

# SASKATOON CRISIS INTERVENTION SERVICE, INC.

January 1, 2016 –  
March 31, 2019

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SASKATOON CRISIS INTERVENTION SERVICE**

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5163**

**JANUARY 1, 2016 TO MARCH 31, 2019**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this 3<sup>rd</sup> day of November, 2016

between

**SASKATOON CRISIS INTERVENTION SERVICE, 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**

**PREAMBLE**

WHEREAS, it is the desire of all parties of this Agreement to maintain the existing harmonious relationship between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and the employees, and to recognize the value of joint discussions, and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of the employees of the Saskatoon Crisis Intervention Service Inc.

NOW THEREFORE, This Agreement Witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

**ARTICLE 1      INTERPRETATION**

- 1.1            The Board means the Board of Directors of the Saskatoon Crisis Intervention Service.
- 1.2            Casual Employee means an employee who is called in as required and works on an hourly basis.
- 1.3            Classification means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 1.4            Day for the purposes of this Collective Agreement, where not specified to the contrary, means calendar day.

- 1.5 Demotion is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary rate of a lower maximum.
- 1.6 Employee or Employees means a person to which the terms of this Agreement apply as indicated in Article 2.
- 1.7 Executive Director means the Executive Director of the Saskatoon Crisis Intervention Service Inc.
- 1.8 Grievance Committee The stewards selected by the Union shall constitute the Union Grievance Committee.
- 1.9 Pay Plan means the scale of wages as contained in Appendix A and the rules governing its application as contained in Article 12 and Article 17.
- 1.10 Permanent Employee means an employee who has been appointed to a regularly scheduled position without a designated term.
- 1.11 Plural or Masculine/Feminine Terms May Apply Wherever the masculine gender is used in this Agreement, it shall be considered as if the feminine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.12 Position Classification Plan means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 1.13 Promotion means the movement of an employee from a position in one (1) class to a position in another class with a higher maximum salary.
- 1.14 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.
- 1.15 Transfer means the movement of an employee from one (1) position to another in the same or different class with a salary range having the same maximum.
- 1.16 Union means the Saskatchewan Government and General Employees' Union representing the employees of the Saskatoon Crisis Intervention Service Inc.



## **ARTICLE 2 SCOPE**

- 2.1 The terms of this Agreement shall apply to all employees save and except the Executive Director, Assistant Director/Crisis Management Service Coordinator and any person excluded by a provision of the *Saskatchewan Employment Act*.

## **ARTICLE 3 UNION SECURITY**

### **3.1 Recognition**

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 2.1. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

- 3.2 No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the name of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

### **3.3 Work of the Bargaining Unit**

Except in the cases mutually agreed upon by the parties, persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit. It is understood between the parties that this Article **shall** not apply during work stoppage or emergency situations.

### **3.4 No Contracting Out**

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

### **3.5 Non Discrimination**

The Employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, national origin, political activity or religious affiliation, sex or marital status or sexual orientation nor by reason of membership or activity in the Union.

### 3.6 **Union Membership**

Every employee and every new employee whose employment commences hereafter shall apply for and maintain membership in the Union and pay the required dues as a condition of employment.

### 3.7 **Check-Off**

3.7.1 The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. **These fees are set by the Union from time to time.** The employee shall submit such deductions to the Union at the conclusion of each pay period.

3.7.2 The employer shall provide, with the dates of submission, a list of names, classifications and addresses of those who incurred the deductions.

3.7.3 The employer shall inform the Union of names and dates of occurrences for any new hires, resignations, or retirements which occurred during each pay period.

3.7.4 The employer agrees to provide the information electronically.

### 3.8 **Income Tax (T 4) Slips**

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

### 3.9 **New Employees**

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

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

### 3.10 **Temporary Out Of Scope Appointment**

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

3.11 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.

3.12 **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.

3.13 **Bulletin Boards**

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

**ARTICLE 4 LABOUR/MANAGEMENT RELATIONS COMMITTEE**

4.1 **Function**

Where the parties hereto agree, or at the request of either party, a Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Saskatoon Crisis Intervention Service Inc.

4.2 **Meeting of Committee**

The **formal** Committee shall be composed of representatives of the Employer and the Union. **This Committee will have equal numbers representing each of the Employer and the Union plus one (1) team leader. Committee meetings may be opened to other staff at the discretion of the Committee.**

4.3 **Time Off for Meetings**

The Committee shall meet as and when required upon request of either party within seven (7) calendar days.

**ARTICLE 5 RESOLUTIONS AND REPORTS OF THE EMPLOYER**

5.1 **Employer Shall Notify Union**

The Employer agrees, where possible, considering, e.g. confidentiality or time constraints, that reports or recommendations which relate to conditions of employment and which affect employees within this Bargaining Unit shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them before they are dealt with.

## 5.2 **Copies of Motions**

Employees shall be informed of motions, resolutions, by laws, rules and regulations adopted by the Board which relate to the working conditions, staff or matters covered by this Agreement, excluding those items dealing with Labour Relations issues.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

### 6.1 **Definition of Grievance**

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

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

### 6.2 **Stewards**

6.2.1 The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.

6.2.2 Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisor(s) involved. Their absence shall not unreasonably interfere with the operation of the Employer.

### 6.3 **Grievance Committee**

The stewards elected by the Union shall constitute the Union Grievance Committee.

### 6.4 **Names of Stewards**

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

### 6.5 **Permission to Leave Work**

The Employer agrees that a steward or elected officer of the Union may leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not

suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and place for such discussion must be made between the supervisor and the Union steward.

## 6.6 **Procedure**

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance.

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

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

### 6.6.1 Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or the union on behalf of the aggrieved to the Executive Director within thirty (30) calendar days of failure of resolution at the local level.

The Executive Director shall render a written decision to the union with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.

### Step 2 – Meeting

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

The meeting will include the grievor, steward if available, the union 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.

The meeting will attempt to ascertain the facts and negotiate a resolution.

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

### Step 3 – Mediation

If settlement is not reached at Step 2, the union within thirty (30) calendar days may apply for Mediation. See Article 7 for process.

#### Step 4 – Arbitration

If settlement is not reached at Mediation, the union within thirty (30) calendar days may apply for Arbitration.

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

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure. See Article 7 for process.

#### 6.6.2 Special Measures

- a) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

#### 6.7 **Deviation from Grievance Procedure**

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

#### 6.8 **Failure to Act Within Time Limits**

If the grievor or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not have deemed to have prejudiced their position on any future identical grievance. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on the party to show a justifiable reason for its failure to adhere to such time limits.

#### 6.9 **Changes to the Agreement**

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

#### 6.10 **Access to Grievance Information from Employer**

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

## **ARTICLE 7      **MEDIATION / ARBITRATION PROCESS****

### **7.1           **Mediation****

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

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

#### **7.1.1        Selection of a Mediator**

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

#### **7.1.2        Role of the Mediator**

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

#### **7.1.3        Rules Applicable to Grievance Mediation**

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

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

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

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

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

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

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

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

- b) If called by the Union, leave in accordance with Article 16.13, and expenses paid by the Union.
- c) If called by the arbitrator, the parties shall share equally the costs.

#### 7.1.4 Grievance Mediation Process

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

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

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

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

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

## 7.2 **Arbitration**

### 7.2.1 Selection of an Arbitrator

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

### 7.2.2 Procedure

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

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

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



7.2.3 Decision of the Arbitrator

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

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

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

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

7.2.4 Expenses of the Arbitrator

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

**ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE**

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

8.2 **Burden of Proof**

In cases of suspension, demotion or dismissal, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after twenty four (24) months following a suspension or disciplinary action.

8.3 **Records of Employees**

Personnel records of an employee shall be open to his 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.

8.4 **Letter of Reprimand**

Written reprimands shall be recorded by means of a letter of reprimand to the employee within fourteen (14) calendar 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 employee.

8.5                   **Suspension**

Where judged appropriate, by management, suspension without pay may be effected. The employee will be given notice of suspension and reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the Executive Director of Operations of the Union.

8.6                   **Demotion**

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

8.7                   In cases of suspension, dismissal or demotion, the employee will be informed, in writing, of the reasons for the action. Subject to Article 3.5, employees who have worked less than a trial period of three hundred (300) hours may not grieve termination due to general unsuitability. Employees with less than three hundred (300) hours, who are going to be dismissed, have the right to meet with Management (along with a Union representative, if they wish so) to discuss the dismissal.

8.8                   An employee required to meet with the Employer where discipline or a specific incidence of poor work performance is to be discussed shall be entitled to union representation and the Employer shall so advise. In the event that an employee declines union representation, that decision shall be reduced to writing and a copy of same shall be provided to the union by the Employer.

**ARTICLE 9           SENIORITY**

9.1                   **Definition**

Seniority of an employee is defined as a total accumulation of hours worked in service of the Employer. Seniority shall not apply during the first three hundred (300) hours of the probationary period for the purposes of Article 10.6. However, once this period has been successfully completed, seniority shall be credited retroactively.

9.2                   Seniority for casuals shall be based on the actual number of hours worked. One (1) year of service shall be equivalent to eighteen hundred and twenty five (1825) hours.

9.3                   **Leave of Absence**

All employees shall continue to accumulate seniority on authorized unpaid leaves of absence up to and including sixty (60) calendar days.

However, in cases of illness accumulation will continue up to and including one (1) year.

**9.4 Seniority Lists**

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

**9.5 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 three (3) calendar days of its submission.
- c) Continuous lay off due to lack of work for a period in excess of 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.

**9.6 Appointment Out of Scope**

No employee shall be appointed to an out of scope position without his consent, except in cases of emergency.

**9.7 Return to Scope**

Upon return to an in scope position, an employee shall have all previous in scope seniority restored subject to Article 9.5 (c).

**ARTICLE 10 APPOINTMENTS AND STAFF CHANGES**

**10.1 Filling Positions From Re employment Lists**

When a position becomes vacant, and the Employer wishes to fill the vacancy, an appointment shall be made of the applicants on the re-employment list, when such a list exists, who possess the knowledge and skills and abilities in relation to the position. Of those so qualified, the most senior will be appointed, unless mutually agreed upon by both parties. Such lists will be established on the basis of lay-offs and reclassification.

10.2 **Filling Positions by Competition**

All vacancies and new positions covered in the scope of this Agreement which the Employer wishes to fill, and for which no re employment lists exists and which involves promotion or demotion, transfer or permanent employment shall be subject to in service competition. This provision shall also apply to temporary appointments anticipated to be in excess of four (4) months.

10.3 **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 **and an email to all staff at work and home.** Information on Posting

10.4 **Information on Posting**

The bulletin shall set out the following information:

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

10.5 **Notification of Successful Competition**

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

10.6 **Promotions or Appointments to Permanent Staff**

In filling any position, by competition (Article 10.2), knowledge, skills and ability shall be the basis for determining qualifications relevant to the position, and shall determine the qualified candidate. Of those so qualified, the most senior will be appointed to the position within thirty (30) days after the closing date of the bulletin, unless mutually agreed upon by both parties.

10.7 **On the Job Training**

The Employer shall, where it deems appropriate and based on the resources, establish and maintain a system of on the job training and/or

education so that employees shall be able to qualify for promotion or transfer.

- a) New staff and casuals shall have a designated training and orientation program.
- b) The Employer shall maintain ongoing staff participation in seminars and related meetings to maintain and upgrade skills. Time spent either traveling or participating in compulsory training shall be considered as time worked. Staff who are unavailable to work a shift due to traveling or participating in compulsory training shall be paid for their scheduled shift.
- c) With prior approval, agreed upon costs incurred in non-compulsory training will be paid by the Employer.

## 10.8

### **Probation Periods**

- a) The initial three hundred (300) hours served by a new employee, upon commencement of employment with the Employer, shall be considered a trial period. Termination during the trial period will be as defined in Article 8.7.  

The trial period may be extended by up to three hundred (300) hours by mutual agreement of the parties.
- b) Upon completion of the three hundred (300) hour trial period an employee shall be on probation for an additional six hundred and twelve (612) hours (probation nine hundred and twelve (912) hours). By mutual agreement of the parties, this probationary period may be extended for an additional three hundred (300) hours, for a total of one thousand two hundred and twelve (1,212).
- c) Should an employee's performance fail to meet the requirements of the position, he shall be terminated.
- d) An employee who has been promoted shall be considered to be on probation in his/her new position for three hundred (300) hours, subject to extension by mutual agreement.
- e) Should an employee's performance fail to meet requirements to the new position or if the employee so chooses, he/she shall be returned to his/her previous position.
- f) Appointments of a casual or temporary employee to a full time position shall be subject to a probationary period for a maximum of three hundred (300) hours, subject to extension by mutual agreement.

10.9                    **Completion of Probation or Trial Period**

Upon successful completion of an employee's probation and/or his trial period, he shall be so informed in writing.

10.10                  **Notice of Resignation**

An employee shall provide thirty (30) days written notice of resignation to the Employer.

10.11                  **TPHD for Team Leader Absence**

In the event of the absence of a Team Leader for one (1) day or more and less than four (4) months, and where the Executive Director deems that circumstances so warrant, an employee will be appointed to temporarily perform the duties of the position pursuant to established guidelines.

**ARTICLE 11        LAY-OFF AND RECALL**

11.1                   **Job Abolition and Lay Offs**

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

11.2                   **Written Notice of Job Abolition and Lay Off**

Written notice, as shown below, shall be given to **all** employees who **are** laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- a)        Four (4) weeks written notice if his/her period of employment is less than five (5) years.
- b)        Six (6) weeks written notice if his/her period of employment is five (5) years or more, but less than ten (10) years.
- c)        Eight (8) weeks written notice if his/her period of employment is ten (10) years or more.

11.3                   **Method of Lay Off**

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

11.4 **Method of Recall**

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

Laid off employees shall be given priority to work the hours which may become available in the job classification for which they are qualified up to full-time equivalence.

Employees shall remain on the recall list to a maximum of two (2) years.

11.5 **Letter of Recall**

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

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

11.6 **Bumping**

In the event of lay-off or job abolition, the affected employee(s) shall be entitled to exercise bumping rights. Bumping shall only be allowed across parallel positions or to lower classified positions. The Crisis Worker II and Crisis Management Worker positions shall be considered parallel. Crisis Worker III is classified as a higher position than the aforementioned.

Employees shall be entitled to bump into another position that is occupied by a less senior employee provided the individual is qualified to perform the duties of that position.

Temporary employees have no bumping rights. Permanent employees in term positions shall revert to their home position.

**ARTICLE 12 HOURS OF WORK AND OVERTIME**

12.1 **Hours of Work: Crisis Worker II, Crisis Worker III & Crisis Management Workers**

- a) The hours of work for Crisis Worker II's, Crisis Worker III's and Crisis Management Workers shall consist of no more than two hundred and eighty (280) hours in a fifty-six (56) day rotation.
- b) The regular daily hours of work shall be ten (10) consecutive hours per shift, including a paid meal period, with a four (4) day work period followed by four (4) days of rest.

- c) There shall be no split shifts for full time employees.
- d) Employees shall take work priorities into consideration when scheduling meal periods.
- e) Any modification to the hours of work shall be decided by the Employer in consultation with the employees.

12.2

**Hours of Work: Office Support Worker, Accounts and Benefits Worker and Casual Data Entry Worker**

- a) The regular daily hours of work for the Office Support Worker, Accounts and Benefits Worker and Casual Data Entry Worker shall be seven and one-half (7 1/2) hours per shift, excluding the meal break, and not to exceed thirty seven (37 1/2) hours per week.
- b) There shall be no split shifts for full time employees.
- c) Any modification to the hours of work shall be decided by the Employer in consultation with the employees.

12.3

**Work Schedules**

- a) Provisional work schedules shall be posted in a place accessible to the employees, eight (8) months in advance.
- b) Deviation from the provisional work schedule shall be by mutual agreement between the Employer and the affected employees within fourteen (14) calendar days of the posting of the provisional schedule. Failing mutual agreement, the employees shall work the scheduled days as posted, subject to the conditions of this Agreement.
- c) Work schedules shall be confirmed and posted no less than fourteen (14) calendar days in advance.
- d) Scheduling of new positions into the shift schedule shall be decided by the Employer, in consultation with the employees.

12.4

**Rotation of Casuals**

- a) A rotation list, commencing with the most senior casual employee, shall be established and maintained.
- b) Casuals shall be called to report to work starting with the most senior qualified casual.
- c) When the casual completes the assigned period of work he/she shall be placed at the bottom of the rotation list.



- d) If a casual cannot be contacted he/she shall not lose his/her position in the rotation list.
- e) Exceptions to the above may be made by mutual agreement between the Employer and the affected employees, and notwithstanding Article 11.4.

## 12.5

### **Overtime**

- a) Definition

All authorized time worked in excess of the regular daily shift or all hours worked on a designated holiday shall be considered overtime.

- b) Compensation for Overtime Worked

- i) Overtime rates shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.

When an employee is required to work overtime immediately subsequent to a ten (10) hour shift, the rate shall be one and one-half (1½) times the regular rate for the first four (4) hours and double (2) times the regular rate of pay for all consecutive hours worked thereafter or the equivalent time in lieu.

Accumulated unused time in lieu shall be paid out quarterly (1/4). Maximum carry over, per quarter (1/4) shall be forty (40) hours unless an alternate arrangement is mutually agreed to.

- c) Voluntary Overtime

Under normal operating circumstances, employees shall not be required to work overtime against their wishes.

## 12.6

### **Call In, Call Back**

- a) The minimum call in or call back for any employee shall be three (3) hours, to be paid at the applicable rate.
- b) An employee who attends a scheduled meeting outside his/her scheduled hours shall be paid at the applicable rate for time spent.

## 12.7

### **Time Off in Lieu of Overtime**

Time off in lieu of overtime may be taken off by mutual agreement between the Employer and the employee and shall be at the appropriate rate.

12.8 **Call-in During Approved Vacation**

An employee who is called into work during approved vacation shall be paid at the rate of one and one-half (1 1/2) times the regular rate and shall, additionally, receive an alternate vacation credit in lieu of time worked.

12.9 **Half-Time and Job Share Positions (Crisis Workers II & III and Crisis Management Workers)**

- a) The hours of work for employees in half-time positions shall consist of one hundred and forty (140) hours in a fifty-six (56) day rotation.
- b) The regular daily hours of work shall be ten (10) consecutive hours per shift, including a paid meal period, for two (2) days of each four (4) days work period, as per Article 12.1 (b).
- c) All authorized time worked on designated holidays shall be considered overtime, as per Article 13.
- d) When a designated holiday falls on a regular day off the half-time employee shall be credited one-half (1/2) of the hours to which full-time employees, in the same position, are entitled.
- e) Variation to the above may be made by mutual agreement between the parties.

**ARTICLE 13 DESIGNATED HOLIDAYS**

13.1 For the purpose of this Agreement, designated holidays shall mean – New Year’s Day, Family Day, good Friday, Victoria Day, Dominion Day, first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, December 24th, Christmas Day, Boxing Day, plus one (1) additional day to be designated on or before December 31st of each year, by mutual agreement, which shall be called a Floating Stat and any other day proclaimed as a holiday by Federal, Provincial or Municipal Government. The Floating Stat shall be assigned to a date in March or April; whichever month Easter does not fall. The choice of day shall be assigned to the Crisis Workers represented by a Team Leader who had the least number of Stat holidays the preceding calendar year. Crisis Management Workers and Office Staff shall receive a Stat Lieu Day.

For employees whose regular weekly days off are not Saturday and Sunday on a permanent basis, designated holidays shall be non-transferable.

13.2 **Working on a Holiday**

An employee who is required to work on a designated holiday shall be paid at a rate of one and one half (1 1/2) times the regular rate for actual hours worked on the holiday. In addition, the employee shall be entitled to time off with pay equal to the actual regularly scheduled hours worked on the holiday at a time mutually agreed upon between the employee and the out of scope supervisor or pay as per Article 12.5 (b).

13.3 An employee who is authorized to perform overtime work on a designated holiday shall be paid at a rate of three (3) times his/her regular rate for each hour in excess of normal hours which he/she works.

13.4 When a designated holiday falls within a Crisis Worker II or III's vacation period, that employee may choose to have such a day credited to accumulated overtime or reinstated as vacation time for later use.

13.5 Crisis Management Workers are not required to work on designated holidays. When a designated holiday occurs on a Crisis Management Worker's scheduled day off or during vacation leave, that worker shall be entitled to a day in lieu to be taken off at a mutually agreed upon time. Such time shall be used within thirty (30) calendar days of the designated holiday. All accumulated Stat Lieu time must be used by March 31 of each year. There is no cash pay-out for Stat Lieu time. There is no carryover of Stat Lieu time beyond March 31 unless agreed to by the Executive Director.

**ARTICLE 14 VACATIONS**

14.1 **Definition**

Vacation means annual vacation with pay.

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

14.3 **Vacation Credits**

Vacation credits shall be earned on the following basis:

- a) 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).
- b) During the fourth (4th) and subsequent years including the seventh (7th) year of employment, one and two thirds (1 2/3) days per month worked, (twenty (20) working days per year).

- c) During the eighth (8th) and subsequent years of continuous employment, two and one twelfth (2 1/12) days per month worked (twenty five (25) working days per year).
- d) During the twelfth (12th) and subsequent years including the seventeenth (17th) year of continuous employment, two and one third (2 1/3) days per month worked (twenty-eight (28) days per year).
- e) During the eighteenth (18th) and subsequent years including the twenty-third (23rd) year of continuous employment, two and one half (2 ½) days per month worked, (thirty (30) days per year).
- f) During the twenty-fourth (24th) and subsequent years including the twenty-ninth (29th) of continuous employment, two and two thirds (2 2/3) days per month worked, (thirty two (32) days per year).
- g) During the thirtieth (30th) and subsequent years of continuous employment, three (3) days per month worked, (thirty six (36) days per year).

The Employer may, at the employee's request, grant leave up to that which would be earned at the following March 31st.

#### 14.4 **Carry Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, subject however to the provision that the employees may make application to the Employer for carry over of the entitlement to the following year. Carry over of up to four (4) days shall be approved.

In addition, the Executive Director may approve the carry over of an additional four (4) days of vacation. This additional four (4) days must be taken during the year it was intended to be used.

#### 14.5 **Vacation Interruptions**

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

- a) granted bereavement leave, or
- b) granted sick leave at a recognized hospital, or
- c) granted other approved leave of absence, or
- 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

The period of vacation, so displaced by any of the aforementioned, shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

**14.6 Vacation Pay on Termination**

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

**14.7 Unbroken Vacation**

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

**14.8 Vacation Schedule**

A request for vacation choices shall be posted twice annually: February 1st (this covers May, June, July, August and September) and September 1st (this covers November, December, January, and February). Employees shall respond in writing no later than February 15 and September 15th respectively. Vacation scheduling conflicts shall be resolved subject to the Employer's operational requirements. Vacation requests for October, March and April are noted in the "Time Off" request sheet.

Confirmed schedules shall be posted by March 15th and October 15th respectively. The Employer reserves the right to amend the schedules in extenuating circumstances. Employees may request vacation after the deadlines, it being understood that approval will be subject to operational requirements including already scheduled vacation.

**14.9** All casual and temporary employees who work less than full-time, shall be paid vacation allowance at the appropriate rate of gross wage earnings, based on equivalent full time service, on each pay cheque.

**14.10** When vacation leave has been requested, approved and scheduled, leave shall be final: unless changes are mutually agreed upon by the Employer, the replacement staff and the employee requesting the time off. All such requests shall be submitted to the Employer.

**ARTICLE 15 SICK LEAVE**

**15.1 Definition**

Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident

for which compensation is not payable under the Workers' Compensation Act.

15.2 **Annual Paid Sick Leave**

Sick leave credits shall accumulate from the date of employment on the basis of one and one quarter (1 1/4) working days per month (one hundred and fifty (150) hours per year).

15.3 **Accumulation of Annual Sick Leave**

The unused portion of an employee's sick leave shall accrue from year to year, to a maximum of one hundred and sixty (160) days (sixteen hundred (1600) hours), for his/her future benefits.

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

15.5 **Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three (3) days. If a medical certificate is required, such a certificate will be requested during such illness.

15.6 **Sick Leave During Leave of Absence**

When an employee is given a 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, she shall retain her existing accumulated credits at the time of such leave or lay off providing no break of service occurs.

An employee shall continue to accumulate sick leave credits for leave of absence or lay off of one (1) month or less.

15.7 **Sick Leave Records**

A record of the employee's accumulated sick leave credits shall be made available to an employee upon request.

15.8 **Leave of Absence While Sick**

- a) 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 up to three (3) years. Such leave shall be reviewed annually.
- b) During such leave, the Employer shall require and the employee shall provide on jointly approved forms every ninety (90) days medical confirmation that medical supervision/treatment is

ongoing and the employee remains medically unable to return to work.

- c) Employees returning from such leave shall be reinstated in their previous position, or in the event such a position no longer exists, to a position similar to the one held when the leave commenced. Such an employee shall not displace an employee with more seniority.
- d) Employees on such leave shall continue to accrue seniority during the term of the leave pro-rated on their employment during the year up to their leave of absence.
- e) The Employer and the Union shall endeavour to accommodate the hours of work of an employee able to work, but unable (by medical assessment) to fully return to their former position.
- f) The Employer will facilitate the employees' membership and obligations as being members of the Long Term Disability Plan.

#### 15.9 **Sick Leave for Casuals**

Upon successful completion of the trial period, casuals shall accumulate sick leave credits on the basis of one and one quarter (1 1/4) working days per one hundred and fifty (150) hours.

#### 15.10 **Use of Sick Leave for Casuals**

- a) Casuals who become sick after reporting for work shall be entitled to use their accumulated sick leave credits.
- b) Casuals who are promoted to a permanent full time position shall be entitled to carry over their accumulated sick leave credits.
- c) A casual employee who, because of illness, 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.

#### 15.11 **Pressing Necessity**

Employees shall have access to up to two (2) consecutive days of accumulated sick leave for a pressing personal matter beyond the employee's control and where there is no time to make arrangements for leave. This would include such matters as an emergency illness in the family or natural disaster.

## **ARTICLE 16 LEAVE OF ABSENCE**

### **16.1 Leave of Absence for Full Time Union or Public Duties**

An employee who is elected or selected for a full time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed for each year during the term of office. An employee who is elected to public office shall be granted unpaid leave of absence without loss of seniority for the term of public office.

An employee who requires time off to fulfill a military commitment shall be granted unpaid leave of absence without loss of seniority for the period of time mutually agreed upon by all parties.

**Leaves of absences will be granted in consideration of operational requirements.**

### **16.2 Medical Care Leave**

An employee who is unable to make the necessary arrangements for the maintenance of personal health care outside of scheduled work time may be granted time off with pay to a maximum of three (3) days a year. In exceptional circumstances, the Employer may consider granting up to an additional two (2) days in a year. On request, employees will be required to show proof of such care.

### **16.3 Bereavement Leave**

Bereavement leave with pay may be granted to an employee, such leave to apply in the death of an employee's spouse, brother, sister, parent, child, grandparents, grandchild, in law, or any other person with whom a close relationship is maintained. Such leave shall consist of up to five (5) days. Additional time may be granted under extenuating circumstances.

### **16.4 Maternity Leave**

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

The following conditions shall apply:

- a) The Employer may require the employee to take maternity leave when the employee is unable to carry out her normal duties, or when, in the opinion of a medical practitioner, such leave is warranted.



- b) Maternity leave shall cover a period up to a total of twelve (12) months before and/or after the birth of a child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension may be granted.
- c) Such leave will be granted with the assurance that the employee will resume employment in the same position or in a comparable position and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.
- d) Request for change of length of maternity leave must be forwarded to the Employer at least twenty (20) calendar days prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the twenty (20) calendar days of notice.

16.5

### **Jury Duty**

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

16.6

### **General Leave of Absence**

- a) Leaves of absence without pay, other than those stated in this Agreement may be requested by an employee with two (2) years continuous employment with the Agency. The Employer may grant such leave based on a number of variables, including but not limited to adequate coverage being maintained, and reason for the leave. The Employer shall inform the Union of all requests, approvals and changes in general leaves of absence.
- b) Requests for general leaves of absence shall be made at least sixty (60) days in advance and shall include a date of return.
- c) 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 reinstated in their former position, or in a comparable position and at the same rate of pay.

16.7

### **Seniority Status During Maternity Leave**

The employee shall suffer no loss of accumulated seniority rights due to maternity leave of absence. Seniority shall accumulate during the period of leave.

16.8 **Child Care Leave**

Any employee with sufficient cause may be entitled to a leave of absence without pay for up to a maximum of three (3) months (without loss of seniority for the purpose of caring for their child or children).

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

16.9 **Paternity Leave**

A permanent employee shall be entitled to up to twelve (12) months unpaid leave which can be taken within three (3) months before or after the birth or adoption of a child. Such leave shall include two (2) paid days - e.g. day of birth or adoption. The employee shall suffer no loss of accumulated seniority rights due to paternity or adoption leave of absence. Seniority shall accumulate during the period of leave.

16.10 **Education Leave**

An employee who has been with the Agency for a minimum of two (2) continuous years may be granted leave without pay for up to one (1) year for job related educational purposes. The leave must enhance work skills and improve qualifications for work within the agency.

The period of time and duration is subject to the Employer's approval and operational requirements.

Seniority shall accumulate provided the education is assigned by the employer.

There shall be no loss of accumulated seniority rights for any leave under this clause.

Extensions are subject to the employer's approval.

16.11 Employees granted leave of absence under Article 16 shall, unless otherwise specified, not continue to earn seniority or benefits. Upon returning from such leave of absence, an employee shall be guaranteed the employment in the same or comparable position to that held at the time the leave began with similar salary and benefits.

16.12 An employee who has been granted leave of absence shall contact the Employer at least sixty (60) days prior to the expiry of the leave to confirm the date of his/her return to work.

16.13 **Leave for Union Business**

The Employer recognizes the right of every employee to participate in the affairs of the Union, providing that operational requirements of the

workplace shall be met. The Employer agrees that all employees shall receive leave of absence with pay and without loss of benefits for all time required to participate in the Union and its affiliate Union centrals. The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under this paragraph.

## **ARTICLE 17 PAY ADMINISTRATION**

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

### **17.2 Increments**

- a) All employees shall be entitled to an annual increment upon completion of one thousand eight hundred and twenty-five (1825) hours of work (one thousand nine hundred and fifty (1950) for the Accounts and Benefits Worker and the Office Support Worker).
- b) Casual crisis workers will be hired at the training rate, as indicated in Appendix A, for the first three hundred (300) hours of service. Upon completion of the initial three hundred (300) hours, the employee will move to the first (1st) step of the Crisis Worker II range, i.e. Step 1. Upon completion of nine hundred and eleven (911) additional hours of work the casual employee will move to the one half (1/2) increment step as listed in Appendix A. Employees who are appointed to a full time position will move from the one-half step to the next increment, upon completion of the remainder of the eighteen hundred and twenty five (1825) hours. The date when the hours are completed will become the employee's increment date and thereafter the employee will proceed through the range as per Article 17.2 (a).
- c) Casual Office Support Workers shall receive one half (1/2) increment after four hundred and sixty eight (468) hours worked.

### **17.3 Increments After a Leave of Absence**

When an employee returns to work after a leave of absence without pay or lay off, the employee will be credited with all service before the leave or lay off, unless otherwise stated in this Agreement, provided there has been no break in service.

### **17.4 Pay Periods**

Employees shall be paid on the fifteenth (15th) day, and the last day of each month. The mid-month payment shall be considered an advance and the amount shall be set and agreed to by employee and Employer. Casuals shall be paid monthly.

All employees shall be paid so as to allow for two (2) full banking days prior to the last day of each month. Upon request, advances shall be provided prior to vacation period or in other extenuating circumstances.

17.5 **Statement of Earnings**

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

17.6 **Changes in Pay Range**

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

17.7 **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 the fifteenth (15th) 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 (1st) day of the following month.

17.8 **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 (8) percent increase. In such a case, her rate shall be adjusted to the step in the pay range yielding at least the eight (8) percent increase.

It is understood that movement from a casual position to a Crisis Worker II is not considered to be a promotion.

17.9 **Temporary Performance of Higher Duties**

An employee who is temporarily assigned higher duties shall be paid in accordance with the promotional formula for all such time worked.

17.10 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.

17.11            **Shift Differential**

A shift differential of one dollar (\$1.00) per hour, effective April 1, 2006, shall be paid for all hours worked between 6:00 p.m. and **7:00** a.m. on weekdays, and all hours worked on weekends.

**ARTICLE 18      JOB CLASSIFICATION AND RECLASSIFICATION**

18.1            **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.

18.2            **Classification Shall be Submitted to the Union**

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

18.3            **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.

18.4            **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 he is incorrectly classified or when a new classification not covered in Appendix A is being created during the term of this Agreement, the rate of pay, hours of work and qualifications shall be subject to negotiations between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification.

18.5            **Challenge from Senior Employees**

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

18.6            **Downward Classification**

No employee shall have his 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 position before it was downgraded.

## **ARTICLE 19    EMPLOYEE BENEFITS**

### **19.1            Workers' Compensation Pay Supplement**

An employee prevented from performing his 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 his regular salary for a maximum of twelve (12) months.

Employees who are fit to return to work shall be reinstated in their previous position.

Employees on leave under this clause shall continue to receive vacation leave, sick leave, seniority and increments. All time off while on WCB shall be considered as hours worked.

### **19.2            Personal Property Loss**

An employee's personal property loss or damage in the course of his/her duties shall be repaired or replaced by the Employer subject to integration with one hundred (100) per cent of any Workers' Compensation Board coverage applicable, provided that proof of the loss or damage is submitted by the employee within a reasonable time of the incident.

### **19.3            Long-Term Disability Plan**

Employees have chosen to join and maintain membership in the SGEU Long-Term Disability Plan. New employees shall join the SGEU LTD Plan as a condition of employment.

### **19.4            Dental Plan**

The Employer will provide to all employees the SGEU Dental Plan #2 as outlined in the SGEU Benefit Plan documents. The Employer will sign the trust documents and abide by all obligations contained in the trust documents.

### **19.5            Extended Health Plan**

The Employer will provide to all employees the SGEU Extended Health Plan as outlined in the SGEU Benefits Plan documents.

The Employer will sign the trust documents and abide by all obligations contained in the trust documents.

19.6 **Group Life Insurance Plan**

The Employer will provide to all employees the SGEU Group Life Insurance Plan as outlined in the SGEU Benefit Plan documents. Benefits shall be based upon the employee's earnings in the year prior to the plan registration and updated each anniversary of the initial registration. The minimum benefit is \$10,000.00.

The Employer will sign the trust documents and abide by all obligations contained in the trust documents.

19.7 **Pension Plan**

Effective October 1, 1997, the Employer shall contribute to a pension plan to all employees' as contained in the SGEU Pension Plan. The Employer's contribution shall be equal to seven (7) percent of the employees' wages effective April 1, 2010. Employees' shall contribute an equal amount which shall be deducted from payroll effective July 1, 2010.

All employees shall be entitled to participate in the Pension Plan once the trial period has been completed.

19.8 **Notification of Changes**

Both parties shall notify each other of any pending changes that will affect the cost or coverage of the benefits described in Article 19.3 through 19.7.

19.9 **Dental and Extended Health Benefits**

- a) All employees are entitled to participate in the benefits plans once the trial period has been completed.
- b) Employees in permanent positions shall be automatically eligible to have the benefit premiums paid in full by the Employer.
- c) Employees in temporary and casual positions who decide to participate in the benefits plans shall have the premiums paid in full by the Employer provided he/she works hours equal to or in excess of half (1/2) time (76.5 hours) per one (1) month period. Those employees registered in the plan will prepay the first month premium. The Employer will reconcile the premium monthly and any shortfall shall be deducted from the prepaid premium based on a percentage of hours worked in that month (for example – worked 76.5 hours, 100% covered by Employer, or worked 53 hours, 69% covered by Employer). Where there is a surplus it will be applied to the next month's premium. A complete reconciliation for all temporary and casual employees will be done at fiscal yearend and any surplus will be forwarded

to the employee and any shortfall shall be paid by the employee forthwith. Failure by the employee to remit premiums in a timely fashion will result in cancellation of registration in said benefit plans.

19.10 When financially feasible, the Employer may reimburse all full time permanent employees' applicable, job related professional dues. Requirements to fulfill professional membership are the responsibility of the employee. This benefit is determined on an annual basis and is subject to the financial conditions of the Agency.

## **ARTICLE 20 TRAVEL AND ALLOWANCES**

- 20.1 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 his own automobile at the approved SGEU/PSC rate.
- b) When an employee is called in to work between 22:30 and 07:30 hours, or if an overtime or work period ends during this time, or an employee leaves work due to illness, taxi service to the home of the employee shall be provided by the Employer if in the event the employee does not have access to regular transportation.

## **ARTICLE 21 SAFETY AND HEALTH**

21.1 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.

### **21.2 Meetings**

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

### **21.3 No Discipline**

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

### **21.4 First Aid**

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



21.5

### **Recognition of Social Illness**

The Employer and the Union recognize that mental illness, alcoholism, and drug abuse are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applies for other health problems. Employees whose spouse is undertaking a rehabilitative program for alcoholism or drug abuse may apply to use sick leave benefits to participate with their spouse in such rehabilitative program.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain discipline, or the right to take disciplinary measures within the framework of the Collective Bargaining Agreement.

For the purposes of this clause, "other immediately family member" shall mean parent, spouse or child.

21.6

### **Legal Costs**

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

## **ARTICLE 22 TECHNOLOGICAL CHANGE**

22.1

### **Introduction of Technological Change**

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.

The notice shall be in writing and shall state:

- a) The nature of the technological change.
- b) The date upon which the Employer intends to effect the technological change.

- c) The number and type of employees likely to be effected by the technological change.
- d) The effect that the technological change is likely to have on the terms and conditions of tenure of employment of the employees affected.

**22.2 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. The Employer shall bear the cost of any training determined by the Employer to be a necessity.

**ARTICLE 23 JOB SECURITY**

**23.1 Agreement Subject to Applicable Laws**

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

**23.2 Job Sharing**

The Employer agrees to the implementation of a job sharing program in which any single position may be filled by two (2) employees. The two (2) employees shall have their time schedule fixed as if the Employer had scheduled a single employee. Any two (2) employees may agree between themselves the proportion of time worked by each. The total time, however, shall equal one (1) entire shift as scheduled by the Employer. The proportion of time for each employee shall be fixed ahead of time and remain constant.

The above is subject to Management's approval.

Job sharing will not affect an employee's permanent status.

Each approved job sharing agreement shall be unique to the individual circumstances and shall be recorded as an Appendix to this Agreement.

## **ARTICLE 24 TERMS OF AGREEMENT**

### **24.1 Duration**

This Agreement shall be binding and remain in effect from **January 1, 2016 to March 31, 2019**, and shall continue from year to year thereafter unless either party gives to the other notice in writing.

### **24.2 Wage & Benefit Reopener**

After April 1st of each year, either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement.

### **24.3 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at anytime during the existence of this Agreement. Agreement will be made through the negotiation of a letter of understanding.

### **24.4 Notice of Changes**

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice, in writing, to the other party of the changes proposed. Within eight (8) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Agreement.

### **24.5 Agreement to Continue In Force**

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

### **24.6 Retroactivity**

All aspects of this new Agreement shall be adjusted retroactively until **January 1, 2016**, unless otherwise specified.

## **ARTICLE 25      MANAGEMENT RIGHTS**

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

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

**APPENDIX A – RATES OF PAY**  
**EFFECTIVE January 1, 2016 – March 31, 2017**

**SASKATOON CRISIS INTERVENTION SERVICE INC**

	<b>Monthly Salary</b>	<b>Hourly Rate</b>
<b>Crisis Worker II</b>		
Step 1	4417	29.06
Step 2	4621	30.40
Step 3	4835	31.81
Step 4	5057	33.27
Step 5	5291	34.81
Step 6	5537	36.43
<b>Crisis Worker III</b>		
Step 1	4858	31.96
Step 2	5083	33.44
Step 3	5318	34.99
Step 4	5563	36.60
Step 5	5820	38.29
Step 6	6091	40.07
<b>Casual Crisis Worker</b>		
Trainee		27.77
Step 1		29.06
1/2 Step		29.73
Step 2		30.40
Step 3		31.81
Step 4		33.27
Step 5		34.81
Step 6		36.43
<b>CMS Worker</b>		
Step 1	4840	31.84
Step 2	5065	33.32
Step 3	5300	34.87
Step 4	5545	36.48
Step 5	5802	38.17
Step 6	5966	39.25

**Monthly  
Salary**                      **Hourly  
Rate**

**Accounts & Benefits Worker**

Step 1	3474	21.38
Step 2	3650	22.46
Step 3	3827	23.55
Step 4	4002	24.63
Step 5	4178	25.71
Step 6	4353	26.79

**Office Support Worker53**

Step 1	3218	19.80
Step 2	3380	20.80
Step 3	3543	21.80
Step 4	3707	22.81
Step 5	3869	23.81
Step 6	4032	24.81

## LETTER OF UNDERSTANDING

**Re: Deferred Leave of Absence Plan**

The Employer and the Union agree to develop a Deferred Leave of Absence Plan. It is the intention of both parties to have such plan in place for the year 2002.

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

Signed on behalf of:  
Saskatoon Crisis Intervention  
Service Inc.  
Represented by:

---

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**LETTER OF UNDERSTANDING**

**Between**

**Saskatoon Crisis Intervention Service Inc.**

**And**

**Saskatchewan Government and General Employees' Union**

**Re: Transfer of out-of-scope Administrative Assistant position to new in-scope position**

It is agreed that the employee currently employed in the out-of-scope position of Administrative Assistant be transferred to the new in-scope position of Accounts and Benefits Worker.

The employee shall retain the salary of \$2781 per month that she had in the out-of-scope position. She shall retain all of her seniority with the Agency as union seniority and be entitled to all negotiated settlements between the Union and the Employer including the 4.5 % increase retroactive to April 1, 2002.

In the event the current employee vacates this position the salary as indicated in Appendix A shall apply to the employee hired to fill the position.

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

Signed on behalf of:  
Saskatoon Crisis Intervention  
Service Inc.  
Represented by:

\_\_\_\_\_

\_\_\_\_\_

Dated at Saskatoon, Saskatchewan this . day of \_\_\_\_\_, 2003



**SIGNING PAGE**

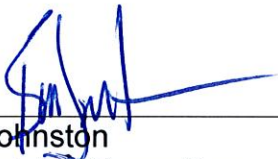
**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SASKATOON CRISIS INTERVENTION SERVICE INC.** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 3<sup>rd</sup> day of November, **2016**.

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


Signed on behalf of:  
Saskatoon Crisis Intervention  
Service Inc.

  
\_\_\_\_\_  
Jo-Ann Kemp, Chair  
Bargaining Committee

  
\_\_\_\_\_  
Bill Johnston  
Bargaining Committee

  
\_\_\_\_\_  
Andrea Cowie  
Bargaining Committee

  
\_\_\_\_\_  
Tony Winchester  
Board Member

  
\_\_\_\_\_  
Greg Eyre  
Labour Relations Officer

  
\_\_\_\_\_  
Rita Field  
Executive Director