

VALLEY HILL YOUTH TREATMENT CENTRE INC.

January 1, 2016 to
December 31, 2018

WORKING TOGETHER FOR SASKATCHEWAN

SGEU

Saskatchewan Government and General Employees' Union

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VALLEY HILL YOUTH TREATMENT CENTRE INC.

AND

SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 1578

JANUARY 1, 2016 TO DECEMBER 31, 2018

TABLE OF CONTENTS

PAGE

ARTICLE 1	INTERPRETATION	5
ARTICLE 2	SCOPE	6
ARTICLE 3	UNION SECURITY	7
3.1	Recognition.....	7
3.2	Work of the Bargaining Unit.....	7
3.3	Contracting Out.....	7
3.4	Union Membership.....	7
3.5	Check-Off	7
3.6	Monthly Statement.....	8
3.7	Income Tax (T-4) Slips	8
3.8	New Employees.....	8
3.9	Temporary Out-of-Scope Appointment.....	8
3.10	Union Representation.....	8
3.11	Bulletin Boards.....	8
ARTICLE 4	LABOUR / MANAGEMENT RELATIONS.....	9
4.1	Function of Labour Relations Committee.....	9
4.2	Function of Bargaining Committee.....	9
ARTICLE 5	RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	9
5.1	Employer Shall Notify Union	9
5.2	Copies of Motions.....	9
ARTICLE 6	GRIEVANCE PROCEDURE.....	9
6.1	Stewards.....	9
6.2	Names of Stewards	9
6.3	Permission to Leave Work.....	10
6.4	Procedure	10
6.5	Policy Grievance.....	11
6.6	Grievance on Safety	11
6.7	Failure to Act within Time Limits	11
6.8	Changes to the Agreement.....	11
6.9	Access to Grievance Information from Employer.....	11
6.10	Orderliness and Technical Objection	11
ARTICLE 7	ARBITRATION	12
7.1	Establishment and Composition of an Arbitration Board.....	12
7.2	Procedure of an Arbitration Board	12
7.3	Decision of an Arbitration Board	12
7.4	Expenses of an Arbitration Board	12
ARTICLE 8	DISMISSAL, SUSPENSION AND DISCIPLINE	13
8.1	Burden of Proof.....	13
8.2	Records of Employees.....	13
8.3	Letter of Reprimand	13
8.4	Suspension.....	13

TABLE OF CONTENTS

	PAGE
8.5 Demotion	13
ARTICLE 9 SENIORITY	14
9.1 Definition.....	14
9.2 Leave of Absence	14
9.3 Seniority Lists	14
9.4 Loss of Seniority	14
ARTICLE 10 APPOINTMENTS AND STAFF CHANGES	14
10.1 Filling Positions by Competition	14
10.2 Job Postings	15
10.3 Information on Posting	15
10.4 Notification of Successful Competition.....	15
10.5 Promotions or Appointments to Permanent Staff.....	15
10.6 On the Job Training	15
10.7 Probation	16
10.8 Subsequent Probation	16
10.9 Completion of Probation	16
ARTICLE 11 LAYOFF AND RECALL	16
11.1 Job Abolition and Lay-Offs.....	16
11.2 Method of Lay-Off.....	16
11.3 Options of Permanent Employees Who Have Received Notice of Position 16	16
11.4 Severance Pay	17
11.5 Maintenance of Benefits – Lay-Off.....	17
11.6 Method of Recall.....	17
11.7 Letter of Recall.....	17
ARTICLE 12 HOURS OF WORK	18
12.1 Hours of Work.....	18
12.2 Shift Trades	18
ARTICLE 13 OVERTIME	18
13.1 Definition.....	18
13.2 Compensation for Overtime	18
13.3 Voluntary Overtime	18
13.4 Call-In, Call-Back	18
13.5 Court Appearances.....	19
ARTICLE 14 DESIGNATED HOLIDAYS.....	19
14.1 Working on a Holiday.....	19
14.2 Designated Holidays.....	19
ARTICLE 15 VACATION LEAVE	19
15.1 Definition.....	19
15.2 Vacation Year	19
15.3 Vacation Credits	20

TABLE OF CONTENTS

	PAGE
15.4	Vacation Schedule.....20
15.5	Vacation Pay on Termination.....20
15.6	Vacation Approval.....21
ARTICLE 16	SICK LEAVE21
16.1	Definition.....21
16.2	Annual Paid Sick Leave.....21
16.3	Proof of Illness21
16.4	Leave of Absence While Sick21
16.5	Sick Leave for Casuals21
ARTICLE 17	LEAVE OF ABSENCE22
17.1	Union Business Leave22
17.2	Leave of Absence for Full-Time Union or Public Duties.....22
17.3	Bereavement Leave.....22
17.4	Pressing Necessity Leave23
ARTICLE 18	MATERNITY & PARENTAL LEAVE23
18.1	Jury Duty23
18.2	Educational Leave23
ARTICLE 19	DISCRIMINATION, HARASSMENT AND EMPLOYMENT
ACCOMMODATION23
19.1	Discrimination24
19.2	Anti-Harassment Policy Statement24
19.3	Employment Accommodation24
ARTICLE 20	PAY ADMINISTRATION25
20.1	Wages25
20.2	Increments.....25
20.3	Pay Periods25
20.4	Statement of Earnings25
20.5	Deductions.....26
20.6	Calculation of Sick Leave and Vacation.....26
20.7	Promotion26
20.8	Temporary Performance of Higher Duties26
ARTICLE 21	EMPLOYEE BENEFITS26
21.1	Benefits.....26
21.2	Pension Plan.....26
21.3	Employee Benefit Plan and Accidental Death and Dismemberment27
ARTICLE 22	TRAVEL AND ALLOWANCES27
ARTICLE 23	PERSONAL PROPERTY LOSS27
23.1	Meetings27
23.2	Legal Costs.....27
ARTICLE 24	TERMS OF AGREEMENT28

TABLE OF CONTENTS

	PAGE
24.1 Duration	28
24.2 Changes in Agreement	28
24.3 Notice of Changes	28
24.4 Agreement to Continue In Force	28
24.5 Retroactivity	28
SIGNING PAGE	29

ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this ____ day of _____, 2016.

between

VALLEY HILL YOUTH TREATMENT CENTRE 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 INTERPRETATION

- 1.1 The **Board** means the Board of Directors of the Valley Hill Youth Treatment Centre Inc.
- 1.2 **Casual Employee** means an employee who is called in as required and works on an hourly basis.
- 1.3 **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 1.4 **Day** for the purposes of this Collective Agreement, where not specified to the contrary, means calendar day.
- 1.5 **Demotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary rate of a lower maximum.
- 1.6 **Employee** or **Employees** means a person or persons to which the terms of this Agreement apply.
- 1.7 **Permanent Employee** means a person who has successfully completed the probation period and who has regularly scheduled shifts either on a full or part time basis.
- 1.8 **Executive Director** means the Executive Director of the Valley Hill Youth Treatment Centre Inc.
- 1.9 **Grievance Committee:** The stewards selected by the Union shall constitute the Union Grievance Committee.

- 1.10 **Pay Plan** means the scale of wages as contained within this Agreement and the rules governing its application.
- 1.11 **Part-Time Employee** means a person who has regularly scheduled shifts (days on and days off) and who does not work equivalent to full-time hours.
- 1.12 **Plural or Masculine/Feminine Terms May Apply:** Wherever the masculine gender is used in this Agreement, it shall be considered as if the feminine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.13 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 1.14 **Probation Period** means the probation period as stipulated on initial employment.
- 1.15 **Promotion** means the movement of an employee from a position in one (1) class to a position in another class with a higher maximum salary.
- 1.16 **Temporary** means a position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. The period of time may be extended by mutual agreement.
- 1.17 **Transfer** means the movement of an employee from one (1) position to another in the same or different class with a salary range having the same maximum.
- 1.18 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of the Valley Hill Youth Treatment Centre Inc.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees of the Employer, excluding the following:
- a) The Executive Director
 - b) The Clinical Supervisor

ARTICLE 3 UNION SECURITY

3.1 Recognition

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded by the Certification Order. The Employer agrees to negotiate with the Union or its designated bargaining representatives regarding matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer's 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.

3.2 Work of the Bargaining Unit

Except in cases mutually agreed upon by the parties, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

3.3 Contracting Out

The Employer agrees that no special projects (research, planning and evaluation) will take away from work or services performed by the employees and will not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part to any other person, company or non-union employee except where mutually agreed by the parties.

3.4 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in his employment, apply for and maintain membership in the Union as a condition of his employment.

3.5 Check-Off

The Employer agrees to deduct on behalf of the Union, when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The Employer shall remit such deductions to the Union prior to the tenth (10th) day of the month following the calendar

month in which such deductions is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

3.6 Monthly Statement

A monthly statement shall also be forwarded to the Union showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

3.7 Income Tax (T-4) Slips

At the same time that Income Tax (T-4) slips are made available the Employer shall type the amount of union dues paid by each member on their T-4 slip.

3.8 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and dues check-off.

A representative (Steward) of the Union shall be given an appropriate opportunity during working hours to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

3.9 Temporary Out-of-Scope Appointment

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his pay cheque and shall be entitled to all benefits and rights afforded by this Agreement.

3.10 Union Representation

The Bargaining Unit shall have the right, at any time, to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer. Costs will be reimbursed by the SGEU.

3.11 Bulletin Boards

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

ARTICLE 4 LABOUR / MANAGEMENT RELATIONS

4.1 Function of Labour Relations Committee

Where the parties hereto agree, or at the request of either party, a Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Valley Hill Youth Treatment Centre Inc.

The Committee shall be composed of designated representatives of the Employer and the Union.

4.2 Function of Bargaining Committee

All matters pertaining to the interpretation or application of this Collective Bargaining Agreement and other working conditions, etc., shall be referred to the Bargaining Committee to enable it to identify problems within this Agreement for discussion and possible resolution.

ARTICLE 5 RESOLUTIONS AND REPORTS OF THE EMPLOYER

5.1 Employer Shall Notify Union

The Employer agrees, where possible, that reports or recommendations which relate to conditions of employment and which effect employees within this bargaining unit shall be communicated to a Steward in time to afford the Union a reasonable opportunity to consider them before they are dealt with.

5.2 Copies of Motions

Employees shall be informed, in writing, of motions, resolutions, by-laws, rules and regulations adopted by the Board which may relate to working conditions, staff or matters covered by this Agreement, within seven (7) days of any meeting.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Stewards

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

6.2 Names of Stewards

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

6.3

Permission to Leave Work

- a) Any employee who feels that he/she has been aggrieved may discuss the complaint with the appropriate union representative. Suitable arrangements for an appropriate time and place for such discussions must be made between the employee and the supervisor.
- b) The Employer agrees that a steward or elected officer of the Union may leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and place for such discussion must be made between the supervisor and the Union steward.
- c) Leaving the facility may compromise client safety. This shall only occur when client safety can be assured and there is an adequate number of staff to ensure this.

6.4

Procedure

An earnest effort shall be made to settle grievances in the following manner:

- a) **Step 1**
When an employee or steward feels that a condition of the Collective Agreement has been violated, an informal discussion shall occur as an initial step to resolve the issue. If resolved, this shall be documented and a copy provided to each party.
- b) **Step 2**
The grievance shall be submitted in writing by the aggrieved and/or by the Union, on behalf of the aggrieved to the Executive Director within fourteen (14) calendar days of discovery of cause for a grievance. The Executive Director shall render a decision, in writing, within fourteen (14) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director.
- c) **Step 3**
If a satisfactory settlement cannot be effected at Step 2, the Union may, within fourteen (14) calendar days submit the grievance to the Chairperson of the Board or designate who will render a decision in writing within fourteen (14) calendar days of receipt of the grievance at Step 2.

d) **Step 4**

Failing satisfactory settlement of the grievance at Step 3 the parties agree to refer the matter to mediation.

e) **Step 5**

If a satisfactory settlement cannot be effected at Step 4, the matter may be referred to Arbitration by the Union within twenty-eight (28) calendar days.

6.5 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

6.6 Grievance on Safety

An employee, or a group of employees, who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the second Step of the Grievance Procedure for preferred handling.

Every effort shall be made to resolve this issue at the OH&S committee level as an initial step.

6.7 Failure to Act within Time Limits

If the Employer or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not have deemed to have prejudiced their position on any future identical grievance. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on the party to show a justifiable reason for its failure to adhere to such time 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 agrees to provide to the Grievance Committee relevant payroll and other information, when requested in writing and accompanied by signed authorization, of the employee concerned.

6.10 Orderliness and Technical Objection

No grievance shall be lost as a result of formal or technical objections. Arbitration Boards shall have the power to allow all pertinent information about the grievance in order to determine the merits of the matter in

dispute and to render a decision according to equitable principles and natural justice.

ARTICLE 7 ARBITRATION

7.1 Establishment and Composition of an Arbitration Board

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The arbitrator will be selected from a list of qualified individuals. The list shall be established by the parties to this Agreement.

7.2 Procedure of an Arbitration Board

The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than eight (8) calendar days after it has been constituted, unless by consent of both parties the date is changed.

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

Witnesses shall be paid by the party calling them. Board witnesses' costs shall be shared equally by the parties.

7.3 Decision of an Arbitration Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

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

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

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within eight (8) days.

7.4 Expenses of an Arbitration Board

Each party shall pay the fees and expenses of the Arbitrator it appoints. The fees and expenses of the Chairperson and any other common expense, shall be shared equally by both parties. If one of the parties is wholly responsible for a delay, cancellation fees, shall be paid by the party responsible.

ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE

Any employee may be dismissed or suspended, but only for just cause, and only upon the authority of the Employer. In the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:

8.1 Burden of Proof

In cases of **discipline**, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after twenty four (24) months following a suspension or disciplinary action in any future suspension or disciplinary action. After twenty-four (24) months such documentation shall be removed from the employee's file.

8.2 Records of Employees

Personnel records of an employee shall be open to his scrutiny, upon request, and in the presence of the Employer at a mutual agreeable time and place. A Union representative, upon request in writing by the employee, shall have access to the file.

8.3 Letter of Reprimand

Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the employee. Such letters shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union, unless otherwise specified by the employee.

8.4 Suspension

The employee will be given notice of suspension and reasons in writing. A copy of the letter will be supplied to the Union.

8.5 Demotion

Demotion for disciplinary purposes shall be undertaken on the basis of thirty (30) days' notice. Notice of intention to demote shall be given to the employee, in writing, and shall be set out in detail the reasons therefore. A copy of the notice shall be supplied concurrently to the Union.

In cases of suspension, dismissal or demotion, the employee will be informed, in writing, of the reasons for the action.

The steward shall be entitled to be present during dismissal, disciplinary or other meetings convened for the purpose of employee evaluations.

ARTICLE 9 SENIORITY

9.1 Definition

Seniority of an employee is defined as a total accumulation of hours worked in service of the Employer.

Seniority for casuals shall be based on the actual number of hours worked.

9.2 Leave of Absence

All employees shall continue to accumulate seniority on authorized unpaid leaves of absence.

However, in cases of illness accumulation will continue so long as the employee is in receipt of Sick Leave and/or Long Term Disability Benefits.

9.3 Seniority Lists

The Employer shall maintain a seniority list of all employees indicating the total hours of service and date of employment. Such list shall be sent to the Union in January of each year and remain posted on bulletin board for the balance of the year.

9.4 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not reinstated.
- b) Resignation
- c) Continuous lay-off due to lack of work for a period in excess of one hundred and eighty (180) days.
- d) Failure to return to work immediately following the completion of a leave of absence or within Three (3) days' notification by the Employer to return to work following a lay-off, unless, in either case the employee can show a justifiable reason for failure to report to work.

ARTICLE 10 APPOINTMENTS AND STAFF CHANGES

10.1 Filling Positions by Competition

All vacancies and new positions covered in-scope of this Agreement which the Employer wishes to fill shall be subject to in-service competition.

10.2 Job Postings

Job competitions shall allow ten (10) working days for applications to be submitted and shall be announced in the form of a bulletin posted in the Employer's office.

10.3 Information on Posting

The bulletin shall set out the following information:

- a) Name of position
- b) A brief description
- c) Qualifications required
- d) Salary Range
- e) Hours of work
- f) Deadline date for application and other pertinent information.

10.4 Notification of Successful Competition

Following the closing date for the receipt of applications, the Board shall notify the Union of the appointment of the successful applicant and any other applicants within the Bargaining Unit.

10.5 Promotions or Appointments to Permanent Staff

In filling any position, by competition, knowledge, skills and ability shall be the basis for determining qualifications relevant to the position, and shall determine the qualified candidate. Of those so qualified, the most senior will be appointed to the position within thirty (30) days after the closing date of the bulletin, unless mutually agreed upon by both parties.

10.6 On the Job Training

The Employer shall, where it deems appropriate and based on the resources, establish and maintain a system of on the job training and/or education so that employees shall be able to qualify for promotion or transfer.

- a) New staff and casuals shall have a designated training and orientation program at the Employer's expense.
- b) The Employer shall maintain on going staff participation in seminars and related meetings to maintain and upgrade skills. Time spent either travelling or participating in compulsory training shall be considered as time worked. Staff who are unavailable to

work a shift due to travelling or participating in compulsory training shall be paid for their scheduled shift.

- c) With prior approval of the Executive Director, agreed upon costs incurred in non-compulsory training will be paid by the Employer. Failure to complete additional non-compulsory training may require reimbursement by the employee if the employee had requested to take the course.

10.7 Probation

All employees will serve an initial probationary period of 1040 worked hours.

Probationary periods may be extended for unsatisfactory work performance to allow additional time for evaluations or education.

10.8 Subsequent Probation

Upon appointment to a higher paid position employees will serve a subsequent probation of 1040 hours.

10.9 Completion of Probation

At the successful completion of the trial period, the employee shall be so informed in writing.

ARTICLE 11 LAYOFF AND RECALL

11.1 Job Abolition and Lay-Offs

It is agreed that the Board will inform the Union, in advance, of any need for lay-offs and all instances of job abolition.

The Employer will inform the Union thirty (30) days in advance to the employee receiving notification of any position abolishment(s).

Notice periods to employees shall be in accordance with the Saskatchewan Employment Act.

11.2 Method of Lay-Off

Both parties recognize that job security shall be increased in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off in the reverse order of bargaining unit-wide seniority.

11.3 Options of Permanent Employees Who Have Received Notice of Position

Abolishment

An employee who holds permanent status in the position which is being abolished shall have the right to exercise any one of the following options:

- a) to go on lay-off and thereafter be entitled to exercise re-employment rights;
- b) to retire; if eligible; or
- c) to resign and receive severance pay

11.4

Severance Pay

A permanent employee who resigns as a result of actions taken under job abolishment only shall be entitled to receive severance pay on the basis of one week's pay for each year of the first eight (8) years of service or portion thereof, and two weeks' pay for each year of service or portion thereof beyond eight. Severance pay is a payment to an employee to ease the effects of involuntary separation through job abolishment. It is not compensation for past services.

Eligible years for the purpose of severance pay will include all continuous employment with the Employer. One week per year of service [one year is 2080 hours for part time workers or portion thereof].

11.5

Maintenance of Benefits – Lay-Off

When an employee is laid off on account of lack of work and returns to work, that employee shall retain their existing accumulated benefits and seniority at the time of lay-off if the employee returns within six (6) consecutive months.

11.6

Method of Recall

Employees shall be recalled in the order of their seniority for their former position or any position for which they are qualified. No new employee shall be hired until those laid off have been given an opportunity to be recalled.

11.7

Letter of Recall

Employees being recalled from lay-off shall be notified by registered mail addressed to the last known address of the employee concerned.

It shall be the responsibility of the laid off employee to keep the Employer advised of their current address.

ARTICLE 12 HOURS OF WORK

12.1 Hours of Work

The regular daily hours of work shall be eight (8) consecutive hours per shift, or 40 hours per week.

Hours of work schedules shall be agreed to between the parties to the Agreement.

12.2 Shift Trades

Employees shall not trade shifts in a manner which would result in overtime compensation. All trades shall be made with prior approval of management and with a minimum advance notice of 7 calendar days.

ARTICLE 13 OVERTIME

13.1 Definition

All authorized time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.

In addition, all time worked on a statutory holiday shall be considered overtime.

13.2 Compensation for Overtime

Overtime worked shall be paid at the rate of time and one-half (1 ½).

Overtime shall be paid out or banked as time-off in lieu at the employee's request. Time off in lieu may be taken off by mutual agreement between the Employer and the employee.

All accumulated unused time in lieu shall be paid out quarterly (1/4), to the employee unless an alternate arrangement is mutually agreed to.

Each employee shall ensure that all accumulated time is exhausted within the quarter that it is earned.

13.3 Voluntary Overtime

Except in emergent circumstances, employees shall not be required to work overtime against their wishes.

13.4 Call-In, Call-Back

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

An employee who is required to attend a meeting scheduled by Valley Hill Youth Treatment Centre Inc., which occurs outside regular working hours, shall be paid at the applicable overtime rate for time spent.

13.5 Court Appearances

An employee who is required to attend a scheduled court appearance, on behalf of Valley Hill outside his regular working hours, shall be paid at regular rates of pay unless overtime is required as per Overtime Article.

ARTICLE 14 DESIGNATED HOLIDAYS

For the purpose of this Agreement, designated holidays shall mean - New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan (Civic) Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

All full-time employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate.

14.1 Working on a Holiday

An employee who is required to work on a designated holiday shall be paid at the rate of time and one half (1 ½) or shall be eligible for an equivalent number of hours with pay at a time mutually agreed upon by the employee and the Employer for any shift which begins during the designated holiday.

14.2 Designated Holidays

All employees who work on a designated holiday that is also a scheduled day of rest shall be entitled to one and one half time (1.5) plus a day will be banked for time off with pay at a time mutually agreed upon by the Employer and the employee.

ARTICLE 15 VACATION LEAVE

15.1 Definition

Vacation means annual vacation with pay.

15.2 Vacation Year

Means the twelve (12) month period commencing on the 1st day of April in each calendar year and concluding on the 31st day of March of the following calendar year unless prior agreement provides alternate dates.

15.3

Vacation Credits

Vacation credits shall be earned on the following basis:

<u>Years of Continuous Employment</u>	<u>Annual Leave</u>
1 – 5 years	Three (3) Weeks
6 – 9 years	Four (4) Weeks
10+ years	Five (5) Weeks

- a) Part-time employees shall earn annual vacation leave credits on a prorated basis.
- b) Casual - 5.77 % of their earnings is the rate for all casual employees.
- c) The vacation entitlement contained herein will be taken by all the employees annually, subject however to the provision that the employees may make application to the Employer for carryover of the entitlement to the following year. Carryover of up to five (5) days shall be approved.
- d) In addition, the Employer may approve the carryover of any additional days of vacation. These additional days must be taken during the year it was intended to be used.
- e) Permanent part time employees shall accumulate years of credit based on 2080 hours worked.

15.4

Vacation Schedule

Wherein, in respect of any period of vacation leave, an employee is:

- a) Granted sick leave for an illness which would confine the employee for a duration of five (5) days, or would confine the employee in a recognized hospital.
- b) A medical certificate substantiating proof of illness and admission shall be required.
- c) The period of vacation, so displaced by any of the aforementioned, shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

15.5

Vacation Pay on Termination

When leaving the service of the Employer an employee will be paid all accumulated vacation pay.

15.6 Vacation Approval

Annual vacation shall be regulated by mutual agreement between the Employer and the employee.

ARTICLE 16 SICK LEAVE

16.1 Definition

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable.

16.2 Annual Paid Sick Leave

Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 1/4) working days per month (one hundred and twenty (120) hours per year) and is non-accumulative yearly.

16.3 Proof of Illness

A medical certificate(s) may be required from employees reporting sick in excess of three (3) days. If a medical certificate is required, such a certificate will be requested during such illness and delivered within three (3) days of returning to work. Costs incurred will not be reimbursed by the Employer.

16.4 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work or for a period of one (1) year. Such leave shall be reviewed annually. Such an employee shall not displace an employee with more seniority.

Seniority shall be earned while on leave of absence while sick.

16.5 Sick Leave for Casuals

Casual employees are not entitled to sick leave benefits but may request a record of employment to receive benefits.

ARTICLE 17 LEAVE OF ABSENCE

17.1 Union Business Leave

Members of the Union appointed as delegates to attend a convention or business meeting, in conjunction with Union affairs, shall be granted leave of absence subject to reimbursement to the Employer to attend such meetings.

The Employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the Employer, during regular assigned hours. The Employer agrees to continue to pay normal salary and benefits to employees delegated, on a short-term basis of one (1) month or less to attend to Union business and that the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:

- a) Actual lost wages. Union leaves of absence shall be subject to the regular operation of the facility and the ability to provide client care.
- b) Employer's share of unemployment Insurance premiums.
- c) Employer's share of Canada Pension contributions.
- d) Employer's share of premiums any for benefits (if any).

Continuous leave of absence for Union Business, in excess of one (1) month, will be charged to the Union as per above, plus the portion of annual vacation, sick leave, and statutory holiday accrued over the period of time.

17.2 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed for each year during the term of office. Upon return to work, persons taking leave under this Clause shall have seniority for the period of leave restored.

Union leaves of absence shall be subject to the regular operation of the facility and the ability to provide client care.

17.3 Bereavement Leave

An employee shall be granted leave of absence with pay and without loss of benefits in the event of bereavement in an employee's immediate family. This shall include spouse, brother, sister, child, parent, grandparent, grandchild, and in-law.

- a) Such leave shall consist of up to 4 working days in the event of the death of the spouse, parent, sibling, child, grandparent or grandchild.
- b) Up to 2 working days in the event of the death of a mother or father -in-law, sister, brother, son or daughter-in-law, aunt, uncle, niece, or nephew.
- c) In addition, in so far as the operation of the centre permits, the employee may access vacation, earned time, or unpaid leave of absence if require.

17.4 Pressing Necessity Leave

An employee shall be granted leave without pay for pressing necessity. Pressing necessity shall be approved by the Employer defined as a sudden or unusual occurrence that could not, by the exercise of reasonable judgement, have been foreseen by the employee and requires the employee's immediate attention. The employee may elect to use other entitlements such as vacation or earned time.

ARTICLE 18 MATERNITY & PARENTAL LEAVE

Will be administered as per the Saskatchewan Employment Act.

18.1 Jury Duty

Time spent by an employee required to serve as a juror shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

18.2 Educational Leave

Employees may be granted Educational Leave without pay to pursue training directly related to job duties at the approval of the Executive Director. For such leave, not exceeding one (1) year, employees shall continue to accumulate all benefits.

If the Educational Leave is required by the Employer, then said leave will be with full pay. The Employer also agrees to cover cost of tuition and books.

ARTICLE 19 DISCRIMINATION, HARASSMENT AND EMPLOYMENT ACCOMMODATION

The following shall be determined as per the following: The Saskatchewan Employment Act and The Saskatchewan Human Rights Code (SHRC) or any other applicable legislation:

19.1 **Discrimination**

There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, transfer, lay off, recall, discipline, classification discharge or otherwise by reason of mental illness, age, race, creed, color, national origin, religious or political affiliation or action, sexual orientation, sex or marital status, family relationship, place of residence, physical handicap, nor by reason of activity in the Union or any other reason within the context of Human Rights.

19.2 **Anti-Harassment Policy Statement**

Harassment is illegal under The Saskatchewan Human Rights Code and The Saskatchewan Employment Act. It is the Employer's responsibility to provide a workplace free from harassment.

Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within The Saskatchewan Human Rights Code and The Saskatchewan Employment Act.

19.3 **Employment Accommodation**

The Saskatchewan Human Rights Code (SHRC) protects the right of individuals to fully participate in employment activities without discrimination. Accommodation may be required to ensure these rights.

The Employer has a legal responsibility under the Human Rights Code to:

- a) Make reasonable accommodations, in an employee's current position if possible;
- b) Explore all options for reasonable accommodation; and
- c) Ensure that on-going accommodation efforts meet the requirements for accommodation as per the Human Rights Code.

Failure to provide appropriate employment accommodation, short of undue hardship, is a contravention of the Saskatchewan Human Rights Code.

ARTICLE 20 PAY ADMINISTRATION

20.1 Wages

The wage schedule covering employees occupying positions in the classification plan shall be as follows:

		3%	3%	3%
Valley Hill	1	2	3	4
Administrative Assistant	19.57	20.16	20.76	21.38
Community Liaison	20.60	21.22	21.85	22.51
Addictions Worker	25.39	26.15	26.94	27.74
Recreation Worker	18.65	19.21	19.79	20.38
Youth Worker	20.60	21.22	21.85	22.51
Youth Worker 2	21.85	22.51	23.18	23.88
Night Support (pt)	20.00			
Head Cook	24.72			
Head Cook 2	18.48	19.03	19.61	20.19
Assistant Cook	16.48	16.97	17.48	18.01
Housekeeper/Laundry Worker	15.45	15.91	16.39	16.88
Teacher Therapist	41.20	42.44	43.71	45.02

The Employer agrees to add economic increases provided by Government to the wage scales in 2017 and 2018.

20.2 Increments

All employees shall be entitled to an annual increment upon completion of two thousand and eighty (2080) hours of work. No employee shall be appointed to other than an indicated range step.

Casual employees shall receive the increment as per wage scale after successful completion of 2080 hours of work.

20.3 Pay Periods

Employees shall be paid biweekly.

20.4 Statement of Earnings

Every employee shall have access to a statement, showing the gross amount earned, itemized deductions and net amount payable.

20.5

Deductions

The Employer shall only make deductions required by law or agreed to within the Collective Agreement from employees pay or upon consent of the employee in writing.

The list of allowable deductions are Employment Insurance, Canadian Pension Plan, Saskatchewan Tax, Federal Tax, Union Dues and Pension.

20.6

Calculation of Sick Leave and Vacation

For the purposes of computing sick leave and vacation entitlement, an employee who commences employment during the month, will receive credit for the month's service calculated on a pro-rated basis.

20.7

Promotion

On promotion of an employee, his/her rate of pay shall be at the minimum of the new pay range for the new class. The employee shall be placed on the appropriate grid but not at a lower rate of pay than their previous rate of pay.

20.8

Temporary Performance of Higher Duties

The employee shall be placed on the appropriate grid but not at a lower rate of pay than their previous rate of pay. This shall be for a minimum time period of performing the duties for a minimum of 10 working days and at the assignment of the director or designate.

ARTICLE 21

EMPLOYEE BENEFITS

21.1

Benefits

The benefit package will remain in effect until the parties to this Agreement agree to change it.

21.2

Pension Plan

The parties agree to provide a pension plan or RRSP at the following contribution level.

The employee monthly contribution rate shall be seven point five (7.5) percent of an employee's monthly salary. A matching seven point five (7.5) per cent of an employee's monthly salary will be contributed monthly by the Employer.

21.3 Employee Benefit Plan and Accidental Death and Dismemberment

Group Life Insurance

The Employer shall pay fifty (50) per cent of the premium cost of the above identified plan. The benefit will be three (3) times the employee's annual salary for natural death and six (6) for accidental death.

ARTICLE 22 TRAVEL AND ALLOWANCES

As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is required, the employee may, with the approval of the Director, elect to use his own automobile as per Public Service Commission rates.

ARTICLE 23 PERSONAL PROPERTY LOSS

Employee's personal property loss or damage, by action of a client, shall be replaced or repaired or cleaned at the expense of the Employer, if the employee was not negligent in the performance of his/her duties.

Employees shall ensure that their personal property [purses, jewellery, cell phones, etc.] which is not on their person is stored in a secure area.

23.1 Meetings

The Employer and the Union agree to meet and to co-operate in resolving all unsafe hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

23.2 Legal Costs

Except where an employee has been considered to have been negligent (or whose performance is considered one of gross misconduct) the Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of performing his duties for the Employer. In such a suit, the Employer retains the right to appoint the legal advisor for such an employee.

ARTICLE 24 TERMS OF AGREEMENT

24.1 Duration

This Agreement shall be binding and remain in effect from January 1, 2016 to December 31, 2018 and shall continue from year to year thereafter unless either party gives the other party notice, in writing and in accordance with this Agreement, that it desires to negotiate amendments.

24.2 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.

24.3 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice, in writing, to the other party.

24.4 Agreement to Continue In Force

Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

24.5 Retroactivity


All aspects of this new Agreement shall be adjusted retroactively to the date this Agreement is signed and will apply to persons currently employed at the Valley Hill Youth Centre Inc. Former employees will not be entitled to retroactive wage payments.

SIGNING PAGE

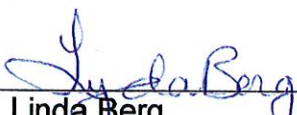
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and VALLEY HILL YOUTH TREATMENT CENTRE INC. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 4th day of January, 2016.

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


Barry Nowoselsky
Chair of the Public Service Sector

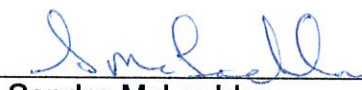
Signed on behalf of:
Valley Hill Youth Treatment
Centre Inc.


Linda Berg
Chair of the Board


Patrick J. Sander
Labour Relations Officer


Joan Breland
Member of the Board


Kevin Yates
Labour Relations Officer


Sandra McLachlan
Director of Human Resources