

# **MOOSE JAW HOUSING AUTHORITY**

**January 1, 2017 to  
December 31, 2022**

**COLLECTIVE AGREEMENT**

**SGEU**



**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MOOSE JAW HOUSING AUTHORITY**

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 2120**

**JANUARY 1, 2017 TO DECEMBER 31, 2022**



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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT  
made in duplicate this 7<sup>th</sup> day of October 2021.**

**between**

**MOOSE JAW HOUSING AUTHORITY  
hereinafter referred to as "the Employer"**

**PARTY OF THE FIRST PART**

**and**

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

**PARTY OF THE SECOND PART**

**PURPOSE**

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

- a) provide excellence in the level of services and support to tenants to ensure the provision of safe, secure and affordable housing,
- b) promote cooperation and understanding between the employer and the employees to ensure the delivery of quality services that benefit low income seniors, families, people with disabilities, and any other individuals in our community,
- c) provide services that are efficient, respectful and safe,
- d) jointly operate in a manner that is economical, eliminates waste and promotes the morale, well-being and security of all employees in the bargaining unit,
- e) maintain the viability of the Authority,
- f) maintain and improve harmonious relations between the employer and the employees,
- g) recognize the mutual value of joint discussions and negotiations in matters pertaining to the working conditions, the working environment, and the continuous improvement of service to the tenants.

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

## **ARTICLE 1      DEFINITIONS**

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

- 1.1            Bargaining Unit means the unionized employees of the Saskatchewan Government and General Employees' Union who are employed by the Employer.
- 1.2            The Board means the Board of Directors of the Moose Jaw Housing Authority.
- 1.3            Casual employee means a person who is not regularly scheduled on an ongoing basis, and may be called in for work on short notice.
- 1.4            Classification means a group of positions involving duties and responsibilities so alike that the same qualifications may be reasonably required for, and the same schedule of pay can be equitably applied to, all positions in the group.
- 1.5            Demotion means the movement of an employee to a position bearing a lower hourly rate of pay.
- 1.6            Employee or Employees means a person to which the terms of this Agreement apply as described in Article 1 of this Agreement.
- 1.7            Employer means the Moose Jaw Housing Authority.
- 1.8            Gender – he, his, him, she, her, hers includes reference to persons of the opposite gender whenever the facts or context so require.
- 1.9            General Manager means the General Manager of the Moose Jaw Housing Authority or the person designated to act in his place.
- 1.10          The Parties means the parties to this Agreement, i.e., the Employer and the Union.
- 1.11          Pay Plan means the scale of wages as contained in the attached Appendix "A" and the rules governing its application, as per Article 12.
- 1.12          Permanent Full-time employee means an employee who has successfully completed initial probation, and works full-time in a position, continuing in nature, on a regularly scheduled basis.

- 1.13 Permanent Part-time employee means an employee who has successfully completed initial probation, and consistently works less than full-time hours either daily, weekly or monthly, but works on a regularly scheduled continuous basis.
- 1.14 Promotion means the movement of an employee from a position to a position bearing a higher hourly rate of pay.
- 1.15 An Earned Day Off is a day, which an employee has previously worked additional hours to earn.
- 1.16 Seasonal Employee means an employee employed in accordance with Letter of Understanding # 1.
- 1.17 Temporary employee means an employee hired to work full-time or part-time, with a specified start and end date.
- 1.18 Union means the Saskatchewan Government and General Employees' Union representing the employees of the Moose Jaw Housing Authority **inclusive of any future supervisors as outlined in *The Saskatchewan Employment Act Part (iv) Division One (6-0)***.

## **ARTICLE 2 SCOPE**

The terms of this Agreement shall apply to all employees of the Moose Jaw Housing Authority in Saskatchewan except:

General Manager  
Operations Manager  
Maintenance Manager  
Administration Manager  
Tenant Services Manager  
Property Services Manager

## **ARTICLE 3 MANAGEMENT RIGHTS**

The Union acknowledges that it is the right of the Employer to manage the operation and workforce in all respects unless specifically limited by the terms of this Agreement, in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

## **ARTICLE 4      UNION SECURITY**

### **4.1              Employer Recognition of the Union**

- a)    The Employer recognizes the Union as the sole and exclusive collective bargaining agent for employees except as excluded in Article 2. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer for the purpose of resolving differences that may arise between them, and to strive for amicable settlements.
  
- b)    No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representative without the proper authorization of the Union. The Union will supply the Employer's representative with the names of its officers. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

### **4.2              Union Business**

- a)    The Employer agrees to grant a leave of absence with pay to employees to attend Union conventions, meetings, conferences and learning opportunities provided that such leave does not unreasonably interfere with operation of the employer and that it shall not be unreasonably withheld.
  
- b)    The Union agrees to provide the Employer with a written request for Union leave at least five (5) days in advance. Where the union does not know of the need for union leave five (5) days in advance, verbal or written request may be made, however, the ability to grant such leave may be more difficult. Prior to the employee taking union leave, a formal, written union leave request form will be submitted.
  
- c)    The Union agrees to reimburse the Employer for all wages and benefits paid under this Article.

### **4.3              No Discrimination**

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

## Harassment

### a) Statement of Agreement by the Parties

To create a harassment-free workplace, the parties are committed to the joint development of proactive programs to attempt to eliminate harassment. The parties further agree harassment in the workplace will not be tolerated. All employees are encouraged to use this policy prior to involving outside agencies. This process will abide by the principles of fundamental justice and will not infringe on the *Canadian Charter of Rights and Freedoms* or other applicable statutes.

### b) Definition of Harassment or Bullying

Harassment or bullying is defined as any unwelcome or unwanted humiliation, intimidation, or action by any person against another. It can be 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.

Lack of intent on the part of the harasser is not a defense. The impact of the behavior on the recipient is of primary significance.

Harassment is not bona fide work-related interaction such as work assignment, performance feedback, counseling or disciplinary action, nor is it normal social contact between people based on a position of equality or mutual consent.

### c) Roles of the Parties

The Union will:

- i) Recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- ii) Not condone or tolerate any harassment.
- iii) Support and encourage its members to speak out and confront harassers.

The Employer will:

- i) attempt to provide a workplace free of harassment.
- ii) Recognize that in order to end harassment, it is necessary to confront and provide the opportunity to correct the harasser's behavior. The Employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable and secure in bringing forward complaints and in confronting the alleged harasser and/or harassment.
- iii) Ensure that every employee is aware that the workplace is to be free of harassment.
- iv) Provide training to all employees pertaining to harassment in the workplace.

d) Complaints Procedure

i) 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 the complaint.

e) Procedure for Handling Harassment Complaints:

All complaints shall be dealt with in a serious matter and according to Appendix "B".

#### 4.5

#### **Union Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

4.6

#### **Check-off**

- a) The Employer shall deduct, on behalf of the union from the employees pay, all initiation fees, dues assessments and levies. The Employer shall remit such deductions to the union at the conclusion of each pay period.
- b) The Employer shall provide, with the dues submission, a list of names, classification and addresses of those who incurred the deductions.
- c) The Employer shall inform the union of any new hires, resignations, or retirement 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.
- e) The union shall provide the electronic template.

4.7

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

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

4.8

#### **New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and the requirement of membership as a condition of employment as defined by ***The Saskatchewan Employment Act***.

A representative of the Union shall be present and shall have paid time to acquaint new members with the benefits and duties of union membership.

4.9

#### **No Individual Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of this Collective Agreement.

4.10

#### **Bulletin Boards**

The Employer shall make available to the Union a bulletin board in the Moose Jaw Housing Authority Office and Shop, so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

4.11

### **No Reprisals from Work Stoppages**

The Employer agrees that it shall not dismiss, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a penalty against any person because he is engaged in any lawful activity related to a lawful work stoppage with the employer.

4.12

### **Union/Management Committee**

- a) The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions for the purpose of reaching agreement on matters of common interest.
- b) The purpose of the Union/Management Committee meetings shall be for the exchange of information, the seeking and considering of the advice and views of each party with appropriate opportunity provided for discussion and comment in a genuine manner, and recommendations made wherever possible. This does not imply unanimous or majority agreement, nor does it interfere with the Employer's or the Union's rights arising out of the Collective Agreement.
- c) A Union/Management Relations Committee shall be appointed consisting of two representatives of union and management (unless otherwise agreed to by the parties).
- d) The committee will have union and management co-chairs.
- e) Upon request of either chair, the committee will meet within 14 calendar days. An agenda will be established five (5) days prior to the meeting. Where there is an issue of an emergent nature either chair may request a meeting to be held within three (3) working days.
- f) Non-committee members may attend meetings by mutual agreement of the co-chairs. The committee may appoint working committees to review specific issues and provide information/recommendations.
- g) Employees who are members of the Union/Management Committee, when attending meetings with management during normal office hours, shall be deemed to be carrying out their normal work under this Agreement and shall receive their usual remuneration from the Employer while in attendance.



## **ARTICLE 5      PROGRESSIVE DISCIPLINE**

### **5.1              Preamble**

- a) Both parties agree that the Employer will make reasonable effort to endeavor to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action. Both parties further agree to ensure full explanation of all issues that are raised in connection with Article 5.
- b) The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c) In the event the Employer initiates disciplinary action against an employee, except in the cases of serious misconduct, the practice of progressive discipline will take place.
- d) No employee shall be dismissed or disciplined without just cause.
- e) Where the Employer intends to discipline an employee for just cause, the employee shall be so notified in advance of the purpose of the interview, and informed of the right to have a Union representative or paid staff representative of the Union present at the interview. Employees will be provided with a reasonable amount of time to seek union representation.

### **5.2              Principles of Progressive Discipline**

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

- a) verbal reprimand
- b) written reprimand
- c) suspension
- d) dismissal

### **5.3              Constructive Counselling and Coaching**

- a) The Employer and the Union recognize the difference between discipline and the setting of reasonable objectives and expectations specific to job performance and constructive job coaching, and nothing is intended to restrict the Employer's right to counsel or set such reasonable expectations.
- b) The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance in an effort to resolve the problem, except in

the case where the employee has been suspended or dismissed. The employee shall have the right to have a union representative present.

#### 5.4 **Records of an Employee**

- a) The Employer will provide the Union and the employee with written reasons for suspension or dismissal. A copy of said document or other information placed on any employee's file, which might at any time be the basis for disciplinary action or denial of promotion, shall be supplied concurrently to the employee and, upon request by the employee, to the Union.
- b) Employee shall, by appointment, have the right to review their personnel file. A Union representative, with the written authorization of the employee, shall have access to the file, also by appointment.

Appointment will be scheduled and held by the end of the following working day and will be held in the presence of a manager, human resource officer or authorized designate.

- c) Two years following discipline, the Employer shall remove the written documentation regarding the specific incident that led to discipline from the employee's personnel file, if no further problems were noted. The employee shall be notified in writing when documents are removed from the personnel file. Employee's performance evaluations including probationary reviews will not be removed from the personnel file. If the Employer requests that documents remain more than two (2) years and the Union disagrees, the matter shall be referred to expedited arbitration.
- d) An employee or **Labour Relations Officer** may make written request to have disciplinary documents removed from their file after one (1) year. The onus will be on the employee to provide adequate reasons to have the document(s) removed.

#### 5.5 **Notice of Resignation**

A permanent employee shall be expected to file written notice with the Employer of her intention to resign from the service at least two weeks prior to the date which she intends to leave. The Employer may waive that period of notice.

A probationary or temporary employee shall be expected to file written notice with the Employer of her intention to resign from the service at least seven days prior to the date upon which she intends to leave.

**5.6 Notice of Dismissal or Demotion**

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

**ARTICLE 6 GRIEVANCE PROCEDURE**

**6.1 Definition of a Grievance**

- a) A grievance shall be defined as any difference or dispute, pertaining to this Collective Bargaining Agreement, between the Employer and the Union on behalf of any employee(s), or any difference or dispute pertaining to this Agreement, between the Employer and the Union.
- b) The Employer shall receive a grievance only when it is submitted in writing by an authorized Union steward or by a paid Union Staff Representative.

**6.2 Disclosure of All Information**

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

**6.3 Union Grievance/Group Grievance**

The Union may file a policy grievance where a dispute involves a question of general application or interpretation of this Agreement. Such grievance shall commence at Step 2. The Union shall have the right to file a grievance on its own behalf or on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided for in this Agreement.

**6.4 Shop Stewards**

- a) Recognition – The employer recognizes the steward(s) as designated representatives, elected by the Union. The Union will notify the Employer, in writing, of the name of each steward, on an annual basis, or when a vacancy is filled in term.
- b) Meeting with the Employee – Any employee who feels he has been aggrieved may request permission from his supervisor to leave work temporarily, in order to discuss the complaint with a Union representative within the facility. Neither the employee nor the Union representative shall suffer a loss of pay. Suitable arrangements for an appropriate time and place shall be made with the General Manager or designate.

- c) Meeting with the Employer – The Employer agrees that one Union representative and the grievor may attend a grievance meeting with the Employer without suffering a loss of pay. Any member of the paid staff of the Union may attend a grievance meeting.

6.5

### **Grievance Procedure – Union/Employee Grievance**

An earnest effort shall be made to settle grievances as fairly and promptly as possible in the following manner:

- a) **Pre-Grievance Meeting**
  - i) An employee who believes that he/she has a justifiable request or complaint may discuss such matters with the supervisor and Operations Manager or designate, in an effort to resolve the problem. The supervisor and Operations Manager designate shall convene a meeting with the Employee within seven working days at a time mutually agreed upon. The employee may request the attendance of the shop steward at the meeting.
  - ii) Utilizing this process will not deny the employee access of the grievance/arbitration procedure. If an employee accesses this process the time frame to launch a grievance will be extended to commence on the date that the supervisor provides a decision.
  - iii) The supervisor shall provide the decision within seven working days of the meeting and the decision shall be presented to the employee and the shop steward (if one was in attendance).

6.6

### **Grievance Procedure (Formal Process)**

- a) **Step 1 – Procedure for Employee Aggrieved**

The aggrieved employee shall take a grievance to the shop steward of his choice and the following sequence shall occur and will end at the employee's request or when the grievance has been settled to the satisfaction of the Union.

Subject to Article 8.6(d), the shop steward will submit the employee's grievance in writing to the immediate manager within 15 working days of the occurrence of the matter leading to the grievance or the time that the employee became aware of the occurrence.

The manager will hear the grievance and submit his decision in writing to the grievor, the shop steward and the Union within 10 working days.

## **Step 2 – General Manager**

If a satisfactory settlement cannot be effected at Step 1, the Union may, within 10 working days of receiving the written response at Step 1, submit the grievance to the General Manager. A Step 2 meeting will be scheduled within 30 calendar days of receipt of the letter from the Union. The General Manager will render a decision to the Union in writing within 10 working days of the meeting held to discuss the grievance at Step 2.

### **6.7 Alternate Dispute Resolution Process**

- a) If a satisfactory settlement cannot be effected at step 2, the parties will meet within 30 calendar days to determine one of the following dispute resolution mechanisms: Mediation, Expedited Arbitration, Single Arbitrator or Full Panel Arbitration.
- b) Should the parties mutually agree to grievance mediation, the grievance will be mediated. In the event the grievance was not successfully resolved through grievance mediation, the Union, within 30 calendar days, will inform the employer in writing of the decision to advance the grievance to arbitration. The parties will meet as per Article 6.7 a) to determine the type of Arbitration. Failure to meet the time limit will result in the grievance being withdrawn and no further action can be taken on the matter.
- c) Notwithstanding the above, by mutual agreement, expedited arbitration may be used after Step 1 of the grievance procedure.

### **6.8 Expedited Arbitration**

The parties shall meet quarterly or as often as required to review outstanding grievances filed with the Employer to determine, by mutual agreement, those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- a) dismissals
- b) failure on probation
- c) suspensions in excess of 20 work days
- d) policy grievances
- e) grievances requiring substantial interpretation of a provision of the Collective Agreement
- f) grievances requiring presentation of extrinsic evidence

- g) grievances where a party intends to raise a preliminary objection
- h) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process, but either party may remove it from the expedited arbitration process at any time prior to hearing and forward it to a regular arbitration hearing.

By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.

The arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use excluded employees or consultants.

Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.

The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

The expedited arbitrator shall have the same powers and authority as a single arbitrator or arbitration board established under the provisions of Articles 6.9 and 6.10, excepting the above, that the decision shall be rendered within two working days of the hearings.

It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration hearing.

### **Procedure Guidelines**

The Opening Statement: This should basically set out the case from each party's perspective. The arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.

The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.

The Hearing: Sufficient witnesses should be called to ensure the “story” is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.

The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown & Beatty, Palmer, or other legal research materials. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure that all relevant clauses are put before the arbitrator.

General rules of evidence will be waived except for the rule of “onus.”

6.9

### **Selection of an Arbitrator (Single Arbitrator)**

Within 30 days of receiving the response at Step 2 or from the date of the discussion regarding alternate dispute resolution mechanisms (Article 6.7) by mutual agreement, the parties may elect to have a single Arbitrator selected.

#### **a) Procedure**

The Arbitrator shall fix a time and place of sittings, after consultation with the parties. The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall, as much as possible, follow a layperson’s procedure and shall avoid legalistic or formal procedure.

#### **b) Decision of the Arbitrator**

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

The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions. Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which the Arbitrator deems just and equitable. Should the parties disagree as to the meaning of the Arbitrator’s decision, either party may apply to the Arbitrator to clarify the decision.

#### **c) Expenses of the Arbitrator**

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

6.10

### **Arbitration Board – Full Panel**

Written notice of intent to have a matter heard by an Arbitration Board shall be submitted to the other party within 30 calendar days after the

completion of the grievance procedures as provided in this Agreement, or from the date of the meeting to discuss alternate dispute resolution mechanisms.

Such written notice shall contain the name of the person appointed to the Arbitration Board by the party giving the notice.

Within seven days after receiving the notice, the party to whom notice is given shall furnish the name of its appointee to the party who gave the notice to arbitrate.

The two appointees named by the parties to this agreement shall, within 10 calendar days after the appointment of the second of them, appoint a third member of the Arbitration Board who shall Chair the Arbitration Board.

If the party receiving the notice fails to appoint a member of the Arbitration Board, the Chairperson of the Labor Relations Board, on the request of a party to this Agreement, shall appoint a member on behalf of the party failing to make an appointment as per ***The Saskatchewan Employment Act***.

The Arbitrator/Arbitration Board 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/Arbitration Board shall have the power to dispose of the grievance by any arrangement which the Arbitrator/Arbitration Board deems just and equitable.

Should the parties disagree as to the meaning of the Arbitrator's/Arbitration Board's decision, either party may apply to the Arbitrator/Arbitration Board to clarify the decision.

Each party shall pay the fees and expenses of their appointee to the Arbitration Board. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

## 6.11

### **Employee Expenses**

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

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- b) If called by the Union, leave without pay and expenses paid by the Union.
- c) If called by the Arbitrator, the parties shall share equally the costs.



6.12 **Time Limits**

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

**ARTICLE 7 SENIORITY**

7.1 **Definition**

The seniority of all employees within the scope of this Agreement shall, after successful completion of an initial probation period, be calculated based on the following and subject to any specific Articles in this Agreement:

a) **Permanent Employees**

Seniority for permanent employees shall be the date the employee commenced full-time employment with the Employer adjusted to include any hours the employee worked prior to permanent employment provided that the employee was continuously employed by the Employer. Where applicable, a permanent employee's start date shall be adjusted in accordance with Article 7.4.

b) **Part-time, Temporary, Seasonal and Casual Employees**

All permanent part-time, temporary, seasonal and casual employees within the scope of this Agreement shall earn seniority based on the number of hours the employee works, inclusive of any paid leaves of absence.

7.2 **Seniority List**

a) The Employer shall prepare and post the seniority roster by February 1<sup>st</sup> of each year. Such list will include the seniority of each employee up to December 31<sup>st</sup>. A copy of the roster shall also be provided each year to the Union.

b) Employees will be allowed to challenge the accuracy of their seniority during a two week period commencing February 1<sup>st</sup>. All challenges are to be directed to the Operations Manager or designate for an assessment and the employee must provide satisfactory proof of error. Where satisfactory proof of error is provided, the error will be corrected.

7.3 **Maintenance and Accrual**

Seniority shall be maintained and accrue during:

a) All periods of paid leave

- b) Leave of absence without pay for periods not exceeding six months
- c) Maternity leave
- d) Adoption leave
- e) Paternity leave
- f) Lay-off up to and including three months
- g) Prolonged or unpaid medical leave up to two years
- h) Workers Compensation leave up to two years
- i) Compassionate Leave.

7.4

#### **Maintenance of Seniority**

Seniority shall be maintained, but shall not accrue, during:

- a) Periods of unpaid leaves of absence over six months
- b) Periods on the re-employment list due to a return from prolonged illness up to 3 years
- c) Appointment to an out-of-scope position subject to Article 8.8
- d) Lay-off over three months to a maximum of 24 months

7.5

#### **Loss of Seniority**

An employee shall lose seniority in the event the employee:

- a) Is dismissed for just cause, and not reinstated
- b) Is laid-off for more than 24 consecutive months
- c) Voluntarily terminates
- d) Fails to comply with the re-employment provisions of return from lay-off (Article 10.12 (h)) within five days of the Employer issuing notice of re-employment by registered mail
- e) Abandons her job
- f) Out-of-scope promotion subject to Article 8.8
- g) After 3 years on the re-employment list due to return from prolonged illness.

## **ARTICLE 8      JOB POSTINGS**

### **8.1              Position Designations**

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

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

### **8.2              Job Postings**

- a)    When a new position is created, or a vacancy for a permanent position, the Employer shall post notice of the position internally for seven working days, unless the Employer and the Union agree to a longer or shorter period.
- b)    A copy of each posting will be posted in the Moose Jaw Housing Authority Office and Shop and a copy of each posting sent to the Chairperson of Local #2120 on the date of the posting. Caretakers will receive a copy of the posting in their mail slot. A copy of the posting shall be forwarded to every employee on the re-employment list. When the employer is aware of a vacancy, the union will be advised within 30 days of the position becoming vacant, of any decision to leave the position vacant, to reclassify the position prior to posting or to abolish the position.
- c)    During the seven day period, the Employer will make every reasonable effort to inform employees by mail of such postings where employees are on a leave of absence.

### **8.3              Information in Posting**

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

- a)    name of position
- b)    classification of position/department
- c)    brief description of core duties (not an exhaustive list of duties to be performed)
- d)    knowledge, skills and abilities, qualifications and experience required
- e)    salary range
- f)    hours of work

- g) status of position
- h) deadline for applications
- i) expected start date
- j) and any other pertinent information.

**8.4 Temporary Positions**

- a) All temporary positions longer than four (4) months shall be posted as per article 8.2(a) unless otherwise agreed between the parties. The maximum length of a temporary position shall be 24 months, unless otherwise agreed between the parties. Any temporary position that becomes a permanent position shall be posted and filled as per Article 8.2.
- b) Upon conclusion of a temporary appointment, the incumbent shall return to her permanent position, or where the temporary employee did not have a permanent position, she shall be terminated.

**8.5 Qualifying for Positions**

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

**8.6 Selection Process**

- a) The Employer shall notify the Union of the names and seniority of applicants for the position, two (2) working days prior to the interviews.
- b) The Employer will appoint the senior qualified applicant based on the employer determined KSA's as per Article 8.5.
- c) The employer will advise the Union in the event the employer holds interviews for a vacant in-scope position, which includes an internal applicant. The Union may provide an observer for the interviews. Where the senior in-scope candidate is not successful, the employer will provide written rationale to the candidate and the Union.
- d) Except for employees on initial probation, any other employee who was entered in the competition shall have the right to grieve the decision. Any grievances relating to this Article must be filed within five working days from the notification of selection. The grievance will be heard at Step 1 within 48 hours from the date the grievance was filed.

8.7 **Reversion from Temporary Appointment**

Subject to Article 8.6, a permanent employee appointed to a temporary position shall at the conclusion of the temporary appointment return to her permanent position. Such employee shall be entitled to any increments or benefits had she remained in the permanent position.

8.8 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his pay cheque and shall be entitled to all benefits and rights including seniority for the first six months.

Where the temporary appointment is coverage/backfill for a maternity/paternity the leave may be extended by mutual agreement of the parties to extend the contractual rights for one year.

8.9 **Permanent Out-of-Scope Appointment**

An employee who is appointed to an out-of-scope position has the right to revert within a six month period.

Employees who, within a six month period, fail their probation in an out-of-scope position shall be reverted to their former position.

8.10 **Secondment**

The parties agree to negotiate the specific conditions surrounding the secondment of any in-scope employee to any outside agency.

**ARTICLE 9 PROBATION**

9.1 **Probation on Initial Hiring**

- a) Newly hired employees shall serve an initial probationary period of one hundred and twenty (120) paid days from the date the employee commences employment.
- b) During the period of probation an employee will not accumulate seniority. Upon satisfactory completion of the probationary period the employee will be awarded seniority back to the date of employment.
- c) By mutual agreement of the parties to this Agreement, the probationary period for any employee may be extended beyond the established probation period.

- d) Where the Employer does not dismiss the Employee before the end of the probationary period the Employee shall be deemed to become a permanent employee in that position and classification.

**9.2 Movement in a New Position**

- a) An employee who has served an initial probationary period shall have a subsequent probationary period of 40 days worked, when assuming a new position within the Authority subject to Article 9.1 c).
- b) At any time during the subsequent probationary period, the Employer or the employee may terminate the appointment in writing, in which case the employee shall revert to her most recently held position without loss of any benefits that may have been earned had she not assumed a new position, or by mutual agreement, she may revert to a similar position at the same step in the salary range, subject to any increments she would have earned had she not assumed the new position.
- c) When the Employer does not terminate or fail the employee before the end of her probationary period, the employee will be deemed to have successfully completed the probationary period.

**9.3 On Re-employment**

An employee re-employed following job abolition shall serve a subsequent probationary period of 40 days worked, except where she is re-employed in a position similar to a position formerly held.

**9.4 On Demotion**

A probationary period of 40 days worked shall be served, except where an employee demotes into a classification/position the employee formerly held.

**ARTICLE 10 LAY-OFFS AND RE-EMPLOYMENT  
(Permanent Full-time and Permanent Part-Time Employees)**

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

Both parties recognize that job security shall increase in proportion to seniority. Therefore, in the event of job abolition or lay-off, employees shall be laid off in reverse order of seniority within their own classification.

**10.2 Employer to Inform Union**

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

10.3

### **Notice of Lay-off**

Notice of lay-off shall be given to employees as follows:

- a) Two weeks written notice, if the period of employment is less than one year.
- b) Three weeks written notice, if the period of employment is one year or more but less than three years.
- c) Four weeks written notice, if the period of employment is three years or more but less than five years.
- d) Six weeks written notice, if the period of employment is five years or more but less than 10 years.
- e) Eight weeks written notice, if the period of employment is 10 years or more.

10.4

### **Temporary Employees Laid-off First if in Same Classification**

Temporary employees will be terminated before a Permanent employee in the same classification.

Temporary employees will receive notice in accordance with Article 10.3, but will not have displacement rights.

10.5

### **Options for Permanent Full-time and Permanent Part-time Employees who have Received Notice of Lay-off**

In the event the Employer abolishes a permanent position, the employees affected shall have the right to:

- a) displace another permanent employee, or
- b) go on lay-off and be placed on the re-employment list, or
- c) retire and access pension options, or
- d) resign and collect severance pay.

10.6

### **Notice to Exercise Displacement Rights**

- a) An employee who intends to exercise displacement rights shall indicate his intention in writing to the Employer within three working days of receipt of the notice of lay-off.
- b) If no response is received within this period, the employee shall be deemed to have declined the option to displace, and must choose one of the other options in Article 10.5.

- c) Upon receipt of notice of the employee's intention to displace, the Employer will, within three working days, present the employee with an offer of a position to displace into, providing there is such a position.

10.7

### **Acceptance of an Offer of a Position**

- a) An employee will have three working days to consider the offer of a position. The three day period shall be deemed to have commenced at 5:00 p.m. of the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee does not accept the offer of the position within the three day period, it will be deemed the employee has declined the offer. The employee within two working days must elect one of the other options in Article 10.5. Once the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- b) If an employee does not accept an offer of a position in the displacement order, the employee will be deemed to have declined the option to displace and within two working days must elect one of the other options as stated in Article 10.5.

10.8

### **Displacement Order**

The laid off employee will displace the employee with the least seniority:

- a) in the same classification, or
- b) in a classification with a similar pay range, or
- c) in a lower classification,

provided the employee possesses the KSA's as per Article 8.5, for the positions. In all cases the employee with the least seniority will be displaced.

10.9

### **Employees Not Offered a Position**

If the employee is not offered a position after having proceeded through all stages of displacement, the employee within two working days must choose another option as stated in Article 10.5.



10.10 **Rights of Employees who are Displaced**

The options in Article 10.5 shall be available to employee(s) who have been displaced.

10.11 **Time to Adjust in New Position**

An employee who, as a result of displacement assumes a new position, shall be placed on probation in accordance with Article 9.3. In the event he does not successfully complete the probationary period or if he so chooses, he will be placed on the re-employment list or within two working days may choose one of the other options as stated in Article 10.5. In any case the employee will not have another displacement option.

10.12 **Re-Employment List**

- a) An employee who has been laid off and who was unable to exercise displacement rights or who chose not to exercise displacement rights, shall be placed on the re-employment list for the class of positions he wishes to be considered for in upcoming competitions.
- b) Employee's names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- c) An employee who does not accept a position offered will be removed from the re-employment list and will be deemed to have resigned from the Employer. Where an employee can display an extenuating circumstance as a reason to refuse an offer of position, the employer and the union shall negotiate an alternative to resignation.
- d) No new employees shall be hired when qualified employees are still on the re-employment list.
- e) An employee who has been laid off shall have his name kept on the re-employment list for an unbroken period not to exceed two years. If not re-employed within 24 months, the employee shall lose seniority and be terminated.
- f) Subject to Article 10.15, at any time during the 24 month period the employee may elect to resign and collect severance pay.
- g) Employees shall keep the Employer notified of any change in address or phone number during the lay-off period or while their name remains on a re-employment list.

- h) An employee who fails to reply within five working days to an offer of re-employment, sent by registered mail, to the employee's residence shall lose seniority and be terminated.

10.13 **Benefits While on Lay-Off**

Employees on the re-employment list shall earn benefits in accordance with Article 16.8.

10.14 **Resignation Option**

Employees on the re-employment list shall give the Employer two weeks written notice of resignation.

10.15 **Severance Pay**

In the event an employee is laid off and elects to resign in accordance with Article 10.5, or the employee has elected to resign while on the re-employment list, he shall receive severance pay on the basis of two week's pay for each year of service or portion thereof. Pay will be calculated on the basis of the employee's rate of pay at the time of the lay-off notice was issued. Eligible years for the purpose of severance pay will include all continuous employment with the Employer.

**ARTICLE 11 HOURS OF WORK**

11.1 **Rest Periods**

Employees shall be entitled to a morning and afternoon rest period of 15 minutes each. Employees who work less than full-time hours shall be entitled to a 15 minute rest break for each continuous period of 3½ hours.

11.2 **Office Staff**

Classifications included;

GSW II: Receptionist, **Administration Clerk**

GSW III: **Tenant Support Worker**

Tech II: **Tenant Services Officer – 2 Positions, Maintenance Clerk;**

Tech III Tenant Relations Officer (3 positions), Accounting Technician.

- a) The regular hours of work of office employees shall be 8:20 a.m. to 5:00 p.m., Monday to Friday, with a 45 minute unpaid lunch break taken between 11:30 a.m. and 2:00 p.m.

- b) Employees are entitled to one (1) earned day off every four (4) week period. These earned days off will be scheduled according to operational requirements. Such earned days off shall be a Monday or Friday adjacent to days of rest, Saturday and Sunday.
- c) A schedule of earned days off shall be posted six(6) months in advance. Earned days off **will** only be reassigned by mutual agreement.

11.3

**Building/Maintenance Staff**

Classification included:

(GSW I: Maintenance Worker —**Temporary**; GSW II: Maintenance Worker; GSW III: Caretaker; Tech II: Maintenance Technician; Tech III: Maintenance Technician)

- a) The regular hours of work for Caretakers shall be 7:00 a.m. to 4:00 p.m., Monday to Friday, with a 1 hour unpaid lunch break taken between 12:00 p.m. and 1:00 p.m.
- b) The regular hours of work for Maintenance staff shall be 8:00 a.m. to 5:00 p.m., Monday to Friday, with a 1 hour unpaid lunch break taken between 12:00 p.m. and 1:00 p.m.

11.4

**Sick Leave On A Scheduled Day**

If an employee is ill on a earned day off there will be no other day assigned and no charge against the employee's sick leave credits.

11.5

**Overtime**

- a) Authorized overtime for office employees shall be paid for all hours worked in excess of 7 hours 55 minutes in a day for hours worked on an earned day off or on a rest day, at time and one half at the employee's rate of pay.
- b) Authorized overtime for building/maintenance employees shall be paid for all hours worked in excess of eight -hours in a day, or on a rest day at time and one half at the employee's rate of pay.
- c) At the request of the employee, management shall grant time off at the appropriate premium rate at a mutually acceptable time in lieu of payment for overtime worked. Employees may also request pay out of accumulated time in lieu of overtime. Accumulated time in lieu must be taken by the end of the fiscal year or paid out.

## 11.6

### **On Call Building/Maintenance Staff**

- a) The Employer may assign a Building/Maintenance employee, on a rotational basis, to work on-call based on operational needs and subject to seniority. On-call Building/Maintenance employees must be available by telephone at all times and must be prepared to respond to a call within 15 minutes.
- b) For each week on-call the Building/Maintenance employee shall be entitled to two (2) working days off to be taken prior to their next turn in the rotation, or as mutually agreed upon by the employee and the supervisor, and one days wages at the employee's rate of pay.
- c) Each year, by the end of the first week of **November** is the only time any employee may opt on or off the list: however, in order to ensure adequate coverage, the Employer reserves the right to assign employees in reverse order of seniority. A minimum of eight (8) employees shall maintain the list.
  - i) If the list falls below eight (8) employees during the year, employees eligible for on-call duty will be canvassed starting with the most senior employee as to whether or not they wish to opt on to the list. If no employee opts on to the list, the employer shall fill the vacancy by reverse order of seniority from the eligible list.
  - ii) **Effective January 1, 2020, all new hires will not have access to the "Opt-Off" provision.**
- d) An additional day off shall be granted for each and every designated holiday (as per Article 14.1) that falls within an on-call period.
- e) Any calls or circumstances that are deemed above and beyond the call of duty shall be compensated for at the discretion of management.
- f) The on-call rotation process is incorporated into this agreement as Appendix "D".

## 11.7

### **Seasonal Employees**

- a) Employees hired as seasonal will work the appropriate hours as described in Article 11.2 a) and 11.3 a). Overtime shall be paid in accordance with Article 11.5 a), 11.5 b) and 11.5 c).

## **ARTICLE 12 PAY ADMINISTRATION**

### **12.1 Equal Pay for Equal Work**

The parties agree to recognize the principle of equal pay for work of equal value.

### **12.2 Pay Calculation**

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

- a) All employees shall be paid the hours worked times the hourly rate as contained in Appendix "A."
- b) In no event shall the number of hours included as actual hours worked, taken on sick leave or taken as vacation, exceed a maximum of eight hours per day.
- c) In the event an employee has actually worked a part-day, the maximum number of hours which will be included as actual hours worked shall not exceed that number of hours required to bring about a combined (hours actually worked plus approved leave with pay) maximum of eight hours per day.
- d) The foregoing shall have no application if the employee was not scheduled to work on any such day.
- e) Leave without pay shall not be included as hours actually worked.
- f) Employees working less than full-time shall have their pay and benefits pro-rated.

### **12.3 Rates of Pay**

The rates of pay contained in Appendix "A," attached to and forming part of this Agreement, shall be the only rates paid to the employee occupying the positions to the classification.

### **12.4 Pay Periods**

- a) All permanent full-time employees shall be paid their monthly salary, in equal amounts, on the 15<sup>th</sup> day and the last day of the month. When these dates fall on Saturday, Sunday or Designated Holidays, salary will be paid on the business day preceding the scheduled pay day. Employees shall receive a statement showing period worked, gross amount earned, all deductions there from and for what purpose, net amount payable, and deposited by direct deposit to a bank or credit union of the employee's choice.

- b) All other employees shall be paid semi-monthly, on the 15<sup>th</sup> day and the last day of the month. When these dates fall on Saturday, Sunday or Designated Holidays, salary will be paid on the business day preceding the scheduled pay day. Employees shall receive a statement showing period worked, gross amount earned, all deductions there from and for what purpose, net amount payable, and deposited by direct deposit to a bank or credit union of the employee's choice.

## 12.5

### **Increments**

- a) A permanent employee's anniversary date shall be the date on which the employee commenced work in their current position with the Employer. Employees shall receive annual increments effective each anniversary date, until the maximum is reached as defined by the pay scale in Appendix "A," subject to Article 12.5(c), provided the employee worked full-time hours. In the event an employee takes an unpaid leave of absence of greater than 30 days, the employee's anniversary date shall be adjusted proportional to the amount of leave taken. This adjusted anniversary date shall be the employee's anniversary date for all other increments the employee may be entitled to. Where an employee is hired prior to the 15<sup>th</sup> of the anniversary month, the increment will be paid on the 1<sup>st</sup> of that month. Where an employee is hired after the 15<sup>th</sup> of the month, the increase will be paid the 1<sup>st</sup> of the following month.
- b) Notwithstanding the above, the employer may withhold the increment on the basis of an unsatisfactory performance report. The Employer shall notify the employee in writing of such action prior to the increment date, giving reasons for withholding the increment. If the employee is not served with such notice prior to the increment date, he will be deemed to have earned the increment. An employee may grieve against the withholding of his increment.
- c) An employee returning to work after more than 30 consecutive days leave of absence without pay or lay-off, will be eligible to receive an increment after 12 months of actual service, less credit toward increment that was earned prior to lay-off or prior to and during leave of absence.
- d) The date upon which the employee becomes entitled to the increment will be the employee's anniversary date. Should the leave be due to a work injury covered by the Workers' Compensation Board, or a maternity or paternity leave, there shall be no change in the anniversary date regardless of the length of the absence.

- e) For the purposes of this Article, days paid for sick leave, designated holidays, annual vacation, Workers' Compensation leave, leave with pay and Union leave shall be regarded as time worked.

## 12.6

### **Pay on Movement to a New Position**

- a) **Assuming a Higher Paid Position**

When an employee assumes a position with a higher rate of pay, the employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than 8% above current salary and not more than the maximum of the new range. If the addition of 8% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates. When an employee assumes a position with a higher rate of pay on other than the first working day of the month, the increment date shall be adjusted to the first of the month where the employee commenced work in the new position between the 1<sup>st</sup> and the 15<sup>th</sup> of the month and to the first day of the following month where the employee commenced work in the new position between the 16<sup>th</sup> and the last day of the month. Whenever an employee's increment date or an adjustment in salary occurs on the same date as a promotion or reclassification, the employee shall receive the increment or adjustment before the promotional formula is applied.

- b) **Assuming a Lower Paid Position**

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

- c) **Assuming a Position with the Same Rate of Pay**

When an employee assumes a position with the same rate of pay, the employee's anniversary date will not be adjusted.

- d) **Reversion Rights**

A permanent employee who fails the probationary period or opts to revert to the previously held position will be placed at the previous rate of pay, including any increments he would have earned had he not assumed the new position. By mutual agreement, the employee may revert to a similar position.

12.7 **Professional Fees**

Employees who require certificates and/or accreditation to perform their duties shall be reimbursed the cost of the fee.

12.8 **Vehicles for Employer Business**

- a) When any employee is required to use a personal vehicle in the performance of their work, the Employer agrees to pay mileage in accordance with the rates established by the Saskatchewan Public Service Commission.
- b) For the term of the agreement the Employer agrees to reimburse all permanent employees \$25.00 for the basic annual renewal fee or \$100.00 for the five-year renewal of their driver's license, upon the production of such valid driver's license.
- c) For the term of the agreement, the Employer agrees to reimburse all temporary/seasonal employees \$25.00 for the basic annual renewal fee of their driver's license, upon production of such valid driver's license.
- d) When an employee is required to use a personal vehicle in the performance of their work, the Employer agrees to reimburse at a minimum rate of \$5.00 per day OR at the mileage rate established by the Saskatchewan Public Service Commission, whichever is greater.

12.9 **Liability Insurance**

The employees are covered by the terms and conditions of the Employer's liability insurance coverage.

**ARTICLE 13 TEMPORARY PERFORMANCE OF HIGHER DUTIES (TPHD)**

13.1 At the discretion of the Employer an employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making appointments.

13.2 In the event the employee is assigned to a higher paid position for three (3) days or more, the employee will be paid an 8% increase, based on the employee's current rate of pay or at the bottom rate of the higher classification whichever is greater, from the first hour of the assignment. If the addition of 8% produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

13.3 TPHD assignments will not exceed six months; however, upon mutual agreement a TPHD assignment may be extended.



13.4 Notwithstanding Article 13.3, temporary vacancies of six months or more will be posted in accordance with Article 8.2. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.

**ARTICLE 14 VACATION LEAVE AND DESIGNATED HOLIDAYS**

**14.1 Designated Holidays**

Designated holidays shall mean:

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

**National Day for Truth and Reconciliation**

and any other day legislated by the Federal or Provincial governments as a public holiday and any day proclaimed by a civic government as a civic holiday.

**14.2 Designated Holiday Falling on a Day of Rest**

- a) When a designated holiday falls on a day of rest, the Employer will designate the holiday to be taken on either the working day before the day of rest, or the first working day following the day of rest, unless otherwise mutually agreed.
- b) An employee who is assigned to work on a designated holiday will be paid in accordance with the provisions of ***The Saskatchewan Employment Act***.

**14.3 Vacation Leave**

All permanent employees shall be entitled to and are required to take vacation leave with pay subject to the approval of the Employer and subject to the following provisions:

- a) The vacation year is based on the calendar year. Each January 1<sup>st</sup> the employees' earned vacation credits will be credited to the employees to be used by December 31<sup>st</sup>.
- b) Vacation entitlement shall be as follows:
  - i) Employees shall be granted vacation based upon years of service they will have completed in the fiscal year (January 1

- December 31). Vacation entitlements shall be advanced to employees at the beginning of each fiscal year.
- ii) Vacation entitlement shall be as follows:
    - After 12 months accumulated service – 3 weeks vacation
    - After 8 years accumulated service – 4 weeks vacation
    - After 15 years accumulated service – 5 weeks vacation
    - After 22 years accumulated service – 6 weeks vacation
  - iii) Permanent part time employees shall acquire vacation on a pro-rated bases.
  - c) Where an employee resigns, retires or is terminated and said employee has taken vacation leave not yet earned, the employer is entitled to deduct the amount of money owed from the employee's final pay cheque.

#### 14.4

#### **Vacation Authorization**

In order to manage the demand for vacation leave in an equitable way, a three-step Vacation Authorization process will be used where necessary:

- a) Step 1: Vacation requests will be accepted until December 15<sup>th</sup> of the current year for the next calendar year on the following basis:
  - i) Employees may make one (1) request up to a maximum of fifteen (15) consecutive working days;
  - ii) During this period, employees may only request one (1) period of time, regardless of length;
  - iii) During this period, requests will be approved based on a non-rotating seniority basis;
  - iv) Between 15 and 20 December, all vacation requests will be reviewed;
  - v) All vacation requests will be subject to operational demands.
- b) Step 2: Any employee having all or a portion of their initial request denied under Step 1 (14.4 a) i. and ii.) will be informed by 20 December and may re-submit another request following the same guidelines (laid out in 14.4 a) i. and ii). Any subsequent request must be submitted immediately and no later than 27 December of the current year. These requests will be either approved or denied by 31 December.

- c) Step 3: As of 1 January of the vacation year, employees may submit requests for any remaining vacation time to be approved based on the seniority list and operational demands. Approval will be either approved or denied by 15 January of the vacation year.
- d) Any additional vacation leave requests for the year will be reviewed and approved on a “first come, first served” basis and operational demands.
- e) All allotted vacation leave must be booked in its entirety by 31 October of the vacation year.
- f) Vacation leave will be approved in full day increments. The only exception will be when an employee has earned a partial day of vacation leave.

14.5

### **Vacation Carry Over**

Employees are expected to take their entire vacation entitlement within the vacation year. However, an employee may request in writing to be granted a carryover of up to five days. In extenuating circumstances the employee may request in writing a carryover in excess of the five day limit.

Requests for carry over will be accepted as follows:

- a) Carry over, which may require an exception to the seniority rotation, must be accompanied with written union approval. A “Request for Leave “must be completed and identify the dates the vacation will be taken. Upon receipt of the “Request for Leave” form and documentation from the union, the employer will approve or deny based on operational requirements.
- b) Carry over requests other than the above will be approved or denied on the basis of operational requirements. If approved the carry over must be scheduled and taken by the end of February of the following vacation year. **Decisions on requests will be made following request made in 14.4 a).**

14.6

### **Designated Holiday During Vacation Leave**

When any holidays designated in Article 14.1 falls within an employee’s annual vacation, that day shall not be counted as a vacation day.

14.7

### **Sick Leave During Vacation**

In the event an employee is ill or entitled to bereavement leave during vacation leave, the employee or his/her immediate family shall notify his/her supervisor or designate (on-call manager) using the provisions of

Article 15.3. The Employer will charge the amount of time the employee was ill and the period of recovery to the employee's sick leave credits and will reinstate the employee's vacation leave credits accordingly. The period of vacation shall, by the mutual agreement between the employee and the Employer, be either added to the vacation period or reinstated for use at a later date. Satisfactory substantiation of illness and the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.

14.8 **Vacation Pay on Separation**

An employee who leaves the service of the Employer shall be paid for earned vacation leave which has not been used. In the event of the death of an employee, any amount due under this Article shall be paid to the employee's estate.

14.9 **Cancelling of Approved Vacation Leave**

Where the employer finds it necessary to restrict approved vacation leave in whole or in part, the employee shall be entitled to receive pay in lieu (at straight time) or to take the leave at another time. Upon the submission of satisfactory documentary evidence, any non-recoverable or non-transferable financial commitments, made after the approval, will be reimbursed to the employee.

14.10 **Vacation Leave Records**

The Employer will provide employees with vacation information in January and July of each vacation year. Employees are expected to verify the records and ensure their vacation entitlement is used prior to December 31<sup>st</sup> or the Employer may schedule the employee off.

14.11 **Vacation Pay on Supplementary Earnings**

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Article 14.3.

14.12 **Temporary, Seasonal and Casual Employees' Vacation Pay**

Temporary, seasonal and casual employees will receive vacation pay on each cheque in accordance with the amount of vacation entitlement outlined in Article 14.3 and based on the employees' total wages.

For the purposes of this Article, "total earnings" include the vacation payment. For administrative purposes, to facilitate the payment of vacation pay, the percentages will be as follows:

5.77% - fifteen (15) days

7.69% - twenty (20) days

9.62% - twenty-five (25) days

11.54% - thirty (30) days

## **ARTICLE 15 SICK LEAVE**

### **15.1 Definition of Sick Leave**

- a) Employees may request and may be granted sick leave only for periods of time when the employee is sick or disabled as to render the employee incapable of performing functions of the job.
- b) An employee shall not be entitled to use sick leave credits because of an illness or disability paid by The Workers' Compensation Act or for which Income Replacement Benefits are paid under The Automobile Accident Insurance Act or when the employee is receiving benefits from any other agency.
- c) An employee who is unable to make the necessary arrangements, outside of scheduled work time, for specialist appointments (other than regular maintenance appointments) or must travel out of the Health Region for personal health care, may be granted time off with pay. Such granted time off shall be charged to the employees accumulated sick leave and shall not exceed sixteen (16) working hours per fiscal year. Employees who have no sick leave accumulation may be granted leave without pay. On request, employees will be required to show proof of the appointments or of the care. For less than full time employees this will be pro-rated. This benefit does not apply to casuals.

### **15.2 Accumulation of Sick Leave**

- a) Employees shall earn sick leave credits based on hours eligible for entitlement to a maximum of 15 days per year, one and one quarter days per month, with no cap on accumulation. Employees hired after 13 May 2005 are subject to a 100 day cap on sick leave accumulation.
  - i) Permanent employees shall earn sick leave credits from the date of employment.
  - ii) Temporary, seasonal and casual employees will not earn sick leave credits until successfully completing their probationary period. Once the probationary period has been served, said employees will be credited with sick leave credits from the date of employment pro-rated on hours worked.

- b) On an annual basis or before March 1<sup>st</sup> the Employer will provide permanent employees on staff at the date of signing with a balance of accumulated sick leave credits.

### 15.3

#### **Notification of Illness**

- a) Any employee who will be absent due to illness or disability shall **verbally** notify the supervisor or his designate, as soon as possible, however no later than her normal start time. If the employee's supervisor is unavailable, the employee shall notify the on-call manager.
- b) The employee will advise the supervisor of the nature of the leave requested, the anticipated length of absence and any accommodation the employee may require to reduce the period of absence. In the case of prolonged absence due to illness or Workers' Compensation, the employee is expected to keep the Employer regularly apprised of the anticipated date of return and any accommodation that might be necessary in order for the employee to return to work.
- c) Where a temporary employee is filling the position of the employee absent due to illness, the employee must give at least five (5) working days' notice of return to work.
- d) The employee will then be granted sick leave providing the employee possesses sufficient sick leave credits. Employees who do not have sick leave credits will be considered on unpaid leave of absence.

### 15.4

#### **Medical Certificate**

- a) Subject to Article 15.1, in instances where an employee notifies the employer that he will be absent from work for a period of at least three (3) days but not more than five (5) days and upon request from the employer, shall provide a detailed physician's note attesting to their illness.
- b) In instances where the employee is absent due to medical reasons and has exceeded five (5) days, the employer may request further medical information on the form (Appendix C) limited to the following:
- A prognosis for recovery
  - Employee's fitness to return to work
  - Physical limitations following the employee's return to work

In the event the employee is charged for producing the form, the Employer will reimburse the employee providing the Employer

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

- c) The employer may request a medical assessment earlier if there is evidence of abuse. In these cases, the employee will be advised of the reason for the request in writing.

#### 15.5 **Employer to Provide Information**

Subject to a written request from an employee, the Employer shall make available to a third party (LTD, WCB, SGI, etc), where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled.

#### 15.6 **Unpaid Leave for Prolonged Illness**

- a) An employee suffering prolonged illness shall, upon application, be granted leave of absence without pay when all sick leave credits have been expended.
- b) The Employer shall not permanently fill the employee's position for the first 24 calendar months of the employee's leave. In the event the employee is able to return to work during this period, she will be returned to her home position.
- c) Employees who do not return to work during the leave in 15.6 b) will be granted a further leave of up to three (3) years.
- d) An employee on leave provided in 15.6 c) who is able to return to work shall provide written notice to the Employer to have his name placed on the Re-employment list. Employees on the Re-employment list shall be considered for re-employment in accordance with Article 10.12 (b) only.
- e) If it is determined the employee will not be able to return to their home position, the parties may waive the twenty-four (24) month provision, allowing the position to be filled permanently.

#### 15.7 **Accommodation**

Once an employee has been medically cleared to work, as per 15.4, and if necessary, the employer, union and the employee shall meet to discuss:

- a) Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or

- b) Where an employee is no longer able to perform the functions of her job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of the Agreement to transfer the employee into a more suitable position.
- c) If accommodation fails the employee will revert to the reemployment list to the extent remaining subject to 15.6 d).

15.8 **Sick Leave Records**

The Employer will provide employees with an annual balance of their sick leave credits.

**ARTICLE 16 LEAVES OF ABSENCE**

16.1 **Bereavement Leave**

Subject to the following, an employee requesting bereavement leave must first contact the Manager or designate:

- a) After successful completion of the Employee's probationary period, an Employee may request
  - i) up to five (5) days paid leave in the event of the death of a spouse or child of that Employee
  - ii) up to three (3) days paid leave in the event of the death of an immediate family member.

Immediate family is defined as spouse (including common law and same sex), children (including stepchildren), parents (including in-laws and step), sisters or brothers (including in-laws and step), grandparents, grandchildren, legal guardian.

- b)
  - i) Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child may request an additional five (5) days off to be charged to the employee's sick leave credits.
  - ii) Upon request, an employee may receive up to an additional two (2) days charged to accumulated sick leave for the death of an immediate family member other than a spouse or child.
- c) The Employer may, in its absolute discretion, grant bereavement leave, to be charged to the employee's sick leave credits, to an employee for the following:
  - i) the death of someone with whom the employee maintained a close relationship, or
  - ii) within a period of 13 months from the date of death for the purpose of attending a religious or traditional event related



to the death of an immediate family member as defined above.

d) Extended Leave

An employee may apply for extended leave of absence where the death or serious illness of an immediate family member occurs outside the province. Such a request will be granted based on operational requirements and will be charged to vacation credits.

16.2 **Pressing Necessity**

In the event an employee cannot attend work due to an emergent unforeseen occurrence, the employee is expected to inform the supervisor as to the nature of the emergency and the anticipated length of absence.

16.3 **Family Leave**

- a) After successful completion of the Employee's initial probationary period an employee may request leave for:
- i) the unexpected or sudden illness or injury of the employee's spouse or child which prevents the employee from reporting for duty,
  - ii) surgery on the employee's spouse or child, an emergency situation or family obligation which prevents the employee from reporting for duty.
  - iii) up to one (1) day a year may be used for either:
    - i) a family-strengthening event (i.e: graduation, school concert, sporting or cultural event, etc.): or
    - ii) a community-strengthening activity (i.e: volunteer participation in a recognized charity, sporting or cultural event, fundraisers, etc.)
    - iii) **An emergency situation or family obligation which prevents the employee from reporting for duty**
- b) An employee absent from work due to family leave must notify the Employer as soon as reasonably possible of his absence and the reasons for the absence. An employee who has taken family leave may be required to provide satisfactory evidence of the reasons for his absence.
- c) Employees may request and the Employer may grant based on operational requirements a flexible hour arrangement on a temporary basis to accommodate an employee requiring medical

attention or to attend to a family matter. The employee must advise the Manager or designate of the nature of the request.

16.4 **Use of Sick Leave Credits for Pressing Necessity/Family Leave**

Accumulated sick leave credits may be accessed by an employee for pressing necessity/family leave as defined above to a maximum of five (5) days per year, and may be taken in half or full days or, if mutually agreed between the supervisor and the employee, to make up the time.

16.5 **Unpaid Leave**

- a) Unpaid leave is leave of a specified duration of up to one year.
- b) Providing satisfactory arrangements can be made for the performance of an employee's work, definite leave of absence without pay may be granted for valid reasons to any employee by the Employer. The employee's request and the Employer's Response shall be in writing. Requests for such leave shall be made three months in advance of the commencement date, except in unavoidable circumstances.

16.6 **Leave for Union Office**

An employee who is elected or selected for a full-time position with the Union, the Saskatchewan Federation of Labour or the 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 the term of office. The employee shall continue to receive her salary and benefits from the Employer, conditional upon reimbursement of such salary and costs by the Union to the Employer.

16.7 **Leave for Shelter or Rehabilitation**

When an employee is required to seek shelter from an abusive spouse, or enters a rehabilitation program for drug or alcohol abuse, or battering, the employee may request, upon presentation of suitable verification, to draw on unexpended sick leave credits as per Article 15, or vacation leave as per Article 14, or shall be granted a leave of absence without pay.

16.8 **Benefits Earned While on Leave**

- a) Up to three (3) consecutive months: vacation leave, sick leave and increments
- b) More than three (3) consecutive months: no benefits earned (see 7.4)

- c) Employees on the re-employment list shall not earn benefits (see 7.4)

16.9

### **Maternity Leave**

- a) An employee who has completed 20 weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the Employer with a medical certificate certifying that she is pregnant and specifying the estimated date of birth shall be granted maternity leave, not to exceed 12 months (inclusive of parental leave), covering pre-birth, birth, and post-birth.
- b) The Employer shall not dismiss, lay-off, suspend or otherwise discriminate against an employee solely because she is pregnant, is temporarily disabled due to pregnancy, or has applied for leave in accordance with this Article.
- c) Where an employee is temporarily disabled due to pregnancy and is subsequently fit to return to work prior to the estimated date of birth, upon five working days notice, she shall be allowed to return to her former position from the date specified by her physician.
- d)
  - i) an employee on maternity leave will accumulate seniority, sick leave credits, vacation credits, and be credited with the time toward an increment.
  - ii) The employer agrees to provide employees on Maternity Leave with a top up of Employment Insurance Maternity Leave benefits to 75 % of regular salary for the first (17) seventeen weeks of EI Maternity Leave benefits. The seventeen-week period will include the two-week waiting period.
- e) An employee may access her sick leave credits for the period ascertained by her physician to be the health-related portion relating to pregnancy. During her leave the employee can elect to halt her enrolment in the benefit plans for the period of her leave or continue to pay into benefit plans. The Employer will pay its usual share of the benefit premiums in the event the employee elects to remain in the plans.
- f) In the event the employee is not medically fit to return to work upon the expiration of her leave, she may apply to access her sick leave credits in accordance with Article 15, Sick Leave.
- g) Reinstatement:
  - i) The Employer shall, at the expiration of maternity leave, reinstate the employee in the position occupied by the employee at the time the leave commenced, or in a

comparable position, with no loss of accrued seniority or benefits or reduction in wages.

- ii) For the purpose of seniority and rights of re-employment, being on maternity leave does not constitute a break in service, and seniority and rights of re-employment continue to accrue while an employee is taking maternity leave, however, should a lay-off occur while an employee is on maternity leave, the employee will be asked and will submit her displacement request to the Employer. The employee will assume her new position upon her return to work.

- h) Prior to returning to work the employee must give at least 21 days notice of her intention to return to employment.

#### 16.10 **Parental Leave**

An employee who has completed 20 weeks of service with the Employer may request, at least three months in advance of the leave, unpaid parental leave. The timing of the leave shall be based on operational requirements and may not exceed 12 weeks, or in extenuating circumstances, 15 weeks within the first year of birth of the child. Prior to returning to work the employee must give at least 21 days notice of her intention to return to employment.

The employee will accrue seniority, sick leave credits, vacation credits and time toward increments.

#### 16.11 **Adoption Leave**

An employee who has completed 20 weeks of service with the employer may request unpaid adoption leave, provided the employee has given the employer notice of the employee's intent to adopt a child and an anticipated date of leave if known. The timing of the leave will be based on operational requirements and may not exceed 12 months, inclusive of parental leave from the date of adoption or in the case of paternity leave the date of birth of the child. Prior to returning to work the employee must give at least 21 days notice of her intention to return to employment. The employee will accrue seniority, sick leave credits, vacation credits and time toward increments.

#### 16.12 **Compassionate Care Family Leave (EI)**

- a) An employee who has completed twenty (20) weeks of service, who makes application for leave at least one month in advance of the requested commencement date and who provides the employer with a medical certificate that indicates that a family member is gravely ill and at significant risk of death within 26 weeks shall be granted a leave without pay of up to twelve (12)

weeks. The certificate must also specify that the employee is needed to provide psychological comfort or emotional support, arrange for care by a third party provider and/or directly participate in the care.

- b) Upon return to work the employee will be reinstated in her prior or comparable position with no loss of accrued seniority or benefits or reduction in wages.
- c) If the employee chooses to make contributions for the period of leave to the pension or benefits plan, the employer will pay the employer contributions for the same period.
- d) The employee may request an extension, in writing, to the leave. Approval of an extension shall not unreasonably be denied. The total leave available under this article shall not exceed one year.

16.13 **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, to the length of the trial or the court deems necessary, less any payment received from the courts.

16.14 **Voting Time**

The Employer will provide sufficient time off for voting in compliance with statutory regulations.

16.15 **Education and Training**

Subject to the demands of the workplace, leave of absence with or without pay along with Tuition costs etc., may be granted by the Employer, to a permanent employee for education and training.

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

Leave taken under this Article is subject to Article 16.8 (Benefits Earned While on Leave). The Employer will make every effort to accommodate the employee, including granting the use of vacation leave or time off in lieu of time worked.

**ARTICLE 17 OCCUPATIONAL HEALTH AND SAFETY**

The Employer and the Union have a shared interest in the health and safety of employees. The Employer and the employees will operate in accordance with ***The Saskatchewan Employment Act and Regulations***.

**The parties agree to enter discussion aimed at the generation of a Letter of Understanding regarding health and safety of all employees.**

**The LOU will be reached with six (6) months of the signing of this CBA, or referred to external mediation and/or arbitration.**

**ARTICLE 18 WORKERS' COMPENSATION**

- 18.1 When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of *The Worker's Compensation Act*, the employee will receive payment directly from the Worker's Compensation Board for the entire period of absence.
- 18.2 The employee will keep the Employer informed of the anticipated duration of illness and will agree to comply with any accommodation or graduated return to work program the Employer and the Workers' Compensation Board may develop.
- 18.3 The provisions of Article 15.5 will apply to employees who are absent on Workers' Compensation for an extended period of time.
- 18.4 From and including the day of injury, until not more than two years, the employee will accrue seniority, however, the employee will not earn vacation or sick leave credits.
- 18.5 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation credits by December 31<sup>st</sup> of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.
- 18.6 Employees who are off work and receiving Workers' Compensation benefits may continue to be enrolled in the benefit plans for a maximum of one year from the date of injury, provided the employee pays the employee portion of the premiums.
- 18.7 From the date of injury to not more than two years from the date of injury or until the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive her normal earnings and any benefits payable from Workers' Compensation shall be paid directly to

the Employer on behalf of the employee. The difference between the employee's normal earnings and the benefits payable from Workers' Compensation will be charged against the employee's available sick leave credits.

The total compensation received by an employee shall not exceed normal earnings. Part-time and ~~term~~ **temporary** employees' normal earnings shall be the average of her last four pay periods. Proof of disability will be required before such payments are made.

After two years from the date of injury or when the employee's sick leave credits are exhausted, whichever occurs first, the employee shall receive payments directly from the Worker's Compensation Board only.

## **ARTICLE 19 CLASSIFICATION PLAN**

### **19.1 Employer to Establish a Classification Plan**

- a) All new or revised classifications shall be established in accordance with this Article.
- b) The Employer shall establish and maintain a classification specification plan in which positions of similar kind and responsibility are included in the same classification. Each classification specification will specify the qualifications, training, competencies, knowledge, skills, abilities and experience required for each job.
- c) All jobs shall be allocated to one of the classifications set forth in Appendix "A".

### **19.2 Manual of Class Specifications**

A current manual of classification specifications shall be available at the request of an employee during regular office hours. Effective 60 days after the date of signing this Agreement, the Employer shall provide a current copy of all classification specifications to the Union.

### **19.3 New Classes of Positions**

The Employer shall give written notice to the Union of the intent to implement a new classification, including the Employer's determination as to the exclusion or inclusion in the bargaining unit, along with the rate of pay of the new classification. If the Union does not indicate in writing an objection to the rate of pay within 30 calendar days, the Employer will implement the new classification and rate of pay without further challenge from the Union. In the event of a disagreement over the exclusion of a new class of positions from the bargaining unit, the

Employer may fill the position as an out-of-scope position and the parties may refer the dispute to the Labour Relations Board.

19.4

#### **Resolution of Disputes**

- a) If agreement is not reached on the rate of pay, the Employer may assign a rate of pay, and proceed to fill the position in accordance with Article 12, and the dispute shall be resolved through an adjudication process.
- b) The rate or range of pay when finally decided will be retroactive to the date the employee commenced work in the new classification.
- c) In the event of a dispute over pay the parties agree to appoint an adjudicator. The parties will split the cost of the adjudication process equally, assuming neither party will employ the services of legal counsel. A party employing legal counsel will pay the entire cost of that service.

19.5

#### **Changes to Existing Classifications/Positions**

- a) Where the Employer makes a substantive change to the nature of the job duties or where the Employer requires a reclassification, or where the employee considers his job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of his classification and adjustment to his rate of pay.
- b) The employee must submit the request in writing to his supervisor outlining the nature in the substantive change in duties.
- c) The General Manager will consider the request and will render a decision to the employee within 60 calendar days.
- d) The employee may file an appeal with the Employer no later than 30 calendar days from receipt of the Employer's decision.
- e) The Union and the Employer will meet to negotiate the matter to determine whether the duties have been substantively changed. Should a satisfactory resolution not be possible, the parties will refer the matter to the adjudication process in accordance with Article 19.4.
- f) When a position is reclassified in (c), (d), or (e) above, the Employer will post the position in accordance with Article 8.3.

19.6

#### **Downward Classification**

In the event the Union and the Employer negotiate a classification downward, or where an adjudicator decides a classification warrants a



reduction in pay, the incumbent will have his rate of pay red-circled and will not be given wage increases until the rate of pay for the classification is equal to the red-circled salary. All newly hired or appointed employees will be paid in accordance with the new wage schedule.

## **ARTICLE 20      TECHNOLOGICAL CHANGE**

Will be in accordance with the provisions of *The Saskatchewan Employment Act*.

## **ARTICLE 21      TERMS OF AGREEMENT**

### **21.1              Duration**

This Agreement will become effective on **January 1, 2017, and shall** continue in effect until **December 31, 2022** and automatically from year to year thereafter, unless either party gives written notice of its desire to negotiate revisions thereof. Such notice shall be given not less than **Sixty (60) days** and not more than **One hundred and twenty (120) days** prior to the expiry date of this Agreement.

### **21.2              Agreement to Continue in Force**

Where written notice has been given pursuant to Article 22.1, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

### **21.3              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.

### **21.4              Changes to Agreement**

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

### **21.5              Production of Agreement**

The Union will assume responsibility for production of the Agreement and agrees to provide the Employer with 30 copies.

Addendum for Information Purposes Only  
 Re: Employee Benefit Plan  
FULL-TIME EMPLOYEES

BENEFIT	MONTHLY RATE	COMMENTS
<b>Public Employees Pension Plan(PEPP)</b>	7.60% of salary (2017) 7.60% of salary (2018) 7.60% of salary (2019) 8.60% of salary (2020) 8.60% of salary (2021) 8.60% of salary (2022)	Employer matches
Basic AD&D	Nil	Employer – 100% (\$0.044 per \$1,000) Principal Sum – \$50,000
Voluntary Group AD&D	Single: \$0.044 per \$1,000 Family: \$0.060 per \$1,000	Employee – 100%
Basic Group Life	\$0.22 per \$1,000 less Employer portion (\$5.50 for \$25,000)	Employer pays on 1 <sup>st</sup> \$25,000 (\$0.22 per \$1,000); Employee pays remainder
Optional Group Term Life	\$0.40 to \$10.80 per month for each \$10,000; subject to change; GWL current rates	Employee – 100%
Short Term Disability	Nil	Employer – 100% (70% of salary after day 5)
Long Term Disability	0.72% of salary	3.79% of salary; Employer – 50%; Employee – 50%
Dental Care	Nil	Employer – 100% Family: \$ <b>108.26*</b> Single: \$ <b>40.84*</b>
Vision Care Enhanced Vision	Employee pays: Family: \$ <b>4.592*</b> Single: \$ <b>0.857*</b>	Employer pays Standard Vision rate and Employee “tops-up” to extended. Employer pays: Family: \$ <b>28.258*</b> Single: \$ <b>9.823*</b>
Extended Health	Nil	Employer – 100% Family: \$ <b>190.62*</b> Single: \$ <b>61.11*</b>

**\*Monthly amount/All rates noted above are current for 2021, subject to change as per Canada Life**

**APPENDIX A  
Wages**

<b>Appendix "A"</b>								
<b>Moose Jaw Housing Authority</b>								
<b>In-Scope Salary Schedule</b>								
<b>Year</b>	<b>Classification</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	
<b>2017</b>	<b>TECH 3</b>	22.15	22.98	23.88	24.83	25.81	26.46	
	<b>TECH 2</b>	19.51	20.24	21.03	21.87	22.74	23.31	
	<b>GSW 3</b>	16.39	17.01	17.69	18.38	19.10	19.58	
	<b>GSW 2</b>	15.84	16.43	17.07	17.75	18.45	18.92	
	<b>GSW 1</b>	14.93	15.49	16.09	16.73	17.39	17.83	
	<b>SEASONAL</b>	Step 1 of GSW 1 Rate						
<b>2018</b>	<b>TECH 3</b>	22.15	22.98	23.88	24.83	25.81	26.46	
	<b>TECH 2</b>	19.51	20.24	21.03	21.87	22.74	23.31	
	<b>GSW 3</b>	16.39	17.01	17.69	18.38	19.10	19.58	
	<b>GSW 2</b>	15.84	16.43	17.07	17.75	18.45	18.92	
	<b>GSW 1</b>	14.93	15.49	16.09	16.73	17.39	17.83	
	<b>SEASONAL</b>	Step 1 of GSW 1 Rate						
<b>2019</b>	<b>TECH 3</b>	22.37	23.21	24.12	25.08	26.07	26.72	
	<b>TECH 2</b>	19.71	20.44	21.24	22.09	22.96	23.54	
	<b>GSW 3</b>	16.56	17.18	17.85	18.56	19.29	19.78	
	<b>GSW 2</b>	15.99	16.59	17.24	17.93	18.64	19.10	
	<b>GSW 1</b>	15.08	15.64	16.25	16.90	17.57	18.01	
	<b>SEASONAL</b>	Step 1 of GSW 1 Rate						
<b>2020</b>	<b>TECH 3</b>	22.66	23.51	24.43	25.41	26.41	27.07	
	<b>TECH 2</b>	19.96	20.71	21.52	22.38	23.26	23.84	
	<b>GSW 3</b>	16.77	17.40	18.08	18.80	19.54	20.03	
	<b>GSW 2</b>	16.20	16.81	17.47	18.16	18.88	19.35	
	<b>GSW 1</b>	15.27	15.84	16.46	17.12	17.80	18.24	
	<b>SEASONAL</b>	Step 1 of GSW 1 Rate						

<b>2021</b>							
	<b>TECH 3</b>	23.12	23.98	24.92	25.92	26.94	27.61
	<b>TECH 2</b>	20.36	21.12	21.95	22.83	23.73	24.32
	<b>GSW 3</b>	17.11	17.75	18.44	19.18	19.93	20.43
	<b>GSW 2</b>	16.53	17.15	17.81	18.53	19.26	19.74
	<b>GSW 1</b>	15.58	16.16	16.79	17.46	18.15	18.61
	<b>SEASONAL</b>	<b>Step 1 of GSW 1 Rate</b>					
<b>2022</b>							
	<b>TECH 3</b>	23.58	24.46	25.42	26.43	27.48	28.17
	<b>TECH 2</b>	20.77	21.55	22.39	23.28	24.20	24.81
	<b>GSW 3</b>	17.45	18.10	18.81	19.56	20.33	20.84
	<b>GSW 2</b>	16.86	17.49	18.17	18.90	19.64	20.14
	<b>GSW 1</b>	15.89	16.48	17.13	17.81	18.52	18.98
	<b>SEASONAL</b>	<b>Step 1 of GSW 1 Rate</b>					

- 1 January 2017: 0%**
- 1 January 2018: 0%**
- 1 January 2019: 1% Retroactive to January 1, 2019**
- 1 January 2020: 2% (1.3% plus 1% to pension) Retroactive to January 1, 2020**
- 1 January 2021: 2% Retroactive to January 1, 2021**
- 1 January 2022: 2%**

**Retroactivity will be paid to all employees on staff as of date of signing of the CBA and also include:**

**Joe Fikowski  
Cassidy Follensbee  
Neelofar Kazmi**

## APPENDIX B

### Procedure for Handling Harassment Complaints:

- a) All complaints of harassment shall be covered under this procedure and dealt with in a serious manner
- b) Leave without loss of pay for employees shall be allowed by the Employer for any proceedings under this procedure.
- c) All proceedings under this procedure are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to the alleged harasser's or the complainant's personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this procedure unless directly related to the incident in question.
- e) In the event that the alleged harasser and the complainant are members of the Union, the Employer agrees to allow each their right to Union representation.

### Step 1 (Informal):

- a) Any complaint may be lodged in confidence with a Union or management 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 alleged harasser of the complaint.
- b) The complaint shall be investigated by an independent investigator, 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 (Formal):

- a) A formal complaint shall be submitted concurrently in writing to the General Manager and to the Union.
- b) Upon receipt of the signed written complaint, the General Manager shall
  - i) determine whether the alleged harasser or complainant should be removed and/or reassigned from the immediate workplace,
  - ii) advise the alleged harasser of the full details and scope of the complaint, name of accuser, and
  - iii) contact an independent investigator within five calendar days to investigate the complaint.

The independent investigator is to be selected from an agreed to list as established by negotiations or may be a different person who is mutually agreed to.

The Employer shall pay the fees and expenses of the independent investigator.

- c) It is agreed that as a general principle the alleged harasser 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 will be provided for all affected parties to be heard, in whatever manner is deemed appropriate by the independent investor.
- e) A response containing a decision and recommendations will be submitted in writing within 20 days **to** the Union and General Manager. This time limit may be extended by mutual agreement of the Union chairperson and General Manager.
- f) The independent investigator shall have jurisdiction to determine if there is harassment. If so, he/she shall recommend to the Employer appropriate action, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. He/she shall also recommend a time frame for implementation on.

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

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

**NOTE:** Confidentiality shall not preclude one's ability to investigate or accumulate information regarding any case investigated under this procedure.

**APPENDIX C**  
**RETURN TO WORK**



PLEASE COMPLETE INFORMATION AND PROVIDE TO THE WORKER FOR  
DELIVERY TO THE EMPLOYER

Patient's Name: \_\_\_\_\_

1. Present physical restrictions include:

- |  |                                   |  |
|--|-----------------------------------|--|
| <input type="checkbox"/> standing          | <input type="checkbox"/> sitting  | <input type="checkbox"/> lifting (# of lbs/kg) _____ |
| <input type="checkbox"/> overhead reaching | <input type="checkbox"/> reaching | <input type="checkbox"/> walking                     |
| <input type="checkbox"/> turning           | <input type="checkbox"/> stairs   | <input type="checkbox"/> ladders                     |
| <input type="checkbox"/> pushing/pulling   |                                   |  |
| <input type="checkbox"/> environment _____ |                                   | <input type="checkbox"/> Other _____                 |

2. Is the patient off work due to injury?     Yes     No

3. The disability may affect activity for another

# of days if <7 \_\_\_\_\_     8-14     15-21     >21 days

4. Could the patient safely return to work if restrictions are accommodated?

Yes     No, explain: \_\_\_\_\_

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Physician Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_

## APPENDIX D

### On-Call Rotation Process

- i) On-Call for one (1) week period from Wednesday, 8:00 a.m. to following Wednesday 8:00 a.m.
- ii) **For each week on call, the Building Maintenance employee shall be entitled to three days' compensation.**  
**Compensation must be taken in full day increments, but can be any combination of pay and/or leave. If taken as leave it must be used prior to their next turn in the rotation. It is the responsibility of the employee to ensure leave is taken accordingly.**  
**Each year by July 15, as part of the budget process, on-call staff will be required to define how they would be compensated for the following calendar years' on call.**  
**2021 – will remain as current.**  
**2022 – compensation plan submitted by 15 July 2021, or within one week of contract signing – whichever is later.**  
**In addition, each employee will receive \$100.00 Add Pay for each week they are on call.**
- iii) If an employee does not use the time as in ii, the employer will book the employee off at the employer's earliest convenience.
- iv) Requested time must be reviewed and approved through normal process.
- v) All calls must be documented completely on the required on-call log sheets.
- vi) With the exception of illness, no leave will be granted during an employee's on-call period unless the employee has confirmed coverage by another employee within the rotation.
- vii) In the case of illness or if there is a vacancy in the rotation the following procedure will be followed:
  - A list will be maintained starting in order of seniority of the employees in the rotation
  - The vacancy will be offered to the top of the list employee
  - If accepted, the employee takes the turn in the rotation and then moves to the bottom of the list
  - If declined the employee stays at the top of the list in case of a sudden vacancy a reasonable attempt will be made to contact the top of the list employee. However, if time is an issue the list will be followed until a replacement is found
  - In the case that no one is willing to volunteer to take the vacancy, it will be assigned to the least senior employee in the rotation regardless of position on the list and will not affect the list



- When an employee joins the rotation, they will be added to the list at the bottom, regardless of seniority
  - The list will continue from year to year and will not be restarted.
- viii) The rotation will not be altered. If an employee switches with another employee, the originally scheduled employee receives the earned time off.
- ix) If there is a switch made, with the exception of illness, the employee that was originally scheduled is responsible to ensure that notification is provided to all responsible parties (e.g. answering service, management backup, etc.).
- x) The on-call employee will be required to answer all calls as well as do building checks in any building that the resident caretaker is not available. This practice is necessary during the week (non-working hours) as well as weekends.
- xi) **Communication**
- a) **Regular training sessions designed to enhance on-call service provision will be held. On-Call employees will be encouraged to participate and provide input.**
- b) **Current tenant information will be centralized so that daily updates are provided to On-Call employees via the On-Call binder. This information will be updated weekly and/or as required.**

## Letter of Understanding #1

### Re: Seasonal Employees

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

Seasonal employees shall:

- a) Advise the Employer of their desire to be re-employed with the Employer. The Employer will give consideration to these employees prior to hiring new employees. Seasonal employees who have successfully completed a probationary period will be given first consideration for all seasonal jobs for which they possess the skill, ability, qualifications and experience.
- b) Serve a probationary period of 120 days worked. Employees who do not successfully complete the probationary period will be terminated.
- c) Accrue seniority in accordance with Article 7.1. Seasonal employees shall earn sick leave credits in accordance with Article 15.2.
- d) Be assigned hours of work based on operational requirements.
- e) Receive an increment in each season in accordance with Appendix "A", provided the employee works a minimum of 80 days in a season. The employee may carry days worked from one season to another in order to earn an increment in the second season.

## **Letter of Understanding #2**

### **Re: Job Share**

If one or more employees request the employer to implement job sharing arrangements for a particular position, the employer shall consider such requests and if it is of the view that the position can be shared, it will negotiate with the union the terms and conditions of the job share.

Any such request is subject to the approval of the Employer. It is understood that such approval shall not be unreasonably withheld.

### Letter of Understanding #3

#### Re: Live-in Caretakers - Rent

The parties agree it is a requirement of all resident caretaker positions that the living quarters provided become the resident caretaker's primary residence (ie: mailing address). The resident Caretaker will have the rent for his/her living quarters added to their income as a taxable benefit. The rate for living quarters will be as follows and includes utilities and parking:

Prairie Meadows Caretaker \$695.00 per month rent as a taxable benefit

All other caretakers \$ 670.00 per month rent as a taxable benefit.

- Live-in caretakers and SGEU will be notified concurrently and **at least** six (6) months in advance of any rental changes.
- In the case of emergency calls, such as water breaks, fire alarms, major snow removal, etc., and usually over one half (1/2) hour, the Resident Caretaker will respond if available. Compensation will be time and one half (1 ½) by means of either pay or time-in-lieu of pay, whichever is mutually agreeable.

## **Letter of Understanding #4**

### **Re: Mileage Rates**

When an employee uses an employer's vehicle to travel between his home and place of employment and at such time as the conditions/provisions of Canada Customs and Revenue change, the parties agree to negotiate the income tax rate and mileage rates.

## **Letter of Understanding #5**

### **Re: Paul Nicolay, Technician 3**

The parties agree that Paul Nicolay, Technician 3, will have an “additional ticket premium” (in recognition of holding a gas fitters certificate, as required by the Employer) of 6.1% added to his in-range salary. This premium percentage will not change with any economic increase. This additional ticket premium is a single arrangement only and will expire at the end of the employment of Paul Nicolay.

Further, Paul Nicolay will be given the opportunity to receive overtime compensation. Overtime will be subject to Article 11.5 with the stipulation that time in lieu will not be offered, and Paul Nicolay will only be paid for approved overtime. Paul Nicolay will agree that he can be called, with management on call approval outside regular working hours.

As per Canada Revenue Agency, the personal use of his employer supplied vehicle will be treated as a taxable benefit at the appropriate rate.

## **Letter of Understanding #6**

The parties, in good faith, bargained the wage structure (rates of pay) contained within this collective agreement, signed (date) 9<sup>th</sup> day of February 2022.

Notwithstanding the aforementioned, the employer agrees that any change made to the wage structure (rates of pay) in the Public Service Commission/SGEU agreement of 1 Oct. 2016 to 30 Sept. 2022 will automatically apply to this collective agreement and will be consistent with our respective terms. This automatic adjustment will apply from the date of the change until the expiry of this Collective Bargaining Agreement.

(For example, if the PSC were to make an adjustment in month nine of year one, then a change to the Moose Jaw Housing Authority Collective Bargaining Agreement would be made in month nine of year one.)

## SIGNING PAGE

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and MOOSE JAW HOUSING AUTHORITY** 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 9<sup>th</sup> day of February 2022.

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

Signed on behalf of:  
Moose Jaw Housing Authority

Original Signed By

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Carole Capell-Wile  
Chair of the Bargaining Unit

Original Signed By

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Paul Wilder  
Operations Manager

Original Signed By

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Doug Wasser  
Negotiating Committee Chair

Original Signed By

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Jennifer Messner  
Administration Manager

Original Signed By

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Geraldine Trodd  
Negotiating Committee Member

Original Signed By

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Ralph Ermel  
Lead Negotiator

Original Signed By

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Joe Pylatuk  
Labour Relations Officer