GOOD SPIRIT HOUSING AUTHORITY

January 1, 2018 to December 31, 2024

COLLECTIVE AGREEMENT

Saskatchewan Government and General Employees' Union

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GOOD SPIRIT HOUSING AUTHORITY

AND

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 2355

JANUARY 1, 2018 TO DECEMBER 31, 2024

ARTICLE 1	DEFINITIONS	2
ARTICLE 2	SCOPE	3
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	UNION SECURITY	
4.1	Employer Recognition of the Union	
4.2	Union Business	
4.3	No Discrimination	
4.4	Harassment	
4.5	Union Membership	
4.6	Check-Off	
4.7	Income Tax (T-4) Slips	
4.8	New Employees	
4.9	No Individual Agreements	
4.10	Bulletin Boards	
4.11	No Strike/No Lock Out/No Reprisals From Work Stoppages	
4.12	Continuous Improvement Committee	7
ARTICLE 5	PROGRESSIVE DISCIPLINE	8
5.1	Preamble	8
5.2	Principles of Progressive Discipline	8
5.3	Constructive Counselling and Coaching	
5.4	Records of an Employee	
5.5	Notice of Resignation	9
5.6	Notice of Dismissal or Demotion	0
ARTICLE 6	GRIEVANCE PROCEDURE	0
6.1	Definition of a Grievance	0
6.2	Disclosure of All Information	0
6.3	Union Grievance/Group Grievance	0
6.4	Shop Stewards	0
6.5	Grievance Procedure – Union/Employee Grievance	1
6.6	Time Limits1	
6.7	Employee Expenses	2
ARTICLE 7	ARBITRATION14	13
ARTICLE 8	SENIORITY	4
8.1	Definition	
8.2	Seniority List	
8.3	Maintenance and Accrual	4
8.4	Maintenance of Seniority	
8.5	Loss of Seniority	

ARTICLE 9	JOB POSTINGS	
9.1	Position Designations	
9.2	Job Postings	
9.3	Information in Posting	
9.4	Temporary Positions	
9.5	Qualifying for Positions	
9.6	Selection Process	
9.7	Reversion From Temporary Appointment	
9.8	Temporary Out-of-Scope Appointment	
9.9	Permanent Out-of-Scope Appointment	
9.10	Secondment	
ARTICLE 10	PROBATION	
10.1	Probation on Initial Hiring	18
10.2	Movement in a New Position	19
10.3	On Re-employment	
10.4	On Demotion	
10.5	Completion of Probation	19
ARTICLE 10	LAY-OFF AND RE-EMPLOYMENT	19
11.1	Lay-off in Reverse Order of Seniority	19
11.2	Employer to Inform Union	
11.3	Notice of Lay-off	20
11.4	Temporary Employees Laid-off First if in Same Classification	
11.5	Options for Permanent Full-time and Permanent Part-time Employees	
	who have Received Notice of Lay-off	
11.6	Notice to Exercise Displacement Rights	
11.7	Acceptance of an Offer of a Position	
11.8	Displacement Order	
11.9	Employees Not Offered a Position	
11.10	Rights of Employees who are Displaced	
11.11	Time to Adjust in New Position	
11.12	Re-Employment List	
11.13	Severance Pay	23
ARTICLE 12	HOURS OF WORK	23
12.1	Rest Periods	23
12.2	Hours of Work	23
12.3	Standby (Maintenance Staff)	24
12.4	Overtime	
12.5	Seasonal Employees	24
12.6	Variation of Hours of Work	
12.7	Employee Time Records	24
ARTICLE 13	PAY ADMINISTRATION	25
13.1	Equal Pay for Equal Work	
13.2	Pay Calculation	

13.3	Rates of Pay	
13.4	Pay Periods	
13.5	Increments	
13.6	In-Hiring Rates of Pay	
13.7	Pay on Movement to a New Position	
13.8	Professional Fees	
13.9	Vehicles for Employer Business	
ARTICLE 14	TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)	28
ARTICLE 15	VACATION LEAVE AND DESIGNATED HOLIDAYS	29
15.1	Designated Holidays	
15.2	Designated Holiday Falling on a Day of Rest	
15.3	Vacation Leave	
15.4	Vacation Authorization	31
15.5	Vacation Carry Over	
15.6	Designated Holiday During Vacation Leave	31
15.7	Sick Leave During Vacation	31
15.8	Vacation Pay on Separation	31
15.9	Cancelling of Approved Vacation Leave	
15.10	Vacation Leave Records	32
15.11	Vacation Pay on Supplementary Earnings	32
15.12	Temporary, Seasonal and Casual Employees' Vacation Pay	32
ARTICLE 16	SICK LEAVE	
16.1	Definition of Sick Leave	32
		32
16.1	Definition of Sick Leave	32 33
16.1 16.2	Definition of Sick Leave Accumulation of Sick Leave	32 33 33
16.1 16.2 16.3	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness	32 33 33 33
16.1 16.2 16.3 16.4	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness	32 33 33 33 34 34
16.1 16.2 16.3 16.4 16.5	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information	32 33 33 33 34 34
16.1 16.2 16.3 16.4 16.5 16.6	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness	32 33 33 33 34 34 35
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation	32 33 33 33 34 34 35
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave	32 33 33 34 34 35 35 35 35
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE	32 33 33 34 34 35 35 35 35
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave Pressing Necessity Family Leave	32 33 33 34 34 34 35 35 35 36 36 36
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave. Pressing Necessity	32 33 33 34 34 34 35 35 35 36 36 36
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave Pressing Necessity Family Leave Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave	32 33 33 34 34 34 35 35 35 35 36 36 37 37
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3 17.4	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate. Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave. Pressing Necessity. Family Leave Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave Leave for Union Office	32 33 33 34 34 34 35 35 35 35 36 37 37 37
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3 17.4 17.5 17.6 17.7	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave Pressing Necessity Family Leave Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave Leave for Union Office Leave for Shelter or Rehabilitation	32 33 33 34 34 35 35 35 35 36 37 37 37 37 37
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave Pressing Necessity Family Leave Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave Leave for Union Office Leave for Shelter or Rehabilitation Maternity Leave	32 33 33 34 34 34 35 35 35 35 36 37 37 37 37 37
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3 17.4 17.5 17.6 17.7	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave Pressing Necessity Family Leave Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave Leave for Union Office Leave for Shelter or Rehabilitation	32 33 33 34 34 34 35 35 35 35 36 37 37 37 37 37
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9 17.10	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave Pressing Necessity Family Leave Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave Leave for Union Office Leave for Shelter or Rehabilitation Maternity Leave Parental Leave Adoption Leave	32 33 33 34 34 35 35 35 35 35 36 37 37 37 37 37 39 39 39
16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 ARTICLE 17 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9	Definition of Sick Leave Accumulation of Sick Leave Notification of Illness Medical Certificate Employer to Provide Information Unpaid Leave for Prolonged Illness Accommodation Sick Leave Records LEAVES OF ABSENCE Bereavement Leave. Pressing Necessity. Family Leave. Use of Sick Leave Credits for Pressing Necessity/Family Leave Unpaid Leave Leave for Union Office Leave for Shelter or Rehabilitation Maternity Leave. Parental Leave	32 33 33 34 34 35 35 35 35 35 36 37 37 37 37 37 39 39 39

17.14 Education Leave	
17.15 Benefits Earned While on Leave Without Pay	40
ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY	40
ARTICLE 19 WORKERS' COMPENSATION	41
ARTICLE 20 CLASSIFICATION PLAN	41
20.1 Employer to Establish a Classification Plan	
20.2 Manual of Class Specifications	
20.3 New Classes of Positions	
20.4 Resolution of Disputes	
20.5 Changes to Existing Classifications/Positions	
20.6 Downward Classification	
ARTICLE 21 TECHNOLOGICAL CHANGE	43
ARTICLE 22 TERMS OF AGREEMENT	43
22.1 Duration	43
22.2 Agreement to Continue in Force	43
22.3 Changes in Agreement	43
22.4 Changes to Agreement	
22.5 Production of Agreement	
22.6 Wage Increases	
Addendum for Information Purposes	46
APPENDIX "A"	
Letter of Understanding #1 - Seasonal Employees	
SIGNING PAGE	

ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT made in duplicate this day of , 2023.

between

Good Spirit Housing Authority hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

PURPOSE

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

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

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

ARTICLE 1 DEFINITIONS

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

- 1.1 Bargaining Unit means the unionized employees of the Saskatchewan Government and General Employees' Union who are employed by the Employer.
- 1.2 The Board means the Board of Directors of the **Good Spirit** Housing Authority.
- 1.3 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.
- 1.4 Demotion means the movement of an employee to a position bearing a lower hourly rate of pay.
- 1.5 Employee or Employees means a person to which the terms of this Agreement apply as described in Article 2 of this Agreement.
- 1.6 Employer means the **Good Spirit** Housing Authority.
- 1.7 Gender **they, their, themselves** includes reference to **a person or** persons **whenever the language or context requires** of the opposite gender whenever the facts or context so require.
- 1.8 Manager means the Manager of the **Good Spirit** Housing Authority or the person designated to act in **their** place.
- 1.9 The Parties means the parties to this Agreement, i.e., the Employer and the Union.
- 1.10 Pay Plan means the scale of wages as contained in the attached Appendix "A" and the rules governing its application, as per Article **13**.
- 1.11 Permanent Full-time employee means an employee who has successfully completed initial probation, and works full-time in a position, continuing in nature, on a regularly scheduled basis.
- 1.12 Permanent Part-time employee means an employee who has successfully completed initial probation, and consistently works less than full-time hours either, daily, weekly or monthly, but works on a regularly scheduled continuous basis.

- 1.13 Promotion means the movement of an employee from a position to a position bearing a higher hourly rate of pay.
- 1.14 Seasonal Employee means an employee employed in accordance with Letter of Understanding # 1.
- 1.15 Casual employee means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- 1.16 Temporary employee means an employee hired to work full-time or parttime, with a specified period of time.
- 1.17 Union means the Saskatchewan Government and General Employees' Union representing the employees of the **Good Spirit** Housing Authority.
- 1.18 Knowledge, Skills, and Abilities (KSA's) means the knowledge, skills and abilities required to perform the duties and responsibilities for a specific job classification.

ARTICLE 2 SCOPE

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

General Manager, Capital Assets Manager, Operations Manager, Tenant Relations Manager, Executive Assistant, and supervisory employees within the definition of The Saskatchewan Employment Act.

ARTICLE 3 MANAGEMENT RIGHTS

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

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; 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

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.

a) 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

The Employer agrees to grant a leave of absence with pay to employees to attend Union conventions, meetings, conferences and learning opportunities provided that such leave does not unreasonably interfere with operation of the employer and that it shall not be unreasonably withheld.

a) The Union agrees to provide the Employer with a written request for Union leave at least 10 days in advance. Where the Union does not know of the need for union leave 10 days in advance in unforeseen circumstances, verbal or written request may be granted with forty-eight hours' notice. Prior to the employee taking union leave, a formal, written union leave request form will be submitted.

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

- c) The maximum number of employees that could be granted union leave at the same time is limited to two (2) employees.
- d) The Union agrees to reimburse the employer for all wages and benefits paid under this Article.

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 Harassment

The Union and the Employer have a shared interest in:

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

4.5 Union Membership

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

4.6 Check-Off

All employees are required to keep the Employer informed of personal changes via email pertinent to their employment, such as changes in address, phone numbers, dependents, marital status, and name.

a) When requested in writing by the employee and accompanied by signed authorization cards, the Employer agrees to deduct on behalf of the Union, all initiation fees, monthly dues, assessments, and levies, from and on behalf of all employees who are members of the Union.

- b) The Employer shall remit such deductions to the union within fourteen (14) days after the conclusion of each pay period. The Employer shall provide, with the due's submission, a list of names, classification and addresses of those who incurred the deductions.
- c) 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.
- d) The Employer shall provide the information electronically.
- e) The Union shall provide the electronic template.

4.7 Income Tax (T-4) Slips

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

4.8 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 **Saskatchewan Employment Act.** A representative of the union shall be present, and shall have paid time up to 30 minutes, during regular hours, to acquaint new members with the benefits and duties of union membership.

4.9 No Individual Agreements

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

4.10 Bulletin Boards

The Employer shall make available to the Union a bulletin board in the **Good Spirit** Housing Authority Maintenance Office, so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

4.11 No Strike/No Lock Out/No Reprisals From Work Stoppages

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

4.12 Continuous Improvement Committee

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

normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.

ARTICLE 5 PROGRESSIVE DISCIPLINE

5.1 **Preamble**

- a) Where applicable, the Employer will make reasonable effort to endeavour to resolve problems with respect to employee performance and 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 serious misconduct, the practice of progressive discipline will take place.
- d) No employee shall be dismissed or disciplined without just cause, except in the case of employees who are on initial probation.
- e) Where the Employer intends to discipline an employee, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative or paid staff representative of the Union present at the interview.

5.2 **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 shall, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a union representative present.

5.4 **Records of an Employee**

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

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

- c) Two years following an event involving discipline, the written documentation regarding the specific incident that led to the discipline will no longer be referenced if no further problems were noted, unless it involved serious misconduct. It is agreed that employee performance evaluations including probationary reviews are not considered disciplinary documents.
- An employee may make written request to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.

5.5 Notice of Resignation

A permanent employee shall be expected to file written notice with the Employer of **their** intention to resign from the service at least 30 days prior to the date which **they** intend 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 **their** intention to resign from the service at least seven days prior to the date upon which **they** intend to leave.

5.6 Notice of Dismissal or Demotion

Employees who are dismissed for **just cause** will not receive notice or payment in lieu of notice.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 **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.

6.2 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.

6.3 Union Grievance/Group Grievance

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

6.4 Shop Stewards

- a) Recognition The employer recognizes the steward(s) as designated representatives, elected by the Union. The Union will notify the Employer, in writing, of the name of each steward, on an annual basis, or when a vacancy is filled in term.
- b) Meeting with the Employee Any employee who feels they have been aggrieved may request permission from their supervisor to leave work temporarily, in order to discuss the complaint with a Union representative within the facility. Neither the employee nor the Union representative shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made with the Manager or designate.

c) Meeting with the Employer – The Employer agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay. Any member of the paid staff of the Union may attend a grievance meeting.

6.5 **Grievance Procedure – Union/Employee Grievance**

1) **Problem Resolution (Informal Process)**

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 a shop steward at the meeting.

The supervisor shall provide the decision verbally within seven (7) calendar days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).

At any stage during the grievance process the time limits may be extended by mutual agreement between the parties.

The grievor(s) and the Steward shall receive leave with pay to attend all grievance meetings with the Employer.

It is agreed that an SGEU Labour Relations Officer may assist at any step of the grievance procedure.

- a) Step 1 Filing a Grievance (Formal Process)
 - i) A grievance shall be submitted in writing by the Steward or SGEU Labour Relations Officer to the immediate supervisor on behalf of the aggrieved party within fifteen (15) calendar days of failure of resolution during the informal process.
 - The Employer shall render a decision in writing to the SGEU Labour Relations Officer within fifteen (15) calendar days of receipt of the grievance.

- b) Step 2 Meeting with the General Manager
 - i) Upon receipt of the written decision from Step 1, should no resolve be obtained, the SGEU Labour Relations Officer or Steward within fifteen (15) calendar days may request a meeting with the General Manager. Request must be received by email within the fifteen (15) calendar day period.
 - ii) The meeting shall be scheduled within 15 calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be arranged.
 - iii) The meeting will include the grievor, Steward if available, the SGEU Labour Relations Officer and the General Manager or designate.
 - iv) The meeting will occur during work hours. Neither the grievor, nor the Steward, shall suffer loss of pay for time spent at the meeting.
 - v) The meeting will attempt to ascertain the facts and negotiate a resolution.
 - vi) If a settlement is not reached at the Step 2 meeting, the General Manager or designate shall render a decision in writing within fifteen (15) calendar days of the meeting.

6.6 Time Limits

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, unless the Employer has agreed in writing to extend the applicable time limits.

6.7 Employee Expenses

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

a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.

- b) If called by the Union, leave without loss of pay and expenses paid by the Union.
- c) If called by the Arbitrator, the parties shall share equally the costs.

ARTICLE 7 ARBITRATION

Failing satisfactory settlement of the grievance in Article 6, the matter may be referred to arbitration within fifteen (15) calendar days of the written Step 2 decision as follows:

- a) An Arbitrator will be selected by mutual agreement within fifteen (15) calendar days of the referral by the parties to the arbitration process. If agreement cannot be reached between the parties, then either party can apply to the Minister responsible for The Saskatchewan Employment Act to have an Arbitrator appointed.
- b) Once appointed, the Arbitrator, after consultation with the parties to the grievance, shall set a time and place for a hearing on the matter. The Arbitrator shall determine the procedure but shall give full opportunity to the parties to present evidence and make representations.
- c) The Arbitrator shall render a final and binding decision, where possible, within thirty (30) calendar days of the end of the hearings.
- d) 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 interpret the provisions of this agreement.
- e) Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.
- f) The fees and expenses of the Arbitrator and any other common expenses shall be shared equally by both parties.
- g) The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed upon in writing or via e-mail.

ARTICLE 8 SENIORITY

8.1 **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

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

Where applicable, a permanent employee's start date shall be adjusted in accordance with Article **8**.4.

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

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

8.2 Seniority List

- The Employer shall prepare and post the seniority roster by February 1st of each year. Such list will include the seniority of each employee up to December 31st. A copy of the roster shall also be provided each year to the Union.
- b) Employees will be allowed to challenge the accuracy of their seniority during a two week period commencing February 1st. All challenges are to be directed to the Manager or designate for an assessment and the employee must provide satisfactory proof of error. Where satisfactory proof of error is provided, the error will be corrected.

8.3 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 months

- c) Maternity leave
- d) Adoption leave
- e) Paternity leave
- f) Lay-off up to and including three months
- g) Prolonged or unpaid medical leave up to two years
- h) Workers Compensation leave up to two years
- i) Compassionate Leave.

8.4 Maintenance of Seniority

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

- a) Periods of unpaid leaves of absence over six months
- b) Periods on the re-employment list due to a return from prolonged illness up to 3 years
- c) Appointment to an out-of-scope position subject to Article 9.8
- d) Lay-off over three months to a maximum of 24 months

8.5 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 24 consecutive months
- c) Voluntarily terminates
- d) Fails to comply with the re-employment provisions of return from lay-off (Article **11**.12 h)) within five days of the Employer issuing notice of re-employment by registered mail
- e) Abandons their job
- f) Out-of-scope promotion subject to Article **9**.8
- g) After 3 years on the re-employment list due to return from prolonged illness.

ARTICLE 9 JOB POSTINGS

9.1 **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, or
- d) seasonal, or
- e) casual

9.2 Job Postings

- a) When a new position is created, or a vacancy for a permanent position occurs the Employer shall post notice of the position internally for seven working days, unless the Employer and the Union agree to a longer or shorter period.
- b) A copy of each posting will be posted in the Good Spirit Housing Authority Office and a copy of each posting sent to the Chairperson of Local #2355 on the date of the posting. The employer will post vacancies on all bulletin boards. A copy of the posting shall be forwarded to every employee on the reemployment list or on a leave of absence, by email, on the date of the posting. When the employer is aware of a vacancy, the union will be advised within 30 days of the position becoming vacant, of any decision to leave the position vacant, to reclassify the position prior to posting or to abolish the position.

9.3 Information in Posting

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

- a) name of position
- b) classification of position/department
- c) brief description of core duties (not an exhaustive list of duties to be performed)
- d) knowledge, skills and abilities, qualifications and experience required
- e) salary range

- f) hours of work
- g) status of position
- h) deadline for applications
- i) expected start date
- j) and any other pertinent information

9.4 **Temporary Positions**

- a) All temporary positions longer than four (4) months shall be posted as per article **9**.2(a) unless otherwise agreed between the parties. The maximum length of a temporary position shall be 24 months, unless otherwise agreed between the parties. Any temporary position that becomes a permanent position shall be posted and filled as per Article **9**.2.
- b) Upon conclusion of a temporary appointment, the incumbent shall return to **their** permanent position, or where the temporary employee did not have a permanent position, **they** shall be terminated.

9.5 Qualifying for Positions

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

9.6 Selection Process

- a) The Employer shall notify the Union of the names and seniority of applicants for the position, two (2) working days prior to the interviews.
- b) The Employer will appoint the senior qualified applicant based on the employer determined KSA's as per Article **9**.5.
- c) The employer will advise the Union in the event the employer holds interviews for a vacant in-scope position, which includes an internal applicant. Where the senior in-scope candidate is not successful, the employer will provide written rationale to the candidate and the Union.
- d) Except for employees on initial probation, any other employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to this Article must be filed within five working days from the notification of selection. The

grievance will be heard at Step 1 within 48 hours from the date the grievance was filed.

9.7 **Reversion From Temporary Appointment**

Subject to Article **9**.4, a permanent employee appointed to a temporary position shall at the conclusion of the temporary appointment return to **their** permanent position. Such employee shall be entitled to any increments or benefits had **they** remained in the permanent position.

9.8 Temporary Out-of-Scope Appointment

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

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

9.9 Permanent Out-of-Scope Appointment

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

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

9.10 Secondment

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

ARTICLE 10 PROBATION

10.1 **Probation on Initial Hiring**

- a) Newly hired employees shall serve an initial probationary period of **six (6) months** from the date the employee commences employment.
- b) During the period of probation an employee will not accumulate seniority. Upon satisfactory completion of the probationary period the employee will be awarded seniority back to the date of employment.
- c) By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended beyond the established probation period.

d) Where the Employer does not dismiss the Employee before the end of the probationary period the Employee shall be deemed to become a permanent employee in that position and classification.

10.2 Movement in a New Position

- a) An employee who has served an initial probationary period shall have a subsequent probationary period of **120 working days**, when assuming a new position within the Authority subject to Article **10**.1 c).
- b) At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing, in which case the employee shall revert to **their** most recently held position without loss of any benefits that may have been earned had **they** not assumed a new position, or by mutual agreement, **they** may revert to a similar position at the same step in the salary range, subject to any increments **they** would have earned had **they** not assumed the new position.

10.3 On Re-employment

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

10.4 **On Demotion**

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

10.5 **Completion of Probation**

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

ARTICLE 11 LAY-OFF AND RE-EMPLOYMENT

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

11.1 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.

11.2 Employer to Inform Union

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

11.3 Notice of Lay-off

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

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

11.4 Temporary Employees Laid-off First if in Same Classification

Temporary employees will be terminated before a Permanent employee in the same classification. Temporary employees will receive notice in accordance with Article **11**.3, but will not have displacement rights.

11.5 **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 employees affected shall have the right to:

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

11.6 Notice to Exercise Displacement Rights

a) An employee who intends to exercise displacement rights shall indicate **their** intention in writing to the Employer by email, courier or fax within three working days of receipt of the notice of lay-off.

- b) If no response is received within this period, the employee shall be deemed to have declined the option to displace, and must choose one of the other options in Article **11**.5.
- c) Upon receipt of notice of the employee's intention to displace, the Employer will, within three working days, present the employee with an offer of a position to displace into, providing there is such a position.

11.7 Acceptance of an Offer of a Position

- a) An employee will have three working days to consider the offer of a position. The three day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three day period, it will be deemed the employee has declined the offer. The employee within two working days must elect one of the other options in Article **11**.5. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- b) If an employee does not accept an offer of a position in the displacement order, the employee will be deemed to have declined the option to displace and within two working days must elect one of the other options as stated in Article **11**.5.

11.8 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 **9**.5, for the positions. In all cases the employee with the least seniority will be displaced.

11.9 Employees Not Offered a Position

If the employee is not offered a position after having proceeded through all stages of displacement, the employee within two working days must choose another option as stated in Article **11**.5.

11.10 **Rights of Employees who are Displaced**

The options in Article **11**.5 shall be available to employee(s) who have been displaced.

11.11 **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 **10**.3. In the event **they do** not successfully complete the probationary period or if **they** so choose, **they** will be placed on the re-employment list or within two working days may choose one of the other options as stated in Article **11**.5. In any case the employee will not have another displacement option.

11.12 **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 **they** wish to be considered for in upcoming competitions.
- b) Employee's names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- c) An employee who does not accept a position offered will be removed from the re-employment list and will be deemed to have resigned from the Employer. Where an employee can display an extenuating circumstance as a reason to refuse an offer of position, the employer and the union shall negotiate an alternative to resignation.
- d) No new employees shall be hired when qualified employees are still on the re-employment list.
- e) An employee who has been laid off shall have **their** name kept on the re-employment list for an unbroken period not to exceed two years. If not re-employed within 24 months, the employee shall lose seniority and be terminated.
- f) Subject to Article **11**.15, at any time during the 24 month period the employee may elect to resign and collect severance pay.
- g) Employees shall keep the Employer notified of any change in address or phone number during the lay-off period or while their name remains on a re-employment list.

h) An employee who fails to reply within **ten (10)** working days to an offer of re-employment, sent by registered mail, to the employee's residence shall lose seniority and be terminated.

11.13 Severance Pay

In the event an employee is laid off and elects to resign in accordance with Article **11**.5(d), or the employee has elected to resign while on the re-employment list, **they** shall receive severance pay on the basis of one week's pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay during the highest earning period. Eligible years for the purpose of severance pay will include all continuous employment with the Employer.

ARTICLE 12 HOURS OF WORK

12.1 **Rest Periods**

Employees shall be entitled to a morning and afternoon rest period of 15 minutes each. Employees who work less than full-time hours shall be entitled to a 15 minute rest break for each continuous period of $3\frac{1}{2}$ hours.

12.2 Hours of Work

- a) Maintenance employees shall work 40 hours/week Monday to Friday with regularly scheduled hours between 8:00 a.m. to **4:30** p.m. with a **half hour** unpaid lunch break;
- b) Office employees shall work 37.5 hours/week Monday to Friday with regularly scheduled hours between 8:30 a.m. to 4:30 p.m. with a half hour unpaid lunch break;
- c) Full-time employees who are called back to work the same day after completed the regular work schedule, shall be paid overtime or given time in lieu for hours worked at the rate of one and onehalf times (1½) times the regular rate of pay with a minimum of three (3) hours pay guaranteed at overtime rates.
- d) At the request of the employee, management shall grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment of overtime worked. (Subject to **12**.4 b)
- e) Full-time employees who are required to report to an area of Employer(s) premises to perform work on their regular scheduled day off or on designated holidays shall be paid overtime or given time in lieu at the rate of one and one half (1 ½) times their regular rate for all hours so worked with a minimum of three hours pay guaranteed at overtime rates. (Subject to **12**.4 b)

12.3 Standby (Maintenance Staff)

Standby assignment shall mean a period during which the employee is not on regular duty, **and is available to respond to return to duty**.

Employees will be paid a standby premium based on the following:

- a) **4:30 p.m. to 10:00 p.m.** Monday to Friday **\$1.50** per hour **in** addition to their regular rate of pay.
- b) 8:00 a.m. to 10:00 p.m. Saturday, Sunday or Designated Holidays will be paid \$2.00 per hour in addition to their regular rate of pay.
- c) 10:00 p.m. to 8:00 a.m. Monday to Sunday will be paid \$2.00 per hour in addition to their regular rate of pay.
- d) For each statutory holiday that a maintenance staff is required to be on call they will be allowed the equal time off (one day) at a mutually agreeable time.

12.4 **Overtime**

- a) Employees shall receive time and one-half times regular hourly rate of pay for all authorized hours worked outside their regular hours.
- b) At the request of the employee, management shall grant time off at the appropriate premium rate, to a maximum of 40 hours time in lieu per fiscal year, to be taken at a mutually acceptable time in lieu of payment for overtime worked. Employees may also request pay out of accumulated time in lieu of overtime. Accumulated time in lieu must be taken by the end of the fiscal year or paid out.

12.5 Seasonal Employees

a) Employees hired as seasonal will work the appropriate hours as described in Article **12**.2 a) and **12**.3 a). Overtime shall be paid in accordance with Article **12**.4 a).

12.6 Variation of Hours of Work

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

12.7 Employee Time Records

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

ARTICLE 13 PAY ADMINISTRATION

13.1 Equal Pay for Equal Work

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

13.2 Pay Calculation

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

- a) All employees shall be paid the hours worked times the hourly rate as contained in Appendix "A."
- b) In no event shall the number of hours included as actual hours worked, taken as sick leave or taken as vacation, exceed a maximum of eight hours per day. (As per **12**.2 a), **12**.2 b)
- c) In the event an employee has actually worked a part-day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight hours per day. (As per 12.2 a), 12.2 b)
- d) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- e) Leave without pay shall not be included as hours actually worked.
- f) Employees working less than full-time shall have their pay and benefits pro-rated.

13.3Rates of Pay

The Employer reserves the right to pay employees above the rates of pay contained in Appendix if it is required, in cases where positions cannot be filled at the rates in the Collective Bargaining Agreement, and with agreement from the Union.

13.4Pay Periods

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

13.5 Increments

- A permanent employee's anniversary date shall be the date on a) which the employee commenced work in their current position with the Employer. Employees shall receive annual increments effective each anniversary date, until the maximum is reached as defined by the pay scale in Appendix "A," subject to Article 13.5 c), provided the employee worked full-time hours. In the event an employee takes an unpaid leave of absence of greater than 30 days, the employee's anniversary date shall be adjusted proportional to the amount of leave taken. This adjusted anniversary date shall be the employee's anniversary date for all other increments the employee may be entitled to. Where an employee is hired prior to the 15th of the anniversary month, the increment will be paid on the 1st of that month. Where an employee is hired after the 15th of the month, the increase will be paid the 1st of the following month.
- b) Notwithstanding the above, the employer may withhold the increment on the basis of an unsatisfactory performance report. The Employer shall notify the employee in writing of such action prior to the increment date, giving reasons for withholding the increment. If the employee is not served with such notice prior to the increment date, they will be deemed to have earned the increment. An employee may grieve against the withholding of their increment.
- c) An employee returning to work after more than 30 consecutive days leave of absence without pay or lay-off, will be eligible to receive an increment after 12 months of actual service, less credit toward increment that was earned prior to lay-off or prior to and during leave of absence.
- d) The date upon which the employee becomes entitled to the increment will be the employee's anniversary date. Should the leave be due to a work injury covered by the Workers' Compensation Board, or a maternity or paternity leave, there shall be no change in the anniversary date regardless of the length of the absence.
- e) For the purposes of this Article, days paid for sick leave, designated holidays, annual vacation, Workers' Compensation leave, leave with pay and Union leave shall be regarded as time worked.

13.6 In-Hiring Rates of Pay

The Employer may place a newly hired employee at any increment of the salary grid of the employee's classification, **following the completion of the employee's probationary period**.

13.7 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 5% above current salary and not more than the maximum of the new range. The adjusted salary will result in the rate will not be less than 5% above current salary and not more than the maximum of the new range. If the addition of 5% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

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

b) Assuming a Lower Paid Position

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

c) Assuming a Position with the Same Rate of Pay

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

d) Reversion Rights

A permanent employee who fails the probationary period or opts to revert to the previously held position will be placed at the previous rate of pay, including any increments **they** would have earned had **they** not assumed the new position. By mutual agreement, the employee may revert to a similar position.

13.8 **Professional Fees**

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

13.9 Vehicles for Employer Business

- a) When any employee is required to use a personal vehicle in the performance of their work the Employer agrees to pay mileage in accordance with the rates established by the Government of Saskatchewan effective the date of signing of this Agreement. The employer will be subject to a minimum allowance of \$5.00/per round trip for employees who are authorized to use their private vehicle for incidental use.
- b) Tenant Relations and Administrative Coordinator employees required to regularly use their private vehicles will be reimbursed \$130.00/month

ARTICLE 14 TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)

- 14.1 At the discretion of the Employer an employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making appointments.
- 14.2 In the event the employee is assigned **duties belonging** to a higher paid position for three (3) days or more, the employee shall be paid a **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. If the addition of **8%** increase produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.
- 14.3 TPHD assignments will not exceed six months, however, upon mutual agreement a TPHD assignment may be extended.
- 14.4 Notwithstanding Article **14**.3, temporary vacancies of six months or more will be posted in accordance with Article **9**.2. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.

ARTICLE 15 VACATION LEAVE AND DESIGNATED HOLIDAYS

15.1 **Designated Holidays**

Designated holidays shall mean:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Saskatchewan Day

Labour Day

National Day of Truth and Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Plus, one additional day per year, to be taken on a mutually agreed upon day.

15.2 **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 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.**

15.3 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.

- b) Vacation entitlement shall be as follows:
 - Employees shall be granted vacation based upon years of service they will have completed in the fiscal year (January 1 – December 31). Vacation entitlements shall be advanced to employees at the beginning of each fiscal year.
 - ii) Vacation entitlement shall be as follows:

After 12 months accumulated service - 3 weeks' vacation

After 7 years accumulated service – 4 weeks' vacation

After 15 years accumulated service – 5 weeks' vacation

After 20 years accumulated service - 6 weeks' vacation

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

15.4 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 February and September of each vacation year, employees will be asked to submit their requests to take annual vacation to their supervisor. Requests must be submitted no later than March 1st and October 1st of each year, otherwise the employee will not be able to use **their** position on the rotation list and will be granted annual vacation leave after employees who submitted a request in the approved time frame have been granted vacation.
- c) Subject to operational demands, the Employer will attempt to grant vacation as requested. Where conflicts occur the employee whose name is higher on the rotational list will have first choice and the employees' whose names are lower on the list will be expected to adjust their vacation request.
- d) No employee will be required to work during scheduled vacation. However, should an employee agree to work, the vacation period

so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date.

e) An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon by the employee and the Employer. Subject to operational requirements, vacation requests will be granted through mutual agreement between the employee and **their** supervisor.

15.5 Vacation Carry Over

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

15.6 Designated Holiday During Vacation Leave

When any holidays designated in Article **15**.1 falls within an employee's annual vacation, that day shall not be counted as a vacation day.

15.7 Sick Leave During Vacation

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

15.8 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.

15.9 Cancelling of Approved Vacation Leave

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

15.10 Vacation Leave Records

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

15.11 Vacation Pay on Supplementary Earnings

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Article **15**.3.

15.12 Temporary, Seasonal and Casual Employees' Vacation Pay

Temporary, seasonal and casual employees will receive vacation pay on each cheque in accordance with the amount of vacation entitlement outlined in Article **15**.3 and based on the employees' total wages.

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

5.77% - fifteen (15) days

7.69% - twenty (20) days

9.62% - twenty-five (25) days

11.54% - thirty (30) days

ARTICLE 16 SICK LEAVE

16.1 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) 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.

16.2 Accumulation of Sick Leave

- a) Employees shall earn sick leave credits one and one quarter
 (1 ¼) days per month, based on hours eligible for entitlement, to a maximum of 15 days per year, with no cap on accumulation.
 - i) Permanent employees shall earn sick leave credits from the date of employment.
 - ii) Temporary, seasonal and casual employees will not earn sick leave credits until successfully completing their probationary period. Once the probationary period has been served, said employees will be credited with sick leave credits from the date of employment pro-rated on hours worked.
- b) Effective 60 days after the date of signing the Employer will provide permanent employees on staff at the date of signing with a balance of accumulated sick leave credits.

16.3 Notification of Illness

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

16.4 Medical Certificate

a) Subject to Article **16**.1, where an employee is absent due to illness for 3 consecutive days or more, the Employer may request that an employee provide a medical assessment to be completed on a form, mutually agreed between the parties. In the event the

employee is charged for producing the form, the Employer will reimburse the employee providing the Employer requested the assessment.

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

The parties agree that when medical information is necessary for the safe return to work of an employee from leave, the employer may request that an employee provide a medical assessment to be completed on a form, mutually agreed between the parties.

c) The Employer may request a medical assessment earlier if there is evidence of abuse. In these cases, the employee will be advised of the reason for the request in writing.

16.5 Employer to Provide Information

Subject to a written request from an employee, the Employer shall make available to a third party (LTD, WCB, SGI, etc), where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled.

16.6 Unpaid Leave for Prolonged Illness

- a) An employee suffering prolonged illness shall, upon application, be granted leave of absence without pay when all sick leave credits have been expended.
- b) The Employer shall not permanently fill the employee's position for the first 24 calendar months of the employee's leave. In the event the employee is able to return to work during this period, **they** will be returned to **their** home position.
- c) Employees who do not return to work during the leave in **16**.6 b) will be granted a further leave of up to **one (1) year**.
- d) An employee on leave provided in 16.6 c) who is able to return to work shall provide written notice to the Employer to have their name placed on the Re-employment list. Employees on the Reemployment list shall be considered for re-employment in accordance with Article 11.13 b) only.
- e) If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently.

16.7 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, the employee and the Union shall meet to discuss:

- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or
- Where an employee is no longer able to perform the functions of their job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of the Agreement to transfer the employee into a more suitable position.
- c) If accommodation fails the employee will revert to the reemployment list to the extent remaining subject to **16**.6 d).

16.8 Sick Leave Records

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

ARTICLE 17 LEAVES OF ABSENCE

17.1 Bereavement Leave

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

After successful completion of the Employee's probationary period, an Employee may request up to ten (10) days paid leave in the event of the death of a spouse or child of that Employee. In the case of the death of a member of an Employee's immediate family other than the spouse or child, the Employee may request up to three days paid leave.

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

b) Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child may request an additional five (5) days off to be charged to the employee's sick leave credits.

- c) The Employer may, in its absolute discretion, grant bereavement leave, to be charged to the employee's sick leave credits, to an employee for the following:
 - i) the death of someone with whom the employee maintained a close relationship, or
 - ii) within a period of 13 months from the date of death for the purpose of attending a religious or traditional event related to the death of an immediate family member as defined above.

d) Extended Leave

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

17.2 Pressing Necessity

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

17.3 Family Leave

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

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

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

17.5 Unpaid Leave

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

17.6 Leave for Union Office

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

The maximum leave that shall be granted under this clause shall not exceed three (3) years.

17.7 Leave for Shelter or Rehabilitation

When an employee is required to seek shelter from an abusive spouse, or enters a rehabilitation program for drug or alcohol abuse, or battering, the employee may request, upon presentation of suitable verification, to draw on unexpended sick leave credits as per Article **16**, or vacation leave as per Article **15**, or shall be granted a leave of absence without pay.

17.8 Maternity Leave

a) An employee who has completed **13** weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the Employer with a medical certificate certifying that **they are** pregnant and specifying the estimated date of birth shall be granted maternity leave, not to exceed **78 weeks (19 weeks maternity leave plus**

fifty-nine (59) weeks parental leave to equal 78 weeks as per Saskatchewan Employment Act).

- b) The Employer shall not dismiss, lay-off, suspend or otherwise discriminate against an employee solely because **they are** pregnant or has applied for leave in accordance with this Article.
- c) Where an employee is temporarily away from their duties disabled due to pregnancy and is subsequently fit to return to work prior to the estimated date of birth, upon five working days' notice, they shall be allowed to return to their former position from the date specified by their 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 **their** sick leave credits for the period ascertained by **their** physician to be the health-related portion relating to pregnancy. During **their** leave the employee can elect to halt **their** enrolment in the benefit plans for the period of **their** leave or continue to pay into benefit plans. The Employer will pay its usual share of the benefit premiums in the event the employee elects to remain in the plans.
- f) In the event the employee is not medically fit to return to work upon the expiration of their leave, they may apply to access their sick leave credits in accordance with Article 16, Sick Leave.
- g) Reinstatement:
 - i) The Employer shall, at the expiration of maternity leave, reinstate the employee in the position occupied by the employee at the time the leave commenced, or in a comparable position, with no loss of accrued seniority or benefits or reduction in wages.
 - ii) For the purpose of seniority and rights of re-employment, being on maternity leave does not constitute a break in service, and seniority and rights of re-employment continue to accrue while an employee is taking maternity leave, however, should a lay-off occur while an employee is on maternity leave, the employee will be asked and will submit **their** displacement request to the Employer. The employee will assume **their** new position upon **their** return to work.
- h) Prior to returning to work the employee must give at least 21 days' notice of **their** intention to return to employment.

17.9 Parental Leave

An employee who has completed **13** weeks of service with the Employer may request, at least three months in advance of the leave, unpaid parental leave and may not exceed **78** weeks (**Saskatchewan Employment Act**), or in extenuating circumstances, 15 weeks within the first year of birth of the child. Prior to returning to work the employee must give at least 21 days notice of **their** intention to return to employment.

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

17.10 Adoption Leave

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

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

17.11 Compassionate Care Family Leave (EI)

- a) An employee who has completed twenty (20) weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within 26 weeks shall be granted a leave without pay of up to twelve (12) weeks. The certificate must also specify that the employee is needed to provide psychological comfort or emotional support, arrange for care by a third party provider and/or directly participate in the care.
- b) Upon return to work the employee will be reinstated in **their** prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- c) If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the employer will pay the employer contributions for the same period.

d) The employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this article shall not exceed one year.

17.12 **Jury Duty**

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

17.13 Voting Time

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

17.14 Education Leave

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

Leave taken under this Article is subject to Article **18**.4 (Benefits Earned While on Leave). The Employer will make every effort to accommodate the employee, including granting the use of vacation leave or time off in lieu of time worked.

17.15 Benefits Earned While on Leave Without Pay

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

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

ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY

The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in

accordance with The Occupational Health and Safety Act and Regulations.

ARTICLE 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 Worker's Compensation Act, the employee will receive payment directly from the Worker's 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 **16**.5 will apply to employees who are absent on Workers' Compensation for an extended period of time.
- 19.4 From and including the first day of injury cumulative, until not more than two years, the employee will accrue seniority, however, the employee will not earn vacation or sick leave credits.
- 19.5 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation credits by December 31st of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.
- 19.6 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans for a maximum of one year from the date of injury, provided the employee pays the employee portion of the premiums.

ARTICLE 20 CLASSIFICATION PLAN

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 specification plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the qualifications, training, competencies, knowledge, skills, abilities and experience required for each job.
- c) All jobs shall be allocated to one of the classifications set forth in Appendix "A".

20.2 Manual of Class Specifications

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

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 30 calendar days, the Employer will implement the new classification and rate of pay without further challenge from the Union. In the event of a disagreement over the exclusion of a new class of positions from the bargaining unit, the Employer may fill the position as an out-of-scope position and the parties may refer the dispute to the Labour Relations Board.

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 **9**.3, 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 **their** job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of **their** classification and adjustment to **their** rate of pay.
- b) The employee must submit the request in writing to **their** supervisor outlining the nature in the substantive change in duties.
- c) The Manager will consider the request and will render a decision to the employee within 60 calendar days.

- d) The employee may file an appeal with the Employer no later than 30 calendar days from receipt of the Employer's decision.
- e) The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the adjudication process in accordance with Article **20**.4.
- f) When a position is reclassified in c), d), or e) above, the Employer will post the position in accordance with Article **9**.3.

20.6 **Downward Classification**

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

ARTICLE 21 TECHNOLOGICAL CHANGE

Will be in accordance with the provisions of **Saskatchewan Employment Act**.

ARTICLE 22 TERMS OF AGREEMENT

22.1 **Duration**

This Agreement will become effective on **January 1**, **2018** and shall continue in effect until **December 31**, **2024** and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than 30 days and not more than 60 days prior to the expiry date of this Agreement.

22.2 Agreement to Continue in Force

Where written notice has been given pursuant to Article **22**.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 20 (twenty) copies.

22.6 Wage Increases

- a) Effective January 1, 2018 0% increase will be added to existing wage rates.
- b) Effective January 1, 2019 add 1.0% to wage rates effective January 1, 2018.
- c) Effective January 1, 2020 add 1.0% to wage rates effective January 1, 2019.
- d) Effective January 1, 2021 add 2.0% to wage rates effective January 1, 2020.
- e) Effective January 1, 2022 add 2.0% to wage rates effective January 1, 2021.
- f) Effective January 1, 2023 adjust rates by the amount provided and authorized by Saskatchewan Housing Corporation.
- g) Effective January 1, 2024 adjust rates by the amount provided and authorized by Saskatchewan Housing Corporation.
- h) Pension contributions by each party will increase by 1.0% on January 1, 2020.

RETROACTIVITY: Retroactive wage increases will be provided only on hours worked or paid:

- Back to the applicable date of each year's increase for 2018, 2019, 2020 and 2021 to those on staff on the date of ratification, and
- In the event of wage increases per 22.6 f), 22.6 g), upon written request to the employer within 60 calendar days, employees, except those terminated for cause, who have left the service of the Employer during the respective year,

shall receive retroactive pay for all hours worked during that respective year of the agreement. Any entitlements not claimed within the 60-calendar day period shall be deemed to have lapsed.

No retroactivity on any other amendments to the collective agreement.

Addendum for Information Purposes

Re: Employee Benefit Plan FULL –TIME EMPLOYEES

BENEFIT	MONTHLY RATE	COMMENTS
Capital Pension Plan	January 1/20 8.35% of salary	Employer matches
Basic A D & D	Nil	Employer – 100% (\$0.44 per \$1,000) Principal Sum - \$50,000
		_
Basic Group Life Insurance	Per \$1000 less Employer portion (\$5.68 for \$25,000)	Employer pays on 1st \$25,000. (\$0.227 per \$1,000); Employee pays remainder. Principal 3 x annual salary rounded to nearest thousand.
Group Term Life		Employer - 100%
Insurance		
Short Term Disability	Nil	Employer - 100% 70% of salary after day 5)
Long Term Disability	1.51% of salary	Employer - 50%; Employee 50%
Dental Care	Nil	Employer - 100 % Family \$97.60 Single \$36.82
Vision Care Enhanced Vision	Family: \$115.60 Single: \$ 36.95	Employer pays Standard Vision rate and Employee "tops-up" to extended. Employer pays: Family: \$20.45 Single: \$6.64
Extended Health	Nil	Employer - 100% Family: \$115.06 Single: \$36.95

Breakdown of Enhanced Vision Insurance Premiums

January 1, 2014 Rates

Family Single	Employer Portion \$11.11 (86.02%) \$ 3.86 (91.98%)	Employee Portion \$1.81 (13.98%) \$34 (8.02%)	<u>Total Premiums</u> \$12.92 \$ 4.20
January 1, 201	5 Rates		
Family Single	Employer Portion \$11.89 (86.02%) \$ 4.13 (91.98%)	Employee Portion \$1.93 (13.98%) \$.36(8.02%)	<u>Total Premiums</u> \$13.82 \$ 4.49

APPENDIX "A"

Good Spirit Housing Authority Wage Grid - Hourly and Annually Effective January 1, 2018 (0%)

	Step 1	Step 2	Step 3	Step 4
Tenant Relations	\$25.05	\$25.99	\$26.96	\$27.92
	\$48,841	\$50,671	\$52,572	\$54,449
Office Administrator	\$20.70	\$21.48	\$22.28	\$23.08
	\$40,364	\$41,880	\$43,449	\$45,000
Maintenance Technician	\$18.96	\$19.67	\$20.41	\$21.20
	\$39,436	\$40,915	\$42,449	\$44,091
Custodian	\$15.59	\$16.11	\$16.63	\$17.14
	\$32,437	\$33,501	\$34,589	\$35,653
Tenant Activity Coordinator	\$14.10	\$14.59	\$15.89	\$16.35
*abolished October 2019	\$21,994	\$22,762	\$24,787	\$25,505
Seasonal	\$13.47	\$13.86	\$14.25	

Good Spirit Housing Authority Wage Grid - Hourly and Annually Effective January 1, 2019 (1%)

	Step 1	Step 2	Step 3	Step 4
Tenant Relations & Administrative Coordinator	\$25.30	\$26.25	\$27.23	\$28.20
	\$49,329	\$51,177	\$53,098	\$54,993
Office Administrator	\$20.91	\$21.69	\$22.50	\$23.31
	\$40,767	\$42,299	\$43,883	\$45,450
Maintenance Technician	\$19.15	\$19.87	\$20.61	\$21.41
	\$39,831	\$41,323	\$42,877	\$44,537
Custodian	\$15.75	\$16.27	\$16.80	\$17.31
	\$32,761	\$33 <i>,</i> 836	\$34,935	\$36,009
Seasonal	\$13.60	\$14.00	\$14.39	

Level 1 - Maintenance Technician	\$19.15	\$19.87	\$20.61	\$21.41
*effective August 1, 2019	\$39,831	\$41,323	\$42,877	\$44,537
Level 2 - Maintenance Technician	\$21.42	\$22.73	\$24.01	\$25.29
*effective August 1, 2019	\$44,558	\$47,268	\$49,936	\$52,604
Level 3 - Senior Maintenance Technician	\$25.30	\$26.25	\$27.23	\$28.20
*effective August 1, 2019	\$52,625	\$54,600	\$56,638	\$58,654

Good Spirit Housing Authority Wage Grid - Hourly and Annually Effective January 1, 2020 (1%)

1% pension employee employer

	Step 1	Step 2	Step 3	Step 4
Tenant Relations & Administrative Coordinator	\$25.55	\$26.51	\$27.50	\$28.48
	\$49,822	\$51,689	\$53,629	\$55,543
Office Administrator	\$21.12	\$21.91	\$22.73	\$23.54
*abolished February 2020	\$41,175	\$42,722	\$44,322	\$45,904
Level 1 - Maintenance Technician	\$19.34	\$20.07	\$20.82	\$21.63
	\$40,229	\$41,736	\$43,306	\$44,982
Level 2 - Maintenance Technician	\$21.64	\$22.95	\$24.25	\$25.54
	\$45,003	\$47,741	\$50,435	\$53,130
Level 3 - Senior Maintenance Technician	\$25.55	\$26.51	\$27.50	\$28.48
	\$53,151	\$55,146	\$57,204	\$59,241
Seasonal	\$13.74	\$14.14	\$14.53	

Good Spirit Housing Authority Wage Grid - Hourly and Annually Effective January 1, 2021 (2%)

	Step 1	Step 2	Step 3	Step 4
Tenant Relations & Administrative Coordinator	\$26.06	\$27.04	\$28.05	\$29.05
	\$50,819	\$52,723	\$54,701	\$56,654
Community Outreach Coordinator	\$29.06	\$30.13	\$31.29	\$32.46
*effective July 1, 2021	\$56,669	\$58,759	\$61,011	\$63,304
Level 1 - Maintenance Technician	\$19.73	\$20.47	\$21.24	\$22.06
	\$41,034	\$42,571	\$44,172	\$45,882
Level 2 - Maintenance Technician	\$22.07	\$23.41	\$24.73	\$26.05
	\$45,904	\$48,695	\$51,444	\$54,193
Level 3 - Senior Maintenance Technician	\$26.06	\$27.04	\$28.05	\$29.05
	\$54,214	\$56,249	\$58,348	\$60,426
Seasonal	\$14.01	\$14.42	\$14.82	

Good Spirit Housing Authority Wage Grid - Hourly and Annually Effective January 1, 2022 (2%)

	Step 1	Step 2	Step 3	Step 4
Tenant Relations & Administrative Coordinator	\$26.59	\$27.58	\$28.61	\$29.63
	\$51,836	\$53,778	\$55,795	\$57,787
Community Outreach Coordinator	\$29.64	\$30.74	\$31.91	\$33.11
	\$57,803	\$59,934	\$62,232	\$64,570
Level 1 - Maintenance Technician	\$20.12	\$20.88	\$21.66	\$22.50
	\$41,855	\$43,422	\$45,056	\$46,799
Level 2 - Maintenance Technician	\$22.51	\$23.88	\$25.23	\$26.58
	\$46,822	\$49,669	\$52,473	\$55,277
Level 3 - Senior Maintenance Technician	\$26.59	\$27.12	\$27.52	\$29.63
	\$55,299	\$57,374	\$59,515	\$61,634
Lead Hand Maintenance Technician	\$29.64	\$30.74	\$31.91	\$33.11
*effective February 16, 2022 term position	\$61,656	\$63,930	\$66,380	\$68,875
Seasonal	\$16.16	\$16.63	\$17.11	
*effective January 1, 2022				

Maintenance Technician	\$26.59	\$27.58	\$28.61	\$29.63
*effective May 1, 2022	\$55,299	\$57 <i>,</i> 374	\$59 <i>,</i> 515	\$61,634

Level 1, 2, and 3 have been discontinued as of May 1, 2022 to address Market issues.

Amendment as of October 2, 2023. Approved by employer and union.

Letter of Understanding #1 - Seasonal Employees

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

Seasonal employees shall:

- a) Advise the Employer of their desire to be re-employed with the Employer. The Employer will give consideration to these employees prior to hiring new employees. Seasonal employees who have successfully completed a probationary period will be given first consideration for all seasonal jobs for which they possess the skill, ability, qualifications and experience.
- b) Serve a probationary period of 90 days worked. Employees who do not successfully complete the probationary period will be terminated.
- c) Accrue seniority in accordance with Article **8**.1. Seasonal employees shall earn sick leave credits in accordance with Article **16**.2.
- d) Be assigned hours of work based on operational requirements.
- e) Receive an increment in each season in accordance with Appendix "A", provided the employee works a minimum of 90 days in a season. The employee may carry days worked from one season to another in order to earn an increment in the second season.

Signed on behalf of: Saskatchewan Government and General Employees' Union

ORIGINAL SIGNED BY:

Darren Vranai Negotiation Committee Chair

ORIGINAL SIGNED BY: Pamela Loveridge

Negotiating Committee Member

ORIGINAL SIGNED BY:

Bernadette Lusney Labour Relations Officer Signed on behalf of: **Good Spirit** Housing Authority

ORIGINAL SIGNED BY:

Erin Hauser

ORIGINAL SIGNED BY: Kayla Hauser

ORIGINAL SIGNED BY:

Gary Means LR Consultant

Signed this <u>5th</u> day of <u>December</u>, 2023.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and GOOD SPIRIT HOUSING AUTHORITY hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this **22** day of **November**, 2023.

Signed on behalf of: Saskatchewan Government and General Employees' Union Signed on behalf of: Good Spirit Housing Authority

ORIGINAL SIGNED BY:

Darren Vranai Negotiation Committee Chair ORIGINAL SIGNED BY:

Erin Huser General Manager

ORIGINAL SIGNED BY:

Pamela Loveridge Negotiating Committee Member

ORIGINAL SIGNED BY:

Bernadette Lusney Labour Relations Officer ORIGINAL SIGNED BY:

Kayla Hauser Tenant Relations Manager

ORIGINAL SIGNED BY:

Gary Means HR Consultant