

COLLECTIVE BARGAINING AGREEMENT

Between Saskatoon Interval House, Inc. and
Saskatchewan Government and General Employees' Union



EFFECTIVE
April 1, 2023 to
March 31, 2030



Saskatoon
Interval
House

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SASKATOON INTERVAL HOUSE INC.

AND

SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5164

APRIL 1, 2023 TO MARCH 31, 2030

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT

between

**SASKATOON INTERVAL HOUSE INC.
hereinafter referred to as "the Employer"**

and

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

PREAMBLE

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

- a) To maintain and improve harmonious relations between the Employer and members of the Union.
- 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 public.
- f) To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.
- g) **To exercise their respective rights reasonably and in good faith.**

MANAGEMENT RIGHTS

Subject to the terms of this Agreement, it is the function of the Employer to:

- a) Direct the working force.
- b) Operate and manage its business in all respects.
- c) Hire, select, transfer, promote, or lay-off because of lack of work.
- d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees, which rules and regulations shall primarily be designed to safeguard the confidentiality and interests of the clients and the efficiency of the Agency's operations.
- e) Promote, demote, discipline, suspend and discharge any employee provided, however, that any such action shall be subject to the Union Agreement provided herein.

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

ARTICLE 1 INTERPRETATION

- 1.1 **A Day** is a calendar day for the purpose of this Agreement.
- 1.2 **Bargaining Committee** means representatives duly elected from the membership of SGEU of Saskatoon Interval House Inc.
- 1.3 **Casual Employee** means an employee who is called in by seniority to replace a Full-Time employee who is absent from work for a period not to exceed six (6) weeks.
- 1.4 **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.
- 1.5 **Demotion** is defined as the movement of an employee from a position in one (1) classification to a position in another classification with a salary rate of a lower maximum.
- 1.6 **Executive Director** means the Executive Director of Saskatoon Interval House Inc.
- 1.7 **Employee or Employees** means a person to which the terms of this Agreement apply as indicated in Articles 2.
- 1.8 **Employer** means the Community based non-for-profit corporation known as Saskatoon Interval House Inc.
- 1.9 **Fiscal Year** is defined as April 1st to March 31st of any year.
- 1.10 **Full-Time Employee** means an employee who has been appointed to a full-time position.
- 1.11 **Pay Plan** is as contained in Schedule A of this Collective Agreement.
- 1.12 **Permanent Employee** means an employee who has successfully completed the required probationary period.
- 1.13 **Position Classification Plan** means and includes the classification of positions, the classification specifications and the rules for the continuous administration of the amendments thereto.
- 1.14 **Pro-rata Basis** means prorated according to the time worked while employed, as a percentage of time worked by full-time employees in the same classification.
- 1.15 **Temporary Employee** is one who is hired on a temporary basis for a full-time or part-time position.

- i) for a specific job of more than three (3) months and less than one (1) year or;
- ii) to replace a full-time or part-time Employee who is on an approved leave of absence for a period in excess of three months; or
- iii) to replace a full-time or part-time Employee who is on a leave due to illness or injury where the Employee on leave has indicated to the Employer that the duration of such leave will be in excess of three (3) months.

Employees holding a temporary position shall be entitled to two weeks' notice should their position be no longer required. A Temporary Position can be extended beyond one year with the consent of the union.

- 1.16 **Transfer** means the movement of an employee from one (1) position to another in the same classification with a salary having the same maximum.
- 1.17 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Saskatoon Interval House Inc.
- 1.18 **Union/Management Committee (UMC)** means a group of designated Union and Management representatives that meet on a regular basis in a proactive manner to ensure harmonious working relationships.

ARTICLE 2 SCOPE

- 2.1 The terms of this Agreement shall apply to all employees of the Saskatoon Interval House Inc. except:
- 2.2 The Executive Director.
- 2.3 Administrative Assistant.
- 2.4 Project Employees.
- 2.5 Assistant Director.

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. 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 aiming toward a peaceful and amicable settlement of any differences that may arise between them.

3.2

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.

3.3 Work of the Bargaining Unit

Except for the Executive Director, Assistant Director and in the 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.

All new classifications or new positions within the scope of this agreement shall be posted.

3.4 No Contracting Out

The Employer agrees that all work or services performed by the Employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employee, except where mutually agreed by the parties.

3.5 Non-Discrimination

Human Rights: The Employer agrees that there shall be no discrimination, interference, **harassment** restriction or coercion exercised or **practiced** with respect to any worker in the matter of hiring, wage rates, training up-grading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, **perceived** race, creed, colour, **nationality, place of origin, ancestry citizenship**, religion, political or religious affiliation or activity, **gender identity, gender expression, transsexual transition status, transsexual/transgendered identification, sex, sexual preference, orientation or identification**, marital status, family status, , parental

status; number of dependents; pregnancy, place of residence, social condition, disability or disabilities, academic affiliations or orientations, physical appearance, or the association with others similarly protected nor by reason of their membership or activity in the Union or any other reason within the context of human rights.

3.6 Refusal to Cross Picket Lines

The Employer agrees that no worker shall be required to cross a picket line. The Employer agrees that it will not request, require or direct workers to perform work resulting from strikes that would normally have been carried out by workers involved in the strike(s).

3.7 Union Membership

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

3.8 Union Dues

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.

The Employer shall provide with the due submission a list of names, classifications and addresses of those who incurred the deductions.

3.9 Monthly Statement

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

The Employer shall provide the information electronically.

The Union shall provide the electronic template to the Employer.

Note: The electronic submission of information is subject to the compatibility of the Employer's computer system. If it is not compatible the information will be submitted by mail.

3.10 **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 Union member on their T-4 slip.

3.11 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect.

A Steward of the Union shall be given one (1) hour to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

3.12 **Meeting Room**

The Employer agrees to designate a meeting room which will be available to staff for staff and/or Union meetings. Such access will not be unreasonably withheld.

3.13 **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. **The Employer shall allow the Union access to their work email for the purpose of internal communications and to distribute information of interest to the employees. The Union agrees to not post any material that may be defamatory to the Employer.**

ARTICLE 4 UNION/MANAGEMENT RELATIONS

4.1 **Joint Union Management Committee (UMC)**

A joint committee shall be set up to deal with such matters of mutual concern as may arise from time to time. The committee shall endeavour to meet once every six months. Earlier meetings may be scheduled upon request by either party.

4.2 **Composition of Committee**

The Committee shall be composed of an equal number of representatives of the Union and the Employer.

4.3 Meeting as Required

The Committee shall meet as and when required upon request of either party, within fourteen (14) days.

4.4 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matters of collective bargaining, but will review the administration of this Collective Agreement.

4.5 Contact at Work

Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. Matters relating to this clause will be held forthwith and be dealt with in a reasonable period of time.

4.6 Short Term Union Leave

The Employer agrees to grant representatives of the Union leave of absence without pay to attend the Union conventions or to perform other functions on behalf of the Union.

4.7 Union Meetings

The Employer agrees that the workers have the right to meet and discuss Union business at the work place during working hours provided such meetings will not exceed two (2) hours per month and minimum office routines are maintained.

4.8 Stewards

There shall be a Steward elected by the workers in each work place, to see that the provisions of this Agreement are adhered to. Management will be informed in writing of the current Stewards.

4.9 Recognition

The Employer recognizes the Stewards elected by the Union.

4.10 Meeting with the Employer

When the Employer wishes to discuss unsatisfactory work habits with a worker or if a worker is uncomfortable with an interview, the worker shall have the right to be accompanied by a Steward or other Union representative, where circumstances permit.

4.11 **Without Loss of Pay**

The Stewards shall investigate and process grievances or confer with representatives of the Union during working hours, without loss of pay, provided that minimum office routines are maintained.

4.12 **Job Postings**

The vacant position shall be posted on the Union bulletin board in the office for at least ten (10) working days. Outside posting may be carried on simultaneously.

4.13 Copies of such notices shall be sent to workers. It shall be the responsibility of the employee to keep the Employer informed of their current address.

4.14 All applications shall be in writing.

4.15 In the event a vacancy occurs within the Bargaining Unit, the applicant with the most seniority with the Employer and having the necessary qualifications, knowledge, education and skills to do the job shall be appointed to the position.

4.16 Each employee shall be provided with a letter of appointment, including a copy of this Agreement and the terms of employment upon hiring. The Employer will submit a copy of the letter concurrently to the Union.

4.17 **Trial Period For Transfer or Promotion**

Employees who are currently employed who successfully bid into a new position shall be considered on a trial period in their new position for the first 320 hours worked in the new position. During this trial period, the Employee may be returned to their former position if not considered capable or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay.

This trial period may be extended on one (1) occasion only, up to a maximum of 320 hours when mutually agreed between the Employer and the Union. It is agreed that the circumstances warranting the extension, the improvements expected by the Employer and the duration of the trial extension period will be communicated in writing to the Employee on the trial period prior to the expiration of their first 320-hour trial period.

4.18 **Personnel Policies**

The Employer will provide a copy of the personnel policies, as they are developed and any changes made thereto, the Saskatoon Interval House Inc., Bargaining Chair and the Union office. A copy

will be made available for the employees. Any policy with respect to the Union Security or other areas of the Collective Agreement, will be drafted in consultation with the Bargaining Committee. Such policies shall not be inconsistent with this Collective Agreement.

4.19 Probation Periods

4.19.1 Initial Appointments

All employees shall serve a one (1) year probationary period from first day worked. The Employer shall evaluate the job performance of each initial probationary employee at the end of the five (5) and eleven (11) month periods.

Such evaluations shall be written and given to the employee at a specific meeting called to discuss the job performance. Should the Employer fail to perform the evaluations at the proper time, the employee shall be deemed to have passed.

The initial probationary period may be extended by mutual agreement.

Should the Employer decide to terminate the employee, the employee shall be given the reasons prior to their termination and an opportunity to respond.

4.19.2 Subsequent Probation

On subsequent appointment to a permanent or higher paid positions, the probationary period shall be six (6) calendar months. The employee shall have the right to revert to their former position on request or upon failure of the subsequent probationary period. The Employer shall evaluate the job performance at the end of the three (3) and five (5) month periods. Probationary periods shall only be required once in a given classification.

The probationary period may be extended by mutual agreement.

4.19.3 Casual employees shall serve a probation period of one (1) year or seven hundred (700) hours worked whichever is less noting that employees must work a minimum of six (6) shifts every six (6) months as per Article 9.4 c).

ARTICLE 5 STRUCTURAL CHANGE

5.1 Conditions Required for Lay-Offs

Should any permanent position be threatened with elimination as a result of declining funding or program termination, the Parity Committee of employees and representatives of the Employer shall be constituted

within forty-eight (48) hours of the Employer receiving notice of cuts in program funding which could necessitate the lay-off of employees. The Parity Committee will be empowered to investigate the finances of the Agency to determine priorities and make recommendations to the Employer as to possible cutbacks in non-staff related expenditures.

a) **Order of Lay-Off**

- i) In the event of lay-off, the order of lay-off will be according to least seniority first.
- ii) A worker subject to lay-off shall have the right to exercise bumping (displacement) rights on the basis of **their** seniority and qualifications.

b) **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 employees shall be hired until those laid-off have been given an opportunity to be called.

c) **Recall List**

In the case of lay-off, a recall list, based on seniority by job classification shall be established and copies of current recall lists shall be maintained by the Employer.

d) **Work plans shall be amended to reflect reduced staff numbers.**

e) **Notice of lay-off shall be one (1) month.**

f) **It is understood by the parties that pay may be made in lieu of notice.**

g) **Notice of Current Address**

It shall be the responsibility of the employee, on the recall list, to keep the Employer informed of **their** current address.

h) **Seniority of Recalled Workers**

Seniority shall resume on being recalled.

5.2 **Length of Recall**

A worker shall be on the recall list for a period of one (1) full fiscal year.

5.3 **Notice of Recall**

Notice of recall shall be made by telephone or, if unsuccessful, by registered mail to the last address of the worker known by the Employer. A copy shall be sent to the Union office.

Failure or refusal to reply to the recall or refusal by the worker to accept work similar to that done prior to the layoff shall cause all recall rights to be forfeited.

5.4 Copies of Motions

Copies of motions, resolutions, bylaws, rules and regulations adopted by Saskatoon Interval House Inc. which relate to the working conditions, staff, or matters covered by this Collective Bargaining Agreement will be made available to each Steward.

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) within the Union as to the interpretation, application or alleged violation of any provision of this agreement.

6.2 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 their grievance in accordance with the Grievance Procedure.

Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the Executive Director. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

6.3 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and two (2) alternates who may act when they are not available.

6.4 Permission to Leave Work

- a) Any employee who feels they have been aggrieved or any employee with relevant grievance information shall receive permission from their supervisor to leave up to thirty (30) minutes 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 up to thirty (30) minutes 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. 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 Procedure

Every effort shall be made to resolve problems through dialogue with at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Executive Director.

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

6.5.1 Policy Grievance

The Union shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at step 2 of the grievance process.

6.5.2 Step 1

The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Executive Director or their designate within fifteen (15) calendar days of discovery of cause for a grievance. That Executive Director or their designate shall render a decision within fifteen (15) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director or their designate and to the Union.

Step 2

If a satisfactory settlement cannot be affected at Step 1, the Union may within fifteen (15) calendar days, refer the grievance at Step 2 to the Employer. A meeting shall be held within fifteen (15) days of the referral with a view to resolving the grievance as follows:

The meeting shall:

- a) **Attempt to ascertain the facts and negotiate a resolution.**
- b) **If possible, agree to a joint statement of facts.**
- c) **Based on the meeting the SGEU Labour Relations Officer and the Executive Director 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 with fifteen (15) calendar days of the last scheduled meeting.**

Step 3

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to Arbitration by the Union within **thirty (30) calendar days**.

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 name of the person appointed to the Board by the applicant shall be included.

Within twelve (12) calendar days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board.

One (1) person acceptable to the Employer and the Union shall act as Chairperson. If an agreement cannot be reached on selection of the Chairperson within twelve (12) working days of the second representative appointment, the matter will be referred to the Minister of Labour Relations and Workplace Safety who will be asked to appoint a Chairperson.

7.2 Procedure of an Arbitration Board

The Chairperson of the 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 witness 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 expenses, shall be shared equally by both parties.

ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE

8.1 Coaching

It is understood that the intent of coaching is to mentor and support the employee within the workplace and is non-disciplinary. Coaching and learning opportunities must precede any discussion surrounding disciplinary measures, except in cases of serious misconduct.

8.1.1 Progressive Discipline

The parties recognize the steps of progressive discipline, however, pending the severity of the misconduct and previous discipline on an employee's file the Employer can initiate at various steps of progressive discipline.

8.1.2 Investigation

Prior to implementing any disciplinary action, the Employer shall conduct a reasonable investigation. The Employer will meet with the employee to give them the opportunity to explain their actions or inactions prior to. The employee shall have the right to be accompanied by a Union representative.

8.1.3

Union Representation

An employee required to meet with an employer where a verbal reprimand, written reprimand, investigation, suspension or dismissal shall be entitled to have a union representative present at the meeting. In emergent circumstances the employer may arrange for union representation. The union representative and the employee will be given a few minutes to meet separately before the meeting begins and sufficient time to debrief following the meeting. In the event the employee refuses union representation, the employee must reduce that decision to writing before the meeting begins, and a copy of the same shall be provided to the union representative by the employer.

8.1.4

Failure to comply with the Employer's policies, procedures, regulations, or meet work expectations may result in one (1) of the following actions being taken by the Employer followed in progression with respect to order, severity and degree as outlined in progressive discipline principles:

a) Verbal Reprimand

The Executive Director or designate shall verbally outline to the employee the reasons for the reprimand and how they should correct their work and/or behaviour. A verbal reprimand shall be recorded and placed on the employee's personal file. A copy shall be provided to the employee and the shop steward.

b) Letter of Reprimand

Letter of reprimand shall be recorded by means of a letter to the employee with a copy of the letter being placed on the employee's file, subject to Article 8.3. The letter of reprimand shall be issued to the employee during the course of or immediately after a personal interview with the Executive Director or their designate. 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.

c) Suspension

The Employer may, for disciplinary purposes, suspend an employee without pay. The employee will be given a letter at the time of the suspension including the reasons for and the time frame of the suspension.

A copy will be supplied to the Union. **The Employee may be suspended with pay for the purpose of an investigation.**

d) Dismissal

Dismissal shall be for just cause only. **Dismissal for cause and without notice shall be affected by the Executive Director or a manager acting in their place.** An employee who is dismissed shall be so informed in writing with a statement of cause. **The employee will be given a letter at the time of the dismissal including the reasons for. A copy will be supplied to the Union.**

Lay-off will occur pursuant to Article 5.

All discipline will be with just cause.

8.1.5 The Employer acknowledges the right of all employees including employees on probation to have differences regarding any alleged violation of the Collective Bargaining Agreement to be dealt with through the grievance and arbitration process.

8.2 Burden of Proof

In all cases of discipline, proof of just cause shall rest with the Employer.

8.3 Records of Employees

Personnel records of an employee shall be open to their scrutiny upon request.

- a) The employee shall request access from the Executive Director or their designate, during the Executive Director's regular working hours.
- b) The employee is permitted to make notes or copies from their personnel file.
- c) Stewards shall have access to an employee's personnel file on the employee's written request.
- d) Employees may add any pertinent information to their files.
- e) Records of disciplinary action of an employee shall be removed from an employee's personnel file after twelve (12) months following a disciplinary action, unless the employee is again disciplined for the same reason within the twelve (12) month period.

8.4 Right to Have a Steward

Where a supervisor intends to interview an employee for disciplinary purposes involving dismissal or suspension, the supervisor shall so notify the employee forty-eight (48) hours in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

A Steward or local Union officer shall have five (5) working days to consult with an SGEU staff representative and has the right to have them present at any subsequent discussion with the supervisory personnel which might be the basis of disciplinary action.

8.5 Reinstatement of Rights

An employee who has been unjustly suspended, demoted or dismissed, shall under this Article, upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

ARTICLE 9 SENIORITY

9.1 Definition

The seniority of an employee is defined as the number of hours worked at Saskatoon Interval House Inc. exclusive of overtime, but including leaves of absence in which seniority is accrued, from the date of initial employment with the Employer and the employee being paid by the Employer.

9.2 Seniority of Less Than Full-Time Employees

Seniority of less than full-time employees shall be based on actual hours worked.

9.3 Seniority Lists

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer, or in the case of casuals the number of hours worked. Such lists shall be sent to the Union in April of each year and remain posted on the 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 in writing not withdrawn within three (3) days of its submission.

- c) Having not worked a minimum of six (6) shifts in a six (6) month period, unless the worker is on approved leave of absence.
- d) If laid off for a period longer than two (2) years.

ARTICLE 10 HOURS OF WORK

10.1 Breaks

10.1.1 Employees will be provided with either a one (1) hour or a half (1/2) hour unpaid lunch break as near the midpoint of their shift as possible.

Employees are required to pick the length of their lunch break on April 1 of each year and must maintain that choice for the entire year **unless mutually agreed to between Employer and Employee.**

If shifts need to change to accommodate lunch breaks the change does not need to be posted four (4) weeks in advance as per Article **10.6.**

10.1.2 Employees are entitled to two (2) paid fifteen (15) minutes breaks per day. Such breaks are not to be added to the lunch break or used to leave early **unless employees have missed their breaks due to emergent work duties at usually designated times.**

10.1.3 **If staffing levels or work duties do not permit an employee to take their unpaid lunch break during an assigned shift, the employer agrees to pay the missed time at 1.5 times per hour of their current wage or the equivalent of time in-lieu for the duration of missed break time.**

10.2 Hours of work for full-time workers shall be thirty-two (32) per week averaged over a four week period.

10.3 The hours in any one week shall not exceed fifty-six (56).

10.4 Full-time employees shall not be scheduled to work more than two (2) weekends in a row, unless by mutual consent.

10.5 Full-time employees scheduled to work twelve (12) hours shifts shall not work more than three (3) in a row.

10.6 Schedules shall be posted four (4) weeks in advance. Employees shall be notified of any changes due to unforeseen circumstances in the schedule as soon as possible.

10.7 Shift schedules shall be set and assigned by management.

10.8 The Employer agrees that there will be no split shifts.

ARTICLE 11 JOB SHARING

DEFINITION: A position deemed to be a job sharing position is one in which two (2) employees fill the requirements of the position. Each employee will work a portion of the hours required to make up a full-time position. A job sharing position differentiates from a casual position in that the job sharing position is a full-time position. Any job share position shall have a permanent incumbent.

- 11.1
- a) Salary - The salary paid to each individual in a shared position will be based on hours worked by each individual, but not to exceed the equivalent of the full-time wage of the position.
 - b) Sick Benefits - Sick leave credits will be earned on a pro-rated basis.
 - c) Seniority - Shall be based on the number of hours worked, as per Articles 9.1 and 9.2.
 - d) Leave of Absence - Conditions concerning leave of absence of this Agreement shall also apply to a person in a job share position.
 - e) Other Benefits - Life Insurance, Dental Plan, Extended Health, Long Term Disability. The Employee in the job shared position will be eligible to receive these benefits in the same manner as any other employee, subject to carrier rules.
 - f) Earned Vacation Time - Vacation leave credits will be earned on a pro-rated basis.
 - g) Time in Lieu - Time in lieu will be earned individually by each person in the shared position. Policies governing time in lieu will apply in the same manner as for any other person.
 - h) Resignation and Termination - Upon the resignation of a person in the job sharing position, the remaining person may be required to fill the position in a full-time capacity until:
 - i) Another person is appointed to the job share position.
 - ii) The individual fills the position on a full-time basis.
 - iii) A competition is held to fill the position.
 - i) Other Conditions - Only one (1) position may be job shared at any time. If an employee(s) are interested in creating a position, they will first apply to the Employer for permission. The employee(s), the Union and the Employer will then discuss the request. No job sharing of any position shall be implemented without mutual agreement between the parties.

It is specifically understood that all conditions, rights and privileges as outlined in the Collective Agreement, not specifically mentioned above will apply as stated in the Union Agreement.

ARTICLE 12 SHIFT REPLACEMENT AND TEMPORARY APPOINTMENT

12.1 Single Shift Replacement

Single shift replacement shall be of a duration of no less than three (3) hours and no longer than thirty-two (32) hours. These shifts will be offered as individual shifts, and shall be offered to casual staff by seniority.

Every shift will contain a Women's Program Counsellor except for emergency or short term temporary absence.

12.2 Notwithstanding Article 13, full time employees are entitled to take up to **four (4)** voluntary call-ins per **month** to a maximum of twenty-four (24) hours. These voluntary shifts shall be paid at straight time. Such shifts shall be offered in seniority order prior to casual staff being offered the shift.

12.3 The Employer will create a policy to address factors to be taken into consideration when assigning shifts to full-time employees. Policies and Procedures surrounding the call out procedures/straight shifts and parameters surrounding shall be accessible to all Employees.

12.4 Casual staff have first option to pick up the "open" shifts (Saturday night shift) and designated holidays. If no casual staff accept these shifts it shall fall to full-time staff in order of seniority.

12.5 Short Term Replacement

Short term replacement shall be of a duration of no less than thirty-two (32) hours and no longer than one hundred ninety-two (192) hours. These shifts will be offered as a block to casual staff by seniority. Date of call shall be recorded.

12.6 Temporary Appointment

Temporary appointment means the appointment of an employee to a full-time or casual position for a definite period of time in excess of six (6) weeks. Temporary appointments shall only be made to replace employees on approved leave.

12.7 Temporary appointments shall be handled by posting according to Article **4.12**.

12.8 All benefits shall accrue to workers on temporary appointments.

ARTICLE 13 OVERTIME

13.1 Definition

All time worked in excess of one hundred and twenty eight (128) hours in a four (4) week period shall be considered overtime.

13.2 Compensation for Overtime

All overtime is to be authorized by the Executive Director or their designate subject to Article 13.3. Overtime shall be paid for at the rate of time and one-half (1 1/2) for the first sixteen (16) hours in any four (4) week period and then double (2) time for all subsequent hours worked in the same four (4) week period. Employees may opt to take time in lieu (TOIL) at the appropriate rate instead of pay, at a mutually acceptable time. An employee may not accumulate more than twenty-four (24) hours of TOIL. Employees who accumulate twenty-four (24) hours must schedule time off. In all cases TOIL is to be used by March 31 of each year.

13.3 Compensation for Work on Days of Rest

Employees who work on a regularly scheduled day of rest shall have the option of (a) or (b) but not both:

- a) Pay at the rate of double (2) time for all hours worked, or
- b) The equivalent time off in lieu

13.4 Voluntary Overtime

No employee shall be required to work overtime against their wishes.

13.5 Call-Back

An employee who is called back to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rate at time and one-half.

13.6

Any employee who attends a staff meeting outside of regular assigned hours shall be paid straight time for the hours of meeting. Casual staff will not be paid unless they are working in that time period.

ARTICLE 14 DESIGNATED HOLIDAYS

14.1

For the purpose of this Collective Bargaining Agreement, designated holidays shall mean New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, **National Day for Truth and Reconciliation** and any other day

proclaimed as a holiday by the Federal, Provincial or Municipal Government.

- 14.1.1 In addition to the holidays noted in Article 14.1 above each employee will be given one (1) paid floating day during their birthday month per year. Such day will be as requested by the employee and approved by the Executive Director or their designate. Failure to use the floating day in your birthday month will result in it being forfeited and no cash payout.
- 14.2 The sum of money to be paid for a designated holiday to any employee who does not work on that day shall be:
- a) for full-time employees, the employee's regular wages for that day or, if a designated holiday falls on a regularly scheduled day off, the full-time employee shall be entitled to another day off with pay at a time mutually agreed upon by the Employer and the employee.
 - b) in any other case, one-twentieth (1/20) of the total of the wages earned by the employee during the four (4) weeks immediately preceding the designated holiday, exclusive of overtime.
- 14.3** The sum of money to be paid for a designated holiday to any employee who works on that day is **two and a half (2.5) times their regular pay.**
- 14.4 In the case of night shift workers who work an overlapping shift which begins on one (1) day and ends on the next, the credit for the purpose of this Article shall be extended on the basis of a full-shift to that employee the majority of whose shift falls on the designated holiday.
- 14.5 All full-time employees who work on a designated holiday that is also a scheduled day of rest shall have the option of either a) or b) but not both:
- a) Pay at the rate of double time and one-half (2½) for all hours worked, or
 - b) The equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.
- 14.6** All full-time employees who are assigned and agree to work **overtime** on a designated holiday shall have the option of a) or b) but not both:
- a) Pay at the rate of double time and one-half (2½) for all hours worked, or
 - b) The equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

ARTICLE 15 VACATION

15.1 Definition

Vacation means annual vacation with pay.

15.2 Vacation Credits

Vacation credits shall be earned on the following basis:

- a) During the first (1st) year of employment, employees will receive three point eight five (3.85) hours per pay period, not to exceed one-hundred (100) hours per year.
- b) During the second (2nd) and subsequent years including the fourth (4th) year of continuous employment, one hundred (100) hours per year.
- c) During the fifth (5th) and subsequent years including the seventh (7th) year of continuous employment, one hundred and thirty-three point three (133.3) hours per year.
- d) During the eighth (8th) and subsequent years including the tenth (10th) year of continuous employment, one hundred and sixty-six point seven (166.7) hours per year.
- e) During the eleventh (11th) and subsequent years including the fifteenth (15th) year of continuous employment, two hundred (200) hours per year.
- f) During the sixteenth (16th) and subsequent years of continuous employment, two hundred and fifty-seven point eight (257.8) hours per year.
- g) Casual employees will receive their prorated vacation pay on each cheque.

15.3 Return from Extended Sick Leave

Employees returning from extended sick leave of seventeen (17) weeks or longer shall have one (1) year from the date of their return to work to use the vacation accrued prior to their return to work.

15.4 Carry-Over of Vacation

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 carry-over of the entitlement to the following year. Carry-over of up to forty-five (45) hours shall be approved. Consideration will be given for carry-over in excess of forty-five (45) hours per year.

15.5 Vacation Pay on Termination

An employee leaving the service at any time in the vacation year, before the employee has taken vacation, shall be entitled to a proportionate payment of salary in lieu of such earned vacation.

15.6 Unbroken Vacation

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

In addition, disputes arising over vacation scheduling shall be resolved by the application of the seniority principle.

15.7 All employees who work less than full-time shall be entitled to an appropriate percentage pay-out in lieu of paid vacation leave.

15.8 Employees will not earn vacation credits while on Workers' Compensation benefits.

ARTICLE 16 SICK LEAVE

16.1 Definitions

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or for purposes of caring for a dependent who is sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

Health maintenance leave means the period of time an employee is absent from work with pay to maintain their health status. Health will be recognized by both parties as not merely the absence of disease or infirmity but shall include physical, mental and social well-being.

16.2 Accumulation of Annual Paid Sick Leave

Sick leave credits shall accumulate from the date of employment on the basis of eleven (11) hours per month, one hundred and thirty-two (132) hours per year for full-time employees and pro-rated for casual employees.

16.2.1 Full-time employees working the night shift will be granted an additional thirty-two (32) hours of sick leave credit per year.

16.3 All full-time employees shall be granted one hundred and thirty-two (132) hours of sick leave on April 1st of each year which shall include health maintenance, medical and pressing necessity leave, as specified in this Article. All permanent full-time employees shall be entitled to carry

over six hundred (600) hours unused sick leave. Casual employees shall be entitled to carry over forty-four (44) hours unused sick leave.

16.4 Deductions from Sick Leave Accumulation

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

16.4.1 Health Maintenance Deductions from Sick Leave Accumulation

An employee is entitled to health maintenance leave with pay to a maximum of twenty-two point five (22.5) hours per year, such time to be deducted from sick leave credits.

16.4.2 Medical Leave Deductions From Sick Leave Accumulation

An employee who is unable to make the necessary arrangements outside of scheduled work time for maintenance of personal health care, including but not limited to their, or their dependents, shall be granted time off with pay to a maximum of twenty-two point five (22.5) hours per year. Such time will be deducted from sick leave credits.

16.4.3 Pressing Necessity Deductions from Sick Leave Accumulation

Necessary time off with pay may be granted to an employee for pressing personal matters or family matters beyond an employee's control, to a maximum of twenty-two point five (22.5) hours per year, such time to be deducted from sick leave credits. This would include such matters as an emergency illness in the family or a natural disaster.

16.5 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., they shall retain their existing accumulated credits at the time of such leave of lay-off.

16.6 Sick Leave Records

An employee's sick leave record shall be available to them for their perusal on request.

16.7 Leave of Absence While Sick

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant a 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.

All such claims must be accompanied by a doctor's certificate stating the expected return date.

16.8 Sick Leave for Casual Staff

Casual staff shall accumulate sick leave credits on the basis of eleven point one (11.1) hours per one hundred twenty-six point two (126.2) hours worked to a maximum of forty-four (44) hours.

16.9 Recognition of Social Illness

The Employer and the Union recognize that mental illness, alcoholism and drug abuse are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems. An employee whose partner is undertaking a rehabilitative program for alcoholism or drug abuse may use up to five (5) days sick leave to participate with their partner in such rehabilitative program. Any additional needed days shall be drawn from an employee's vacation time or they can take a leave of absence without pay.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. After reasonable opportunity for treatment has been offered the Employer shall not be bound to persist in protecting the employee who fails to co-operate, rejects treatment and for who reasonable rehabilitative measures have failed.

16.10 Doctor's Certificate

A doctor's certificate may be required for any period of sick leave.

ARTICLE 17 LEAVE OF ABSENCE

17.1 Provided satisfactory arrangements can be made for the performance of their work, an employee may, for valid reasons, be granted a leave of absence without pay and without loss of seniority as follows:

- a) By the Executive Director or their designate for a period not exceeding three (3) months. Leave of one (1) month or more shall be reported to the Board.
- b) By the Board for a period exceeding three (3) months.
- c) The Employer agrees to grant leaves for education purposes.
- d) Notwithstanding the above, long-term disability (LTD) recipients shall be granted definite leaves as required.

17.2 **Leave of Absence without Benefits or Seniority**

The Board may approve, upon application, leave of absence, without pay, benefits, or seniority to an employee who wants to pursue employment with another Employer, for up to one (1) year.

17.3 **Leave of Absence for Full-Time Union or Public Duties**

17.3.1 Leave for Union Office

The Employer agrees to grant leave of absence without pay for up to one (1) year to workers who have been elected to a full-time office or position in the Union.

Further leaves shall be granted upon request by the employee involved. Seniority shall accrue to the employee during the leave of absence along with previously earned benefits.

17.3.2 An employee who is elected to public office shall be granted unpaid leave of absence without loss of seniority for the term of office.

17.4 **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee, such leave to apply in the death of an employee's partner, brother, sister, parent, child, grandparents, grandchild, in-laws, or any other person with whom a close relationship is maintained. Such leave may consist of up to three (3) shifts. Additional time, up to five (5) shifts may be granted by the Executive Director or their designate. Additional time exceeding five (5) shifts may be granted by the Board and shall be charged against sick leave credits.

17.5 **Maternity Leave/Parental Leave**

An employee shall be entitled to maternity leave without pay, provided that she presents a medical certificate confirming pregnancy and showing the probable date of delivery. Such an employee shall not be denied the right of employment solely on the basis of pregnancy.

- a) The Employer may require the employee to take maternity leave when the employee is unable to carry out their normal duties, or when, in the opinion of the medical practitioner, such leave is warranted.
- b) The length of leave for employees eligible for both maternity and parental leave shall be at the discretion of the employee to a maximum of eighteen (18) months and in accordance with periods of eligibility as dictated by the applicable statutes and/or regulations unless the employee provides a medical certificate

stating there is a bona fide medical reason why the employee is unable to return to work at that time.

- c) Such leave will be granted with the assurance that the employee will resume employment in the same position or in a comparable position and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.
- d) Request for change of length of maternity leave must be forwarded to the Employer at least twenty (20) calendar days prior to the expiration of the leave. The Employer is not required to allow an employee to resume their employment until after the expiration of the twenty (20) calendar days of notice.

17.6 Benefits and Seniority Status During Maternity Leave/Parental Leave

The employee shall suffer no loss of accumulated seniority rights due to maternity leave of absence. Seniority shall be accumulated during the period of leave. Enrolment in benefit plans may continue during the period of leave and the employee shall make arrangements with Administration regarding the monthly payment of the employee portion of such benefits.

17.7 Child Care Leave

Any employee with sufficient cause may be entitled to a leave of absence without pay for a maximum of six (6) months (without loss of seniority) for the purpose of caring for their child or children.

Sick leave and designated holiday benefits will not be earned during such leave, beyond one (1) month.

17.8 Dependent/Childcare/Eldercare Leave

An employee shall be entitled to a leave of absence without pay of up to one (1) year, without loss of seniority, for the purpose of attending to family obligations or to care for dependents. Sick leave and designated holiday benefits will not be earned during such leave beyond one (1) month.

Applications for leave under this Article, showing date of commencement, duration of the leave, anticipated date of return, and the reason for the leave, must be provided to the Executive Director or their designate in writing at least thirty (30) days prior to commencement of the leave. Shorter notice shall be acceptable in emergent situations. On return to work, the employee shall be placed in their old position.

17.9 Employees granted leave of absence under Article 17 shall be guaranteed employment in the same or comparable position with any salary increases, upon return from leave.

17.10 Interpersonal Violence and Sexualized Violence Leave

If an Employee, the Employee's child, or a person for whom an Employee is a caregiver is a victim of Interpersonal or Sexualized Violence, the Employee can take a leave of absence of up to ten (10) job protected days as outlined in The Saskatchewan Employment Act.

- a) In addition to the five (5) paid days outlined in *The Saskatchewan Employment Act*, Saskatoon Interval House Inc. will grant employees who meet the outlined criteria the additional five (5) days per fifty-two (52) weeks at the cost of the Employer for the purposes of Interpersonal and Sexualized Violence Leave.**
- b) Applicants of Interpersonal Violence Leave may request a SGEU Union advocate to assist them with the leave criteria and communication with the Employer.**
- c) Saskatoon Interval House Inc. commits to adopting a workplace specific Interpersonal Violence Strategy in cooperation with Employees and Union representatives that include a safe reporting structure for employee access to leave. The strategy will be inclusive of privacy considerations of the application process and alternate reporting structures if a conflict of interest or concern arises out of the nature of providing similar services to clients. The strategy will also include language addressing and recognizing accommodation processes to assist Employee's successful return to the workplace.**
- d) Additional leave days may be granted in conjunction with Interpersonal Violence (either in part, prior to or proceeding the approved leave) at the Employer's discretion. Additional leave may be taken with a combination of other leaves of absence outlined within the terms of this agreement.**

17.11 Jury Duty

Time spent 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.

ARTICLE 18 PAY ADMINISTRATION

18.1 The wage schedule covering employees occupying positions in the classification plan shall be set out in Schedule A, forming part of this Agreement.

18.2 Work of Equal Value

Employees shall receive equal pay for work of equal value.

18.3 Increments After a Leave of Absence

When an employee returns to work after a leave of absence without pay or lay-off, the employee will be credited with all service before the leave or lay-off, unless otherwise stated in this Agreement.

18.4 Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Schedule A, except where there is agreement between the Employer and the Union to hire above the minimum.

18.5 All employees shall be paid bi-weekly on or before every second Friday.

18.6 Statement of Earnings and Entitlements

Every employee shall receive a statement attached to each cheque, showing the gross amount earned, itemized deductions and net amount payable.

Entitlements: The Employer will endeavour to provide employees with a copy of current entitlements including vacation, Statutory Holidays, TOIL (time off in lieu), sick time usage, HML Health Maintenance/Medical Appointments, flex Time, straight time as well as seniority dates in six (6) week intervals on monthly approval sheets.

18.7 Changes in Pay Range

When a higher pay range is assigned to a position, the employee shall move to the same step in the new range as held in the previous range.

18.8 Calculation of Sick Leave and Vacation

- a) Calculation of sick leave begins on the date of employment.
- b) April 1 shall be the common vacation anniversary date for all employees. Employees with less than one (1) year of service at April 1 will be granted a pro-rated amount of vacation.

18.9

Promotion

On promotion of an employee, their rate of pay shall be at the minimum of the new pay range for the new classification, except when the minimum yields less than an eight percent (8%) increase. In such a case, their rate shall be adjusted to the step in the pay range yielding at least eight percent (8%) provided such a step exists in the classification.

18.10

Temporary Performance of Higher Duties

An employee who is temporarily assigned by the Director in writing, higher duties for a period in excess of twenty-two point five (22.5) hours shall be paid at the higher rate in accordance with Article 18.1. Once the hours are completed the higher rate shall be retroactive to the first (1st) hour.

18.11

Temporary Out-of-Scope Positions

Employees who accept a temporary out-of-scope position shall continue to pay union dues. Temporary out-of-scope positions shall be limited to one (1) year. A temporary out-of-scope position can be extended a further one (1) year with the agreement of the Union.

18.12

Benefits for Long Term Service

On April 1st:

- a) Paid time credits of thirty-two (32) hours will be awarded for long-term service to employees in the eighth (8th) and subsequent years of continuous service.

ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

19.1

Maintaining a Classification Plan

The Employer shall maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same classification.

19.2

Classification Shall be Submitted to the Union

The Employer agrees to submit to the Union, job descriptions for all new positions and classifications.

19.3

Manual of Classification Specifications

A Manual of Classification Specifications, currently maintained, shall be kept in the Employer's office and shall be available for inspection.

19.4 **Changes in Classification**

When the duties of any classification is altered or changed, or where the Union or the employee feels she is incorrectly classified or when a new classification, not covered in Schedule A, is being created during the term of this Agreement, the rate of pay, hours of work and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular grievance and arbitration procedure contained in this Collective Agreement.

19.5 **Challenge From Senior Employees**

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

19.6 **Downward Classification**

No employee shall have their wages reduced as a result of downward classification. Such an employee's name shall be placed on a re-employment list for the classification of positions similar to and with the same salary range as their position before it was downgraded.

19.7 **Indigenous Counsellor Position**

The Employer agrees to maintain a minimum of one (1) counsellor of Indigenous heritage on staff at all times.

ARTICLE 20 EMPLOYEE BENEFITS

20.1 **Workers' Compensation Pay Supplement**

An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of The Workers' Compensation Act, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary.

20.2 **Personal Property Loss**

Employee's personal property loss or damage during work shall be replaced or repaired at the expense of the Employer if the employee was not negligent in the performance of their duties.

20.3 **Employee Pension Plan**

All employees shall be enrolled in the pension plan for participating bargaining units of SGEU.

The employee's contribution to the plan shall be four percent (4%) **of base earnings.**

The Employer's contribution to the plan shall be four percent (4%) **of base earnings.**

20.4 **Extended Health and Dental Plans**

All employees will continue with the Dental plan.

All employees will have the benefits they would be entitled as a member of the SGEU Extended Health Plan, specifically plan 32b.

20.5 **Employee and Family Assistance Plan**

The Employer agrees to maintain its current Employee and Family Assistance Plan increasing the number of counselling sessions available to ten (10) per year per person. Spouses and dependent children are also covered by this plan and are entitled to their own allotment of counselling sessions.

20.6 **Training**

When recertification for CPR and First Aid, **staff meetings or work related training** falls on an employees' day of rest they **will be paid at overtime rates unless attendance is optional for employees to attend.**

Casual Employees will be paid at regular rates.

20.7 **Wellness Payment**

The Employer agrees to provide a wellness payment to all employees of one hundred and twenty dollars (\$120.00) per fiscal year. Such payment to be prorated to new hires based on when they are hired during the fiscal year.

Payments from the Plan will be made at the end of each fiscal quarter subject to the provisions of receipts by the employee.

ARTICLE 21 TRAVEL AND ALLOWANCES

- 21.1 a) The Employer agrees that all transportation will be supplied by the Employer either by nature of company supplied cars or rental of taxis as required for regular house duties.
- b) If an employee agrees to use their own car, the Employer will reimburse the employee at the mileage rate as negotiated between the Public Service Commission and SGEU. The

minimum amount of reimbursement shall be three dollars (\$3.00) per day, regardless of in or out of town travel.

- c) The meal rate, as adjusted from time to time, in effect between the Public Service Commission and SGEU will apply for the required out of town travel.
- d) There shall be a one dollar (\$1.00) per shift per employee surcharge for all food including beverages consumed at Saskatoon Interval House Inc.
- e) The Employer agrees to accept responsibility for the deductible in the event of accident while employees are driving Employer supplied vehicles in the performance of their duties.
- f) Out of town hotel accommodations shall be reimbursed at actual and reasonable rates. Alternate accommodation arrangements may be made by mutual agreement.

ARTICLE 22 SAFETY AND HEALTH

22.1 The Employer shall make reasonable provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards.

22.2 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.

22.3 No Discipline

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe.

22.4 First Aid

Adequate first aid supplies shall be made available in all Employer work sites.

22.5 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 the law suits or charges in any court against an employee as a result of performing their duties for the Employer. In such a suit, the Employer retains the right to appoint the legal advisor for such an employee.

Harassment

Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. It is the Employer's responsibility to provide a workplace free from harassment and 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 *Saskatchewan Employment Act*.

ARTICLE 23 SEXUAL HARASSMENT

23.1 The parties to this Agreement do not condone sexual harassment.

Sexual harassment is behaviour related to sex discrimination that may be verbal, physical, deliberate, unsolicited or unwelcome; it may be one incident or a series of incidents. While the following is not an exhaustive list, sexual harassment may include:

- verbal abuse;
- suggestive remarks;
- displaying of pornographic pictures;
- compromising invitations, demands for sexual favours;
- leering or other gestures;
- unnecessary physical contact;
- physical assault.

Grievances under this clause will be handled with all possible confidentiality.

In settling the grievance, every effort will be made to discipline and/or relocate the harasser, not the victim.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.1 As a result of the Employer introducing new equipment or major changes in operation methods, certain classifications may no longer be required. The Employer shall attempt to anticipate such changes and conduct a program of retraining and transfer of employees affected. The Union agrees to co-operate in such a program of transfer and retraining.

24.2 Introduction of Technological Change

If a technological change is introduced which affects the terms, conditions and tenure of employment of any employee, the Employer shall give notice of the technological change to the Union at least ninety (90) days prior to the date on which the technological change is to be effective. The Employer and Union agree to engage in a full and reasonable discussion of the proposed changes.

- 24.3 The notice shall be in writing and shall state:
- a) The nature of the technological change.
 - b) The date upon which the Employer intends to effect the technological change.
 - c) The number and type of employees likely to be affected by the technological change.
 - d) The effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

24.4 **Training**

In the event of technological change, the Employer may request an employee to upgrade or improve skills as required by the technological change at the Employer's expense. No permanent employee shall be dismissed, suffer a reduction in pay, or suffer incremental depression or be denied a period of time considered reasonable to acquire skills necessitated by a new method of operation as a result of a technological change.

ARTICLE 25 JOB SECURITY

25.1 **Agreement Subject to Applicable Laws**

All provisions of this Agreement are subject to any applicable laws now or hereafter effected.

25.2 **Employer Amalgamation**

In the event the Employer merges or amalgamates with any other body, the Employer ensures that the Collective Agreement is transferred along with the employees.

ARTICLE 26 TERM OF COLLECTIVE BARGAINING AGREEMENT

26.1 **Duration**

This Collective Bargaining Agreement shall be binding and remain in effect from April 1, **2023** to March 31, **2030** and shall continue from year to year thereafter unless either party gives to the other party notice in writing as set out in Article 26.3.

26.2 **Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

26.3 **Notice of Changes**

Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party to negotiate a revision thereof.

26.4 **Agreement to Continue in Force**

Where such notice requests revision only, the following conditions shall apply:

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) 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.

26.5 **Retroactivity**

Any changes to the Collective Agreement shall have an effective date for retroactivity named in the Memorandum of Agreement signed by the parties.

26.6 **Negotiation of Wages / Wage Re-opener**

Notwithstanding the provisions of Article 26.1 above, this Agreement shall be opened for the negotiation of the Schedule of Wages as contained in Schedule A only in the event the funding agency grants an increase in funding for wages for the Employer. It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect. The negotiated wage increase pursuant to this Article must reflect the increased in funding for wages provided by the funding agency unless agreed to otherwise by the parties.

The Employer shall provide full disclosure to the Bargaining Chair within thirty (30) days of any new or additional funds for wages and/or benefits made available by the Government of Saskatchewan.

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.

SCHEDULE A

SASKATOON INTERVAL HOUSE INC.

Rate of Pay – Effective April 1, **2025**

Counsellors	\$31.68/hr.
Children's Counsellor	\$31.68/hr
Casual	\$24.74/hr.
Program Support Worker	\$31.68/hr.
General Services Worker	\$21.91/hr.

Signing Bonus

Effective upon ratification of this Agreement full-time Employees will be paid \$1000.00 (one-time payment).


Casual Employees will be paid \$500.00 (one-time payment).


SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and THE SASKATOON INTERVAL HOUSE 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 21 day of August, 2025.

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


Lorena Urquiza, Chair
Bargaining Committee


Carlotta Hooghiem
Bargaining Committee


Oksana Kurtseba
Bargaining Committee


Greg Eyre
Labour Relations Officer

Signed on behalf of:
Saskatoon Interval House Inc.


Ashley Drozda
Board Chair


Aaron Fornwald
Board Vice-Chair


Scott Bahr
Board Finance Chair


Tanya Wiggins
Executive Director