



# **CITIZENS ALL ASSOCIATION INC.**

**April 1, 2016, to  
March 31, 2023**

**COLLECTIVE AGREEMENT**

**SGEU**

**Saskatchewan Government and General Employees' Union**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITIZENS ALL ASSOCIATION INC.  
AND  
SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5033  
APRIL 1, 2016 TO MARCH 31, 2023**

<b>ARTICLE 1</b>	<b>PURPOSE</b> .....	<b>5</b>
<b>ARTICLE 2</b>	<b>RECOGNITION</b> .....	<b>5</b>
<b>ARTICLE 3</b>	<b>INTERPRETATIONS</b> .....	<b>6</b>
<b>ARTICLE 4</b>	<b>SCOPE</b> .....	<b>7</b>
4.1	Exclusions .....	7
4.2	Temporary Out-of-Scope Appointment .....	7
<b>ARTICLE 5</b>	<b>MANAGEMENT RIGHTS</b> .....	<b>7</b>
<b>ARTICLE 6</b>	<b>UNION SECURITY</b> .....	<b>8</b>
6.1	Employer to Deduct and Remit Dues .....	8
6.2	T-4 Slips.....	8
6.3	Union Membership .....	8
6.4	Non-Discrimination.....	8
6.5	New Employees .....	9
6.6	No Contracting Out .....	9
6.7	Work of the Bargaining Unit .....	9
6.8	Refusal to Cross Picket Lines .....	9
6.9	Mandatory Drug Testing.....	9
6.10	Employer Policies.....	9
6.11	Notice Boards.....	10
<b>ARTICLE 7</b>	<b>PAYMENT OF WAGES</b> .....	<b>10</b>
<b>ARTICLE 8</b>	<b>NOTICE OF LAY-OFF</b> .....	<b>10</b>
8.1	Notice of Lay Off .....	10
<b>ARTICLE 9</b>	<b>SENIORITY</b> .....	<b>11</b>
9.1	Accumulation of seniority .....	11
9.2	Loss of Seniority.....	11
9.3	Seniority List.....	12
<b>ARTICLE 10</b>	<b>LAY OFF AND JOB POSTING</b> .....	<b>12</b>
10.1	Bumping.....	12
10.2	Notice of Recall .....	12
10.4	Competitions to be Posted .....	12
10.5	Information in Posting .....	12
10.6	Right of Reversion.....	13
10.7	Posting of Vacancies.....	13
10.8	Right of Reversion for Team Leader .....	13
<b>ARTICLE 11</b>	<b>HOURS OF WORK</b> .....	<b>13</b>
11.1	Residential Care Provider (24 Hour). .....	13
11.2	Care Provider (Shift). .....	13
11.3	Supportive Living Program Staff (SLP) .....	14
11.4	Program Activity Staff.....	14
11.5	Casual Employees .....	14
11.6	Call-in .....	14
11.7	Errors in Bookings.....	15
11.8	Time for Staff Meetings .....	15

<b>ARTICLE 12</b>	<b>OVERTIME .....</b>	<b>16</b>
12.1	Overtime Defined .....	16
12.2	Overtime at Time and One-Half .....	16
12.3	Participant Holidays .....	16
<b>ARTICLE 13</b>	<b>DESIGNATED HOLIDAYS .....</b>	<b>16</b>
13.1	Designated Days.....	16
13.2	Working on a Holiday .....	16
13.3	Falling on a Day of Rest.....	16
13.4	Holiday During Vacation.....	17
<b>ARTICLE 14</b>	<b>VACATION .....</b>	<b>17</b>
14.1	Definition .....	17
14.3	Vacation Credits.....	17
14.4	Carry Over of Vacation.....	17
14.5	Vacation Pay on Termination .....	18
14.6	Vacation Schedule .....	18
14.7	Payment of Vacation Pay.....	18
14.8	Unbroken Vacation.....	18
14.9	Vacation Pay on Supplementary Earnings.....	18
14.10	Sickness During Vacation .....	18
<b>ARTICLE 15</b>	<b>SICK LEAVE.....</b>	<b>18</b>
15.1	Definition .....	18
15.2	Annual Paid Sick Leave .....	19
15.3	Accumulation of Annual Paid Sick Leave .....	19
15.4	Deductions from Sick Leave.....	19
15.5	Medical Certificate.....	20
15.6	Sick Leave During Leave of Absence or Lay-Off.....	20
15.7	Leave of Absence While Sick.....	20
15.8	Recognition of Social Illness. ....	21
<b>ARTICLE 16</b>	<b>LEAVE OF ABSENCE.....</b>	<b>21</b>
16.1	Bereavement Leave .....	21
16.2	Maternity, Paternity and Adoption Leave .....	22
16.3	Leave for Personal Reasons. ....	22
16.4	Jury Duty.....	23
16.5	Union Leave .....	23
16.6	Seniority .....	23
<b>ARTICLE 17</b>	<b>EMPLOYEE BENEFITS .....</b>	<b>23</b>
17.1	Benefits Plans .....	23
17.2	Employee Liability Insurance.....	24
<b>ARTICLE 18</b>	<b>TRAVEL AND ALLOWANCES. ....</b>	<b>24</b>
18.1	Use of Employee Vehicle .....	24
<b>ARTICLE 19</b>	<b>OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>25</b>
19.1	Health and Safety Orientation and Instruction.....	25
19.2	Occupational Health and Safety Committee .....	25
19.3	Committee Minutes .....	26
19.4	Workplace Inspections .....	26

19.5	Committee Investigations .....	26
19.6	Occupational Health Committee Training.....	26
19.7	Right to Refuse .....	26
19.8	First Aid.....	27
19.9	Protective Clothing and Equipment .....	27
19.10	Working Alone.....	27
<b>ARTICLE 20</b>	<b>DISCIPLINE, SUSPENSION, DISMISSAL .....</b>	<b>27</b>
20.1	Preamble.....	27
20.2	Verbal Reprimand .....	28
20.3	Letter of Reprimand .....	28
20.4	Suspension .....	28
20.5	Dismissal.....	28
20.6	Justice and Dignity .....	29
20.7	Burden of Proof .....	29
20.8	Reinstatement of Rights.....	29
20.9	Records of Employees .....	29
20.10	Right to Have a Steward. ....	30
<b>ARTICLE 21</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>30</b>
21.1	Definition of Grievance.....	30
21.2	Policy Grievance .....	30
21.3	Union May Institute Grievances .....	30
21.4	Stewards .....	31
21.5	Names of Stewards.....	31
21.6	Permission to Leave Work. ....	31
21.7	Procedure.....	31
21.8	Special Measures.....	33
21.10	Deviation from Grievance Procedure .....	33
21.11	Failure to Act Within Time Limits.....	33
21.12	Changes to the Agreement. ....	33
21.13	Access to Grievance Information from Employer .....	33
<b>ARTICLE 22</b>	<b>ARBITRATION .....</b>	<b>33</b>
22.1	Selection of an Arbitrator.....	33
22.2	Procedure.....	33
22.3	Decision of the Arbitrator.....	34
22.4	Expenses of the Arbitrator.....	34
<b>ARTICLE 23</b>	<b>NO STRIKE OR LOCK-OUT .....</b>	<b>35</b>
<b>ARTICLE 24</b>	<b>TERMS OF AGREEMENT .....</b>	<b>35</b>
24.1	Duration .....	35
24.2	Notice to Renegotiate.....	35
24.3	Agreement to Continue in Force .....	35
24.4	Changes in Agreement. ....	35
24.5	Changes to Agreement .....	35
24.6	Wage Re-Opener .....	35
<b>ARTICLE 25</b>	<b>JOB DESCRIPTIONS .....</b>	<b>36</b>

**LETTER OF UNDERSTANDING #1 SUPPORTIVE LIVING PROGRAM CASE  
WORKERS ..... 39**

**LETTER OF UNDERSTANDING #2 VACATION ENTITLEMENT ..... 40**

**LETTER OF UNDERSTANDING #3 HEALTH and WELFARE TRUST..... 41**

**SIGNING PAGE ..... 46**

**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 28<sup>th</sup> day of March, 2019.**

**between**

**CITIZENS ALL ASSOCIATION INC.  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

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

**PARTY OF THE SECOND PART**

**ARTICLE 1      PURPOSE**

1.1                The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfying relationship between the Association and its employees, to provide a consistent and caring environment with which persons with intellectual disabilities will feel comfortable. Its purpose is also to encourage stable working conditions in the Association by promoting competent and credible training and care for clients and to assist both the Association and the Union in accomplishing these objectives. Confidentiality for both employees and clients will be respected by the Association and the Union.

Now therefore Citizens All Association Inc. and Saskatchewan Government and General Employees' Union, Citizens All Association Inc. Bargaining Unit, mutually agree as follows:

**ARTICLE 2      RECOGNITION**

2.1                The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement. No employee or group of employees shall undertake to speak on behalf of the Union at meetings with the Employer's representative without the proper authorization of the Union.

2.2                The Union recognizes the responsibility of its members to perform their respective duties for the said Employer and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.

2.3                The Union will supply the Employer's representatives with the name of its officers. The Employer's representatives shall supply the Union with a

list of personnel with whom the Union may be required to transact business.

### **ARTICLE 3 INTERPRETATIONS**

- 3.1 **Active Working Day** – means a day when an employee is actively carrying out the day to day duties of their job responsibilities
- 3.2 **The Association** means Citizens All Association **Inc.**, as represented by the Board of Directors.
- 3.3 **Casual Employee** means an employee who works on a “**call in**” basis, **and is not guaranteed hours.**
- 3.4 **Day** for the purposes of seniority calculation and signing bonus shall mean a day where an employee works eight hours or more. Three-quarters day is where an employee works between six and eight hours. One-half day is a day where an employee works less than six hours.
- 3.5 **Employee** and **employees** means a person to which the terms of this Agreement apply, as indicated in Article 3.
- 3.6 **Executive Director** means the Executive Director of Citizens All Association **Inc.**
- 3.7 **Part-Time Employee** means an employee who works on a less than full-time basis.
- 3.8 **Pay Plan** means the scale of wages, as contained in Schedule "A".
- 3.9 **Permanent Employee** is one who fills a permanent position and has successfully completed her initial probationary period.
- 3.10 Plural or Masculine/Feminine Terms May Apply
- Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine 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.
- 3.11 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Citizens All Association **Inc.**
- 3.12 **Year** for the purpose of vacation entitlement shall mean a calendar year.
- 3.13 **Full-Time Employee** means an employee who works full time on a regularly scheduled basis as per their classification.



## **ARTICLE 4 SCOPE**

### **4.1 Exclusions**

The terms of this Agreement shall apply to all employees of the Employer, excluding the following:

- a) Executive Director
- b) Executive Financial Secretary
- c) Human Resource Administrator
- d) Program Coordinators
- e) Program Activity Team Leader
- f) **Administrative Assistant**
- g) Group Home Team Leaders
- h) Temporary positions funded primarily by job creation or employment training programs administered by the Federal or Provincial Governments, so long as this does not lead to a reduction in **employees** or a reduction in available hours for existing **employees**.
- i) SLP Team Leader

### **4.2 Temporary Out-of-Scope Appointment**

An employee who is filling an out-of-scope position for three months or less shall continue to have Union dues deducted from her wages and shall be entitled to any benefits or rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without her consent.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **5.1**

The Union recognizes the right of the Employer to the management of its agency, and the direction of the working forces, including the right to hire, promote and/or transfer any employee or discharge any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its agency in accordance with its commitments and responsibilities, including methods, processes and means of providing care for persons **experiencing** intellectual disabilities, except as otherwise provided in this Agreement.

## **ARTICLE 6      UNION SECURITY**

### **6.1              Employer to Deduct and Remit Dues**

The employer shall deduct, on behalf of the Union, from the employees pay all initiation fees, dues assessments and levies. The employer shall remit such deductions to the Union at the conclusion of each pay period.

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

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.

### **6.2              T-4 Slips**

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

### **6.3              Union Membership**

- a)      Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the Employee's employment.**
- b)      Every new employee shall, within 30 days after the commencement of the Employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the Employee's employment.**
- c)      Notwithstanding paragraphs a) and b), any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the Employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.**

### **6.4              Non-Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political activity, religious affiliation, sex, marital status, sexual orientation, nor by reason of membership or activity in the Union.

## 6.5 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in this Article dealing with Union Security.

A representative of the Union may schedule 30 minutes during her working hours to acquaint new employees with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

## 6.6 **No Contracting Out**

The employer agrees that no work presently performed by employees in the bargaining unit will be transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employees, except where mutually agreed between the parties. Work of a short-term nature (e.g., accounting, property maintenance) would be excluded from the application of this Article.

## 6.7 **Work of the Bargaining Unit**

**Unionized work shall be performed by members of the bargaining unit and the team leaders, except when mutually agreed upon by both parties.** The employer may, however, use volunteers, as long as their use does not lead to a reduction in **employees** or a reduction in available hours for existing **employees**. This Article shall have no application in the event of a strike, and shall not apply to students.

## 6.8 **Refusal to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement, except where health and safety of the Participants are concerned, nor shall it be grounds for disciplinary action.

## 6.9 **Mandatory Drug Testing**

The employer agrees that it will not implement a mandatory drug testing program for employees.

## 6.10 **Employer Policies**

The employer will maintain an electronic and print policy manual available to employees which comprises all the employer's policies which relate to the working conditions, **employees**, or matters covered by this Agreement. The employer will promptly inform all employees in writing of new policies.

Copies of motions, resolutions, bylaws, rules and regulations adopted by the Association which relate to the working conditions, **employees** or matters covered by this Agreement will be circulated to **employees** Via Email.

6.11 **Notice Boards**

The Employer shall make available to the employees 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 7 PAYMENT OF WAGES**

7.1 The Employer **shall** notify employees of any changes to their timesheets **on their electronic paystub.**

**Employees are paid biweekly on Fridays by automatic deposit to their designated bank account. They shall be paid for their hours worked up to midnight of the preceding Saturday. If the statutory holiday falls on a Friday, pay shall be deposited to employees' designated bank account on the preceding work day.**

7.2 The Association shall pay salaries and wages in accordance with Schedule "A", attached hereto, and forming part of this Agreement.

7.3 The hiring rates of pay for new employees shall be at the minimum of the appropriate range, as outlined in Schedule "A". Employees with seniority who move to another position with a lower daily rate of pay will receive the salary step in the new range that is closest to their previous rate of pay. This may not occur in employer-initiated demotions.

7.4 **Employees pay stubs are available online through a password protected site. Pay stubs include vacation credits, sick leave credits and accumulated time.**

7.5 Increments for the schedule of wages as contained in Schedule "A" shall be granted to employees based upon time in active employment in the job classification.

**ARTICLE 8 NOTICE OF LAY-OFF**

8.1 **Notice of Lay Off**

a) At three months and less than one **(1)** year active employment, any employee who is laid off is entitled to one week of notice in writing. Otherwise, the employee is entitled to the usual wages she would have earned for that period of employment.

- b) After one **(1)** year but less than three **(3)** years, two **(2)** weeks' written notice.
- c) After three **(3)** years but less than five **(5)** years, four **(4)** weeks' written notice.
- d) After five **(5)** years but less than **ten** (10) years, six (6) weeks' written notice.
- e) After **ten** (10) years or more, eight **(8)** weeks' written notice.

## **ARTICLE 9 SENIORITY**

### **9.1 Accumulation of seniority**

- a) A new employee shall be on probation for a period of **ninety (90)** active working days **or six (6) months whichever comes first**. Upon completion of the probation period, seniority shall be established retroactive to the date on which the employee last entered the service of the Association.
- b) A subsequent probation period of ninety (90) days may be required when a permanent employee accepts another position within the agency
- c) Seniority of employees shall be based on the total number of regular days worked since they last entered the service of the Association and shall not be established until the completion of the initial probationary period prescribed in **Article 9.1a)**.

### **9.2 Loss of Seniority**

Seniority shall be broken and all rights forfeited when:

- a) An employee is dismissed by the Employer and not reinstated.
- b) An employee voluntarily resigns or leaves the service of the Employer.
- c) An employee fails to return to work after termination of a leave of absence, unless reason acceptable to Employer is demonstrated.
- d) An employee has been continually laid-off due to lack of work for a period of **twelve (12)** months.
- e) An employee is absent without authorization for a period of more than three days.
- f) A casual employee has not worked **one shift in thirty (30)** consecutive days excluding training days and meetings, unless

they are on an approved leave of absence **or have not been offered a shift.**

9.3 **Seniority List**

The Employer shall maintain a seniority list of all employees listing the seniority date and accumulated seniority days of all employees. A copy of the seniority list will be posted each April 15. Employees shall have one (1) month to seek corrections to the seniority list. A copy will be sent to the Union.

**ARTICLE 10 LAY OFF AND JOB POSTING**

10.1 **Bumping**

Any permanent employee who is laid off shall have the right to bump any junior person, as long as she is qualified. If the person bumping moves from one program to another, she will serve the usual probationary period and start at Step I for that particular position. The person or persons being bumped will have the same bumping rights, so far as her seniority allows. There shall be no loss of seniority if an employee chooses to bump.

10.2 **Notice 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 her current address.

10.3 **Appointment of Senior Qualified Applicant**

All permanent, temporary or part-time positions shall be filled only in accordance with this Article. Any employee may apply for any vacancy, and if qualified shall be appointed to that vacancy. If there is more than one qualified employee in a competition, the most senior qualified employee shall be appointed.

10.4 **Competitions to be Posted**

Job competitions shall allow a minimum of **ten (10)** calendar days for applications to be submitted and a copy will be sent via email to each **employee.**

10.5 **Information in Posting**

Job postings shall set out the classification title, nature of duties, qualifications required and salary.

10.6 **Right of Reversion**

If a permanent employee is required to or elects to revert to her former position during probation, she shall receive her former rate of pay, subject to any increments she would have earned had she remained in her former position.

A permanent employee who has resigned from their permanent position and accepted casual employment has no right of reversion to the permanent position.

10.7 **Posting of Vacancies**

All vacancies over 30 days shall be posted.

10.8 **Right of Reversion for Team Leader**

If an employee is appointed to an out-of-scope team leader position is required to or elects to revert to her former in scope position during probation, she shall receive her former rate of pay, subject to any increments she would have earned had she remained in her former position.

**ARTICLE 11 HOURS OF WORK**

11.1 **Residential Care Provider (24 Hour)**

Residential **Care** Providers shall work a 24-hour work day, commencing at 09:30 each day. Their **rotation** shall be **three (3)** days on, and **three (3)** days off.

Monday to Friday during daytime hours, Residential **Care Providers (24 hour)** will have the ability to leave the group home to conduct agency business, subject to the needs of the **Participants** and the home.

Residential **Care Providers (24 hour)** shall report for duty at 9:00 a.m. on the first day of their rotation and shall be permitted to take forty-five (45) minutes off with pay during that shift provided that they leave the pager with another residential care provider (24 hour) who is on active duty. The forty-five (45) minute period will commence when the employee drops the pager off and will end when the employee picks up the pager.

At all other times Residential Care **Providers (24 hours)** are to be at work or conducting agency business as directed by the agency.

11.2 **Care Provider (Shift)**

Full-time care providers shall work 80 hours averaged over a two week period. Part-time care providers shall work less than 80 hours averaged over a two week period.

11.3 **Supportive Living Program Staff (SLP)**

Full-time SLP employees shall work 80 hours averaged over a two week period, with daily hours of work unregulated. Part-time SLP employees shall work less than 80 hours averaged over a two week period, with daily hours of work unregulated. Employees shall be on call 24 hours per day during work days.

11.4 **Program Activity Staff**

Full-time Program Activity Staff will work 80 hours averaged over a two week period, with daily hours of work unregulated. Part-time Program Activity **Staff** shall work less than 80 hours averaged over a two week period, with daily hours of work unregulated.

11.5 **Casual Employees**

- a) **Casual employees are hired based on their stated availability and the needs of the employer.**
- b) **Casual employees are pre-booked in accordance to Article 11.6 e) and booked with short notice.**
- c) **Casual employees must provide their availability by specifying the hours each day for each calendar month at least 30 days in advance of each month. Changes to availability may be made with the approval of the Executive Director or designate. No change will be unreasonably denied.**
- d) **If not available for two weeks or more shall request an approved leave of absence from the Executive Director.**
- e) **Upon resignation or retirement from their permanent position full-time and part-time employees shall have the ability to apply to be placed on the casual list without losing seniority.**

11.6 **Call-in**

- a) An employee called in for work shall be paid a minimum of three hours at her regular rate of pay.
- b) No employee will work more than six **(6)** consecutive days, except in exceptional circumstances.
- c) No employee will work more than three **(3)** consecutive 24-hour shifts, except in exceptional circumstances. Following three **(3)** consecutive 24-hour shifts there is a period of rest of a



minimum of 24 hours, with the exception of **employees** training and meetings for Participant and safety issues.

- d) Relief assignments shall be offered first to casual and then to part-time employees who are qualified and capable of performing the required work without orientation on a seniority basis while considering the following:
  - i) Continuity of care;
  - ii) The organization's regular staffing patterns;
  - iii) Currency and retention of casual and part-time employees;
  - iv) Equity
- e) **For shifts with seven (7) days' notice, casual employees will tentatively be pre-booked, pending confirmation by the employee, based on the availability provided and booking criteria.**
- f) **A casual employee shall not refuse more than four (4) shifts offered in a calendar month for which they have indicated availability. More than one (1) call for the same calendar day does not constitute multiple shift offers and refusals.**
- g) Permanent employees may work additional hours as long as their permanent hours combined with the additional hours do not result in overtime unless authorized in advance by the Employer. The additional hours will be paid at the rate stated in Schedule A for the position they are covering.

## 11.7

### **Errors in Bookings**

- a) **The employee must identify the error to the Executive Director or designate immediately upon discovery of the error or up to one (1) month following the error in call-in.**
- b) **If an error is made the employer shall offer the employee the first (1<sup>st</sup>) available shift of equal or greater hours in which she is qualified to work.**

## 11.8

### **Time for Staff Meetings**

When any employee is required to attend any training or staff meetings on their scheduled day off, the employee shall be paid for a minimum of three (3) hours at their regular rate of pay, unless they are in an overtime position pursuant to Article 12.

## **ARTICLE 12 OVERTIME**

### **12.1 Overtime Defined**

Prior approval must be obtained before any overtime is scheduled.

Residential Care Providers (24) and acting Residential Care Providers (24) shall be entitled to overtime in accordance with ***The Saskatchewan Employment Act***.

All other employees shall be entitled to overtime after 80 hours in a two week period or a 12 hour shift.

### **12.2 Overtime at Time and One-Half**

Overtime worked shall be compensated at a rate of time and one half (1 1/2). Upon the employee's request, the Employer may grant time off at the appropriate rate.

### **12.3 Participant Holidays**

Overtime does not apply during time periods when Participant and **employees** are on annual Participant holidays away from place of employment.

## **ARTICLE 13 DESIGNATED HOLIDAYS**

### **13.1 Designated Days**

For the purposes of this Agreement, designated holidays shall mean:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Family Day and any other day proclaimed as holiday by the Federal, Provincial or Municipal government.

### **13.2 Working on a Holiday**

The Employer agrees to compensate employees for the holidays designated in ***The Saskatchewan Employment Act***.

### **13.3 Falling on a Day of Rest**

Should a designated holiday fall on an employee's regular day of rest, another day shall be rescheduled to the immediate preceding or following work day unless there is agreement between the parties to do otherwise. The Employer agrees to compensate employees in the manner provided for in ***The Saskatchewan Employment Act***.

#### 13.4 **Holiday During Vacation**

When a designated holiday falls on a day during an employee's vacation, the employee will not be deducted a vacation day for that day.

### **ARTICLE 14 VACATION**

#### 14.1 **Definition**

Vacation means annual vacation with pay.

14.2 Vacation Year means the 12 month period commencing on the 1st of April, each year.

#### 14.3 **Vacation Credits**

- a) During the first and subsequent years of employment with the Employer, each full-time and part-time employee shall be entitled to three (3) weeks annual vacation and  $3/52^{\text{nds}}$  of their total wage for the current year as annual vacation pay.
- b) After ten (10) years of service, each full-time and part-time employee shall be entitled to four (4) weeks annual vacation and  $4/52^{\text{nds}}$  of their total wage for the current year as annual vacation pay.
- c) After twenty (20) years of service, each full-time and part-time employee shall be entitled to five (5) weeks annual vacation and  $5/52^{\text{nds}}$  of their total wage for the current year as annual vacation pay.
- d) Casual employees shall be paid  $3/52^{\text{nds}}$  vacation pay in lieu of vacation leave, based on total earnings, on each pay cheque. After ten (10) years of service, they shall be paid  $4/52^{\text{nds}}$  vacation pay. After twenty (20) years of service, they shall be paid  $5/52^{\text{nds}}$  vacation pay.

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

**Vacation will be taken annually by employees. Subject to the approval of the employer, employees may carry up to fifteen (15) days of vacation. Requests to carry over vacation must be made prior to November 30.**

**At the discretion of the employer, un-booked vacation will either be scheduled or paid out.**

14.5 **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.

14.6 **Vacation Schedule**

Annual vacation shall be scheduled at a time approved by the Executive Director. Vacation requests must be submitted to the office at least 30 days in advance, except in extenuating circumstances. All employees may request vacation leave in increments of one day or more.

If an employee has not requested vacation by October 15, the Employer will notify the employee in writing that vacation must be requested by November 30<sup>th</sup>. If the employee fails to request vacation by November 30<sup>th</sup>, then the Employer may schedule vacation for the employee with a minimum of four (4) weeks' notice to the employee.

14.7 **Payment of Vacation Pay**

Vacation pay for casual employees shall be paid on a **bi-weekly** basis.

14.8 **Unbroken Vacation**

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee, but may not have vacation in periods of less than one (1) day.

14.9 **Vacation Pay on Supplementary Earnings**

Vacation pay will be paid on all supplementary earnings except vacation pay.

14.10 **Sickness During Vacation**

If an employee becomes sick while on vacation leave, on provision of a medical certificate from her physician, her vacation leave will be credited back by the Executive Director for up to five days, provided the sick time is deducted from the employee's sick leave accumulation.

**ARTICLE 15 SICK LEAVE**

15.1 **Definition**

An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which:

- a) the employee was unable to work by virtue of being sick or disabled; or
- b) because of an accident for which compensation is not payable under *The Worker's Compensation Act*, or Saskatchewan Government Insurance.

Sick leave shall be time off with pay only to the extent the employee has earned sick leave credits.

15.2

### **Annual Paid Sick Leave**

- a) Sick leave credits shall accumulate for full-time employees from the date of employment on the basis of 1 1/4 working day per month. **Sick leave credits shall be earned at a rate of 5.77% of hours worked to a maximum of 4.62 hours per pay period, except for Care Provider 24's who may earn up to 9.72 hours per pay period.**
- b) Only employees in a permanent or term position may accumulate and access sick leave.
- c) Notification of Illness

An employee absent from duty on account of sickness shall notify the Manager or designate at the earliest possible opportunity on the first day of absence. Outside of regular office hours, the employee will arrange for **employee** coverage, where possible and if sufficient coverage cannot be obtained, the Manager or designate shall assign the coverage to the part-time or casual personnel.

15.3

### **Accumulation of Annual Paid Sick Leave**

Sick leave credits may accumulate to a maximum of **40** days in total. Employee's sick leave accumulation will remain to the employee's credit if the employee changes positions within the employ of the employer.

15.4

### **Deductions from Sick Leave**

- a) A deduction shall be made from accumulated sick leave of all normal working days the employee is absent for sick leave while on sick leave pay.
- b) Where an employee is required to provide for the needs of a member of the employee's immediate family during an unexpected illness or accident, an employee may be allowed to use up to five days of accumulated sick leave per illness or accident for this purpose. A medical certificate may be required. The Employer shall pay the cost of the certificate.

- c) **Where an employee has depleted their sick leave credits, the employer will use any available vacation credits to cover their absence, unless otherwise advised by the employee.**

15.5

#### **Medical Certificate**

A medical certificate may be required from employees reporting sick **for:**

- a) more than three consecutive shifts or
- b) where the Employer has reasonable grounds to believe that an employee may be abusing sick leave **or**
- c) **exhibiting symptoms or behaviours which may indicate a need for medical attention.**

The Employer shall reimburse the employee for the medical certificate upon submission of a receipt by the employee.

15.6

#### **Sick Leave During Leave of Absence or Lay-Off**

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

15.7

#### **Leave of Absence While Sick**

- a) In cases where employees are sick beyond their accumulated sick leave credits and qualify for Long Term Disability benefits, the Employer shall grant leave of absence for up to two years. Employees will pay the full cost of benefits (both employer and employee portions) until **the Employer has received notice of a premium waiver. The employer will reimburse any over payment to the employee.**
- b) **The employee must make payment on or before the 20<sup>th</sup> day of the first month of the leave and continue until the first pay period after the person has returned to work. If the person has no earnings in a pay period they will be responsible to pay the entire cost of benefits for that pay period. The employer will not submit premiums on the employees' behalf without prior payment which may result in loss of coverage.**
- c) At the end of two years, the Employer shall grant a one year extension of such leave, providing the employee will likely be fit to return to their previous position within the year. The Employer will not be required to continue benefit coverage under Article 17, although the employee may do so at her own expense.

- d) If at the end of two years, as provided for in a) above, or if at the end of the third year, as provided for in b) above, the employee is unable to return to her previous position, the Employer may fill her position on a permanent basis, and place the employee on indefinite leave provided the employee provides a medical certificate indicating an expectancy of recovery within a reasonable period of time. The Employer will not be required to continue benefit coverage under Article 17, although the employee may do so at her own expense. If the employee is able to return to work with the Employer, she shall notify the Employer of such, and shall be appointed to the first available position for which she is qualified.

**15.8 Recognition of Social Illness.**

The employer and the Union recognize that alcoholism and drug abuse cause health problems. When necessary, sick leave benefits will be granted on the same basis as for other health problems, subject to the provisions of the benefits plan.

Employees whose partner is undertaking a rehabilitative program for drug and alcohol abuse may apply for up to seven days sick leave to participate with her partner in such a program. Leave of absence without pay may also be approved for such a situation.

It is recognized by the parties that 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 disciplinary measures within the framework of this Agreement. Proof of attendance must be provided to the Employer.

**ARTICLE 16 LEAVE OF ABSENCE**

**16.1 Bereavement Leave**

- a) When it is necessary for an employee to be absent from work due to a death in the employee's immediate family, she shall be paid for a period of up to three consecutive business days at the employee's regular rate of pay provided that the three days must be contiguous with the funeral. An employee will not be paid for any days that she was not scheduled to work.

The term "immediate family" is limited to spouse, child, parent, brother, sister, grandparents, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law of the employee.

- b) Employees shall be granted one (1) day without pay for the funeral of the niece, nephew, aunt, uncle, or spouse's grandparents.
- c) The Executive Director may grant leave as in **Article 16.1 a)** to an employee in the event of the death of an employee's close friend.

## 16.2

### **Maternity, Paternity and Adoption Leave**

Every employee who is currently employed and has been in the employment of her employer for a total of at least 20 weeks in the 52 weeks immediately preceding the day on which the requested leave is to commence shall be granted leave of absence without pay for a period of up to **eight-teen (18) months** in the event of **giving birth**, paternity or adoption.

At least one month prior to employees planned date of return employee is to contact employer to confirm return to work and schedules Upon return from such leave the employee shall be reinstated in her or his former position or in a comparable position. Such employee is entitled to her or his previous rate of pay without loss of benefits, increments, or seniority.

Subject to the qualifying provisions of the benefits plans, an employee on leave under this Article may elect to maintain insurance benefits for the period in which she or he would otherwise have worked, by paying the total employee and employer premium.

Failure to pay premium may result in loss of coverage.

### 16.2.1

#### **Emergency Shelter**

**When an employee is required to seek emergency shelter from interpersonal violence the employee shall be entitled to draw up to three (3) days from unexpended sick leave or vacation leave upon providing notification to the employer prior to or as soon as reasonably possible after seeking shelter. An employee who has expended all available paid leave may be granted a leave of absence without pay.**

## 16.3

### **Leave for Personal Reasons**

The Employer may grant an employee leave without pay for up to one year for valid personal reasons, family reasons, or as educational leave. Approval shall not be withheld unreasonably.

An employee returning from leave in accordance with this Article shall be reinstated in her former position or in a comparable position. Such



employee is entitled to her previous rate of pay without loss of benefits, increments, or seniority.

Subject to the qualifying provisions of the benefits plans, an employee on leave under this Article may elect to maintain insurance benefits for the period he or she would otherwise have worked, by paying the total employee and employer premium.

The Employer may grant an employee an extension or extensions of leave beyond one year, but such an employee will not be entitled to continue as a participating employee in the benefits plans. She will not be entitled to be reinstated to her former position, but she will, however, be offered the first available vacancy for which she is qualified. Upon returning to work, she will regain her eligibility for benefits, and will not lose her increments, sick leave entitlement, vacation entitlement, or seniority.

16.4 **Jury Duty**

If an employee has not been successful in being excused from jury duty or has been called as a witness, the employee shall be granted an unpaid leave of absence.

16.5 **Union Leave**

The Employer recognizes the right of every employee to participate in the affairs of the Union insofar as it does not interfere with the regular operations of the Employer. Employees shall give the employer at least two (2) weeks' notice of the need for Union leave. Requests for Union leave with less than two (2) weeks' notice will be considered. Approval of such leave will not be unreasonably withheld. 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 affiliated union centrals. The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under this Article.

16.6 **Seniority**

Employees on authorized leaves of absence without pay (other than leave under **Article 16.2**) in excess of 30 days shall not continue to earn seniority but shall retain their seniority upon returning to work.

**ARTICLE 17 EMPLOYEE BENEFITS**

17.1 **Benefits Plans**

During the life of this Agreement the Employer will continue to provide the following Benefit Plans to all employees, following a full calendar month eligibility period in accordance with SGEU Policy and Procedures.

- i) Employee life
- ii) Accidental Death and Dismemberment Insurance
- iii) Pension
- iv) Extended Health Care Benefits
- v) Dental Benefits

Based on current rates, the employer agrees to pay 50% of the costs of premiums.

Employees on leave of absence under Article 16.3 will be responsible for payment of their share of premiums. Failure to pay premiums may result in loss of coverage.

All employees will participate in the SGEU Long Term Disability Plan, and will pay the full cost of the premiums for it.

The employer will contribute 8% of all permanent employees' wages into the **Manulife** Pension Plan.

Entitlement to the benefit plans will be determined by the plan text.

## 17.2 **Employee Liability Insurance**

Except when an employee has been considered negligent (or whose performance is considered one of gross misconduct) the employee will be covered by the employer's third party liability insurance, and the terms and conditions therein. The Union shall be provided with a copy of the liability insurance policy upon request.

## ARTICLE 18 **TRAVEL AND ALLOWANCES**

### 18.1 **Use of Employee Vehicle**

- a) When an employee who is assigned to work in a Citizens All **Association Inc.** home is requested by the Employer, and agrees to use her own vehicle, mileage will be paid at the rate of **\$0.40** per kilometer to a maximum of **\$25.00** per month.
- b) The monthly maximum of **Article 18.1 a)** may be exceeded by prior approval of the Executive Director.
- c) As a condition of employment in a Citizens All **Association Inc.**, the Employer does not require anyone to own an automobile.
- d) SLP workers in permanent positions are required to have their own vehicle and to maintain it in a safe and roadworthy condition. (Permanent) SLP workers will receive

\$200.00/ per month transportation allowance, it will be pro-rated for part-time SLP workers.

- e) The employer shall pay half the cost of an annual professional interior vehicle cleaning not to exceed \$75.00 for permanent SLP employees who are required to use their vehicles on a regular basis to transport participants.

## **ARTICLE 19 OCCUPATIONAL HEALTH AND SAFETY**

The employer, the employees and the Union share a commitment to creating and maintaining workplaces which are healthy and safe for all employees and the Participants, and share a commitment to cooperate in resolving health and safety concerns expeditiously.

An employee or group of employees who have a health or safety concern that they cannot resolve on their own should refer the concern to their supervisor as soon as possible.

### **19.1 Health and Safety Orientation and Instruction**

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

### **19.2 Occupational Health and Safety Committee**

- a) The employer shall cause a committee to be established to be known as the Occupational Health Committee. The committee shall consist of no fewer than two and no more than 12 persons of whom at least half shall be persons representing workers, and either elected by the workers they represent or appointed in accordance with the constitution of the union.
- b) The committee shall have a continuing concern with respect to the health, safety and welfare of the persons employed in the place of employment. The duties of the committee shall include the receipt, consideration and disposition of matters respecting the health and safety of the workers.
- c) The committee shall hold regular meetings at least quarterly. A quorum at a meeting of the committee consists of one-half of the membership of the committee, where employer and worker representatives are present, and worker representatives constitute at least one-half of the members present.
- d) The employer shall credit attendance by persons at regular or special meetings of the committee as time at work. The employer shall allow members of the committee a reasonable opportunity, during normal working hours and without loss of pay or other

benefits, to receive and investigate concerns or conduct other business proper to the functioning of the committee.

- e) The worker co-chairperson shall keep employees informed of the concerns and recommendations of the committee and of any information addressed to the committee from the **Ministry responsible for administering *The Saskatchewan Employment Act***, and the employer shall facilitate the discharge of these duties by the worker co-chairperson during normal work hours by permitting meetings of workers or by other means which are appropriate in the circumstances.

### 19.3 **Committee Minutes**

The committee shall ensure that minutes of all its meetings are recorded on forms that the **Ministry responsible for administering *The Saskatchewan Employment Act*** shall supply and that a copy is: kept on permanent file with the committee; returned to the Director of the Occupational Health and Safety Branch; and posted in the places of employment until such time as any concerns registered are resolved.

### 19.4 **Workplace Inspections**

The employer shall facilitate arrangements for members of the committee to conduct health and safety inspections of the places of employment at reasonable intervals to be determined by the committee. Upon written notification by the committee of an unsafe condition found during an inspection, the employer shall promptly undertake suitable corrective measures, and inform the committee in writing of the action taken.

### 19.5 **Committee Investigations**

Special meetings of the committee may be called by either co-chairperson to deal with urgent concerns, imminent dangers to health or safety, investigations of accidents or dangerous occurrences or refusals to work pursuant to Article 19.7.

### 19.6 **Occupational Health Committee Training**

Where a committee member attends a training program conducted by the **Ministry responsible for administering *The Saskatchewan Employment Act*** during normal working hours, the employer shall not deduct any pay or other benefits from that worker.

### 19.7 **Right to Refuse**

- a) A worker may refuse to do any particular act or series of acts at work which she has reasonable grounds to believe are unusually dangerous to her health or safety or the health and safety of any

other person at the place of employment until the occupational health committee or occupational health officer has investigated the matter and advised her otherwise.

- b) The duties of the committee shall include the investigation of any matter referred to in Article **19.7 a)**.
- c) Where discriminatory action is taken against a worker who has exercised the right conferred on her by Article **19.7 a)**, there shall be a presumption in favour of the worker that the discriminatory action was taken against her for that reason, and the onus shall be upon the employer to establish that the worker was discriminated against for good and sufficient other reason. Temporary assignment to alternative work at no loss in pay to the worker until the matter mentioned in Article **19.7 a)** is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

**19.8 First Aid**

The employer shall make provision of facilities and training for first aid, taking into account the nature of the work performed by employees and the proximity of medical assistance. The employer will provide a first aid kit for every home. Employees will maintain the kits as per established guidelines.

**19.9 Protective Clothing and Equipment**

Any necessary clothing and personal protective equipment will be provided and maintained by the employer at the employer's expense.

**19.10 Working Alone**

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

**ARTICLE 20 DISCIPLINE, SUSPENSION, DISMISSAL**

**20.1 Preamble**

Both parties agree that every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to employee performance prior to the initiation of disciplinary action.

The employer acknowledges the right of employees to have any differences regarding disciplinary action or dismissal heard through the Grievance and Arbitration procedure.

The parties agree to this agreement recognize the normal steps of corrective /progressive disciplines are:

- a) Verbal Reprimand
- b) Written Reprimand
- c) Suspension
- d) Dismissal

It is understood that normal progression may be altered based on the severity of the offence /misconduct.

In the event the employer initiates disciplinary action against an employee, except in situations requiring immediate suspension or dismissal, the practice of progressive discipline will take place as follows:

#### 20.2 **Verbal Reprimand**

The Executive Director or designate will verbally outline to the employee any reasons for the reprimand, how she should correct her work or conduct and what will happen if her misconduct continues. There is no official written report of a verbal reprimand. A shop steward shall be present as a witness.

#### 20.3 **Letter of Reprimand**

If an employee displays no positive response to the verbal reprimand, the Executive Director or designate shall reprimand that employee by means of a letter of reprimand to the employee within thirty (30) calendar days of the event of the complaint. Such letters shall become part of an employee's record.

#### 20.4 **Suspension**

If there is still no positive response from the employee, the employee will be given notice of the suspension and the reasons for it in writing. The days of suspension without pay shall be included in the notice.

#### 20.5 **Dismissal**

Dismissal shall be effected by the Executive Director or designate, and the employee shall receive written notice of the reason(s) for dismissal. Any employee, who is dismissed, except for just cause, will be entitled to notice or pay in lieu of notice as follows:

- one week if less than one year
- two weeks if 1 year but less than 3 years

- four weeks if 3 years but less than 5 years
- six weeks if 5 years but less than 10 years
- eight weeks for 10 or more years of service

20.6 **Justice and Dignity**

An employee whom the employer reprimands, fails to appoint, demotes, suspends or whom it contends lost seniority, shall be retained or returned to active work until any grievance contesting such reprimand, suspension, non-appointment, demotion or break in service is finally resolved through the grievance and arbitration process. This shall not apply where an employee is accused of misconduct.

20.7 **Burden of Proof**

In cases of reprimands, suspensions, non-appointment and dismissals, the burden of proof of just cause shall rest with the employer. Evidence shall be limited to the grounds stated in the suspension, dismissal or non-appointment notice.

Records of disciplinary action on an employee file shall be removed from her personnel file after 18 months of active duty, unless the employee is again disciplined for the same reason within the 18 month period. Effective the date of signing this Collective Agreement by both parties, discipline relating to Participant abuse, as defined by CLSD, shall remain on the employee's file for an additional five (5) years of active duty, unless the employee is again disciplined for abuse within the six and one-half (6 ½) year period.

A copy of any letter of discipline must on the day it is served to the employee be forwarded to the Union.

20.8 **Reinstatement of Rights**

An employee who has been found, after due process, to have been unjustly suspended, demoted or dismissed shall, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal.

20.9 **Records of Employees**

Employees shall have the right to review their personnel file with the prior approval of the Executive Director or designate and in her presence. Excepted shall be all interview records and reference checks. An employee has the right to have her written response to disciplinary action placed on her personnel file. A Union representative, with the written authorization of the employee and with reasonable notice to the employer, shall have access to the file in the presence of the Executive

Director or designate. The employee shall have the right to copies of any documents which are not of a confidential nature.

**20.10 Right to Have a Steward**

Where the employer intends to discipline an employee the employer shall inform the employee in advance of the purpose, date and time of the meeting and her right to Union representation

When the employer intends to conduct an investigative meeting which may result in discipline, the employer shall inform the employee in advance of the purpose, date and time of the meeting and her right to Union representation

The employee will be given sufficient time to arrange Union representation.

The employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange union representation.

**ARTICLE 21 GRIEVANCE PROCEDURE**

**21.1 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.

**21.2 Policy Grievance**

A Policy Grievance is a dispute involving a question of general application or interpretation of the Collective Agreement occurs, or where a group of employees or the Union has a grievance. It may be filed by the Bargaining Committee, Steward Council or the Union.

**21.3 Union May Institute Grievances**

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or groups of employees.



21.4

### **Stewards**

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.

The Stewards have a right to request permission from the Executive Director to leave assigned duties for a reasonable period in order to discuss any grievance with the appropriate representatives of the employer. The Steward shall not suffer any loss of pay or other benefit for the time. Time spent shall not necessitate the hiring of extra **employees.**

21.5

### **Names of Stewards**

The Union shall provide the employer with a list of those authorized by the Union to file Grievances. The parties agree that the employer will only accept grievances from those on the list.

21.6

### **Permission to Leave Work**

- a) 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 provided there is coverage available.
- b) The Grievor(s) and Steward shall suffer no loss of pay to attend all grievance meetings with the employer

21.7

### **Procedure**

Any difference or dispute between the employer and any employees, and/or the Union pertaining to any issue that may lead to a grievance will be discussed with the manager or designate before the Union proceeds to step one of the Grievance Procedure.

After a Grievance has been filed by the Union it becomes property of the Union.

The employer shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee except as authorized by the Union.

All correspondence between the employer and the Union regarding the interpretation, administration, or application of this collective agreement, and/or specific grievances shall be forwarded to the SGEU **Labour Relations Officer.**

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

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

a) **Step 1 – Filing a Grievance**

Failing resolution of the dispute, the grievance shall be submitted in writing by the Union on behalf of the aggrieved to the Executive Director within thirty (30) calendar days of the alleged infraction

The Executive Director shall render a written decision to the Union within thirty (30) calendar days of receipt of the grievance.

b) **Step 2 – Meeting**

Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within thirty (30) calendar days may request a meeting with the employer and a representative of the board. If a meeting is agreed to, it 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 SGEU Labour Relations Officer and the employer representative(s). Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.

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

If settlement is not reached at the Step 2 meeting, the employer shall render the decisions in writing within thirty (30) calendar days of the meeting.

c) **Step 3 – Arbitration**

If settlement is not reached at Step Two within thirty days (30) calendar days, either party shall notify the other party that the grievance is being advanced to 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 **employee** of the Union may assist at any step of the grievance procedure.

21.8            **Special Measures**

Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.

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

21.10          **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.

21.11          **Failure to Act Within Time Limits**

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

21.12          **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.

21.13          **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 22    ARBITRATION**

22.1           **Selection of an Arbitrator**

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties than either can apply to the **Ministry responsible for administering *The Saskatchewan Employment Act*** to have an Arbitrator appointed.

22.2           **Procedure**

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

- c) No grievance shall be defeated by any formal or technical objection and 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.
- d) In the event that an employee is called as a witness in an arbitration hearing, the Employer shall grant leave which shall be applicable as follows:
  - i) if called by the Employer, leave without loss of pay
  - ii) if called by the Union, leave in accordance with **Article 16.5**, and expenses paid by the Union
  - iii) if called by the arbitrator, the parties shall share equally the costs.

## 22.3

### **Decision of the Arbitrator**

- a) The arbitrator shall render a decision within 15 days of the end of the hearings.
- b) The decision shall be final, binding and enforceable on all parties.
- c) 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. **Article 21.11** shall also apply.
- d) Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

## 22.4

### **Expenses of the Arbitrator**

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

**ARTICLE 23 NO STRIKE OR LOCK-OUT**

23.1 The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and Citizens All Association **Inc.** agrees that during the life of this Agreement, there will be no lock-outs.

**ARTICLE 24 TERMS OF AGREEMENT**

24.1 **Duration**

The term of this Agreement shall be from April 1, 2016 to March 31, 2023.

24.2 **Notice to Renegotiate**

Either party may, not less than **60** days nor more than **120** days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. **Upon the receipt of the notice by one party, the other party is required to immediately enter into negotiations for a new Agreement.** Both parties shall adhere to the terms of this Agreement during collective bargaining.

At the commencement of negotiations, each party shall provide the other with its proposals to amend the Agreement, and neither party may later add new proposals without the other's consent.

24.3 **Agreement to Continue in Force**

Where written notice has been given pursuant to Article **24.2**, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

24.4 **Changes in Agreement**

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

24.5 **Changes to Agreement**

Any mutually agreed changes to this Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

24.6 **Wage Re-Opener**

In the event the funding agent grants an increase in funding for salary, relief and /or benefits the employer may allocate all funding increases to the wage rates and benefit premiums, or by mutual agreement this agreement may be opened for the negotiation of benefits and/or salary.

Either party requesting to enter into such negotiations of salary and/or benefits shall be required to serve the other party with not less than fourteen (14) days written notice of intent.

It is understood and agreed that in such event all other provisions of this agreement shall remain in full force and effect.

Any salary increase and/or benefits cost increase to the employer shall not exceed the amount of funding increase received for salary, relief and benefits from the funding agent(s).

## **ARTICLE 25      JOB DESCRIPTIONS**

The Employer shall establish and maintain job descriptions for each in-scope position.

The Employer shall make available a copy of these job descriptions, currently maintained, to each employee and the Executive Director of Operations of the Union.

## Schedule A

Wage Rate Effective April 1<sup>st</sup>, 2018

<b>Residential Care Providers (24 hours)-</b>	\$264.72/day	\$11.03/hour
<b>SLP Caseworker</b> 0 - 182 Active working days:		\$18.55/hour
183 – 364Active working days:		\$19.51/hour
Over 364 Active working days:		\$20.50/hour
<b>Program Activity Staff &amp; Client Care Provider</b>		
0 - 249 Active working days:		\$16.49/hour
250 – 499Active working days:		\$16.80/hour
Over 500 Active working days:		\$17.12/hour

Casual Employees will be paid per hour, except when filling the Residential Care Provider Position (24 hours) or SLP positions for a full day, when they will receive:

SLP Caseworker:	\$125.44 per day (\$15.68/hour/)
Residential Care Provider (24 hours):	\$264.72 per day (\$11.03/hour)

\*\*\*\* To be eligible to move to the next step, the employee must have worked the required number of active working days, and must have completed all required training and certifications and kept them up to date.

## Schedule A

Wage Rate Effective October 1<sup>st</sup>, 2018

<b>Residential Care Providers (24 hours)-</b>	\$265.44/day	\$11.06/hour
<b>SLP Caseworker</b> 0 - 182 Active working days:		\$18.55/hour
183 – 364Active working days:		\$19.51/hour
Over 364 Active working days:		\$20.50/hour
<b>Program Activity Staff &amp; Client Care Provider</b>		
0 - 249 Active working days:		\$16.49/hour
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\*\*\*\* To be eligible to move to the next step, the employee must have worked the required number of active working days, and must have completed all required training and certifications and kept them up to date.



**LETTER OF UNDERSTANDING #1  
SUPPORTIVE LIVING PROGRAM CASE WORKERS**

The parties agree as follows:

The four incumbent Supported Living Program Caseworkers who are on the five days on, five days off shift schedule shall continue on such a schedule for the term of the current collective agreement, unless any incumbent employee(s) and Employer agree otherwise.

**This Letter of Understanding only affects the following employees:**

- Kyla Nelson-Kletzel
- Teresa Petruic-Chan
- Marilyn Collier
- Wendy Bennet

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

Signed on behalf of:  
Citizens All Association, Inc

Original Signed By  
Teresa Petruic-Chan  
Chair of the Bargaining Unit

Original Signed By.  
Valerie Budd-Pritchard  
Committee Executive Director

Original Signed By  
Marilyn Collier

Original Signed By  
Derenda Moerike

Original Signed By  
Kyla Nelson Kletzel

Original Signed By  
Lance Woods

Original Signed By  
John Dale

Original Signed By  
Reece Barrett  
Executive Member of the Board

Original Signed By  
Kathy Cook  
Labour Relations Officer

Signed this **28<sup>th</sup>** day of **March, 2019**.

**LETTER OF UNDERSTANDING #2  
VACATION ENTITLEMENT**

The parties agree that the following employees will continue to have their vacation allotment red-circled at the amount indicated below until such time as the employee's allotment in the collective agreement equals or exceeds their red-circled amount.

- Marilyn Collier @ 9.62%
- Kyla Nelson-Kletzel @ 9.62%

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

Signed on behalf of:  
Citizens All Association, Inc

Original Signed By  
\_\_\_\_\_  
Teresa Petruic-Chan  
Chair of the Bargaining Unit

Original Signed By.  
\_\_\_\_\_  
Valerie Budd-Pritchard  
Committee Executive Director

Original Signed By  
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John Dale

Original Signed By  
\_\_\_\_\_  
Reece Barrett  
Executive Member of the Board

Original Signed By  
\_\_\_\_\_  
Kathy Cook  
Labour Relations Officer

Signed this **28<sup>th</sup>** day of **March, 2019**.

**LETTER OF UNDERSTANDING #3  
HEALTH and WELFARE TRUST**

The Parties agree that it is beneficial to have the out-of-scope employees join the Saskatchewan Government and General Employees' Union (SGEU) Health & Welfare Trust as an associate member. She shall receive the same benefits as the employees of Citizen's All Association (Local 5033). The Employees agree to support the out-of-scope employees in joining the SGEU Health & Welfare Trust as an Associate Group.

The out-of-scope employees forgo their right and ability to choose their levels and options of coverage under the SGEU Health & Welfare Trust and agree to accept the same coverage as the employees.

The out-of-scope employees acknowledge the SGEU Health & Welfare Trust Plan Text governs this benefit. The out-of-scope employees further acknowledge that they are not entitled to be a member of the Board of Trustees and shall not be entitled to vote on any matter pursuant to the Plan Text or SGEU Constitution.

Current participants of the Health & Welfare Trust plan shall not experience interruptions to their benefits should they become part of the Associate Group, provided the Associate Membership Fee has been paid to SGEU. Any new participant to this group, upon receipt of the Associate Membership Fee, shall serve any waiting period as set out in the Plan Text.

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

Signed on behalf of:  
Citizens All Association, Inc.

Original Signed By  
\_\_\_\_\_  
Teresa Petruic-Chan  
Chair of the Bargaining Unit

Original Signed By  
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Valerie Budd-Pritchard  
Committee Executive Director

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Reece Barrett  
Executive Member of the Board

Original Signed By  
\_\_\_\_\_  
Kathy Cook  
Labour Relations Officer

Signed this 28<sup>th</sup> day of March, 2019.

## HARASSMENT POLICY

### 1. Definition of Harassment

Harassment is defined as any unwelcome or unwanted action by any person against another. It can be a non-verbal, verbal or physical action or display of materials of a sexual or non-sexual nature, on a single or repeated basis, which humiliates, insults, degrades, threatens, or intimidates.

"Unwelcome" or "unwanted" in this context means any actions which the harasser knows, or reasonably ought to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

Harassment is not (a) bona fide work related interaction such as work assignment, performance feedback, counselling or disciplinary action or (b) normal social contact between people based on a position of equality or mutual consent.

### 2. Statement of Agreement by the Parties

To create a harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use this policy prior to involving outside agencies. Investigations conducted under this policy will be confidential.

### 3. Roles of the Parties

#### The employee will:

- a) play a responsible part to ensure that the working environment is free from harassment. Your responsibility is to avoid conduct which might be considered harassment.
- b) participate in training provided by the union or management pertaining to harassment in the workplace. Training when provided will be at a regular **employee** meeting and will result in no new cost to the Employer.
- c) If you perceive that you are the subject of personal harassment as defined above, it is suggested you proceed as follows:
  - i) make your disapproval or uneasiness known to the alleged harasser immediately. Tell the person firmly that you do not welcome or approve of the behavior and tell

her to STOP. In some cases, the individual may not be aware the behavior is offensive. Tell the alleged harasser why the conduct is offensive.

- ii) if the incidents continue, keep a written record of dates, times, the nature of the behavior and witnesses, if any.
- iii) if you are unsure or uneasy about making contact with the alleged harasser, ask for assistance from your Union representative, management, or continue on to Step 1 of the complaints procedure.

The Union will:

- a) provide training to all employees pertaining to harassment in the workplace: to combat harassment and to explain how to initiate a complaint.
- b) recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- c) not condone or tolerate any harassment.
- d) support and encourage its members to speak out and confront harassers.

The Employer will:

- a) Attempt to provide a workplace free of harassment.
- b) Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behavior. The Employer therefore agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- c) Ensure that every employee is aware that the workplace is to be free of harassment.
- d) Provide training to all employees pertaining to harassment in the workplace: to combat harassment and to explain how to initiate a complaint.

4. Complaints Procedure

Obligation:

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent

investigation. Protection may also be appropriate when effecting the final decision on a complaint.

Procedure for Handling Harassment Complaints:

- a) All complaints of harassment shall be covered by this Policy and dealt with in a serious manner.
- b) Where possible, employees will participate in proceedings under this Policy during normal work hours.
- c) No information relating to the complainant's or the respondent's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Policy unless directly related to the incident in question.
- d) In the event that the complainant and the respondent are members of the Union, the Employer agrees to allow each their right to Union representation.
- e) Nothing in this Policy precludes the right of the complainant to take their complaint to any outside agency, e.g., Human Rights Commission, **Ministry responsible for administering *The Saskatchewan Employment Act***, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

Step 1

- a) Any complaint may be lodged in confidence with a Union or Employer official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the other party and together they will notify the respondent.
- b) The complaint shall be investigated by the two parties in confidence and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2

- a) A formal complaint shall be submitted concurrently, in writing, to the Manager and to the Union.
- b) Upon receipt of the signed written complaint, the Manager after consultation with the Union shall (i) determine whether the

alleged harasser or complainant should be removed and/or reassigned from the immediate workplace, (ii) advise the respondent of the name of the complainant and the full details and scope of the complaint, and (iii) set up a Board within five calendar days to investigate the complaint.

The Board shall consist of one Union representative and one Employer representative. (No representative on the Board shall be from the department workplace where the incident is alleged to have occurred.)

- c) It is agreed that as a general principle the respondent be the one removed from the immediate assigned work area. However, in exceptional circumstances (factors such as the emotional and mental health of the complainant), the complainant may be removed.
- d) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the Board.
- e) A decision and recommendations will be submitted in writing within 20 days to the Union chairperson and the Manager. This time limit may be extended by mutual agreement of the Union chairperson and Manager.
- f) The Board shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the Employer appropriate action, up to and including permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation. The Board may recommend to the employee that she seek counselling.

The Board shall have the authority to determine whether a complaint is frivolous or vindictive and to recommend the appropriate course of action in such cases.

The Employer has the right to implement or not to implement the recommendations of the Board. As this process for resolution of a complaint is similar to the grievance procedure, when the Employer does implement the recommendations of the Board, the Employer shall not be subject to grievance.

This Policy is attached to and forms part of the Collective Bargaining Agreement.

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and CITIZENS ALL ASSOCIATION, 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 **28<sup>th</sup>** day of **March, 2019**.

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

Signed on behalf of:  
Citizens All Association, Inc

Original Signed By  
\_\_\_\_\_  
Teresa Petruic-Chan  
Chair of the Bargaining Unit

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