

**MOOSE JAW  
DIVERSIFIED  
SERVICES INC.  
LOCAL 5194**

**April 1, 2019 to  
March 31, 2022**

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MOOSE JAW DIVERSIFIED SERVICES INC.  
AND  
SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5194  
APRIL 1, 2019 TO MARCH 31, 2022**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this  2  day of  November , 2022.**

**between**

**MOOSE JAW DIVERSIFIED SERVICES INC.  
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**

**ARTICLE 1      PURPOSE**

1.1                WHEREAS it is the desire of both parties of this Agreement:

- a)                To maintain and improve harmonious relations between the employer and the employees.
- b)                To promote co-operation and understanding between the employer and the employees.
- c)                To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- d)                To encourage efficiency and safety in operations.
- e)                To provide a high quality of service to the clients and the public.
- f)                To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

## **ARTICLE 2      MANAGEMENT RIGHTS**

- 2.1            The Union recognizes that it is the function of management to manage the business affairs and to direct the working forces of Diversified Services, subject to the terms of this Agreement.
- 2.2            The operation, control and management of Moose Jaw Diversified Services and all activities of Diversified Services and the management and direction of the working forces at Diversified Services, operations and business are and shall continue to be solely and exclusively the functions and prerogatives of the management of Diversified Services. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively to Diversified Services.
- 2.3            Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to impair or limit in any way Diversified Services' right in its sole discretion and judgment to: determine the products to be manufactured, merchandised, or deleted; the means and methods by which such products will be manufactured and merchandised and the nature and extent of the operations, business and services to be rendered or carried on by Diversified Services; determine the suppliers and customers with whom it will deal, and the prices at which and terms upon which its materials, equipment and supplies will be purchased, leased or otherwise acquired and its products and services will be sold; determine the size and composition of the working force covered by this Agreement.
- 2.4            Management has the right to create and enforce policies and procedures.
- 2.4.1          Management shall inform and educate the employees of new policies and procedures prior to implementation.
- 2.4.2          The policies and procedures shall be available for all employees to read.
- 2.4.3          No employee shall be disciplined on a policy or procedure if Article 2.4.1 and 2.4.2 have not been followed.

### **ARTICLE 3 SCOPE**

3.1 The terms of this agreement shall apply to all employees of the employer excluding the following **positions**:

- a) **Executive Director**
- b) **Directors of Service Delivery**
- c) Executive Secretary
- d) All clients
- e) Fine Options Workers
- f) Temporary positions funded primarily by job creation or employment training programs administered by the Federal or Provincial governments, so long as it does not lead to a reduction in staff or a reduction in available hours for existing staff.

### **ARTICLE 4 INTERPRETATION**

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

- 4.1 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Moose Jaw Diversified Services Inc.
- 4.2 The **Employer** means Moose Jaw Diversified Services Inc.
- 4.3 **Employee or Employees** means a person to which the terms of this Agreement apply as indicated in Article 3.
- 4.4 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may be required, and to which the same rate of pay applies.
- 4.5 **Manager** means the management of Moose Jaw Diversified Services Inc.
- 4.6 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary range.
- 4.7 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary range.
- 4.8 **Transfer** means the lateral movement of an employee from one position to another in the same or different class with the same salary range.

- 4.9 **Gender** – he, his, him, she, her, hers includes reference to the opposite gender whenever the facts or context so require.
- 4.10 **Permanent Employee** means an employee who has completed a probationary period from date of hire.
- 4.11 **Full-Time** means an employee who works full-time hours on a regularly scheduled basis.
- 4.12 **Part-Time** means an employee who works less than full time either daily, weekly, or monthly, but reports for work on a regularly scheduled basis.
- 4.13 **Casual Employee** means an employee who is called in as required and works on an hourly basis.
- 4.14 **Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed 12 months. The period of time may be extended by mutual agreement.
- 4.15 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Article 19.
- 4.16 **Spouse** – means a person living in the employee's household and (a) to whom the employee is married, or (b) with whom the employee has cohabited for a minimum of 12 consecutive months and has been publicly represented as the employee's spouse.

## **ARTICLE 5 UNION SECURITY**

### **5.1 Recognition**

The employer recognizes the Saskatchewan Government Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.1. 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 of any differences that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the employer's representative without the proper authorization of the Union. The Union will supply the employer's representative with the name 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.

## 5.2 **Work of the Bargaining Unit**

Except in the cases mutually agreed upon by the Union representative and the Manager, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of in-service training or education or in emergency when replacement employees are not available.

## 5.3 **No Contracting Out**

The employer agrees that all work or services performed by the employer shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have, as a condition, the provisions of this Agreement applied to the work force involved, subject to Art. 3.1.

## 5.4 **No Discrimination**

The employer and the Union agree there shall be no discrimination by reason of age, race, creed, colour, physical or mental disability, sex, political activity, religious affiliation, marital status, sexual orientation, **family status, ancestry, nationality, place of origin, receipt of public assistance** or for Union membership or activity. Subject to reasonable occupational qualifications and the requirements for the position of employment, physical or mental inability to perform the duties as assigned shall not be construed as "physical or mental disability" within the meaning of this provision.

As a condition of employment, the employer does not require employees to have a valid driver's license (excluding the Truck Driver classification).

## 5.5 **Refusal To Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## 5.6 **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, and maintain membership in the Union as a condition of her employment provided that any employee in the appropriate bargaining unit who is not required

to maintain her membership or apply for and maintain her membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the member of the Union.

#### 5.6.1 **Union Dues**

- a) The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments, and levies. The employer shall remit such deductions to the Union at the conclusion of each month.
- b) The employer shall provide electronically, with the dues, submission a list of names, classifications, and addresses of those who incurred the deductions.
- c) The employer shall inform the Union monthly of any new hires, resignations, or retirements which occurred during the month. The notification shall state the date in which the change occurred.

#### 5.7 **Income Tax (T-4) Slips**

The Income Tax (T4) shall state the amount of Union dues the employee has paid.

#### 5.8 **New Employees**

- 5.8.1 The Area Supervisor of the new employee shall be given a reasonable period of time during working hours to orientate the new employees on duties and responsibilities of the workplace.
- 5.8.2 The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues.
- 5.8.3 The employer shall introduce the new employee to a steward.
- 5.8.4 The steward shall be given a reasonable period of time during work hours to inform the new employee on the roles and responsibilities of the steward and the Union. The steward shall assure the Union authorization cards are signed.

#### 5.9 **Union Access**

The Bargaining Unit shall have the right to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the employer. A representative shall have access to the employees, during working hours, in order to investigate and assist in settling any dispute or grievances at a time agreed upon with the Diversified Services' **Director of Service Delivery or designate**. This access shall not interfere with

**service delivery or the operations of Moose Jaw Diversified Services Inc.**

**5.10 Temporary Out-Of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position for 30 calendar days or less shall continue to have union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent except in cases of emergency.

**5.11 Bulletin Boards**

The employer shall provide a bulletin board in the workplace for the Union to post, in a neat and orderly fashion, notices of union Meetings and Union information.

**ARTICLE 6 GRIEVANCE PROCEDURE**

**6.1 Definition of Grievance**

A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

6.1.1 Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.

6.1.2 Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.

**6.2 Stewards**

The employer shall recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure.

**6.3 Names of Stewards**

The Union shall notify the employer's representative(s) in writing of the name of each steward.

**6.4 Permission to Leave Work**

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

immediately due to work requirements other arrangements shall be made on work time, as soon as possible.

- b) A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.
- c) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

## 6.5 **Grievance Process**

### 6.5.1 **Step 0 – Pre-Grievance**

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee and steward shall attempt to resolve the dispute through a meeting **with** the Manager. **The steward will advise the manager that the dialogue presents Step 0 of the grievance process. The manager will provide their response within 10 days of the Step 0 meeting. Agreed as a one-year trial.**

Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

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

#### **Step 1 – Filing a Grievance**

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Labour Relations Officer on behalf of the aggrieved to the **Director of Service Delivery or designate** within thirty (30) calendar days of failure of resolution at the local level.

The **Director of Service Delivery or designate** shall render a written decision to the SGEU Labour Relations Officer with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.

#### **Step 2 – Meeting:**

Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within thirty (30) calendar days may request a meeting with the **Executive Director or designate**. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward, the SGEU Labour Relations Officer and the employer representative(s).

The meeting will:

- attempt to ascertain the facts and negotiate a resolution
- if possible, agree to a joint statement of facts
- based on the meeting the SGEU Labour Relations Officer and the **Executive Director or designate** may agree in writing to mediate the dispute

If settlement is not reached at Step 2, the **Executive Director or designate** shall render the decision in writing within fifteen (15) calendar days of the meeting.

### **Step 3 – Mediation**

If settlement is not reached at Step 2, the SGEU Labour Relations Officer and the **Executive Director or designate** may agree to apply for Mediation within thirty (30) calendar days.

### **Step 4 – Arbitration**

If settlement is not reached, the SGEU Labour Relations Officer within thirty (30) calendar days may apply for Arbitration.

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

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

## **6.5.2**

### **Special Measures**

- a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation, or arbitration proceedings.

## **6.6**

### **Deviation from Grievance Procedure**

After a grievance has proceeded to Step 1 by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

**6.7 Failure to Act Within Time Limits**

Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to the limits.

**6.8 Changes to the Agreement**

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.

**6.9 Access to Grievance Information from Employer**

The employer shall provide to the Union or Steward relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

**ARTICLE 7 MEDIATION-ARBITRATION**

**7.1 Mediation**

The best resolution to disagreements or disputes is a solution worked out between the parties.

The parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.

**7.1.1 Selection of a Mediator**

The parties will reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties, then either party can apply to the Minister of Labour to have a mediator appointed.

**7.1.2 Role of the Mediator**

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

**7.1.3 Rules Applicable to Grievance Mediation**

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.

Anything said or done at mediation will not be used against either the Employer, employee, or the Union at any subsequent arbitration.

At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.

No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

Parties to the mediation will have the authority to conclude a settlement at mediation.

#### 7.1.4 **Grievance Mediation Process**

The mediator will provide an introduction of the mediation process, e.g. – concept, ground rules, process, and questions.

The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, and meeting as a group or individually with the mediator.

If a settlement can be reached, the terms of the settlement will be put in writing and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may shut down the mediation process if it appears resolution is unlikely.

### 7.2 **Arbitration**

#### 7.2.1 **Selection of an Arbitrator**

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties, then either party can apply to the Minister of Labour to have an arbitrator appointed.

#### 7.2.2 **Procedure**

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

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

The arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

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

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave with pay (employer to be reimbursed by the Union) and expenses paid by the Union
- c) If called by the arbitrator, the parties shall share equally the costs.

### 7.2.3 **Decision of the Arbitrator**

The arbitrator shall render a decision within thirty (30) days of the end of the hearings.

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

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

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

### 7.2.4 **Expenses of the Arbitrator**

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

## **ARTICLE 8 DISCIPLINE, SUSPENSION, DISMISSAL**

Every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to employee performance prior to the initiation of disciplinary action.

## 8.1 **Discipline Procedure**

In the event the employer initiates a disciplinary action against an employee, the following procedure shall be followed.

The **Director of Service Delivery or designate** will follow a progressive process for discipline.

The normal steps are

- verbal reprimand
- letter of reprimand
- suspension
- dismissal

Depending on the severity of the behaviour steps in the process may be bypassed.

## 8.2 **Burden of Proof**

Evidence shall be limited to the grounds stated in the reprimand, suspension or dismissal notice. An employee has the right to have her written response to disciplinary action placed on her personnel file. Records of disciplinary action on an employee shall be removed from her personnel file after eighteen (18) months unless the employee is again disciplined for the same reason within the eighteen (18) month period.

A copy of any letter of discipline shall be forwarded to the **SGEU Labour Relations Officer**.

## 8.3 **Right to Have a Steward**

An employee shall have the right to have her steward present at any discussion with the Manager which the employee believes might be the basis for disciplinary action.

- a) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be notified in advance, the purpose of the meeting, and informed of the right to have a Union representative present at the meeting. The member will be given sufficient time to arrange union representation.

A steward or union representative shall have the right to consult with an SGEU Labour Relations Officer and to have her present at any discussion with the **Director of Service Delivery or designate**.

#### 8.4 **Records of Employees**

Personnel records of an employee shall be open to her scrutiny within three (3) days upon request and in the presence of the **Director of Service Delivery or designate**. A union representative, upon request in writing by the employee, shall have access to the file.

In each instance the following exceptions shall apply:

- a) pre-employment records, pre-employment medical records, and reference checks.
- b) information regarding criminal offenses.
- c) promotional plans relating to the employee.
- d) any information that violates the privacy of the employee, as determined by the employee.

#### 8.5 **Verbal Reprimand**

The Manager will verbally outline to the employee any reasons for the reprimand, how she should correct her work or conduct and what will happen if her misconduct continues. There is no official written report of an oral reprimand. A steward shall be present as a witness.

#### 8.6 **Letter of Reprimand**

If within forty-five (45) days from the verbal reprimand the employee displays no positive response, the Manager may reprimand the employee by means of a letter of reprimand. The letters shall become part of the employee's record (subject to Article 8.2). Letters of reprimand will be forwarded concurrently to the **SGEU Labour relations Officer servicing the Bargaining Unit**.

#### 8.7 **Suspension**

If there is still no positive response from an employee, the employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the **SGEU Labour relations Officer servicing the Bargaining Unit**.

#### 8.8 **Dismissal**

Dismissal shall be affected by the Manager. The employee shall receive written notice of the action which shall include a specific statement of the reason(s) for dismissal. The Employer shall give such notice in writing or pay in lieu of notice except in case of dismissal with cause.

The notice varies by length of employment:

- one (1) week if less than one (1) year
- two (2) weeks if one (1) year but less than three (3) years
- four (4) weeks if three (3) years but less than five (5) years
- six (6) weeks for five (5) years but less than ten (10) years
- eight (8) weeks for ten (10) or more years of service.

## **ARTICLE 9 SENIORITY**

### **9.1 Definition**

The seniority of an employee is defined as the length of service with the employer.

### **9.2 Seniority of Part-time and Casual**

9.2.1 Seniority for part-time and casual employees shall be based on the number of paid hours worked exclusive of overtime hours.

9.2.2 For the purpose of seniority accumulation, total seniority shall be credited to an employee whether earned as full-time, part-time, casual, temporary, or any combination thereof, subject to Article 9.4.

### **9.3 Seniority Lists**

a) The employer shall maintain a seniority list of all employees showing the date of hire and the hours worked. The list shall be sent to the Union in January of each year and shall be posted on the bulletin board for the balance of the year.

### **9.4 Casual Lists**

a) A casual seniority list, commencing with the most senior casual employee shall be established and maintained.

b) A part-time employee may have their name on the casual seniority list. The placement of their name on the list shall be based on seniority.

c) Based on client needs and operational requirements for vacancies of three (3) consecutive weeks or less, casual employees shall be called to report to work starting with the most senior casual and by rotation through the list thereafter.

d) Vacancies of more than three weeks shall be posted subject to Article 10.

- e) The hours of work for less than full-time employees shall not exceed the hours of work for full-time employees during a one (1) month period.
- f) Casual employees shall receive a minimum of three (3) hours report pay when called into work.
- g) The casual seniority lists shall be updated every six (6) months and posted.

9.5

**Loss of Seniority**

Notwithstanding any of the foregoing provisions of this Article, all seniority rights and all other rights under this Agreement shall be lost if any of the following occurs, and the employee shall be deemed to have ceased to be an employee of Diversified Services if:

- a) An employee is dismissed and is not reinstated.
- b) Resignation in writing not withdrawn within three working days. The three working days grace period shall apply once only.
- c) Failure to return to work without an acceptable reason to management (e.g., sickness or other just cause) following the completion of a leave of absence, or within fifteen (15) calendar days' notification by the employer to return to work following a lay-off.
- d) An employee is absent from work for three consecutive working days without notifying the Manager of Diversified Services, unless through sickness or other just cause.
- e) A casual employee is not available for work during a **six (6)** month period unless she has been granted a leave of absence.
- f) **A casual employee declines four (4) offered shifts in a six (6) month period.**

**ARTICLE 10 APPOINTMENTS AND STAFF CHANGES**

10.1 **Posting of Positions**

10.1.1 Based on client needs and operations requirements a full-time or less than full-time vacancy of more than three (3) weeks, the employer shall immediately post notice of the position on the Union bulletin board for a minimum of seven (7) working days.

10.1.2 On the date of posting, the posting shall be sent by phone, **email** or mail to all employees on leave of absence, part-time, casual employees and employees not working in-house.

## 10.2 **Information on Posting**

The bulletin shall set out the following information:

- a) name of position
- b) a brief description
- c) qualifications required
- d) salary
- e) hours of work
- f) deadline date for application and other pertinent information
- g) approximate starting date of position.

A copy of all postings shall be forwarded to a Steward.

## 10.3 **Notification of Applicants**

- a) The employer shall on the closing of the bid, post on the bulletin board, the name of the successful applicant.
- b) The Union shall have the right to have an elected representative **not involved in the competition**, as an observer present during all aspects of in-house competition, unless requested otherwise by the applicant to the Bargaining Chair.
- c) Outside advertising may occur concurrently with internal posting. In-service candidates shall be considered prior to any other candidate.

## 10.4 **Notification of Successful Applicant**

10.4.1 The successful applicant shall be provided **at least** two (2) working days of notice prior to starting in new position.

10.4.2 The Employer shall notify the Union Steward and any applicants within the Bargaining Unit **by email** of the appointment of the successful applicant.

## 10.5 **Role of Seniority in Appointments**

10.5.1 The most senior qualified applicant shall be appointed to the position within fifteen (15) calendar days after the closing date of the posting. Qualifications shall include experience, education, and ability.

10.5.2 Casual employees may apply for any position.

- a) Casual employees will get preference over outside applicants.
- b) The employer is not required to hire the most senior applicant when the applicants have less than 900 hours as a casual employee

10.6 **Probationary and Trial Periods**

- a) Employees shall serve an initial probationary period of 900 hours from date of hire.
- b) Probationary employees who are new hire employees may be released at any time during the probationary period for unsuitability.
- c) Employees moving into a new position shall service a trial period of 600 hours.
- d) An employee who moves into a new position before completing her initial probationary period will serve the remaining hours in her initial probationary period concurrently with her trial period.
- e) Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, she shall be returned to her former position with no loss of seniority.

10.7 **Assessment While on Probation**

Initial probation assessments for all employees shall be completed by management after 450 hours and 900 hours of employment.

Appropriate supervisors shall provide information to the **Director of Service Delivery or designate** for the probation assessments. All written performance assessments shall be shown to the employee at the time of assessment. The employee shall sign and date the assessment to confirm receipt.

10.8 **Completion of Probationary Periods**

At the successful completion of the probation the employee shall be informed in writing of her permanent status. The employee shall be provided a copy of the probation assessment.

10.9 **Employee Performance Evaluations**

Should the employer decide it is necessary to have an employee performance evaluation system in place **the employer will develop such a system and provide a copy to the union.**

10.9.1 A committee of four representatives (two from the employer and two from the union) shall meet during the term of this collective agreement,

to develop an employee performance evaluation form. The committee will meet during regular business hours or employees will be compensated accordingly if meetings are after regular hours of operation. This will include payment for meals and mileage.

10.10           **Transfers**

Employees affected by a transfer shall be informed privately concerning transfers before being announced publicly.

**ARTICLE 11      JOB SECURITY**

11.1           **Long Term Disability, Workers Compensation Board, or Saskatchewan Government Insurance**

Employees who are receiving Long Term Disability, Worker's Compensation, or Saskatchewan Government Insurance shall be given unpaid leave of absence for a period of three (3) years.

11.1.2           Employees on leave shall continue to accrue seniority.

11.2           **Duty to Accommodate**

11.2.1           Employees who are fit to return to work within the three (3) years shall be reinstated in their previous position or an equivalent position.

11.2.2           The employer will endeavour to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.

11.2.3           The employer may request and pay for a medical certificate stating the employee's restrictions.

11.3           **Employer Amalgamation**

In the event the employer merges or amalgamates with any other body, the employer shall where it is within the employer's control, ensure that:

- a)       employees shall be credited with all seniority rights with the new employer.
- b)       all service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new employer.
- c)       conditions of employment and wage rates for the new employee shall be equal to the best provisions in effect with either employer.
- d)       no employee shall suffer a loss of employment, wages and benefits as a result of merger.

- e) preference in location of employment arising from the merger shall be determined on the basis of seniority.

## **ARTICLE 12 LAY-OFF AND RECALL**

### **12.1 Definition of Lay-Off**

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

The Employer shall provide notice or pay in lieu of notice as follows:

- a) one (1) week if employed less than one (1) year
- b) two (2) weeks if employed for more than one (1) year, but less than three (3) years
- c) four (4) weeks if employed for more than three (3) years, but less than five (5) years
- d) six (6) weeks if employed for more than five (5) years but less than ten (10) years
- e) eight (8) weeks for ten (10) or more years of service.

A copy of the notice of lay-off shall be sent to the **SGEU Labour Relations Officer servicing the Bargaining Unit.**

### **12.2 Role of Seniority in Lay-Offs**

In the event of a lay-off, employees shall be laid off in reverse order of their bargaining-unit-wide seniority.

12.2.1 A permanent employee who has been laid off may bump the least senior employee providing she is qualified to perform the work.

#### **12.2.2 Stages of Bumping**

- a) first into same classification
- b) second into equivalent classification
- c) third into a classification of the next lower maximum salary

12.2.3 A temporary part-time employee who is laid off or whose term ends, upon request, shall have her name added to the casual list.

### **12.3 Recall Procedure**

12.3.1 Employees will remain on the recall list for a maximum of two (2) years.

- 12.3.2 Employees are responsible for providing current contact information to the Manager.
- 12.3.3 Employees shall be recalled in the order of seniority.
- 12.3.4 An employee who has been recalled shall have the right to refuse to return to work if the position offered is a demotion or temporary employment, without loss of seniority for maximum of two (2) years.
- 12.3.5 An employee who chooses to take employment which would constitute demotion or temporary employment shall not lose her right to re-employment into a position equivalent to her former position.
- 12.3.6 Employees shall be given notice of recall by registered mail or personal service. The employee shall have, upon receipt of notice, ten (10) business days to respond.
- 12.4 **Reinstatement of Pay Rate**
- An employee recalled to the same or similar class from which she was laid off shall maintain the same step in the pay scale.
- 12.5 **Severance Pay**
- Employees with one (1) or more years of seniority, in the following categories:
- a) whose job is abolished and who chooses to resign, or
  - b) when an employee is not recalled after two years on the re-employment list she shall receive one week's pay for each full year of service. Pay shall be calculated on the basis of the employee's rate of pay at the time of layoff. Partial years of service shall be calculated on a pro rata basis.

## **ARTICLE 13 HOURS OF WORK**

### **13.1 Full-Time Employees**

The core hours of work shall be between 8:30 a.m. and 4:30 p.m. from Monday to Friday.

### **13.2 Overtime Pay**

#### **13.2.1 Time-and-a-Half**

Employees shall receive overtime pay of one-and-one-half (1 ½) times their regular rate of pay for all work performed on their sixth (6<sup>th</sup>) consecutive day of work, and for all time worked before or after the regular established hours of work.

13.2.2

### **Double Time**

Employees shall receive overtime pay of two (2) times their regular rate of pay for all work performed on their seventh consecutive day of work.

13.3

### **Distribution of Overtime**

All overtime pay shall be distributed as evenly as possible among the various departmental employees who are qualified to perform the available work.

13.4

### **Overtime Compensation**

An employee required to work overtime shall receive pay for this time unless time off at the appropriate overtime rate in lieu (TOIL) is mutually agreed between the Employer and the employee. Time off in lieu may be accumulated to a maximum of twenty-one (21) hours and shall be taken within six calendar months of earning.

13.5

### **Rest Periods**

**Full time employees shall be entitled to a fifteen (15) minute rest period in the first half of the shift and a second fifteen (15) minute rest period in the second half of the shift. Employees shall be entitled to a thirty (30) minute lunch break.**

**When part time staff work five (5) hours or more they are entitled to two (2) fifteen (15) rest periods during the shift and a thirty (30) minute lunch break.**

**Employees working less than five (5) hours in a shift are entitled to a fifteen (15) minute rest period.**

**Rest period are paid breaks and may be interrupted subject to operational needs of the agency and lunch breaks are unpaid and shall be uninterrupted.**

13.6

### **Part-Time Employees**

Part-time employees shall work subject to the following requirements:

- a) Hours of work shall be as per Article 13.1.
- b) Rest breaks shall be arranged subject to Article 13.6.

13.7 **Casual Employees**

Casual employees shall work the hours as required, but shall receive a minimum of three (3) hours pay per call-in.

13.8 **Call-back**

An employee who is called back to work outside her regular working hours shall be paid at a minimum of **three (3)** hours at **regular** rates.

13.9 **Job Sharing**

13.9.1 **Definition**

A job share is when a permanent full-time position is divided into **portions** with the requesting employee holding the main portion of the permanent position.

13.9.2 **Process**

A permanent full-time employee may apply in writing to the Manager to job share her position by reducing her hours.

13.9.3 The job-share shall be in effect for a minimum of three (3) months to a maximum of one (1) year. Extensions may be granted upon application.

13.9.4 The part-time hours that became available shall be posted in accordance to Article 10.

13.9.5 All benefits and seniority shall continue to accrue, and be expended, on a *pro rata* basis for both employees.

13.9.6 Where, during the term of a job sharing arrangement, the employment of a part-time employee terminates, the permanent incumbent may be required to resume working full-time hours pending the assignment of a replacement part-time employee, The employer shall make this assignment as promptly as possible.

13.9.7 The employer or the permanent employee may terminate the job sharing upon thirty (30) days written notice, which shall be provided concurrently to the Union and to the part-time employee backfilling the job-share. On the termination of the job sharing arrangement, the permanent employee shall revert to the regular full-time hours of the position occupied.

13.9.8 Any request of less than job share split shall be considered a reduction of hours. The manager may choose to fill the vacant hours at her discretion.

## **ARTICLE 14 DESIGNATED HOLIDAYS**

### **14.1 Designated Holidays**

The Company recognizes the following days as designated holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day **and any future federally declared holidays.**

All work days commencing at noon December 24th up to and including January 1st.

### **14.2 Compensation for Designated Holidays on Saturday or Sunday**

When any of the above noted paid holidays, excluding Christmas, Boxing Day and New Years, fall on Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the Employer shall grant the following working day as the holiday.

### **14.3 Compensation for Designated Holidays – Part-time Employees**

Part-time employees shall receive their normal pay for designated holidays which fall on their regular scheduled workdays.

### **14.4 Pay for Work Scheduled on a Holiday**

An employee who is scheduled to work shall be paid at a rate as applicable in Articles 13.3.1 and 13.3.2 plus regular time.

## **ARTICLE 15 VACATIONS**

### **15.1 Vacation Year**

The vacation year is defined as the twelve (12) month period commencing April 1st of each year and concluding on March 31st of the following year. Vacation leave shall be taken at a time approved by the Manager during the year in which it has been earned.

### **15.2 Vacation Credits**

- i) Every employee to whom this collective agreement applies is entitled to an annual holiday of three (3) weeks during each year of employment.
- ii) Employees shall be entitled to four (4) weeks of vacation after the completion of eight (8) years of employment.
- iii) Employees shall be entitled to five (5) weeks of vacation after the completion of fifteen (15) years of employment.

- iv) Employees will be entitled to six (6) weeks of vacation after the completion of 25 years of service.
- v) Part-time employees shall earn vacation credits on a pro rata basis. Part-time employees shall have the option of working all or part of their scheduled hours for the discretionary week of summer holidays, at the beginning of that week.

15.3 **Compulsory Vacation**

The Employer will schedule employees' vacation during facility shutdowns and employees shall be required to take their vacations at such time. Employees may take all remaining vacation at any other time, subject to the approval of the Manager, as long as the calling in of casual staff is not necessitated.

15.4 **Vacation Pay – Casual Employees**

Casual employees shall be paid vacation pay in lieu of vacation leave, based on total earnings, on each pay cheque.

15.5 **Allocation of Vacations**

Preference in selection and allocation of vacation time shall be determined by staff consensus of each department, or in cases of dispute by seniority considering the program needs subject to Article 15.1.

15.6 **Vacation Notice**

A minimum of seventy-two (72) hours of notice shall be required for use of vacation of one week or more. Approval or denial shall be dealt within a reasonable time period.

A minimum of twenty-four (24) hours of notice shall be required for use of vacation leave of one (1) week or less. Under extenuating circumstances approval may be granted with less notice

15.7 **Compensation for Designated Holidays on Vacation Schedule**

If a designated holiday falls or is observed during an employee's vacation period, she shall be allowed an additional vacation day with pay.

15.8 **Vacation Pay on Termination**

Only employees who terminate their employment shall receive pay in lieu of earned but unused vacation. Employees who terminate their employment and have taken vacation leave greater than that earned shall reimburse the Employer for such unearned vacation leave.

15.9                    **Approved Leave of Absence During Vacation**

When an employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be added to the vacation period. Management may require documentary evidence from the employee.

15.10                  **Overtime Vacation Rate**

No employee shall be required to work during her scheduled vacation period.

15.10.1                Should an employee agree to work when requested during her scheduled vacation, she shall be paid at one-and-a-half (1 ½ ) times her regular rate of pay plus one (1) vacation day off in lieu for each day in which work was performed.

15.11                  **Vacation Carry-Over**

Employees may make application to the Employer for carry-over of vacation leave to the following year. Carry-over of up to five (5) days may be approved.

**ARTICLE 16        SICK LEAVE**

16.1                    **Sick Leave Defined**

The purpose of sick leave is to maintain salary and benefits when an employee is ill. Sick leave is cumulative and should be used when necessary, and with discretion, in order to ensure that it is available in sufficient amounts when an employee requires it.

Sick leave means the period of time an employee is absent from work by virtue of being sick or injured, exposed to a contagious disease, or under examination or treatment of a licensed medical practitioner.

16.2                    **Amount of Paid Sick Leave**

Sick leave shall be earned at the rate of one-and-one-quarter (1 1/4) days for every month an employee is employed. Sick leave for less than full-time employees shall be earned on a *pro rata* basis.

16.3                    **Accumulation of Sick Leave**

The unused portion of an employee's sick leave shall accrue for her future benefits to a maximum accumulation of ninety-eight (98) days.

16.4                    **Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

Sick leave shall be time off with pay to the extent that employee has earned sick leave credits.

Should an employee be out of sick leave credits she shall have the ability to choose other leave options.

16.5 **Proof of Illness**

a) An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that she was unable to carry out her duties due to illness. The employer shall pay any costs associated with producing a medical certificate.

b) Independent Medical Examination

At the Employer's request, an employee who is or has been absent from work on sick leave shall attend upon and submit to a medical examination conducted by a physician or other health care provider mutually agreed upon by the Employer and Employee. The Employer shall pay any costs incurred.

16.6 **Sick Leave During Leave of Absence and Lay-off**

An employee shall not accumulate sick leave credits when on a leave of absence or is laid off but shall retain those already accumulated.

16.7 **Leave of Absence While Sick**

In cases where employees are sick beyond their accumulated sick credits, the Employer may grant leave of absence without pay until the employee is able to return to work for up to one (1) year.

16.8 **Pressing Necessity/Family Responsibilities**

Necessary time off shall be granted to permanent employees for family responsibilities and urgent or unforeseeable personal responsibilities, up to a maximum of **six (6)** days per year. Pressing necessity shall be charged to accumulated sick leave. For less than full-time employees it shall be prorated.

Leave with pay for pressing necessity, personal responsibilities or family responsibilities shall be granted in response to verbal requests provided that a written request be submitted after the leave has been granted;

Employees who are not eligible to access leave with pay for pressing necessity, personal responsibilities or family responsibilities from sick

leave credits, may choose to use one or combination of time-in-lieu, vacation leave or other leave provisions;

An Employee who has exhausted her paid leave options or is not eligible for sick leave may request and shall be granted leave without pay.

## **ARTICLE 17 LEAVES OF ABSENCE**

### **17.1 General Leave**

An employee may be entitled to leave of absence for a maximum of twelve (12) months without pay and without loss of seniority and accumulated benefits when she requests such leave for good and sufficient cause. The requests shall be in writing and approved by the Employer. The approval shall not be withheld unreasonably.

During the period of general leave of absence without pay, or maternity, paternity or adoption leave, and subject to the qualifying provisions of the benefits plans, an employee on leave under this Article may elect to maintain insurance benefits for the period he or she would otherwise have worked, by paying the entire premium. Except for maternity, paternity, adoption and parenting leave, seniority shall not accumulate during the period of leave.

An employee must submit notice of intention to return to work, or to extend the agreed upon date of return, fourteen (14) calendar days prior to the expiration of the leave.

### **17.2 Union Leave**

The Employer agrees that it is the right of all employees to participate in the affairs of the Union provided that adequate program coverage is maintained; therefore the:

- a) Employees shall be granted leave of absence **based on operational feasibility** to attend conventions and conferences of the SGEU to which they are delegates.
- b) Employees shall be granted leave of absence **based on operational feasibility** to attend union educationals.
- c) Employees shall receive leave of absence **based on operational feasibility** with pay **and** without loss of benefits.
- d) The Union shall reimburse the Employer for all wages and benefits paid by the Employer under this Article if the employer replaces the employee on Union leave.
- e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under (a) and (b) above.

- f) Employees on leave under this Article shall be replaced subject to Article 9 or from the casual list if required.

The Union shall, whenever possible, provide the Employer with at least two (2) weeks' notice of Union leave. Notice of Union leave will be in writing, but verbal notification will be considered as part of the notification period. The approval of such leave will not be unreasonably withheld.

17.3 **Leave for Union Position**

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 a leave of absence without loss of seniority for a period of **two (2)** year. The leave shall be renewed **every** year, upon request, during her term of office. The employee shall continue to receive her salary and benefits from the employer, conditional upon reimbursement of such salary and full benefits costs by the Union to the employer.

17.4 **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, less any payment received from the courts.

17.5 **Employer Required Education**

- a) In-Service Training:

In-service education will be provided within working hours whenever possible. When an employee's attendance at an in-service education course is required outside working hours, **over time hours shall apply. Paid** time off will be granted for the educational hours, and actual travel time to and from the in-service if outside of the headquarters.

- b) When the employer requests that an employee attend a class, workshop, conference, etc., the employer shall pay the full amount of the registration.
- c) Full-time, part-time, and casual employees not working in-house shall be informed in writing regarding date(s) & time of scheduled in-services.

17.6 **Reinstatement**

An employee returning from a leave of absence shall be reinstated to her former position, or an equivalent position at the same rate of pay in effect at the start of the leave, plus any wage increases.

**ARTICLE 18 FAMILY LEAVES**

18.1 **Bereavement Leave**

When it is necessary for an employee to be absent from work due to a death in the employee's immediate family, he or she shall be paid for a period up to three (3) consecutive business days at the employee's regular rate of pay up to a maximum of seven (7) hours per day, without deduction from sick leave accumulation.

- a) The term "immediate family" is limited to the employee's spouse, child, parent, sibling, grandparents, grandchild, mother-in law or father-in-law.
- b) Employees shall be granted one (1) day for the funeral of a niece, nephew, aunt, uncle, brother in-law or sister in-law, daughter in-law and son in-law. This time shall be deducted from the employee's sick leave accumulation.
- c) The employer may, on request, grant additional unpaid leave for extenuating circumstances.

18.2 **Maternity Leave**

18.2.1 An employee who has worked for the employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be entitled to a maximum of twelve (12) months maternity leave without pay. The manager may require the employee to provide a medical certificate confirming the pregnancy and showing the probable date of delivery.

18.2.2 The employee shall not be denied the right of employment solely on the basis of pregnancy.

18.2.3 The employee shall suffer no loss of accumulated seniority rights and benefits, due to accessing maternity leave.

18.3 **Paternity Leave and Adoption Leave**

An employee who has worked for the employer for a total of at least twenty (20) weeks in the fifty-two (52) weeks immediately preceding the day on which the requested leave is to commence, shall be entitled to apply for and receive paternity or adoption leave to a maximum of twelve (12) months leave without pay.

- 18.3.1 The employee shall suffer no loss of accumulated seniority rights and benefits, due to accessing paternity leave.
- 18.4 **Family Leave**
- 18.4.1 An employee may be entitled to a leave without pay to care for her child, children, spouse or parents for a maximum of twelve (12) months.
- 18.4.2 The employee shall not lose seniority and accumulated benefits.
- 18.4.3 The request for leave shall be in writing and approved by the manager. The approval shall not be withheld unreasonable.
- 18.4.4 During the period of leave, and subject to the qualifying provisions of the benefits plans, the employee on leave under this Article may elect to maintain insurance benefits for the period she would otherwise have worked, by paying the entire premium.
- 18.5 **Reinstatement**
- An employee returning from a leave shall be reinstated to her former position, or an equivalent position at the same rate of pay in effect at the start of the leave, plus any wage increases.
- 18.6 **Seniority Earned**
- All leaves taken in accordance with this Article 18 shall earn seniority up to a maximum of **two (2)** year.

## **ARTICLE 19 PAY ADMINISTRATION**

- 19.1 **Rates of Pay**
- The rates of pay set out in Appendix "A" of this Agreement shall be the rates paid to the employees covered by this Agreement, subject to annual increments.
- 19.2 **Pay Periods**
- Employees shall be paid every second Thursday
- 19.3 **Statement of Earnings**
- Employees shall receive a statement attached identifying the gross amount earned, itemized deductions, and net amount payable. A copy of the time sheet shall be provided to the employees which will include used, earned and totals, of sick leave, vacation and TOIL of the employee. These documents shall be presented in a confidential manner.

19.4 **Equal Pay for Work of Equal Value**

Employees shall receive equal pay for work of equal value.

19.5 **Hiring Rates**

Starting rates of pay shall be at the minimum of the salary range.

19.6 **Travel and Allowances**

19.6.1 The mileage rate of 30 cents per km will apply.

Employees required to use public transportation as part of their regular duties, shall be reimbursed for such costs.

a) The meal rates on a per diem allowance are as follows:

- i) Per diem daily allowance \$41.00
- ii) For partial days:
  - Breakfast \$8.00
  - Dinner \$14.00
  - Supper \$19.00

Expense claims for meals shall include receipts.

19.7 **Parking**

The employer shall provide reasonable and adequate parking space for employees.

19.8 **Legal Fees**

The Employer shall pay all legal costs arising out of the defence of an employee charged in any court as a result of performing her duties within the scope of her employment.

19.9 **Temporary Performance of Higher Position Duties (TPHD)**

TPHD shall be assigned where there is an absence in a higher paid position for three and one-half (3 ½) consecutive hours or more. The most senior qualified employee in the area shall be offered the TPHD. Should the most senior employee refuse TPHD, it shall be offered to the next most senior qualified employee, and so on. Should all employees refuse, the employer may require the most senior employee in the area to accept the assignment. The rate of pay shall be adjusted to the higher rate of pay as outlined in Appendix "A".

**A full time or part time employee temporarily assigned to perform work of a higher paid classification within the bargaining unit shall be advanced to the higher rate of pay for all hours worked in the higher classification.**

19.10 **Benefits Package**

19.10.1 All employees working at least fifteen (15) hours per week in permanent positions will participate in the following SGEU Benefits Plans:

- a) Dental I
- b) Extended Health Care I
- c) Accidental Death and Dismemberment
- d) Group Life Insurance

The parties will fund Plan 1 coverage for all eligible employees, at the appropriate single, couple, or family rate. Premiums will be cost shared on a seventy-five percent (75%) by the employer and twenty-five percent (25%) by the employee.

19.10.2 **LONG TERM DISABILITY PLAN**

Commencing the first day of employment, all members of the bargaining unit, are required to pay into the LTD Plan. The LTD dues are to be deducted by the employer as directed by the Union. Eligibility is determined by the plan text.

**ARTICLE 20 JOB CLASSIFICATION AND RECLASSIFICATION**

20.1 **Maintaining a Classification Plan**

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

20.2 **Classification Manual**

A current manual of Job Classifications shall be available at the request of an employee during routine working hours.

20.3 **Changes in Classification**

- a) When a new classification is being created the Employer and the Union shall negotiate: scope, rate of pay, hours of work and qualifications.
- b) When the duties of any classification are altered, or where there may be a position incorrectly classified, the employee or the Union may apply to the Employer for a Classification Review.

- c) Where the parties cannot reach agreement, either party may refer the matter to arbitration in accordance with the Collective Agreement.
- d) All wages and benefit adjustments shall be retroactive to the date of the application in writing.

20.4 **Challenge from Senior Employees**

When reclassification is due to new or additional duties and responsibilities, the most senior qualified employee shall be appointed subject to the bid process.

20.5 **Downward Classification**

No employee shall have her wages reduced as a result of downward classification. The employee's name shall be placed on a re-employment list of similar classifications and same salary range as her position prior to it being downgraded.

**ARTICLE 21 HEALTH AND SAFETY**

21.1 Diversified Services and the Union agree that they mutually desire to maintain high standards of safety and health in order to prevent injury and illness in the workplace.

21.2 Diversified Services and the Union agree to promote safety and workplace hygiene in Diversified Services and to follow the procedures as outlined in **the Saskatchewan Employment Act**.

21.3 **Health and Safety Orientation and Instruction**

The employer agrees to acquaint all employees in the hazards of the workplace and its equipment and work processes, and to train all employees in proper and safe work practices, during working hours.

21.4 **Employee Responsibility**

Every Worker while at work will take reasonable care to protect her health and safety and the health and safety of other workers and clients who may be affected by her actions.

21.5 **Occupational Health and Safety Committee**

21.5.1 The Union recognizes and Diversified Services accepts the responsibility to make adequate and reasonable provisions for the safety and health of the employees during the hours of their employment. Diversified Services and the Union shall maintain an Occupational Health Committee in accordance with this Agreement and **the Saskatchewan Employment Act**.

21.5.2 The committee shall consist of not less than two and not more than twelve members, unless specifically agreed to by the parties. At least one half of the committee members shall be employees elected or appointed by the Union members and the committee shall have employer and employee chairpersons, as appointed by their respective parties.

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

21.5.4 Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives.

21.5.5 The employer will consider as hours worked, all time spent by committee members at committee meetings, conducting committee business, and reporting to employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.

## 21.6 **Committee Minutes**

Every Committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the committee, with copies promptly forwarded to the employer, the **SGEU Labour Relations Officer responsible for servicing the Bargaining Unit** and the Department of Labour. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any employee and the Union.

## 21.7 **Workplace Inspections**

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

## 21.8 **Committee Investigations**

Each committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the employer and the **SGEU**

**Labour Relations Officer responsible for servicing the Bargaining Unit** (and the Department of Labour).

21.9 **Occupational Health and Safety Committee Training**

Subject to reasonable notice being given, all committee members or alternate members shall be entitled to up to five days leave with pay, per year, for purposes of attending occupational health and safety training courses, seminars or courses of instruction.

21.10 **Right to Refuse**

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

21.10.2 The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such refusal was warranted, the committee will notify the employer of any unsafe condition(s), and the employer will undertake suitable corrective measures, and report in writing to the committee of action he has taken. If such refusal was not warranted, the committee will meet with the workers affected, and report to them the reasons for its decision.

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

21.10.4 If the employer takes action against any worker (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the employer shows good and sufficient other reason for taking such action. A temporary transfer to other duties with no loss in pay or benefits during the employee's refusal will not be considered as discriminatory action.

21.11 **Provision of Information**

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

21.11.2 The employer will notify the committee and the **SGEU Labour Relations Officer responsible for servicing the Bargaining Unit** when the employer becomes aware of

- a) any Notice of Contravention it receives, and will notify both of the progress the employer is making towards remedying such Notice of Contravention,
- b) any fatality or serious bodily injury sustained by any employee,

- c) any dangerous occurrence that may have caused injury to any worker.

21.11.3 The employer will notify the **SGEU Labour Relations Officer responsible for servicing the Bargaining Unit** when the employer conducts or has conducted for it any investigation or study

- a) of the workplace where it may have a bearing on any occupational health and safety matter that may affect employees,
- b) of any accident or injury or dangerous occurrence,

and the employer shall promptly furnish the **SGEU Labour Relations Officer responsible for servicing the Bargaining Unit** with a copy of all interim and final reports prepared as a result of such investigation(s).

21.11.4 The employer will provide to the **SGEU Labour Relations Officer responsible for servicing the Bargaining Unit** any report the employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

## 21.12 **First Aid**

Adequate first aid supplies shall be made available in all Employer work sites and vehicles. Vehicles will also be equipped with winter emergency survival kits. The employer shall provide first aid training for all employees. The employer will provide and properly maintain a log book at each first aid station, in which all injuries and exposures to diseases or chemical substances will be recorded.

## 21.13 **Protective Clothing and Equipment**

Any necessary clothing and personal protective equipment will be provided and maintained by the employer at the employer's expense.

## 21.14 **Working Alone**

Where any worker works in relative isolation, the employer shall provide an effective means of checking on the well-being of the worker at intervals that are appropriate in the circumstances. Staff shall not be required to work alone with high needs clients(s) or with clients(s) with a history of violence.

Information and notification shall be provided only to staff who are required to work with clients that pose a health concern (e.g. Aids, Hepatitis, HIV, **Covid-19** etc.).

- 21.15           **Aggressive Client Conduct/Incident**
- 21.15.1        The employer shall not tolerate abuse or harassment. The employer shall take adequate precautions to protect the employees from any form of abuse by clients.
- 21.15.2        Aggressive client conduct shall be defined as any incident or threat of physical or verbal abuse, including harassment and intimidation.
- 21.15.3        The employer shall inform the responsible employees of a client's history of or potential for aggressive conduct.

- 21.16           **Transportation of Accident Victims**
- Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident shall be at the expense of the Employer.

- 21.17           **Recognition of Social Illness**
- 21.17.1        The Employer and the Union recognizes that alcoholism, drug abuse, and life related problems are health problems. Where necessary, sick leave benefits shall be granted for treatment on the same basis as now applied for other health problems.
- 21.17.2        Employees whose spouse is undertaking a rehabilitative program may apply for vacation time or leave of absence without pay to participate with her spouse in a rehabilitative program.
- 21.17.3        It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline, or the right to take disciplinary measures within the framework of the Collective Bargaining Agreement.
- 21.17.4        The Manager, the Union representative and the employee shall meet to discuss the situation and make appropriate arrangements.

**ARTICLE 22    TECHNOLOGICAL CHANGE**

- 22.1            It is recommended that in order to remain competitive in the industry, Diversified Services will normally, as circumstances dictate, keep abreast of technological developments.
- 22.2            In the event that the Diversified Services introduces changes by way of automation or mechanization in its operation, it is agreed that:
- a)        Should the Employer request an employee to improve their skills as a result of technological change, it shall be incumbent upon

the Employer to provide that training without cost to the employee.

- b) Employees with one or more years of seniority who are demoted to a lower classified job will have their rate retained for up to three months while retraining for another position and upon retraining will receive the rate of pay for the new position.
- c) Such retraining as may be required for a demoted employee will be on the job training in the normal manner through the exercise of his seniority.
- d) Employees with one or more years of seniority who are laid off as a result of such automation or mechanization will receive one week's pay for each full year of service. Affected employees may either accept severance pay or lay-off with recall rights but not both.
- e) Diversified Services will ensure that the Union is notified of any technological changes three months in advance whenever possible.

## **ARTICLE 23 TERMS OF AGREEMENT**

### **23.1 Duration**

The term of this Agreement shall be from **April 1, 2019 to March 31, 2022.**

### **23.2 Wage Re-opener**

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

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

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

### **23.3 Notice to Renegotiate**

Either party may, between sixty (60) days and one hundred twenty (120) days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate. Both parties shall adhere to the terms of this Agreement during collective bargaining.

At the commencement of negotiations, each party shall provide the other with its proposals to amend the Agreement, and neither party may later add new proposals without the other's consent.

23.4 **Agreement to Continue in Force**

Where written notice has been given pursuant to Article 23.3, the provisions of this agreement will remain in effect until a new agreement is concluded.

23.5 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement between the Union and Diversified Services at any time during the existence of this Agreement.

23.6 **Changes to Agreement**

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

## APPENDIX A - WAGES

<b>Effective April 1, 2019</b>			
<b>Classification</b>	<b>Start</b>	<b>900 hrs</b>	<b>1820 hrs</b>
Casual	\$22.50	N/A	N/A
Person Centred Support Worker	\$22.71	\$23.15	\$23.56
Supervisor	\$25.58	\$26.02	\$26.43

\*\*New Rate Increase - Casuals .3%; Person Centred Support Worker 1.25%; Supervisor 1.25%

<b>Effective April 1, 2020</b>			
<b>Classification</b>	<b>Start</b>	<b>900 hrs</b>	<b>1820 hrs</b>
Casual	\$22.70	N/A	N/A
Person Centred Support Worker	\$22.99	\$23.44	\$23.85
Supervisor	\$25.90	\$26.35	\$26.76

\*\*New Rate Increase - Casuals .9%; Person Centred Support Worker 1.25%; Supervisor 1.25%

<b>Effective April 1, 2021</b>			
<b>Classification</b>	<b>Start</b>	<b>900 hrs</b>	<b>1820 hrs</b>
Casual	\$22.90	N/A	N/A
Person Centred Support Worker	\$23.28	\$23.73	\$24.15
Supervisor	\$26.22	\$26.68	\$27.09

\*\*New Rate Increase - Casuals .9%; Person Centred Support Worker 1.25%; Supervisor 1.25%

### **April 1, 2021 - March 31, 2022**

**All current employees at date of signing of this agreement will receive a seventy cent (.70) per hour signing bonus for all hours worked between April 1, 2021 and March 31, 2022.**

## **APPENDIX B – PROCEDURE FOR HANDLING HARASSMENT COMPLAINTS**

- a) All complaints of harassment shall be covered under this procedure and dealt with in a serious manner.
- b) Leave without loss of pay for employees shall be allowed by the Employer for any proceedings under this procedure.
- c) All proceedings under this procedure are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this procedure unless directly related to the incident in question.
- e) In the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to Union representation.

### **Step 1 (Informal):**

- a) Any complaint may be lodged in confidence with a Union or management official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the alleged harasser of the complaint.
- b) The complaint shall be investigated by an independent investigator, and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

### **Step 2 (Formal):**

- a) A formal complaint shall be submitted concurrently in writing to the General Manager and to the Union.
- b) Upon receipt of the signed written complaint, the General Manager shall
  - i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace,
  - ii) advise the alleged harasser of the full details and scope of the complaint, name of accuser, and
  - iii) contact an independent investigator within five calendar days to investigate the complaint.

The independent investigator is to be selected from an agreed to list as established by negotiations or may be a different person who is mutually agreed to.

The Employer shall pay the fees and expenses of the independent investigator.

- c) It is agreed that as a general principle the alleged harasser be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity will be provided for all affected parties to be heard, in whatever manner is deemed appropriate by the independent investor.
- e) A response containing a decision and recommendations will be submitted in writing within 20 days of the Union and General Manager. This time limit may be extended by mutual agreement of the Union chairperson and General Manager.
- f) The independent investigator shall have jurisdiction to determine if there is harassment. If so, he/she shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. He/she shall also recommend a time frame for implementation on.

The independent investigator shall have the authority to determine whether a complainant is frivolous or vindictive and to recommend the appropriate course of action in such cases.

- g) As this process for resolution of a complaint is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.

**NOTE:** Confidentiality shall not preclude one's ability to investigate or accumulate information regarding any case investigated under this procedure.

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and MOOSE JAW DIVERSIFIED SERVICES INC.** 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 2nd day of November, 2022.

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

Signed on behalf of:  
Moose Jaw Diversified Services

Original Signed By:

\_\_\_\_\_  
Tricia Broomfield, Chair  
Bargaining Committee

Original Signed By:

\_\_\_\_\_  
Valerie Budd-Pritchard  
Executive Director

Original Signed By:

\_\_\_\_\_  
Norman Morrell  
Bargaining Committee

Original Signed By:

\_\_\_\_\_  
Vivian Gauvin  
Board Chairperson

Original Signed By:

\_\_\_\_\_  
Bernadette Lusney  
Labour Relations Officer

Original Signed By:

\_\_\_\_\_  
Calvin Cossette  
Assistant Manager/Program Director

Original Signed By:

\_\_\_\_\_  
Joe Pylatuk  
Labour Relations Officer

Original Signed By:

\_\_\_\_\_  
Heather MacNeill  
Assistant Manager/Program Director