene a meeting with the Employee within seven (7) **calendar** days at a time mutually agreed upon. The Employee may request the attendance of the Shop Steward at the meeting.

The supervisor **shall** provide the decision **verbally** within seven (7) **calendar** days of the meeting, and the decision will be presented to the Employee and the Shop Steward, if one was in attendance.

- (b) 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 the supervisor provides a decision.

6.7 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 8.6 (d), the Shop Steward will submit the Employee's grievance in writing to the Employee's immediate Supervisor, or authorized designate, within thirty (30) calendar days of the occurrence of the matter leading to the grievance or the time that the Employee became aware of the occurrence.

The Supervisor, or authorized designate, will hear the grievance and submit his decision in writing to the grievor, the Shop Steward and the Union within ten (10) working days.

(b) Step 2 – Manager

If a satisfactory settlement cannot be effected at Step 1, the Union may, within ten (10) working days of receiving the written response at Step 1, submit the grievance to the Manager, or authorized designate. A Step 2 meeting will be scheduled at a time agreed to by the Parties. The Manager will render a decision to the Union in writing within ten (10) working days of the meeting held to discuss the grievance at Step 2.

6.8 Time Limits

The Parties agree to abide by the time limits specified in this Article 6, unless otherwise mutually agreed.

Any grievance not advanced by the Union, to the next step in the above processes, within the time limits specified, will be deemed to have been withdrawn.

6.9 Alternate Dispute Resolution Process

(a) Within thirty (30) days of receipt of the response at Step 2, the Parties will meet to determine one of the following dispute resolution mechanisms:

- Mediation
- Single Arbitrator

(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 will inform the Employer in writing within thirty (30) days, of the decision to advance the grievance to arbitration. Failure to meet the time limit will result in the grievance being withdrawn and no further action can be taken on the matter.

6.10 SINGLE ARBITRATOR

Within thirty (30) days of receiving the response at Step 2, the Parties will attempt to agree on a single Arbitrator. Failing agreement, the parties will ask for an Arbitrator to be appointed by the Minister of Labour.

(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 tender a final and binding decision within thirty (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 that 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.

6.11 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 pay and expenses paid by the Union.
- (c) If called by the Arbitrator, the Parties shall share equally the costs.

6.12 Procedure

No grievance shall be defeated by any formal or technical objection and the Arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 7 SENIORITY

7.1 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**

All Permanent Employees shall earn seniority from the date the Employee commenced employment with the Employer.

(b) **Temporary, Summer Seasonal and Casual Employees**

All Temporary, Summer 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. A break in service of twelve (12) consecutive months will constitute termination of seniority.

7.2 Seniority and Seniority List

(a) Where a dispute arises concerning the seniority of Employees hired on the same day, the Employer shall, in the presence of an elected representative of the Union, use the "coin toss" method to determine the order of seniority.

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

(c) Employees will be allowed to challenge the accuracy of their seniority during a two (2)-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 and an amended roster will be prepared, posted, and provided to the Union.

7.3 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 (6) months

(c) Maternity leave

- (d) Adoption leave
- (e) Parental leave
- (f) Lay-off up to and including three (3) months
- (g) Prolonged or unpaid medical leave up to two (2) years
- (h) Workers Compensation leave up to two (2) years
- (i) Compassionate leave
- (j) Temporary appointments to an out-of-scope position up to six (6) months.

7.4 Maintenance of Seniority

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

- (a) Periods of (unpaid) leaves of absence over six (6) months
- (b) Periods of prolonged or unpaid medical leave after two (2) years
- (c) Lay-off over three (3) months to a maximum of twenty-four (24) months

7.5 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 twenty-four (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 (5) days of the Employer issuing notice of re-employment by registered mail
- (e) Abandons her job
- (f) Out-of-scope promotion for greater than six (6) months

ARTICLE 8 JOB POSTINGS

8.1 Position Designations

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

- (a) Permanent full-time, or
- (b) Permanent part-time, or
- (c) Temporary full-time, or
- (d) Temporary part-time, or
- (e) Summer seasonal, or
- (f) Casual.

8.2 Job Postings

- (a) Where the Employer determines that a temporary position is to be extended beyond the original advertised stop date, the extension shall be posted by mutual consent.
- (b) When a new position is created, or a vacancy for a permanent position or a temporary position to a maximum of twelve (12) months occurs, the Employer shall post notice of the position internally for seven (7) working days, unless the Employer and the Union agree to a longer or shorter period.
- (c) A copy of each job posting will be posted in the workplace and a copy of each posting sent to the local Union on the date of the posting. Where an Employee is the sole Employee in a location or work area, a copy of the posting shall be forwarded to the location or work area by inter-office mail, and to every Employee on the re-employment list.
- (d) During the seven (7) day period, the Employer will make every reasonable effort to inform Employees by mail of such postings where Employees are temporarily absent from work for reasons of approved vacation leave, sick leave, or leave of absence.

8.3 Information in Posting

Each job 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, abilities, qualifications, and experience required,
- (e) Salary range,
- (f) Hours and days of work,
- (g) Status of position,
- (h) Deadline for applications,
- (i) Expected start date,
- (j) And any other pertinent information.

8.4 Temporary Positions

Except for the provisions in Article 15.6 (Unpaid Leave for Prolonged Illness), if the temporary position, either full or part-time, exceeds eighteen (18) months, this position will be deemed permanent and result in a posting for that position. If the temporary position is ended, and within three (3) months another similar temporary position is created, entailing the same nature of work, and the duration of the positions combined, extends beyond twelve (12) months, this position will be deemed necessary and will result in a posting for that position in accordance with Article 8.2

8.5 Qualifying for Positions

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

8.6 Selection Process

- (a) The Employer shall notify the Union of the names and seniority of applicants for the position, five (5) 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 8.5.
- (c) The Employer will advise the Union in the event the Employer holds interviews for a vacant position, regardless of whether an internal applicant is an interview candidate or not.

- (d) Except for Employees on initial probation, any other Employee who has entered in the competition shall have the right to grieve the Employer's decision. Any grievances relating to this Article must be filed within five (5) working days from the notification of selection. The grievance will be heard at Step 1 within two (2) working days from the date the grievance was filed.

8.7 Appointments to Positions

The Employer shall notify the employee and the Union in writing of the successful appointment to any/all positions. This notification shall include a start date and an end date if applicable, classification and rate of pay.

8.8 Reversion from Temporary Appointment

Subject to Article 8.6, a permanent Employee appointed to a temporary position (i.e. secondment) 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.

8.9 Temporary Out-of-Scope Appointment

- (a) 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 (6) months.
- (b) After six (6) months, he shall be considered to be an out-of-scope Employee and shall not be entitled to any benefits of the Collective Agreement. No Employee shall be appointed to an out-of-scope position without his consent.

8.10 Permanent Out-of-Scope Appointment

An Employee who is appointed to an out-of-scope position has the right to revert within a six (6) month period.

ARTICLE 9 PROBATION

9.1 Probation on Initial Hiring

- (a) Newly hired employees shall serve an initial probationary period of six (6) months [one hundred and twenty (120) paid 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) In case of dismissal for reasons of unsuitability and where a probationary employee grieves the employer shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment. Reasonableness shall be assessed on the basis of the employee's:
 - (i) Conduct;
 - (ii) Quality of work;
 - (iii) Ability to work harmoniously with others.
- (e) 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.

9.2 On Re-Employment

An employee re-employed following job abolition shall serve a subsequent probationary period of forty (40) days worked, except where she is re-employed in a position similar to a position formerly held.

9.3 On Promotion

A permanent full-time Employee who has been promoted shall serve a trial period of one hundred and twenty (120) days. A permanent full-time Employee who chooses to revert, or does not successfully complete the trial period, shall revert to her former position, or by mutual agreement the employee may revert to a similar position at the same step in the salary range, subject to any increments he/she would have earned had the promotion not taken place.

9.4 On Demotion

A probationary period of forty (40) days worked shall be served, except where an Employee demotes into a classification and/or position formerly held.

9.5 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, and such successful completion shall be in writing to the Employee with a copy to the Employee's personnel file.

9.6 Summer Seasonal Employees

At the conclusion of a seasonal appointment, an employee shall be provided with notice in accordance with *The Saskatchewan Employment 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 he last commenced employment with the Employer.

Summer 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. Summer seasonal employees who have successfully completed a probationary period will be given first (1st) consideration for all summer seasonal jobs for which they possess the skill, ability, qualifications, and experience.
- (b) serve a probationary period of one hundred and twenty (120) days worked. Employees who do not successfully complete the probationary period will be terminated.
- (c) accrue seniority in accordance with Article 7. Summer seasonal employees shall earn sick leave credits in accordance with Article 15.
- (d) be assigned hours of work based on operational requirements.
- (e) receive an increment in each season in accordance with the Classification Schedule, provided the employee works a minimum of eighty (80) days in a season. The employee may carry days worked from one (1) season to another in order to earn an increment in the second (2nd) season.
- (f) be entitled to benefits or a portion thereof as prescribed under the Saskatchewan Housing Authorities Group Benefits Plan upon reaching required qualification periods.

ARTICLE 10 LAY-OFF AND RE-EMPLOYMENT

(Permanent Full-Time and Permanent Part-Time Employees)

10.1 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.

10.2 Employer to Inform Union

The Employer shall inform the Union of possible lay-offs as far in advance as possible but no less than regulatory labour standards.

10.3 Notice of Lay-Off

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

- (a) Two (2) weeks' written notice, if the period of employment is less than one (1) year.
- (b) Three (3) weeks' written notice, if the period of employment is one (1) year or more, but less than three (3) years.
- (c) Four (4) weeks' written notice, if the period of employment is three (3) years or more, but less than five (5) years.
- (d) Six (6) weeks' written notice, if the period of employment is five (5) years or more, but less than ten (10) years.
- (e) Eight (8) weeks' written notice, if the period of employment is ten (10) years or more.

10.4 Temporary Employees Laid-Off First if in Same Classification

Temporary Employees will be terminated before a permanent full-time or part-time Employee in the same classification. Temporary Employees will receive notice in accordance with Article 10.3, but will not have displacement rights.

10.5 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 Employee(s) affected shall have the right to displace another permanent Employee with less seniority, or the Employee may elect to:

- (a) Displace another permanent Employee with less seniority, or
- (b) Go on lay-off and be placed on the re-employment list, or
- (c) Retire, or
- (d) Resign and collect severance pay.

10.6 Notice to Exercise Displacement Rights

- (a) An Employee who intends to exercise displacement rights shall indicate his intention, in writing, to the Employer within three (3) working days of

receipt of the lay-off notice. Timelines can be waived by mutual agreement.

- (b) Upon receipt of notice of the Employee's intention to displace, the Employer will, within three (3) working days, present the Employee with an offer of a position to displace into.
- (c) If no further response is received within this period, the Employee shall be deemed to have declined the option to displace, and must choose one (1) of the other options in Article 10.5.

10.7 Acceptance of an Offer of a Position

- (a) An Employee will have three (3) working days to consider the offer of a position. The three (3)-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.
- (b) If the Employee does not accept the offer of the position within the three (3)-day period, it will be deemed the Employee has declined the offer. The Employee, within three (3) working days, must elect one (1) of the other options in Article 10.5. Once the Employee accepts the position, the Employer will advise the Employee, in writing, of the commencement date in the new position, and lay-off notice will be deemed to have been rescinded.
- (c) 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 three (3) working days, must elect one (1) of the other options.

10.8 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 8.5, for the position(s). In all cases the Employee with the least seniority will be displaced.

10.9 Employees Not Offered a Position

If the employee is not offered a position after having proceeded through all stages of displacement, the Employee, within three (3) working days, must choose another option.

10.10 Rights of Employees Who Are Displaced

The options in Article 10.5 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 9.3. 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 three (3) working days, he may choose one (1) of the other options. In any case, the Employee will not have another displacement option. When an Employee's name goes on a re-employment list, any Housing vacancies shall be filled by in-house staff by Melfort Housing Authority.

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. Temporary employees may elect to place their names on the re-employment list.
- (b) Employees' names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- (c) Except in extenuating circumstances, employees who do not accept a position offered will be put to the bottom of the re-employment list.
- (d) No new employee 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 (2) years. If not re-employed within twenty-four (24) months, the employee shall lose seniority and be terminated.
- (f) Subject to Article 10.14, at any time during the twenty-four (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 the re-employment list.
- (h) An employee who fails to reply within five (5) working days to an offer of re-employment, sent by certified mail, to the employee's residence shall lose seniority and be dropped from the re-employment list.

10.13 Benefits While on Lay-Off

Employees on the re-employment list shall earn benefits in accordance with Article 17.4.

10.14 Resignation Option

Employees on the re-employment list shall give the Employer a written notice of resignation.

10.15 Severance Pay

In the event an Employee is laid off and elects to resign in accordance with Article 10.5 (c), or the Employee has elected to resign while on the re-employment list, he shall receive severance pay on the basis of one (1) 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 at the time the lay-off notice was issued. Eligible years of service for the purpose of severance pay will include all continuous employment with the Employer.

ARTICLE 11 HOURS OF WORK

11.1 Hours of Work – All Staff

- (a) Employees shall work thirty-seven and one half (37.5) hours per week, Monday to Friday, with regularly scheduled hours between 7:30 a.m. and 4:00 p.m., 8:00 a.m. and 4:30 p.m., or 8:30 a.m. and 5:00 p.m. with an unpaid lunch break not exceeding one hour.
- (b) Consecutive Days Off – Employees shall be scheduled no less than two (2) consecutive days off.
- (c) Rest Period – All employees shall have one (1) paid fifteen (15) minute rest period within every three and one half (3.5) hours worked per day, with a maximum of two (2) breaks per regular hours.

11.2 Maintenance Staff

- (a) Full-time employees who are required to report to an area of the 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 times (1.5x) their regular rate for all hours so worked with a minimum of two (2) hours pay guaranteed at overtime rates.
- (b) Full-time employees who are called back to work the same day after having 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

(1.5x) the regular rate of pay with a minimum of two (2) hours pay guaranteed at overtime rates.

(c) Standby Defined

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:

| | | |
|-------------------------|---|-----------------|
| 4:30 p.m. to 10:00 p.m. | Monday to Friday | \$2.50 per hour |
| 8:00 a.m. to 10:00 p.m. | Saturday, Sunday or Designated Holidays | \$2.50 per hour |
| 10:00 p.m. to 8:00 a.m. | Monday to Sunday | \$2.50 per hour |

Where Employees receive phone calls outside of their regular hours from the Employer or designate while on standby and are required to provide off site assistance which does not involve a return to the work place, no additional payment shall be made. Such services are included in the standby fee.

11.3 Overtime

All Employees shall be paid overtime or granted time in lieu at the rate of one and one half times (1.5x) their regular rate of pay for any/all authorized overtime worked outside their regular hours of work.

11.4 Banking of Overtime

Employees may bank their overtime to be taken off at a future, mutually agreed upon date. If such time in lieu cannot be taken by the end of the fiscal year, an Employee shall be eligible to carry over a maximum of **thirty-seven and one-half (37.5)** hours to the next fiscal year. An Employee shall be paid out for all hours in excess of **thirty-seven and one-half (37.5)** hours at the end of each fiscal year.

11.5 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 the Union.

11.6 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 the type of work performed.

ARTICLE 12 PAY ADMINISTRATION

12.1 Equal Pay for Equal Work

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

12.2 Pay Calculations

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 Classification Appendix "A".
- (b) In no event shall the number of hours included as actual hours worked, taken on sick leave or taken as vacation, exceed a maximum of seven and one half (7.5) hours per day.

12.3 Rate of Pay

The rate 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 position(s) to the classification(s).

12.4 Pay Periods

All Employees shall be paid semi-monthly, on the fifteenth (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 payday. Employees shall receive a statement showing period worked, gross amount earnings, 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.

12.5 Performance Based Increments

- (a) A permanent Employee's anniversary date shall be established as the date upon which the Employee commenced work with the Employer. An Employee shall receive annual merit increment (step) effective each anniversary date, or on an anniversary date mutually agreed upon by the Employer and the Union (i.e. January 1st) until the maximum is reached as defined by the pay scale in Appendix "A", subject to Article 12.5 (b), provided the employee worked full-time hours.

- (b) Notwithstanding the above, the Employer may withhold the merit increase on the basis of an unsatisfactory performance review. The Employer shall notify the Employee in writing of such action, thirty (30) days prior to the merit increase date, giving reasons for withholding the merit increase. If the employee is not served with such a notice prior to the merit increase date, he will be deemed to have earned the merit increase. An employee may grieve against the withholding of his merit increase.

In the event an Employee takes an unpaid leave of absence of greater than thirty (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 new merit increment date.

Where an Employee is hired prior to the fifteenth (15th) of the anniversary month, the merit increment date will be paid on the first (1st) of that month. Where an Employee is hired after the fifteenth (15th) of the month, the increase would be paid on the first (1st) of the following month.

- (c) An Employee returning to work after more than thirty (30) consecutive days leave of absence without pay of lay-off, will be eligible to receive a merit increase after twelve (12) months of actual service, less credit toward the 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 merit increment will be the Employee's anniversary date. Should the leave be due to a work injury covered by Workers' Compensation Board, or a maternity or parental 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.

12.6 In-Hiring Rates of Pay

The Employer will place a newly hired Employee at the minimum of the pay range (step) for that position and/or classification unless mutually agreed between the parties to start at a different step.

12.7 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 eight percent (8%) above current salary and not more than the maximum of the new range. If the addition of eight percent (8%) produces a rate between two (2) steps in the range

of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates.

When an Employee assumes a position with a higher rate of pay on other than the first (1st) working day of the month, the increment date shall be adjusted to the first (1st) of the month where the Employee commenced work in the new position between the first (1st) and fifteenth (15th) of the month, and to the first (1st) day of the following month where the Employee commenced work in the new position between the sixteenth (16th) and the last day of the month. Whenever an Employee's increment date or an adjustment in salary occurs 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, but not lower than their 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 merit increments he would have earned had he not assumed the new position.

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

12.8 Professional Fees

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

12.9 Use of Employee Vehicle for Employer's Business

(a) When an Employee is required to use a personal vehicle in the performance of their work, the Employer agrees to pay:

- (i) Maintenance - \$11.00 per day worked plus the mileage rate established by the Government of Saskatchewan.

- (ii) Custodian - \$11.00 per day worked plus the mileage rate established by the Government of Saskatchewan.
- (iii) **Effective the first of the month following the date of ratification, the Maintenance, Custodian and Summer Seasonal employees to be paid \$13.00 per full day (\$6.50 per half day) plus the mileage rate established by the Government of Saskatchewan.**
- (iv) Administrative Assistant and **Tenant** Services Coordinator - **\$4.00** per trip or **as per** the mileage rates established by the Government of Saskatchewan, whichever is greater.

(b) Liability Insurance

The Employees are covered by the terms and conditions of the Employer's liability insurance coverage. The liability is for any legal action or proceeding brought against an employee for legal acts within the scope of employment.

ARTICLE 13 TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)

- 13.1** All TPHD must be assigned by the Employer, an Employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making appointments. Employees shall have the right to refuse TPHD assignments without retributions.
- 13.2** In the event the Employee is assigned to a higher paid position for three (3) days or more, the Employee will be paid an eight percent (8%) 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. No payment will be made for periods of less than three (3) days.
- 13.3** TPHD will not be assigned or considered to have been assigned or paid unless, in the case of a supervisor, the employee is assigned to actually supervise staff. Where a supervisor is absent for three (3) consecutive working days or more an assignment will be effective the day of the absence. All assignments shall be designated by the manager or his designate.
- 13.4** TPHD assignments normally will not exceed six (6) months; however, upon mutual agreement, a TPHD assignment may be extended. In accordance with Article 15.6, no TPHD assignment will exceed two (2) years.
- 13.5** Notwithstanding Article 13.4, temporary vacancies of six (6) months or more will be posted in accordance with Article 8.3. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.

ARTICLE 14 DESIGNATED HOLIDAYS AND VACATION LEAVE

14.1 Designated Holidays shall mean:

| | |
|----------------------------|--|
| New Year's Day (January) | Family Day (February) |
| Good Friday | Victoria Day (May) |
| Canada Day (July) | Saskatchewan Day (August) |
| Labour Day (September) | Thanksgiving Day (October) |
| Remembrance Day (November) | Christmas Day (December) |
| Boxing Day (December) | National Aboriginal Day (June 21) |

And any other day legislated by the Provincial government as a public holiday.

14.2 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 (1st) 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 Saskatchewan Employment Act*.

14.3 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, and will be shown on the first pay statement of the year.
- (b) Vacation entitlement shall be as follows:
 - (i) Employees shall be granted vacation based upon the years of service they have completed in the fiscal year (January 1 to December 31). Vacation entitlements shall be advanced to Employees at the beginning of each fiscal year.
 - (ii) Vacation entitlement shall be as follows:

After twelve (12) months accumulated service – three (3) weeks' vacation [fifteen (15) days]

After eight (8) years accumulated service – four (4) weeks' vacation [twenty (20) days]

After fifteen (15) years accumulated service – five (5) weeks' vacation [twenty-five (25) days]

After twenty-two (22) years accumulated service – six (6) weeks' vacation [thirty (30) days]

- (iii) Permanent part-time Employees shall acquire vacation leave credits on a pro-rated basis.
- (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.

14.4 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 March and September of each vacation year, Employees will be asked to submit their requests to take annual vacation to their immediate supervisor. Requests must be submitted no later than April 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 leave 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(s).
- (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. However, Employees shall be entitled to take vacation in not less than half-day increments.

14.5 Vacation Carry-Over

Employees are expected to take their entire vacation entitlement within the vacation year. However, an Employee can carry over up to five (5) days. In extenuating circumstances, the Employee may request in writing a carry-over in excess of the five (5) day limit.

14.6 Designated Holiday during Vacation Leave

When any holidays designated in Article 14.1 fall within an Employee's annual vacation, that day shall not be counted as a vacation day.

14.7 Sick Leave during Vacation

In the event an Employee is ill for three (3) days or longer (proper documentation, medical certificate) and/or is hospitalized, or entitled to bereavement leave during vacation leave, the Employer will charge the amount of time the Employee was ill, hospitalized, bereaved, and/or the period of recovery to the Employee's sick leave or bereavement leave credits. The Employer 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. Substantiation of illness, hospitalization, bereavement, and/or the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.

14.8 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.

14.9 Cancelling of Approved Vacation Leave

Any expenses or losses experienced by an Employee arising from the Employer **cancelling** or interrupting vacation periods shall be paid by the Employer.

14.10 Vacation Leave Records

The Employer will post vacation leave records in the Main Office and in the Shop Office in April and October 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 Temporary, Summer Seasonal and Casual Employees' Vacation Pay

Temporary, summer seasonal and casual Employees will either receive vacation pay on each cheque in accordance with the amount of vacation entitlement outlined in Article 14.3 and based on the Employees' total wages, or have vacation pay accrue and paid out upon termination.

14.12 Vacation Pay on Supplementary Earnings

An Employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Article 14.3.

ARTICLE 15 SICK LEAVE

15.1 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) In the event a specialist/medical appointment is required due to local unavailability and travel to a major center is required the Employee may make application to utilize their sick leave for that appointment day.
- (c) 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.

15.2 Accumulation of Sick Leave

- (a) All Employees shall earn sick leave credits based on hours eligible for entitlement to a maximum of fifteen (15) days per year, one and one-quarter (1 1/4) days per month.
 - (i) Permanent Employees shall earn sick leave credits from the date of employment.
 - (ii) Temporary, summer seasonal and casual Employees will earn sick leave credits from the date of employment, prorated according to hours worked.
 - (iii) Upon signing the collective agreement, new employees will be subject to a one hundred (100) day cap on sick leave accumulation.

- (b) At fiscal year end, the Employer will provide permanent Employees on staff, with an account of accumulated sick leave credits.

15.3 Notification of Illness

- (a) Any Employee who will be absent due to illness or disability shall notify their 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 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 fourteen (14) calendar days' notice of return to work.
- (d) The Employee on prolonged absence due to illness will be granted sick leave providing the Employee possesses sufficient sick leave credits. Salary continuance will commence upon expiration of sick leave credits to the point where Long Term Disability coverage is applicable. Employees on sick leave, others than those on prolonged absence due to illness, who do not have sick leave credits will be considered to be on unpaid leave of absence.

15.4 Medical Certificate

Subject to Article 15.1, where an Employee is absent due to illness for three (3) consecutive days or more, the Employer may request that an Employee provide a physician's certificate attesting to their illness. In the event the Employee is charged a fee for producing the certificate, the Employer will reimburse the Employee providing the Employer requested the certificate. All information will be kept confidential by the employer.

Employees who do not produce the above certificate upon request will be considered to be on unpaid leave of absence.

15.5 Employer to Provide Information

Subject to written authorization from the Employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an Employee who is ill, injured or disabled for any benefit or payment to which the Employee is lawfully entitled.

15.6 Unpaid Leave for Prolonged Illness

The Employer, the Union, and the Occupational Health and Safety Committee 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 the situation in accordance with Duty to Accommodate legislation.

15.7 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 shall endeavour to make such accommodation.

ARTICLE 16 LEAVES OF ABSENCE

16.1 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 (including common-law and same sex) or child/children (including step-child/children, or legal guardianship) of that Employee.

In the case of the death of a member of an Employee's immediate family, the Employee may request up to three (3) days paid leave. Immediate family is defined as parents (including in-laws and step), sisters or brothers (including in-laws or step), grandparents, grandchildren, or 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, an additional five (5) days off to be charged to the Employee's sick leave credits. In the case of the death of another immediate family member, an additional two (2) days may be requested, to be charged to the Employee's sick leave credits. An additional day for travel each way if the Employee has to travel out of province will be provided and charged to sick leave.
- (c) The Employer may grant bereavement leave to be charged to the Employee's sick leave credits for the following:
 - (i) the death of someone with whom the Employee maintained a close relationship, or

- (ii) within a period of thirteen (13) months from the date of death for the purpose of attending a religious or traditional event related to the death of the person.

16.2 Leave for Pressing Necessity

An Employee shall be granted leave without pay for pressing necessities. Pressing necessity shall be defined as any circumstances of a sudden or unusual occurrence that could not by the exercise of reasonable judgment have been foreseen by the Employee and which requires the immediate attention of the employee. The employee may request to use vacation leave or, if mutually agreed between the Manager and the employee, to make up the time.

16.3 Family Leave

- (a) Over and above the entitlement in Article 16.2, an Employee shall be entitled to access his accumulated sick leave credits to be absent from work in the event of:
 - (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) Accumulated sick leave credits may be accessed by an Employee for family leave as defined above to a maximum of five (5) days per year, and may be taken in half (1/2) or full days.
- (c) Employees may request and the Employer may grant family leave based on operational requirements, as a flexible hour arrangement on a temporary basis to accommodate an Employee requiring medical attention or to attend a family matter. The Employee must advise the Manager or designate of the nature of the request.

16.4 Unpaid Leave

- (a) Unpaid leave is a leave of a specified duration of up to one (1) year. Employees may request and upon approval get up to one (1) additional year for a maximum total of two (2) years.
- (b) Providing satisfactory arrangements can be made for the performance of an Employee's work, a definite leave of absence without pay will 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 (3) months in advance of the commence date, except in unavoidable circumstances.

- (c) Any benefits that may be earned while on unpaid leave shall follow the specifications in Article **16.7**.

16.5 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 (1) 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 benefit costs by the Union to the Employer.

16.6 Leave for Shelter or Rehabilitation

An Employee who is a victim of domestic violence, or enters a rehabilitation program for drug, gambling or alcohol abuse, or battering, the Employee may request 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.

16.7 Benefits Earned While on Leave

- (a) One (1) month or less: vacation leave, sick leave, seniority and increments.
- (b) More than one (1) month, but not more than three (3) consecutive months: seniority, except for maternity, parental, adoption, and Workers' Compensation leaves of absence.
- (c) More than three (3) consecutive months: no benefits earned.
- (d) Employees on the disability list or 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.

16.8 Maternity Leave

- (a) An Employee who has completed thirteen (13) weeks of service, who make application for leave at least one (1) month in advance or in exceptional circumstances 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 nineteen (19) 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 (5) 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 plan(s).
- (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.
- (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. 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 twenty-one (21) days' notice of her intention to return to employment.
- (i) The Employer will top up the salary of Employees who give birth to a child. The Employer will top up Employment Insurance (EI) payments to a

maximum of ninety percent (90%) (net) of the Employee's salary for a period of eighteen (18) weeks, provided the Employee received EI benefits for this period. Employees who do not return to work for a period equal to the number of weeks paid, will be required to reimburse the Employer the amount of the top up received.

16.9 Parental Leave

An Employee who has completed thirteen (13) weeks of service with the Employer may request, at least three (3) months in advance of the leave, unpaid parental leave. Prior to returning to work, the Employee must give at least twenty-one (21) days' notice of her intention to return to employment.

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

16.10 Adoption Leave

An Employee who has completed thirteen (13) 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. Prior to returning to work, the Employee must give at least twenty-one (21) days' notice of her intention to return to employment.

16.11 Compassionate Care Leave

An Employee shall notify the Employer of his intent to access Compassionate Care Family Benefits through Employment Insurance as soon as possible. The Employee shall be granted an unpaid leave as per *The Saskatchewan Employment Act*. During the leave, the Employee will continue to accumulate all benefits and seniority under this collective agreement. If the Employee chooses to make contribution for the period of leave, to the pension or benefits plan(s), the Employer will pay the Employer's contribution for the same period. On return from leave, the Employee will be placed in their former position.

The Employee may request an extension to the leave in writing and approval of an extension shall not be unreasonably denied. During an extended leave, the Employee shall continue to accrue all benefits and seniority under this collective agreement.

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 as 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 for a period of four (4) months. Requests for periods beyond four (4) months shall be at the discretion of the Employer.

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 16.4. 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.

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 Saskatchewan Employment Act* and *Regulations*.

A joint Employer / Employee Occupational Health and Safety Committee shall be established in accordance with *The Act*, and continue for the duration of this Collective Agreement. The Committee shall consist of four (4) members: two (2) appointed by the Employer and two (2) appointed by the Union.

ARTICLE 18 HARASSMENT

18.1 Anti-Harassment Policy Statement

- a) Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act*. It is the Employer's responsibility to provide a workplace free from harassment.
- b) Employees have a right to be treated fairly and with respect and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behavior that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act*.

- c) If an employee files a complaint, either verbal or in writing, the employee has the right to Union representation.

ARTICLE 19 WORKERS' COMPENSATION

- 19.1** 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 Workers' Compensation Act*, the Employee will receive payment directly from the Workers' Compensation Board for the entire period of absence.
- 19.2** 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.
- 19.3** The provisions of Article 15.5 will apply to Employees who are absent on Workers' Compensation for an extended period of time.
- 19.4** From and including the day of injury, until not more than two (2) years, the Employee will accrue seniority; however, the Employee will not earn vacation or sick leave credits.
- 19.5** An Employee who received Workers' Compensation benefits during the year 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.
- 19.6** Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plan(s) for a maximum of one (1) year from the date of injury, provided the Employee pays the Employee portion of the premiums.
- 19.7** From the date of injury to not more than two (2) years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first (1st), the employee shall receive her normal earnings and any benefit payable from Workers' Compensation shall be paid directly to the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefits payable from Worker's Compensation will be charged against the employee's available sick leave credits.
- Total compensation received by an employee shall not exceed normal earnings. Part-time and term employees' normal earnings shall be the average of her last four (4) pay periods. Proof of disability will be required before such payments are made.

After two (2) years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first (1st), the employee shall receive payments directly from the Workers' Compensation Board only.

ARTICLE 20 CLASSIFICATION

20.1 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 specifications plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the knowledge, skills, abilities, and experience required for each job.
- (c) All jobs shall be allocated to one (1) of the classifications set forth in the attached Appendix A. Each Employee will be given a job description upon commencement of employment.

20.2 Manual of Job Descriptions

A current manual of classification specifications shall be available at the request of an Employee, during regular office hours. Effective sixty (60) days after the date of signing this Agreement, the Employer shall provide a current copy of all classification specifications to the Union.

20.3 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 thirty (30) calendar days, the Employer will implement the new classification and the 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.

20.4 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 12, 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.

20.5 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 sixty (60) calendar days.
- (d) The Employee may file an appeal with the Employer no later than thirty (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 21.4.
- (f) When a position is reclassified in (c), (d), or (e) above, the Employer will post the position in accordance with Article 8.3.

20.6 Reduction in Pay

In the event the Union and the Employer negotiate a **wage rate** downward, the incumbent will have his rate of pay red-circled **and** will not be given wage increases until the rate of pay for the **position** is equal to the red-circled salary. All newly hired or appointed Employees **in that position** will be paid in accordance with the new wage schedule.

ARTICLE 21 TECHNOLOGICAL CHANGE

Technological change will be in accordance with the provisions of *The Saskatchewan Employment Act* and *Regulations*.

ARTICLE 22 TERMS OF AGREEMENT

22.1 Duration

This Agreement will become effective January 1, **2023**, and shall continue in effect until December 31, **2025**, and automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

22.2 Agreement to Continue in Force

Where written notice has been given pursuant to Article 23.1, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

22.3 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.

22.4 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.

22.5 Production of Agreement

The Union will assume responsibility for production of the Agreement and agrees to provide the Employer with fifteen (15) copies.

Effective January 1, 2023 – Adjust wage rates by 3%.

Effective January 1, 2024 - Adjust wage rates by 3%.

Effective January 1, 2025 - Adjust wage rates by 1.67%. All rates (with the exception of the Summer Seasonal) to be adjusted by \$0.25 per hour following the application of the general 1.67% increase.

Appendix “A”

| 3% | | | | |
|------------------------------------|---------|---------|---------|---------|
| 1-Jan-23 | 1 | 2 | 3 | 4 |
| Administrative Assistant | \$22.43 | \$23.21 | \$24.03 | \$24.87 |
| Tenant Services Coordinator | \$21.79 | \$22.57 | \$23.35 | \$24.16 |
| Custodian | \$17.32 | \$17.92 | \$18.54 | \$19.19 |
| Maintenance Tech | \$20.06 | \$20.76 | \$21.48 | \$22.23 |
| Sr. Maintenance Tech | \$24.70 | \$25.54 | \$26.42 | \$27.34 |

| 3% | | | | |
|------------------------------------|---------|---------|---------|---------|
| 1-Jan-24 | 1 | 2 | 3 | 4 |
| Administrative Assistant | \$23.11 | \$23.90 | \$24.75 | \$25.62 |
| Tenant Services Coordinator | \$22.45 | \$23.24 | \$24.05 | \$24.89 |
| Custodian | \$17.84 | \$18.46 | \$19.10 | \$19.76 |
| Maintenance Tech | \$20.67 | \$21.39 | \$22.12 | \$22.89 |
| Sr. Maintenance Tech | \$25.44 | \$26.31 | \$27.21 | \$28.16 |
| Summer Seasonal | \$17.00 | | | |

| | | | | |
|------------------------------------|----------------|----------------|----------------|----------------|
| 1.67% | | | | |
| 1-Jan-25 | 1 | 2 | 3 | 4 |
| Administrative Assistant | \$23.74 | \$24.55 | \$25.41 | \$26.30 |
| Tenant Services Coordinator | \$23.07 | \$23.88 | \$24.70 | \$25.55 |
| Custodian | \$18.39 | \$19.02 | \$19.67 | \$20.34 |
| Maintenance Tech | \$21.26 | \$21.99 | \$22.74 | \$23.53 |
| Sr. Maintenance Tech | \$26.12 | \$27.00 | \$27.92 | \$28.88 |
| Summer Seasonal | \$17.28 | | | |

RETROACTIVITY: Subject to ratification of the settlement by the Union, retroactive wage increases will be provided back to the applicable date of each year's increase on all regular hours worked or paid, but only to employees on staff on the date of ratification.

LETTER OF UNDERSTANDING #1

Between
THE MELFORT HOUSING AUTHORITY
And
SGEU LOCAL #2211

RE: Employee Benefits Plan

Employees shall be included in the Saskatchewan Housing Authorities Group Benefits Plan.

Contribution to premiums shall be as established in the Benefits Plan. At least ninety (90) days' notice shall be provided of any benefit or contribution changes.

Pension:

Employees shall be entitled to participate in the pension plan adopted by the Employer. Effective January 1, 2020 the Employer and Employee will each contribute eight point percent (8.6%) of salary to pension.

Effective January 1, 2025, the contribution rate for the Employer and the Employees will increase by 0.4% (from 8.6% to 9.0%)

The parties hereto have affixed their signatures on this 9th day of April 2025.

SIGNED ON BEHALF OF
MELFORT HOUSING AUTHORITY

Original signed by:

Nancy Duns, Manager,
Melfort Housing Authority

Original signed by:

Heidi Brignall, Vice Chairperson
Melfort Housing Authority

SIGNED ON BEHALF OF
SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION

Original signed by:

Calvin Reiner, Chair, Bargaining
Committee

Original signed by:

Wanda Armstrong, Bargaining
Committee Member

Original signed by:

Kevin Glass, Labour Relations Officer,
SGEU

The parties hereto have affixed their signatures on this 9th day of April 2025.

SIGNED ON BEHALF OF
MELFORT HOUSING AUTHORITY

Original signed by:

Nancy Duns, Manager
Melfort Housing Authority

Original signed by:

Heidi Brignall, Vice Chairperson
Melfort Housing Authority

SIGNED ON BEHALF OF
SASKATCHEWAN GOVERNMENT
AND GENERAL EMPLOYEES' UNION

Original signed by:

Calvin Reiner, Chair, Bargaining
Committee

Original signed by:

Wanda Armstrong, Bargaining
Committee Member

Original signed by:

Kevin Glass, Labour Relations Officer,
SGEU