

SASKATOON OPEN DOOR SOCIETY INC.

April 1, 2017 –

March 31, 2020



Saskatoon
Open Door
Society

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE SASKATOON OPEN DOOR SOCIETY INC.
AND
SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5291
APRIL 1, 2017 TO MARCH 31, 2020**

TABLE OF CONTENTS

	PAGE
ARTICLE 1	SCOPE 2
ARTICLE 2	DEFINITIONS 2
ARTICLE 3	MANAGEMENT RIGHTS 3
ARTICLE 4	UNION SECURITY PROVISIONS 4
4.1	Employer Recognition of the Union..... 4
4.2	Union Membership 4
4.3	Check-Off 4
4.4	Monthly Statement 5
4.5	Income Tax (T-4) Slips 5
4.6	Employee Orientation..... 5
4.7	Refusal To Cross Picket Line 5
ARTICLE 5	CONTRACTING OUT 5
ARTICLE 6	NO DISCRIMINATION 6
ARTICLE 7	PERFORMANCE APPRAISALS 6
7.2	Counseling and Employment Coaching 6
7.3	Performance Improvement Plan..... 6
ARTICLE 8	GRIEVANCE PROCEDURE 6
8.1	Preamble..... 6
8.2	Definition of a Grievance 7
8.4	Grievance Procedure - Formal Process 8
8.5	Arbitration..... 9
8.6	Employee Expenses 9
8.7	Time Limits..... 9
8.8	Procedure..... 10
8.9	Full Disclosure of Information..... 10
8.10	Union Grievance/Group Grievance 10
ARTICLE 9	PROGRESSIVE DISCIPLINE 10
9.1	Preamble..... 10
9.2	Principles of Progressive Discipline 11
9.3	Records of an Employee 11
9.4	Demotion..... 12
9.5	Notice of Dismissal..... 12
ARTICLE 10	SENIORITY 12
10.1	Accrual and Maintenance of Seniority 12
10.2	Loss of Seniority..... 13
10.3	Seniority Lists..... 13
ARTICLE 11	STAFFING 14
11.1	Position Designations..... 14
11.2	Job Postings..... 14
11.3	Qualifying for Positions 15

TABLE OF CONTENTS

	PAGE
11.4	Employees Allowed Leave to Attend All Interview..... 16
11.5	Maximization of Part-Time Hours..... 16
ARTICLE 12	PROBATION..... 16
12.1	Probation on Initial Hiring..... 16
12.2	Completion of Probation..... 17
12.3	Subsequent Probation..... 17
ARTICLE 13	JOB ABOLITION, LAY-OFF AND RECALL 17
13.1	Definition..... 17
13.2	Lay-off in Reverse Order of Seniority..... 18
13.3	Employer to Inform Union..... 18
13.4	Notice of Lay-off..... 18
13.5	Method of Bumping..... 19
13.6	Recall Procedure..... 19
ARTICLE 14	HOURS OF WORK..... 20
14.1	Administrative Support Employees..... 20
14.2	Early Childhood Educators..... 22
14.3	Counselors, Team Leaders and Supervisors..... 24
14.4	Teachers..... 26
14.5	Call-back..... 28
ARTICLE 15	DESIGNATED HOLIDAYS 28
15.1	Designated Holidays..... 28
15.2	Designated Holiday on a Day of Rest..... 28
15.3	Work on a Designated Holiday..... 28
ARTICLE 16	VACATION AND LEAVES OF ABSENCES..... 28
16.2	Vacation Year..... 29
16.3	Carry-Over of Vacation..... 29
16.4	Vacation Schedule..... 29
16.5	Vacation Pay on Termination..... 30
16.6	Vacation Assignment..... 30
16.7	Application for Vacation Leave..... 30
16.8	Personal Days..... 30
16.9	Bereavement Leave..... 31
16.10	Pressing Necessity Leave with Pay..... 31
16.11	Unpaid Parenting Leave..... 31
16.12	Union Leave..... 31
16.13	Unpaid Leave of Absence..... 32
16.14	Extended Leave..... 32
16.15	Reinstatement from Leave..... 33
16.16	Benefits While on Leaves of Absence..... 33
ARTICLE 17	SICK LEAVE..... 33
17.2	Notification of Illness..... 34
17.3	Medical Certificate..... 34

TABLE OF CONTENTS

	PAGE
17.4	Unpaid Leave for Prolonged Illness 35
17.5	Sick Leave Records 36
17.6	Recognition of Social Illness 36
ARTICLE 18	WORKERS' COMPENSATION 36
ARTICLE 19	PAY ADMINISTRATION..... 37
19.1	Wage Schedule..... 37
19.2	Pay Calculation 37
19.3	Hiring Rates 37
19.4	Pay Periods..... 37
19.5	Statement of Earnings..... 38
19.6	Pay on Movement to a New Position 38
19.7	Temporary Performance Of Higher Duties 39
ARTICLE 20	JOB CLASSIFICATION..... 39
20.1	Maintaining a Classification Plan..... 39
20.2	Changes in Classification New Classes of Positions..... 40
20.3	Changes to Existing Classifications/Positions 40
20.4	Downward Classification 41
20.5	Resolution of Disputes 41
ARTICLE 21	BENEFITS 41
21.2	Long Term Disability Plan 41
21.3	Professional Development 42
21.4	Registered Savings Plan (RSP) 42
21.5	Criminal Records Check 43
21.6	Long Term Service Appreciation Award 43
ARTICLE 22	SUSTENANCE/MILEAGE/EXPENSES 43
22.2	Use of Private Vehicles on Employer Business..... 43
ARTICLE 23	TECHNOLOGICAL CHANGE 43
ARTICLE 24	OCCUPATIONAL HEALTH AND SAFETY 44
ARTICLE 25	HARASSMENT IN THE WORKPLACE..... 44
ARTICLE 26	PRO-RATA CLAUSE 44
ARTICLE 27	JOB SHARING 44
27.9	Conditions of Employment 45
ARTICLE 28	TERM EMPLOYEES, TEMPORARY EMPLOYEES AND CASUAL EMPLOYEES..... 46
ARTICLE 29	DURATION OF AGREEMENT 47
29.1	Duration 47
29.2	Notice of Changes..... 48
APPENDIX A	WAGE SCALE 49

TABLE OF CONTENTS

	PAGE
Letter of Understanding.....	50
Re: Case Management.....	50
Letter of Understanding.....	53
RE: Payroll System	53
Letter of Understanding.....	54
RE: Vacation for Current Employees Who Have Already Passed Probation	54

ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 20 day of July, 2017.

between

SASKATOON OPEN DOOR SOCIETY, INC.
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

PREAMBLE

Whereas it is the desire of both the parties to this Collective Bargaining Agreement to:

- a) Promote cooperation and understanding between the Employer and the employees, to ensure that harmonious relations are maintained and improved and to promote the well-being and safety of the employees included in the Bargaining Unit;
- b) Recognize the multi-cultural and multi-lingual aspects of the Saskatoon Open Door Society and to embody sensitivity to multi-cultural and multi-lingual issues;
- c) Recognize and make allowances for workplace situations and concerns that arise from the unique multi-cultural and multi-lingual make-up of the workforce of the Saskatoon Open Door Society;
- d) Recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment and the continuous improvement of service to the clients;
- e) Provide services that are effective, responsive and respectful; and
- f) Maintain the viability of the Society and the integrity of services.

It is on these principles that the parties to this Agreement enter into, establish and agree to the following terms:

ARTICLE 1 SCOPE

- 1.1 The terms of this Agreement shall apply to all employees of the Employer, excluding the Executive Director, Language Training Manager, **Childcare Manager**, Employment Services Manager, Settlement and Family Support Manager, Settlement and Community Support Services Manager, Finance Manager, Human Resource Manager, Executive Assistant, **Marketing and Communication Coordinator, Compensation and Benefit Coordinator, Training and Development Coordinator, Operations Clerk, Accounting Technician**, Accountants and the Caretaker and any other positions that may be agreed upon during the term of this Agreement.

ARTICLE 2 DEFINITIONS

- 2.1 “Casual Employee” are defined as employees who work on a casual, call-in emergent as-needed basis and who work hours assigned by the Employer.
- 2.2 “Classification Plan” is a list of the classifications and jobs within the Bargaining Unit as set out in Appendix A to this Agreement.
- 2.3 “Definite Leave” means those leaves of absence outlined in Article 16 Vacation **and Leaves of Absences** and Article 17.1 Sick Leave, excluding Article **16.14 Extended** Leave. Permanent full-time and permanent part-time employees who access these leaves continue to maintain their positions.
- 2.4 “Demotion” means an employee assumes a position that has a lower maximum hourly rate of pay.
- 2.5 “Employee(s)” means all employees covered by the provisions of this Agreement.
- 2.6 “Employer” means the Saskatoon Open Door Society Inc.
- 2.7 “Executive Director” means the Executive Director of the Saskatoon Open Door Society Inc.
- 2.8 “Fiscal Year” means April 1st of one year to March 31st of the following year.
- 2.9 Gender – Use of the pronouns she, her, hers, he, his and him includes a reference to persons of the opposite gender wherever the facts or context so requires.
- 2.10 “**Extended** Leave” as outlined in Article **16.14** means leaves in Article 17.4. Unpaid leave for prolonged illness and Article 18 extended WCB leave and **16.14**.

- 2.11 “Knowledge, skills and abilities (KSA’s)” means the knowledge, skills, abilities, qualifications, experience and personal attributes that are critical to the successful appointment to a position.
- 2.12 “Permanent employees” are defined as employees who encumber positions that are deemed to be ongoing from year to year.
- 2.12.1 Permanent Full-Time Employees work the maximum hours as defined in Article 14 - Hours of Work.
- 2.12.2 Permanent Part-Time Employees work less than the maximum hours as defined in Article 14 - Hours of Work.
- 2.13 “Programming Break” is the suspension of program delivery activity for a specified period of time determined by the Employer that does not constitute a lay-off.
- 2.14 “Promotion” means an employee assumes a position that has a higher maximum hourly rate of pay.
- 2.15 “Temporary employees” are employees who are hired on a temporary basis to an encumbered position and have an anticipated term of two (2) years or less, unless agreed to by the parties.
- 2.16 “Term employees” are employees who are hired on a temporary basis to an unencumbered position and have a specific fixed term.
- 2.17 “Union” means the Saskatchewan Government and General Employees’ Union (SGEU).
- 2.18 Regular Teacher – is a teacher employed to work within the Language Training Unit.
- 2.19 Other Than Regular Teachers – resource teachers, substitute teachers, and teachers in other program units.
- 2.20 **Core hours are the hours Monday to Friday during which employees normally work and are available to clients; recognizing that there is programming that takes place outside of these hours during which employees are required to work.**

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Union acknowledges that it is the right of the Employer to manage the operation and workforce in all respects unless specifically limited by the terms of this Agreement.

ARTICLE 4 UNION SECURITY PROVISIONS

4.1 Employer Recognition of the Union

- a) The Employer agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Collective Bargaining Agreement and agrees to negotiate with the Union or its designated representatives on matters relating to conditions of employment, rates of pay, and hours of work except as excluded in Article 1.
- b) No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of this Collective Agreement.
- c) The parties agree to establish a Union-Management Committee consisting of two (2) Management representatives and two (2) Union representatives. The parties agree to adopt a co-operative approach to solving problems.
- d) The Employer agrees that a copy of any correspondence between the Employer or designate and any employee pertaining to the interpretation, administration, or application of this Agreement shall be forwarded to the Chairperson of the Union Bargaining Committee and Union office.

4.2 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) calendar days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate Bargaining Unit who is not required to maintain membership 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.

4.3 Check-Off

The Employer agrees to deduct on behalf of the Union when requested in writing by the employee and accompanied by signed authorization cards, all initiation fees, monthly dues, assessments and levies, from and on behalf of all employees who are members of the Union from the employee's regular pay cheque. The Employer shall remit such deductions to the Executive Director of Operations of the Union prior to the twentieth (20th) day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classification and home addresses of employees from whose wages the

deductions were made. Where the Union seeks to change the amount of these deductions, it shall provide the Employer at least thirty (30) calendar days advance written notice of such change.

4.4 Monthly Statement

A monthly statement shall also be forwarded to the Executive Director of Operations of SGEU showing the names of all new employees covered by this agreement, hired during the month, their date of hire, and the names of all employees who have terminated employment, and their date of severance.

4.5 Income Tax (T-4) Slips

The Employer agrees to record all Union dues paid in the previous year on the employee's annual T-4 slip.

4.6 Employee Orientation

The Employer shall notify the Chief Steward of all new employees hired. Each new employee shall be advised that a Collective Agreement is in effect, that union membership is required as a condition of employment as defined by the Trade Union Act, and advise the employee of the name of the Chief Steward.

Within thirty (30) calendar days of being notified, a representative of the Union shall be given thirty (30) minutes at a mutually agreeable time during working hours to acquaint new members with the Union.

Copies of the Collective Bargaining Agreement will be made available to the employee by the Union for employee orientation.

4.7 Refusal To Cross Picket Line

No employee shall be required to cross a picket line if other accommodations can be made. The Employer will not require employees to perform the duties of striking workers in any other organization, unless otherwise agreed to by the parties.

ARTICLE 5 CONTRACTING OUT

5.1 The Employer will not be restricted from practices of contracting out. However, the Employer will not contract out if the contract results in the lay-off of an existing employee as per Article 13 (Lay-off). Where there is a lack of skill in the Bargaining Unit, the Employer may contract out the work.

If the proposed contract is due to a lack of skill in the Bargaining Unit and is for more than three (3) months the parties will meet to review the feasibility of developing skills within the Bargaining Unit.

ARTICLE 6 NO DISCRIMINATION

6.1 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion by reason of age, colour, race, creed, national ancestry, disability, physical size, sex, political activity, religious affiliation, marital status or sexual orientation nor by reason of membership or activity in the Union, place of origin, place of residence, family relationship.

ARTICLE 7 PERFORMANCE APPRAISALS

7.1 The parties agree that performance appraisals are used as a tool to evaluate the employees' performance and are not to be used as a disciplinary measure. Performance appraisals are to be used for positive improvements, goal setting, career improvement, identifying training needs and issues related to strengths and weaknesses in the performance.

7.2 Counseling and Employment Coaching

- a) The Employer and the Union recognize the difference between discipline and employment coaching, and nothing is intended to restrict the Employer's right to counsel.
- b) The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the concern, except in the case where the employee has been suspended or dismissed. The employee shall have the right to have a Union representative present at all meetings where the Employer is endeavoring to coach or counsel the employee in relation to their employment.

7.3 Performance Improvement Plan

When an employee shows a pattern of unsatisfactory work performance, the Employer and employee will meet. From that meeting the Employer will develop a structured plan that identifies objectives, and steps to achieve the objectives, measure progress at specific intervals and note completion of objectives.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Preamble

The parties are committed to establishing a positive working relationship and to solving problems as fairly and promptly as possible without the involvement of third parties. Employees will meet first with their manager before speaking with the Human Resource Manager or Union Rep. The parties will make an earnest effort to solve problems before

they reach the grievance stage. This should not be taken to mean that the Managers and employees cannot involve Union Stewards to help resolve difficulties; on the contrary, the parties welcome open, constructive dialogue to help achieve swift, effective and lasting solutions to workplace problems.

8.2 **Definition of a Grievance**

A grievance is defined as any difference, disagreement or dispute between the Employer and the employee(s) or the Union, concerning the application or interpretation of this Agreement.

8.3 **Representation Rights**

Recognition - The Employer recognizes the Steward(s) as designated representatives, elected by the Union. The Union will notify the Employer, in writing, of the name of each Steward, on an annual basis.

- a) Meeting with the Employee - Any employee who feels aggrieved has the right to request permission from his/her Supervisor/Team Lead/Manager to leave work temporarily, in order to discuss the complaint with a Union representative within the facility. Neither the employee nor the Union representative shall suffer a loss of pay. Suitable arrangements for an appropriate time and private place shall be made with the Manager or designate. The Employer shall allow Union Steward to investigate disputes during work time at the work site. These investigations shall not unreasonably interfere with the operations of the Society and permission for them shall not be unreasonably withheld. The Union shall endeavour to limit such investigative meetings to fifteen (15) minutes of paid time; however, it is recognized that in certain circumstances more time may be needed.
- b) Meeting with the Employer - The Employer recognizes the right of employees to be represented and agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay. Any member of the paid staff of SGEU may attend a grievance meeting.
- c) In any instance where it is reasonable to anticipate that discipline may arise, the Employer shall advise the employee of their right to have a Steward present. If the employee declines the right to representation, they shall do so in writing, and such statement shall be conveyed to the Chief Steward.

Grievance Procedure - Formal Process

The parties are committed to attempt to resolve complaints in a good faith manner where possible prior to resorting to the grievance process.

a) **Step 1 – Manager**

The grievance shall be submitted in writing to the immediate Manager within thirty (30) calendar days of the occurrence of the matter leading to the grievance, **or the time that the employee should reasonably have become aware of the grievance.**

The Manager will hear the grievance and submit a decision in writing by letter to the grievor, the Steward and the Union within thirty (30) calendar days.

b) **Step 2 – Human Resources Manager**

If a satisfactory settlement is not reached at Step 1, the Union may, within thirty (30) calendar days of receiving the written response at Step 1, advance the grievance to the Human Resources Manager. A Step 2 meeting will be scheduled at a time agreed to by the parties within thirty (30) calendar days of receiving the Step 1 response. The Human Resource Manager on behalf of the Employer will render a decision to the Union in writing within thirty (30) calendar days of the meeting held to discuss the grievance at Step 2. Either party may extend timelines by mutual agreement.

c) **Step 3 – Mediation**

Failing satisfactory settlement of the grievance at Step 2 the parties will agree to refer, within fourteen (14) days, the matter to mediation using the service of Labour Relations and Mediation Branch of the Ministry of Labour Relations and Workplace Safety.

d) **Case Management Arbitration**

Case management will be used in all cases where it is appropriate, where it is agreed to by both parties. In exceptional cases, case management will be bypassed and proceed to Arbitration as per Article 8.5.

8.5

Arbitration

Provided the Union has within thirty (30) calendar days of receiving the response at Step 3 advanced the grievance to arbitration, the parties shall mutually agree upon an arbitrator who shall be appointed to hear and resolve groups of grievances.

a) **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.

b) **Decision of the Arbitrator**

The Arbitrator shall render a final and binding decision within thirty (30) calendar days of the end of the hearings.

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.

c) **Expenses of the Arbitrator**

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

8.6

Employee Expenses

In the event that an employee is called as a witness in an Arbitration Board, 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. If called by the Union, union leave with pay. All expenses paid by the Union.
- b) If called by the Arbitrator, the parties shall share equally the costs.

8.7

Time Limits

The parties agree to abide by the time limits specified in Article 8 unless otherwise mutually agreed.

8.8 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.

8.9 Full Disclosure of Information

The parties to the grievance process shall provide full disclosure of information available regarding the grievance at each step of the grievance procedure.

8.10 Union Grievance/Group Grievance

The Union and its representatives shall have the right to initiate a grievance on behalf of the Union. When mandated by circumstances, the Union may initiate a grievance on behalf of an employee.

ARTICLE 9 PROGRESSIVE DISCIPLINE

9.1 Preamble

- a) Both parties agree that the Employer will make reasonable effort to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action. The Employer will meet with the employee, and other employees it deems relevant, to gather sufficient comprehensive understanding of the issue.
- b) The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c) Where the Employer intends to formally discipline an employee; such action shall take place at a private meeting where the employee shall be accompanied by a Union Steward or staff representative of the Union, unless they refuse in writing. If Union representation is refused, the Employer shall provide the Chief Steward a written confirmation.
- d) Prior to implementing any disciplinary action, the Employer shall conduct a reasonable investigation. The Employer will meet with the employee to give them the opportunity to explain their actions or inactions prior to the disciplinary meeting. The employee shall have the right to be accompanied by a Union representative.

Should the employee waive such Union representation they shall sign a document to this effect.

- e) The Employer recognizes that information gathering processes and disciplinary processes are different and are to be kept separate as outlined in Article 9.1.

9.2 Principles of Progressive Discipline

The parties to this Agreement recognize the following steps:

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

However, in extraordinary circumstances, the Employer reserves the right to invoke disciplinary action commensurate with the circumstances.

9.3 Records of an Employee

- a) The Employer will provide the Union and the employee with a letter outlining the reasons for discipline or dismissal. A copy of said document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be supplied concurrently to the employee and, upon request by the employee, to the Union.
- b)
 - i) Employees have the right to view their personnel file in the presence of the Human Resource Manager or the Executive Director.
 - ii) With written authorization for each viewing along with reasonable notice to the Employer, the employee and their union rep shall have access to view the employee's file.
- c) Two (2) years, **excluding unpaid leaves of longer than one (1) week**, following discipline, the Employer shall remove the written documentation regarding the specific incident that led to discipline from the employee's personnel file, if no further disciplinary action was noted. The employee will be informed in writing when documents are removed.
- d) Employee performance appraisals including probationary reviews will not be removed from the personnel file.

9.4

Demotion

- a) When the Employer has just cause for dismissing an employee, the Employer may demote the Employee as an alternative to dismissal.
- b) **If the demotion is at the employee's request, the employee shall put the request in writing.**
- c) **No demotions due to performance issues will take place until the Employer and Union have met and considered alternatives.**

9.5

Notice of Dismissal

Employees who are dismissed for just cause will not receive notice or payment in lieu of notice, unless otherwise negotiated between the parties in the settlement of a grievance.

ARTICLE 10 SENIORITY

Seniority is defined as the length of an employee's continuous employment within the Bargaining Unit.

Seniority shall be calculated from the initial date of hire, after successful completion of an initial probationary period, subject to the following:

- a) Article 10.1 Accrual and Maintenance of Seniority
- b) Article 10.2 Loss of Seniority
- c) Conversion to Commencement Date Seniority as of July 15, 2005.

No more than one (1) year of seniority shall be accrued in any calendar year. Once the probationary period has been successfully completed, seniority shall be calculated retroactive to the date of hiring.

10.1

Accrual and Maintenance of Seniority

Seniority shall be maintained and accrue during:

- a) All periods of paid and unpaid leave.
- b) Parental leaves.
- c) Appointment to an out-of-scope position temporarily.
- d) Full duration of Workers' Compensation Leave.

- e) Lay-off for twenty-four (24) consecutive months without being assigned work.
- f) Periods of unpaid leave for prolonged illness, in which case the employee will not earn sick leave, pressing necessity or vacation credits.

10.2

Loss of Seniority

An employee shall lose seniority if the employee:

- a) Is dismissed for just cause, and not reinstated.
- b) Is laid-off for more than twenty-four (24) consecutive months without being reassigned work.
- c) Voluntarily terminates or abandons his/her job.
- d) Completes a term or temporary appointment and without renewal of the term or temporary employment within ninety (90) calendar days.
- e) Is absent from work for three (3) consecutive working days without authorization and fails to provide a satisfactory reason for such absence, bearing in mind circumstances that may be beyond the employee's control, may prevent him/her from contacting the Employer.

10.3

Seniority Lists

- a) The Employer shall prepare and post the seniority list by April 30th and October 31st of each year. Such list will include the accrued seniority of each employee up to March 31st and September 30th. A copy of the list shall also be provided each year to the Chief Steward, Bargaining Chair and the Union Office.
- b) Employees will be allowed to challenge the accuracy of their seniority during the months of May and November. All challenges are to be submitted in writing to the Human Resources Manager for an assessment and must provide satisfactory proof of error. Where satisfactory proof of error is provided, the error will be corrected and an updated list will be posted.

ARTICLE 11 STAFFING

11.1 Position Designations

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

- a) Permanent full-time, or
- b) Permanent part-time, or
- c) Temporary, or
- d) Term, or
- e) Casual

11.2 Job Postings

- a) When a new position is created or when a vacancy occurs that the Employer wishes to fill which is for a duration of six (6) months or longer, the Employer shall post notice of the position internally for five (5) working days, unless the Employer and the Union agree to a longer or shorter period.

The Employer commits that all positions that are expected to last longer than six (6) months shall be posted, and that positions that initially are offered for less than six (6) months, but which are extended beyond six (6) months, shall be posted.

Where a qualified internal applicant is unlikely, the Employer will post externally simultaneously.

- b) A copy of each posting will be posted in the workplace and a copy of each posting will be sent to the Chief Steward on the date of the posting.
- c) During the five (5) day period, the Employer will make every reasonable effort to inform employees by mail or email of such postings where employees are temporarily absent from work for reasons of vacation, sick leave, leave of absence, on lay-off or because they are casual employees who are not scheduled to work during the posting period. It is the employee's responsibility to maintain a current mailing or email address with the Employer for such purposes.

d) Information in Posting

Each posting shall contain the following, however, the information contained may be subject to change:

- i) Name of position,
- ii) Classification of position,
- iii) Brief description of core job results,
- iv) Knowledge, skills and abilities, qualifications and experience required,
- v) Salary range,
- vi) Hours of work,
- vii) Status of position,
- viii) Deadline for applications,
- ix) Expected start date,
- x) and any other pertinent information.

11.3

Qualifying for Positions

The Employer will determine the necessary qualifications, experience, knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting.

Selection Process

- a) The Employer shall notify the Chief Steward of the names and seniority of applicants for a position, five (5) working days prior to the selection.
- b) The Employer shall invite the Chief Steward to the screening meeting to assist in determining the list of candidates to be interviewed. In the event interviews are held where there are internal applicants, the Chief Steward shall be provided with a list of interview questions and may observe the interview process; returning the list of questions to the Human Resources Manager at the end of the interviews. The Chief Steward may designate another Union rep to fulfill these functions in the event of absence or conflict.
- c) The Employer will appoint the senior qualified applicant based on the Employer determined KSA's as per Article 11.3.

When a person is appointed to a position for a term that does not require a posting the Employer will do their due diligence to appoint one with minimum required KSA's for the position.

If circumstances force the Employer to hire a person for an appointed position who does not possess the required KSA's, then their services and seniority in the position will not count as experience toward filling the position if the position is extended and requires a posting.

- d) The Employer will provide the Chief Steward with the name of the successful applicant within five (5) days of the decision to appoint.
- e) **An internal employee will be qualified to a higher level (ECE II or III) based on an exemption only once. Failure to complete their training for the higher level, prior to the expiry of the exemption, will result in the employee being placed to their former level and they will no longer be qualified to be promoted based on an exemption.**
- f) **Any internal ECE applicant must have the qualifications required (exemptions included) for the full duration of the term.**

11.4 **Employees Allowed Leave to Attend All Interview**

Employees shall be allowed to attend all interview processes conducted by the Employer without loss of pay.

11.5 **Maximization of Part-Time Hours**

Notwithstanding the Employer's right to assign work, when there is an increase in work the Employer will give consideration to assigning hours to existing part-time employees, on a senior qualified basis, prior to hiring additional staff.

ARTICLE 12 PROBATION

12.1 **Probation on Initial Hiring**

- a) Newly hired employees shall serve an initial probationary period of eighty (80) days worked **(one hundred (100) days for Team Leader/Supervisors)** from the date the employee commences employment.
- b) At the start of the probationary period, employees will be advised of expectations regarding standards of performance by their Unit Manager, Team Leader or Supervisor. Should the Employer decide to terminate the employee, the employee will be given the reasons prior to their termination and an opportunity to respond.

- c) By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended up to an additional sixty (60) days worked.
- d) Only one (1) probationary period shall be served in any one (1) position.
- e) Days worked shall be defined as days that the employee is paid not including leaves such as sick leave or vacation leave.

12.2 **Completion of Probation**

When the Employer does not terminate or extend the probation before the end of the probationary period, the employee will be deemed to have successfully completed the probationary period.

12.3 **Subsequent Probation**

- a) An employee who has served an initial probationary period shall have a subsequent probationary period of sixty (60) days worked **(seventy (70) days for Team Leader/Supervisor)**, when assuming a new position within the Organization.
- b) **Only one (1) probationary period shall be served in any one (1) position.**
- c) At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing for just cause, in which case the employee will revert to the most recently held position without loss of any benefits that may have been earned had the new position not been assumed. By mutual agreement, the employee may revert to a similar position at the same step in the salary range, subject to any increments that would have earned had the new position not been assumed.
- d) By mutual agreement of the parties to this Agreement, the subsequent probationary period may be extended up to an additional forty (40) days worked.

**ARTICLE 13 JOB ABOLITION, LAY-OFF AND RECALL
(Permanent Full-time and Permanent Part-time Employees)**

13.1 **Definition**

Lay-off shall be defined as the abolition of a position or a reduction in an employee's regularly scheduled hours of work subject to the following conditions:

- a) Any permanent abolition of a job; or

- b) Any reduction of ten percent (10%) or more, or four (4) hours per week, which ever is greater, that lasts more than three (3) calendar months.
 - i) Programming breaks of less than nine (9) weeks in each fiscal year and the termination of term and temporary appointments do not constitute lay-off and are excluded from the provisions of this Article.
 - ii) Casual employees are not covered by this Article.

13.2 **Lay-off in Reverse Order of Seniority**

In the event of job abolition or lay-off, the Employer will attempt to lay off employees in reverse order of seniority within their own classification; subject to the employees possessing the KSA's required to operate the Society. When lay-offs occur, the Employer shall take into consideration operational requirements with regard to specific skills as well as the employee possessing the required KSA's.

13.3 **Employer to Inform Union**

The Employer shall inform the Union of possible lay-offs as far in advance as possible.

13.4 **Notice of Lay-off**

Notice of lay-off or pay in lieu of notice where no work is available shall be given to permanent full-time and permanent part-time employees who have successfully completed their initial probation as follows:

- a) One (1) week written notice, if the period of employment is less than one (1) year.
- b) Two (2) weeks written notice, if the period of employment is one (1) year or more but less than three (3) years.
- c) Four (4) weeks written notice, if the period of employment is three (3) years or more but less than five (5) years.
- d) Six (6) weeks written notice, if the period of employment is five (5) years or more but less than ten (10) years.
- e) Eight (8) weeks written notice of the period of employment is ten (10) years or more.

The employee shall notify the Employer within seven (7) days of receiving their lay-off notice whether he/she decides to:

- f) Be laid off,
- g) Exercise his/her bumping rights,

- h) If no response is received within this period, the employee shall be deemed to have declined the option to bump.

13.5

Method of Bumping

- a) Upon receipt of notice of the employee's intention to bump, the Employer will, within three (3) working days, present the employee with an offer of a position to bump into.
- b) Bumping offers shall be made by the Employer first within the employee's own classification and status, subject to seniority provided the employee possesses the required KSA's for the position offered and the needs of the Society. Bumping is dependent upon operational requirements and consideration of specific skills. Where bumping is not possible within that classification the Employer shall make a determination of qualification for other classifications.
- c) In instances where a temporary position exists that represents a better bump option than the permanent options available, an employee may elect to bump into a temporary position. In these instances, when the temporary position ultimately terminates, the Employee shall be placed on the re-employment list in accordance with Article 13.6.
- d) An employee will have three (3) working days to consider the offer of a position. The three (3) day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three (3) day period, it will be deemed the employee has declined the offer. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- e) If an employee does not accept an offer of a position in the bumping order, the employee will be deemed to have declined the option to bump.

13.6

Recall Procedure

- a) An employee who is laid-off shall be placed on a re-employment list according to seniority for twenty-four (24) months. If the employee is not re-employed after twenty-four (24) months, he/she shall be considered terminated and will lose all seniority and sick leave credits.

- b) Employees shall be recalled in the order of seniority in their former classification, or any classification for which their qualifications are sufficient to perform the required duties.
- c) Employees who have been laid off may refuse a recall, without having their name removed from the re-employment list. Employees who do not respond within ten (10) working days to a recall notice sent by certified mail to the employee's residence shall be deemed to have refused the offer.
- d) Employees shall notify the Employer of any change in address or phone number during the lay-off period.
- e) 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 even if the two (2) terms overlap.
- f) All employees on the re-employment list will be mailed or emailed a copy of all job postings for which they meet the qualifications.

ARTICLE 14 HOURS OF WORK

14.1 Administrative Support Employees

14.1.1 Full-time Employees

- a) The Employer will schedule full-time employees to work seven point five (7.5) hours per day exclusive of a one-half (1/2) hour unpaid meal break between the hours of 8:30 AM and **5:30PM** Monday to Friday. Employees will be advised of changes to start and stop times one week in advance.
- b) Employees will be entitled to two (2) fifteen (15) minute paid rest breaks in each seven point five (7.5) hour day worked. One (1) break will be scheduled in mid-morning and one will be scheduled in mid-afternoon. Where operational requirements permit, employees may combine the paid rest breaks with the unpaid meal break.
- c) Rest and meal breaks will be scheduled by the Employer to meet the needs of the Society.
- d) Notwithstanding a) above, the Employer may, on occasion, require full-time employees to work evenings and weekends, in which case the employee's schedule will be altered accordingly if possible. Schedules will be posted one (1) week in advance.

- e) Full-time employees **who work more than six (6) consecutive months** may elect to work seven (7) hours and fifty-three (53) minutes each day, exclusive of an unpaid meal break and inclusive of two (2) paid rest breaks, in which case, the employee will have one (1) scheduled day off in a four (4) week period without loss of pay. The day off will be scheduled in consideration of operational requirements. Employees must notify the Employer of their election in writing by January 1 of each year.
- f) Notwithstanding (e) above, the employee may request and the Employer may approve the banking of scheduled days off, to be taken at a mutually agreed upon time. Unless otherwise agreed, scheduled days off will be taken in the year earned.

14.1.2 Other Than Full-time Employees (OTFT)

- a) OTFT employees will regularly work fewer than thirty-seven point five (37.5) hours per week, according to the schedule provided by the Employer based upon operational needs.
- b) In accordance with a) above, the Employer may, on occasion, require other than full-time employees to work evenings and weekends, in which case the employee's schedule will be altered accordingly if possible. Schedules will be posted one (1) week in advance.
- c) Where an employee works seven point five (7.5) hours in a day, they shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute paid rest breaks, one (1) in mid-morning and one (1) in mid-afternoon. Where operational requirements permit, employees may combine the paid rest breaks with the unpaid meal break.
- d) Where an employee works five (5) hours consecutively, they will receive a one-half (1/2) hour unpaid meal break.
- e) Where an employee works three (3) or more consecutive hours without an unpaid meal break they shall be entitled to a fifteen (15) minute paid rest break.
- f) Rest and meal breaks will be scheduled by the Employer to meet the needs of the Society.

14.1.3 Overtime

- a) All overtime shall be approved by the Manager in advance of the overtime worked. Hours worked excess of seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week shall be paid at a rate of one point five (1.5) times the regular rate

of pay, or, by mutual agreement with the Employer, the employee may take time off in lieu of overtime at a mutually agreed upon time.

- b) Under normal operating circumstances, employees shall not be required to work overtime against their wishes when other qualified employees are available.
- c) Where an employee elects to work under the alternate work arrangement as per Article 14.1.1 e) above, overtime shall apply to hours worked in excess of seven (7) hours and fifty-three (53) minutes per day or thirty-nine point four (39.4) hours per week.

14.2 **Early Childhood Educators**

14.2.0 Startup and Closing Times

- a) In each room, for each session (daytime, evening or weekend), the ECE **designated by the Supervisor** to open the room will be given fifteen (15) minutes of paid non child contact start up time;
- b) In each room, for each session (daytime, evening or weekend), the ECE **designated by the Supervisor** to close the room will be given fifteen (15) minutes of paid non child contact closing time.
- c) Article 14.2.0 a) and b) apply to all Early Childhood Educators, including Casuals.

14.2.1 Full-time Employees

- a) The Employer will schedule full-time employees to work **seven point five (7.5) hours** per day exclusive of one half (1/2) hour unpaid meal break between the hours of **7:00 a.m.** and **6:30 p.m.** Monday through Friday. This is inclusive of scheduled start-up and closing times and one-half hour non child contact paid preparation time. Preparation time is to be used for the purpose of planning, preparing, or professional development activities.
- b) Employees will be entitled to two (2) fifteen (15) minute paid rest breaks in each eight (8) hour day worked. One (1) break will be scheduled in mid-morning and one (1) will be scheduled in mid-afternoon.
- c) Rest and meal breaks will be scheduled by the Employer to meet the needs of the Society. In the event the Employer can not schedule rest breaks the employee's work day will be shortened accordingly.
- d) Notwithstanding a) above, the Employer may, on occasion, require full-time employees to work evenings and weekends, in

which case the employee's schedule will be altered accordingly if possible. Schedules will be posted one (1) week in advance.

14.2.2 OTFT Employees

- a) OTFT Early Childhood Educators will regularly work fewer than thirty-seven point five (37.5) hours in a week, according to the schedule provided by the Employer based upon operational needs. For each session (daytime, evening or weekend), permanent part-time ECE workers' schedules will be inclusive of startup and closing times and fifteen (15) minutes non child contact paid preparation time. Preparation time is to be used for the purpose of planning, preparing, or professional development activities.
- b) Where an employee works eight (8) hours in a day, they shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute paid rest breaks, one (1) in mid-morning and one (1) in mid-afternoon.
- c) Where an employee works five (5) hours consecutively, they will receive a one-half (1/2) hour unpaid meal break.
- d) Where an employee works three (3) or more consecutive hours without an unpaid meal break they shall be entitled to a fifteen (15) minute paid rest break
- e) Rest and meal breaks will be scheduled by the Employer to meet the needs of the Society. In the event the Employer can not schedule rest breaks the employees' work day will be shortened accordingly.
- f) In accordance with a) above, the Employer may, on occasion, schedule other than full-time employees to work evenings and weekends, in which case the employee's schedule will be altered accordingly if possible. Schedules will be posted one (1) week in advance.
- g) The provisions of Article 14.2.2 also apply to Casual Early Childhood Educators.

14.2.3 Overtime

- a) All overtime shall be approved by the Manager in advance of the overtime worked. Hours worked excess of **seven point five (7.5)** hours per day or **thirty-seven point five (37.5)** hours per week shall be paid at a rate of one point five (1.5) times the regular rate of pay, or, by mutual agreement with the Employer, the employee may take time off in lieu of overtime at a mutually agreed upon time.

- b) Under normal operating circumstances, employees shall not be required to work overtime against their wishes when other qualified employees are available.

14.3

Counselors, Team Leaders and Supervisors

14.3.1

Full-time Employees

- a) Full-time employees will work one hundred and fifty (150) hours in a four (4) week averaging period.
- b) One (1) week in advance of the averaging period, the employee will prepare and submit to their Supervisor for approval a schedule subject to operational needs. The schedule shall be based on seven point five (7.5) hours per day and core hours of 8:30 AM to 5:30 PM Monday to Friday with a thirty (30) minute unpaid meal break and two (2) fifteen (15) minute paid rest breaks daily, for the designated four (4) week averaging period and shall include any known deviations from the core hours. The Supervisor will review the schedule and make any modifications necessary to ensure adequate coverage.
- c) Employees in conjunction with their Supervisors/Team Leader shall manage the four (4) week period in such a manner as to eliminate any overtime. Therefore, employees and/or the Supervisor/Team Leader will reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not greater than one hundred and fifty (150) hours. The employee must advise the Supervisor/Team Leader whenever the employee is not available to ensure proper coverage is arranged.
- d) The Employer may make changes to the schedule based on operational need. Employees shall submit any requests for schedule changes to the Employer one (1) week in advance. The Manager may grant the request based on operational requirements. Any changes to the schedule requested by the employee must be made by mutual agreement and will not incur overtime.
- e) In the event an employee has worked one hundred and fifty (150) hours prior to the end of the averaging period, the employee shall call the Manager for either authorization to work additional hours or for approval to schedule the rest of the averaging period off.
- f) Employees are expected to organize their time, which may include taking at least one (1) day off in the averaging period where operational requirements permit. **Such requests shall not be unreasonably denied.**

14.3.2

OTFT Employees

- a) OTFT employees will work less than one hundred and fifty (150) hours in a four (4) week averaging period
- b) One (1) week in advance of the averaging period, the employee will prepare and submit to their Team Leader/Manager for approval a schedule subject to operational needs. The schedule shall be based on the number of hours specified by the Employer and may include evenings, weekends or days. The Team Leader/Manager will review the schedule and make any modifications necessary to ensure adequate coverage.
- c) Employees in conjunction with their Team Leader/Manager shall manage the four (4) week period in such a manner as to eliminate any hours in excess of the hours specified by the Employer. Therefore, employees and/or the Team Leader/Manager will reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not greater than the hours specified by the Employer. The employee must advise the Team Leader/Manager whenever the employee is not available to ensure proper coverage is arranged.
- d) Where an employee works seven point five (7.5) hours in a day, they shall receive a one-half (1/2) hour unpaid meal break and two (2) fifteen (15) minute paid rest breaks, one (1) in mid-morning and one (1) in mid-afternoon.
- e) Where an employee works five (5) hours consecutively, they will receive a one half (1/2) hour unpaid meal break.
- f) Rest and meal breaks will be scheduled by the Employer to meet the needs of the Organization.
- g) Where an employee works three (3) or more consecutive hours without an unpaid meal break they shall be entitled to a fifteen (15) minute paid rest break.

14.3.3

Overtime

- a) All overtime shall be approved by the Manager in advance of the overtime worked. Hours worked excess of one hundred and fifty (150) hours in a four (4) week averaging period shall be paid at a rate of one point five (1.5) times the regular rate of pay, or, by mutual agreement with the Employer, the employee may take time off in lieu of overtime at a mutually agreed upon time.
- b) Under normal operating circumstances, employees shall not be required to work overtime against their wishes when other qualified employees are available.

14.4 Teachers

14.4.1 **Teachers are required to complete a variety of preparation, reporting, and administrative duties throughout the year. These duties are compensated for in the inclusive rate. In addition, the Employer will make two (2) working days per year (of up to five (5) hours) at the non-inclusive rate available to all teachers for the performance of these tasks. Teachers will be paid for hours worked on this day at their assigned work locations and may be required to account for their use of this time. These hours are considered a complementary function and are outside programming hours.**

14.4.2 Teachers are expected to perform related responsibilities. The Employer recognizes the right of teaching employee to exercise professional discretion with their time other than assigned classroom hours. Both parties recognize that a reasonable amount of time will be dedicated to associated non teaching duties such as preparation, start up and closing time, evaluation and reporting on student progress and program results. In addition, both parties recognize the need for complementary functions including meetings, and other assigned work required to provide a quality program. Both parties recognize the possibility of changes in provincial or federal funding for both the Inclusive Rate and Non-inclusive Rate. Both parties by mutual agreement may change the rates as required.

In this regard, there will be two (2) wage rates:

- a) Inclusive Rate to be applied to all teaching hours, doing away with separate hours for all activities related to teaching, which are to be done by the teacher. In addition to the teaching hours, Inclusive Rate for eight (8) minutes of preparation per teaching hour will be included.
- b) Non-inclusive Rate, to be applied to meetings, complementary functions such as professional development, hours used for special projects, and all other non-teaching work hours.

14.4.3 Regular Teachers

- a) The Employer will schedule the teaching and preparation hours of Regular Teachers in accordance with program demands.
- b) An all-inclusive consolidated wage will be paid for every scheduled instructional hour.
- c) All complementary functions will be scheduled by Employer. The employee will be paid at a Non-inclusive rate.

- d) Where the employee is required to work a seven point five (7.5) hour day, the provisions of Article 14.1 hours of work will apply.
- e) Meal and rest breaks will be in accordance Article 14.1.1 or 14.1.2 depending on the hours worked.

14.4.4 Other Than Regular Teachers

- a) The Employer will schedule other than regular teachers according to program demands. Employees may work evenings, weekends or days. The number of hours will be specified by the Employer.
- b) For Substitute teachers, every scheduled teaching hour will be paid the inclusive wage. Ordinarily, the preparation will be completed by the regular teacher. However, at the discretion of the regular teacher, the preparation may be assigned to the substitute. In those instances it is the responsibility of the parties to ensure that the preparation is done.
- c) For any complementary functions, the employee will be paid for actual time scheduled by the Employer at the non-inclusive rate.
- d) Where the employee is required to work a seven point five (7.5) hour day, the provisions of Article 14.1 Hours of Work will apply.
- e) For other program unit teachers, the Non-inclusive rate will apply.
- f) For Resource Teachers, the Non-inclusive rate will apply.
- g) Meal and rest breaks will be in accordance Article 14.1.1 or 14.1.2 depending on the hours worked.

14.4.5 Overtime

- a) All overtime shall be approved by the Manager in advance of the overtime worked. Hours worked excess of seven point five (7.5) hours per day or thirty-seven point five (37.5) hours per week shall be paid at a rate of one point five (1.5) times the regular rate of pay, or, by mutual agreement with the Employer, the employee may take time off in lieu of overtime at a mutually agreed upon time.
- b) Under normal operating circumstances, employees shall not be required to work overtime against their wishes when other qualified employees are available.

- 14.5 **Call-back**
- An employee who is called back to work by the Employer, outside the regular scheduled working hours will be paid for a minimum of three (3) hours of work as per the Saskatchewan Employment Act. Counselors, Community Developers and Supervisors are excluded from this Article.
- 14.6 The Employer agrees that adequate time in the reporting period will be provided to allow employees to complete reporting functions.
- 14.7 Employees will not be denied the opportunity to work due to the absence of other staff who are attending professional development.

ARTICLE 15 DESIGNATED HOLIDAYS

15.1 **Designated Holidays**

Designated holidays shall mean:

- | | |
|------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Saskatchewan Day | |

One (1) additional day per year as agreed to by the Union and the Employer. The date of which is to be determined no later than May 31st.

15.2 **Designated Holiday on a Day of Rest**

When a designated holiday falls on a Saturday or Sunday, the Employer will designate the holiday to be taken on a working day either immediately prior to or immediately following the weekend.

15.3 **Work on a Designated Holiday**

An employee who is assigned to work on a designated holiday shall be entitled to their regular pay plus one and one-half (1 and 1/2) times their regular rate of pay for each hour worked. This shall be paid out or taken as time in lieu by mutual agreement.

ARTICLE 16 VACATION AND LEAVES OF ABSENCES

Employees must complete their probationary period prior to accessing any vacations, leaves, or benefits other than sick day accruals.

16.1 **Vacation credits will be earned at the rate of:**

After one (1) year up to three (3) years of employment	15 days
After three (3) years up to five (5) years of employment	18 days
After five (5) years up to ten (10) years of employment	20 days
After ten (10) years up to fifteen (15) years of employment	23 days
After fifteen (15) years of employment	25 days

OTFT Employees shall earn vacation credits on a pro-rated basis. Vacation shall be accrued in the current year of service **to be used in the following year.**

16.1.1 Childcare Educators and Teachers

- a) Early Childcare Educators and Teachers may choose to earn vacation credits as per Article 16.1 or receive vacation pay on each cheque in accordance with the above formula.
- b) Employees who are not assigned to work as a result of a program closure will not be subject to lay-off provisions in accordance with Article 13.

16.2 **Vacation Year**

Vacation year means the twelve (12) month period corresponding to the Employer’s fiscal year.

16.3 **Carry-Over of Vacation**

Employees’ vacation entitlement will normally be taken by the end of the fiscal year. Employees may request to carry over no more than five (5) days vacation entitlement, which must be used by the end of the next fiscal year. The Employer will approve the request based upon operational requirements. Such approval shall not be unreasonably withheld. **If employees decide to carry-over their vacation, the request form must be submitted to their manager, no later than January 31st.**

16.4 **Vacation Schedule**

Where in respect of any period of vacation leave, an employee is:

- a) Granted other paid leave, or
- b) Granted sick leave of three (3) consecutive work days or more. The Employer reserves the right to request that an employee provide a medical assessment to be completed on a form prescribed by the Employer.

- c) When a statutory holiday falls on a day during an employee's vacation period.
- d) An employee who is called into work during approved vacation shall be paid at overtime rates. The Employer shall compensate a recalled employee for any financial loss that they might incur as a consequence of the recall.

The period of vacation that is displaced by any of the above shall be credited to the employee's vacation account. Should an employee wish to access a) or b) above, they must notify the Employer immediately so that the leave may be granted.

16.5 **Vacation Pay on Termination**

An employee leaving the Employer at any time in the vacation year or taking an **extended** leave of absence before the employee has taken vacation shall be paid for any outstanding earned vacation. In the event the employee has taken vacation prior to earning it, the Employer will deduct the amount from the employee's last cheque.

16.6 **Vacation Assignment**

Vacation leave will be awarded on a first come first served basis. Where two or more employees simultaneously request vacation leave for the same or overlapping periods, the senior employee shall be awarded first choice.

If an employee enters the 4th quarter (Jan-Mar) and does not have a vacation plan, they shall be directed to schedule the remainder of their vacation. If they have not scheduled their vacation within two (2) weeks of being requested to do so, Management reserves the right to schedule a vacation period in consultation with the employee, ensuring that no more than five (5) vacation days are carried over.

16.7 **Application for Vacation Leave**

Notice for vacation shall be provided to the Employer by the employee a minimum of one (1) month in advance. If an employee requests vacation leave with less than one (1) months' notice, it may be denied for bona fide operational reasons. Vacation shall be approved in consideration of operational requirements. A minimum of **twenty-five percent (25%)** of employees per unit will be permitted to take vacation at any one time.

16.8 **Personal Days**

- a) Employees shall be granted three (3) paid personal days per fiscal year to be taken **either in full, half, or quarter days** at the discretion of the employee subject to the following: Employees

shall submit requests for personal days to their Manager at least one (1) week in advance. Approval for such days shall be based on operational requirements and shall not be unreasonably denied.

Casual employees are entitled to unpaid personal days.

- b) **Notwithstanding 16.8 a) employees, during their first fiscal year of employment will only be entitled to only one (1) personal day. Employees must complete their probationary period prior to accessing personal days.**
- c) **Non-Permanent employees will receive their personal days as follows: one (1) day as of April 1, one (1) day as of August 1, and one (1) day as of December 1.**

16.9 **Bereavement Leave**

Employees may request up to five (5) days with pay in the case of the death of an employee's domestic partner, brother, sister, parent, child, grandparents, grandchild, in-laws, aunt or uncle. At the Employer's discretion, bereavement leave may be granted with respect to the passing of a person with whom the employee has experienced a very close personal relationship. Additional leave of up to five (5) days with pay may be granted for actual time spent traveling. This Article shall be administered in accordance with the jointly agreed to policy.

16.10 **Pressing Necessity Leave with Pay**

Full-time, Part-time, Term and Temporary employees shall accumulate pressing necessity leave at the rate of point zero two (.02) hours per hour worked. Pressing necessity leave may be accumulated to a cap of forty (40) hours. Pressing necessity leave can be used for any pressing necessity (e.g., care of sick child, court hearings, etc.). Employees shall provide as much advance notice as is reasonably possible.

16.11 **Unpaid Parenting Leave**

An employee requesting unpaid parenting leave should apply as far in advance as possible stating the date the leave is anticipated and the length of the leave requested. Unpaid parenting leave will be granted for a period of up to twelve (12) months and shall be for reasons associated with the birth or adoption of a child. Any additional leave may be requested in accordance with Article **16.13**.

16.12 **Union Leave**

- a) The Employer agrees employees will from time to time require leave of absence for Union business.

- b) Employees on leave for Union business shall be compensated on the same basis as a normal workday.
- c) Leaves of absence with pay shall be granted subject to reimbursement by the Union and in accordance with the following provisions:
 - i) the employee requests leave for Union business in writing, on a union authorized form;
 - ii) leave shall not unreasonably interfere with the operation of the Employer nor shall it be unreasonably withheld;
 - iii) the Union agrees to provide forty-eight (48) hours notice of request for Union leave of five (5) consecutive days or less;
 - iv) the Union agrees to provide at least two (2) weeks notice of request for union leave of more than five (5) consecutive days; and
 - v) upon reasonable notice to the Employer, the employee shall be able to return to his/her position, prior to the expiration of the approved leave, provided the return does not result in additional expenditure to the Employer.

16.13

Unpaid Leave of Absence

Any employee that has completed one thousand nine hundred and fifty (1950) hours of employment is eligible to apply for unpaid leave of absence of up to one (1) year. Application shall be made in writing on the prescribed forms to their Manager with as much advance notice as possible. The application will be considered in light of operational requirements. Such leaves will not be unreasonably withheld. An employee may make application for two (2) extensions of a leave of absence no later than thirty (30) days prior to the expiration of the original leave. The maximum period of an unpaid leave of absence, including extension(s), is one (1) year.

The length of leave will not extend beyond the end of the term or temporary employment, unless the position is renewed for another term.

The parties agree that employees may not be granted a leave of absence for the purpose of working for another employer.

16.14

Extended Leave

Employees shall be granted **Extended** Leave without pay from their positions upon request for reasons of prolonged illness, injury, or disability. The employee's name shall be placed on **extended** leave. The Employer may then post and fill that position on a permanent basis. Employees on **extended** leave will be required to apply for extensions annually. Upon conclusion of the leave, the employee's name shall be

placed on a re-employment list **for up to two (2) years**, and the employee shall have the rights of a seniority-rated employee to apply for and be considered for any position for which they qualify.

16.15 **Reinstatement from Leave**

An employee granted any leave of absence, with the exception of prolonged illness (Article 17.4), shall, at the end of the leave or at an earlier date agreed to by the Employer, be reinstated in their position or a similar position in the same classification. It will be the employee's responsibility to keep the Employer informed as to the date of return no less than two (2) weeks prior to the return date. Should the employee fail to provide the proper return notice, the Employer shall not be required to place the employee until such proper notice is given.

16.16 **Benefits While on Leaves of Absence**

Unpaid Leave of Absence

Employees who are approved for an unpaid leave of absence:

- a) Shall earn seniority in accordance with Article 10 - Seniority;
- b) Shall not earn credits for sick leave, pressing necessity, vacation, designated holidays, or pay for designated holidays;
- c) Where the leave of absence exceeds three (3) months, the employee will have the increment date adjusted in accordance with the length of the leave of absence;
- d) May continue on the group benefit plans, provided the employee prepays all premiums, subject to provisions of the plan text.

ARTICLE 17 SICK LEAVE

17.1 Employees may request and may be granted sick leave only for periods of time when the employee is sick or disabled as to render the employee incapable of performing any of the functions of the job, or to attend personal medical appointments.

An employee shall not be entitled to use sick leave because of an illness or disability paid by *The Workers' Compensation Act* or for which Income Replacement Benefits are paid under *The Automobile Accident Insurance Act* or when the employee is receiving wage replacement from any other agency.

Full-time, Part-time, Term and Temporary employees shall accumulate sick leave at the rate of point zero five eight (.058) hours per hour worked. Sick leave may be accumulated to a cap of one hundred and fifty (150) hours.

Casual employees shall accumulate sick leave at the rate of point zero five eight (.058) hours per hour worked. Sick leave may be accumulated to a cap of one hundred fifty (150) hours.

Casual employees will use sick leave in accordance with Article **28.2 b**).

In accordance with Article 10.2 Loss of Seniority, employees shall lose all accrued sick leave credits.

17.2

Notification of Illness

- a) Any employee who will be absent due to illness or disability shall notify, by phone, their Team Leader/Manager/Supervisor no later than their assigned start time.
- b) The employee will advise their Team Leader/Manager/Supervisor of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.
- c) The employee will then be granted sick leave providing the employee possesses sufficient sick leave. Employees who do not have sick leave will be considered on unpaid leave of absence.

17.3

Medical Certificate

- a) For absences longer than three (3) consecutive days **or in circumstances where verification of the absence is justified**, the Employer reserves the right to request that an employee provide a medical certificate from their doctor. The employee is responsible to pay for the certificate.
- b) The Employer reserves the right to request a medical assessment form completed by the employee's doctor for medical leaves longer than five (5) consecutive work days or requests for accommodation. The Employer will cover the cost of the assessment.

Employees who do not produce a form upon request will be considered to be on unpaid leave of absence.

*Note: A medical certificate is a note supplied by the doctor. A medical assessment form is a form provided by the Employer for the doctor to fill out.

- c) **All long term Doctor's recommendations and accommodations should be reviewed and reassessed every six (6) months.**

17.4

Unpaid Leave for Prolonged Illness

The Employer and the Union agree to work together to minimize the cost of sick leave as much as possible. Where an employee's return to work can be facilitated by altering the work environment, the Employer, the employee and the Union shall meet to discuss:

- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or
- b) Where an employee is no longer able to perform the functions of his/her job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of this Agreement to transfer the employee into a more suitable position. If this is not possible, the employee will be removed from the position held and placed on **extended** leave.
- c) Employees who have been absent from work due to illness or injury for a period of two (2) years will have the circumstances of their absence reviewed at the end of the two (2) year period. Such review shall include both a medical review and a review by the Employer and the Union.
- d) If at the time of the review it is determined the employee will be fit to return to work within the next six (6) months, the employee will be granted a leave of absence for the duration, not to exceed six (6) months. The employee will be returned to a similar position at the same salary step. If the employee is not capable of returning after the six (6) month period, the employee's position will be posted and filled permanently and the employee's name will be placed on **extended** leave.
- e) If at the time of the review it is determined the employee will not be able to return to work in the next six (6) months, the employee's position will be posted permanently and the employee's name will be placed on **extended** leave.
- f) Employees who are incapable of performing a job within the Organization and whose names are placed on **extended** leave will maintain their seniority for a period of two (2) years and may apply for positions should the employee become fit to return to work.

- g) Where a temporary employee is filling the position of the employee absent due to illness, the employee must give at least twenty-one (21) calendar days notice of their return to work.

17.5 Sick Leave Records

The Employer will provide all employees with an annual account of their sick leave.

17.6 Recognition of Social Illness

The Employer and the Union recognize that mental illness, alcoholism, and drug abuse are health problems. Where necessary, accumulated sick leave benefits will be granted for treatment on the same basis as now apply for other health problems. Employees whose partner or dependent(s) is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate 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 18 WORKERS' COMPENSATION

18.1 When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of The Workers' Compensation Act, the employee will receive payment directly from the Workers' Compensation Board for the entire period of absence.

18.2 The employee will keep the Employer informed of the anticipated duration of illness and will agree to comply with any reasonable accommodation or graduated return to work program the Employer and the Workers' Compensation Board may develop.

18.3 The provisions of Article (Prolonged Illness Article 17.4) will apply to employees who are absent on Workers' Compensation for an extended period of time.

18.4 From and including the day of injury, until not more than two (2) years, the employee will accrue seniority. The employee will not earn vacation or sick leave.

18.5 In the event the employee does not return to work within a sixty (60) day period, an employee receiving Workers' Compensation benefits will be paid for all accumulated vacation, except a maximum of five (5) days, which may be carried over.

18.6 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans provided the employee prepays all premiums, subject to the benefits plan text.

ARTICLE 19 PAY ADMINISTRATION

19.1 Wage Schedule

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

19.2 Pay Calculation

19.2.1 For the purpose of pay calculation, approved vacation, sick leave or any other leave with pay shall be included as total hours worked, subject to the following:

- a) All employees shall be paid for the hours worked times the hourly rate as contained in Appendix "A."
- b) The combination of actual hours worked and paid leave of any type cannot exceed the approved scheduled daily hours, weekly hours, or averaging period hours.
- c) Leave without pay shall not be included as hours actually worked.
- d) Employees working less than full-time shall have their pay and benefits pro-rated. Their designated holidays and paid leave of absence days shall be paid to them on the basis of their work pattern for the preceding two (2) pay periods.

19.2.2 Notwithstanding Article **19.2.1** above, Teachers and Early Childhood Educators are not paid for scheduled program breaks unless work has been assigned by the Employer during that period. Early Childhood Educators shall have the option to elect to prorate their pay over fifty-two (52) weeks. Employees shall notify the Employer in writing of their election to prorate by July 31st of each year.

19.3 Hiring Rates

Employees will be placed at a step in the wage schedule commensurate with their previous related qualifications and experience.

19.4 Pay Periods

Employees shall be paid on a bi-weekly basis on the Friday following the last day of the pay period.

19.5

Statement of Earnings

Every employee shall receive a written statement attached to each cheque, showing:

- a) The name of the Employer,
- b) The name of the employee,
- c) The period for which payment is made,
- d) The number of hours for which the payment is made,
- e) The rate(s) of pay,
- f) The amount of gross wages for the period for which payment is made,
- g) The amount of vacation pay paid during the period for which payment is made,
- h) An itemized statement of any deductions made from the wages,
- i) The net amount of payment made.

19.6

Pay on Movement to a New Position

a) Assuming a Higher Paid Position

When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than eight percent (8%) above current salary and not more than the maximum of the new range. If the addition of eight percent (8%) produces a rate between two (2) steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two (2) rates.

When an employee assumes a position with a higher rate of pay the new increment date shall be the date upon which the employee assumes the new position.

Whenever an employee's increment date or an adjustment in salary occur on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotional formula is applied.

b) Assuming a Lower Paid Position

In the event an employee assumes a position with a lower rate of pay, the employee will be placed at the step of the new salary range that is the closest to the employee's current rate of pay. The employee's increment date will not be adjusted.

c) **Re-employment in the Same Classification Level**

When an employee is appointed from the reemployment list to a position in the same classification as he/she held prior to placement on the reemployment list, he/she shall be paid at the same step on the grid as he/she was at when the lay-off occurred.

19.7

Temporary Performance Of Higher Duties

- a) At the discretion of the Employer an employee may be temporarily assigned to perform the duties of a higher paid position.
- b) In the event the employee is assigned to perform the duties of a higher paid position for one (1) full day or more, the employee will be paid a five percent (5%) increase, based on the employee's current rate of pay or at the bottom rate of the higher classification whichever is greater, from the first hour of the assignment.
- c) In instances where the movement to temporary higher duties results in a pay increase (as per Article **19.8 b**) of greater than twenty percent (20%) and where the Employer is not assigning the full range of higher duties, the increase shall be fifty percent (50%) of the difference between the base of the range of the temporarily assigned position and the incumbent's current rate of pay. This premium shall be payable on all hours of the assignment.
- d) Should the employee book off sick while filling in temporary duties at a higher rate of pay, sick pay shall be paid at the same rate that is was recorded in the previous position.

ARTICLE 20 JOB CLASSIFICATION

20.1

Maintaining a Classification Plan

- a) The Employer shall establish and maintain a gender neutral classification specification plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the qualifications, training, competencies, knowledge, skills, abilities and experience required for each job.

Employees will be consulted prior to the review of their job descriptions. The employee will be provided with a copy of their job description at the time of the change is made.

- b) All jobs shall be allocated to one of the classifications set forth in Appendix "A".

20.2

Changes in Classification New Classes of Positions

The Employer shall give written notice to the Union of the intent to implement a new classification, including the Employer's determination as to the exclusion or inclusion in the Bargaining Unit, along with the rate of pay of the new classification. If the Union does not indicate in writing an objection to the rate of pay within fifteen (15) calendar days, the Employer will implement the new classification and rate of pay without further challenge from the Union. In the event of a disagreement over the exclusion of a new class of positions from the Bargaining Unit, the Employer may fill the position as an out-of-scope position and the parties will refer the matter to the Labour Relations Board for determination.

The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.

20.3

Changes to Existing Classifications/Positions

- a) Where the Employer makes a substantive change to the nature of the job duties or where the Employer requires a reclassification, or where the employee considers the job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of the classification and adjustment to the rate of pay.
- b) The employee must submit the request in writing to the Manager outlining the nature in the substantive change in duties.
- c) The Executive Director will consider the request and will render a decision to the employee within sixty (60) calendar days.
- d) The employee may file an appeal with the Employer no later than thirty (30) calendar days from receipt of the Employer's decision.
- e) The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the adjudication process in accordance with Article **20.5**.
- f) In the event of a reclassification, which results in a higher rate of pay, the employee's pay will be adjusted accordingly and shall be retroactive to the date of application.

20.4

Downward Classification

In the event the Union and the Employer negotiate a classification downward, or where an adjudicator decides a classification warrants a reduction in pay, the incumbent will have his/her rate of pay red-circled and will not be given wage increases until the rate of pay for the classification is equal to the red-circled salary. All newly hired or appointed employees will be paid in accordance with the new wage schedule.

20.5

Resolution of Disputes

- a) If agreement is not reached on the rate of pay, the Employer may assign a rate of pay, and proceed to fill the position in accordance with Article 11, and the dispute shall be resolved through an adjudication process.
- b) The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.
- c) Within three (3) weeks of the parties determining there is a dispute, a mutually agreed upon adjudicator will be appointed. The adjudicator will set a hearing within three (3) weeks to hear the dispute and will render a written decision within five (5) working days to finally decide the rate of pay of the new position. The parties will split the cost of the adjudication process equally; assuming neither party will employ the services of legal counsel. A party employing legal counsel will pay the entire cost of their own legal council.

ARTICLE 21 BENEFITS

The Employer will continue to look for the best available health care plan within market options. **The options will be shared in a UMC meeting.**

Only those employees with a minimum of fifteen (15) hours of work per week and a contract of one (1) year or more will qualify for the extended health benefit.

21.1

The Employer will continue to assume one hundred percent (100%) of the single cost of the basic health plan.

21.2

Long Term Disability Plan

Subject to a vote of the employees, the Employer agrees to deduct appropriate assessment for membership in the SGEU LTD Plan.

21.3 Professional Development

21.3.1 The Employer and the Union agree that professional development is of value for both the Employer and the employee. In accordance with this principle, we agree that both the Employer and the employee shall contribute to the cost of professional development.

- a) Employees participating in professional development will do so with no loss of pay. There will be no additional pay for travel time or time spent in professional development outside of regular hours of work.
 - i) **All professional development required by the employer shall take place during work hours. Any prerequisite training or certification required for the position shall be maintained by the employee.**
 - ii) **The employer may support the employees maintaining professional qualifications required for the position.**
 - iii) **Employees are required to maintain all prerequisite certification for their position subject to i) and ii) above.**
- b) Registration, travel, accommodation and incidental costs associated with professional development that has been required by the Employer shall be paid by the Employer.
- c) In the event an employee wishes to participate in professional development not required by the Employer, the employee may apply on forms provided by the Employer for assistance with registration, travel, accommodation and incidental costs. The Employer will assess each application on a case by case basis.
- d) **All part-time and fulltime employees who have worked more than six (6) months are eligible for professional development subject to availability of funds.**

21.3.2 Early Childhood Education Professional Development

Both parties agree that all ECE staff are encouraged to obtain further ECE qualifications including but to limited to level advancement. The Employer agrees to support staff with the costs of further training. The Employer will purchase required texts for use by staff in these courses and in the workplace.

21.4 Registered Savings Plan (RSP)

The Employer will maintain a group RSP based upon the following principles:

- a) Participation in the plan is mandatory for all Permanent Full-Time and Permanent Part-Time Employees who have completed a minimum of one (1) year of service.
- b) The Employer will match employee contributions. Each employee will contribute two percent (2%) of their current rate of pay, which will be matched by the Employer.

21.5 Criminal Records Check

Current employees who are required to obtain a criminal record check to obtain a new position with the Employer shall have the cost of obtaining such check reimbursed by the Employer. This does not apply to employees on initial hire.

21.6 Long Term Service Appreciation Award

Employees will be paid a monetary long term service appreciation award as follows: after five (5) years, ten (10) years, and increments of five (5) years thereafter.

ARTICLE 22 SUSTENANCE/MILEAGE/EXPENSES

22.1 The following table establishes the daily maximum allowance for Society pre-authorized business while out of the City of Saskatoon:

1.	Breakfast	\$10.00
2.	Lunch	\$16.00
3.	Supper	\$20.00
4.	Miscellaneous	<u>\$10.00</u>
	TOTAL	<u>\$56.00</u>

Miscellaneous can only be applied when the applicant spends the whole day out of town.

22.2 Use of Private Vehicles on Employer Business

Employees who are authorized to use a private vehicle for Society business shall be paid a kilometer allowance of equal to the rate set by the Public Service Agreement (PS/GE) for Saskatchewan as of April 1st and October 1st of each year.

ARTICLE 23 TECHNOLOGICAL CHANGE

23.1 The parties agree to abide by The Trade Union Act.

ARTICLE 24 OCCUPATIONAL HEALTH AND SAFETY

- 24.1 The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with The Occupational Health and Safety Act and Regulations.
- 24.2 A joint Employer/Employee Occupational Health and Safety Committee shall be established in accordance with *The Act*. The Committee shall consist of the following: two (2) members appointed by the Employer, and two (2) members from each work location appointed by the Union.

ARTICLE 25 HARASSMENT IN THE WORKPLACE

- 25.1 The Union and the Employer have a shared interest in:
- a) Preventing harassment in the workplace;
 - b) Promoting a safe, abuse-free working environment, and
 - c) Upholding the philosophy of zero tolerance with respect to harassment and discrimination in the workplace.
- 25.2 The Employer will in accordance with *The Occupational Health and Safety Act*, develop a policy respecting harassment in the workplace which will be distributed to all employees and posted in the Staff Room.

ARTICLE 26 PRO-RATA CLAUSE

- 26.1 All benefits of this Agreement shall, unless otherwise specified, accrue on a pro-rata basis to employees who work less than full-time.

ARTICLE 27 JOB SHARING

- 27.1 Job sharing is the voluntary sharing of at least forty percent (40%) of a permanent full-time position in a structured manner by two (2) persons, one (1) of whom is the permanent incumbent of the position. Job sharing requires that another employee be appointed to backfill the remaining half of the position. Job sharing is intended to provide permanent full-time employees with an opportunity to balance their hours of work with their personal needs.
- 27.2 A request to establish a job-share can only be initiated by the permanent incumbent of a position through application to their Manager. Management will review feasibility of a request against operational needs. Approval will not be unreasonably denied.

- 27.3 The first term of a job share shall be in place for a minimum of three (3) months and shall not exceed twelve (12) months. The permanent incumbent shall commence the arrangement on the first working day of a pay period.
- 27.4 Subsequent terms of a job share may be requested by the permanent incumbent in writing thirty (30) calendar days prior to termination. In the absence of a request to renew, the existing arrangement will terminate at the end of the term.
- 27.5 The Employer or the permanent incumbent may, on thirty (30) calendar days written notice, terminate an agreement. Notice will concurrently be given to the back-filling employee. By mutual agreement of the parties, the notice period may be shortened.
- 27.6 On termination of the job share arrangement, the permanent incumbent will revert to full-time hours of the position occupied. The back-filling employee will have rights under Article **28**.
- 27.7 The filling of the back-fill for a job share arrangement shall be in accordance with Articles 11.5 and 11.3.
- 27.8 If an employee is unable to continue in the back-filling of the job share position, the permanent incumbent may be required to resume full-time hours until the back-fill can be re-filled. Consideration should be given for the permanent incumbent's circumstances to allow for the making of appropriate arrangements prior to returning to full-time hours.

27.9 **Conditions of Employment**

Notwithstanding Article **26**, permanent incumbents shall:

- a) Retain all benefits accumulated prior to the commencement of the arrangement;
- b) Earn and expend vacation leave on a pro rata basis;
- c) Earn and expend sick leave on a pro rata basis;
- d) Earn seniority as per Article 10;
- e) Earn increments in accordance with Article 20.7 b);
- f) Be entitled to maintain an EDO, where applicable, if they so request;
- g) Be entitled to access the full provisions of Article **21.1**;
- h) Continue to contribute, and receive matched contributions, at a rate of two percent (2%) of pay, into the group RSP;

- i) Receive designated holiday pay on their pay cheques at a rate corresponding to their proportion of work; and
- j) Not be required to work in excess of their stated agreement except in extraordinary circumstances.

27.10 Back-filling employees shall be entitled to those terms of the Agreement applying to Temporary employees.

ARTICLE 28 TERM EMPLOYEES, TEMPORARY EMPLOYEES AND CASUAL EMPLOYEES

28.1 Term employees are employees who are hired on a temporary basis to an unencumbered position and have a specific fixed term. Temporary employees are employees who are hired on a temporary basis to an encumbered position. They may be appointed to a specific fixed term or until the incumbent returns to work, whichever is less.

Where permanent employees are appointed to Term or Temporary positions, they shall be allowed to revert to their permanent position upon the completion of their appointment and retain all rights and benefits. Where Term or Temporary positions are filled by a person who is not a permanent employee, the following terms and conditions apply:

- a) The probationary period will be eighty (80) days worked. Days worked in any given appointment will carry over to the next appointment provided there has been less than a one (1) year break between appointments in the same job. Where the new appointment is in a different job or the break between appointments is greater than one (1) year, the probationary period will start again. When a term or temporary employee begins an appointment in a job they have not held before, a new probationary period must be served.
- b) Seniority, Sick Leave and Pressing Necessity Leave credits shall be carried over from appointment to appointment providing that the break between appointments is less than ninety (90) calendar days. In cases of Unpaid Parenting Leave, the employee will not lose their credits for a twelve (12) month period. If the employee is not employed within ninety (90) calendar days of the end of their unpaid parenting leave, they lose their seniority, sick leave and pressing necessity leave.
- c) All employees except casual employees, shall accrue vacation credits in accordance with Article 16.
- d) The provisions of Article 13 Lay-off, do not apply.

- e) Term and temporary employees may take Unpaid Parenting Leave up to the end of their appointment.
- f) Increments shall be earned after the completion of nineteen hundred and fifty (1950) hours worked. Hours from one (1) appointment may be carried over to the next appointment provided there has been less than a ninety (90) calendar day break between appointments in the same job.
- g) All other provisions will be in accordance with the terms of the Collective Agreement.

28.2 The terms and conditions of their employment are as follows:

- a) Casual employees shall have their vacation pay paid out on each cheque.
- b) Casual employees will accrue sick leave. They will be eligible to use the sick leave when they attain full or part-time, permanent or temporary status where sick leave applies.
- c) The provisions of Article 16 Leaves of absence, do not apply.
- d) The provisions of Article 14 Hours of Work do not apply, except for overtime provisions for the casual employee's class.
- e) Increments are earned after the completion of each nineteen hundred and fifty (1950) hours worked.
- f) The provisions of Article 13 Layoff do not apply.
- g) The Employer may cancel hours with twenty-four (24) hours notice without penalty; if less than twenty-four (24) hours notice is given, the employee shall be paid in accordance with the Labour Standards Act. The employee may refuse to accept the hours.

29.2.1 Where casual employees work a regularly scheduled shift for a period of one hundred and eighty (180) days or more, they shall automatically be deemed permanent part-time employees.

ARTICLE 29 DURATION OF AGREEMENT

29.1 Duration

This Agreement shall be binding and remain in effect from April 1, **2017**, through to March 31, **2020** inclusive and shall continue from year to year thereafter unless either party gives to the other party notice in writing.

29.2

Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) calendar and one hundred and twenty (120) calendar days prior to the termination date, provide notice, in writing, to the other party of the changes proposed.

**APPENDIX A
WAGE SCALE**

	2017		2018		2019	
	Start	After Probation	Start	After Probation	Start	After Probation
Admin	\$15.70	\$16.02	\$16.02	\$16.34	\$16.34	\$16.67
Counsellors/Facilitators	\$20.48	\$20.89	\$20.89	\$21.31	\$21.31	\$21.74
Teachers - Inclusive	\$33.06	\$33.72	\$33.72	\$34.39	\$34.39	\$35.09
Teachers - Non-inclusive	\$21.24	\$21.67	\$21.67	\$22.09	\$22.09	\$22.55
Team Leaders/Supervisors	\$25.10	\$25.60	\$25.60	\$26.11	\$26.11	\$26.63
Head Clerk	\$20.77	\$21.19	\$21.19	\$21.61	\$21.61	\$22.05
ECE/COOK	\$14.46	\$14.75	\$14.75	\$15.05	\$15.05	\$15.35
ECE/Level I	\$15.10	\$15.40	\$15.40	\$15.71	\$15.71	\$16.02
ECE/Level II	\$16.00	\$16.33	\$16.33	\$16.65	\$16.65	\$16.99
ECE/Level III	\$17.90	\$18.26	\$18.26	\$18.63	\$18.63	\$19.00

The above table will be used for all new employees hired after April 1st 2017 pending ratification.

After ratification all employees hired before March 31st 2017 will receive a two percent (2%) wage increase on their current pay on each April 1, 2017, 2018, 2019

Management may place candidates with verifiable direct education and verifiable relevant work experiences up to a maximum of six (6%) higher than start rate.

Letter of Understanding

between

Saskatchewan Government and General Employees' Union

and

Saskatoon Open Door Society, Inc.

#2013-1

Re: Case Management

Purpose – Case Management

The purpose of this Agreement is in the interest of expediting grievance handling, and in the spirit of Letter of Understanding 2013-1, the parties agree to the following:

Article 1 – Case Management Process

- The parties will determine the grievances the wish to put forward to case management
- No legal counsel will be used by either party
- The agreed to Arbitrator will hear all Case Management presentations
- The Arbitrator used for this process will be agreed to on an annual basis
- Union Representation: Labour Relations Officer, and Chief Steward/Chair of the Bargaining Unit (if required)
- Employer Representation: Human Resource Manager, and Manager/ Human Resources Assistant (if required)
- Other participants/observers as agreed to by the parties

Article 2 – Documents tabled with the Arbitrator

- Relevant collective bargaining agreement
- Grievance statement and replies;
- Agreed to statement of facts
- Other relevant documentation
- Any case law that the parties intend to rely on that is unique to Saskatchewan
- A Case management Document reflecting each party's position and argument (Appendix 1 Format) typically one (1) to six (6) pages
- The exact Settlement Sought, and/or the issue the parties want decided
- Number of cases to be scheduled in one (1) day will be determined based on the complexity of each case

Article 3 – Procedure Guidelines

- Document tabled
- Presentation of Case Management Document
- General rules of evidence are not strictly applied, except rules of “onus”
- Parties must discuss evidence prior to hearing , in order to expedite the hearing
- Arbitrator may propose a possible resolution to the parties prior to issuing an award
- The decision of the Arbitrator will be final and binding on the parties
- The parties will equally share the cost, fees, cancelation and expenses of the Arbitrator
- The grievance may be removed from the Case Management Process at any time prior to the hearing

Agreed to Arbitrator

Upon the parties’ principals signing this Letter of Understanding, it is agreed to that Anne Wallace Q.C – Anne Wallace Legal Professional Corporation will be the Arbitrator from the date of signing, and therefore will be Chair of Arbitration for the first one (1) year period in accordance to Article 1 of this Agreement.

Article 4 - Effective Date

The Letter of Understanding #2013-1 will become effective upon the date of the signature of the parties representing the Saskatoon Open Door Society and the Saskatchewan Government and General Employees’ Union. Either party may give ninety (90) days’ notice to either amend or terminate this Letter of Understanding. If the parties agree to discussions directed towards amendment, this letter shall remain in force until a new Letter has been agreed to or this letter has been terminated.

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

Signed on behalf of:
Saskatoon Open Door Society,
Inc.

Sultan Ali Sadat
Chair of the Bargaining Unit

Misty Cameron
Human Resources Manager

Glenn Billingsley
Labour Relations Officer, SGEU

Mildred Kerr
Board Member

Appendix 1

Grievance Name		Number	
Nature of Grievance		Date Filed	
Bargaining Unit		Agreement	

Statement of Grievance: Settlement Sought:

Collective Agreement Articles:

Other Relevant Information/Evidence:

Opening Statement:

Arguments

In closing, the Union/Employer is seeking the following:

Signature: _____

Date: _____

Letter of Understanding

Between

Saskatchewan Government General Employees' Union

And

Saskatoon Open Door Society, Inc.

RE: Payroll System

Where an employee questions the payroll system about actual hours worked by modifying the employee's timecard, the Employer will review with the employee and if necessary adjust the employee's timecard.

Letter of Understanding

Between

Saskatchewan Government General Employees' Union

And

Saskatoon Open Door Society, Inc.

RE: Vacation for Current Employees Who Have Already Passed Probation

Vacation credits will be earned at the rate of:

Up to two (2) years of employment	15 days
After two (2) years up to three (3) years of employment	18 days
After three (3) years up to ten (10) years of employment	20 days
After ten (10) years up to fifteen (15) years of employment	23 days
After fifteen (15) years of employment	25days

In Year One of the current agreement, all current employees will accrue vacation at their assigned or pro-rata amounts for use during Year Two.

For Year One of the current agreement, the Employer will grant all current employees as of (first day of the agreement) an additional un-accrued quantity equivalent to their yearly assigned or pro-rate vacation amounts in addition to any amounts carried over.

There shall be no carry over option for vacations between years one and two of the 2017-2020 Collective Agreement.

In the event that any employee resigns prior to the end of this agreement, they will receive their accrued vacation paid out, minus any used amounts of the un-accrued quantity of days given to them for use during the transition in Year One.

Signed this _____ day of _____ 2017 in Saskatoon, Saskatchewan.

Saskatchewan Government and
General Employees' Union

Signed on behalf of:
Saskatoon Open Door Society

Maria Gomez
Bargaining Committee

Sultan Ali Sadat
Manager, Human Resources

Greg Eyre
Labour Relations Officer

Ali Abukar
Executive Director

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and SASKATOON OPEN DOOR SOCIETY, 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 _____ day of _____, 2017.

Original Signed By:

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

Signed on behalf of:
Saskatoon Open Door Society,
Inc.

Maria Gomez
Chair, Bargaining Committee

Andrew Geldart
Member, Bargaining Committee

Lynn Williams
Member, Bargaining Committee

Ali Abukar
Executive Director

Greg Eyre
Labour Relations Officer

Sultan Ali Sadat
Human Resource Manager