



# John Howard Society of Saskatchewan

April 1, 2011 to  
March 31, 2020

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**JOHN HOWARD SOCIETY OF SASKATCHEWAN**  
**AND**  
**SASKATCHEWAN GOVERNMENT AND**  
**GENERAL EMPLOYEES' UNION**  
**LOCAL 5077**

**April 1, 2011 to March 31, 2020**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 31<sup>st</sup> day of March, 2016.**

**between**

**JOHN HOWARD SOCIETY OF SASKATCHEWAN  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

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

**PARTY OF THE SECOND PART**

**PURPOSE**

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

- a) To maintain and improve harmonious relations between the employer and the employees.
- b) To promote cooperation and understanding between the employer and the employees.
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- d) To encourage efficiency and safety in operations.
- e) To provide a high quality of service to the public.
- f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- g) To promote and maintain respect for Aboriginal culture and values throughout all programs.

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

## ARTICLE 1      INTERPRETATION

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

- 1.1            **Union** means the Saskatchewan Government and General Employees' Union (SGEU) representing the employees of John Howard Society of Saskatchewan.
- 1.2            The **Employer** means the John Howard Society of Saskatchewan or successor corporations as may exist.
- 1.3            **Employee** or **Employees** means a person to which the terms of this Agreement apply as indicated in Article 2.
- 1.4            **Provincial Executive Director** means the **Provincial** Executive Director of the John Howard Society of Saskatchewan.
- 1.5            **Pay Plan** means the scale of wages as contained in **Schedule A** and the rules governing its application as contained in Article 27.
- 1.6            **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 1.7            **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.
- 1.8            **Transfer** means the movement of an employee from one position to another in the same or different class with the same maximum salary.
- 1.9            **Permanent Employee** means an employee who has successfully completed a probationary period on initial appointment.
- 1.10          **Permanent Part-Time** means an employee who works less than full time either, daily, weekly or monthly, but reports for work on a regularly scheduled basis.
- 1.11          **Casual Employee** means an employee who is called in as required and works on an hourly basis.
- 1.12          **Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. The period of time may be extended by mutual agreement.
- 1.13          **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.



- 1.14 **Class** means a group of positions whose equivalent duties, responsibilities and qualifications are so alike that the same schedule of pay can be equitably applied to all positions in the group.
- 1.15 **Branch Executive Director** means the director of the John Howard Society of Saskatchewan office in which this **Branch Executive Director** is located.
- 1.16 Fulltime means an employee who has been permanently appointed to a full-time position and works on a regularly scheduled basis.
- 1.17 **Union and Management Committee (UMC)** means the standing committee comprised of representatives of the Union and the employer. UMC meets on a quarterly basis to discuss issues of mutual interest and to seek positive and reasonable solutions to problems arising within the term of the Agreement.
- 1.18 **Immediate Family:** spouse, common-law, partner, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandchild and grandparent, sister-in-law, brother-in-law, any relative the employee lives with, or a person who the employee considers is equivalent to being a member of their immediate family.
- 1.19 **Extended Family:** first cousin, aunt, uncle, niece and nephew, or a person who the employee considers is equivalent to being a member of their extended family.

## **ARTICLE 2 SCOPE**

- 2.1 The terms of this Agreement shall apply to all employees of the employer **as identified in the Certification Order of the Labour Relations Board.**

## **ARTICLE 3 UNION SECURITY**

### **3.1 Employer Recognition of the Union**

The employer recognizes the Saskatchewan Government and General Employees' Union (SGEU) as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Article 2.1. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer or any differences that may arise between them.

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.

### 3.1.1 **Union's Recognition of the Employer**

The employer has the right to make and implement reasonable rules and regulations. Any changes in such rules and regulations made by the employer shall not be in conflict, nor inconsistent with the provisions of this Agreement.

### 3.2 **Work of the Bargaining Unit**

- a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the cases mutually agreed upon by the parties. Out of scope staff may be used to perform the work of the bargaining unit up to four (4) weeks, not to displace a member of the bargaining unit but to meet work demands during the short-term absence of a member of the bargaining unit or to maintain programming and services where insufficient funds are available. **Upon approval of the Union, the term may be extended up to an additional four (4) weeks.**

#### **b) The Role of Volunteers**

The **role of volunteers shall solely be** to enhance, supplement, and complement the work of the Society, the employees and its councils in the community. **Their role shall not be that of the members of the bargaining unit.**

#### **c) The Role of Practicum Students**

John Howard Society of Saskatchewan has traditionally provided an educational training environment for practicum students. This educational placement is for the benefit of the student and the organization. **It is not to be utilized to address time periods of under staffing.**

### 3.3 **No Contracting Out**

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

**This article does not apply to the hiring of specialized consultants for time-specific, specialized projects.**

**3.4 No Discrimination**

The employer agrees that there shall be no discrimination, interference, restriction, favouritism 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 mental illness, age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender or marital status, family relationship, pregnancy, place of residence, physical handicap, nor by reason of **his/her** membership or activity in the Union or any other reason within the context of human rights. The presence of a criminal record will not alone preclude employment and will be investigated to determine the circumstances and the relevance of the convictions for the position being considered in accordance with any applicable legislation.

**3.5 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 an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages by the employer.

**3.6 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. 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. Any employee in the appropriate bargaining unit who is not required to 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 members of the Union.

**3.7 Check-off**

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

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

3.7.3        **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.**

3.7.4        **The employer shall provide the information electronically.**

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

Employer shall **indicate** the amount of union dues paid by each Union member on **the** T-4 slip.

3.9           **New Employees**

The employer **will** acquaint new employees with the fact that a Collective Agreement is in effect.

A representative of the Union shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of union membership and to **assist with the completion of the membership registration form.**

3.10        **Temporary Out-of-Scope Appointment**

**An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from his/her pay cheque and shall be entitled to all benefits and rights for the first six (6) months.**

**After six (6) months he/she shall be entitled to all benefits and rights except seniority.**

**Employees shall be paid in accordance with Article 28.5. No employee shall be appointed to an out-of-scope position without his/her consent except in cases of emergency.**

3.11        **Bulletin Boards**

The employer shall make available to the Union a bulletin board in each workplace **that is readily accessible to** the employees. The Union **bulletin board will display** notices and information which may be of interest to the employees.

3.12        **The Employer shall upon written request from the Union to the office of the Provincial Executive Director provide:**

- a)    **A copy of the upcoming meeting agenda of the Provincial Board of Directors, and**
- b)    **A copy of the approved minutes from meetings of the Provincial Board of Directors, excluding in-camera portions.**

3.13            **The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when seeking clarification or interpretation of the collective agreement or negotiating with the employer. A representative shall have reasonable access to the employees, during working hours, in order to investigate and assist in settling any grievances.**

3.14            **Devolution**

**The employer agrees to advise the Union of any initiatives that involve the devolution of, or the removal and/or relocation outside of the bargaining unit, any services to or from the John Howard Society of Saskatchewan.**

**A Union representative will be consulted prior to, and during all, aspects of changes to programs and services that may directly affect staff. The Union may be invited to participate in meetings with funders. The Union shall be part of meetings involving employees affected by service changes.**

The following principles will be followed in all situations where service provision is turned over to another community organization:

- a)    The new employer will recognize the Union and the Collective Agreement.
- b)    Employees will move with their jobs unless agreement is reached otherwise.
- c)    If employees do not move with the work, the employer will make every effort to provide one of the following:
  - i.    another acceptable job
  - ii.   early retirement
  - iii.   retraining and re-employment

3.15            **Union and Management Communication**

**When meetings of the Union membership are required, a representative of the Union will notify either the Provincial or Branch Executive Director a minimum of two (2) weeks in advance to request members be granted time to participate. This is necessary for the purposes of maintaining program delivery standards, employee scheduling, clear communication, and the good faith relationship between the Union and Management.**

**Examples of such meetings include, but are not limited to, ratification votes and information meetings.**

**Management will make positive and reasonable concessions to enable Union members to participate in Union meetings as described above.**

**3.16 Management Information Presentations to Membership**

**In the interest of providing employees with as much information as possible when considering voting issues, opportunity will be provided to Management to present information to members prior to the vote.**

**The tone and approach of Management presentations shall be information only, and will not be coercive. Members will have opportunity to ask questions of Management for clarification.**

**3.17 Employer Amalgamation**

**In the event the employer merges or amalgamates with any other body, the employer endeavours to ensure, within their capabilities, that the Agreement goes with the employees.**

**ARTICLE 4 GRIEVANCE PROCEDURE**

**4.1 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:**

**4.1.1 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.**

**4.1.2 Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.**

**4.2 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. Policy Grievances may be filed by the Bargaining Committee, Steward Council or the Union.**

**4.3 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.**

#### **4.4 Stewards**

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

**4.4.2 Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisor(s) involved. Their absence shall not unreasonably interfere with the operation of the employer. Approvals shall not be unreasonably withheld.**

#### **4.4.3 Names of Stewards**

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

#### **4.5 Permission to Leave Work**

**4.5.1 Any employee who feels that he/she has been aggrieved or any employee with relevant grievance information shall receive permission from their supervisor to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible.**

**4.5.2 A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.**

**4.5.3 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.**

#### **4.6 Procedure**

**Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. Attempts to resolve the dispute shall be done through a meeting with the Branch Executive Director or designate.**

**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.**

**4.6.1**

**Step 1 – Filing a Grievance**

**Failing resolution of the dispute, the grievance shall be submitted, in writing, by the steward or SGEU Labour Relations Officer on behalf of the aggrieved to the Branch Executive Director or designate within thirty (30) calendar days of discovery of cause for a grievance.**

**The Branch Executive Director shall render a written decision to the SGEU Labour Relations Officer with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.**

**Step 2 – Meeting**

**Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within thirty (30) calendar days may request a meeting with the Provincial Executive Director or designate. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.**

**The meeting will include the grievor, steward if available, the 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:**

- a) attempt to ascertain the facts and negotiate a resolution**
- b) if possible, agree to a joint statement of facts**
- c) based on the meeting the SGEU Labour Relations Officer and the Provincial Executive Director or designate may agree in writing to mediate the dispute**

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

**Step 3 – Mediation**

**If settlement is not reached at Step 2, the SGEU Labour Relations Officer within thirty (30) calendar days may apply for Mediation.**



#### **Step 4 – Arbitration**

**If settlement is not reached at Mediation, the SGEU Labour Relations Officer within thirty days (30) calendar days may apply for Arbitration.**

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

**It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.**

#### **4.6.2**

##### **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.**

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

#### **4.7**

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

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

#### **4.8**

##### **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.**

#### **4.9**

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

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

#### **4.10**

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

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

## **ARTICLE 5      MEDIATION**

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

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

- 5.2                      Selection of a Mediator**

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

- 5.3                      Role of the Mediator**

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

- 5.4                      Rules Applicable to Grievance Mediation**

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

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

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

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

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

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

- 5.5                      Grievance Mediation Process**

**The mediator will provide an introduction of the mediation process.**

**The process will be determined by the parties to the mediation with respect to the Collective Agreement, opportunities to comment, and meeting as a group or individually with the mediator.**

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

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

**The mediator may shut down the mediation process if it appears resolution is unlikely.**

## **ARTICLE 6      ARBITRATION**

### **6.1              Selection of an Arbitrator**

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

### **6.2              Procedure**

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

**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.**

**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.**

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

- a)      If called by the employer, leave without loss of pay and expenses paid by the employer.**
- b)      If called by the Union, leave in accordance with Article 26.1, and expenses paid by the Union.**

- c) If called by the arbitrator, the parties shall share equally the costs.

### **6.3 Decision of the Arbitrator**

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

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

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

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

### **6.4 Expenses of the Arbitrator**

Both parties shall share the fees and expenses of the arbitrator, and any other common expenses, equally.

## **ARTICLE 7 RIGHT TO HAVE A STEWARD**

Every employee has the right to be represented by a Union Steward of his/her choosing or Union Staff Representative at any meeting with the employer or investigative proceeding which might lead to discipline.

- a) Where the employer intends to meet with an employee for disciplinary purposes, the employee shall be so notified in writing or by email, in advance, the purpose of the meeting, and informed of the right to have a steward or SGEU Labour Relations Officer present at the meeting. The member will be given sufficient time to arrange union representation and if necessary to schedule for a later date.
- b) An 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, which may result in reconvening the meeting at a later time or date.

## ARTICLE 8 DISCIPLINE, SUSPENSION, DISMISSAL

### Preamble

**Demonstrated** 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 **employee's right to grievance, mediation and arbitration** regarding disciplinary action or dismissal.

### 8.1 Just Cause

Any employee may be dismissed or suspended but only for just cause, and only upon the authority of the employer.

**Just cause includes, but is not limited to, contravention or demonstration(s) of one or more of the following: policy, antithetical behaviour, insubordination, criminal code, John Howard Society National Risk Management Policy for Employees and Volunteers.**

### 8.2 Disciplinary Process

#### 8.2.1 Burden of Proof

In cases of disciplinary action against an employee, proof of just cause shall rest with the employer.

#### 8.2.2 Records of Employees

Personnel records of an employee shall be open to **his/her** scrutiny upon request and in the presence of the employer.

A Union representative, upon authorization in writing by the employee, shall have access to the file.

**Records of discipline for suspension will be removed from an employee's file after a period of twelve (12) months, starting from the completion date of the employee sanctions. If a related incident occurs within twelve (12) months, further discipline may be enacted up to and including dismissal for cause.**

#### 8.2.3 Verbal Reprimand

The **Branch Executive Director** will **verbally** outline to the employee any reasons for the reprimand and how **he/she** should correct **his/her** work. **The Branch Executive Director** will **verbally outline what will happen if his/her** misconduct continues.

**There is no official written report of a verbal reprimand.**

The employee will be informed by the employer of any meeting where they intend to provide a verbal reprimand and advise them of their right to have a steward present.

#### **8.2.4 Written Reprimand**

**The Branch Executive Director may reprimand an employee by means of a letter of reprimand to the employee within forty-five (45) calendar days of the event becoming known to the employer.**

**The letter shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded.**

**Letters of reprimand will be forwarded to the Union on request of the employee unless a steward is present as a witness specified by the employee.**

**The employer will notify the employee that a discipline meeting will be held for the purposes of a written reprimand. The employer will advise the employee of his/her right to have a steward present in the meeting.**

#### **8.2.5 Suspension**

**The Branch Executive Director may suspend an employee within forty-five (45) calendar days of the event becoming known to the employer.**

**The employer will make demonstrated effort to ensure that the length of the suspension is corrective and not punitive in nature, but clearly emphasizes to the employee the seriousness of the offence.**

**The employer will notify the employee that a discipline meeting will be held for the purposes of a suspension. The employer will advise the employee of his/her right to have a steward present in the meeting.**

**During the discipline meeting, the employee will be given written notice of the suspension, reasons for it, and suspension length. Letters of suspension shall be forwarded to the Union on the request of the employee.**

#### **8.2.6 Dismissal**

**The Branch Executive Director may dismiss an employee within forty-five (45) calendar days of the event becoming known to the employer.**

The employee shall receive written notice of the action, which shall include a specific statement of just cause. Letters of dismissal shall be forwarded to the Union upon request of the employee.

The employer will notify the employee that a discipline meeting will be held for the purposes of dismissal. The employer will advise the employee of his/her right to have a steward present in the meeting.

If an employee chooses not to attend the dismissal meeting, the employer will consult with the steward and then proceed with dismissal via written communication.

The steward will receive copies of any/all written communication from the employer to the dismissed employee.

If an employee chooses to attend the discipline meeting, the employee shall receive written notice of the action, which shall include a specific statement of just cause. Letters of dismissal shall be forwarded to the Union upon request of the employee.

8.2.7 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure.

#### 8.2.8 **Reinstatement of Rights**

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

#### 8.2.9 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe or work in unsafe premises. **The** job or equipment is not to be reassigned until the Occupational Health Committee is satisfied with safety modifications.

### **ARTICLE 9 SENIORITY**

#### 9.1 **Definition**

The seniority of an employee is defined as the length of service with the employer. **It shall be based on number of regular hours worked. Employees cannot earn more than the full time equivalent of seniority in a year.**

9.2                    **Seniority for Mentors**

**Seniority shall be based on hours worked to a maximum of 157.08 hours per month.**

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. **The lists shall be posted on the John Howard Society internal web site in April of each year.**

9.4                    **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a)        An employee is dismissed and is not reinstated.
- b)        Resignation in writing not withdrawn within **four (4)** working days of its submission.
- c)        Failure to return to work without a reason acceptable to management following the completion of a leave of absence or within fifteen (15) calendar days' notification by the employer to return to work following a lay-off, unless through sickness or other just cause.
- d)        An employee has been on the re-employment list or laid off for twelve **(12)** months.

**ARTICLE 10        APPOINTMENTS AND STAFF CHANGES**

10.1                  **Filling Positions by Competition**

All vacancies and new positions covered in the scope of this Agreement which the employer **chooses** to fill and which involve promotion, demotion, transfer or permanent employment, shall be subject to competition within the Provincial Society.

10.2                  Job competition shall allow a minimum of ten (10) calendar days for applications to be submitted. Where the employer and the Union reach an agreement, posting may be reduced, or may not be required for that particular position.

10.3                  All casual employees and employees who are on lay-off shall be informed by mail on the date of the posting, or as soon as possible.



10.4

#### **Information on Posting**

The bulletin shall set out the following information:

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

10.5

#### **Notification of Applicants**

10.5.1

The employer shall notify the Union of the successful applicant.

10.6

#### **Selection of Candidate**

10.6.1

**The Union shall appoint a representative in an observer role during all aspects of an internal competition. The employer will advise the local steward at least 48 hours prior to convening the interview process.**

10.6.2

**The employer shall standardize all interviews and an established set of questions for all applicants shall be provided to the observer.**

10.6.3

**The position shall be offered to the senior qualified candidate.**

10.6.4

**When there are multiple vacancies being filled, the most senior qualified candidate shall have their choice of position.**

10.6.5

**The first right of refusal shall be given to those employees on re-employment list due to medical reasons, followed by those employees on the re-employment list due to lay-off, before posting the position externally.**

10.7

#### **Notification of Successful Competition**

The employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion or transfer upon the employee's request.

10.8

### **Promotions or Appointments to Permanent Staff**

Providing qualifications are sufficient to perform the required duties, the applicant with the most seniority in the bargaining unit shall be appointed to the position within thirty (30) calendar days after the closing date of the bulletin. Qualifications shall include knowledge, skills, ability and experience.

10.9

### **Probationary Periods**

- a) Employees hired into permanent **full time** positions upon initial appointment shall serve a probationary period of **nine (9)** months from the date of appointment which may be extended once for three (3) months by mutual agreement.
- b) Employees hired on a casual basis shall serve a probation period of **600** hours.
- c) Employees transferring or promoting shall serve an additional probationary period of three (3) months in their new position which may be extended once for three (3) months by mutual agreement.
- d) **Employees who transfer or promote to a new position prior to completing the initial probation shall complete the remainder of the 9 months prior to serving the subsequent three (3) month probation.**

Should an employee's performance fail to meet the requirements of the new position or the employee wishes to revert to **their** former position **he/she shall provide thirty (30) days notification to the** supervisor in writing, **he/she** shall be returned to **his/her** former position and increment date, at the same step in the range **he/she** would have been in had **he/she** remained in the position, without any loss of seniority.

10.10

### **Completion of Probationary Periods**

At the successful completion of the probation the employee shall be so informed in writing **or email**.

10.11

**The Union shall be notified of all appointments, hiring's, lay-offs, recalls and terminations of employment.**

10.12

### **Orientation**

The employer **shall** develop and implement an orientation policy for employees hired into new positions.

10.13      **Employment Equity**

In the event that a position becomes available and there are no in-service applicants for the position, a qualified person from one of the target groups (aboriginal, women in non-traditional role, disabled, visible minority) has first priority.

10.14      **Transfer of Employee**

**In order to ensure efficient and timely service delivery, the employee may be required to work outside their regular duties and responsibilities to address emergent/urgent situations where the Employer has been unable to assign a casual employee to fulfil the work requirements.**

**The Employer shall make demonstrated effort to consult with and accommodate an employee prior to assigning the employee to such work. In no case shall the Employer assign the employee to work for which they are not qualified.**

**ARTICLE 11      BENEFITS**

11.1      **Long Term Disability or WCB Leave**

- a)      Employees who are on long term disability or Workers' Compensation shall be given an unpaid temporary leave of absence for a period not to exceed two (2) years until they are fit to return to work. An extension of such leave may be granted upon request of the employee and shall be granted for an additional year upon receipt of a Doctor's certificate that indicates the necessity of such extension.
- b)      During the first year of such leave, employees who are fit to return to work and are able to perform the duties required shall be reinstated in their previous position or an equivalent. During the second and subsequent year of such leave, the employee shall be offered the first available position for which **he/she** is qualified.
- c)      Employees on such leave shall continue to accrue seniority during the term of the leave providing that the reason for such leave was work related.
- d)      The employer and the Union agree to find employment when possible, within the bargaining unit for employees able to work, but unable to fully return to their former position.

## 11.2 **Employee Benefits**

The employer **shall** maintain and pay half the total cost of a benefit package which includes **Short Term Disability Plan**, Long Term Disability, Pension Plan, Dental Care, Extended Health Coverage, and Group Life Insurance. Changes made to these benefits will be negotiated between the parties.

## 11.3 **Pension**

**The employer shall match the employees' contribution to their pension plan at a rate of 4%.**

**The vesting period shall be in compliance with Federal and Provincial Legislation.**

## 11.4 **Employee and Family Assistance Plan**

The employer shall pay for the costs of an Employee and Family Assistance Plan.

## 11.5 **Employee Benefits Mentors**

**The Mentor has the option to join the Short Term Disability, Long Term Disability, Pension Plan, Dental Care, Extended Health Coverage, and Group Life Insurance Plans agreed to by the Bargaining Unit and John Howard Society.**

**The Mentor would be responsible for paying 100% of the premiums for the plans.**

# ARTICLE 12 **LAY-OFFS AND RECALLS**

## 12.1 **Lay-off**

A lay-off shall be defined as reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

## 12.2 **Position Abolishment shall be defined as the actual termination of a position, with the duties being eliminated entirely or combined with the duties of another position or positions. Job abolishment does not involve situations where:**

- a) **There is no material change in official job duties and responsibilities.**
- b) **The position has merely been redefined.**
- c) **A paperwork transaction eliminates one position and creates another.**
- d) **There is a change in title.**

## 12.3 **Position Abolishment and Lay-off**

### 12.3.1 **Role of Seniority**

Both parties recognize that job security shall increase in proportion to length of service. In the event of a lay-off, employees shall be laid off in reverse order of seniority.

### 12.3.2 **Notice of Job Abolishment**

The employer will advise the Union as far in advance as possible of any impending lay-offs, and in all instances where positions are abolished.

**The employer shall provide written notice to the employee thirty (30) calendar days prior to the effective date of lay-off or abolishment. The letter shall include a list of the employee's rights and options. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.**

### 12.3.3 **Options of Employees Who Have Received Notice**

An employee who **has received lay-off notice** shall have the right to exercise any one of the following options:

- a) to exercise **bumping** rights on the basis of his/her total seniority.
- b) to have his/her name placed on the re-employment list.**
- c) to retire.
- d) to resign and receive severance pay as per Article 12.7.

## 12.4 **Process for Bumping**

**Bumping is intended to, as closely as possible, maintain an employee's rate of pay and classification duties and responsibilities.**

### 12.4.1 **Qualifications**

Employees can only bump into positions for which they are qualified.

**The employer may choose to disallow a lateral bump to another Mentor position if it would not be in the best interest of the residents.**

**Should the lateral bump be disallowed, the employee shall have the right to retire, resign, placed on lay-off and have his/her name on the re-employment list.**

#### 12.4.2 **Notice to Exercise Bumping Rights**

An employee who intends to exercise her bumping rights shall indicate his/her intention in writing to the designated supervisory official within five (5) working days of receipt of the notice of job abolishment.

#### 12.4.3 **Bumping Process**

**An employee who elects his/her bumping rights shall bump in the following order and in accordance with the bumping process:**

- a) a vacant position in his/her own class and location;**
- b) a position encumbered by an employee on initial probation in the same class and location;**
- c) a full-time employee in a home position with the least amount of seniority; or**
- d) if an employee is unable to obtain full-time employment that employee shall have the right to exercise bumping into part-time positions. The bumping sequence shall be as below.**

##### Step 1

An employee shall exercise **his**/her total seniority to bump the employee with the least total seniority in his/her own class, in **his**/her own location. If this does not provide for a position, the employee may opt for Step 2 or Step 3.

##### Step 2

An employee shall bump the employee with the least total seniority in his/her own class, in another location.

##### Step 3

An employee shall bump the employee with the least total seniority in a lower series of classes appropriate for this purpose in his/her own location. The designated lay-off series in each instance shall be as agreed upon between the employer and the Union.

If Step 2 or 3 does not provide for a position, the employee may opt for Step 4.

##### Step 4

An employee shall bump the employee with the least total seniority in a lower series of classes appropriate for this purpose, in another location. The designated lay-off series in each instance shall be agreed upon between the employer and the Union.

If Steps 1 to 4 do not provide for a position, an employee may exercise his/her options as provided for in 12.3.3.

12.4.4      **Acceptance of an Offer of a Position**

An employee shall have three (3) **working** days to consider the offer of a position made as a result of exercising his/her bumping rights. If the offer is refused, the employee may exercise his/her other options under 12.3.2.

12.5      **Re-employment List**

An employee, who is laid off, shall have his/her name placed on a **re-employment** list for a period of **twelve (12) months** and receive notification of vacancies in accordance with Article 12.4.

12.6      **No New Employees**

New employees shall not be hired until those laid off have been given the opportunity of recall in a position for which they are qualified.

12.7      **Severance Pay**

**If a permanent employee is laid off and either chooses to resign or has spent twelve (12) months on the re-employment list without being recalled, he/she shall be compensated according to the following:**

- a)      **Two (2) days for each six (6) months as a permanent employee who has worked 80% of full time.**
- b)      **One (1) day for each six (6) months as a permanent employee who has worked less than 80%.**

**ARTICLE 13      HOURS OF WORK**

13.1      **Office Staff**

**Office staff shall consist of those whose hours of work are between 8:30 a.m. and 5:00 p.m., Monday through Friday. Local office hours may vary by local agreement.**

Hours of work shall be based on 7.25 hours per day, Monday to Friday, not to exceed 36.25 hours per week.

13.2      **Field Staff**

**Field staff are all other employees. Hours of work shall be an average of 145 hours over a 4 week period, not to exceed of twelve (12) hours per day.**

**Fulltime field employees shall work a day as defined as any 24 hour period commencing at the start of an employee's scheduled shift.**

**Employees shall not be scheduled, nor permitted to work more than twelve (12) hours in any day. They shall receive at least eight (8) hours off between scheduled shifts.**

**Fulltime field employees shall work an average of 145 hours over a four (4) week period. All hours worked in excess of 145 hours over a four (4) week period, or in excess of twelve (12) hours in a day, shall be considered as overtime and the employee shall be compensated in accordance with Article 15.7 of this Agreement.**

**13.3 Mentors**

**The mentors shall work undefined hours in the evenings, on weekends and statutory holidays.**

**13.4 Split Shifts**

**A split shift means a working shift divided into two or more periods of time. The employer agrees that split shifts arrangements shall be avoided in all working schedules.**

**13.5 Modifications to these hours of work may be made by the agreement of the Union and Management.**

**ARTICLE 14 SCHEDULED DAY OFF (SDO)**

- a) For all Permanent Employees employed prior to April 1, 2016, current contract language applies.**
- b) All Employees hired after March 31, 2016, will receive 36.25 hours of Scheduled Days Off annually. The employee will have an option to have the 36.25 hours paid out, at the end of the fiscal year. This option is only available at the time of hire.**
- c) All Employees hired on/after April 1, 2019 will not be entitled to SDO credits.**

**14.1 Full-time employees, hired prior to April 1, 2016, shall receive two (2) days or 14.5 hours off per month with pay. Less than full-time hired prior to the date of this agreement shall receive SDO's on a prorated basis.**

**14.2 Scheduled days off shall form part of the employee's work schedule.**

**14.3 Scheduled days off may be deferred upon approval of the Branch Executive Director.**



14.4            **Subject to the approval of the Branch Executive Director, these days off with pay may be accumulated to a maximum of five (5) days or a maximum of 36.25 hours to be used within the fiscal year. Less than full-time receive SDO's on a prorated basis.**

14.5            **Casual employees and mentors do not receive SDO's.**

## **ARTICLE 15      OVERTIME**

15.1            All hours worked in excess of the regular daily hours, on rest days or hours worked on a designated holiday shall be considered overtime.

15.2            **The mentor shall not receive overtime.**

15.3            All overtime shall be voluntary.

15.4            All overtime shall be authorized by the **Branch Executive Director** in consideration of program requirements.

15.5            Employees called back to work after their regular hours shall receive a minimum of two (2) hours at overtime rates.

15.6            **Compensation**

- a)      All overtime shall accumulate at a rate of 1 1/2 X the regular rate of pay. Such overtime shall be paid out or at the employee's request may be taken as time off at overtime rates.
- b)      If time off in lieu (TOIL) is requested, the time off shall be taken within two (2) months. The employee and the **Branch Executive Director** shall decide on a mutually agreeable time. If the employee is unable due to work requirements to take the time, the employee shall be paid out.

## **ARTICLE 16      FIELD TRIPS**

16.1            **Notwithstanding Article 15.1 of the Collective Agreement:**

- a)      **Employees who are assigned supervision of clients while away from headquarters and return the same day shall receive their hourly rate of pay from time of departure to time of return.**
- b)      **For employees who are supervising clients overnight, they shall be paid for up to twelve (12) hours at regular time and an allowance of \$65.00 for overnight stay in lieu of shift differential.**

## **ARTICLE 17      CASUAL CALL-IN**

### **17.1              Casual List**

- a)      A list of casual employees shall be created and maintained specific to the program in each location.**
- b)      The list shall be in order of seniority as published on the 15<sup>th</sup> of each month.**
- c)      The employee is responsible for providing accurate contact information to the Provincial Office.**
- d)      Whenever possible, the employee shall advise the program coordinator in advance when he/she is not available**

### **17.2              Casual Call-in Process**

#### **17.2.1           More than 48 Hours Before the Shift**

- a)      Monday through Friday, when there is more than 48 hours before the shift to be filled, the employer shall contact the most senior employee on the casual list.**
- b)      Weekends and public holidays, when there is more than 48 hours before the shift to be filled, the program coordinator or designate shall contact the most senior available employee on the casual list.**
- c)      The call shall be made up to two (2) phone numbers provided by the employee.**
- d)      If the employee does not respond up to 1 hour, the next senior available casual on the list shall be called.**

#### **17.2.2           Less than 48 Hours Before the Shift**

- a)      During regular office hours on Monday through Friday, when there is less than 48 hours before the shift to be filled, the employer shall contact the most senior employee on the casual list.**
- b)      Evenings, weekends and public holidays, when there is less than 48 hours before the shift to be filled, the program coordinator or designate shall contact the most senior available employee on the casual list.**
- c)      The call shall be made up to two (2) phone numbers provided by the employee.**

- d) If there is no immediate personal contact, the next senior casual on the list shall be called.

**17.3 Call-in for Overtime**

**17.3.1 Casual call-in shall be seniority based allowing an employee to reach maximum full time hours, not incur overtime.**

**17.3.2 If the casual list has been exhausted either due to unavailability or maximization of hours, over time shall be offered in order of seniority to the senior qualified employee in the program.**

**17.3.3 Response time shall be in accordance to the Casual Call-in Process.**

**17.4 Errors in Bookings**

**17.4.1 The employee must identify the error to the Branch Executive District Director immediately upon discovery of the error or up to one (1) month following the error in call-in.**

**17.4.2 If an error is made the employer shall offer the employee the first available shift of equal or greater hours in which he/she is qualified to work.**

**ARTICLE 18 STANDBY COMPENSATION**

**18.1 Standby shall mean a period during which an employee is not at work and is assigned to be on call and be immediately available to return to work.**

**18.2 The employee assigned to be on standby is required to carry and answer the phone at all time during the assignment.**

**18.3 All standby assignments shall be assigned on a rotational basis.**

**18.4 No standby assignment shall be less than one (1) hour.**

**18.5 Standby pay will be paid at a rate of ten dollars (\$10) for each four (4) hour period, or portion thereof.**

**ARTICLE 19 RECEIPTS OF PHONE CALLS**

**19.1 When an employee who is on standby receives a phone call from management or designate, which does not involve a return to the work place, the employee shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates.**

19.2 Notwithstanding the above, an employee called more than once in the one-half (1/2) hour period shall not receive any further overtime until the one-half (1/2) hour period has elapsed.

19.3 When a phone call results in an employee physically attending to a resident, the overtime call-back provisions as outlined in the Article 15.6.

## **ARTICLE 20 SHIFT DIFFERENTIAL AND WEEKEND PREMIUMS**

### **20.1 Shift Differential**

Field Staff shall be compensated at a rate of an additional \$1.60 per hour, for all regular scheduled hours of work between 11:00 PM and 7:00 AM.

It shall not be paid for any hours for which overtime rates are being paid.

Shift Differential shall not be a part of basic wage rates or be used in calculating overtime rates.

### **20.2 Weekend Premiums**

Field staff shall be compensated at a rate of an additional \$0.60 per hour, for all regular scheduled hours of work between 7:00 AM on Saturday and 7:00 AM on Monday.

It shall not be paid for any hours for which overtime rates are being paid.

Shift Differential shall not be a part of basic wage rates or be used in calculating overtime rates.

Casual employees do not receive shift premiums.

## **ARTICLE 21 DESIGNATED HOLIDAYS**

21.1 Designated Holidays shall mean:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Saskatchewan Day
- Labour Day

- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- **Floating Stat**

**A Floating Stat is one additional designated holiday during the year. The Floating Stat will be mutually agreed upon between the parties.**

**The list of designated holidays will also include any other day legislated by the Federal or Provincial Governments as a holiday.**

- 21.2 When a designated holiday falls on a day of rest the holiday shall be observed, unless mutually agreed otherwise between the parties, on the first working day following the day of rest.

## **ARTICLE 22 ANNUAL VACATION**

- 22.1 The vacation year is defined as the twelve (12) month period commencing April 1<sup>st</sup> of each year and concluding on March 31<sup>st</sup> of the following year. Employees shall be entitled to take vacation in the year in which it is earned. Employees will be credited their vacation entitlement on April 1<sup>st</sup> of each year.

- 22.2 That the employer will make every effort to assist the employee to take their vacation leave within the fiscal year it is earned. In the event that this is not possible, the employee has the option to request carry-over under Article 22.5. If the employee is refused carryover of their vacation leave credits, the employer will pay the employee for all outstanding vacation leave earned but not taken.

Employees who terminate their employment or who are employed less than half time shall receive pay in lieu of earned but unused vacation leave.

Employees who terminate their employment and have taken vacation leave greater than that earned, shall reimburse the employer for such unearned vacation leave.

- 22.3 **Vacation Credits**

**a) Vacation credits for all employees on staff as of March 31, 2016 shall remain as per the current collective agreement.**

- In the first year and up to and including the fifth year of continuous employment, one and two-thirds days for each completed month of service.

- ii. In the sixth and up to and including the tenth (10th) year of continuous employment, two and one-twelfth (2 1/12) days for each completed month of service.
  - iii. In the eleventh and subsequent years of continuous employment, two and one-half (2 1/2) days for each completed month of service.
  - iv. All less than full-time shall earn vacation credits on a prorated basis.
- b) For all employees hired after March 31, 2016, annual vacation accrual will be three (3) weeks for the first three (3) years of continuous employment.**
  - c) After three (3) years of continuous employment, new employees will be eligible for four (4) weeks of vacation credits.**
  - d) After five (5) years of continuous employment, new employees will be eligible for the current vacation credits language as per 22.3 a) ii, 22.3 a) iii and 22.3 a) iv.**

22.4

#### **Mentors**

**Mentors hired after the date of this agreement shall receive three (3) weeks unpaid vacation per year.**

**The vacation year is defined as the twelve (12) month period commencing April 1<sup>st</sup> of each year and concluding on March 31<sup>st</sup> of the following year. Employees shall be entitled to take vacation in the year in which it is earned. Employees will be credited their vacation entitlement on April 1<sup>st</sup> of each year.**

**The employer will make every effort to assist the employee to take their vacation leave within the fiscal year it is earned. In the event that this is not possible, the employee has the option to request carry-over of up to five (5) days. Consideration will be given for carry-over in excess of five (5) days by the Branch Executive Director. If the employee is refused carryover of their vacation leave credits, the employer will pay the employee for all outstanding vacation leave earned but not taken.**

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

**Where a conflict occurs regarding scheduling of vacation, seniority shall apply in the first instance and by rotation thereafter.**

22.5 **Carryover 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 carryover of the entitlement to the following year. Carryover of up to five (5) days shall be approved. Consideration will be given for carryover in excess of five (5) days by the **Branch Executive Director**.

22.6 **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.

22.7 Upon the request of the employee, **he/she** shall receive his/her vacation pay prior to going on leave.

22.8 Where a conflict occurs regarding scheduling of vacation, seniority shall apply in the first instance and by rotation thereafter.

**ARTICLE 23 SICK LEAVE**

23.1 Sick leave shall mean a period of time during which an employee is absent from work due to being ill, or because of accidental injury arising out of and in the course of employment for which compensation is not payable under The Workers' Compensation Act.

23.2 a) For full-time and part-time employees, sick leave credits **will accrue on the basis of 9.66 hours/month** for each equivalent full month of service to a maximum accumulation of **116 hours** per year. Sick leave shall accumulate from year to year, **to a maximum of 616.25 hours**.

b) **Casual employees do not accrue sick leave credits.**

23.3 **Sick Leave Records**

**An employee's record of accumulated sick leave credits shall be made available to each employee upon request.**

**The Branch Executive Director may request a medical certificate(s) from the employee reporting sick in excess of three (3) consecutive days. The employer shall pay the costs of any certificate requests.**

23.4

#### **Drawing on Future Credits**

The employer, upon request to the Branch Executive Director, may allow a fulltime permanent employee to draw on his/her future sick leave credits to a maximum of 36.25 hours per fiscal year.

The employer, upon request to the Branch Executive Director, may allow a less than full time permanent employee to draw on his/her future sick leave credits. The credits allowed will be prorated based on hours worked.

The sick leave deficit is not intended to be carried over from one fiscal year to the next. The Branch Executive Director may approve carry over under extenuating circumstances if the employee makes the request.

Should an employee at the time of ceasing employment have overdrawn his/her sick leave bank, the employer shall deduct from any monies owing at the rate of pay at the time of separation.

If the reason for an employee's separation from John Howard is the employee's death, no amount will be recovered.

23.5

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

When an employee is sick beyond his/her 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.

The leave shall be reviewed annually, at which time an additional one (1) year leave may be granted. The employee shall be backfilled with a temporary employee.

Should the extension be denied, the employee shall, upon request to the Provincial Executive Director at the end of the leave have his/her name placed on the re-employment list subject to Article 12.3 and Article 12.4.

Seniority shall accumulate during the leave to a maximum of one year.

23.6

#### **Illness During Vacation Leave**

When an employee is on vacation for a period of more than three (3) days and becomes sick or injured, upon request to the Branch Executive Director the vacation leave shall be changed to sick leave.

The Branch Executive Director may request a medical certificate.



**Sick Leave for Mentors**

The Mentor shall not accumulate sick leave. The Mentor is expected to be in the Mentor Home if sick unless deemed unsafe to do so by a licensed medical practitioner.

The employer may request a medical certificate. The employer shall pay the costs of the certificate.

If the Mentor is not fit to be in the home, the mentor may be granted a leave of absence without pay until the employee is able to return to work or for a period of one year. The leave shall be reviewed annually. The Mentor shall be replaced by a temporary employee.

Seniority shall accumulate during sick leave to a maximum of one (1) year.

Employees granted leave of absence under this clause for longer than one (1) year, shall at the end of the leave have their name placed on the re-employment list.

**ARTICLE 24 WELL BEING DAY**

24.1 Leave with pay for 7.25 hours or one (1) shift, whichever is greater, per year shall be granted to any employee. This will not be deducted from sick leave and must be arranged with the Branch Executive Directory two (2) weeks in advance.

In extenuating circumstances, the Branch Executive Director may approve leave with shorter notice.

**ARTICLE 25 PRESSING NECESSITY**

25.1 Leave with pay up to 7.25 hours per year shall be granted to an employee for pressing personal matters of family obligations, including illness in the family.

Leave in excess of 7.25 hours per year will be deducted from sick leave entitlement.

25.2 Employees shall be entitled to an additional unpaid leave of absence of up to one (1) year, with no loss of seniority, to attend to family obligations. There shall be no loss of benefits to attend to family obligations, with the exception of health, dental, short and long term disability which are dependent on the carrier plan text.

- 25.3            **Where possible, employees shall be entitled to flexible hour arrangements on a temporary basis to accommodate appointments, special family events, etc.**

## **ARTICLE 26      LEAVE OF ABSENCE**

### **26.1            General**

Upon application, an employee may be granted a leave of absence without pay for a period not exceeding one (1) year. The written request shall be submitted to the employer. The employer shall provide a written response within ten (10) working days of receiving the request. Such requests for leave shall not be withheld unreasonably.

When an employee is given leave of absence without pay or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, that employee shall retain their existing accumulated benefits and seniority at the time of such leave or lay-off.

Leave of absence not to exceed one (1) year will be granted to less than full time employees to pursue full time employment outside the organization (JHS) for up to one year. They shall retain accumulated benefits and seniority during such leave.

- 26.2            **Employees must be employed for at least eighteen (18) months before becoming eligible for any Leave of Absence 26.1 General or 26.7 Education Leave. Employees shall provide at least thirty (30) calendar days' notice of intended leave of absence.**

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

An employee shall be granted leave without pay for a period of one (1) year in the event of pregnancy or adoption.

Upon return from such leave the employee shall be reinstated in their former position. Such employee is entitled to their previous rate of pay without loss of benefits, increments or seniority.

Employees shall be entitled to access sick leave provisions in accordance with Article 23.

### **26.4            Child Care Leave**

An employee with sufficient cause may be granted Child Care Leave up to a maximum of four (4) months without pay. There shall be no loss of seniority, benefits, increments, or job security while on Child Care Leave.

26.5

### **Bereavement Leave**

**The leave shall consist of five (5) days for immediate family member or when travel time exceeds five (5) hours each way.**

**Bereavement leave involving extended family shall be three (3) days when less than five (5) hours travel time is required each way.**

**Additional time may be granted under extenuating circumstances without pay.**

**Employer may grant bereavement leave to a Mentor upon request.**

26.6

### **Union Leave**

- a) The employer agrees that it is the right of all employees to participate in the affairs of the Union, providing that one (1) weeks' notice **in writing (email is satisfactory) from the employee or the Union prior to the period of leave being requested. See Letter of Understanding #4.**
- b) Employees will be granted leave of absence to attend conventions and conferences of the Saskatchewan Government & General Employees' Union (SGEU) and its affiliates to which they are delegates.
- c) Employees will be granted leave of absence to attend union education courses.
- d) Employees will receive leave of absence with pay and without loss of benefits.
- e) The Union agrees to reimburse the employer for all wages and benefits paid by the employer under this Article.
- f) Employees shall continue to accumulate seniority and all benefits while on leave of absence under (a) and (b) above.
- g) Long Term Union Leave: The employer may grant leave of absence without pay for up to one year to an employee who is elected to a full-time office or position with the Union.
- h) Upon request to his/her supervisor and upon the approval of the **Branch Executive Director**, an employee who has taken Union Leave shall have available casual assistance. This assistance shall be based upon the hours of accumulated union leave or portion thereof in **his/her** program.

26.7

### **Education Leave**

Employees taking courses extramurally shall be reimbursed for their tuition, necessary books and materials, provided that the courses are job related, successfully completed and have had prior approval of the **Branch Executive Director**. When the courses are not and will not be available in a reasonable period of time outside of office hours, time away from work may be arranged.

Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications.

In consideration of the above, the employee agrees to return to the employ of the employer and provide six (6) months service for each course completed. Failure to return to the employ of the employer or to return only a partial return service commitment to the employer requires repayment of a pro rata proportion of the reimbursement provided to the employee.

The employer will allocate \$500.00 per fiscal year from surplus Union leave reimbursements, defined in work situations where no backfill is provided, for employee educational programs for Union representatives (in accordance with Article 26.6).

26.8

### **Subpoena to Court**

Time spent on a scheduled working day by an employee required to serve as a juror or subpoenaed as a witness shall be considered as time worked at the appropriate rate of pay, less any payment.

## **ARTICLE 27 PAY ADMINISTRATION**

27.1

The rates of pay as established in Appendix "A" of this Agreement shall be the rates paid to the employees covered by the Agreement.

27.2

### **Pay Periods**

**Employees shall be paid in accordance with the employer's pay administration policy.**

27.3

### **Temporary Assignment of Higher Duties**

**Temporary Assignment of Higher Duties occurs when the employer determines a vacancy of one (1) day to a maximum of three (3) months shall be filled on an urgent temporary basis. Vacancies of a non-urgent basis or over three (3) months shall be posted in accordance with the Collective Agreement.**

#### 27.4 Assignment of Higher Duties

The employer shall offer the assignment first to the senior qualified employee, then by rotation thereafter. The employee must be able to fill the entire assignment before being appointed the TAHD, otherwise the next senior qualified employee in rotation will be offered the TAHD.

No employee shall be required to perform a TAHD against their wishes when others are available.

#### 27.5 Compensation for Duties

The employee performing the TAHD shall be paid in accordance to his/her current position on the pay grid, at the pay rate of the position for which the employee is temporarily assigned to fill.

#### 27.6 Promotion

On promotion of an employee, **his/her** rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than an eight percent (8%) increase. In such a case, **his/her** rate shall be adjusted to the step in the pay range yielding at least 8%, **not to exceed the top of Appendix A salary grid.**

#### 27.7 Hiring Rates

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

#### 27.8 Travel and Allowances

- a) All employees authorized to use their vehicles in the performance of their duties shall receive the mileage rate agreed to by the Public Service Commission and SGEU.
- b) The meal rate and a per diem allowance will be established and adjusted in accordance with the PS/GE Collective Agreement.
- c) The accommodation rates shall be actual and reasonable charges supported by a receipt.

##### 27.8.1 Employees attending employer required training shall be compensated at their regular hourly rate for travel time to and from the training event.

**The employer may adjust the employees work schedule to accommodate travel within their workday. In the event travel is outside of the workday, travel time shall be paid based on straight time.**

**27.9 Calculation of Sick Leave, Vacation Leave and Scheduled Days Off**

**Sick leave, vacation leave and SDO accumulation are prorated to the day of the month that the employee commences or discontinues employment.**

**27.10 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.

**ARTICLE 28 JOB CLASSIFICATION AND RECLASSIFICATION**

**28.1 Maintaining a Classification Plan**

The employer shall maintain job descriptions in a manual kept in the Branch Executive Director's office available for inspection.

**28.2 Classification Shall Be Submitted to the Union**

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

**28.3 Changes in Classification**

When the volume of work or the duties of any position is altered or changed, or where the Union or the employee feels they are incorrectly classified or when a new position, not covered in Appendix A, is being created during the term of this Agreement, the rate of pay, hours of work 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.

**28.4 Challenge from Senior Employees**

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

**28.5 Downward Classification**

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

28.6                    **Joint Class Plan Committee**

A Joint Committee of equal representation from the employer and the Union will negotiate and oversee the establishment and implementation of any new class plan. All aspects of the class plan will be negotiated. The Committee will meet within ninety (90) days of the signing of the Collective Agreement with the intent to have a new class plan implemented within one (1) year.

**ARTICLE 29        SAFETY AND HEALTH**

29.1                    The employer shall make all reasonable provisions for the health and safety of employees during hours of work. Employees shall endeavour to point out any health and safety hazards. The employer recognizes the rights and responsibilities of the Health and Safety Committee as per The Occupational Health and Safety Act.

29.2                    **Meetings**

The employer and the employees agree to meet and to co-operate in resolving all unsafe, hazardous, or dangerous working conditions. The parties shall establish a joint labour-management committee:

- a)        to oversee the operation of the occupational health and safety program.
- b)        to seek improvement in the effectiveness of the occupational health and safety program.

Representatives of the employees shall suffer no loss of pay for attending such meetings.

29.3                    **Workplace Inspections**

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

29.4                    **Working Alone**

When any worker works in relative isolation, the employer shall provide an effective means of ensuring the safety of the worker in an appropriate manner.

29.5                    **Video Display Terminals (VDT)**

The employer will minimize any harmful effects from VDT's by obtaining proper and available technology and reviewing procedures for their use.

Upon request, a pregnant employee shall be assigned duties which do not include the use of VDT's.

Employees operating VDT's shall not be required to work longer than two (2) continuous hours without a rest period. The rest period shall not be in addition to the daily rest periods presently being provided.

29.6 **Workplace Stress**

The employer recognizes its responsibility to reduce workplace stress whenever possible. Therefore a standard acceptable workload establishing an employee to client ratio will be established by July 1, 1992 and annually at the same date thereafter for the Alternative Measures and Placement Programs.

29.7 **No Discipline**

No employee shall be disciplined for refusal to work on a job, or in premises or to operate any equipment that is unsafe. Such job or equipment is not to be reassigned until the Health and Safety Committee is satisfied with safety modifications.

29.8 **First Aid**

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

29.9 **Recognition of Social Illness**

The employer and the Union recognize that mental illness, alcoholism, and drug abuse are illnesses. Where necessary, sick leave benefits will be granted for treatment on the same basis as health problems. Employees whose spouse is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with **his/her** spouse in such rehabilitative program.

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



## **ARTICLE 30     HARASSMENT**

### **30.1             Definition of Harassment as set out in *The Occupational Health and Safety Act, 1993*:**

**2(1)(I) “harassment” means any inappropriate conduct, comment, display, action or gesture by a person:**

**(i)        that either:**

**(A)       is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or**

**(B)       subject to subsections (3) and (4), adversely affects the worker’s psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and**

**(ii)       that constitutes a threat to the health or safety of the worker;**

**2(3) To constitute harassment for the purposes of paragraph (1)(I)(i)(B):**

**(a)       repeated conduct, comments, displays, actions or gestures must be established; or**

**(b)       a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the worker must be established.**

**2(4) For the purposes of paragraph (1)(I)(i)(B), harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer’s workers or the place of employment.**

### **30.2             Statement of Agreement by the Parties**

To create a harassment-free workplace, the parties are committed to the joint development of pro-active programs to eliminate all forms of harassment. The parties further agree that harassment in the workplace will not be tolerated. All employees are encouraged to use this Policy prior to involving outside agencies.

### 30.3

#### **Roles of the Parties**

The Union will:

- a) Recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) Not condone or tolerate any harassment.
- c) Support and encourage its members to speak out and confront harassers.
- d) Defend their members when inappropriate disciplinary sanctions are imposed by the employer.

The employer will:

- a) Provide a workplace that is free from harassment.
- b) Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behaviour. The employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable in bringing forward complaints and secure in confronting the alleged behaviour and/or harassment.

### 30.4

#### **Complaints Procedure**

#### 30.4.1

##### **Obligation**

It is the responsibility of the employer to ensure that complainants and witnesses to harassment are protected from intimidation and/or repercussions after reporting incidents and during any investigation. Protection may also be appropriate when effecting the final decision on a complaint.

#### 30.4.2

##### **Procedure for Handling Harassment Complaints**

- a) All complaints of harassment shall be covered by this Article and dealt with in a serious manner.
- b) Leave, without loss of pay, shall be allowed by the employer for any proceedings under this Article.
- c) All proceedings under this Article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the complainants or alleged harasser's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article.

- e) In the event that the alleged harasser and the complainant are members of the Union, the employer agrees to allow each their right to Union representation.
- f) Nothing in this Article precludes the right of the complainant to take their complaint to any outside agency i.e. Human Rights Commission, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

#### Step 1 (Informal)

- a) Any complaint may be lodged in confidence with a Management official of their choice, or a formal complaint may be lodged directly at Step 2.
- b) Management will inform the alleged harasser of the complaint.
- c) The complaint shall be investigated in confidence and an honest attempt will be made to achieve resolution.
- d) If a satisfactory resolution is achieved, the process ends here.
- e) If no satisfactory resolution is achieved, then Step 2 is implemented.

#### Step 2 (Formal)

- a) A formal complaint shall be submitted concurrently in writing to Management and to the Union.
- b) Upon receipt of the written complaint, Management and the Union shall agree within to investigate the complaint. Management shall assume the costs of the investigator.
- c) The Investigator shall recommend to the employer whether the alleged harasser or complainant should be removed from the immediate workplace. It is agreed that as a general principle the alleged harasser be the one removed from the immediate assigned workplace. However, in exceptional circumstances (facts 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 Investigator.
- e) A response containing a decision and recommendations will be submitted in writing within twenty (20) days to the Union and Board. This time limit may be extended by mutual agreement between the Union and Management.

- f) The Investigator shall have jurisdiction to determine if there is harassment. If so, it shall recommend to the employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.
- g) 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.

As this process for the resolution of a complaint of harassment is similar to the grievance procedure, a complainant is precluded from using the grievance procedure in cases of a complaint of harassment.

## **ARTICLE 31      TERMS OF AGREEMENT**

### **31.1              Duration**

The term of this agreement shall be from **April 1, 2011** to **March 31, 2020**.

### **31.2              Notice of Changes**

Either party may, not less than **sixty (60)** days no more than **one hundred and twenty (120)** days prior to the expiry date of this agreement, give notice in writing to the other party to renegotiate a revision thereof.

## APPENDIX A – SALARY GRID AND WAGES

### Effective April 1, 2012

		<u>Hourly</u>	<u>Daily</u>	<u>Per Month</u>	<u>Yearly</u>
<b>Caseworker</b>					
	<b>Base</b>	\$18.40	\$133.37	2,889.73	34,676.76
	<b>1 Year</b>	\$19.02	\$137.92	2,988.32	35,859.80
	<b>2 Year</b>	\$19.45	\$141.01	3,055.22	36,662.69
	<b>3 Year</b>	\$19.88	\$144.15	3,123.30	37,479.55
<b>Office Managers</b>					
	<b>Base</b>	\$15.05	\$109.10	2,363.89	28,366.69
	<b>1 Year</b>	\$15.68	\$113.65	2,462.49	29,549.85
	<b>2 Year</b>	\$16.11	\$116.80	2,530.57	30,366.84
	<b>3 Year</b>	\$16.54	\$119.88	2,597.47	31,169.60
<b>Placement Workers</b>					
	<b>Base</b>	\$15.05	\$109.10	2,363.89	28,366.69
	<b>1 Year</b>	\$15.68	\$113.65	2,462.49	29,549.85
	<b>2 Year</b>	\$16.11	\$116.80	2,530.57	30,366.84
	<b>3 Year</b>	\$16.54	\$119.88	2,597.47	31,169.60

### Effective April 1, 2016 - .842%

		<u>Hourly</u>	<u>Daily</u>	<u>Per Month</u>	<u>Yearly</u>
<b>Caseworker</b>					
	<b>Base</b>	\$18.55	\$134.50	2,914.06	34,968.74
	<b>1 Year</b>	\$19.18	\$139.08	3,013.48	36,161.78
	<b>2 Year</b>	\$19.61	\$142.20	3,080.94	36,971.34
	<b>3 Year</b>	\$20.05	\$145.37	3,149.60	37,795.18
<b>Office Managers</b>					
	<b>Base</b>	\$15.18	\$110.02	2,383.79	28,605.53
	<b>1 Year</b>	\$15.81	\$114.61	2,483.22	29,798.69
	<b>2 Year</b>	\$16.25	\$117.78	2,551.88	30,622.53
	<b>3 Year</b>	\$16.67	\$120.89	2,619.34	31,432.09
<b>Placement Workers</b>					
	<b>Base</b>	\$15.18	\$110.02	2,383.79	28,605.53
	<b>1 Year</b>	\$15.81	\$114.61	2,483.22	29,798.69
	<b>2 Year</b>	\$16.25	\$117.78	2,551.88	30,622.53
	<b>3 Year</b>	\$16.67	\$120.89	2,619.34	31,432.09

April 1, 2011 - March 31, 2012: 1.5% **PAID**

April 1, 2012 - March 31, 2013: 1.6% **PAID**

**April 1, 2013 - March 31, 2014: Date of ratification: See below**

**April 1, 2014 - March 31, 2015: Date of ratification: See below**

**April 1, 2015 - March 31, 2016: Date of ratification: See below**

**April 1, 2016 - March 31, 2017: \*1% payment of all salary lump sum or wage reopener (applies to salary grid), whichever is greater.**

**April 1, 2017 - March 31, 2018: \*1% payment of all salary lump sum or wage reopener, (applies to salary grid), whichever is greater.**

**April 1, 2018 - March 31, 2019: \*1% payment of all salary lump sum or wage reopener (applies to salary grid), whichever is greater.**

**April 1, 2019 - March 31, 2020: \*1% payment of all salary lump sum or wage reopener, (applies to salary grid), whichever is greater.**

**Management shall notify the Union of funding made available by funders as it is made available, as per wage re-opener language. The Union shall notify Management of their option of utilizing the wage re-opener or to take the Retention Payment.**

**\*The 1% Retention Payment is not applied to Appendix A – Salary Grid. The Retention Payment is only provided to employees actively employed as of March 31 in the prior fiscal year.**

**1% lump sum applies to all permanent, casual, term and mentors.**

**Retention Payment shall be paid no later than the last pay period in April.**

### **Signing Payment**

**Date of Ratification .842% applied to all pay classes.**

**In lieu of retroactive calculations, all employees (Permanent, Casual, Term, Mentors) shall receive 1% of all earnings between April 1, 2013 to date of ratification. April 1, 2015 an additional 1% of all earnings to date of ratification.**

**Wage rate shall be adjusted by .842% for all purposes going forward from the date of ratification. This payment only applies to Active Employees who are employed at time of ratification.**

## **APPENDIX B - FIRST TIME CONTRACTS**

Employees hired into positions created by first-time term contracts of twelve months duration or less shall be paid the salary negotiated between the John Howard Society and the funding agency. However, the salary negotiated shall not be less than the base salary for the office manager position. The employer will meet with the Union in advance of the implementation of the program to explain and discuss the terms of the contract.

At the conclusion of the first term, the parties will meet and review the program and discuss whether the program will continue. A program change will be defined by a change to at least 25% of the duties in order to determine that a new contract situation exists. If the program is continued the employer and Union will negotiate which existing classification(s) the position(s) falls into or whether the creation of a new classification(s) is appropriate in accordance with Article 28.3. The incumbent in the position will be eligible for increments in accordance with this Collective Agreement. If the time lapsed between the project continuing on its second term is more than two months, the position will be posted for competition.

### **Yearly Increments**

The employer agrees to implement the following formula for applying yearly increments.

Employees will be eligible for a one-half (1/2) increment after one year if:

1. They are/were in a half-time position.
2. They worked six (6) months full-time in a one year period.

This formula applies to staff employed as of April 3, 1992 and is restricted to the last two (2) years.

This formula is adopted without prejudice to any grievances the Union may have in regards to this issue.

## **APPENDIX C - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)**

Between  
John Howard Society of Saskatchewan  
and  
Saskatchewan Government and General Employees' Union

It is recognized by both parties that many health, social and personal problems can be successfully resolved and that professional assistance is in the best interest of the employee, Union and the employer.

It is therefore agreed that the two parties jointly establish and implement an Employee and Family Assistance Program.

### **1) JOINT LABOUR/MANAGEMENT COMMITTEE**

A Joint Labour/Management Committee, having equal representation from the Union and the employer, will be formed to develop the policy statements and operating guidelines of a new Employee and Family Assistance Program (EFAP).

Union and Management shall each appoint two appropriate representatives to the Joint EFAP Committee to ensure that it is capable of discharging its duties and responsibilities, as are jointly agreed upon.

This body shall be responsible to assist in and direct the development, implementation, and updating of the EFAP. They will also assist in the preparation and presentation of training, education and information activities within the EFAP to ensure stewards and supervisors are familiar with the objectives and procedures required to effectively implement the program.

The agreed upon number of persons engaged in the Joint EFAP Committee shall be given sufficient time, with no loss in pay, to perform program duties. The Joint Committee will meet quarterly.

### **2) OBJECTIVES**

The objectives of the Employee and Family Assistance Program will be to encourage employees to voluntarily seek assistance for personal problems, and to assist those employees whose personal problems are adversely affecting their work performance.

- 3) The Committee shall select an independent agency as an advisor to the Committee and determine what range of services each employee will receive who accesses the EFAP.

### **4) PROGRAM ACCESS**

Every permanent employee shall have access to the EFAP. Employees who hold temporary, part-time or casual status who have worked a consistent work pattern over a twelve (12) month period shall also have access to the Program.



Program benefits shall cease upon termination of employment.

5) **EMPLOYEE RIGHTS**

The fact that an employee has been accepted into the Program will not, by itself, jeopardize job security nor create discrimination in promotional opportunities.

Employees participating in the Program shall be entitled to all rights and benefits as provided in the current Collective Agreement, as well as to future Program benefits as agreed to be the Joint Union-Management Program.

6) **CONFIDENTIALITY**

Every effort will be made to retain confidentiality as to an employee's participation and the reason for an employee's involvement in the Program. Community agency treatment records, medical reports, or other reports arising from an individual's health assessment will be released only with the informed written consent of the employee.

7) **EMPLOYEE RESPONSIBILITY**

The decision to accept involvement in the Program is the personal responsibility of the employee. Employees participating in the Program will be expected to meet existing job performance standards and established work rules, except where, in the judgment of the agencies, those rules or standards are inappropriate to affect the resolution of the problem.

**PROGRAM OPERATION**

- 1) The service is designed to assist eligible employees and/or members of their immediate families (spouse or dependent children) who are experiencing personal difficulties and who choose to seek out the assistance on a voluntary basis.
- 2) No personal information that is given to the counsellor by an employee will be shared with any other source, either within the organization or the general community, without the written consent of the employee in question, unless required by law.
- 3) Employees may gain access to the service through voluntary or self-referrals, suggested referrals or mandatory referrals.

In the case of a voluntary referral, the employer is notified only that an employee has contacted the independent agency directly. Employees may also ask their employer, steward or other person to arrange the first appointment with the Agency. No entries are made in the employee's record and the strictest confidence is maintained. This is the most common and preferred type of referral.

If in the normal evaluation of performance, the employer has reason to believe that an employee has a personal problem that may adversely contribute to his/her work performance; the employer may suggest that the employee consider an interview with a counsellor. In such cases the written record of the interview may note that the suggested referral was made by the employer.

A mandatory referral is available to the employer when there is a documented case for disciplinary action or termination of an employee. If the employee rejects the offer of mandatory referral, the normal disciplinary procedures will resume. The mandatory referral must be fully explained to the employee in a face-to-face meeting with the employer. It must be emphasized that participation is still voluntary and that decisions related to continued employment must be based on job performance - not attendance or non-attendance at an EFAP.

In this instance, the employer will be informed only if the employee has attended counselling and is willing to seek assistance for the problem. No personal information about the employee or his/her problem is indicated to the employer.

- 4) While suggested or mandatory referrals may be used by the employer in dealing with an employee whose performance is in question, this is not an automatic step in the progressive disciplinary procedure.
- 5) The Agency will maintain a clearly neutral role in matters affecting the relationship between the employer and its employees. The Agency representatives will work within the frame of reference of the employer's EFAP design, but are primarily accountable to the Agency. These representatives cannot be required by the employer to act outside of the Code of Ethics of the profession, or the Policy of the Agency.
- 6) The Agency staff will be available during normal working hours to take referrals. An answering service is available at other times. Counselling to employees and their families is available during normal working hours. Where employees are not able to come during this time, arrangements will be made to see them in the evenings or on weekends.
- 7) The Agency undertakes the primary responsibility for the treatment of a troubled employee or family who requires service, or where appropriate referral to other services is indicated. In the case of referral, the counsellor tracks the matter sufficiently to establish that the employee is connected with the resource and provides follow-up services as required.
- 8) The Agency will provide periodic consultations for planning, monitoring, and evaluation of the service as decided between the Organization and the Agency. The rate is agreed on and outlined in the Contract.
- 9) The Agency will provide quarterly statistics and a program report on usage, type of problems and other items helpful for monitoring the program. Confidentiality will be maintained.

## **PROGRAM MODEL**

### **TREATMENT**

- 1) The employer must be advised when an employee accesses the EFAP.
- 2) The Agency will advise the employer of the approximate number of interviews required with a counsellor regarding assessment and treatments.
- 3) The limit of employer-paid interviews and/or treatment shall be ten (10).
- 4) More than ten (10) interviews and/or treatments must have authorization from the Joint Committee by the Agency without jeopardizing the confidentiality of the client.
- 5) Employees shall have access to their sick leave if interview and/or treatment cannot be arranged outside of work time.

### **TYPE OF PROGRAM**

- Fee for Service
- Fee for Service must provide priority access within 24 hours of request of access

### **COSTS**

- Approximately seventy-five (75) dollars per hour
- Utilization - 5% of work force (40 employees)
- Number of treatments - ten (10)
- Formula -  $\$75.00 \times 2 \text{ employees (5\% of 40)} \times 10 \text{ treatments} = \$1,500.00/\text{year}$

## LETTER OF UNDERSTANDING #1 - WAGE RE-OPENER

The parties agree that should additional funds be made available by one of the funding organizations for the purposes of increase in compensation any time during the term of this Agreement, they shall meet with the intent of negotiating revisions to the wages and benefits contained in this Agreement.

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

  
Alexander Ferwerda

Signed on behalf of:  
John Howard Society  
of Saskatchewan

  
Greg Fleet  
Chantel de la Sablonniere  
Jaime Boldt  
Marie Amor  
Catherine Geldart

Signed at Regina, Saskatchewan this 31<sup>st</sup> day of March, 2016.

## LETTER OF UNDERSTANDING #2 - UNION/MANAGEMENT COMMITTEE

The parties agree to the establishment of a Union/Management Committee to address issues and concerns as they arise during the term of the Collective Agreement. The agenda and frequency of the meeting will be as agreed to by the parties.

The Committee will consist of three union members selected by the employees, one from each office, and the employer will have up to three members, one of which will be the **Branch Executive Director**.

Quorum will consist of at least **four (4)** committee members, 50% of which must be union representatives.

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

  
Alexander Ferwerda

Signed on behalf of:  
John Howard Society  
of Saskatchewan

  
Greg Fleet  
Chantel de la Sablonniere  
Jaime Boldt  
Marie Amor  
Catherine Geldart

Signed at Regina, Saskatchewan this 31<sup>st</sup> day of March, 2016.



### LETTER OF UNDERSTANDING #3 - SUMMER SEASONAL EMPLOYEES

At the conclusion of a seasonal appointment, an employee shall be provided with notice in accordance with the *Saskatchewan Employment Act (SEA)* and will lose seniority and be terminated from employment with the employer without access to the displacement or re-employment provisions of the Agreement. In the event the employee is re-hired the next season, the employee may recover the seniority accrued since his/her last commenced employment with the employer.

Summer seasonal employees shall:

- a) Advise the employer of their desire to be re-employed with the employer. The employer will give consideration to these employees prior to hiring new employees. Summer seasonal employees who have successfully completed a probationary period will be given first consideration for all summer seasonal jobs for which they possess the skill, ability, qualifications and experience.
- b) Serve a probationary period of 120 days worked. Employees who do not successfully complete the probationary period will be terminated.
- c) Accrue seniority in accordance with Article 9.1. Summer seasonal employees shall earn sick leave credits in accordance with Article 23.2.
- d) Be assigned hours of work based on operational requirements.


Receive an increment in each season in accordance with Schedule A, provided the employee works a minimum of 80 days in a season. The employee may carry days worked from one season to another in order to earn an increment in the second season.

- e) **Be eligible for lay-off and recall to their position each year based upon total seniority and shall retain all benefits (seniority, sick leave, etc.) from year to year.**

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

  
Alexander Ferwerda

  
Chantel de la Sablonniere

  
Marie Amor

Signed on behalf of:  
John Howard Society  
of Saskatchewan

  
Greg Fleet

  
Jaime Boldt

  
Catherine Geldart

Signed at Regina, Saskatchewan this 31<sup>st</sup> day of March, 2016.

## LETTER OF UNDERSTANDING #4 – UNION LEAVE

The Employer agrees that it is the right of all employees to participate in the affairs of the Union. If the Employer is concerned as to the amount of leave or number of members on leave at a given time, the Employer will contact the Union for discussion in this regard. The Union agrees to hear the issues and concerns as they arise in regard to the Employers concerns.

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



Alexander Ferwerda

Signed on behalf of:  
John Howard Society  
of Saskatchewan



Greg Fleet



Chantel de la Sablonniere



Jaime Boldt



Marie Amor



Catherine Geldart

Signed at Regina, Saskatchewan this 31<sup>st</sup> day of March, 2016.



## SIGNING PAGE

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and JOHN HOWARD SOCIETY OF SASKATCHEWAN** 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 in Regina, Saskatchewan on this 31<sup>st</sup> day of March, 2016.

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

  
\_\_\_\_\_  
Alexander Ferwerda

Signed on behalf of:  
John Howard Society  
of Saskatchewan

  
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