

# **THUNDER CREEK REHABILITATION ASSOCIATION INC.**

**April 1, 2017 to  
March 31, 2021**

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THUNDER CREEK REHABILITATION ASSOCIATION INC.**

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5173**

**APRIL 1, 2017 TO MARCH 31, 2021**

|                  |  |          |
|------------------|--|----------|
| <b>ARTICLE 1</b> | <b>PURPOSE.....</b>                          | <b>1</b> |
| <b>ARTICLE 2</b> | <b>INTERPRETATION.....</b>                   | <b>1</b> |
| <b>ARTICLE 3</b> | <b>SCOPE .....</b>                           | <b>3</b> |
| <b>ARTICLE 4</b> | <b>UNION SECURITY .....</b>                  | <b>3</b> |
| 4.1              | Recognition .....                            | 3        |
| 4.2              | Work of the Bargaining Unit .....            | 4        |
| 4.3              | No Contracting Out .....                     | 4        |
| 4.4              | Non-Discrimination.....                      | 4        |
| 4.5              | Refusal to Cross Picket Lines .....          | 4        |
| 4.6              | Union Membership .....                       | 4        |
| 4.7              | Check-Off .....                              | 5        |
| 4.8              | New Employees .....                          | 5        |
| 4.9              | Temporary Out-of-Scope Appointment .....     | 5        |
| 4.10             | Union Access .....                           | 5        |
| 4.11             | Staff Room .....                             | 6        |
| 4.12             | Bulletin Boards.....                         | 6        |
| <b>ARTICLE 5</b> | <b>LABOUR/MANAGEMENT RELATIONS .....</b>     | <b>6</b> |
| 5.1              | Function of Union Management Committee ..... | 6        |
| 5.2              | Meeting of Committee .....                   | 6        |
| 5.3              | Time Off for Meetings.....                   | 6        |
| 5.4              | Employer Shall Notify Union.....             | 6        |
| 5.5              | Board Meetings .....                         | 7        |
| 5.6              | Copies of Motions .....                      | 7        |
| 5.7              | Contact at Work .....                        | 7        |
| 5.8              | Union Business .....                         | 7        |
| 5.9              | Leave for Union Position .....               | 8        |
| 5.10             | Stewards .....                               | 8        |
| 5.11             | Recognition .....                            | 8        |
| 5.12             | Without Loss of Pay .....                    | 8        |
| 5.13             | Harassment.....                              | 8        |
| 5.14             | Names of Stewards.....                       | 8        |
| 5.15             | Personal Rights.....                         | 8        |
| 5.16             | Legal Costs .....                            | 9        |
| 5.17             | Permission to Leave Work .....               | 9        |
| 5.18             | Collective Agreements .....                  | 9        |
| <b>ARTICLE 6</b> | <b>GRIEVANCE PROCEDURE.....</b>              | <b>9</b> |
| 6.1              | Definition of Grievance .....                | 9        |
| 6.2              | Policy Grievance .....                       | 10       |
| 6.3              | Union May Institute Grievances .....         | 10       |
| 6.4              | Stewards .....                               | 10       |
| 6.5              | Names of Stewards.....                       | 10       |
| 6.6              | Permission to Leave Work .....               | 10       |
| 6.7              | Procedure.....                               | 11       |
| 6.8              | Special Measures.....                        | 12       |
| 6.9              | Deviation from Grievance Procedure .....     | 12       |

|                   |   |           |
|-------------------|---|-----------|
| 6.10              | Failure to Act Within Time Limits.....                        | 12        |
| 6.11              | Changes to the Agreement .....                                | 12        |
| 6.12              | Access to Grievance Information from Employer .....           | 12        |
| <b>ARTICLE 7</b>  | <b>MEDIATION .....</b>  | <b>13</b> |
| 7.1               | Selection of a Mediator .....                                 | 13        |
| 7.2               | Role of the Mediator.....                                     | 13        |
| 7.3               | Rules Applicable to Grievance Mediation.....                  | 13        |
| 7.4               | Grievance Mediation Process .....                             | 13        |
| <b>ARTICLE 8</b>  | <b>ARBITRATION .....</b>                                      | <b>14</b> |
| 8.1               | Selection of an Arbitrator.....                               | 14        |
| 8.2               | Procedure.....  | 14        |
| 8.3               | Decision of the Arbitrator.....                               | 15        |
| 8.4               | Expenses of the Arbitrator.....                               | 15        |
| <b>ARTICLE 9</b>  | <b>DISMISSAL, SUSPENSION AND DISCIPLINE .....</b>             | <b>15</b> |
| 9.1               | Just Cause .....  | 15        |
| 9.2               | Discipline.....   | 15        |
| 9.3               | Serious Misconduct.....                                       | 16        |
| 9.4               | Burden of Proof .....   | 16        |
| 9.5               | Records of Employees .....                                    | 16        |
| 9.6               | Reinstatement of Rights.....                                  | 17        |
| 9.7               | Mandatory Drug Testing.....                                   | 17        |
| <b>ARTICLE 10</b> | <b>SENIORITY .....</b>  | <b>17</b> |
| 10.1              | Definition .....  | 17        |
| 10.2              | Seniority for Casuals .....                                   | 17        |
| 10.3              | Loss of Seniority.....  | 17        |
| 10.4              | Seniority Lists.....  | 18        |
| 10.5              | Appointments Out-of-Scope .....                               | 18        |
| 10.6              | Compensation for Temporary Performance of Higher Duties ..... | 18        |
| <b>ARTICLE 11</b> | <b>APPOINTMENTS AND STAFF CHANGES.....</b>                    | <b>18</b> |
| 11.1              | Filling Positions by Competition .....                        | 18        |
| 11.2              | Job Postings.....   | 18        |
| 11.3              | Information of Posting .....                                  | 19        |
| 11.4              | Notification of Successful Competition .....                  | 19        |
| 11.5              | Promotions or Appointments to Permanent Staff .....           | 19        |
| 11.6              | On-the-Job Training .....                                     | 19        |
| 11.7              | Probation Periods.....  | 20        |
| 11.8              | Completion of Probationary Periods.....                       | 20        |
| <b>ARTICLE 12</b> | <b>HOURS OF WORK.....</b>                                     | <b>20</b> |
| 12.3              | Mental Health Worker I .....                                  | 20        |
| 12.4              | Casual Employees .....  | 20        |
| 12.5              | Earned Days Off.....  | 21        |
| <b>ARTICLE 13</b> | <b>DIFFERENTIALS AND PREMIUMS.....</b>                        | <b>21</b> |
| <b>ARTICLE 14</b> | <b>OVERTIME .....</b>   | <b>21</b> |
| 14.1              | Definition .....  | 21        |

|                   |   |           |
|-------------------|---|-----------|
| 14.2              | Distribution of Overtime.....                   | 21        |
| 14.3              | Authorization of Overtime.....                  | 22        |
| 14.4              | Compensation for Overtime .....                 | 22        |
| 14.5              | Voluntary Overtime .....                        | 22        |
| 14.6              | Call Back.....                                  | 22        |
| 14.7              | Taking Time in Lieu.....                        | 22        |
| <b>ARTICLE 15</b> | <b>CALL IN.....</b>                             | <b>22</b> |
| 15.2              | Casual List .....                               | 22        |
| 15.3              | Casual Call-in Process.....                     | 23        |
| 15.4              | Errors in Bookings.....                         | 23        |
| <b>ARTICLE 16</b> | <b>DESIGNATED HOLIDAYS .....</b>                | <b>24</b> |
| <b>ARTICLE 17</b> | <b>VACATIONS .....</b>                          | <b>24</b> |
| 17.1              | Definition .....                                | 24        |
| 17.2              | Vacation Year.....                              | 24        |
| 17.3              | Vacation Credits.....                           | 24        |
| 17.4              | Carry-Over of Vacation .....                    | 25        |
| 17.5              | Vacation Schedule .....                         | 25        |
| 17.6              | Vacation Pay on Termination .....               | 25        |
| 17.7              | Unbroken Vacation.....                          | 25        |
| 17.8              | Vacation Rotation.....                          | 25        |
| 17.9              | Posting Vacation Schedule .....                 | 26        |
| <b>ARTICLE 18</b> | <b>SICK LEAVE.....</b>                          | <b>26</b> |
| 18.1              | Definition .....                                | 26        |
| 18.2              | Dependent Care Leave .....                      | 26        |
| 18.3              | Annual Paid Sick Leave .....                    | 26        |
| 18.4              | Accumulation of Annual Sick Leave .....         | 27        |
| 18.5              | LONG TERM DISABILITY BRIDGING.....              | 27        |
| 18.6              | Leave of Absence While Sick.....                | 27        |
| 18.7              | Proof of Illness .....                          | 27        |
| 18.8              | Illness in Immediate Family - Unpaid Leave..... | 28        |
| 18.9              | Sick Leave Records .....                        | 28        |
| <b>ARTICLE 19</b> | <b>LEAVE OF ABSENCE.....</b>                    | <b>28</b> |
| 19.1              | Leave to Hold Office.....                       | 28        |
| 19.2              | Bereavement Leave .....                         | 28        |
| 19.3              | Pressing Necessity.....                         | 28        |
| 19.4              | Child Care Leave .....                          | 29        |
| 19.5              | Parental Leave .....                            | 29        |
| 19.6              | Seniority Status During Parental Leave .....    | 29        |
| 19.7              | Second Parent Leave.....                        | 30        |
| 19.8              | Personal Leave .....                            | 30        |
| 19.9              | Employee Crisis Leave .....                     | 30        |
| 19.10             | Jury Duty.....                                  | 30        |
| 19.11             | Leaves of Absence.....                          | 30        |
| 19.12             | Earning of Seniority.....                       | 31        |
| 19.13             | Extension of Leave.....                         | 31        |

|                   |  |           |
|-------------------|--|-----------|
| 19.14             | Maintenance of Benefits.....                         | 31        |
| <b>ARTICLE 20</b> | <b>PAY ADMINISTRATION.....</b>                       | <b>31</b> |
| 20.1              | Wage Schedule.....                                   | 31        |
| 20.2              | Direct Deposits.....                                 | 31        |
| 20.3              | Increments .....                                     | 32        |
| 20.4              | Increments After a Leave of Absence .....            | 32        |
| 20.5              | Hiring Rates .....                                   | 32        |
| 20.6              | Statement of Earnings.....                           | 32        |
| 20.7              | Calculation of Sick Leave and Vacation .....         | 32        |
| 20.8              | Promotion.....                                       | 33        |
| 20.9              | Temporary Assignment of Different Duties .....       | 33        |
| 20.10             | Payments Due on Separation .....                     | 33        |
| 20.11             | Project Employees .....                              | 33        |
| 20.12             | Professional Fees .....                              | 33        |
| <b>ARTICLE 21</b> | <b>JOB CLASSIFICATION AND RECLASSIFICATION .....</b> | <b>34</b> |
| 21.1              | Maintaining a Classification Plan.....               | 34        |
| 21.2              | Classification Shall be Submitted to the Union.....  | 34        |
| 21.3              | Manual of Class Specifications .....                 | 34        |
| 21.4              | Changes in Classification.....                       | 34        |
| 21.5              | Challenge from Senior Employees.....                 | 34        |
| 21.6              | Downward Reclassification .....                      | 34        |
| <b>ARTICLE 22</b> | <b>EMPLOYEE BENEFITS .....</b>                       | <b>34</b> |
| 22.1              | Pro-rating of Benefits .....                         | 34        |
| 22.2              | Personal Property Loss.....                          | 35        |
| 22.3              | Pension Plan.....                                    | 35        |
| <b>ARTICLE 23</b> | <b>Vaccinations.....</b>                             | <b>35</b> |
| <b>ARTICLE 24</b> | <b>Training.....</b>                                 | <b>35</b> |
| 24.1              | Job Required Training.....                           | 35        |
| 24.2              | Job Related Training.....                            | 35        |
| 24.3              | Personal Development Training.....                   | 36        |
| <b>ARTICLE 25</b> | <b>TRAVEL AND ALLOWANCES .....</b>                   | <b>36</b> |
| 25.1              | Use of Employee Vehicle .....                        | 36        |
| 25.2              | Meals and Accommodations .....                       | 36        |
| 25.3              | Cell Phones.....                                     | 37        |
| 25.4              | Incidental Allowance .....                           | 37        |
| <b>ARTICLE 26</b> | <b>LIFE AND DENTAL INSURANCE.....</b>                | <b>37</b> |
| <b>ARTICLE 27</b> | <b>OCCUPATIONAL HEALTH AND SAFETY .....</b>          | <b>37</b> |
| 27.1              | Joint Employer - Employee Committees .....           | 37        |
| 27.2              | Health and Safety Orientation and Instruction.....   | 37        |
| 27.3              | First Aid.....                                       | 37        |
| 27.4              | Protective Clothing and Equipment.....               | 38        |
| 27.5              | Working Alone.....                                   | 38        |
| 27.6              | Occupational Health Committee.....                   | 38        |
| 27.7              | Committee Minutes .....                              | 38        |

|                     |   |           |
|---------------------|---|-----------|
| 27.8                | Workplace Inspections .....                 | 38        |
| 27.9                | Committee Investigations .....              | 39        |
| 27.10               | Right to Refuse .....                       | 39        |
| 27.13               | Occupational Health Committee Training..... | 39        |
| 27.14               | Provision of Information .....              | 39        |
| 27.15               | Recognition of Social Illness .....         | 40        |
| <b>ARTICLE 28</b>   | <b>TECHNOLOGICAL CHANGE .....</b>           | <b>40</b> |
| <b>ARTICLE 29</b>   | <b>JOB SECURITY.....</b>                    | <b>40</b> |
| 29.1                | Agreement Subject to Applicable Laws .....  | 40        |
| 29.2                | Employer Amalgamation .....                 | 41        |
| 29.3                | Temporary Positions .....                   | 41        |
| <b>ARTICLE 30</b>   | <b>LAY-OFFS AND RECALLS.....</b>            | <b>41</b> |
| 30.1                | Definition of Lay-off .....                 | 41        |
| 30.2                | Role of Seniority in Lay-offs .....         | 41        |
| 30.3                | Recall Procedure.....                       | 41        |
| <b>ARTICLE 31</b>   | <b>DURATION .....</b>                       | <b>42</b> |
| 31.1                | Duration .....                              | 42        |
| 31.2                | Changes in Agreement .....                  | 42        |
| 31.3                | Notice to Bargain.....                      | 42        |
| 31.4                | Agreement to Continue in Force .....        | 42        |
| 31.5                | Wage Re-opener.....                         | 42        |
| <b>ARTICLE 32</b>   | <b>MANAGEMENT RIGHTS .....</b>              | <b>42</b> |
| <b>APPENDIX A</b>   | <b>WAGES.....</b>                           | <b>44</b> |
| <b>APPENDIX B</b>   | <b>LETTER OF UNDERSTANDING .....</b>        | <b>45</b> |
| <b>APPENDIX C</b>   | <b>LETTER OF UNDERSTANDING .....</b>        | <b>46</b> |
| <b>APPENDIX D</b>   | <b>HARASSMENT POLICY.....</b>               | <b>46</b> |
| <b>SIGNING PAGE</b> | <b>.....</b>                                | <b>51</b> |

**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this 5 day of April, 2018.

between

**THUNDER CREEK REHABILITATION ASSOCIATION INC.**  
hereinafter referred to as "the Employer"

**PARTY OF THE FIRST PART**

and

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

**PARTY OF THE SECOND PART**

**ARTICLE 1 PURPOSE**

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

- 1.1 To maintain and improve harmonious relations between the Employer and members of the Union.
- 1.2 To promote co-operation and understanding between the Employer and the Employees.
- 1.3 To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- 1.4 To encourage efficiency and safety in operations.
- 1.5 To provide residential support and outreach services to adults who experience severe and persistent mental health and or addictions.
- 1.6 To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement.

**ARTICLE 2 INTERPRETATION**

- 2.1 **Union** means the Saskatchewan Government and General Employees' Union representing the Employees of Thunder Creek Rehabilitation Association Inc.



- 2.2 **The Association** means the Thunder Creek Rehabilitation Association Inc.
- 2.3 **Employee** or **Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 3.
- 2.4 **Executive Director** means the Executive Director of the Thunder Creek Rehabilitation Association Inc.
- 2.5 **Bargaining Unit of Thunder Creek Rehabilitation Association Local 5173** consists of all in scope employees of Thunder Creek Rehabilitation Association as set forth in Article 3.
- 2.6 **Negotiating Committee** is a committee elected by the members of the Thunder Creek Rehabilitation Association bargaining unit.
- 2.7 **Steward Council** is elected by the members of the Thunder Creek Rehabilitation Association bargaining units to represent the members of the bargaining committee.
- 2.8 **Grievance Committee** is comprised of the stewards selected by the Union.
- 2.9 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 13, **14** and **20**.
- 2.10 **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.11 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary rate of a lower maximum.
- 2.12 **Transfer** means the movement of an employee from one position to another in the same or different class with a salary range having the same maximum.
- 2.13 **Plural or Masculine/Feminine Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 2.14 **Permanent Employee** means an employee who has successfully completed probationary period on initial appointment.
- 2.15 **Temporary** means a **permanent** position filled by an employee assigned for a specified period of time not to exceed 12 months.

- 2.16 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.17 **Class** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 2.18 **Casual Employee** is an employee who is called in as required to relieve the shifts of permanent employees.
- 2.19 **Shift** is the scheduled hours of work of an employee in a 24 hour period. The length of shift is dependent of the position held.
- 2.20 **Shift Rotation** is more than one consecutive shifts in a row followed by a set number of days off.
- 2.21 **Benefits** for purposes of maternity leave shall exclude vacation leave and sick leave.

### **ARTICLE 3 SCOPE**

- 3.1 The terms of this Agreement shall apply to all employees of the Employer excluding the following:
- Executive Director
  - Manager **of Programs**
  - Manager **of Operations**
- 3.2 Full-time students or social assistance trainees hired under a federal or provincial government job creation or job training program shall not be included in the bargaining unit.

### **ARTICLE 4 UNION SECURITY**

- 4.1 **Recognition**
- The Employer recognizes the Saskatchewan Government & General Employees' Union as the sole and exclusive collective bargaining agent for all its employees except as excluded in Article 3.1. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

#### 4.2 **Work of the Bargaining Unit**

Except in cases mutually agreed upon by the parties, persons whose jobs are not included in the bargaining unit shall not work on any jobs which are included in the bargaining unit. It is understood between the parties that this Article may not apply during work stoppage or emergency situations.

#### 4.3 **No Contracting Out**

The Employer agrees that all work or services performed by the employees shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have, as a condition, the provisions of this Agreement applied to the workforce involved.

#### 4.4 **Non-Discrimination**

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any worker in the matter of wage rates, training, upgrading, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of mental illness, age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, socio-economic status or marital status, family relationship, place of residence, physical handicap, nor by reason of her membership or activity in the Union, or any other reason within the context of human rights.

#### 4.5 **Refusal to Cross Picket Lines**

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

#### 4.6 **Union Membership**

- a) Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.
- b) Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.

- c) Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

4.7

#### **Check-Off**

- a) The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The employer shall remit such deductions to the Union at the conclusion of each pay period.
- b) The employer shall provide with the dues submission a list of names, classifications, hourly wage, and addresses of those who incurred the deductions.
- c) The employer shall inform the Union of any new hires, those on leave, resignations, or retirements which occurred during each pay period. The notification shall state the date in which the change occurred.
- d) The employer shall provide the information electronically.

4.8

#### **New Employees**

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

Within 30 days of being notified, a representative of the Union shall be given one hour during working hours to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

4.9

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

An employee temporarily filling an out-of-scope position shall continue to have Union dues deducted from her pay cheque and shall be entitled to all benefits and rights afforded by this Agreement.

4.10

#### **Union Access**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the Employer. A representative shall, after making suitable arrangements,

have access to the employees during working hours in order to investigate and assist in settling any grievances.

**4.11 Staff Room**

When physical facilities permit, the Employer agrees to designate a Staff Room which will be available to staff for staff and/or Union meetings.

**4.12 Bulletin Boards**

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

**ARTICLE 5 LABOUR/MANAGEMENT RELATIONS**

**5.1 Function of Union Management Committee**

A joint committee shall be set up to deal with matters which are not contained in this Agreement.

If the Employer and the steward council agree, the Union Management Committee may address matters which arise from the Collective Agreement which do not meet the criteria outlined in the definition of grievance.

**5.2 Meeting of Committee**

The Committee shall be composed of representatives of the Employer and the elected members of the bargaining unit.

**5.3 Time Off for Meetings**

The Committee shall meet as and when required, upon request of either party, within seven (7) working days. Meetings are to accommodate working hours of employees unless otherwise agreed upon by members of the bargaining committee.

**5.4 Employer Shall Notify Union**

The Employer agrees that any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit shall be communicated to the Union as far in advance as possible before they are dealt with at a Board meeting. This article does not apply in cases of hiring, firing or disciplinary matters.

5.5 **Board Meetings**

The Bargaining Unit shall be entitled to have a representative present at all Board meetings except during discussions of confidential union/management disputes and personnel committee reports.

5.6 **Copies of Motions**

Copies of motions, resolutions, and Board minutes adopted, which relate to the working conditions, staff or matters covered by this Agreement, will be forwarded to each shop steward.

5.7 **Contact at Work**

Representatives of the Union shall have the right to contact workers at work on matters respecting this Agreement or its administration without loss of pay to the workers. It is understood that these contacts will be conducted within reasonable time limits and that the duties of the employees will be met.

5.8 **Union Business**

The Employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union, providing that operational requirements of the workplace shall be met. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- a) That employees shall be granted leave of absence with pay to attend all decision-making Conventions and conferences of the SGEU to which they are delegates.
- b) That the employees elected as Stewards shall be granted leave of absence with pay to attend Union education courses.
- c) That employees elected to office within the Union or to any of the Unions to which SGEU is affiliated shall be granted leave of absence with pay to attend to those duties.
- d) That all employees shall receive leave of absence with pay and without loss of benefits for all other time required to participate in the Union.

The Union will reimburse the Employer for wages and benefits under (a), (b), (c), or (d), if the Employer replaces the employee on Union leave.

- e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 5.8.

5.9 **Leave for Union Position**

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour, or Canadian Labour Congress, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, upon request, during her term of office. Such employee shall continue to receive her salary and benefits from the Employer, conditional on reimbursement of such salary and full benefits costs by the Union to the Employer.

5.10 **Stewards**

The steward(s) shall be elected by the workers in the workplace to see that the provisions of this Agreement are adhered to.

5.11 **Recognition**

The Employer recognizes the steward(s) elected by the bargaining unit.

5.12 **Without Loss of Pay**

The steward(s) shall investigate and process grievances or confer with representatives of the Union during working hours without loss of pay.

5.13 **Harassment**

The parties agree that complaints of harassment will be handled in accordance with the Harassment Policy in Appendix D of this Agreement.

5.14 **Names of Stewards**

The Steward Council shall notify the Employer's representative(s) in writing of the name of each steward.

5.15 **Personal Rights**

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for members of the Board which are not connected with the operation of the Employer.

5.16 **Legal Costs**

The Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of the performance of the normal duties of her employment for the Employer. The legal advisor shall be mutually agreed upon by the parties to this Agreement, unless a legal advisor is appointed by the Employer's insurer.

5.17 **Permission to Leave Work**

- a) Any employee who feels that she has been aggrieved, or any employee with relevant grievance information shall receive permission from her supervisor to leave work temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time as soon as possible.
- b) The Employer agrees that a steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure, and that such steward shall not suffer any loss in pay for the time so spent. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time as soon as possible.

5.18 **Collective Agreements**

The Union will provide management with four (4) copies of the Collective Agreement.

**ARTICLE 6 GRIEVANCE PROCEDURE**

6.1 **Definition of Grievance**

A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.
- b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.



## 6.2 **Policy Grievance**

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

## 6.3 **Union May Institute Grievances**

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

## 6.4 **Stewards**

- a) The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.
- b) Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisor(s) involved. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

## 6.5 **Names of Stewards**

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

## 6.6 **Permission to Leave Work**

- a) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave work temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible.
- b) A steward or elected Union Representative shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure. The matter shall be dealt with as promptly as possible while on work time.
- c) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

## Procedure

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

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

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

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

Any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

### a) Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Labour Relations Officer on behalf of the aggrieved to the Executive Director within thirty (30) calendar days of failure of resolution at the local level.

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

### b) Step 2 – Meeting

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

The meeting will include the grievor, steward if available, the SGEU Labour Relations Officer and the employer representative(s). Whenever possible the meeting will occur during work hours. There shall be no loss of pay for the grievor and the steward.

The meeting will:

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

- If settlement is not reached at the Step 2 meeting, the Executive Director shall render the decisions in writing within fifteen (15) calendar days of the meeting.
- c) Step 3 – Mediation  
If settlement is not reached at Step 2, the SGEU Labour Relations Officer within thirty (30) calendar days may apply for Mediation.
- d) Step 4 – Arbitration  
If settlement is not reached at Mediation, the SGEU Labour Relations Officer within thirty (30) calendar days may apply for Arbitration.

#### 6.8 **Special Measures**

- a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

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

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

#### 6.10 **Failure to Act Within Time Limits**

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

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

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

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

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

## **ARTICLE 7      **MEDIATION****

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

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

### **7.1           **Selection of a Mediator****

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

### **7.2           **Role of the Mediator****

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

### **7.3           **Rules Applicable to Grievance Mediation****

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

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

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

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

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

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

### **7.4           **Grievance Mediation Process****

The mediator will provide an introduction of the mediation process.

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

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

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

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

## **ARTICLE 8      ARBITRATION**

### **8.1              Selection of an Arbitrator**

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

### **8.2              Procedure**

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

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

No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

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

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave in accordance with
- c) Article 5.8(d) and expenses paid by the Union.
- d) If called by the arbitrator, the parties shall share equally the costs.

8.3 **Decision of the Arbitrator**

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

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

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

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

8.4 **Expenses of the Arbitrator**

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

**ARTICLE 9 DISMISSAL, SUSPENSION AND DISCIPLINE**

9.1 **Just Cause**

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

9.2 **Discipline**

In the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:

a) **Counselling Interview**

In the event of a difficulty related to job performance of an employee, the Executive Director will arrange a counselling interview with the employee prior to taking any further action. The employee shall have the right to have a shop steward present during this interview. The Executive Director may keep a record, separate from the employee's personnel file, that a meeting held under this article took place.

b) **Verbal Warning**

The first step in the disciplinary procedure shall take the form of a verbal warning in which there shall be a meeting of the employee, her shop steward and the Executive Director to discuss the issues raised and to agree upon a solution. There shall be a record of the verbal warning placed on the employee's file.

Should there be no satisfactory resolution through the above procedure; the following procedure shall be followed:

c) Letters of Reprimand

Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the employee within 15 calendar days of the event of the complaint. Such letters shall become part of an employee's record, subject to Article 9.5. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Copies of letters of reprimand will be forwarded to the Union unless otherwise specified by the employee.

d) Suspension

Suspension without pay may be effected for just cause. The employee and the Union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included.

e) Dismissal

Dismissal shall be effected by the Chairperson of the Board or by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. The Employer shall give a minimum of one week's notice in writing or pay in lieu of such notice (except in case of dismissal for gross misconduct) to employees with up to six months of service, two weeks' written notice to employees with six months to one year's service, and 30 days' written notice after one year's service.

9.3 **Serious Misconduct**

The Employer may bypass the procedures of Articles 9.2 a), b), c) and go directly to suspension or dismissal in cases of serious misconduct.

9.4 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after 12 months following a disciplinary action.

9.5 **Records of Employees**

Personnel records of an employee shall be open to her scrutiny upon request and in the presence of the Employer. A Union representative, upon request in writing by the employee, shall have access to the file.

9.6 **Reinstatement of Rights**

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

9.7 **Mandatory Drug Testing**

The Employer agrees that it will not implement a mandatory drug testing program for employees, and that it will not submit employees to medical surveillance. The Employer may, however, require a medical statement of fitness of any employee returning to work after sick leave.

**ARTICLE 10 SENIORITY**

10.1 **Definition**

The seniority of an employee is defined as the length of service from the date of initial employment with the Employer. Each employee shall have a day's seniority counted on a day worked. For other than full-time permanent employees, seniority will be defined as hours worked for the Employer.

10.2 **Seniority for Casuals**

The seniority of a casual employee is determined by actual number of hours worked for the Employer.

10.3 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not reinstated.
- b) Resignation in writing and not withdrawn within fourteen (14) days of its submission.
- c) If permanent, laid off and not re-hired within twenty-four (24) months; if temporary, within twenty-four (24) months of expiry of the employee's term; if casual, within eight (8) months of the employee's last reporting for work.
- d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) days' notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show a justifiable reason for failure to report to work.



- e) One hundred and twenty-five (125) days of no shifts, unless she has requested a leave of absence for extenuating circumstances, or five consecutive refusals by a casual employee to report for work for shifts she previously indicated she would be available for.

10.4            **Seniority Lists**

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

10.5            **Appointments Out-of-Scope**

No employee shall be appointed to an out-of-scope position without her consent, except in case of emergency. Employees filling an out-of-scope position shall accumulate seniority to be calculated at the time of reinstatement, **as per Article 4.9.**

10.6            **Compensation for Temporary Performance of Higher Duties**

An employee temporarily appointed to a higher position for one day or more shall receive the rate of pay at the minimum of the range for the higher position, except when the minimum yields less than a 3% increase. In such a case, her rate shall be adjusted to the step in the higher range yielding at least 3%. In no case will the rate exceed the maximum of the higher range.

**ARTICLE 11      APPOINTMENTS AND STAFF CHANGES**

11.1            **Filling Positions by Competition**

All vacancies and new positions which the Employer wishes to fill shall be subject to in-service competition and will be posted as per Article 11.2, eight (8) days prior to any outside advertising.

11.2            **Job Postings**

Job competitions shall allow a minimum of eight (8) days for applications to be submitted and shall be announced in the form of a bulletin board posted in the Association's office. All casual employees shall be informed on the date of the posting or as soon as possible. The Employer shall negotiate hours of work on jobs to be posted prior to posting and will negotiate any changes that affect that position thereafter.

### 11.3 **Information of Posting**

The bulletin shall set out the following information:

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

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

Following the closing date for the receipt of applications, the Association shall notify the Union of the appointment of the successful applicant.

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

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

When there is more than one (1) internal applicant and an interview is required, the employer shall contact the chair of the bargaining committee to assign an elected union representative to attend the interviews.

### 11.6 **On-the-Job Training**

In order to provide on-the-job training, the Employer and the Union shall establish a committee to develop a training program which shall be mutually agreed upon by the parties.

The training program shall include:

- a) seminars and conferences;
- b) training requirements in the workplace;
- c) procedures for selection of candidates;
- d) allocation of available funds.

Once training opportunities are designated, such training opportunities shall be allocated by a vote of the staff in consultation with the Executive Director. Employees' attendance at such training sessions, including travel time, shall be considered as hours worked.

**11.7 Probation Periods**

All probation periods shall be six (6) months, effective from commencement of employment in each new position.

Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, she shall be returned to her former position and the current rate of pay for that position, except in the case of a new employee, where employment shall be terminated.

**11.8 Completion of Probationary Periods**

At the successful completion of the probationary period, the employee shall be so informed, in writing. The probation period may be extended with mutual agreement of the parties.

**ARTICLE 12 HOURS OF WORK**

**12.1** A schedule of hours of work for employees shall be developed by the Employer. Alterations to the schedule may be made by mutual agreement between the Employer and the Union, taking into consideration the needs of the clients. If the Executive Director and the Union are unable to agree on alterations to the schedule, each may make representations to the Board of Directors, who shall make the final decision.

**12.2** All full-time employees except those classified as Mental Health Worker I shall work forty (40) hours in seven (7) day period.

**12.3 Mental Health Worker I**

The hours of work for a Mental Health Worker I shall not exceed 47.5 hours in a seven day period.

**12.4 Casual Employees**

Casual employees shall be called in to fill vacant shifts in order of seniority followed by rotation thereafter.

When possible the employer will attempt to schedule shifts as far in advance as possible.

Casual employees will be allowed to maximize their hours prior to a call out for overtime.

Casual employees shall be paid at the casual rate until they obtain 240 hours of work experience within one (1) year and have successfully passed a skills review. Following completion, they will be compensated at the actual rate of pay for the position they are covering.

**12.5 Earned Days Off**

- a) An Employee may work forty (40) hours a week, in order to receive an earned day off every three (3) weeks.
- b) The Employee shall inform the employer on March 1 of each year if she chooses to receive an Earned Day Off or to be paid out for the time worked over 37.5 hours per week.
- c) A maximum of three (3) Earned Days Off may be banked
- d) The banked Earned Days Off shall be taken upon approval of the manager prior to the end of the fiscal year

**ARTICLE 13 DIFFERENTIALS AND PREMIUMS**

**13.1 Employees shall receive a shift differential of \$0.25 for hours between 11:00 p.m. and 7:00a.m. Sunday to Thursday.**

**13.2 Employees shall receive a weekend night premium of \$0.50 for hours worked between 11:00 p.m. Friday to 7:00 a.m. Saturday and 11:00 p.m. to 7:00 a.m. Sunday.**

**13.3 No shift differential or premium shall be used to calculate vacation pay.**

**ARTICLE 14 OVERTIME**

**14.1 Definition**

All time worked in excess of regular full-time hours, shall be considered overtime.

All time worked on a designated holiday or day of rest shall be considered overtime.

**14.2 Distribution of Overtime**

Overtime shifts shall be offered first to permanent full-time employees by seniority then by rotation thereafter.

Should there be no fulltime employee available, overtime shall be offered to part-time and casual employees first in order of seniority then by rotation thereafter.

14.3 **Authorization of Overtime**

The employee shall request in writing approval for overtime from the Executive Director or designate prior to its occurrence. In extenuating circumstances, authorization shall be approved the following day.

14.4 **Compensation for Overtime**

Overtime worked shall be compensated at the rate of time and one-half for the position being filled. Employees shall have the option to receive time in lieu at the appropriate rates at a time selected by mutual agreement.

14.5 **Voluntary Overtime**

Under normal operating circumstances, employees shall not be required to work overtime against their wishes.

14.6 **Call Back**

- a) An employee who is called back to the work site outside her regular working hours shall be credited for a minimum of three hours at overtime rate to be paid out or to be taken as time in lieu.
- b) An employee who is required to attend a scheduled meeting outside her regular working hours shall be credited at the applicable overtime rate for time spent.

14.7 **Taking Time in Lieu**

Time in lieu must be taken within ninety (90) days and may not accumulate beyond forty (40) hours. If extenuating circumstances occur, alternate arrangements must be agreed by all parties.

**ARTICLE 15 CALL IN**

15.1 Employees working less than full time shall be offered **available shifts** to a maximum of full time hours, **provided they are qualified to perform the duties**, prior to calling those on the casual list.

15.2 **Casual List**

- a) A list of casual employees shall be created and maintained specific to the program.
- b) The list shall be in order of seniority as published on the 15<sup>th</sup> of each month.
- c) The employee is responsible for providing accurate contact information to the office manager.

- d) Whenever possible, the employee shall advise the manager in advance when she is not available.

15.3

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

- a) Notice of More Than 48 Hours Before the Shift
  - i) Monday through Friday, when there is more than 48 hours before the shift to be filled, the Employer shall contact the most senior employee on the casual list.
  - ii) Weekends and public holidays, when there is more than 48 hours before the shift to be filled, the employee on shift shall contact the most senior employee on the casual list.
  - iii) If the employee does not respond within two (2) hours, the next senior casual on the list shall be called.
  - iv) If there is no employee on the list available to fill the shift, the Employer shall proceed to call fulltime employees for overtime in accordance to Article **14.2**.
- b) Notice of Less Than 48 Hours Before the Shift
  - i) During regular office hours on Monday through Friday, when there is less than 48 hours before the shift to be filled, the Employer shall contact the most senior employee on the casual list.
  - ii) Evenings, weekends and public holidays, when there is less than 48 hours before the shift to be filled, the employee on shift shall contact the most senior employee on the casual list.
  - iii) The call shall be made to all phone numbers provided by the employee.
  - iv) If there is no immediate personal contact, the next senior casual on the list shall be called.
  - v) If there is no employee on the list available to fill the shift, full time employees shall be offered overtime in accordance to Article **14.2**.

15.4

### **Errors in Bookings**

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

## **ARTICLE 16 DESIGNATED HOLIDAYS**

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

New Year's Day Saskatchewan Day

Family Day Labour Day

Good Friday Thanksgiving Day

Easter Monday Remembrance Day

Victoria Day Christmas Day

Canada Day Boxing Day

and any other day legislated by the Federal or Provincial Governments as a holiday.

## **ARTICLE 17 VACATIONS**

### **17.1 Definition**

Vacation means annual vacation with pay.

### **17.2 Vacation Year**

Vacation year means the twelve month period commencing on April 1 and ending on March 31 the following year.

### **17.3 Vacation Credits**

April 1 each year the employees shall be credited with their annual allotment of vacation credits.

Employees will be entitled to take earned vacation leave with pay on the following basis:

- a) During the first through fifth (5<sup>th</sup>) years of continuous employment, 1.25 vacation days per month worked (15 days per year).
- b) During the sixth (6<sup>th</sup>) through twelfth (12<sup>th</sup>) years of continuous employment, 1.67 vacation days per month worked (20 days per year).
- c) During the-thirteenth (13<sup>th</sup>) through twentieth (20<sup>th</sup>) years of continuous employment, 2.083 vacation days per month worked (25 days per year).
- d) During the twentieth (20<sup>th</sup>) and subsequent years of continuous employment, 2.5 vacation days per month (30 days per year).

All employees who are less than full-time will earn vacation credits on a pro rata basis.

A record of all vacation leave will be kept by the Employer. Immediately after the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated vacation leave is correct.

17.4 **Carry-Over of Vacation**

Upon request to the Employer by March 1<sup>st</sup>, carry-over of up to five vacation days shall be approved.

17.5 **Vacation Schedule**

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

- granted bereavement leave, or
- granted sick leave of three days or more upon presentation of a medical certificate, or
- granted other approved leave of absence, or
- when a statutory holiday falls on a day during an employee's vacation period,

the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

17.6 **Vacation Pay on Termination**

Any employee who terminates employment and has not used all her earned vacation credits will be paid in lieu of such earned vacation.

Any employee who terminates employment and has used more vacation credits than has earned shall have the amount owing deducted off her final pay cheque.

17.7 **Unbroken Vacation**

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

17.8 **Vacation Rotation**

Annual vacation shall be regulated on a mutually agreed rotation plan. Wherever possible, the initial placing of employees in the rotation plan



will be according to seniority; thereafter the rotation will take place in accordance with agreed procedure established between the Union and the Employer. This does not preclude two employees taking vacation at the same time. Where an annual vacation is split upon request by an employee, seniority shall be exercised in the first instance only.

17.9 **Posting Vacation Schedule**

Vacation schedules shall be posted in advance each year. Once posted, these dates cannot be changed without mutual consent of the employee(s) and the Employer.

**ARTICLE 18 SICK LEAVE**

18.1 **Definition**

- a) Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act, or due to required medical or dental appointments.
- b) **Casual employees are not eligible for paid sick leave.**

18.2 **Dependent Care Leave**

- a) Leave with pay up to eight (8) hours per year shall be granted to any employee for family care obligations. The leave is to be used for parenting and family obligations, including but not limited to: child care, parent/teacher time, day care co-op time, care of the elderly and medical appointments. This will not be deducted from sick leave.
- b) The first eight (8) hours per year accessed under this clause shall not be deducted from sick leave. Leave accessed in excess of eight (8) hours per year will be deducted from sick leave entitlement.
- c) Where an employee does not have sufficient sick time credits to cover the request, employees will be encouraged to use banked time first, and then available vacation leave or take an unpaid leave of absence.
- d) **Casual employees are not eligible for Dependent Care Leave.**

18.3 **Annual Paid Sick Leave**

- a) Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 ¼) working days per month

(fifteen working days per year). A working day is the regular working day of each employee.

- b) **Casual employees do not accumulate sick leave.**

#### 18.4 **Accumulation of Annual Sick Leave**

- a) The unused portion of an employee's sick leave shall accrue for her future benefit to a maximum of 50 days.
- b) **An Employee who resigns from her permanent full time or part-time position and remains on the casual list shall retain her accumulated sick leave to be used in accordance to Article 18.1. No further accrual of credits will occur.**

#### 18.5 **LONG TERM DISABILITY BRIDGING**

**Long Term Disability (LTD) Bridging shall be for lost income up to day one hundred and nineteen (119), the threshold for LTD.**

**An employee shall be eligible for LTD Bridging if she has depleted her fifty (50) days of accrued sick leave credits in the previous twelve (12) month period, has applied for Employment Insurance (EI) and LTD.**

**Compensation shall be granted as per the following formula:  
119 days – 50 days (accumulated sick leave) – EI compensable days = number of days the employee will be compensated.**

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

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work. Such leave shall be reviewed annually. Such an employee shall be replaced by a casual. During the first three months of such leave, the employee will continue to earn seniority, and the Employer will continue to pay its share of benefits costs; after three months, the employee will pay the premium costs, if the policies allow. Employees with ten years of seniority will earn seniority for the period of the leave not to exceed three years.

#### 18.7 **Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three consecutive days. If a medical certificate is required, such a certificate will be requested during such illness, and will be paid for by the Employer if a charge to the employee is incurred for such.

18.8 **Illness in Immediate Family - Unpaid Leave**

- a) Employees shall be entitled to an unpaid leave of absence of up to one year to attend to the needs of an immediate family member. Employees will earn seniority only during the first three months of such leave. Employees with ten years of seniority will earn seniority for the entire period of the leave.
- b) **Casual employees will not earn seniority on illness in immediate family leave.**

18.9 **Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each fiscal year, each employee shall review the records of the Employer and verify that the accumulated sick leave is correct.

**ARTICLE 19 LEAVE OF ABSENCE**

19.1 **Leave to Hold Office**

At the request of an employee who is elected to public office, she shall be granted unpaid leave of absence without loss of seniority for the term of public office.

19.2 **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee. Such leave shall consist of up to five (5) days per bereavement. Additional time shall be granted under extenuating circumstances. This will be applicable in the case of members of the immediate family, including aunts, uncles, cousins, grandparents, relations through marriage, close personal friends, and same-sex spouse. This leave is non-cumulative, and shall not be deducted from accumulated sick leave credits. This shall be limited to 15 days per year, although additional days may be granted under extenuating circumstances.

19.3 **Pressing Necessity**

Necessary time off work without pay shall be granted to an employee for pressing personal matters or family matters beyond the employee's control. This would include such matters as: illness in the family, birth or adoption of a child, natural disaster, examination leave, and moving. Such leave shall consist of up to three days. Additional time may be granted under extenuating circumstances.

#### 19.4 **Child Care Leave**

Any employee with sufficient cause may be entitled to a leave of absence without pay for up to a maximum of three months, without loss of seniority, for the purpose of caring for their child or children. Sick leave and designated holiday benefits will not be earned during such leave beyond one month.

#### 19.5 **Parental Leave**

An employee shall be entitled to parental leave without pay upon presentation of a medical certificate confirming the pregnancy of employee or spouse, or legal documentation guardianship or adoption. The certification shall indicate the expected leave date. The employee shall not be denied the right of employment solely on the basis of pregnancy.

The following conditions shall apply:

- a) The Employer may require the employee to take parental leave not more than twelve weeks before the estimated date of birth if the employee is unable to carry out her normal duties and no other opportunity exists to modify duties, or when, in the opinion of a medical practitioner, the leave is warranted.
- b) Parental leave shall cover a period up to a total of **18** months before and/or after the birth, guardianship and/or adoption of the child. Where a doctor's certificate is provided stating that a longer period of leave is required for health reasons, an extension of up to a maximum of one year longer may be granted to a permanent employee.
- c) During the leave, the employee shall continue to earn all benefits under the Collective Agreement except for sick leave and vacation leave, which shall be earned for the first month. Upon return from the leave, the employee shall be reinstated in her former position.
- d) Notice of intention to return to work, or request for a change of length of leave of absence must be forwarded to the Employer 30 days' prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the 30 days' notice.

#### 19.6 **Seniority Status During Parental Leave**

The employee shall suffer no loss of accumulated seniority rights due to maternity leave of absence. Seniority shall accumulate during the period of leave.

19.7                   **Second Parent Leave**

Four days leave with pay shall be granted to an employee for **second parent** leave. Additional days may be granted per Article **19.3**. In the case of the **second parent** choosing to stay at home with the child, the same benefits as covered in Article **19.5** would apply.

19.8                   **Personal Leave**

In addition to sick leave credits, full time employees shall be granted twelve (12) hours of Personal Leave per year. These may be used at the employee's discretion, when an employee feels unable to report to work, but cannot be accumulated.

19.9                   **Employee Crisis Leave**

When an employee is required to seek shelter from an abusive relationship or enters a rehabilitation program for drug or alcohol abuse, or other personal crisis, the employee shall be entitled to draw on unexpended sick leave, vacation leave or shall be granted a leave of absence without pay.

19.10                  **Jury Duty**

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

19.11                  **Leaves of Absence**

Leaves of absence are available to all permanent full-time and permanent part-time employees and will be granted for educational or personal developmental purposes, as mutually agreed to, and will be unpaid.

- a) Employees will accumulate eligibility for one month's leave with every two months' service.
- b) Leave may be applied for after the employee's initial probationary period has been successfully completed.
- c) Employees must make a commitment to the Employer to work for two months for every month granted under this leave.
- d) Leaves may be restricted by the following conditions:
  - i) No more than one full-time employee may be on leave at the same time unless mutually agreed upon by the parties to this Agreement.

- ii) Seniority will determine allocation of such leaves on a rotational basis. If an employee does not wish to exercise her turn she will follow the employee next lower on the list.
- e) Leave requested due to stress must be accompanied by supporting medical documentation.
- f) The limit on this leave shall be one year. Employees may request separate subsequent leaves upon the approval of the Executive Director.

**19.12 Earning of Seniority**

Employees granted leaves of absence under Article **19.11** shall not continue to earn seniority, but shall retain their accumulated seniority upon returning from such leaves of absence, and shall be reinstated in their former position. Employees will, however, continue to earn seniority while on stress leave and job-related educational leave, provided that the Employer had agreed in advance of the leave that such leave is job-related.

**19.13 Extension of Leave**

At the conclusion of an employee's leave of absence, the employee shall return to work, unless she requests an extension for a minimum of four weeks, by providing no less than two weeks' notice in writing to the Employer.

**19.14 Maintenance of Benefits**

The Employer will continue to pay its share of the premiums of the benefits plans for three months for employees on maternity or paternity leave, and for employees on job-related educational leave where the Employer has agreed in advance of the leave that such leave is job-related. After the three months, if the insurance policies allow, the employee will have the option of maintaining benefits coverage if she pays the required premiums herself.

**ARTICLE 20 PAY ADMINISTRATION**

**20.1 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.

**20.2 Direct Deposits**

The employees shall have their wages directly deposited bi-weekly into their bank account.

20.3

### **Increments**

- a) For the purpose of calculating increments for full-time employees, an employee who commences employment during the period from the first (**1<sup>st</sup>**) to the fifteenth (**15<sup>th</sup>**) of the month shall be granted an annual increment as if she commenced employment on the first day of that month.
- b) An employee who commences employment during the period from the sixteenth (**16<sup>th</sup>**) to the end of the month shall be granted an annual increment as if she commenced employment on the first day of the following month.

20.4

### **Increments After a Leave of Absence**

When an employee returns to work after a leave of absence without pay, or returns to work within 24 months after lay-off, she shall be reinstated to her former step in the salary range, and will be credited with all the seniority she possessed before the leave or lay-off unless otherwise stated in this Agreement.

20.5

### **Hiring Rates**

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Appendix "A," except where there is agreement between the Employer and the Union to hire above the minimum. Employees who occupy a position on a part-time or temporary basis and are successful in obtaining that same position on a permanent appointment shall have their previous service in that position credited for the purpose of hiring within the range, and for the determination of their increment date.

20.6

### **Statement of Earnings**

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

20.7

### **Calculation of Sick Leave and Vacation**

- a) For the purposes of computing sick leave and vacation entitlement, an employee who commences employment during the period from the first (**1<sup>st</sup>**) to fifteenth (**15<sup>th</sup>**) of the month will receive credit for the month's service.
- b) Employees commencing employment from the sixteenth (**16<sup>th</sup>**) day to the end of the month shall have sick leave and vacation granted on a pro-rated basis.

20.8 **Promotion**

On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than a 3% increase. In such a case, her rate shall be adjusted to the step in the new pay range yielding at least 3%. In no case will the rate exceed the maximum of the range.

20.9 **Temporary Assignment of Different Duties**

When the employer temporarily assigns an employee to duties in a lesser paying position, the employee shall be paid at her regular rate of pay.

20.10 **Payments Due on Separation**

Payments under this Agreement due to an employee on separation shall be made within a period of two weeks excepting, however, in those instances where it is necessary to withhold payments pending the settlement of any advances repayable or any other valid claim against an employee. In the event of death of any employee, any amounts due shall be paid to the estate.

20.11 **Project Employees**

- a) Employees working on all temporary projects will be covered by the collective agreement. Wages and benefits will be determined by the level of funding the employer receives for these projects. If funding is continuously obtained for a period of 1 year or more the parties agree to meet and negotiate the new position as per Article 21.
- b) The assignments will be assigned to the senior qualified employee and wages will be determined by the level of funding the employer receives. The employer agrees to provide the Union with a copy of the contracts to verify the funding available.

20.12 **Professional Fees**

The Employer shall pay the professional fees of all employees who are required as a condition of employment to be a member of an association. The amount shall be pro-rated for less than full time employees.



**ARTICLE 21      JOB CLASSIFICATION AND RECLASSIFICATION Maintaining a Classification Plan**

The Employer shall maintain a position classification plan in which positions of a similar kind, difficulty, level of responsibility, skills required and qualifications and training required are included in the same class.

**21.2                      Classification Shall be Submitted to the Union**

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

**21.3                      Manual of Class Specifications**

A manual of class specifications, currently maintained, shall be kept in the Employer's office and shall be available for inspection.

**21.4                      Changes in Classification**

When the volume of work or the duties of any classification is altered or changed, or where the Union or the employee feels she is incorrectly classified or when a new classification not covered by this Agreement is being created during the term of this Agreement, the rate of pay, hours of work, and qualifications shall be subject to negotiation between the parties. All settlements shall be retroactive to the initiation of the request

**21.5                      Challenge from Senior Employees**

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

**21.6                      Downward Reclassification**

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

**ARTICLE 22      EMPLOYEE BENEFITS**

**22.1                      Pro-rating of Benefits**

Permanent full-time and permanent employees working less than full-time shall be entitled to all benefits of this Agreement. Eligibility shall be defined by Plan Text.

Casual/relief employees do not receive benefits.

## 22.2 **Personal Property Loss**

Employee's personal property loss or damage, by action of a client, shall be replaced or repaired at the expense of the Employer, if the employee was not negligent in the performance of her duties.

## 22.3 **Pension Plan**

- a) **For permanent Employees, excluding those who are casual,** the employer will deposit 8% of gross salary into the Public Employees Superannuation Plan. **Should the Employee choose to contribute addition funds, the Employer will match the contribution up to 9% of gross salary.**
- b) Employees who earn less than \$7,500/year may elect to have the pension contribution placed into their pension at the Saskatchewan Pension Plan.

## **ARTICLE 23 Vaccinations**

The employer shall pay the cost of vaccinations for employees against Hepatitis A and B, Tetanus, Diphtheria, Mumps, Measles and Rubella, or any other vaccination required to protect the employees from illnesses caused by workplace exposure.

## **ARTICLE 24 Training**

### 24.1 **Job Required Training**

- a) The employer shall provide opportunity for employees to attend any course of study that directly relates to an employee's job classification, and that leads to improvement of skills and knowledge which benefit the employer and the employee.
- b) If deemed mandatory, the employer shall cover all costs associated with the training including, travel, and sustenance.
- c) Employees' attendance at on the job training sessions, including travel time, shall be considered as hours worked. Should the required training be an employee's day of rest, the employer shall pay appropriate overtime rates.

### 24.2 **Job Related Training**

- a) The employer shall provide opportunity for an employee to maintain accreditation or license when in a regulated position.
- b) The employer reserves the right to limit the number of approved participants based on funding availability and staff demand.

- c) The employer shall cover all costs associated with the training including, travel, and sustenance.

24.3 **Personal Development Training**

The employer shall allow an employee to take an education leave and access the education allowance to attend a course of study that does not relate to an employee's current position, but can be rationalized as providing the employee with the opportunity to gain skills and knowledge for other positions within the Thunder Creek.

**ARTICLE 25 TRAVEL AND ALLOWANCES**

25.1 **Use of Employee Vehicle**

When employees use their own vehicles the following will apply:

- a) Employees who are required to use their vehicle will be paid a vehicle allowance of fifty dollars (\$50.00) plus actual per kilometre up to three hundred (\$300.00) per month based on the current Public Service Commission (PSC) rates.
- b) Employees required to use their personal vehicle on an occasional bases shall be reimbursed for actual kilometres based on PSC rates.
- c) **Employees who are required to use their vehicle on a daily bases shall be reimbursed up to \$200.00 per fiscal year for vehicle cleaning.**
- d) Employees required to use their vehicles in excess of the maximum reimbursed kilometres will be provided with a Canada Revenue Agency form T2200 or its successor, signed by the Employer. It will indicate that the use of the employee's vehicle was required in the performance of the employee's duties.

25.2 **Meals and Accommodations**

- a) The meal and accommodation rates, as adjusted from time to time, in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union will apply when an employee's work requires them to be away from the City of Moose Jaw.
- b) When employees are doing work for the Association, which requires them to be away from their residence, they are not required to be billeted. They will be provided with reasonable hotel or motel accommodation.

25.3 **Cell Phones**

Employees who use their own cell phone for work purposes will be provided with a Canada Revenue Agency form T2200 or successor, signed by the Employer and indicating that the employee's use of a cell phone was required by in the performance of their duties.

25.4 **Incidental Allowance**

Independent Living Workers will be provided \$10.00 per client, per month to cover program expenses.

**ARTICLE 26 LIFE AND DENTAL INSURANCE**

The Employer agrees to continue full payment of the premiums for the life insurance and dental insurance policies currently in effect. Employees will receive the benefits of coverage only if they qualify by the terms of those insurance policies.

The Employer will commit the unused portion of benefit funds to contribute to an Extended Health Plan to the maximum of the single rate for permanent part-time, half-time or full-time employees. The Employer's contribution will be dependent upon the funds available and the number of employees enrolled in the plan. Employees shall apply for enrolment by April 1 of each year.

**ARTICLE 27 OCCUPATIONAL HEALTH AND SAFETY**

27.1 **Joint Employer - Employee Committees**

Joint Employer - Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two members and not more than 12 members, unless specifically agreed by all members of the workplace OH&S Committee. At least one-half of the committee members shall be employees elected or appointed by the Union members and each committee shall have Employer and employee chairpersons, as appointed by their respective parties.

27.2 **Health and Safety Orientation and Instruction**

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

27.3 **First Aid**

The Employer shall make provision of facilities and training for first aid, taking into account the nature of the work performed by employees and

the proximity of medical assistance. The Employer will provide and properly maintain a medical aid log book at each first aid station.

27.4 **Protective Clothing and Equipment**

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

27.5 **Working Alone**

Where any worker works in relative isolation, she shall have access to an off-duty supervisor in the event of an emergency.

27.6 **Occupational Health Committee**

- a) The Occupational Health and Safety Committee shall have a continuing concern with respect to the health and safety at the workplace. The committee shall meet not less than quarterly. The committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.
- b) Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are worker representatives.
- c) The Employer will consider as hours worked, all time spent by Committee members at Committee meetings, conducting Committee business, and reporting to employees on the progress of the Committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.

27.7 **Committee Minutes**

Every committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the committee, with copies promptly forwarded to the Employer, the Union, and the Ministry of Labour. All committee minutes will be kept with other Committee records and correspondence, and shall be available for inspection by any employee and the Union.

27.8 **Workplace Inspections**

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

27.9 **Committee Investigations**

Each committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the Union (and the Ministry of Labour if required or deemed advisable).

27.10 **Right to Refuse**

A worker may refuse to do any particular act or series of acts at work which she has reasonable grounds to believe are unusually dangerous to her health or safety or the health and safety of any other person at the place of employment until the occupational health committee or occupational health officer has investigated the matter and advised her otherwise.

27.11 The duties of the committee shall include the investigation of any matter referred to in Article 27.10.

27.12 Where discriminatory action is taken against a worker who has exercised the right conferred on her by Article 27.10 there shall be a presumption in favour of the worker that the discriminatory action was taken against her for that reason, and the onus shall be upon the Employer to establish that the worker was discriminated against for good and sufficient other reason. Temporary assignment to alternative work at no loss in pay to the worker until the matter mentioned in Article 27.10 is resolved shall be deemed not to constitute discriminatory action within the meaning of this Article.

27.13 **Occupational Health Committee Training**

Subject to reasonable notice being given, all committee members or alternates of an Occupational Health and Safety Committee may receive up to five (5) days' leave with pay, per year, to attend occupational health and safety training courses, seminars or courses of instruction.

27.14 **Provision of Information**

- a) The Employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all employees, as reported to the Workers' Compensation Board.
- b) The Employer will notify the Committee and the Union when the Employer becomes aware of:
  - any Notice of Contravention it receives, and will notify both of the progress
  - the Employer is making towards remedying such Notice of Contravention,

- any fatality or serious bodily injury sustained by any employee,
  - any dangerous occurrence that may have caused injury to any worker.
- c) The Employer will notify the Union when the Employer conducts or has conducted for it any investigation or study:
- of the workplace where it may have a bearing on any occupational health and safety matter that may affect employees,
  - of any accident or injury or dangerous occurrence,
  - and the Employer shall promptly furnish the Union with a copy of all interim and final reports prepared as a result of such investigation(s).
- d) The Employer will provide to the Union any report the Employer receives from a third party that has any bearing on any occupational health and safety matter that may affect employees.

27.15

### **Recognition of Social Illness**

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

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

## **ARTICLE 28 TECHNOLOGICAL CHANGE**

Technological change shall be discussed with the Union prior to its introduction.

## **ARTICLE 29 JOB SECURITY**

### **29.1 Agreement Subject to Applicable Laws**

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

29.2            **Employer Amalgamation**

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

29.3            **Temporary Positions**

Temporary positions will be limited to six months. At the end of that period, the Employer will either allow the position to expire, or post it and fill it as a permanent position.

This Article will not apply to temporary appointments where an employee is back-filling a vacancy created by another employee on a leave of absence.

**ARTICLE 30      LAY-OFFS AND RECALLS**

30.1            **Definition of Lay-off**

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work of any permanent employee.

30.2            **Role of Seniority in Lay-offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, the employee with the least seniority in that classification shall be laid off. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee.

30.3            **Recall Procedure**

- a)    Employees shall be recalled in the order of seniority.
- b)    Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority.
- c)    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.
- d)    Employees shall be given 30 days' notice of recall, in writing.



## **ARTICLE 31 DURATION**

### **31.1 Duration**

This Agreement shall be binding and remain in effect from April 1, **2017** to March 31, **2021** and shall continue **in effect until revisions are negotiated.**

### **31.2 Changes in Agreement**

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

### **31.3 Notice to Bargain**

Either party desiring to propose changes to this Agreement shall, between the period of 60 and 120 days prior to the **expiry** date, give notice in writing to the other party that they wish to amend the collective agreement. Immediately after the receipt of the notice by one party, the other party is required to enter into negotiations for a new Agreement.

### **31.4 Agreement to Continue in Force**

**Where written notice has been given both parties shall adhere to the terms of this Agreement during collective bargaining.**

### **31.5 Wage Re-opener**

The employer shall provide full disclosure to the Chair of the Bargaining Unit within thirty (30) days of any new or additional funds made available by the Government of Saskatchewan or any other funding agent.

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

## **ARTICLE 32 MANAGEMENT RIGHTS**

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

- a) Direct the working force.
- b) Operate and manage its business in all respects.
- c) Hire, select, transfer, and lay off because of lack of work.
- d) Maintain order, discipline and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of employees. These rules and regulations shall primarily be

designated to safeguard the interests of the residents and the efficiency in the agency's operation.

- e) Promote, demote, discipline, suspend, and discharge any employee provided, however, that such action may be subject to the grievance procedure provided herein.

**APPENDIX A**

**WAGES**

|   | <b>0-6<br/>Months</b> | <b>7-12<br/>Months</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Year 4</b> |
|---|-----------------------|------------------------|---------------|---------------|---------------|
| <b>Community Mental Health<br/>Worker 2</b>       | <b>17.89</b>          | <b>18.47</b>           | <b>19.09</b>  | <b>19.53</b>  | <b>20.00</b>  |
| <b>Community Mental Health<br/>Worker 1</b>       | <b>14.70</b>          | <b>15.13</b>           | <b>15.57</b>  | <b>15.96</b>  | <b>16.36</b>  |
| <b>Mental Health<br/>Worker 1 Overnight Shift</b> | <b>14.70</b>          | <b>15.13</b>           | <b>15.57</b>  | <b>15.96</b>  | <b>16.36</b>  |
| <b>Addiction Worker 2</b>                         | <b>17.89</b>          | <b>18.47</b>           | <b>19.09</b>  | <b>19.53</b>  | <b>20.00</b>  |
| <b>Addiction Worker 1</b>                         | <b>14.70</b>          | <b>15.13</b>           | <b>15.57</b>  | <b>15.96</b>  | <b>16.36</b>  |
| <b>Bookkeeper</b>                                 | <b>17.89</b>          | <b>18.47</b>           | <b>19.09</b>  | <b>19.53</b>  | <b>20.00</b>  |
| <b>Kitchen</b>                                    | <b>14.70</b>          | <b>15.13</b>           | <b>15.57</b>  | <b>15.96</b>  | <b>16.36</b>  |
| <b>Maintenance</b>                                | <b>17.89</b>          | <b>18.47</b>           | <b>19.09</b>  | <b>19.53</b>  | <b>20.00</b>  |
| <b>Maintenance Assistant</b>                      | <b>14.70</b>          | <b>15.13</b>           | <b>15.57</b>  | <b>15.96</b>  | <b>16.36</b>  |
| <b>Housekeeping</b>                               | <b>14.70</b>          | <b>15.13</b>           | <b>15.57</b>  | <b>15.96</b>  | <b>16.36</b>  |
| <b>Outreach</b>                                   | <b>22.55</b>          |                        |               |               |               |
| <b>ABI</b>  | <b>19.10</b>          |                        |               |               |               |
| <b>Nurse</b>                                      | <b>36.82</b>          |                        |               |               |               |
| <b>Casual Employees</b>                           | <b>14.45*</b>         |                        |               |               |               |

**\*Base rate for casual employees, rate may change as per Article 12.4.**

**APPENDIX B**

**LETTER OF UNDERSTANDING**

**Between  
Thunder Creek Rehabilitation Association, Inc.  
And  
The Saskatchewan Government and General Employees'  
Union  
Local 5137  
Re: SGEU Campaign to Improve Funding**

It is agreed that it is in the best interest of the parties that the funding arrangements between the Board and the funding agencies must change. To that end it is agreed that the Board will support the SGEU campaign aimed at changing the funding process.

Original signed on behalf of:  
Saskatchewan Government  
and General Employees' Union

Original signed on behalf of:  
Thunder Creek Rehabilitation  
Association Inc.

---

Shauna Duzan

---

Anne-Marie Ursan

---

Whitney Kujansuu

---

Liette Skagen

---

Lorry Sinclair

---

Chad Topp

---

Kathy Cook  
Labour Relations Officer

Signed this 5 day of April, 2018.

**APPENDIX C**

**LETTER OF UNDERSTANDING**

**Between**

**Thunder Creek Rehabilitation Association, Inc.**

**And**

**The Saskatchewan Government and General Employees' Union**

**Local 5137**

**Re: Education Allowance**

It was agreed by the parties training is vital part of providing quality care for clients. The purpose of this Letter of Understanding is to provide a trial period for the implementation of an education allowance.

It is agreed that the employer shall provide each permanent full time employee a \$300.00 educational allowance on an annual basis. Less than full-time employees the allowance shall be pro-rated based on their previous number of hours worked in a twelve (12) month period.

Employees may accrue a maximum of \$600.00 or the equivalent of two (2) years accrual.

Unused accruals in the Education Allowance will revert to general revenues upon retirement or resignation.

To access the allowance the employee shall make a request to the Executive Director at least two (2) weeks prior to the educational session.

For the request to be approved, the educational must be relevant and beneficial to Thunder Creek.

Original signed on behalf of:  
Saskatchewan Government  
and General Employees' Union

Original signed on behalf of:  
Thunder Creek Rehabilitation  
Association Inc.

---

Shauna Duzan

---

Anne-Marie Ursan

---

Whitney Kujansuu

---

Liette Skagen

---

Lorry Sinclair

---

Chad Topp

---

Kathy Cook  
Labour Relations Officer

Signed this 5 day of April, 2018.

## APPENDIX D

### HARASSMENT POLICY

#### 1. Definition of Harassment

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

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

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

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

#### 2. Statement of Agreement by the Parties

The Employer recognizes its responsibilities to create a workplace that is free from harassment. The Employer has agreed to address workplace harassment in cooperation with the Union and within the statutory authorities governing a safe workplace (i.e., OH&S).

The following policy is adopted for use when it may apply to employees and/or the Employer. Clients of the Employer are excluded from the terms of this policy.

All employees are encouraged to use this policy prior to involving outside agencies. Investigations conducted under this policy will be confidential.

#### 3. Roles of the Parties

The employee will:

- a) play a responsible part to ensure that the working environment is free from harassment. Your responsibility is to avoid conduct which might be considered harassment.
- b) participate in training provided by the Union or management pertaining to harassment in the workplace. Training when provided will be at a regular staff meeting and will result in no new cost to the Employer.
- c) If you perceive that you are the subject of personal harassment as defined above, it is suggested you proceed as follows:

- i) make your disapproval or uneasiness known to the alleged harasser immediately. Tell the person firmly that you do not welcome or approve of the behaviour and tell her to STOP. In some cases, the individual may not
- ii) be aware the behaviour is offensive. Tell the alleged harasser why the conduct is offensive.
- iii) if the incidents continue, keep a written record of dates, times, the nature of the behaviour and witnesses, if any.
- iv) if you are unsure or uneasy about making contact with the alleged harasser, ask for assistance from your Union representative, management, or continue on to Step 1 of the complaints procedure.

The Union will:

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

The Employer will:

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

#### 4. Complaints Procedure

Obligation:

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

#### Procedure for Handling Harassment Complaints:

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

#### Step 1

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

#### Step 2

- a) A formal complaint shall be submitted concurrently, in writing, to the Manager and to the Union.
- b) Upon receipt of the signed written complaint, the Manager after consultation with the Union shall (i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate



workplace, (ii) advise the respondent of the name of the complainant and the full details and scope of the complaint, and (iii) set up a Board within five calendar days to investigate the complaint.

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

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

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

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

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

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and THUNDER CREEK REHABILITATION ASSOCIATION INC.** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this 5 day of April, 2018.

Original signed on behalf of:  
Saskatchewan Government  
and General Employees' Union

Original signed on behalf of:  
Thunder Creek Rehabilitation  
Association Inc.

---

Shauna Duzan

---

Anne-Marie Ursan

---

Whitney Kujansuu

---

Liette Skagen

---

Lorry Sinclair

---

Chad Topp

---

Kathy Cook  
Labour Relations Officer