# SASKATOON INTERVAL HOUSE INC.

April 1, 2016 - March 31, 2023

WORKING TOGETHER FOR SASKATCHEWAN



## **ARTICLES OF A**

## **COLLECTIVE BARGAINING AGREEMENT**

## **BETWEEN**

SASKATOON INTERVAL HOUSE INC.

## **AND**

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 5164

**APRIL 1, 2016 TO MARCH 31, 2023** 

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#### ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT

#### between

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

#### and

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

#### **PREAMBLE**

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

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

#### MANAGEMENT RIGHTS

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

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

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

#### ARTICLE 1 NTERPRETATION

1.1 **A Day** is a calendar day for the purpose of this Agreement.

1.2 Bargaining Committee means representatives duly elected from the membership of SGEU of Saskatoon Interval House Inc. Casual Employee means an employee who is called in by seniority to 1.3 replace a Full-Time employee who is absent from work for a period not to exceed six (6) weeks. 1.4 Classification means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to, all positions in the group. 1.5 **Demotion** is defined as the movement of an employee from a position in one (1) classification to a position in another classification with a salary rate of a lower maximum. 1.6 **Executive Director** means the Executive Director of Saskatoon Interval House Inc. 1.7 **Employee or Employees** means a person to which the terms of this Agreement apply as indicated in Articles 2. 1.8 **Employer** means the Community based non-for-profit corporation known as Saskatoon Interval House Inc. 1.9 Fiscal Year is defined as April 1st to March 31st of any year. 1.10 Full-Time Employee means an employee who has been appointed to a full-time position. 1.11 **Pay Plan** is as contained in Schedule A of this Collective Agreement. 1.12 **Permanent Employee** means an employee who has successfully completed the required probationary period. 1.13 **Position Classification Plan** means and includes the classification of positions, the classification specifications and the rules for the continuous administration of the amendments thereto. 1.14 **Promotion** means the movement of an employee from a position in one (1) classification to a position in another classification with a higher maximum salary. 1.15 **Pro-rata Basis** means prorated according to the time worked while employed, as a percentage of time worked by full-time employees in the same classification. 1.16 **Temporary Employee** means an employee hired for a position, that has no incumbent, with a defined end date. At the end of the position

the temporary employee shall not have bumping rights, but shall be able to revert to the former position they held if any.

- 1.17 **Term Employee** means an employee hired for a position, that has an incumbent, with a defined end date or open ended. At the end of the position the temporary employee shall not have bumping rights, but shall be able to revert to the former position they held if any.
- 1.18 **Transfer** means the movement of an employee from one (1) position to another in the same or different classification with a salary having the same maximum.
- 1.19 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Saskatoon Interval House Inc.

#### ARTICLE 2 SCOPE

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

#### ARTICLE 3 UNION SECURITY

#### 3.1 Recognition

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

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

The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

#### 3.3 Work of the Bargaining Unit

Except for the Executive Director, **Assistant Director** and in the cases mutually agreed upon by the parties, persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit.

## 3.4 **No Contracting Out**

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

#### 3.5 **Non-Discrimination**

**Human Rights:** The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any worker in the matter of hiring, wage rates, training up-grading, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex or marital status, family relationship, place of residence, physical handicap, nor by reason of **their** membership or activity in the Union or any other reason within the context of human rights.

#### 3.6 Refusal to Cross Picket Lines

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

#### 3.7 Union Membership

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

#### 3.8 Union Dues

The Employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit such deductions to the Union at the conclusion of each month.

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

## 3.9 **Monthly Statement**

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

The Employer shall provide the information electronically.

The Union shall provide the electronic template to the Employer.

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

## 3.10 Income Tax (T-4) Slips

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

## 3.11 **New Employees**

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

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

## 3.12 **Meeting Room**

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

#### 3.13 **Bulletin Boards**

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

#### ARTICLE 4 LABOUR/MANAGEMENT RELATIONS

### 4.1 Function of Bargaining Committee

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

## 4.2 **Meeting of Committee**

In the event either party wishes to call a meeting in reference to Article 4.1, the meeting shall be held at a time and place fixed by mutual agreement, no later than forty-eight (48) hours after a request has been given, unless the parties mutually agree to an extension of time.

#### 4.3 **Contact at Work**

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

#### 4.4 Short Term Union Leave

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

## 4.5 Union Meetings

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

#### 4.6 Stewards

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

## 4.7 Recognition

The Employer recognizes the Stewards elected by the Union.

### 4.8 **Meeting with the Employer**

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

## 4.9 Without Loss of Pay

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

## 4.10 **Job Postings**

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

- 4.11 Copies of such notices shall be sent to workers. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 4.12 All applications shall be in writing.
- In the event a vacancy occurs within the Bargaining Unit, the applicant with the most seniority with the Employer and having the necessary qualifications, knowledge, education and skills to do the job shall be appointed to the position.
- 4.14 Each employee shall be provided with a letter of appointment, including a copy of this Agreement and the terms of employment upon hiring. The Employer will submit a copy of the letter concurrently to the Union.

#### 4.15 **Probation Periods**

## 4.15.1 Initial Appointments

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

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

The initial probationary period may be extended by mutual agreement.

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

## 4.15.2 Subsequent Probation

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

The probationary period may be extended by mutual agreement.

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

#### ARTICLE 5 STRUCTURAL CHANGE

#### 5.1 **Conditions Required for Lay-Offs**

Should any permanent position be threatened with elimination as a result of declining funding or program termination, the Parity Committee of employees and representatives of the Employer shall be constituted within forty-eight (48) hours of the Employer receiving notice of cuts in program funding which could necessitate the lay-off of employees. The Parity Committee will be empowered to investigate the finances of the Agency to determine priorities and make recommendations to the Employer as to possible cutbacks in non-staff related expenditures.

### a) Order of Lay-Off

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

#### b) Recall

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

## c) Recall List

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

- d) Work plans shall be amended to reflect reduced staff numbers.
- e) Notice of lay-off shall be one (1) month.
- f) It is understood by the parties that pay may be made in lieu of notice.
- g) Notice of Current Address

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

Seniority of Recalled Workers
 Seniority shall resume on being recalled.

## 5.2 **Length of Recall**

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

#### 5.3 Notice of Recall

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

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

#### 5.4 **Copies of Motions**

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

#### ARTICLE 6 GRIEVANCE PROCEDURE

## 6.1 **Step 1**

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

#### Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union may, within **fifteen (15)** calendar days, submit the grievance to the Chairperson of the Board and Board members who will render a decision in writing within **fifteen (15)** calendar days of receipt of the grievance at Step 2.

## Step 3

Failing satisfactory settlement of the grievance at Step 2, the matter may be referred to Arbitration by the Union within **fifteen (15)** calendar days.

- The Union may file a policy grievance on behalf of the employees of the Saskatoon Interval House Inc.
- In cases of discharge, suspension or reprimand, evidence by the Employer at any stage of the grievance or Arbitration procedure shall be limited to the grounds stated in the discharge, suspension or reprimand notice to the employee.
- At any time during the Grievance Procedure either Party may request to refer the grievance to mediation. if the other Party agrees the Labour Relations and Mediation Branch of the Ministry of Labour Relations and Workplace Safety will be asked to provide mediation services.

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

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.

## ARTICLE 7 ARBITRATION

## 7.1 Establishment and Composition of an Arbitration Board

When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

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

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

#### 7.2 **Procedure of an Arbitration Board**

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

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

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

#### 7.3 **Decision of an Arbitration Board**

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

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

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

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

#### 7.4 Expenses of an Arbitration Board

Each party shall pay the fees and expenses of the Arbitrator it appoints. The fees and expenses of the Chairperson and any other common expenses, shall be shared equally by both parties.

#### ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE

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

### 8.3 Records of Employees

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

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

#### 8.4 **Discipline**

8.4.1 The Employer will follow progressive discipline where appropriate.

## 8.4.2 Letter of Reprimand

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

Executive Director **or their designate**. The employee's reply to the specific complaints, accusations or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union upon written request of the employee.

## 8.4.3 Suspension

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

A copy will be supplied to the Union upon written request of the employee.

#### 8.4.4 Dismissal

Dismissals shall be for cause only. An employee who is dismissed shall be so informed in writing with a statement of cause.

Lay-offs will occur pursuant to Article 5.

8.5 Casual employees who have worked less than three hundred and fifty (350) hours may not grieve termination due to general unsuitability and accordingly, may be discharged by the Employer with or without assigned cause.

#### 8.6 Right to Have a Steward

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

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

## 8.7 Reinstatement of Rights

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

## ARTICLE 9 SENIORITY

#### 9.1 **Definition**

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

## 9.2 Seniority of Less Than Full-Time Employees

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

## 9.3 **Seniority Lists**

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer, or in the case of casuals the number of hours worked. Such lists shall be sent to the Union in April of each year and remain posted on the bulletin board for the balance of the year.

## 9.4 Loss of Seniority

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not reinstated.
- b) Resignation in writing not withdrawn within three (3) days of its submission.
- c) Having not worked a minimum of six (6) shifts in a six (6) month period, unless the worker is on approved leave of absence.
- d) If laid off for a period longer than two (2) years.

## **ARTICLE 10 HOURS OF WORK** 10.1 **Breaks** 10.1.1 Employees will be provided with either a one (1) hour or a half (1/2) hour unpaid lunch break as near the midpoint of their shift as possible. Employees are required to pick the length of their lunch break on April 1 of each year and must maintain that choice for the entire vear. If shifts need to change to accommodate lunch breaks the change does not need to be posted four (4) weeks in advance as per Article 10.5. 10.1.2 Employees are entitled to two (2) paid fifteen (15) minutes breaks per day. Such breaks are not to be added to the lunch break or used to leave early. 10.2 Hours of work for full-time workers shall be thirty-two (32) per week averaged over a four week period. 10.3 The hours in any one week shall not exceed fifty-six (56). 10.4 Full-time employees shall not be scheduled to work more than two (2) weekends in a row, unless by mutual consent. 10.5 Full-time employees scheduled to work twelve (12) hours shifts shall not work more than three (3) in a row. 10.6 Schedules shall be posted four (4) weeks in advance. Employees shall be notified of any changes due to unforeseen circumstances in the schedule as soon as possible. 10.7 Shift schedules shall be set and assigned by management. 10.8 The Employer agrees that there will be no split shifts.

#### ARTICLE 11 JOB SHARING

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

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

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

#### ARTICLE 12 SHIFT REPLACEMENT AND TEMPORARY APPOINTMENT

### 12.1 Single Shift Replacement

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

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

12.2 Notwithstanding Article 13, full time employees are entitled to take up to two (2) voluntary call-ins per four (4) week averaging period to a maximum of twenty-four (24) hours. These voluntary shifts shall be paid at straight time. Such shifts shall be offered in seniority order prior to casual staff being offered the shift.

## 12.3 Short Term Replacement

Short term replacement shall be of a duration of no less than thirty-three (33) hours and no longer than one hundred ninety-two (192) hours. These shifts will be offered as a block to casual staff by seniority. Date of call shall be recorded.

#### 12.4 **Temporary Appointment**

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

- 12.5 Temporary appointments shall be handled by posting according to Article 4.10.
- 12.6 All benefits shall accrue to workers on temporary appointments.

#### ARTICLE 13 OVERTIME

#### 13.1 **Definition**

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

## 13.2 Compensation for Overtime

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

### 13.3 Compensation for Work on Days of Rest

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

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

## 13.4 **Voluntary Overtime**

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

#### 13.5 **Call-Back**

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

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

#### ARTICLE 14 DESIGNATED HOLIDAYS

- 14.1 For the purpose of this Collective Bargaining Agreement, designated holidays shall mean New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.
- 14.1.1 In addition to the holidays noted in Article 14.1 above each employee will be given one (1) paid floating day during their birthday month per year. Such day will be as requested by the employee and approved by the Executive Director or their

designate. Failure to use the floating day in your birthday month will result in it being forfeited and no cash payout.

- The sum of money to be paid for a designated holiday to any employee who does not work on that day shall be:
  - a) for full-time employees, the employee's regular wages for that day or, if a designated holiday falls on a regularly scheduled day off, the full-time employee shall be entitled to another day off with pay at a time mutually agreed upon by the Employer and the employee.
  - b) in any other case, one-twentieth (1/20) of the total of the wages earned by the employee during the four (4) weeks immediately preceding the designated holiday, exclusive of overtime.
- The sum of money to be paid for a designated holiday to any employee who works on that day is the total of:
  - a) the amount to which the employee would be entitled pursuant to Article 13.2 if the employee did not work on that day; and
  - b) the amount of wages, calculated at a rate that is one and one-half (1½) the employee's regular rate of wages, for the time worked, or time off in lieu.
- In the case of night shift workers who work an overlapping shift which begins on one (1) day and ends on the next, the credit for the purpose of this Article shall be extended on the basis of a full-shift to that employee the majority of whose shift falls on the designated holiday.
- 14.5 All full-time employees who work on a designated holiday that is also a scheduled day of rest shall have the option of either a) or b) but not both:
  - a) Pay at the rate of double time and one-half (2½) for all hours worked, or
  - b) The equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.
- All full-time employees who are assigned and agree to work beyond their normally scheduled hours on a designated holiday shall have the option of a) or b) but not both:
  - a) Pay at the rate of double time and one-half (2½) for all hours worked, or
  - b) The equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

## **ARTICLE 15 VACATION**

#### 15.1 **Definition**

Vacation means annual vacation with pay.

#### 15.2 **Vacation Credits**

Vacation credits shall be earned on the following basis:

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

#### 15.3 Return from Extended Sick Leave

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

## 15.4 **Carry-Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, subject however, to the provision that the employees may make application to the Employer for carry-over of the entitlement to the following year. Carry-over of up to forty-five (45) hours shall be approved. Consideration will be given for carry-over in excess of forty-five (45) hours per year.

## 15.5 **Vacation Pay on Termination**

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

#### 15.6 Unbroken Vacation

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

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

- All employees who work less than full-time shall be entitled to an appropriate percentage pay-out in lieu of paid vacation leave.
- 15.8 Employees will not earn vacation credits while on Workers' Compensation benefits.

#### ARTICLE 16 SICK LEAVE

#### 16.1 **Definitions**

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

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

#### 16.2 Accumulation of Annual Paid Sick Leave

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

- 16.2.1 Full-time employees working the night shift will be granted an additional thirty-two (32) hours of sick leave credit per year.
- All full-time employees shall be granted one hundred and thirty-two (132) hours of sick leave on April 1st of each year which shall include health maintenance, medical and pressing necessity leave, as specified in this Article. All permanent full-time employees shall be entitled to carry over six hundred (600) hours unused sick leave. Casual employees shall be entitled to carry over forty-four (44) hours unused sick leave.

#### 16.4 **Deductions from Sick Leave Accumulation**

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

16.4.1 Health Maintenance Deductions from Sick Leave Accumulation

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

16.4.2 Medical Leave Deductions From Sick Leave Accumulation

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

16.4.3 Pressing Necessity Deductions from Sick Leave Accumulation

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

## 16.5 Sick Leave During Leave of Absence

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

#### 16.6 Sick Leave Records

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

#### 16.7 Leave of Absence While Sick

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

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

#### 16.8 Sick Leave for Casual Staff

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

#### 16.9 **Recognition of Social Illness**

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

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

#### 16.10 **Doctor's Certificate**

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

#### ARTICLE 17 LEAVE OF ABSENCE

- 17.1 Provided satisfactory arrangements can be made for the performance of **their** work, an employee may, for valid reasons, be granted a leave of absence without pay and without loss of seniority as follows:
  - a) By the Executive Director **or their designate** for a period not exceeding three (3) months. Leave of one (1) month or more shall be reported to the Board.
  - b) By the Board for a period exceeding three (3) months.
  - c) The Employer agrees to grant leaves for education purposes.
  - d) Notwithstanding the above, long-term disability (LTD) recipients shall be granted definite leaves as required.

## 17.2 Leave of Absence without Benefits or Seniority

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

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

#### 17.3.1 Leave for Union Office

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

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

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

#### 17.4 Bereavement Leave

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

## 17.5 **Maternity Leave/Parental Leave**

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

- a) The Employer may require the employee to take maternity leave when the employee is unable to carry out **their** normal duties, or when, in the opinion of the medical practitioner, such leave is warranted.
- b) The length of leave for employees eligible for both maternity and parental leave shall be at the discretion of the employee to a maximum of eighteen (18) months and in accordance with periods of eligibility as dictated by the applicable statutes and/or regulations unless the employee provides a medical certificate stating there is a bona fide medical reason why the employee is unable to return to work at that time.
- c) Such leave will be granted with the assurance that the employee will resume employment in the same position or in a comparable position and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.
- d) Request for change of length of maternity leave must be forwarded to the Employer at least twenty (20) calendar days prior to the expiration of the leave. The Employer is not required to allow an employee to resume **their** employment until after the expiration of the twenty (20) calendar days of notice.

## 17.6 Benefits and Seniority Status During Maternity Leave/Parental Leave

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

#### 17.7 Child Care Leave

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

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

## 17.8 **Dependent/Childcare/Eldercare Leave**

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

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

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

## 17.10 Interpersonal Violence Leave

Employees who have experienced interpersonal violence are entitled leave in accordance with Provincial legislation.

## 17.11 Jury Duty

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

#### ARTICLE 18 PAY ADMINISTRATION

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

## 18.2 Work of Equal Value

Employees shall receive equal pay for work of equal value.

#### 18.3 Increments After a Leave of Absence

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

## 18.4 Hiring Rates

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

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

## 18.6 **Statement of Earnings**

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

## 18.7 **Changes in Pay Range**

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

#### 18.8 Calculation of Sick Leave and Vacation

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

#### 18.9 **Promotion**

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

## 18.10 **Temporary Performance of Higher Duties**

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

#### 18.11 **Benefits for Long Term Service**

On April 1st:

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

#### ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION

#### 19.1 **Maintaining a Classification Plan**

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

#### 19.2 Classification Shall be Submitted to the Union

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

#### 19.3 Manual of Classification Specifications

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

#### 19.4 Changes in Classification

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

## 19.5 **Challenge From Senior Employees**

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

#### 19.6 **Downward Classification**

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

## 19.7 Indigenous Counsellor Position

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

#### ARTICLE 20 EMPLOYEE BENEFITS

## 20.1 Workers' Compensation Pay Supplement

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

#### 20.2 **Personal Property Loss**

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

#### 20.3 **Employee Pension Plan**

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

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

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

#### 20.4 Extended Health and Dental Plans

All employees will continue with the Dental plan.

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

## 20.5 **Employee and Family Assistance Plan**

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

#### 20.6 **CPR / First Aid**

When recertification for CPR and First Aid falls on an employees' day of rest they shall be granted time off in lieu.

#### ARTICLE 21 TRAVEL AND ALLOWANCES

- 21.1
- a) The Employer agrees that all transportation will be supplied by the Employer either by nature of company supplied cars or rental of taxis as required for regular house duties.
- b) If an employee agrees to use their own car, the Employer will reimburse the employee at the mileage rate as negotiated between the Public Service Commission and SGEU. The minimum amount of reimbursement shall be three dollars (\$3.00) per day, regardless of in or out of town travel.
- c) The meal rate, as adjusted from time to time, in effect between the Public Service Commission and SGEU will apply for the required out of town travel.
- d) There shall be a one dollar (\$1.00) per shift per employee surcharge for all food including beverages consumed at Saskatoon Interval House Inc.
- e) The Employer agrees to accept responsibility for the deductible in the event of accident while employees are driving Employer supplied vehicles in the performance of their duties.
- f) Out of town hotel accommodations shall be reimbursed at actual and reasonable rates. Alternate accommodation arrangements may be made by mutual agreement.

#### ARTICLE 22 SAFETY AND HEALTH

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

### 22.2 Meetings

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

### 22.3 **No Discipline**

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

#### 22.4 First Aid

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

## 22.5 Legal Costs

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

## 22.6 Harassment

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

#### ARTICLE 23 SEXUAL HARASSMENT

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

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

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

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

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

#### ARTICLE 24 TECHNOLOGICAL CHANGE

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

### 24.2 Introduction of Technological Change

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

- 24.3 The notice shall be in writing and shall state:
  - a) The nature of the technological change.
  - b) The date upon which the Employer intends to effect the technological change.

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

## 24.4 Training

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

## ARTICLE 25 JOB SECURITY

## 25.1 Agreement Subject to Applicable Laws

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

## 25.2 **Employer Amalgamation**

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

#### ARTICLE 26 TERM OF COLLECTIVE BARGAINING AGREEMENT

#### 26.1 **Duration**

This Collective Bargaining Agreement shall be binding and remain in effect from April 1, **2016** to March 31, **2023** and shall continue from year to year thereafter unless either party gives to the other party notice in writing as set out in Article 26.3.

## 26.2 Changes in Agreement

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

#### 26.3 **Notice of Changes**

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

## 26.4 **Agreement to Continue in Force**

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

- a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- b) Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

## 26.5 **Retroactivity**

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

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

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

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

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

## **SCHEDULE A**

## SASKATOON INTERVAL HOUSE INC.

Rate of Pay – Effective April 1, 2019

Counsellors	\$28.00/hr.
Children's Counsellor	\$28.00/hr.
Casual	\$21.87/hr.
Program Support Worker	\$28.00/hr.
General Services Worker	\$19.36/hr.

## SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and THE SASKATOON INTERVAL HOUSE INC., hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto Agreement on this day of	
Signed on behalf of: Saskatchewan Government and General Employees' Union	Signed on behalf of: Saskatoon Interval House Inc.
Lorena Urquiza Chair, Negotiating Committee	Ashley Drozda Board Chair
Meghan Campbell Negotiating Committee Member	James Repesse Board Member
Carlotta Hooghiem Negotiating Committee Member	Cara Bahr Vice-Chair
Greg Eyre Labour Relations Officer	Tanya Wiggins Executive Director

## LETTER OF UNDERSTANDING #1 SIGNING BONUS

A one-time signing bonus of \$500 for full-time.

A one-time signing bonus of \$200 for casual.

Greg Eyre

Labour Relations Officer

This LOU expires on March 31, 2020.	
Signed this day of	_ 2020, in Saskatoon, Saskatchewan.
Signed on behalf of: Saskatchewan Government and General Employees' Union	Signed on behalf of: Saskatoon Interval House Inc.
Lorena Urquiza Chair, Negotiating Committee	Ashley Drozda Board Chair
Meghan Campbell Negotiating Committee Member	James Repesse Board Member
Carlotta Hooghiem Negotiating Committee Member	Cara Bahr Vice-Chair

Tanya Wiggins
Executive Director

## LETTER OF UNDERSTANDING #2 PROJECT EMPLOYEES

The Employer agrees to first consider Project Employees who have client focused experience when hiring new employees.

Signed this day of	2020, in Saskatoon, Saskatchewan
Signed on behalf of: Saskatchewan Government and General Employees' Union	Signed on behalf of: Saskatoon Interval House Inc.
Lorena Urquiza Chair, Negotiating Committee	Ashley Drozda Board Chair
Meghan Campbell Negotiating Committee Member	James Repesse Board Member
Carlotta Hooghiem Negotiating Committee Member	Cara Bahr Vice-Chair
Greg Eyre Labour Relations Officer	Tanya Wiggins Executive Director

## LETTER OF UNDERSTANDING #3 WELLNESS PLAN

The Employer agrees to provide a wellness payment to all employees of ONE hundred dollars (\$100.00) per fiscal year. Such payment to be prorated to new hires based on when they are hired during the fiscal year.

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

The policy regarding what the payments cover will be developed by the Employer in consultation with the staff and Union.

This I Old evniros on March 31, 2023

This Loo expires on March 51, 2025.	
Signed this day of	_ 2020, in Saskatoon, Saskatchewan.
Signed on behalf of: Saskatchewan Government and General Employees' Union	Signed on behalf of: Saskatoon Interval House Inc.
Lorena Urquiza Chair, Negotiating Committee	Ashley Drozda Board Chair
Meghan Campbell Negotiating Committee Member	James Repesse Board Member
Carlotta Hooghiem Negotiating Committee Member	Cara Bahr Vice-Chair
Greg Eyre Labour Relations Officer	Tanya Wiggins Executive Director