

MOBILE CRISIS SERVICES INC.

**April 1, 2015 to
March 31, 2020**

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MOBILE CRISIS SERVICES INC.

AND

SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5087

APRIL 1, 2015 TO MARCH 31, 2020

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 4 day of January, 2018.

between

Mobile Crisis Services Inc.
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

PURPOSE:

Whereas, it is the desire of both parties of the **Collective** 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.

AND WHEREAS:

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees to be drawn up in an Agreement.

ARTICLE 1 INTERPRETATION

In the **Collective** Agreement, unless the context otherwise requires, the expression:

- 1.1 Agency is the Mobile Crisis Services, Inc., represented by the Board of Directors.
- 1.2 Casual Employee means an Employee who is called in as required and works on an hourly basis.
- 1.3 Class 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 purpose of this Collective Agreement, where not specified to the contrary, means day.
- 1.5 Demotion is defined as the movement of an Employee from a position in one class to a position in another class with a salary rate with a lower maximum.
- 1.6 Designated Holiday mean a designated holiday as defined in Article 16.1.
- 1.7 Employee or Employees or Worker or Workers means a person to which the terms of this **Collective** Agreement apply as indicated in Article 2.
- 1.8 Employer means the Board of Directors of the Mobile Crisis Services Inc.
- 1.9 Executive Director means the Executive Director of Mobile Crisis Services Inc.
- 1.10 Immediate Family means an Employee's spouse, partner, child, parent, sibling, grandparent or an individual with whom the employee can demonstrate she has had a significant familial relationship for 6 (six) or more months.
- 1.11 Part-time Employee means an Employee who is required to work less than the full-time requirement for that position, continuing in nature, on a regularly scheduled basis.
- 1.12 Pay Plan means the scale of wages as contained in Schedule A and the rules governing its application as contained in Articles 15 and 21.
- 1.13 Permanent Employee means an Employee who has successfully completed the initial probation, and works in a full or part-time position, continuing in nature, on a regularly scheduled basis.

- 1.14** Plural or Masculine/Feminine Terms May Apply: Wherever the feminine gender is used in this **Collective** Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this **Collective** 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.
- 1.15** Position Classification Plan includes classes of positions and their specifications and the rules for the continuous administration of any amendments therein.
- 1.16** Probation Period means the probation period as stipulated on initial employment, as contained in Article 12.9 herein.
- 1.17** Promotion means the movement of an Employee from a position in one class to a position in another class with a higher maximum rate of pay.
- 1.18** Temporary means a full-time 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.
- 1.19** Transfer means the movement of an employee from one position to another in the same or different class with a salary range having the same maximum.
- 1.20** Union means the Saskatchewan Government and General Employees' Union representing the Employees of Mobile Crisis Services, Inc.
- 1.21** Reasonable justification means occurrences outside of the control of the employee.

ARTICLE 2 SCOPE

- 2.1** The terms of this **Collective** Agreement shall apply to all Employees of the Employer **including Supervisory Employees as defined in *The Saskatchewan Employment Act*, of the Employer** excluding the following:
- a)** Executive Director
 - b)** **Assistant Executive Director**

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1** Subject to the terms of this **Collective** 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 **through the use of policies and procedures** governing the conduct of Employees **that are** designed to safeguard the interests of all clients and the efficiency of the Employer's operations.
- e) Promote, demote, discipline, suspend and discharge any employee provided; however, that any such action shall be subject to this Collective Agreement.

ARTICLE 4 UNION SECURITY

4.1 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 in Article 2. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the Employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

4.2 Union Representatives

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.

4.3 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. It is understood between the parties that this Article may not apply during work stoppage or emergency situations.

4.4 No Contracting Out

- a) The Employer agrees that all work or services performed by the **employees of the bargaining unit** shall not be subcontracted, 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.
- b) 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 and in part to any other person, company or Non-Union Employee except where mutually agreed by the parties.

- c) The Union agrees that janitorial services, telephone answering services, **accounting, information technology and policy development** may be contracted out.

4.5 **Non-Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion, exercised or practised with regard to any Employee in the matter of hiring, wage rates, training, recall, discipline, classification, discharge or otherwise, **except on the basis of a bona fide occupational requirement**, by reason of age, race, creed, colour, national origin, **place of origin**, sexual orientation, political activity or religious affiliation, gender or marital status, **family status, disability, receipt of public assistance**, physical size and weight, nor by reason of membership or activity in the Union.

4.6 **Refusal to Cross Picket Lines**

All Employees covered by the **Collective** Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an Employer's business shall not be considered a violation of this **Collective** Agreement, nor shall it be grounds for disciplinary action. Any Employee not reporting for work as a result of this clause may have those number of hours deducted in wages, and this shall not be considered a disciplinary action on the part of Employer by the Union.

4.7 **Union Membership**

During the term of this **Collective** Agreement, members of the Union shall maintain their membership in the Union as a condition of employment, and all new Employees shall, as a condition of employment and within thirty (30) days after their employment, apply for and maintain membership in the Union during the term of this **Collective** Agreement.

4.8 **Union Dues**

- a) The Employer shall deduct on behalf of the Union from the employee's pay all initiation fees, monthly dues, assessments and levies. The Employer shall remit such deductions to the Union within a reasonable period of time after the conclusion of each month.

- b) The employer shall provide with the dues submission a list of names, classifications and addresses of those employees in respect of whom the deductions were made.
- c) The employer shall inform the Union of any new hires, resignations, or retirements that occurred during each pay period. The notification shall state the date on which the change occurred.
- d) The employer shall provide the information electronically.
- e) The Union shall provide the electronic template to the employer.

4.9 Income Tax (T-4) Slips

The Employer shall include the amount of Union dues paid by each Union member on their T-4 slip.

4.10 New Employees

The Employer agrees to acquaint new Employees with the fact that a **Collective** Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and dues Check-off. A representative 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.

4.11 Temporary Out-of-Scope Appointment

An Employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this **Collective** Agreement.

4.12 Right to SGEU Representative

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. A representative shall have access to the Employees, during working hours, in order to investigate and assist in settling any grievances.

4.13 Staff Room

When physical facilities permit, the Employer agrees to designate a staff room which will be available to staff for staff and/or Union meetings.

4.14 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 5 UNION/MANAGEMENT COMMITTEES

5.1 Union Bargaining Committee

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

5.2 Composition of the Union Management Committee

- a) The Union Management Committee shall consist of two employee representatives selected by the employees and two representatives of the Employer. The Committee will be co-chaired with one union representative and one Employer member who will have full voice and vote.
- b) The committee will meet every four months on a regular schedule to be established by mutual consent, with additional meetings at the call of the co-chairs.
- c) The committee shall adopt its own process for conducting its meetings.

5.3 Function of the Union Management Committee

- a) The committee shall deal with the following:
 - i) Generate new ideas related to service operations including programs, policies and initiatives.
 - ii) Recommend initiatives to enhance the working environment
 - iii) Disclosure of timely information impacting on employees and service operations, including financial reviews.
 - iv) Any other issue of concern or interest to the Union or the Employer. Items can be brought forward by any employee.
- b) The Committee will not deal with issues that should be dealt with at the bargaining table including contract language, discipline and personnel issues.

ARTICLE 6 RESOLUTIONS AND REPORTS OF THE EMPLOYER

6.1 Employer Shall Notify Union

The Employer agrees that any reports or recommendations dealing with matters of policy within this bargaining unit shall be communicated to the Union elected representatives in time to afford the Union a reasonable opportunity to consider them before they are dealt with.

6.2 Copies of Resolutions

- a) Copies of resolutions, and changes to **policies and procedures** adopted by the Employer will be posted.
- b) Public documents will be made available to the staff and the Union within a reasonable time period.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Definition of Grievance

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

- a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employees.
- b) Any matter involving the interpretation, application, or alleged violation of any provisions of this **Collective** Agreement.

7.2 Stewards

- a) The duties of a steward are to represent the members during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.
- b) Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisors involved. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

7.3 Names of Stewards

The Union shall notify the Employer's representatives in writing of the name of each steward.

7.4

Permission to Leave Work

- a) Any Employee who feels that she has been aggrieved or any Employee with relevant grievance information shall receive permission from her supervisor to leave temporarily, in order to discuss the complaint with the appropriate Union Representative. The matter shall be dealt with as promptly as possible while on work time. If it is impossible to leave work immediately due to work requirements, as soon as possible other arrangements shall be made on work time.
- b) A steward or Elected Union Representative shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time. If it is impossible to leave work immediately due to work requirements, as soon as possible other arrangements shall be made 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.

7.5

Procedure

- a) Every effort shall be made to resolve problems through dialogue between the Bargaining Unit and the Employer prior to filing a grievance. Attempts to resolve the dispute may include a meeting with the Executive Director or designate.
- b) Both parties shall be required to provide full disclosure at each step of the grievance procedure of all information available regarding the dispute.
- c) Nothing in this Article precludes the parties from modifying the grievance procedure.
- d) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

7.6

Deviation from Grievance Procedure

- a) At any stage during the Grievance Process the time limits may be extended by mutual agreement, which shall not be unreasonably withheld.
- b) After a grievance has proceeded to Step 1 by the Union, the Employer's representatives shall not enter into discussions or

negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

7.7 Step 1 – Filing a Grievance

- a) Failing resolution of the dispute, the grievance shall be submitted in writing by the steward, Elected Union Representative or SGEU Labour Relations Officer to the Executive Director or designate within thirty (30) days of discovery of cause for the grievance.
- b) The Executive Director or designate shall render a written decision to the SGEU Labour Relations Officer with a copy to the grievor and steward within fifteen (15) days of receipt of the grievance.

7.8 Step 2 – Meeting

- a) Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within thirty (30) days may request a meeting with the Executive Director or designate. The meeting shall be scheduled within thirty (30) days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.
- b) The meeting will include the grievor, steward if available, the SGEU Labour Relations Officer and the employer representative(s). Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.
- c) The meeting will attempt to ascertain the facts and negotiate a resolution.
- d) If settlement is not reached at the Step 2 meeting, the Executive Director shall render the decision in writing within fifteen (15) days of the meeting.

7.9 Step 3 - Mediation

If settlement is not reached at Step 2, the SGEU Labour Relations Officer and Executive Director may within thirty (30) days agree to refer the grievance to mediation.

7.10 Step 4 - Arbitration

If settlement is not reached at Mediation, the SGEU Labour Relations Officer within thirty days (30) days may refer for arbitration.

7.11 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or groups of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

7.12 Grievances 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.

7.13 Failure to Act within Time Limits

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

7.14 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection.

7.15 Access to Grievance Information From Employer

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

ARTICLE 8 MEDIATION

8.1 Mutual Agreement

The parties by mutual agreement may engage in mediation to resolve a grievance. The costs associated with the mediation process will be equally shared between the parties.

8.2 Selection of a Mediator

The mediator will be agreed to by the Employer and the Union. If agreement cannot be obtained, either party can apply to the Minister responsible for *The Saskatchewan Employment Act* to have a mediator appointed.

8.3 Role of the Mediator

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

8.4

Rules Applicable to Grievance Mediation

- a) Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.
- b) A settlement reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.
- c) Anything said or done at mediation will not be used against the Employer, employee, or the Union at any subsequent arbitration.
- d) At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.
- e) No transcripts or records will be kept by the mediator other than a record of time at and location where the mediation occurred, the parties to the dispute and whether settlement was achieved.
- f) Parties to the mediation will have the authority to conclude a settlement at mediation.

8.5

Grievance Mediation Process

- a) The mediator will provide an introduction of the mediation process.
- b) The process will be determined by the parties and may include opportunities to comment, and meeting as a group or individually with the mediator.
- c) If a settlement can be reached, the terms of the settlement will be put in writing, and signed by the parties.
- d) If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.
- e) The mediator may shut down the mediation process if it appears resolution is unlikely.

ARTICLE 9

ARBITRATION

- a) Either party may give written notice to refer the grievance to arbitration.
- b) The parties may agree to either a sole arbitrator or an expedited arbitration process or both. Should no agreement be reached

the matter shall proceed to an arbitration board following a non-expedited process.

9.2 Selection of a Sole Arbitrator

The parties will choose a mutually acceptable arbitrator. If agreement cannot be obtained either party may apply to the Minister responsible for *The Saskatchewan Employment Act* to have an arbitrator appointed.

9.3 Selection of the Arbitration Board

- a) When a grievance is to be heard by an Arbitration Board, the referring party shall notify the other party in writing of the name of its nominee to the Board.
- b) Within fifteen (15) days of receiving the notice, the party receiving notice shall provide the name of its nominee to the Board. If no nominee is provided, the Minister responsible for *The Saskatchewan Employment Act* shall be requested to make the appointment.
- c) Within fifteen (15) days of the appointment of the second nominee, the two nominees shall appoint a third member of the Board who shall be the Chairperson. If the two nominees fail to agree within the time limit, either party may request the Minister responsible for *The Saskatchewan Employment Act* to appoint a Chairperson.

9.4 Procedure

- a) The Arbitrator or Arbitration Board shall fix a time and place of sittings, after consultation with the parties.
- b) The Arbitrator or Arbitration Board shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator or board shall, as much as possible, follow a layperson's procedure.
- c) No grievance shall be defeated by any formal or technical objection.
- d) The Arbitrator or Arbitration Board shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

- e) The Arbitrator or Arbitration Board has no power to change this **Collective** Agreement, or to alter, modify or amend any of its provisions.

9.5 Expedited Arbitration Procedure

The hearing of an expedited arbitration shall adopt the following procedure:

- a) may not last longer than one day,
- b) no more than two witnesses may be called by each party,
- c) submissions may only be made verbally,
- d) no more than four cases or authorities may be referred to by each party in their submissions.

9.6 Witnesses

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

- a) if called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) if called by the Union, leave in accordance with Article 20.1, and expenses paid by the Union.
- c) if called by the arbitrator, the parties shall share equally the costs.

9.7 Decision

- a) A sole Arbitrator shall render a decision within thirty (30) days of the end of the hearings.
- b) An Arbitration board shall render a decision within sixty (60) days of the end of the hearings.
- c) The decision shall be final, binding and enforceable on all parties.
- d) Should the parties disagree as to the meaning of decision of the Arbitrator or Arbitration Board, either party may apply to the Arbitrator or Arbitration Board to clarify the decision.

9.8 Expenses

The fees and expenses of a sole Arbitrator or Chairperson of the Board and any other common expenses shall be shared equally by both parties.

ARTICLE 10 DISCIPLINE

10.1 Parameters

- a) Any Employee may be **reprimanded**, suspended, **demoted or dismissed** but only for just cause, **the burden of proof for which falls on the Employer**, and only upon the authority of the Employer.
- b) **The Employer will implement a progressive disciplinary process, with the objective of correcting behaviour and improving employee performance.**
- c) **Typically this will mean that:**
 - i) **The employer will discuss any concerns with the employee beforehand; and**
 - ii) **An employee will first be formally reprimanded and then suspended before the employee is demoted or dismissed for substandard behaviour;**
 - iii) **Serious conduct can result in immediate suspension, demotion or dismissal where warranted.**
- d) The time frames outlined in **this** Article shall be from the time that the event was discovered by the Employer or **could** reasonably **have** been known by the Employer.

10.2 Right to have a Steward

- a) Every employee has the right to be represented by a Steward of her choosing or SGEU Labour Relations Officer at any meeting with the Employer or investigative proceeding that might lead to discipline.
- b) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be notified in writing or by email in advance of the purpose of the meeting and the right to have a steward or SGEU Labour Relations Officer present at the meeting. The member will be given sufficient time to arrange union representation and if necessary to schedule for a later date.

- c) An employee may choose to waive the right to Union representation. This shall be done in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange Union representation, which may result in reconvening the meeting at a later time or date.

10.3 Records of Employees

- a) Personnel records of an Employee shall be open to their scrutiny upon request and in the presence of the Employer. A Union Representative, upon request in writing by the Employee, shall have access to the file in the presence of the Employer. No evidence from the Employee's record may be introduced as evidence in any hearings of which the Employee was not aware at the time material was placed in his or her file. Employees shall have the right to make copies of any material contained in their personnel record.
- b) **The record of an employee shall not be used at any time after 24 months following a suspension or disciplinary action.**

10.4 Letter of Reprimand

- a) Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the Employee within eight (8) days of the event of the complaint. 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 Employer.
- b) **Any reprimands shall be conducted in a venue providing privacy and dignity to the parties.**

10.5 Suspension

The Employee and the Union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included.

10.6 Demotion

Thirty (30) days' notice of intention to demote shall be given to the Employee in writing and shall be set out in detail, and the reasons therefore. A copy of the notice shall be supplied concurrently to the Union.

10.7

Dismissal

- a) **The Employer may suspend an employee with pay pending an investigation into conduct that could lead to dismissal. The investigation shall be completed within 30 days. If this timeline is unable to be met and it is deemed appropriate, an extension to this time may be agreed upon between the parties.**
- b) **Where the Employer determines to dismiss the employee at the conclusion of the investigation, the Employer shall give the employee 30 days' written notice, or pay in lieu of notice including specific reasons of just cause, except in the case of dismissal for gross misconduct.**

10.8

Dismissal During Probation

During the first 400 hours of their initial probationary period employees may be terminated due to general unsuitability as considered by the Executive Director.

10.9

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 11 SENIORITY

11.1

Definition

The seniority of an Employee is defined as the length of service in hours. One year of service shall be equivalent to 1825 hours.

11.2

Seniority of Employees shall be based on the actual number of hours worked, excluding overtime.

11.3

Leave of Absence

All Employees shall continue to accumulate seniority on authorized leave of absence, excepting General or Education Leave of Absence.

11.4

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 and the number of hours worked. **The seniority** lists shall be sent to the Union in January of each year and remain posted on the bulletin board for the balance of the year.

11.5 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 eight (8) days of its submission.
- c) If laid off for a period longer than two (2) years.
- d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) 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.

11.6 Appointments Out-of-Scope

No Employee shall be appointed to an out-of-scope position without her consent, except in cases of emergency.

11.7 Return to Scope

Upon return to an in-scope position from an out-of-scope position within the agency, an Employee shall have all previous in-scope seniority restored. Seniority will not accrue while in an out-of-scope position.

ARTICLE 12 APPOINTMENTS AND STAFF CHANGES

12.1 Qualified Applicant

A qualified applicant means one who possesses the experience, knowledge, education, skills and abilities required for the position

12.2 Filling Positions from Re-employment Lists

When a position becomes vacant, and the Employer wishes to fill the vacancy, an appointment shall be made from the most senior qualified applicant on the re-employment list when such list exists. Employees shall be allowed two (2) recalls, after which seniority shall apply. **The** lists will be established on the basis of lay-off and reclassification.

12.3 Filling Positions by Competition

All vacancies and new positions which the Employer wishes to fill and for which no re-employment list exists **that** involves promotion, demotion, transfer or permanent employment shall be subject to competition within the agency. When the Employer and the Union reach an agreement, posting may not be required for that particular position.

12.4 Job Postings

Job competitions shall allow a minimum of eight (8) days for applications to be submitted and shall be announced in the form of a bulletin posted in the Employer's office. All casual Employees shall be informed by mail or email on the date of the posting or as soon as possible.

12.5 Information of Posting

The bulletin shall set out the following information:

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

12.6 Notification of Successful Competition

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

12.7 Promotions or Appointments to Permanent Staff

- a) In filling a position the qualified applicant with the most seniority shall be appointed to the position within thirty (30) days after the closing date of the posting.

- b) **Temporary Positions**

The most senior qualified staff applying for a temporary position shall be appointed for a definite time period.

12.8 On the Job Training

The Employer shall endeavour, based on its resources, to 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. Such opportunities for training shall be allocated on as equitable a basis as possible.

12.9 Probation

Employees shall be on **probation** for a maximum of **912** hours. During **probation** there shall be a training period of **400** hours where they shall be paid the training rate. **However, if the employer schedules an employee to fill a casual shift, the employee's training period shall be considered completed and shall then no longer be paid at the training rate.**

12.10 Completion of Probationary Periods

At the successful completion of the probationary periods, the Employee shall be so informed, in writing.

12.11 Employment Equity

The parties to this **Collective** Agreement recognize the importance of employment equity and the hiring of target groups. In the event that a position becomes available and there are no in-service applicants for the position, an equally qualified person of one of the target groups (aboriginal, women in a non-traditional role, disabled or visible minority) will be given priority.

ARTICLE 13 LAY-OFFS, RECALL AND BUMPING

13.1 Job Abolition and Lay-Offs

The Employer shall inform the Union in advance of any need for lay-offs and all instances of job abolition.

13.2 Written Notice of Job Abolition and Lay-Off

- a)** Written notice of sixty (60) days shall be given to any Employee in all instances of job abolition.
- b)** In the event of short term lay-off of a permanent Employee the Employer guarantees that the Employee will be provided sixteen (16) days' notice before the layoff is to be effected, but the Employer agrees to make every possible effort to provide the Employee with twenty eight (28) days' notice of short term lay off. Wherever possible, the Employer shall provide the Employee with an expected date of return to work. Employees shall be paid in lieu of such notice if such notice is not given.

13.3 Method of Lay-Off

In the event of lay-off, Employees shall be laid off in the reverse order of seniority.

13.4 Employee Options

An employee subject to lay off may:

- a) upon receipt of the notice of lay off, give written notice to exercise her bumping rights within seven (7) seven working days; or
- b) have her name placed on the recall list.

13.5 Bumping Sequence

- a) Bumping is intended to maintain an employee's rate of pay and classification, duties and responsibilities as closely as possible.
 - b) An employee may only bump into a position for which she is qualified.
 - c) An employee who elects to exercise her bumping rights shall bump in the following order:
 - i) a vacant position,
 - ii) a full-time employee in a home position with the least amount of seniority
 - iii) part-time position with the least amount of seniority

13.6 Method of Recall

Employees shall remain on the recall list to a maximum of two (2) years, as per Article 11.5.

13.7 Letter of Recall

- a) Employees being recalled from lay-off shall be notified by registered mail addressed to the last known address of the Employee concerned.
- b) It shall be the responsibility of the laid-off Employees to keep the Employer advised of their current address.

ARTICLE 14 HOURS OF WORK

14.1 Shift Workers

Hours of work for the classes:

Crisis Worker II

Crisis Worker III

Shall consist of no more than two hundred and eighty (280) hours in a fifty-six (56) day rotation (applies to permanent and temporary Employees only).

14.2 The Employer shall schedule no fewer than two (2) Crisis Workers working at the same time for at least four hours during the hours of 07:30 and 17:30.

14.3 Unit Clerk and Accounts/Benefits Clerk

Shall consist of no more than eight (8) hours in any one day, or no more than thirty six (36) hours in a week.

14.4 Daily Hours

- a) For shift work classification daily hours shall be:
 - i) Ten (10) consecutive hours per shift including a paid meal period, and
 - ii) **Five (5) consecutive hours per shift**
- b) Authorized hour(s) worked beyond ten (10) in any one (1) shift shall be considered overtime.

14.5 Shift Work

All shift work shall be scheduled on the basis of seven (7) shifts in each eight (8) week period, consisting of four (4) ten (10) hour days followed by four (4) consecutive days of rest. Alterations to the schedule may be made by mutual consent between the Employee and the Employer.

14.6 Split Shifts

There will be no split of the standard five, eight or 10 hour shifts regularly worked by an employee, as the case may be.

14.7 Casual Shift Assignment

Casual Employees will be called in to work available shifts in accordance with Article 14.8. In the event a casual is unable to cover the entire shift another casual will be called in to cover the remainder of the shift.

14.8 Posting Shift Work Schedules

- a) Wherever possible, a provisional work schedule shall be posted 28 days in advance in a place accessible to the employees.
- b) Employees may request changes to the provisional work schedule up to 14 days after it is posted, and requested changes will be accommodated if possible.

- c) A final work schedules shall be confirmed and posted no less than 14 days in advance.
- d) Employees will work the scheduled days as posted on the final work schedule, unless the Employer and all affected employees agree otherwise.

14.9 Rotation of Casuals

- a) The Employer shall maintain a list, published on the 15th day of each month, of casual employees ranked by seniority and showing each employee's hours worked to date, contact information and stated availability.
- b) Casual employees shall be called to work on the basis of seniority and hours worked, so that the most senior employee with the least hours is offered a shift first.
- c) Where there is more than 48 hours prior to the time when the shift must be filled, the Employer shall send a blanket email to all casual employees. Each casual employee who is available shall respond within two hours and the Employer shall then assign the shift to the most senior casual employee with the least hours.
- d) Where there is less than 48 hours prior to the time when the shift must be filled, the Employer shall contact casual employees in the order of their seniority and hours by telephone or text, and shall assign the shift to the first employee to respond immediately.
- e) Casual Employees may be terminated if they have not worked at least one (1) ten (10) hour shift or two (2) five (5) hour shifts during the preceding six (6) months, providing such shifts were available and offered to casual employees.

14.10 Staff Meetings

Employees who attend staff meetings while not on duty shall be paid for a minimum of two hours at straight time. Such hours shall not be included in the regular daily hours nor considered as overtime.

ARTICLE 15 OVERTIME

15.1 Definition

Authorized time worked in excess of the regular daily hours or all hours worked on a Designated Holiday shall be considered overtime.

15.2 Compensation for Overtime

- a) Overtime worked shall be paid at the rate of time and one-half (1 1/2) or the equivalent time off in lieu.
- b) All accumulated unused time in lieu shall be paid out to the Employee unless an alternate arrangement is mutually agreed to.

15.3 Compensation for Work on Days of Rest

- a) All hours worked on a regularly scheduled day of rest shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double (2) time for all subsequent hours worked or the equivalent time off in lieu.
- b) **Clause (a) does not apply when an employee is engaged in training and works a five-day week not exceeding 40 hours.**

15.4 Time Off in Lieu Of Overtime

Employees may choose to receive time in lieu at the appropriate overtime rates at a time selected by mutual agreement.

15.5 Voluntary Overtime

No Employee shall be required to work overtime against her wishes when the work can be done by other Employees.

15.6 Differential

- a) Shift Differential

Shift premiums shall apply on all hours worked between 5:00 P.M. and 8:00 A.M.

- b) Shift Premiums

The shift premium shall be a dollar (\$1.00) per hour to be paid monthly.

15.7 Phone Calls After Hours

An Employee who, after she has left her place of work, receives a phone call from management after work, which does not involve a return to her place of work, shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates, as set out in Article 15.2 (Overtime on a Regular Workday) and Article 15.3 (On a Scheduled Day of Rest).

15.8 Calculation of Overtime

- a) Crisis Workers
$$\frac{\text{Annual Rate} \times 1.5}{1825}$$
- b) Unit Assistant and Schedule/Payroll/Benefits Clerk
$$\frac{\text{Annual Rate} \times 1.5}{1870}$$

15.9 Overtime hours shall not be accumulated as seniority hours.

ARTICLE 16 DESIGNATED HOLIDAYS

16.1 Designated Holiday

Designated holiday means New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, one (1) floating holiday per year to be taken **on February 14 or on another day mutually agreed to between the parties** and any other day proclaimed as a holiday by the Federal, Provincial or Municipal government.

16.2 Working on a Holiday

An Employee who is required to work on a holiday shall be paid at the rate of straight time plus time and one half (1 1/2) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the Employee.

ARTICLE 17 VACATIONS

17.1 Definition

Vacation means annual vacation with pay.

17.2 For the purposes of calculating vacation entitlement, year means the twelve (12) month period commencing on the first (1st) day of April in each year and concluding on the thirty-first (31st) day of March of the following year.

17.3 Vacation Credits

- a) Vacation credits shall be earned on the following basis:
 - i) During the first (1st) and subsequent years including the third (3rd) year of continuous employment, one and one-quarter (1 1/4) days per month worked (fifteen (15) working days per year).

- ii) During the fourth (4th) and subsequent years including the seventh (7th) year of continuous employment, one and two-thirds (1 2/3) days per month worked, (twenty (20) working days per year).
 - iii) During the eighth (8th) and subsequent years including the 12th year of continuous employment, two and one-twelfth (2 1/12) days per month worked (twenty-five (25) working days per year).
 - iv) During the twelfth (12th) and subsequent years including the fifteenth (15th) year of continuous employment, two and one-sixth (2 1/6) days per month worked (twenty-six (26) days per year).
 - v) During the sixteenth (16th) and subsequent years including the twenty-first (21st) year of continuous employment, two and **one-third (2 1/3)** days per month worked, (twenty-eight (28) days per year).
 - vi) During the twenty-second (22nd) and subsequent years of continuous employment, two and **two-thirds (2 2/3)** days per month worked, (thirty-two (32) days per year).
- b) The Employer may, at the Employee's request, grant leave up to that which would be earned at the following March 31st.

17.4

Requesting Vacation Leave

- a) **If any request for leave is denied, the Executive Director or Assistant Executive Director shall provide written rationale for the denial.**
- b) **Vacation leave requests must be submitted for approval in writing to the Executive Director or Assistant Executive Director by:**
 - i) **March 15, in respect of vacation leave requested in the period from April 1 to September 30 or for December 24, 25 or 26; and**
 - ii) **August 15 in respect of vacation leave requested in the period from October 1 to March 31 of each year.**
- c) **The Executive Director shall make a decision on the request based on operational needs. No reasonable request shall be denied. Should there be a negative impact on operational needs due to more than one request, seniority shall govern.**
- d) **Vacation leave shall be approved or denied in writing by the Executive Director as soon as possible but no later than March 31 or September 30, as the case may be.**

- e) **Upon approval changes to the request can only be made by mutual agreement.**

17.5 Posting Vacation Schedule

Vacation schedules shall be posted **on April 1 and October 1** of each year. Once posted these dates **will not** be changed without mutual consent of the Employee and the **Executive Director or Assistant Executive Director** or in extenuating circumstances.

17.6 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 **Executive Director or Assistant Executive Director** for carryover of the entitlement to the following year. Carryover of up to five (5) days shall be approved. Consideration will be given for carry over in excess of five (5) days.

17.7 Leave While on Vacation

Where in respect of any period of vacation leave, an Employee is:

- a) Granted bereavement leave;
- b) Granted sick leave at a recognized hospital;
- c) Granted other approved leave of absence;
- d) Granted sick leave for an illness which would confine the Employee for a duration of four (4) days, a medical certificate substantiating proof of illness may be required; or
- e) When a designated holiday falls on a day during an Employee's vacation period;

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 **Executive Director or Assistant Executive Director** or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

17.8 Vacation Pay on Termination

An Employee leaving the agency 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.

17.9 Unbroken Vacation

An Employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the **Executive Director or Assistant Executive Director**.

ARTICLE 18 REQUESTING DAYS OFF

18.1 An employee may request a day or days off throughout the year, other than in accordance with Article 17.4, and the Executive Director or Assistant Executive Director shall approve or deny the request in writing.

18.2 Where a request for days off is approved, the employee may determine whether the time is to be deducted from any time in lieu to the employee's credit or from the employee's vacation credits, or, if the employee has no time in lieu or vacation credits, without pay.

ARTICLE 19 SICK LEAVE

19.1 Definition

- a) Sickness shall include sickness within the usual meaning of the term, as well as preventative medical and health treatments. Treatments including medical appointments an Employee cannot schedule outside work time and shall include illness or injury. Sick leave means the period of time an Employee is absent from work with pay by virtue of being sick or disabled, physically or emotionally, or because of an accident for which compensation is not payable under *The Workers' Compensation Act* or SGI. Employees may access sick leave credits where there is an illness in the immediate family.
- b) For the purpose of granting sick leave benefits immediate family is defined as spouse, partner, parent, child, sibling, grandparent or an individual with whom the Employee can demonstrate they have had a significant familial relationship for six (6) or more months.

19.2 Annual Paid Sick Leave

- a) 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 (15 working days per year).
- b) Casual and non-permanent employees shall accumulate sick leave credits pro-rated on the number of hours worked relative to the number of working hours required in that month.

19.3 Accumulation of Annual Paid Sick Leave

The unused portion of an Employee's sick leave shall accrue for her future benefits to a maximum of 200 days (2000 hours).

19.4 Deductions from Sick Leave

- a) A deduction shall be made from accumulated sick leave of all hours absent due to sickness of the Employee or a member of the Employees immediate family that requires the Employee's presence on normal working days (exclusive of designated holidays). Absence for a half (1/2) a day or more, and less than a full day, shall be deducted as one half (1/2) day.
- b) In exceptional circumstances, the **Executive Director** may allow an Employee to draw on future sick leave credits. If the Employee terminates or retires, any overdrawn amount owing will be recovered.

19.5 Proof of Illness

- a) An employee who intends to be absent from work due to sick leave shall notify the Executive Director or designate as soon as is reasonably practicable.
- b) The employer may require an employee who is absent from work due to sick leave for more than four (4) days to provide a physician's note that includes an estimate of the period of absence.
- c) The employer shall reimburse the employee for any cost she incurs to obtain the physician's note.

19.6 Sick Leave During Leave of Absence

- a) 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., she shall retain her existing accumulated credits at the time of such leave or lay-off.
- b) An Employee shall continue to accumulate sick leave credits for leave of absence or lay-off of one (1) month or less.

19.7 Sick Leave Records

An Employee's accumulated sick leave credits shall be made available to each Employees upon request.

19.8 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.

19.9 Use of Sick Leave for Casuals

- a) A casual Employee who, because of sickness, is unable to report for a period of work which was scheduled at least forty-eight (48) hours in advance shall be granted sick leave under this Article when requested. Such requests may be limited to available accumulated entitlements.
- b) Casuals who are promoted to a permanent full-time position shall be entitled to carry over their accumulated sick leave credits.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Union Business Leave

- a) 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 in accordance with Article 20.1(b) to attend such meetings.
- b) The Employer shall pay normal salary and benefits to Employees who are involved in negotiations with the Employer, during regular assigned working hours. The Employer shall continue to pay normal salary and benefits to Employees who attend to Union business as referred to in Article 20.1(a). The Union shall reimburse the Employer for the following costs.
 - i) Actual lost wages
 - ii) Employer's share of Employment Insurance premiums
 - iii) Employer's share of Canada Pension contributions
 - iv) Workers Compensation premiums
 - v) Employers share of premiums for any benefits
- c) In the case of continuous leave of absence for Union business, in excess of one month, the portion of annual vacation, sick leave, and designated holidays accrued over the period of time.

20.2 Leave of Absence for Full-time Union or Public Duties

- a)** 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 year. Such leave shall be renewed for each year during the terms of office. Persons taking leave under this Article shall continue to accumulate seniority during the course of the leave.
- b)** Employees on such leave for more than two continuous years, shall accumulate seniority for the first two years only. Seniority shall be restored on return to work.

20.3 Bereavement Leave

Bereavement Leave with pay shall be granted to an Employee, such leave to apply in the death of a member of an Employee's immediate family. The leave shall consist of four (4) days for crisis workers and up to five (5) days for support staff.

20.4 Pressing Necessity

- a)** Pressing necessity is permission to be absent from work, with pay, that shall be granted to an Employee in order to allow the Employee to deal with an unforeseen or emergency situation that is usually of a personal nature.
- b)** An Employee shall be granted leave with pay for pressing necessity not exceeding five (5) consecutive working days in each instance, not to exceed fifteen (15) days per year. These days are not cumulative from one year to the next. For the purposes of this Article, a year shall be in accordance with the provision of Article 19.2.
- c)** On request, Employees will be required to show proof of the sudden or unusual occurrence.
- d)** Pressing necessity shall not be granted in circumstances where other types of leave are available within the Collective Agreement. (i.e. Sick Leave, Bereavement Leave, etc.) This leave shall include one (1) day for moving.

20.5 Compassionate Care Family Leave

- a)** An Employee shall notify the Employer of their intent to access Compassionate Care Family Benefits through Employment Insurance. Employees who have accessed Compassionate Care benefits under *The Employment Insurance Act* shall be

granted an unpaid leave of eight (8) weeks to care for a seriously ill family member.

- b) During the leave the Employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.
- c) The Employer will provide payment equal to 97% of the actual weekly rate of pay for the Employee's classification, which the Employee was receiving on the last day worked, prior to the commencement of the leave, during the two (2) week EI waiting period and the difference between the payments received from EI and 97% of the Employee's, actual weekly rate of pay for the Employee's classification, which the Employee was receiving on the last day worked, prior to the commencement of the leave, for six (6) weeks. Such payment shall be charged against the Employee's sick leave accumulated benefits.
- d) The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the Employee shall continue to accrue all benefits and seniority but shall not continue to receive salary payment.
- e) The total leave available under this article shall generally not exceed beyond one year.

20.6

Parental Leave

- a) Parental Leave shall be granted when an employee provides the immediate supervisor with:
 - i) a medical certificate confirming the pregnancy of the employee or the employee's spouse or
 - ii) a copy of the guardianship order or agreement certifying that the employee is about to adopt or obtain guardianship

The certificate or **Collective** Agreement shall contain the expected leave date.

- b) Parental leave consists of any period of up to twelve (12) months in any combination before, or after the birth, adoption or guardianship of the child. Where a doctor's certificate is provided stating that a longer period of leave is required, an extension of up to twelve (12) additional months shall be allowed. Additional periods of leave may be allowed at the discretion of the Employer.

- c)** A leave granted to an employee in a term position cannot extend beyond the end of the term.
- d)** In the event of medical complications arising out of pregnancy such that the Employee is unable to return to work at the expiry of an approved leave of absence, the Employee will receive payment of normal salary from accumulated sick leave credits in accordance with Article 19.
- e)** The Employer shall not dismiss or lay-off an Employee solely because the Employee is pregnant or has applied for parental leave.
- f)** While on the parental leave an Employee shall accumulate seniority for the days the Employee would normally have been employed, accumulate service toward increments and accumulate all other benefits.
- g)** Subject to the qualifying provisions of the benefit plans, an Employee on parental leave will maintain pension and insurance benefits for the period in which she would normally have been employed.
- h)** When an Employee elects to return to work prior to the expiration of parental leave, fifteen (15) days' notice in writing, shall be provided to the Employer. The Employee on such leave will be allowed to return early from leave, providing the Employer would not be obliged to pay two individuals for the same position. Upon return, the Employee shall be placed in the Employee's former position or equivalent.
- i)** Parental Leave Allowance.
- i)** An employee on the leave and in receipt of Employment Insurance benefits or serving the two (2) week waiting period shall be entitled to receive her weekly rate of pay for the first two (2) weeks.
- ii)** At least one month prior to commencement of the leave, the employee shall notify the Executive Director in writing of her choice to be paid either:
- the difference between the Employment Insurance benefits and her weekly rate of pay for a maximum of fifteen (15) additional weeks; or
 - the difference between the Employment Insurance benefits and 80% of her weekly rate of pay for a maximum of thirty (30) additional weeks.
- j)** The employee on maternity leave may access her sick leave credits for the health-related portion of the leave as determined

by her licensed medical practitioner. Employees who do not have enough sick leave credits to provide this benefit will be advanced sick leave credits to a maximum of fifteen days.

- k) The employer will pay its usual share of benefit premiums on behalf of the employee during her health related absence while on the leave.
- l) Any additional leave shall be leave without pay.

20.7 Guardianship Leave

Employees who make application for guardianship leave are entitled to eight (8) paid days or shifts.

20.8 Jury Duty and Court Witness

- a) Time spent by an Employee to serve as a juror or court witness shall be considered time worked at the appropriate level of pay.
- b) The Executive Director shall be informed of any required court appearances of any staff and all conduct monies received by any staff person shall be paid to Mobile Crisis Services, Inc.

20.9 Child Care Leave

Any Employee shall be entitled to a leave of absence without pay for a maximum of twelve (12) months without loss of seniority or accumulated benefits for the purpose of caring for their child or children.

20.10 Adjudicated Claims

- a) Employees who are on Long Term Disability, Workers Compensation or SGI Bodily Injury Benefits shall be given leave of absence until they are fit to return to work.
- b) Employees who are fit to return to work shall be reinstated in their previous position or an equivalent position.
- c) Employees on the leaves shall continue to accrue seniority during the term of the leave based on the average monthly seniority accrued in the previous 52 weeks.
- d) The Employer and the Union agree to find employment within the bargaining unit for Employees able to work, but unable to fully return to their former position, but only to the extent that no undue hardship is thereby created.

20.11

General Leave of Absence

- a) Leaves of absence other than those stated in this **Collective Agreement** may be requested by an Employee with two (2) years or more continuous employment with the Agency. Such leave may be taken for a maximum period of up to twelve (12) months.
- b) No request for such leave may be unreasonably denied by management. The Employer shall grant such leave based on adequate coverage being maintained.
- c) The Employer shall inform the Union of all requests, approvals and changes of General Leaves of Absence.
- d) Thirty days prior to the end of the leave, the Employee shall advise the Employer of their intent to return to work or resign. Failure by the Employee to provide this notice without reasonable justification is deemed to have resigned.
- e) Requests for General Leaves of Absence shall be made sixty (60) days in advance and shall include a date of return.
- f) Employees granted General Leave of Absence shall not continue to earn seniority, but shall retain their accumulated seniority upon returning from such leave, and shall be re-instated in their former position.
- g) During a General Leave of Absence of one month or less, Employees shall be entitled to the maintenance and accumulation of benefits as provided by this Collective Agreement.

20.12

Education Leave of Absence

- a) Leave of absence without pay to pursue job related educational opportunities may be requested by an Employee with **two** years or more of continuous service with the Agency. Such leave may be taken for a maximum period of up to two years.

No request for such leave shall be unreasonably denied by management. The Employer shall grant such leave based on adequate coverage being maintained.
- b) Requests for Educational Leave shall be made sixty (60) days in advance and shall include a date of return.
- c) Employees granted Educational Leave of absence shall not continue to earn seniority, but shall retain their accumulated

seniority and benefits upon returning from such leave, and shall be re-instated in their former or a comparable position.

- d) Employees granted Educational Leave of Absence shall give thirty (30) days' written confirmation of their date of return to work.

ARTICLE 21 PAY ADMINISTRATION

21.1 The wage schedule covering Employees occupying positions in the classification plan shall be set out in Schedule A, forming part of this **Collective** Agreement.

21.2 Equal Pay for Similar Work

Employees shall receive equal pay for similar work.

21.3 Increments

- a) For the purpose of calculating increments for full-time Employees, an Employee who commences employment during the period from the first to the fifteenth (15) of the month shall be granted an annual increment as if she commenced employment on the first day of that month.
- b) An Employee who commences employment during the period from the sixteenth (16th) to the end of that month shall be granted an annual increment as if she commenced employment on the first (1st) day of the following month.
- c) Casual or part-time Employees shall receive one-half increment after having worked half the annual hours in their designated program.

21.4 Increments after a Leave of Absence

An Employee will be given credit for service up to and including the first three (3) months of any leave of absence.

21.5 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.

21.6 Pay Periods

- a) Mobile Crisis Employees shall be paid monthly.

- b) Upon request, advance shall be provided prior to vacation period. Advances may be granted in other extenuating circumstances.

21.7 Statement of Earnings

Every employee shall receive a written statement showing:

- a) **The name of the Employer,**
- b) **The name of the employee,**
- c) **The period for which payment is made,**
- d) **The number of hours for which the payment is made,**
- e) **The rate(s) of pay,**
- f) **Shift differential**
- g) **The amount of gross wages for the period for which payment is made,**
- h) **The amount of vacation pay paid during the period for which payment is made,**
- i) **An itemized statement of any deductions made from the wages,**
- j) **The net amount of payment made.**

21.8 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.

21.9 Calculation of Sick Leave and Vacation

For the purposes of computing sick leave and vacation entitlement, an Employee who commences employment during the period from the first to fifteenth of the month, will receive credit for the month's service. Employees commencing employment from the sixteenth (16th), to the end of the month will be considered as commencing their service, for sick leave and vacation purposes, on the first day of the following month.

21.10 Promotion

On promotion of an Employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum

yields less than an eight per cent (8%) increase. In such a case, her rate shall be adjusted to the step in the pay range yielding at least 8%.

21.11 Temporary Performance of Higher Duties

An Employee who is temporarily assigned higher duties shall be paid in accordance with the promotional formula.

21.12 Pay for a Partial Month

During a month where a full-time Employee is working a partial month and there is a conflict between the hourly rate of pay and the monthly rate of pay in the calculation of any wage pay out, the monthly rate shall apply.

21.13 Outside Employment

All permanent full-time and permanent half-time employees shall inform the Employer of any compensable employment at which the employee is engaged. The employee shall inform the Employer in the form of written notice.

ARTICLE 22 JOB CLASSIFICATION AND RECLASSIFICATION

22.1 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 class.

22.2 Classification Shall be Submitted to the Union

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

22.3 Manual of Class Specifications

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

22.4 Changes in Classification

When the volume of work or 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 **Collective** 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.

22.5 Challenge from Senior Employees

When reclassification is due to new or additional duties and responsibilities, the most senior qualified Employee.

22.6 Downward Classification

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

ARTICLE 23 EMPLOYEE BENEFITS

23.1 Workers' Compensation Pay Supplement

An Employee prevented from performing her 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 her regular salary for a minimum of six (6) months. If her application to the Workers' Compensation Board is rejected she will be granted sick leave or leave without pay.

23.2 Personal Property Loss

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

23.3 Pension/RRSP Plan

- a) The pension plan shall cover all Employees as determined by Article 2 of the Collective Agreement.
- b) The Employer and Employee shall each contribute seven percent (7%) of gross salary.

23.4 Life Insurance and Dental Plan

- a) Employees who have completed one (1) months' service in a permanent position, shall be eligible for life insurance coverage of up to two (2) times their annual salary through the carrier determined by the Union.
- b) Employees will be covered by the carrier determined by the Union as set out in their policies.

- c) The Employer will pay the premiums of the Group Life and Dental Plans. Coverage of dental work is based on current dental fees as they may be amended from year to year.
- d) The Employer shall continue to pay the cost of benefits as described above during leaves of absence of less than one month's duration, and on the following other leaves of absence greater than one month: sick leave, vacation leave, parental leave, education leave and leaves to work on other positions for the Employer. All other leaves of absence greater than one month's duration shall terminate those Employee's benefits as described above.

23.5 SGEU Long Term Disability Plan

The Employer agrees to deduct and submit to SGEU, premiums for the SGEU LTD Plan.

23.6 Legal Costs

- a) An Employee who is charged with a criminal offence or has civil action taken against them resulting from an action carried out in good faith and within the scope of the Employee's employment duties and responsibilities shall be provided with legal counsel at the Employer's expense, as per the Employer's policy. The Employer will provide this protection by way of an insurance policy placed with an independent agency.
- b) The legal representative who is retained will be as selected by the insurer.
- c) The Employer shall maintain Malpractice Liability Insurance.

23.7 Health and Welfare Trust

- a) The Employer shall enrol all Employees in the SGEU Health and Welfare Trust to provide for optical, drug and Extended Health coverage.
- b) The Employer shall pay the premiums (single, couple or family) on behalf of all Employees.

23.8 Professional Development Funding

- a) Upon approval of the budget each fiscal year, the Employer agrees to inform the Employees of each program of the amount of money available for professional development for that fiscal year.

- b) This will allow for individual and staff planning of professional development for the coming year.
- c) Approval of request for professional development funds will rest with the Employer.

ARTICLE 24 TRAVEL AND ALLOWANCES

24.1 Use of Employee Vehicle

- a) 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 her own automobile at the approved mileage rate. If an Employee does not elect to use her own automobile, the Employer will, when necessary provide alternative transportation appropriate to the occasion.
- b) The Employer and the Union agree to use current rates of travel and allowances as per the PSC/SGEU Collective Agreement.

ARTICLE 25 SAFETY AND HEALTH

The parties recognize the importance of Occupational Health and Safety in the workplace. In addition to the Articles contained in this **Collective** Agreement, the Employee has full protection of the Occupational Health and Safety Act.

25.1 Occupational Health and Safety

- a) The Employer shall make provisions for the safety and health of Employees during hours of work. Employees shall endeavour to point out any health and safety hazards.
- b) Joint - Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two members and not more than twelve (12) member, unless specifically agreed by all members of the workplace **Occupational Health and Safety** Committee. At least one half (1/2) of the committee members shall be Employees elected or appointed by the Union members and each committee shall have Employer and Employee chairpersons, as appointed by their respective parties.

25.2 Health and Safety Orientation and Instruction

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

25.3 Working Alone

Where any worker works in relative isolation, the Employer shall provide an effective means of checking on the well-being of the worker at intervals that are appropriate in the circumstances.

25.4 Occupational Health Committee

- a)** The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet no less than quarterly. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns.
- b)** Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives.
- c)** The Employer will consider as hours worked, all time spent by committee members at committee meetings, conducting committee business, and reporting to Employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.

25.5 Committee Minutes

- a)** Every committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the committee, with copies promptly forwarded to the Employer, and the relevant Ministry of the Government of Saskatchewan. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any Employee and the Union.
- b)** Minutes of committee meetings shall be posted in the workplace and shall be made available concurrently to the Employer, the Union and the Occupational Health and Safety Branch.

25.6 Workplace Inspections

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

25.7 Committee Investigations

Each committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the relevant Ministry of the Government of Saskatchewan if required or deemed advisable.

25.8 Right to Refuse

- a) Every Employee through consultation with his/her steward, has the right to refuse work which she feels is dangerous, provided that prior to such refusal, she has informed her supervisor and the worker committee co-chairperson of his/her opinion.
- b) The committee shall promptly investigate each refusal and, if it is able, make a decision on whether such refusal was warranted. If such action was warranted, the committee will notify the Employer of any unsafe condition and the Employer will undertake suitable corrective measures, and report in writing to the committee of action taken. If such action was not warranted, the committee will meet with the workers affected, and report to them, the reasons for its decision.
- c) The Employer shall not reassign disputed work to another worker until the committee's investigation has concluded that the work is safe.
- d) If the Employer takes action against any worker (such as discipline, demotion, transfer, etc.), such action will be considered to be discriminatory unless the Employer shows good and sufficient other reasons for taking such action. A temporary transfer to other duties with no loss in pay or benefits during the Employee's refusal will not be considered as discriminatory action.

25.9 Occupational Health Committee Training

Subject to reasonable notice being given, all committee members or alternates of an **Occupational Health and Safety** Committee shall be entitled to up to five days leave with pay, per year, for purposes of

attending Occupational Health and Safety training courses, seminars or courses of instruction.

25.10 Provision of Information

- a)** The Employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all Employees, as reported to the Workers' Compensation Board.
- b)** The Employer will notify the committee and the Union's Chief Executive Officer when the Employer becomes aware of the following:
 - i)** Any Notice of Contravention it receives, and will notify both of the progress the Employer is making towards remedying such Notice of Contravention,
 - ii)** Any fatality or serious bodily injury sustained by any Employee,
 - iii)** Any dangerous occurrence that may have caused injury to any Employee.
- c)** The Employer will notify the Union-when the Employer conducts or has conducted for it, any investigation or study:
 - i)** Of the workplace where it may have a bearing on any occupational health and safety matter that may affect Employees,
 - ii)** Of any accident or injury or dangerous occurrence,and the Employer shall promptly furnish the Union with a copy of all interim and final reports prepared as a result of such investigations.
- d)** The Employer will provide to the Union, any report the Employer receives from a third party that has any bearing on any occupational health and safety matter that may affect Employees.

25.11 First Aid

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

25.12 Recognition of Social Illness

- a)** 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.

Employees whose spouse is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with her spouse in such rehabilitative program.

- b) It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgement of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain disciplinary measures within the framework of the Collective Agreement.

ARTICLE 26 TECHNOLOGICAL CHANGE

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

26.1.1 Introduction of Technological Change

- a) If a technological change is introduced and is likely to effect the terms, conditions or 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.
- b) The notice shall be in writing and shall state:
 - i) The nature of the technological change.
 - ii) The date upon which the Employer intends to effect the technological change.
 - iii) The number and type of Employees likely to be affected by the technological change.
 - iv) The effect that the technological change is likely to have on the terms and conditions of tenure of employment of the Employees affected.

26.2 Training

In the event of technological change, the Employer may request an Employee to upgrade or improve skills as required by the technological change. No permanent Employee shall be dismissed, suffer reduction in pay, 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 27 JOB SECURITY

27.1 Present Conditions and Benefits

All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this **Collective** Agreement, but may be modified by mutual agreement between the Employer and the Union.

27.2 Agreement Subject to Applicable Laws

All provisions of this **Collective** Agreement are subject to any applicable laws now or hereafter affected.

27.3 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the Employer endeavours to ensure within their capabilities that:

- a) Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new Employer.
- c) Conditions of employment and wage rates for the new Employee shall be equal to the best provisions in effect with either Employer.
- d) No Employee shall suffer a loss of employment as a result of merger.
- e) Preference in location of employment arising from the merger shall be determined on the basis of seniority.

ARTICLE 28 HARASSMENT

The Union and the Employer finds any form of harassment reprehensible and will not tolerate it in the workplace.

28.1 Policy

- a) The Employer **will maintain a Harassment Policy as required under Saskatchewan law and in accordance with *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act* in order to prevent harassment, and establish procedures to deal with instances of harassment that may occur, and provide appropriate consequences **have occurred.****

- b) It is important that **any employees** who are victims of harassment feel they can bring their complaints forward. It is equally important that the person, against whom allegations have been made, **has** the opportunity to **respond to** those allegations. The **Employer will ensure that its harassment policy is fair and is applied fairly so as to ensure that the rights of the complainant and the respondent are fairly and equitably represented.**
- c) **The Employer's current policy on harassment is appended to this Collective Agreement s Appendix B and will be replaced as and when revised as required in accordance with provincial legislation.**

ARTICLE 29 JOB SHARE

29.1 Definition

Job sharing is the voluntary sharing of a permanent position in a structured manner by more than one (1) person, one of whom is the permanent incumbent of the position.

29.2 Explanation

Job sharing is intended to allow a permanent Employee to work less than regular full time hours in their position while maintaining status as a permanent Employee. It is intended to better accommodate the hours of work of the Employee to their personal needs where this is operationally feasible. Only the permanent incumbent of a position can initiate a request to establish a job share arrangement. Approval of the job share request resides with management; such an approval will be subject to the feasibility of accommodating the request to operating requirements.

29.3 Initiation and Approval

- a) The proposal to establish a job sharing arrangement is initiated by the Employee through an application to the Executive Director.
- b) The Executive Director will review the feasibility of the request against operational needs. Any such requested arrangement must be approved by management and the elected Union representative and will not be unreasonably denied.

29.4 Duration, Renewal, Termination

- a) An approved job sharing arrangement shall be for a maximum of one (1) year and a minimum of three (3) months. For the permanent incumbent, all approved job shares will start on the first working day of the month.

- b) An existing job sharing arrangement can be renewed for additional periods not exceeding one (1) year by following the same steps set out in paragraph 3 (above).
- c) An existing arrangement will end at the end of the agreed term in the absence of agreement to renew. An agreement may be terminated by the participating Employee, or the Employer, on thirty (30) days' notice. This notice to terminate will be concurrently provided to the non-permanent Employee participating in the job share arrangement. The notice to terminate the arrangement prior to the agreed term will also be concurrently provided to the Union. By mutual agreement of the parties, the thirty (30) working day notice period may be shortened.
- d) If as a result of a job sharing arrangement, the Employer reassigns duties and subsequently chooses to have the position classification allocation reviewed, the Employer will prior to commencing such review, inform the Union and the Employee.

29.5 Staffing the Shared Position

- a) The job-shared position will be occupied by the permanent incumbent of the position on a reduced time basis.
- b) The permanent incumbent will be allowed to reduce their hours of work to a minimum of 50%.
- c) The remainder of the job-shared position will be filled in accordance with Article 12.
- d) Where, during the term of a work sharing arrangement, the employment of the non-permanent participant terminates, the permanent incumbent may be required to reassume working regular hours pending the assignment of replacement non-permanent Employees. The Employer will make this assignment as promptly as possible.

29.6 Benefits

Employees who job share shall retain seniority, sick leave and vacation leave accumulated prior to the commencement of the job share arrangement. In addition, these benefits shall continue to accrue, and be expended, on a pro rata basis for Employees involved in the arrangement.

29.7 Reversion Rights

On the termination of the job share arrangement, the permanent Employee will revert to regular full time hours of the position occupied. The non-permanent Employee will be covered by Article 13.

29.8 Work Load

A job share arrangement is not intended as a means to increase or decrease workload. In establishing a job sharing arrangement, it is expected that the regular workload for the position will be maintained.

29.9 Conditions of Employment

- a)** The following illustrates the application of the job share arrangement for the permanent incumbent:
- b)** Vacation Leave will be earned and expended on a pro rata basis. (e.g. Employees entitled to three (3) weeks' vacation working 50% of work hours for 12 months would receive 7.5 days' paid vacation leave.)
- c)** Sick Leave will be earned and expended on a pro rata basis (e.g. Employees working 50% of work hours for 12 months would earn 7.5 days sick leave.)
- d)** Seniority shall be based on the actual number of hours worked as per Article 11.
- e)** Increments, where applicable, will be earned in accordance with Article 21.3 Increments.
- f)** Designated Holidays are paid for in the monthly salary and are included in the reduced monthly salary at the appropriate percentage.
- g)** Earned Day Off: Employees will continue to take the Earned Day off within the job share arrangement.
- h)** Overtime: Overtime will be paid as per Article 15.

NOTE: The permanent incumbent in a job share arrangement will not be required to work hours in excess of the agreed upon reduced hours of the work arrangement.

29.10 Employee Benefits

- a)** Pension Plan: Contributions shall be in accordance with Article 23.3.

- b) Dental Plan: Coverage will be provided in accordance with the terms and conditions of the Dental Plan.
- c) Group Life Insurance: Coverage of previous full time salary (subject to any retroactive increases) for a maximum of 2 years.

ARTICLE 30 DEFERRED LEAVE OF ABSENCE PLAN

- a) The employer will establish a Deferred Leave of Absence Plan that will outline the policy and application of the plan.
- b) This policy will be jointly developed with the Union and will be based on the following principles:
 - i) Deferred Leave of Absence plan is to enable Employees to plan and finance a leave of absence.
 - ii) Funds of up to 33% of their basic salary to finance a future leave of absence, using pre-taxed dollars. To offer this tax advantage, this plan must operate within Income Tax Regulations.
 - iii) Application for this plan must be made between April 1 to May 15th of each year by an Employee with three years or more of service with the Agency.
 - iv) The period of salary deferral shall be at least one year and not exceed six years.
 - v) The period of leave requested for deferred leave shall be at least six months but not greater than twelve months.
 - vi) Only one staff at a time may cess the Deferred Leave of Absence Plan
 - vii) The deferred salary shall be maintained by the Agency with statements of contributions provided on each pay cheque with a total to date of all contributions.

ARTICLE 31 TERMS OF COLLECTIVE AGREEMENT

31.1 Duration

This **Collective** Agreement shall be binding and remain in effect from April 1, **2015** to March 31, **2020** and shall continue from year to year thereafter unless either party gives to the other party notice in writing in accordance to Article 31.3.

31.2 Changes in Collective Agreement

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

31.3

Notice of Changes

- a) Either party desiring to propose changes to this Agreement shall, at least sixty (60) and no more than 120 days prior to the termination date, give notice in writing to the other party of the changes proposed within eight (8) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new **Collective** Agreement.
- b) At the commencement of negotiations, each party shall provide the other with its proposals to amend the Agreement, neither party may later add new proposals without the other's consent.

31.4

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

31.5

Retroactivity

All changes in the new **Collective** Agreement shall be adjusted retroactively, unless otherwise specified.

31.6

Wage and Benefit Re-Opener

- a) The employer shall provide full disclosure to the Chair of the Bargaining Unit within thirty (30) days of any new or additional funds made available by the Government of Saskatchewan or any other funding source.
- b) 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.

APPENDIX A - Rates Effective: April 1, 2015

Crisis Worker II

Step 1	1 1/2	Step 2	2 1/2	Step 3	3 1/2	Step 4	4 1/2	Step 5	5 1/2	Step 6
4302.76	4401.96	4501.54	4605.60	4709.54	4817.59	4927.10	5041.28	5154.75	5273.32	5392.89
28.29	28.94	29.60	30.28	30.97	31.68	32.40	33.15	33.89	34.67	35.46

Crisis Worker III

(Team Leader)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4733.06	4951.72	5180.48	5419.82	5670.23	5932.19
31.12	32.56	34.06	35.64	37.28	39.01

Hours Required per Step

Step 1	0	912
1/2	913	1825
Step 2	1826	2737
1/2	2738	3650
Step 3	3651	4562
1/2	4563	5475
Step 4	5476	6387
1/2	6388	7300
Step 5	7301	8212
1/2	8213	9125
Step 6	9126	

Gambling Counsellor

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1865.26	1960.31	2054.60	2149.01	2243.50	2337.92
24.53	25.78	27.02	28.26	29.50	30.75

Account & Benefit Worker

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3248.19	3412.63	3577.08	3629.60	3905.98	4070.29
20.78	21.88	22.95	23.29	25.07	26.12

Unit Clerk

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3007.72	3160.16	3216.08	3465.00	3617.43	3769.85
19.30	20.28	20.64	22.24	23.21	24.19

Training Rate

Step 1
4107.80
27.09

APPENDIX A - Rates Effective: April 1, 2016

Crisis Worker II

Step 1	1 1/2	Step 2	2 1/2	Step 3	3 1/2	Step 4	4 1/2	Step 5	5 1/2	Step 6
4418.93	4520.81	4623.08	4729.95	4836.70	4947.66	5060.13	5177.39	5293.93	5415.70	5538.50
29.06	29.73	30.40	31.10	31.80	32.53	33.27	34.04	34.81	35.61	36.42

Crisis Worker III

(Team Leader)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
4860.85	5085.42	5320.35	5566.16	5823.33	6092.36
31.96	33.44	34.98	36.60	38.29	40.06

Hours Required per Step

Step 1	Zero	912
1/2	913	1825
Step 2	1826	2737
1/2	2738	3650
Step 3	3651	4562
1/2	4563	5475
Step 4	5476	6387
1/2	6388	7300
Step 5	7301	8212
1/2	8213	9125
Step 6	9126	

Gambling Counsellor

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1915.62	2013.24	2110.07	2207.03	2365.94	2401.05
25.19	26.48	27.75	29.02	31.14	31.58

Account & Benefit Worker

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3335.89	3504.77	3673.66	3727.60	4011.44	4180.19
21.41	22.49	23.58	23.92	25.74	26.82

Unit Clerk

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
3088.93	3245.48	3302.91	3558.56	3715.10	3871.64
19.82	20.83	21.10	22.84	23.84	24.84

Training Rate

Step 1
4218.71
27.74

APPENDIX B - HARASSMENT POLICY

PURPOSE

This policy reflects Mobile Crises Services' (MCS) position that employees and others acting on its behalf are entitled to respectful treatment in the workplace. It provides guidelines, which assist MCS in its responsibility to comply with *The Saskatchewan Employment Act (Act)*.

Although this policy is required as part of MCS's legal compliance, it also represents the organization's full commitment to protecting the health and safety of all workers who may be exposed to harassment.

SCOPE

This policy applies to the conduct of everyone at MCS's place of employment and any location where MCS employment activities are undertaken. Section 3-1(1)(l) of the Act defines "harassment" as any inappropriate conduct, comment, display, action or gesture by a person that either:

- is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or
- adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and
- that constitutes a threat to the health or safety of the worker.

Occupational Health and Safety means:

- the promotion and maintenance of the highest degree of physical, mental and social well-being of workers;
- the prevention among workers of ill health caused by their working conditions;
- the protection of workers in their employment from factors adverse to their health;
- the placing and maintenance of workers in working environments that are adapted to their individual physiological and psychological conditions; and
- the promotion and maintenance of a working environment that is free of harassment.

To constitute harassment either of the following must be established:

- repeated conduct, comments, displays, actions or gestures must be established; or

- a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the worker.

Harassment does not include any reasonable action that is taken by an employer relating to the management and direction of the employer's workers or the place of employment.

Harassment is not limited to incidents that occur within a traditional workplace. Work-related harassment can occur at off-site business-related functions (conferences, trade shows), at social events related to work, in clients' homes, or away from work but resulting from work. The harasser could be any employee, Board member, practicum student, or anyone else who acts on behalf of MCS. Harassment can also be perpetrated by someone other than an employee, but with whom the worker is required to be in contact with, such as clients or the public.

ORGANIZATIONAL COMPLIANCE

It is the responsibility of all employees to become familiar with this policy, which will guide their actions regarding harassment at work. Under the Act, MCS is required to take reasonable steps to prevent and stop harassment that arises out of, or is connected to, a worker's employment. An employee involved in harassing behaviour will be disciplined according to the MCS policy. In such cases, discipline may be up to and include termination of employment. This policy is consistent with the Mobile Crisis Services Inc. Collective Agreement.

LEGAL COMPLIANCE

MCS has a moral obligation, as well as a legal responsibility, to comply with the provisions of the Act.

POLICY

All people have a right to healthy and safe work environments, free from harassment. MCS has a legal obligation to ensure, as much as reasonably practicable, that workers are not exposed to harassment with respect to any matter or circumstance arising out of employment. MCS is committed to providing a workplace in which the dignity of every individual is respected. Confirmed incidents of harassment and inappropriate behaviour will not be tolerated. MCS will take corrective action respecting any person who subjects any worker to harassment.

Harassment can exist even where there is no intention to harass or offend. Every employee must take care to ensure his/her conduct is not offensive to others.

MCS recognizes two categories of harassment:

- 1. Harassment Based on Prohibited Grounds;**
- 2. Personal Harassment.**

Harassment Based on Prohibited Grounds relates to harassment based on one of the prohibited grounds listed in OH&S legislation: race, creed, religion, colour, sex, marital status, sexual orientation, family status, mental and physical disability, physical size or weight, age, nationality, ancestry or place of origin. This includes any inappropriate conduct, comment, display, action or gesture by a person that constitutes a threat to the health or safety of the worker. This type of harassment is prohibited in the Act and *The Saskatchewan Human Rights Code*. Harassment based on prohibited grounds extends to sexual harassment, which is conduct, comment, gesture or contact of a sexual nature that is offensive, unsolicited or unwelcome. Sexual harassment may include:

- a direct or implied threat of reprisal for refusing to comply with a sexually orientated request;
- unwelcome remarks, jokes, innuendoes, propositions or taunting about a person's body, attire, sex or sexual orientation;
- displaying pornographic or sexually explicit pictures or materials;
- unwelcome physical contact;
- unwelcome invitations or requests, direct or indirect, to engage in behaviour of a sexual nature;
- refusing to work with or have contact with workers because of their sex, gender or sexual orientation.

Note that certain types of conduct, such as displaying a poster or making comments that are overheard by another worker, are not specifically directed at one individual. However, such conduct may still be considered harassment based on prohibited grounds.

Personal Harassment is not based on prohibited grounds, and is sometimes referred to as "bullying". This includes any inappropriate conduct, comment, display, action or gesture by a person that adversely affects a worker's psychological or physical well-being, and the perpetrator knows or ought to reasonably know would cause the worker to be humiliated or intimidated. Personal harassment may involve repeated conduct or a single serious incident that causes a lasting harmful effect on the worker. It may include:

- verbal or written abuse or threats;
- insulting, derogatory or degrading comments, jokes or gestures;
- personal ridicule or malicious gossip;
- unjustifiable interference with another's work or work sabotage;

- refusing to work or co-operate with others;
- shunning or ostracizing;
- interference with or vandalizing personal property.

Harassment is not day-to-day management or supervisory decisions such as work assignments or job assessments, or actions such as performance reviews or coaching.

Implementation of appropriate workplace policies and procedures, and disciplinary actions are not considered to be harassment, even though they could involve consequences employees may consider unpleasant. MCS is committed, however, to carrying out managerial actions in a manner that is reasonable and not abusive.

Other situations that do not constitute harassment include:

- physical contact necessary for the performance of the work using accepted professional standards;
- conduct which all parties agree is inoffensive or welcome, including mutually accepted social banter;
- conflict or disagreements in the workplace that are not based on one of the prohibited grounds.

MCS employees have the right to bring harassment concerns to a Team Leader, the Assistant Executive Director, or the Executive Director without fear of reprisal. The matter will be addressed in a confidential and professional manner. Retaliation against a person who makes a complaint regarding harassment by an MCS employee is prohibited. Employees can be assured that harassment complaints will be dealt with consistently, competently, fairly and effectively.

If the Executive Director or the Assistant Executive Director has grounds to believe that a complainant will be exposed to continued harassment or reprisal, while waiting for the investigation or resolution process to occur, immediate action will be taken to protect the worker from continued harassment or reprisal. This may include:

- cautioning the alleged harasser about the types of behaviour that will not be tolerated;
- moving the alleged harasser to another team;
- moving the complainant to another team;
- suspending the alleged harasser with pay while waiting for a final determination.

The Team Leader, Assistant Executive Director or Executive Director may initially counsel the complainant, when appropriate, to clearly and firmly express to the alleged harasser that the harassment is objectionable and must stop. If this action has been taken and the harassing behaviour continues, the employee must report this to the Team Leader, Assistant Executive Director or Executive Director.

The Executive Director or Assistant Executive Director may, based on best judgment and with the permission of the complainant, handle the harassment complaint informally. The alleged harasser may be named and an information intervention may take place. In such cases, the complainant may not necessarily seek an admission of guilt or apology from, or discipline for, the alleged harasser. Rather, the complainant is looking for an agreement with the alleged harasser that the offensive behaviour will not continue. This agreement, facilitated by the Executive Director or Assistant Executive Director, may or may not be in writing, depending on the seriousness of the harassing behaviour.

MCS may choose, at this time or any time a harassment issue arises, to use a mediator to facilitate a constructive conversation between a complainant and an alleged harasser. This approach will be used particularly if their relationship has deteriorated to the point of being unable to interact with each other constructively without assistance.

MCS may choose, at this time or any time a harassment issue arises, to have a harassment refresher session with the entire staff to correct any issues with lack of awareness.

The Executive Director or the Assistant Executive Director, consulting with the Team Leaders as appropriate, may at any point launch a formal investigation of a violation of this policy of harassing behaviour. A formal investigation may be required in order to prevent deterioration of the work environment and to protect employees from unnecessary anxiety. A formal investigation includes obtaining all the facts and the perspectives of the complainant and the alleged harasser. There will be no unnecessary delay between receiving the complaint, conducting the investigation, preparing the investigation report and taking action following the investigation.

During the investigation process, the alleged harasser is entitled to be informed of all the allegations made against him/her and allowed the opportunity to make full answer and defence. The complainant and the alleged harasser will be made aware of the outcome of the investigation as soon as possible after its completion.

MCS will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking corrective action with respect to the complaint, or required by law.

A formal investigation could result in discipline for the harasser up to and including termination of employment. If the complaint has been found to be malicious or vexatious, the complainant could be disciplined up to and including termination of employment.

MCS will ensure that any action taken as a result of the investigation will be:

- effective in stopping harassment and preventing its recurrence;
- effective in protecting the complainant or others from reprisal;
- protective of the privacy of the complainant and the harasser as much as possible;
- consistent with the Collective Agreement;
- appropriate to the seriousness of the harassing behaviour.

The severity of the discipline will depend on:

- the seriousness of the harassing behaviour;
- whether the conduct is an offence under the Criminal Code;
- whether the conduct is an offence under the Act or *The Saskatchewan Human Rights Code*;
- the extent of the mental or physical injury caused to the complainant by the conduct;
- whether the harasser persisted in behaviour that was known to be offensive to the complainant;
- whether the harasser abused a position of authority.

The severity of the discipline will also depend on the assessed risk of the harasser continuing with similar harassing behaviour, which may be based on:

- whether the harasser acknowledges the conduct was unacceptable and makes a commitment to refrain from participating in future harassment;
- whether the harasser has apologized to the complainant or taken action to repair any harm caused by the conduct;
- whether the harasser has agreed to participate in awareness sessions, training or other recommended counselling or treatment.

Nothing in this policy prevents or discourages a worker from referring a harassment complaint to a third party. An employee may also file a complaint with the Saskatchewan Human Rights Commission and retains the right to exercise any legal avenues available. An employee also has a right to request the assistance of an occupational health officer to resolve a complaint of harassment at any point during the complaint and investigation process.

If a worker is harassed by a non-employee, the behaviour of those in crisis will not be held to the same standard as others whom MCS employees come in contact with. Client behaviour will be deemed acceptable or not based on the circumstances, the employee's best judgment and in some cases, by an assessment of management.

Where a non-employee has been asked to stop harassing a worker and does not; however, employees are authorized to end telephone conversations, politely decline service and/or instruct the person to leave the workplace.

If necessary, a non-employee who continues with harassing behaviour may be refused services and/or access to the MCS workplace temporarily or permanently and/or may be subject to criminal prosecution. Decisions around the consequences of serious harassing actions by non-employees will be at the discretion of management.

All MCS employees will be provided with training regarding the harassment, and this training will be part of new-employee orientation.

MCS's Harassment Policy will be available at the workplace for employee reference.

This policy does not extend to harassment that arises out of matters or circumstances unrelated to employment with MCS.

CONCLUSION

A respectful workplace is about more than compliance with the law. Being respected means being treated honestly and professionally, with every employee's unique talents and perspectives valued. This harassment policy confirms that MCS will strive to provide the best possible work environment, where employees can come to work without anxiety or fear.

LETTER OF UNDERSTANDING #1

FUNDING CAMPAIGN

Mobile Crisis Services Inc. supports SGEU's assertion that there is a need to ensure adequate core funding for human service Community Based Organizations. Mobile Crisis Services, Inc. is willing to be affiliated with SGEU in trying to obtain guaranteed and adequate core funding for CBO agencies where:

The goals and objective of the Union are consistent with those of Mobile Crisis Services Inc.

The processes and practices utilized to achieve this end by the Union are acceptable to Mobile Crisis Services Inc.

Original signed on behalf of:
Saskatchewan Government
and General Employees' Union

Original signed on behalf of:
Mobile Crisis Services, Inc.

Kathy Daze
Chair of the Bargaining Unit

John McFadyen
Executive Director

Damara Seudath
Bargaining Committee

Bob Hinchcliff

Shayla Leier
Bargaining Committee

Peter Morin

Kathy Cook
Labour Relations Officer

Merrilee Rasmussen

Signed this 4 day of January, 2018.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and REGINA MOBILE CRISIS 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 4 day of January, 2018.

Original signed on behalf of:
Saskatchewan Government
and General Employees' Union

Original signed on behalf of:
Mobile Crisis Services, Inc.

Kathy Daze
Chair of the Bargaining Unit

John McFadyen
Executive Director

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