

**PIPESTONE
KIN-ABILITY
CENTRE INC.**

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

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
PIPESTONE KIN-ABILITY CENTRE INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5486
APRIL 1, 2015 TO MARCH 31, 2020**

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ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 15 day of August, 2019.

between

PIPESTONE KIN-ABILITY CENTRE INC.
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

PURPOSE

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

- i) To maximize the independence of individuals with mental disabilities, respect their dignity and assist in removing barriers to community inclusion; enhance their quality of life and promote the development of each individual's potential to their highest level of ability;
- ii) To promote co-operation and understanding between the Employer and the Union;
- iii) To encourage efficiency and safety in operations;
- iv) To maintain and improve harmonious relations between the Employer and the employees;
- v) To establish and maintain collective bargaining relations between the Employer and its employees; to provide orderly prompt and equitable disposition of grievances and for the maintenance of hours, wages and working conditions.

Now therefore, the Employer and the Union mutually agree as follows:

ARTICLE 1 INTERPRETATION

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

- 1.1 **Union** – means the Saskatchewan Government and General Employees' Union representing the employees of Pipestone Kin-Ability Centre Inc.
- 1.2 **Employer** – Pipestone Kin-Ability Centre Inc.
- 1.3 **Employee or Employees** – means a person to which the terms of this Agreement apply and as indicated in Article 2 of this Agreement.

- 1.4 **Executive Director** – means the Executive Director of Pipestone Kin-Ability Centre Inc.
- 1.5 **Plural or Masculine/Feminine Terms May Apply:** Wherever the feminine gender is used in the Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.6 **Permanent Employee** – means an employee who has successfully completed probationary period on initial appointment.
- 1.7 **Full-time Employee:** Except as otherwise noted, a full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work thirty-five to forty (35 - 40) hours per week averaged over a four (4) week period. For those Group Home employees working in a twenty-four (24) hour work schedule, a full-time employee is an employee who is appointed to a full-time position and is regularly scheduled to work eighty-four (84) hours per week averaged over an eight (8) week period.
- 1.8 **Part-time Employee:** A part-time employee is one who is regularly scheduled to work less than the full-time hours.
- 1.9 **Casual Employees** – are those employees who do not work a regular schedule but are scheduled for a specific purpose, or on a call-in basis for the relief of full-time or part-time employees.
- 1.10 **Wage Schedule** – means the scale of wages as contained in Appendix “A”.
- 1.11 **Day** - is defined as a 24 hour period commencing at the start of an employee’s regularly scheduled shift.
- 1.12 **Temporary Employees** – are those employees in a position of an emergent or short term nature and whose tenure of employment is limited to a defined period of time, not to exceed a period of eighteen calendar months. Such a period may be extended by mutual agreement of the parties.

ARTICLE 2 SCOPE

2.1 Scope

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

Executive Director, Program Director, job clerical/receptionist, students, new careers individuals, participant(s)/employees and those employed by SARCAN as stated in the Labour Relations Board Order dated August 13, 1998, LRB File No 110-98.

2.2 All New Positions to be Negotiated

The Employer agrees to negotiate the inclusion or exclusion of all newly created positions.

2.3 Management Rights

The Union acknowledges that it is the right of the Employer to manage its operations and to direct the work force except as specifically limited by the terms of this Agreement. The Employer has the right to make rules of conduct, policy and procedure for employees, in a manner that is consistent with the terms of this Agreement.

ARTICLE 3 UNION SECURITY

3.1 Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all its employees except as excluded in Article 2.1. The employer agrees to negotiate with the Union concerning matters affecting the relationship between the employees and the Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.

3.1.1 The Union recognizes the responsibility of its members to perform and carry out their respective duties in accordance with the work standards, methods and procedures established by the Employer.

In so far as those standards, methods or procedures do not interfere with The Saskatchewan Employment Act or the Collective Agreement.

3.2 Union Business

3.2.1 The Union shall provide the Employer adequate and reasonable notice when employees require leave to attend Union conventions, meetings, conferences, learning opportunities, and other Union sanctioned events.

3.2.2 The Employer shall grant a leave of absence with pay for the employees to attend Union conventions, conferences, meetings, learning opportunities, and other Union sanctioned events provided that the leave does not interfere with the operation of the organization, service to participants is maintained and the Employer is reimbursed by the Union.

3.2.3 The Union agrees to reimburse the Employer for all wages and benefits paid under this article, including all Employer payroll and benefit costs.

3.3 **Non Discrimination**

The Employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, sex, political activity, religious affiliation, marital status, disability, family status, nationality, ancestry, receipt of public assistance or sexual orientation nor by reason of membership or activity in the Union,

3.4 **Refusal to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, except where the health and safety of the participants is concerned. 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.

3.5 **Union Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of employment apply for and maintain membership in the Union and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply for and maintain her 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.

3.6 **Union Dues**

3.6.1 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.**

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

- 3.6.3 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.
- 3.6.4 The employer shall provide the information electronically upon the Union providing it with the necessary form.
- 3.7 **Organization Chart**
- 3.7.1 The Employer agrees to place on the bulletin board(s) a block organizational chart showing the administrative structure and the line of authority of the organization accompanied by an up-to-date list of persons in authority.
- 3.7.2 The Union shall supply the Employer with an up-to-date list of representatives, officers, stewards and members of the grievance committee. Changes shall be communicated to the Employer as soon as possible.
- 3.8 **Employer Policies**
- The Employer will maintain a policy manual available to employees which comprises all the employer's policies which relate to the working conditions, staff, or matters covered by this Agreement. The employer will promptly inform and educate all employees of new policies. **The employer will provide the Union with an electronic copy of the policy manual along with copies of all updates.**
- 3.9 **Work of the Bargaining Unit**
- Except in cases mutually agreed upon by both parties, persons whose jobs are not included in the bargaining unit shall not work on any jobs in the bargaining unit if such assignment results in the loss of scheduled hours or abolition of a bargaining unit job.
- 3.10 **Bulletin Boards**
- The Employer shall make available to the Union a bulletin board in each facility so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.
- 3.11 **Production of Collective Agreement**
- The Union will assume responsibility for the production of the Collective Agreement and agrees to provide the Employer with 15 copies.

3.12 **Leave for Union Position**

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one year.

3.12.1 Extension of the leave may be requested by the employee and may be approved by the Employer. Approval will not be unreasonably withheld.

3.12.2 The employee shall continue to receive her salary and benefits from the Employer, conditional on reimbursement of salary and full benefit costs by the Union to the Employer.

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 **Stewards**

4.2.1 The duties of 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.

4.2.2 Stewards must make suitable arrangements to investigate disputes and grievances in the workplace.

4.3 **Names of Stewards**

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

4.4 **Pay to Discuss**

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.

4.5 **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 Executive Director or her designate.

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

The Shop Steward or Labour Relations Officer will identify the meeting as being the first step in the Grievance procedure.

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

4.5.1 **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 Executive Director within thirty (30) calendar days of the occurrence of the alleged infraction.

The Executive Director shall render a written decision to the SGEU **Labour Relations Officer** with a copy to the grievor and steward within **thirty (30)** 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 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). Subject to Pipestone participant needs, the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.

The meeting will:

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

If settlement is not reached at the Step 2 meeting, the Executive Director shall render the decisions in writing within **thirty (30)** 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 (30) calendar days may apply for Arbitration.

The grievor(s) and steward shall suffer no loss of pay to attend all grievance meetings with the Employer.

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

4.5.2

Special Measures

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

4.6

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.

4.7 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.

4.8 Technical Objections to Grievances

It is not the intention of the employer or the Union to evade the settlement of grievances on a procedural technicality; however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.

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-ARBITRATION

5.1 Mediation

The best solution 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.

5.1.1 Selection of a Mediator

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

5.1.2 Role of the Mediator

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

5.1.3 **Rules Applicable to Grievance Mediation**

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

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

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

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

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

Parties to the mediation will have the authority to conclude a settlement at mediation subject to the approval of their principals.

5.1.4 **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.

5.2 **Arbitration**

5.2.1 **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.

5.2.2

Procedure

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

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

No grievance shall be defeated by any formal or technical objection, subject to Article 4.8. 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:

- i) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- ii) If called by the Union, leave in accordance with Article 3.2, and expenses paid by the Union.
- iii) If called by the arbitrator, the parties shall share the costs **equally**.

5.2.3

Decision of the Arbitrator

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

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

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

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

5.2.4

Expenses of the Arbitrator

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

ARTICLE 6 PROGRESSIVE DISCIPLINE

6.1 Right to have a Steward

Every employee has the right to be represented by a Union Steward not chosen by the employer or Union **Labour Relations Officer** at any meeting with the Employer or investigative proceeding which might lead to discipline.

6.1.1 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 employee will be given sufficient time to arrange union representation.

6.1.2 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.

6.1.3 Failure of the Employer to provide the right to Union representation may render all resulting discipline null and void.

6.2 Principles of Progressive Discipline

6.2.1 The parties of this Agreement recognize the principles of progressive discipline:

- i) verbal reprimand
- ii) written reprimand
- iii) suspension
- iv) dismissal

The above steps are applied based on the seriousness of the misconduct and the circumstances of each case. If the misconduct is very serious, it may be appropriate for discharge to be the first action.

6.2.2 Verbal Reprimand

The Executive Director or designate will verbally outline to the employee any reason for the reprimand, how she should correct her work and what will happen if her misconduct continues. There is no official report of a verbal reprimand. A Steward or Union staff representative shall be present as a witness unless indicated in writing by the employee affected.

6.2.3 **Letter of Reprimand**

The Employer shall reprimand that employee by means of a letter of reprimand to the employee within five (5) working days of management becoming aware of the event. Such 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 **at the request of the Employee.**

6.2.4 **Suspension**

The employee will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the Union **at the request of the Employee.** The suspension will be with pay if an internal investigation is required.

6.2.5 **Dismissal**

Dismissal shall be effected by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause.

An employee considered by the Union to be wrongfully or unjustly discharged, suspended **or reprimanded** shall be entitled to **the provisions within Article 4 Grievance Procedures.**

The employee shall be entitled to union representation. The employee or Union representative shall suffer no loss of pay to attend.

6.3 **Personnel Records**

6.3.1 Upon written request from the employee, the employee's personnel record shall be accessible to her, or the Union. The file shall be reviewed in the presence of her supervisor or designate.

6.3.2 Provided there has been no further infraction of the same nature, documentation of a disciplinary matter, except for abuse and misconduct against a participant, shall be removed from the file after two (2) years.

6.3.3 After the applicable time period stated above, an adverse report not removed from the file shall not be used in action against the employee.

6.4 **Dismissal Notice**

In the case of suspension or dismissal, the Employer will provide the Union with written reasons for suspension or dismissal. A copy of the dismissal notice given to any employee shall be supplied concurrently to the Union.

6.5 **Complaints**

Where a formal written complaint of a serious nature from an individual is brought to the attention of the Employer regarding the work performance of an employee, the Employer will make every effort to advise the employee concerned, as soon as reasonably practicable after the complaint was lodged. The employee shall be given the opportunity to respond and shall have the right to have a Steward or **Labour Relations Officer** present during any discussion regarding the complaint.

ARTICLE 7 SENIORITY

7.1 **Definition**

Seniority shall be defined as the length of an employee's service calculated in accordance with Article 7.2 from the last date on which the employee commenced employment in a position with the Employer.

Seniority shall not apply during the probation period, however, once the probation period has been completed, seniority shall be credited from first date of employment in a position in the bargaining unit.

7.2 **Maintenance and Accrual of Seniority**

Seniority shall be accumulated in hours. An employee shall earn seniority for:

- i) All paid hours, excluding overtime.
- ii) All periods of paid leave.
- iii) Leave of absence without pay for reason of illness or injury for the full duration of the leave, regardless of receipt of benefits under any plan (e.g. LTD, WCB, EI, etc.).
- iv) Maternity Leave.
- v) Adoption Leave.
- vi) Parental Leave.
- vii) Active Military Service**

7.3 **Maintenance of Seniority**

Subject to Article 7.5 of this Agreement, an employee shall maintain accumulated seniority.

7.4 Seniority List

The Employer agrees to post a seniority list on the first working day of January, April, July and October each year. Such list shall state the accrued hours of seniority for each employee up to the last working day of the last pay period of the previous month. Upon proof of error, the Employer shall immediately revise the seniority list. Copies of the seniority list and revisions shall be forwarded to the Union simultaneously.

7.5 Loss of Seniority

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- i) is discharged for just cause and is not reinstated;
- ii) resigns in writing;
- iii) fails to notify the Employer of the employee's intention to return to work within ten (10) calendar days following a recall from the lay-off and after being notified by registered mail to do so;
- iv) is continuously laid-off in excess of twelve (12) months;
- v) retires from the employment of the Employer;
- vi) is not scheduled or available to work over a three (3) month period, unless on an approved leave of absence;
- vii) fails to notify the Employer of the employee's ability to return to work within five (5) working days of the employee being so notified as to the ability to return to work after WCB, LTD or SGI claim related absences;
- viii) after a period of sick leave, fails to notify the Employer of the employee's ability to return to work within five (5) working days of receiving approval of such return from a physician.

ARTICLE 8 APPOINTMENTS

8.1 Position Designations

All positions within the scope of this Agreement shall be designated as either:

- i) Permanent Full-time
- ii) Permanent Part-time
- iii) Temporary Full-time
- iv) Temporary Part-time
- v) Casual

8.2 **Job Postings**

8.2.1 When a new position is created, or when a vacancy occurs, the Employer shall immediately post notice of the position in the offices of each workplace for a minimum of ten (10) calendar days. When an employee on lay-off or on leave of absence requests, the Employer shall advise the employee of such posting allowing them the opportunity to submit an application to the posting. Applications must be received within ten (10) calendar days of the date of the posting.

8.2.2 Permanent vacancies shall be filled from within the organization by posting the vacant jobs and, at the Employer's discretion, advertising any vacancy to the public. All job interviews where an internal applicant has applied shall have a Union panel representative.

8.2.3 No new employee shall be hired until the application of present employees and those on the re-employment list have been fully processed and considered.

8.3 **Information on Posting**

The bulletin shall set out the following information:

- i) name of position;
- ii) classification and location of position;
- iii) a brief description of duties;
- iv) qualifications required;
- v) salary;
- vi) hours of work;
- vii) position designation (i.e. full-time part-time, casual);
- viii) deadline date for application.

8.4 **Qualifying for Positions**

The Employer will determine the necessary knowledge, skills and abilities required for each job.

8.5 **Notification of Successful Competition**

Following the closing date for the receipt of applications, the Employer shall advise the Bargaining Unit Chair of the applicants for the job, in order of seniority, and shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant.

8.6 **Appointments to Positions**

The most senior qualified person meeting the minimum qualifications will be hired to fill the vacancy. Qualifications are as per the Policy and Procedures Job Descriptions.

8.6.1 **Reversion**

Having completed an initial probationary period, permanent full-time and permanent part-time employees will upon written request to the employer be granted casual status.

8.6.2 If the senior applicant is not selected, she shall have the right to appeal against the Employer's decision through the grievance procedure (subject to the notification provision in Article 8.8.1).

8.6.3 All grievance appeals to be heard under this subsection shall be filed with the Employer within seven (7) calendar days from the date of notification. To minimize disruptions resulting from the selection process, the Step 1 grievance will be heard within 3 working days. (Seventy-two (72) hours.)

8.7 **Temporary Assignment for Prolonged Durations**

When the Employer determines that a temporary assignment of **ninety calendar days (90)** or longer exists, the temporary assignment shall be posted and filled subject to the posting provisions identified in Article 8.2.

8.7.1 Additional postings shall not be required for the position of the employee transferred as a result of the original posting.

8.7.2 An employee shall not be eligible for any other temporary assignment of prolonged duration while filling a temporary assignment of prolonged duration.

8.7.3 When the temporary assignment of a prolonged duration becomes redundant the employee shall be returned to her former position.

8.7.4 If as a result of the posted temporary assignment, an individual is hired from outside the existing workforce, she shall revert to casual employee status upon completion or redundancy of the temporary position.

8.8 **Probation on Initial Hiring**

8.8.1 Employees hired into full-time or part-time positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment.

8.8.2 Employees hired on a casual basis shall serve a probationary period of six months.

- 8.8.3 During the Probationary period employees shall be entitled to all rights and benefits of this agreement.
- 8.8.4 During the period of initial probation an employee will not accumulate seniority. Upon completion of the probationary period, the employee will be awarded seniority back to her start date.
- 8.8.5 By mutual agreement of the parties, the probationary period for any employee may be extended beyond the established probationary period.

8.9 **Temporary Assignment of Higher Duties (TAHD)**

All opportunities for TAHD shall be offered on the basis of senior qualified. TAHD assignments of greater than 119 days shall be posted in accordance with Article 8.2.

8.10 **Call in policy**

- a) **When phoning record date and time call is made to each staff. And response or if message left.**
- b) **Call Casual staff based on seniority first until they have worked forty-eight (48) hours in the four (4) week cycle. Once they have worked forty-eight (48) hours in a four (4) week cycle they will be called on the part time list based on their seniority.**
- c) **If no casual employee is available to work, the Employer shall proceed to access the Part-time list and offer the available hours on the basis of most senior qualified staff not working a regularly scheduled shift at that time up to maximum full time hours (160 hours over a 4-week period).**
- d) **If there is no casual or part-time available (staff that is not working a regularly scheduled shift at that time), the shift will then be offered to the next senior qualified staff already scheduled to work who may, upon accepting this shift, receive additional hours or where the hours are in a classification receiving a higher rate of pay; for example, a GHO shift will be offered to staff working a scheduled shift of less than 11 – 12 hours. This employee's shift will then be offered to casual and part-time staff in sequence as described above. When the employee accepting the shift is already scheduled to work, the above process will be followed to backfill their shift.**
- e) **Unless approval is received no staff shall accept a shift if it is going to put them into overtime. (Over 12 hours per day or over 160 hours over 4 weeks)**

- f) **Staff needs to be aware of the twenty-four (24) hour clock. This means if your shift started on Monday at 3:00 pm the twenty-four (24) hour day does not end until 2:59 pm Tuesday. The day before the shift and day after the shift, must be considered for overtime in a day.**
- g) **If you accept a shift and there is a conflict with an existing shift then you must give up one of the shifts. i.e. (afternoon shift picking up shift at activity centre. Afternoon shift picking up morning shift on weekend.)**
- h) **Staff accepting shift must inform person calling of any conflict with shifts already scheduled (or accepted).**
- i) **Staff not following the policy may face disciplinary action.**

8.11 Trial Period

- 8.11.1 Where an existing employee is appointed to a new permanent full-time position, the successful applicant shall be allowed a trial period of six (6) months from the effective date of appointment to the new position.
- 8.11.2 The employee shall be confirmed in the new position after the trial period.
- 8.11.3 If the employee is required to revert to or voluntarily reverts to her former position within the trial period, she shall receive her former rate of pay, subject to any increments had she not vacated the position. An employee who chooses to voluntarily revert to her former position shall provide the Employer with a minimum of two (2) weeks' notice.
- 8.11.4 All other employees affected by the reversion as noted in (3) above, shall also be returned to their position, wage or salary rate and without loss of increments and without loss of seniority.
- 8.11.5 By mutual agreement of the parties the trial period for any employee may be extended beyond the established trial period.

ARTICLE 9 JOB SECURITY

9.1 Long Term Disability

- 9.1.1 Employees who are on Long Term Disability shall be given an unpaid leave of absence until they are able to return to work to a maximum of twenty-four (24) months starting the first day they are not on the Employer's payroll. Employees shall inform the employer of their application for Long Term Disability in writing.

9.1.2 Employees who are fit to return to work within twenty-four (24) months shall be reinstated in their previous position or an equivalent position. In certain situations an extension of up to one year may be approved if requested in writing.

9.2 **Workers Compensation**

Employees who are on Workers Compensation shall be given an unpaid leave of absence until they are able to return to work to a maximum of twenty four (24) months. In certain situations an extension of up to one year may be approved if requested in writing.

ARTICLE 10 LAY-OFFS AND RECALLS

10.1 **Definition of Lay-Off**

A lay-off shall be defined as temporary reduction in the work force of more than two weeks.

10.2 **Role of Seniority in Lay-Off**

In the event of a lay-off, employees shall be laid off in reverse order of their bargaining-wide seniority. A permanent full- time or permanent part-time employee who has been laid-off shall have the right to either bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee, or the employee shall have the right to exercise the following options:

- i) to go on lay-off and be subject to recall;
- ii) to retire;
- iii) to resign.

10.3 **Advance Notice of Lay Off**

The Employer shall inform the Union as soon as possible after the decision to layoff has been made.

The Employer shall provide notification to the employee of layoff as per **The Saskatchewan Employment Act.**

10.4 **Re-Employment List**

In the case of lay-off, a recall/re-employment list based on seniority by job classification shall be established. Copies of current recall lists shall be maintained by the Employer and provided to the Union.

10.5 **Recall Procedure**

10.5.1 Employees shall be recalled in the order of seniority to any position for which they are qualified. Employees recalled from lay-off shall be notified by registered mail addressed to the employee's last known address. The employee is responsible to keep the Employer advised of her current address and phone number.

10.5.2 Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.

10.5.3 Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off.

10.5.4 Employees shall be given ten (10) calendar days' notice of recall in written form.

10.5.5 The employee shall give notice of acceptance/rejection of any callback within five (5) calendar days.

10.6 **No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall.

10.7 **Advance Notice of Lay-Off**

Except for just cause other than shortage of work, the employer shall not discharge or lay-off an employee who has been in its service for at least three continuous months without giving that employee at least:

- i) one week's written notice, if her period of employment is less than one year;
- ii) two week's written notice, if her period of employment is one year or more but less than three years;
- iii) four week's written notice, if her period of employment is three years or more but less than five years;
- iv) six week's written notice, if her period of employment is five years or more but less than 10 years;
- v) eight week's written notice, if her period of employment is 10 years or more.

10.8 **Notice of Resignation**

Employees will give two (2) weeks written notice of resignation.

ARTICLE 11 HOURS OF WORK

11.1 Hours of Work

Regular scheduled hours of work for positions/facilities will be maintained in the policy manual and provided to new employees. Changes to the regular scheduled hours to work will be provided to all employees in writing, **as per *The Saskatchewan Employment Act***.

11.2 Coffee Breaks

With the exception of Group Home Operators, each employee shall be allowed two (2) fifteen (15) minute rest periods in an eight hour day.

11.3 Call-In

An employee called in for work shall be paid a minimum of three hours at her regular rate of pay.

11.4 Scheduling

Notwithstanding Article 11.1, Hours of Work, the Employer retains the right to schedule hours of work of employees as is necessary to ensure the efficient operations and to provide coverage for the determined hours of operation.

It is agreed and understood that hours of work are flexible and are subject to change due to funding, participant or operational needs. Deviation from the regular scheduled hours of work is at the discretion of the Employer.

- a) An employer shall give notice to an employee of a work schedule containing the following:**
 - **The time when work begins and ends;**
 - **If the work is done in shifts, the time when each shift begins and ends; and**
 - **The time when a meal break begins and ends.**
- b) The notice required pursuant to subsection (1) must cover at least one week.**
- c) If the days or times when an employee is required or permitted to work or to be at the employer's disposal change, the employer shall provide to the employee written notice of the change.**

- d) **The notice required pursuant to section 3 must:**
- **Be given in a schedule that contains the information required pursuant to section 1) covering at least one week;**
 - **Be given at least one week before the start of the schedule**
 - **If the schedule mentioned in clause (a) changes after the schedule is provided as required pursuant to (b), be given one week before the employee is required or permitted to work or to be at the employer's disposal; and**
 - **Be personally given to the employee, posted in the workplace, and/or posted online on a secure website to which the employee has access or provided in any other manner that informs the employee of the schedule.**

The employer may provide notice of less than one week of a variation to an employee's schedule if unexpected, unusual or emergency circumstances arise.

Emergency Circumstances shall be defined as a situation where there is an imminent risk or danger to a person, property or an employer's business that could not have been foreseen by the employer. (Per Part 2-Division 1 (e) of the Saskatchewan Employment Act).

11.5 **Overtime**

11.5.1 All hours worked in excess of one hundred and sixty (160) hours averaged over a four (4) week period, or twelve (12) hours per day, shall be paid at time and one half (1 ½) the employee's regular rate of pay.

11.5.2 Sick leave or vacation shall not be used to reduce employee's overtime.

11.5.3 Hours spent on Employer requested training shall be included in the calculation of hours worked for the purposes of overtime.

11.5.4 Overtime shall be offered in order of the seniority to the employee requiring the least number of overtime hours after passing the full time threshold.

11.6 **Indicating Overtime**

Employees shall indicate before accepting a shift that they are in an overtime situation.

All overtime must be approved by the **Executive Director** or **Designate**. **The designated person must be out of scope.**

11.7 **Staff Meetings**

Employees including casuals if required to attend scheduled staff meetings or program meetings outside regularly scheduled work hours shall be paid a minimum of three hours at their regular rate of pay or the overtime if applicable.

11.8 **No Maximum or Minimum**

The hours of work stated in this Article are not to be considered as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

11.9 **Job Sharing**

Permanent employees can request a job sharing arrangement as outlined in the attached Letter of Understanding, once they have completed the Probation Period or the Trial Period of the new appointed position.

ARTICLE 12 PUBLIC HOLIDAYS

12.1 **Definition**

For the purposes of this Agreement the following shall be considered public holidays:

New Years' Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Saskatchewan Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

12.2 **Public Holiday During Vacation**

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

12.3 **Working on a Holiday**

12.3.1 The minimum sum of money to be paid for a public holiday or for another day designated for observance of the public holiday by the Employer to any employee who does not work on that day:

- a) Where the Employer pays to the employee working a static shift the employee's regular wages for the period that includes that day, is equal to those wages.
- b) For staff working a modified shift and part-time staff, the stat pay is 4.62% of salary excluding overtime. The stat pay will be on each cheque.

12.3.2 The minimum sum of money to be paid for a public holiday or for another day designated for the observance of the public holiday by the Employer to any employee who works on that day is the total of:

- i) The amount to which an employee would be entitled pursuant to 12.3(1); and
- ii) The amount of wages, calculated at a rate that is 1.5 times the employee's regular rate of wages, for the time worked.

12.3.3 For the purposes of this section, where an employee takes an annual holiday during the four weeks immediately preceding a public holiday, "wages" includes the amount of annual holiday pay that is payable with respect to any annual holidays actually taken during that period.

12.4 **Floating Holiday**

The employees shall receive one floating holiday annually (April 1 – March 31) to be paid at straight time. The floating holiday shall be eight (8) hours for a full-time employee. It shall be prorated for less than full-time. This floating holiday is earned after completing one year of employment and will be taken within the next year. It will be taken on a mutually agreed upon day. Employees shall request the floating holiday and will be granted at the Employer's discretion. Floating holiday shall be requested and approved or denied in writing.

ARTICLE 13 ANNUAL VACATION

13.1 **Definition**

Annual Vacation means annual vacation with pay.

13.2 **Annual Vacation Year**

Vacation year means the twelve (12) month period commencing on the first (1st) day of April in each calendar year concluding on the thirty-first (31st) day of March the following year.

Vacation requests must be submitted in writing to the Executive Director or Designate. Earned vacation leave shall be taken at a time approved by the Executive Director. Annual leave shall be approved or denied in writing. If any request for leave is denied, the Employer shall provide written rationale for the denial.

13.3 **Annual Vacation Credits**

13.3.1 Overtime shall not be used in accumulation of vacation entitlements.

13.3.2 Vacation leave must be taken in the vacation year following that in which it is earned.

13.4 **Full-time and Part-time Employees**

13.4.1 Each full-time and part-time employee who completes one (1) year of service with the Employer shall be entitled to earn up to three weeks annual vacation based on hours worked in past year and pro-rated for employees who commenced employment during the vacation year. Number of hours (salary) worked multiplied by 5.7692307% (hours work x 0.057692307 = vacation earned).

a) In the event of termination prior to one (1) year of service, all employees shall be entitled to 3/52 of the total wages earned to the date of termination.

13.4.2 After ten (10) years of service, full-time and part-time employees shall be entitled to earn up to four weeks annual vacation based on hours worked in past year. Numbers of hours (Salary) worked multiplied by 7.6923076% (hours worked x 0.076923076 = vacation earned).

13.5 **Casual Employees**

13.5.1 All casual employees shall be paid 3/52 vacation pay in lieu of vacation leave, based on the total earnings, on each pay cheque.

13.5.2 After ten (10) years of service, all casual employees shall be paid 4/52 vacation pay.

13.6 **Carry-over of Annual Vacation**

An employee shall be permitted to carry over up to a maximum of 40 hours of unused vacation from one year to the next. A written request will be submitted by the employee.

13.7 **Unbroken Vacation**

An employee shall be entitled to receive vacation in an unbroken period unless otherwise requested by the employee.

13.8 **Vacation Leave Records**

A record of vacation, used and unused, will be kept by the Employer. Starting June 1, 2004 on a monthly basis each employee shall receive a statement for review and verification purposes.

13.9 **Sickness During Vacation**

If an employee becomes hospitalized while on vacation leave, on provision of a medical certificate from her physician, her vacation leave will be credited back by the Employer and the employee shall be entitled to claim against unused sick leave credits. Any credits for sick leave shall be deducted from the employee's earned sick leave benefits.

ARTICLE 14 SICK LEAVE

14.1 **Definition**

Sick leave means the period of time an employee is absent from work due to illness or accident for which compensation is not covered (payable) by *The Workers' Compensation Act*. Sick leave shall be time off with pay to the extent the employee has earned sick leave credits.

14.2 **Notification of Illness**

An employee absent from duty or leaving work due to sickness shall notify the Executive Director or designate at the earliest opportunity. **Once the employee has absented themselves from duty the employer shall not contact that employee in an effort to have the employee withdraw their request for utilization of sick leave benefits nor have the employee find their own employee replacement.**

The Executive Director or designate will assign the coverage to part time or casual personnel as per the collective agreement in regard to shift replacements.

14.3 **Accumulated Sick Leave Credits**

14.3.1 Overtime shall not be used in accumulation of sick leave entitlements.

14.3.2 Except as otherwise noted, all full-time and part-time and casual employees shall earn sick leave credits as follows:

Number of hours worked multiplied by 5.7692307% = sick leave earned to a maximum of 120 hours annually.

14.3.3 Employees will draw on sick leave credits only to the extent earned.

14.3.4 Casual employees shall not be entitled to sick leave.

14.4 **Deductions for Sick Leave**

A deduction shall be made from accumulated sick leave credits of all normal working hours, exclusive of holidays, absent for sick time.

14.5 **Proof of Illness**

A medical certificate may be required by the Executive Director from employees reporting sick for two (2) or more consecutive working days. Failure of the designated employee to provide such certificate within 5 days of the request will result in cancellation of sick leave pay.

The Employer shall pay the cost of the medical certificate.

14.6 **Leave of Absence While Sick**

Subject to periodic medical verification, the Employer shall grant leave of absence without pay to a maximum of **fifty-two (52) weeks** to an employee who has exhausted their sick-leave credits.

14.7 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer and each employee will receive a statement of sick-leave entitlement, starting June 1, 2004 on a monthly basis. The employee shall review the records and verify the information provided.

14.8 **Deductions from Sick Leave for Family Member Illness or Accident**

During an unexpected illness or accident, where an employee is required to provide for the needs of member of the employee's immediate family or a person whom the employee acts as a personal guardian by court order, an employee shall be allowed to use up to two (2) days of accumulated sick leave per illness or accident for this purpose.

14.9 **Recognition of Social Illness**

The Employer and the Union recognize that alcoholism and drug abuse cause health problems. When necessary, sick leave benefits may be granted for treatment on the same basis as now applied for other health **concerns**. An Employee whose partner is undertaking a rehabilitative program for alcoholism and drug abuse may apply for vacation time or leave of absence without pay to participate with her partner in such rehabilitative program.

Upon receiving permission of the Employer and providing other staff are on shift to provide adequate coverage without additional cost to the Employer, the employee shall be entitled to access accumulated sick leave during recovery, up to one and one-half hours per week, during working hours to attend the Twelve Step meetings. All information regarding an employee's rehabilitation shall be confidential.

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 responsibility to maintain disciplinary measures within the framework of the Collective Bargaining Agreement.

14.10 Sick Leave Credits During Leave of Absence

When an employee is given leave of absence without pay for any reason or is laid-off on account of lack of work and returns to work, upon expiration of such leave of absence, etc., she shall retain her existing accumulated sick leave credits at the time of such leave or lay-off, provided the employee returns from leave or lay-off within the confines outlined in the Collective Agreement. Credits shall be calculated as per 14.3.

14.11 Accommodate

The parties hereto, including the Employer and the Employees and the Union, agree that in respect of matters of health, there will, from time to time, be a duty to accommodate, and that such duty is the obligation of each of the parties hereto. Accordingly and consistent with all applicable Human Rights legislation, the parties hereby commit their best efforts to issue as might arise.

ARTICLE 15 LEAVE OF ABSENCE

15.1 Bereavement Leave

15.1.1 Bereavement leave with pay and without loss of benefits shall be granted to an employee. The leave shall be granted in the event of the death of an employee's spouse/partner, brother, sister, parent, child, grandparent, spouse's grandparents, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Such leave shall consist of up to 3 consecutive working days, which will not be deducted from sick-leave accumulation. Additional leave without pay may be granted at the discretion of the Executive Director.

15.1.2 An employee shall be granted an additional five (5) days unpaid leave in the case of the death of a spouse/partner, parent, mother-in-law, father-in-law, or child.

15.2 **Unpaid Leave**

15.2.1 Unpaid leave is leave of a specified duration of up to one (1) year.

15.2.2 Providing satisfactory arrangements can be made for the performance of an employee's work, definite leave of absence without pay may be granted for valid reasons to any employee by the Employer. The employee's request and the Employer's response shall be in writing. Requests for such leave shall be made one (1) month in advance of the commencement date, except in unavoidable circumstances.

15.3 **Maternity, Parental and Adoption Leave**

Employees shall be granted maternity, parental and adoption leave as stipulated under *The Saskatchewan Labour Standards Act* and any amendments thereto.

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

15.4 **Educational Leave**

Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer to a permanent employee who has passed probation, for education leave for a period up to four (4) months. Requests for periods beyond four months shall be at the discretion of the Employer.

Requests must be submitted to the Employer in writing and must specify the specifics of the course and the job relevance of the course. The Employer will evaluate the request based on factors including: length of service job relevance, budgetary restraints, and length of course.

The Employer will make every effort to accommodate an employee including granting the use of vacation leave or time off, in lieu of time worked.

15.5 **Leave of Absence for Court Duty**

An employee who is summoned to serve as a juror or is subpoenaed as a witness shall be granted an unpaid leave of absence. Employee will continue to earn seniority, sick leave, vacation pay and increments.

15.6 **Notice of Return from Leave of Absence**

An employee granted leave of absence under Articles 15.2 (Unpaid Leave) 15.3 (Maternity, Paternity and Adoption Leave) or 15.4 (Education Leave) shall provide the Employer with at least fourteen (14) calendar days' notice of their intent to return to work. At the end of the fourteen (14) days period the employee shall be returned to the permanent position they had last occupied prior to the leave of absence.

ARTICLE 16 MISCELLANEOUS

16.1 **Wage Schedule**

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

16.2 **Payment of Wages**

Permanent employees shall be paid bi-monthly on the 15th of each month, and the last banking day of each month, by direct deposit. Every employee shall receive a statement showing the gross amount earned, itemized deductions and net amount payable, i.e., holiday pay, stat, overtime, EI, CPP etc.

16.3 **Protective Clothing/Equipment Supplies**

All necessary equipment, supplies and protective clothing required to perform the job duties will be supplied the Employer and shall not be unreasonably denied.

16.4 **Increments**

Increments start from initial date of hire with the Employer. Increment dates shall not be affected by a change in classification.

When an employee's start date falls on the first (1st) to fifteenth (15th) of the month, increments are applied on the fifteenth (15th) of that month. When an employee's start date falls on the sixteenth (16th) of the month or later, increments are applied on the following month.

16.5 **Employer Required Education/Employee Education**

16.5.1 The Employer shall continue its system of on-the-job training and education, subject to available funding. Such opportunity of training shall be allocated equitably.

16.5.2 The Employer will regularly provide information of educational courses applicable to the occupations and positions in the classification groups by posting them on the Bulletin Boards or circulating to the work areas.

- 16.5.3 Permanent Part-time employees will be trained as Group Home Operators once their probationary period is completed.
- 16.5.4 Casual employees will be trained as Group Home Operators once they have completed three hundred and thirty (330) hours of work.
- 16.5.5 Where the Employer requires an employee to attend training, all hours spent at such training shall be paid for at the appropriate rate of pay.

16.6 **Employer Supplied Vehicles**

- 16.6.1 Employees are not normally required to provide or use their personal vehicle to transport participants or to conduct any business of the Employer.
- 16.6.2 The Employer shall provide appropriate vehicles at each group home and at the activity centre for employees who may be required to use a vehicle in the conduct of their duties.
- 16.6.3 The employer shall be responsible for all maintenance, fuel, licensing, insurance, etc. of all Employer supplied vehicles.
- 16.6.4 Employees using any vehicle while doing the Employer’s business must have a valid driver’s license and be approved for coverage under the Employer’s vehicle insurance policy.

16.7 **Mileage**

- 16.7.1 When an employee is requested by the Employer to use their personal vehicle, mileage will be paid at the PS/GE rate per kilometer.
- 16.7.2 Out of town trips to be made upon permission from the Executive Director.
- 16.7.3 Employees who transport participants in their personal vehicle upon the approval of the Executive Director shall be entitled to have their vehicle professionally cleaned should a participant have a bodily function mishap in the vehicle.

16.8 **Meals**

Employees will be reimbursed for meals when away from headquarters as per the following:

Breakfast	\$8.00
Lunch	\$14.00
Supper	\$19.00

Employees claiming breakfast must leave headquarters before 6:30 a.m. or return after 7:30 a.m.

Employees claiming lunch must leave headquarters before 11:30 a.m. or return after 1:30 p.m.

Employees claiming supper must leave headquarters before 5:30 p.m. or return after 6:30 a.m.

16.9 Headquarters is defined as the Town of Moosomin.

ARTICLE 17 JOB DESCRIPTIONS

17.1 Job Descriptions

17.2 Manual of Job Descriptions

Employees may review all job descriptions in the Policy and Procedures Manual. A copy of the Policy and Procedures Manual will be available to all staff, both at the day program and within the group homes.

ARTICLE 18 EMPLOYEE BENEFITS

18.1 Personal Property Loss

The Employer shall provide reasonable compensation for damage to personal effects of employees which are both reasonable and necessary to the performance of their duties, such as eye glasses, clothing and wrist watches, where those personal effects are damaged by action of a resident, provided that the employee **was** not negligent.

18.2 Benefits

The Employer agrees to make available **to all employees** the following benefits, subject to the terms of the Plans:

Group Life, Dental, Accidental Death and Dismemberment and Major Medical.

The premiums for the single rate of these benefits are 100% employer paid. Any additional cost for family coverage is paid by the employee.

Subject to eligibility under the relevant plans, casual employees shall be entitled to benefits on an individual basis. **The premiums for single rate of these benefits are 100% employer paid.** Any additional cost for family coverage is paid by the employee.

18.3 **Extended Health Benefits**

The Employer agrees to provide extended health benefits as provided by S.A.R.C. The premiums for the single rate of these benefits are 100% employer paid. Any additional cost for family coverage is paid by the employee.

18.4 **Long Term Disability**

Eligible Employees are as follows:

- i) All full-time (20 hours or more) and part-time (16 hours or more) employees per week on a regularly scheduled and continuous basis;
- ii) Long Term Disability (LTD) plan premiums are cost shared on a 50/50 basis between the Employer and the employee.

18.5 **Pension Plan**

Eligible full-time and part-time employees will participate in the existing pension plan, subject to the terms of the plan. Eligible employees contribute 4% with a 4% matching contribution from the Employer.

ARTICLE 19 HEALTH AND SAFETY

19.1 The Employer agrees to maintain an Occupational Health and Safety Committee per existing legislation. Both parties agree to follow the existing legislation pertaining to Occupational Health and Safety.

19.2 **Right to Refuse Unsafe Work**

Members have the legal right to refuse unsafe work under ***The Saskatchewan Employment Act Part Three, Division Five and Section 3-31 Right to Refuse Dangerous Work*** when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

19.2.1 **It is a shared responsibility of all staff and the employer to ensure a safe workplace. Unsafe conditions must be reported immediately to the Executive Director or Designate.**

19.3 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned without the re-assigned employee(s) are notified of the refusal.

ARTICLE 20 HARASSMENT STATEMENT

The parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use the Employer policy prior to involving outside agencies. The Employer policy shall be posted on Union Bulletin Boards.

ARTICLE 21 AGGRESSIVE PARTICIPANT CONDUCT/INCIDENTS

- 21.1 Aggressive participant conduct shall be defined as any incident which has an element of physical or verbal abuse, harassment, whether actual, threatened or implied.
- 21.2 The Employer shall provide employees with any pertinent information regarding a participant's or resident's history or potential of physical or verbal abuse or aggressive conduct.
- 21.3 The Employer shall develop and implement consistent approach strategies including proactive and reactive interventions, which have as their goal, the limiting or elimination of dangerous or challenging behaviours. This may be done in consultation with the workplace Occupational Health and Safety Committee.

ARTICLE 22 TECHNOLOGICAL CHANGE

Will be in accordance with the provisions of *The Trade Union Act*.

ARTICLE 23 DURATION OF AGREEMENT

23.1 Duration of Agreement

This Agreement will become effective on the signing date and shall continue in effect until March 31st, **2020** and shall continue automatically from year to year thereafter, unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof.

23.2 Notice to Renegotiate

Either party may, not less than **sixty (60)** days or 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 negotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

23.3 **Agreement to Continue in Force**

Where written notice has been given pursuant to Article 23.2, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

23.4 **Changes in Agreement**

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

23.5 **Changes to Agreement**

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

23.6 **Wage Re-Opener**

The parties agree that should new or additional funds be made available from the government of Saskatchewan, or any other funding agent, either party may, upon thirty (30) days' notice in writing to the other party, request to commence negotiations to amend the wages and/or benefits contained within this collective agreement. Such negotiations shall commence within thirty (30) days following submission of the request.

APPENDIX “A” – HOURLY WAGE RATES

	2015	2016	2017	2018	2019	2020
Part-time						
Start	17.23	17.23	17.57	18.45	18.45	18.45
3 months	17.33	17.33	17.68	18.56	18.56	18.56
1 year	17.53	17.53	17.88	18.77	18.77	18.77
2 years	17.73	17.73	18.08	18.99	18.99	18.99
3 years	17.93	17.93	18.29	19.20	19.20	19.20
Nights						
Start	17.63	17.63	17.98	18.88	18.88	18.88
3 months	17.73	17.73	18.08	18.99	18.99	18.99
1 year	17.93	17.93	18.29	19.20	19.20	19.20
2 years	18.13	18.13	18.49	19.42	19.42	19.42
3 years	18.33	18.33	18.70	19.63	19.63	19.63
Group Home Operator						
Start	18.48	18.48	18.85	19.79	19.79	19.79
3 months	18.48	18.48	18.85	19.79	19.79	19.79
1 year	18.68	18.68	19.05	20.01	20.01	20.01
2 years	18.88	18.88	19.26	20.22	20.22	20.22
3 years	19.08	19.08	19.46	20.43	20.43	20.43
Activity						
Start	17.63	17.63	17.98	18.88	18.88	18.88
3 months	17.73	17.73	18.08	18.99	18.99	18.99
1 year	17.93	17.93	18.29	19.20	19.20	19.20
2 years	18.13	18.13	18.49	19.42	19.42	19.42
3 years	18.33	18.33	18.70	19.63	19.63	19.63
Supported Living						
Start	17.63	17.63	17.98	18.88	18.88	18.88
3 months	17.73	17.73	18.08	18.99	18.99	18.99
1 year	17.93	17.93	18.29	19.20	19.20	19.20
2 years	18.13	18.13	18.49	19.42	19.42	19.42
3 years	18.33	18.33	18.70	19.63	19.63	19.63
Laundry						
Start	17.98	17.98	18.34	19.26	19.26	19.26
3 months	18.08	18.08	18.44	19.36	19.36	19.36
1 year	18.28	18.28	18.65	19.58	19.58	19.58
2 years	18.48	18.48	18.85	19.79	19.79	19.79
3 years	18.68	18.68	19.05	20.01	20.01	20.01

Historical Wage Increases (reference purposes only)

April 1st 2013 to March 31st 2014 0%

April 1st 2014 to March 31st 2015 .18 cents per hour

April 1st 2015 to March 31st 2016 0%

April 1st 2016 to March 31st 2017 0%

April 1st 2017 to March 31st 2018 2% retro to April 1st 2017

April 1st 2018 to March 31st 2019 5% retro to April 1st 2018

April 1st 2019 to March 31st 2020 Wage re-opener

APPENDIX “B” – HARASSMENT POLICY

It is Pipestone Kin-Ability Centre’s policy to provide a working environment that is free from harassment and is supportive of the productivity, personal goals, dignity, and self-esteem of every employee. Pipestone Kin-Ability Centre prohibits and will not tolerate personal harassment of any employee.

Pursuant to *The Occupational Health and Safety Act, 1993* (OHS Act) which was expanded October 1, 2007 to include two (2) categories:

Harassment based on Prohibited Grounds

The first category has existed in the definition of harassment since 1993 and relates to harassment based on one of the prohibited grounds.

This includes any inappropriate conduct, comment, display, action, or gesture by a person that:

- Is made on the basis of race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry, or place of origin.
- Constitutes a threat to the health or safety of the worker.

This type of harassment is prohibited in the OHS Act and *The Saskatchewan Human Rights Code*. It also extends to sexual harassment, which is conduct, comment, gesture, or contact of a sexual nature that is offensive, unsolicited, or unwelcome.

Sexual harassment may include:

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

Note that certain types of conduct, such as displaying a poster or making comments that are overheard by another worker, are not specifically directed at one (1) individual. However, such conduct is still considered harassment based on prohibited grounds. Even a single incident of inappropriate conduct relating to a prohibited ground is considered harassment.

Personal Harassment

The second category relates to personal harassment, which is not based on any of the prohibited grounds. It is sometimes referred to as “bullying”.

This includes any inappropriate conduct, comment, display, action, or gesture by a person that:

- Adversely affects a worker’s psychological or physical wellbeing.
- The perpetrator knows or ought to reasonably know would cause the worker to be humiliated or intimidated.

Personal Harassment must involve repeated conduct or a single, serious incident that causes a lasting harmful effect on the worker.

Personal harassment may include:

- Verbal or written abuse or threats.
- Insulting, derogatory, or degrading comments, jokes, or gestures.
- Personal ridicule or malicious gossip.
- Unjustifiable interference with another’s work or work sabotage.
- Refusing to work or co-operate with others.
- Interference with or vandalizing personal property.

All incidents of inappropriate conduct should be appropriately addressed to ensure that the workplace remains respectful and free of harassment.

Pipestone Kin-Ability Centre encourages reporting of all incidents of harassment, regardless of whom may be the offender.

What is Not Harassment

Day-to-day management or supervisory decisions involving work assignments, job assessment and evaluation, workplace inspections, implementation of appropriate dress codes, and disciplinary action are not considered to be harassment even if they sometimes involved unpleasant consequences.

Harassment should not be confused with social interaction. Social interaction is generally based on mutual consent, and no discrimination or harassment is involved or intended.

Other situations that do not constitute harassment include:

- Physical contact necessary for the performance of the work using accepted industry standards.
- Conduct which all parties agree is inoffensive or welcome.
- Conflict or disagreements in the workplace that are not based on one of the prohibited grounds.

For the purposes of this policy, harassment also includes retaliation against an individual for having:

- Filed a complaint on behalf of oneself or another individual.
- Participated or cooperated with any investigation under this policy.
- Been associated with a person who has invoked this policy or participated in these procedures.

Note: Good-natured jesting/joking that is enjoyed by everyone involved should not be constituted as personal harassment. The key is to be sensitive to others' feelings and to be aware of conduct that may be offensive to them.

Employer Responsibility

- Discourage and prevent harassment by making employees of Pipestone Kin-Ability Centre aware of the issues of harassment and the procedures available under this policy.
- Investigate every formal written complaint of harassment.
- Impose disciplinary measures when a complaint of employment-related harassment is found to have been substantiated.
- Assist any employee who complains of harassment by a customer or contractor of Pipestone Kin-Ability Centre.
- Review the procedures of this policy to ensure that they adequately meet the policy objectives.
- Maintain records as required by this policy.
- Allow the employee the opportunity to have Union representation during the investigation and or disciplinary action.
- Notify Union of formal harassment complaint.

Employee Responsibility

The Saskatchewan Human Rights Code and The Occupational Health & Safety Act, 1993, require that every employee refrain from causing or participating in the harassment of another employee.

- To play a part to ensure that our working environment is free from harassment.
- To avoid conduct that might be considered harassment.
- Is encouraged to notify the Supervisor when the employee believes that another employee has experienced or is experiencing harassment.
- To not make false or malicious allegations of harassment.
- Malicious accusations may lead to disciplinary action.

What the Employee Should Do If He/She Believes He/She is Being Harassed

If an employee perceives that he/she is the subject of harassment as defined by the prohibited grounds, he/she is advised to proceed as follows:

- The employee should make the disapproval and /or uneasiness known to the alleged harasser immediately. He/she should tell the person firmly that he/she does not welcome or approve of the behaviour and tell him/her to STOP. In some cases, the individual may not be aware the behaviour is offensive. The employee should tell the alleged harasser why the conduct is offensive. This can be done verbally or by letter.
- If the employee is unsure or uneasy about making contact with the alleged harasser, he/she should ask for assistance from his/her immediate Supervisor or a member of the Management Team.
- If the incidents continue, the employee should keep a written record of dates, times, the nature of the behaviour, and witnesses, if any.
- If the employee does not want to bring the matter directly to the attention of the person responsible, or where he/she tries this approach and its results do not satisfy him/her, he/she should seek the advice of the Executive Director.
- Does not preclude the right of the complaint to access outside agencies, if they deem it appropriate.

Confidentiality

Pipestone Kin-Ability Centre understands that it is difficult to come forward with a complaint of harassment and recognizes a complainant's interest in keeping the matter confidential. We also acknowledge and are sensitive to persons alleged to be harassers.

Therefore, the names of a complainant, the alleged harasser(s), or the circumstances related to the complaint will not be disclosed to any person except where it is necessary for the purposes of investigating the complaint, taking disciplinary measures, or otherwise required by law. This would include, for example, confronting the person(s) alleged to have engaged in the harassment or interviewing a witness to it. It would also include providing relevant information to the Saskatchewan Human Rights Commission or Occupational Health & Safety should a complaint be filed.

What Pipestone Kin-Ability Centre Must Do

- Complaints of harassment will be handled immediately and discretely and in a manner designed to maintain the dignity of and respect for the complainant and the alleged harasser.
- A complaint of harassment, whether informal or formal, is to be brought to the attention of the Executive Director. The Executive Director will designate a person to act as investigator to investigate such complaints.
- The investigator will be responsible for conducting an investigation, and may at her discretion, involve other persons to assist in the investigation. If, in the opinion of the Investigator, the nature of the alleged incident of harassment violates the *Criminal Code of Canada*, Pipestone Kin-Ability Centre will report the incident to the police.

The Investigator Will

- Meet with the complainant and seek specific information on the situation. The complainant will be advised of his/her right to:
 - File a written complaint.
 - Withdraw from any further action in connection with the complaint at any stage, although Pipestone Kin-Ability Centre may continue to investigate the complaint.
 - File a complaint with the Saskatchewan Human Rights Commission or the Occupational Health & Safety Branch of the Department of Labour.
 - Where appropriate, exercise any other legal rights under the Criminal Code of Canada.
- Ensure that the complainant understands the investigation process as outlined below.
- Promptly inform the alleged harasser that a complaint has been made and explain to the alleged harasser the nature and substance of the complaint to ensure that he or she has a clear understanding of the allegations as they are known
- Interview the alleged harasser to obtain as much information as possible with respect to the allegations.
- Conduct an informal mediation process to determine if there can be a mutually acceptable resolution of the complaint without further process or investigation. If resolution is reached by informal mediation, the Investigator shall prepare and have the parties sign a report form. The copy of the report will be filed in a secure and confidential location.
- Initiate a formal investigation of the complaint if there is no resolution through mediation. This will include obtaining additional evidence from any witnesses, including other employees, while disclosing as little as possible about the complaint and related facts.
- Prepare a written report to the Executive director that outlines the background and make recommendations for resolution of the matter once the investigation has been completed.

The Investigator and the Executive Director will review the investigation report and decide on the appropriate action to be taken. A legal opinion may be obtained.

The complainant and the alleged harasser will receive written confirmation of the conclusions.

Discipline

- Upon completion of the investigation, an employee who was found to commit harassment will be disciplined, which could include termination.
- Any employee in a supervisory position who receives a complaint alleging harassment and who fails to take corrective action pursuant to this policy may also be subject to disciplinary action.

- No disciplinary action will be taken against a complainant unless the investigation has found that the original complaint was unfounded or was made for a malicious purpose.
- Persons interviewed during an investigation will be advised of the results of the investigation, but not in detail.

LETTER OF UNDERSTANDING - BENEFITS

The parties agree to discuss options to provide the employees a better benefit package for the amount of funding available.

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

Signed on behalf of:
Pipestone Kin-Ability Centre, Inc.

Original Signed By

Tanis Peppin
Bargaining Unit Chairperson

Original Signed By

Kelly Delmage
Executive Director

Original Signed By

Santanna Balogh
Bargaining Unit Member

Original Signed By

James Frape
Board Chairperson

Original Signed By

Sandy Davidson
Bargaining Unit Member

Original Signed By

Sasha Chychul
Program Director

Original Signed By

Joe Pylatuk
Labour Relations Officer

Signed this 15 day of August 2019.

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and PIPESTONE KIN-ABILITY CENTRE INC., hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 15 day of August 2019.

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

Signed on behalf of:
Pipestone Kin-Ability Centre, Inc.

Original Signed By

Tanis Peppin
Bargaining Unit Chairperson

Original Signed By

Kelly Delmage
Executive Director

Original Signed By

Santanna Balogh
Bargaining Unit Member

Original Signed By

James Frape
Board Chairperson

Original Signed By

Sandy Davidson
Bargaining Unit Member

Original Signed By

Sasha Chychul
Program Director

Original Signed By

Joe Pylatuk
Labour Relations Officer

Signed this 15 day of August, 2019.