

REGINA HOUSING AUTHORITY

**January 1, 2018 to
December 31, 2022**

COLLECTIVE AGREEMENT

SGEU

Saskatchewan Government and General Employees' Union

**ARTICLES OF A
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

REGINA HOUSING AUTHORITY

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 2487**

JANUARY 1, 2018 TO DECEMBER 31, 2022

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	6
ARTICLE 2	SCOPE	7
ARTICLE 3	MANAGEMENT RIGHTS	8
ARTICLE 4	UNION SECURITY	9
4.1	Employer Recognition of the Union.....	9
4.2	Union Business	9
4.3	No Discrimination	11
4.4	Harassment and Bullying	11
4.5	Union Membership	11
4.6	Check-Off.....	11
4.7	Income Tax (T-4) Slips.....	12
4.8	New Employees	12
4.9	No Individual Agreements	12
4.10	Bulletin Boards.....	12
4.11	Refusal to Cross Picket Lines	12
4.12	No Reprisals from Work Stoppages.....	12
ARTICLE 5	PROGRESSIVE DISCIPLINE.....	13
5.1	Preamble.....	13
5.2	Principles of Progressive Discipline	13
5.3	Constructive Counselling and Coaching	13
5.4	Records of an Employee.....	14
5.5	Notice of Resignation	14
5.6	Notice of Dismissal or Demotion	15
ARTICLE 6	GRIEVANCE PROCEDURE.....	15
6.1	Definition of a Grievance.....	15
6.2	Disclosure of All Information.....	15
6.3	Union Grievance/Group Grievance	15
6.4	Stewards	15
6.5	Problem Resolution (Informal Process).....	16
6.6	Grievance Procedure (Formal Process).....	16
6.7	Alternate Dispute Resolution Process.....	17
6.8	Expedited Arbitration.....	17
6.9	Selection of an Arbitrator (Single Arbitrator).....	19
6.10	Arbitration Board – Full Panel	20
6.11	Employee Expenses	21
6.12	Procedure.....	21
6.13	Time Limits.....	21
ARTICLE 7	SENIORITY.....	21
7.1	Definition	21
7.2	Seniority – Same Date of Hire.....	22
7.3	Seniority List.....	22
7.4	Maintenance and Accrual.....	22
7.5	Maintenance of Seniority.....	23
7.6	Loss of Seniority.....	23

TABLE OF CONTENTS

7.7	Recognition of Service for Vacation Purposes	23
ARTICLE 8	JOB POSTINGS	23
8.1	Position Designations.....	23
8.2	Job Postings.....	24
8.3	Information in Posting	24
8.4	Temporary Positions	25
8.5	Selection Process	25
8.6	Temporary Out-of-Scope Appointment	25
8.7	Permanent Out-of-Scope Appointment	26
ARTICLE 9	PROBATION.....	26
9.1	Probation on Initial Hiring	26
9.2	Movement in a New Position.....	26
9.3	On Re-employment.....	27
9.4	On Demotion.....	27
9.5	Completion of Probation.....	27
ARTICLE 10	LAY-OFF AND RE-EMPLOYMENT (PERMANENT FULL-TIME AND	27
10.1	Lay-off in Reverse Order of Seniority	27
10.2	Employer to Inform Union	27
10.3	Notice of Lay-off.....	27
10.4	Temporary Employees Laid-off First if in Same Classification	28
10.5	Options for Permanent Full-time and Permanent Part-time Employees who have Received Notice of Lay-off.....	28
10.6	Notice to Exercise Displacement Rights	28
10.7	Acceptance of an Offer of a Position.....	28
10.8	Displacement Order	29
10.9	Employees Not Offered a Position	29
10.10	Rights of Employees who are Displaced.....	29
10.11	Time to Adjust in New Position.....	29
10.12	Re-Employment List.....	29
10.13	Benefits While on Lay-Off	30
10.14	Resignation Option.....	30
10.15	Severance Pay.....	30
ARTICLE 11	ARTICLE 11 – HOURS OF WORK - UNREGULATED.....	30
11.1	Tenant Relations Staff (Full-Time)	30
11.2	Tenant Relations Staff (Part-Time).....	32
11.3	Hours of Work – Office Employees – Full Time.....	32
11.4	Part-Time Employees – Office	33
11.5	Maintenance Employees - Full Time	34
11.6	Part-Time Maintenance.....	36
11.7	Administration of On-Call/Weekend Scheduling.....	36
11.8	On-Call Supervisors	37
11.9	On Call Caretakers.....	38
11.10	Standby – (On site caretakers).....	39
11.11	Casual/Seasonal Employees	40
11.12	Emergency Call Back by Employer	41
11.13	Unused DDOs	41

TABLE OF CONTENTS

11.14	Job Sharing.....	42
ARTICLE 12	PAY ADMINISTRATION.....	43
12.1	Equal Pay for Equal Work	43
12.2	Pay Calculation	43
12.3	Rates of Pay.....	44
12.4	Pay Periods.....	44
12.5	Increments	44
12.6	In-Hiring Rates of Pay	45
12.7	Pay on Movement to a New Position	45
12.8	TPHD	46
ARTICLE 13	REIMBURSEMENTS	46
13.1	Reimbursement Timeline	46
13.2	Fireman's Certificate	46
13.3	Mileage and License Reimbursement	47
13.4	Vehicle Allowance	47
13.5	Tool Reimbursement.....	47
13.6	Boot allowance for cleaners	48
ARTICLE 14	BENEFITS	48
ARTICLE 15	VACATION LEAVE AND DESIGNATED HOLIDAYS	49
15.1	Designated Holidays	49
15.2	Designated Holiday Falling on a Day of Rest.....	50
15.3	Vacation Leave	50
15.4	Vacation Authorization	51
15.5	Vacation Carry Over.....	51
15.6	Designated Holiday During Vacation Leave	52
15.7	Hospitalization during Vacation	52
15.8	Vacation Pay on Separation.....	52
15.9	Cancelling of Approved Vacation Leave	52
15.10	Vacation Leave Records	52
15.11	Temporary, Seasonal and Casual Employees' Vacation Pay	52
15.12	Vacation Pay on Supplementary Earnings	53
ARTICLE 16	SICK LEAVE.....	53
16.1	Definition of Sick Leave.....	53
16.2	Accumulation of Sick Leave	53
16.3	Notification of Illness	54
16.4	Medical Certificate.....	54
16.5	Unpaid Leave for Prolonged Illness	54
16.6	Sick Leave Records	56
16.7	Employer to Provide Information	56
ARTICLE 17	LEAVES OF ABSENCE	56
17.1	Benefits Earned While on Leave	56
ARTICLE 18	PAID LEAVE OF ABSENCE	56
18.1	Bereavement Leave	56
18.2	Pressing Necessity.....	57

TABLE OF CONTENTS

18.3	Family Leave.....	57
18.4	Leave for Union Office	58
18.5	Jury Duty	58
18.6	Voting Time	58
18.7	Victims of Interpersonal or Sexual Violence.....	59
ARTICLE 19	UNPAID LEAVES	59
19.1	Unpaid Leave	59
19.2	Maternity Leave.....	59
19.3	Parental Leave	60
19.4	Adoption/Paternity Leave	61
19.5	Education Leave	61
19.6	Compassionate Care Family Leave (EI)	61
ARTICLE 20	OCCUPATIONAL HEALTH AND SAFETY	62
ARTICLE 21	WORKERS' COMPENSATION	62
ARTICLE 22	CLASSIFICATION PLAN	63
22.1	Employer to Establish a Classification Plan	63
22.2	Manual of Class Specification	63
22.3	New Classes of Positions.....	63
22.4	Resolution of Disputes	64
22.5	Changes to Existing Classifications/Positions	64
22.6	Downward Classification	64
ARTICLE 23	TECHNOLOGICAL CHANGE	65
ARTICLE 24	TERMS OF AGREEMENT.....	65
24.1	Duration	65
24.2	Agreement to Continue in Force	65
24.3	Changes in Agreement	65
24.4	Production of Agreement	65
APPENDIX "A"	66
APPENDIX "B"	67
APPENDIX "C"	68
APPENDIX "D"	69
APPENDIX "E"	70
SIGNING PAGE	71

**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 1st day of April, 2021.**

between

**REGINA 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 Regina 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 from 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 2 of this Agreement.
- 1.7 Employer means the Regina Housing Authority.
- 1.8 **Gender –In order to be inclusive of all gender presentations, the pronouns They/Their shall be used throughout this agreement where the context is appropriate.**
- 1.9 General Manager means the General Manager of the Regina Housing Authority or the person designated to act in **their** 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 A Scheduled Day Off is a day which **the employee does not work when they would otherwise have been scheduled, as determined by the Employer.**
- 1.16 Temporary/Term employee means an employee who may work full-time or part-time, for a specific period of time.
- 1.17 Union means the Saskatchewan Government and General Employees' Union representing the employees of the Regina Housing Authority.
- 1.18 A Designated Day Off is a day on which an employee (who has **passed initial probation**) does not work when they would otherwise have been scheduled, as determined by the employee.
- 1.19 Probation means a period of time of 6 calendar months from the date of hire to serve as an evaluation period for an employee, to determine suitability for their position.
- 1.20 Harassment means any inappropriate conduct, comment, display, action or gesture by a person: (i) that either: (A) is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or (B) adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and (ii) that constitutes a threat to the health or safety of the worker

ARTICLE 2 SCOPE

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

- a. General Manager
- b. **Finance Manager**
- c. **Senior Manager of Housing Programs and Community Relations**
- d. **Senior Maintenance Manager**
- e. **Assistant Maintenance Manager**
- f. Contract Administrators
- g. **Human Resources Manager**
- h. **Administration Manager**

i. **Capital Asset Manager**

and any other positions that may be agreed upon during the term of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

a. 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.

b. **Labour Management Committee**

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.

- i) **The purpose of the Labour/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.**
- ii) **A Labour Management Relations Committee shall be appointed consisting of two representatives of union and management (unless otherwise agreed to by the parties). The Union and Management will provide each other with Committee member names at least on an annual basis or when changes to the membership of the Committee occur.**
- iii) **The committee will have union and management co-chairs.**
- iv) **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.**

- v) **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.**
- vi) **Employees who are members of the Labour/ 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 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 7 days in advance, except in unusual circumstances. Where the union does not know of the need for union leave 7 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. When the Employer denies a request, under this article, reasons in writing, for the denial will be provided to the

Union within **sixteen (16)** working hours of reception of the request.

- c. The Union agrees to reimburse the Employer for all wages and benefits paid under this Article within 30 days of date of the invoice.
- d. **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.**
- e. **The Chief Steward will receive paid time to complete union activities in the workplace, working collaboratively with the Employer on union issues (examples which would include: maintaining employee bulletin boards, addressing member concerns, and attending disciplinary meetings) in the following manner:**
 - **Time will be regularly scheduled with management, based on operational needs.**
 - **Time allotment will be up to 2 days each month, non-cumulative.**
 - **The use of company equipment (such as: fax, photocopier and computer) will not be included.**
 - **The use of a company provided cell phone, during the allotted time, will be allowed provided the use is within the Regina Housing Authority Cellular Phone Acceptable Use Policy.**
 - **In the event the Chief Steward must use this time to meet with other employees, the Chief Steward will follow the regular meeting protocols under Article 6.4b) to ensure the other employees time is accounted for and time to leave work has been approved.**
 - **The Chief Steward will remain an employee of RHA during this time and will be held to any and all policies and procedures of RHA.**
 - **The Chief Steward is also accountable to the Union and membership in performing the duties of the Chief Steward during this time.**

4.3 **No Discrimination**

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

4.4 **Harassment and Bullying**

The Union and the Employer have a shared interest in: preventing harassment and bullying in the workplace promoting a safe, abuse-free working environment, and upholding the philosophy of zero tolerance with respect to harassment/bullying and discrimination in the workplace.

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. **New employees must enroll as members of the union within 30 days of their start date. Any employee in the appropriate bargaining unit who is not required to maintain membership in the Union will still be required to remit union dues as required to be paid by members of the bargaining unit.**

4.6 **Check-Off**

- a. **When requested in writing by the employee and accompanied by signed authorization cards, the Employer agrees to deduct on behalf of the Union, all initiation fees, monthly dues, assessments and levies, from and on behalf of all employees who are members of the Union.**
- b. **The Employer shall remit such deductions to the union at the conclusion of each pay period. 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 retirements which occurred during each pay period. The notification shall state the date in which the change occurred.**
- d. **The Employer shall provide the information electronically.**
- 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 type 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 **Saskatchewan Employment Act**. A Chief Steward/Steward of the union shall be present, and shall have paid time, during regular hours, 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 each workplace 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. Workplaces such as the Regina Housing Authority office, Greer, Regency, Palliser Place or any other location with employees covered by the terms of this Agreement shall each have such a bulletin board. Workplace areas where only one employee is located shall receive all bulletined information by inter-office mail.

4.11 **Refusal to Cross Picket Lines**

An employee who chooses not to cross a picket line will not be disciplined or discriminated against. The employee will advise the Employer immediately and an alternative to providing the service will be determined. No employee covered by this Article may interfere with, slow down, or halt the operation of the Employer as a result of exercising **their** right under this clause.

4.12 **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 **they are** engaged in any lawful activity related to a lawful work stoppage.

ARTICLE 5 PROGRESSIVE DISCIPLINE

5.1 Preamble

- a. Both parties agree that the Employer shall make all reasonable efforts to resolve problems with respect to employee performance through discussion and consultation prior to the initiation of disciplinary action.
- b. The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.
- c. Where the Employer intends to 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. The employee will be provided with a reasonable amount of time to seek union representation. If an employee refuses to have a Union representative, the refusal will be recorded in writing on a form jointly created by Union and Management.

5.2 Principles of Progressive Discipline

The parties **recognize the following four aspects to** progressive discipline:

- a. **Verbal reprimand**
- b. **Written reprimand**
- c. **Suspension**
- d. **Dismissal or demotion**

The Employer reserves the right to skip one or more of these steps depending on the severity and culpability of the misconduct.

5.3 Constructive Counselling and Coaching

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

the case where the employee has been suspended or dismissed. The employee shall have the right to have a steward 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. Employees shall have the right to review their personnel file **by making an appointment with Human Resources**. A Union representative, with the written authorization of the employee and with reasonable notice to the Employer, shall have access to the file, in the presence of a manager, human resource **manager** 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 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 **their** intention to resign from the service at least 30 calendar days prior to the date upon which **they** intend 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 **their** intention to resign from the service at least seven calendar days prior to the date upon which **they** intend 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.

Permanent employees with five or more years of service with the Employer, who are dismissed for non-punitive reasons such as innocent absenteeism, incompetence or general suitability will be provided with **6 weeks** notice of dismissal or if the employee does not work the **6 week** notice period, the employee will receive **6 weeks** pay at the regular rate in lieu of notice.

ARTICLE 6 GRIEVANCE PROCEDURE

In keeping with staff and Employer's non-adversarial approach, an earnest effort shall be made by all parties to solve problems before they reach the grievance stage.

The parties will make every effort to settle grievances as fairly and as promptly as possible without the involvement of a third party.

6.1 **Definition of a Grievance**

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

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, except where the disclosure of information would interfere with an ongoing external investigation or court proceedings.

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 of **Article 6.6**. 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 **Stewards**

- a. **Meeting with the Employee** – Any employee who feels **they have** been aggrieved shall request permission from Human Resources or designate 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 by the Union representative with Human Resources or designate.

- b. **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 **Problem Resolution (Informal Process)**

An employee who has a justifiable request or complaint may discuss such matters with the **department manager** in an effort to resolve the problem. The **manager** shall convene a meeting with the employee within seven calendar days at a time mutually agreed upon. The employee may request the attendance of the shop steward at the meeting.

The **manager** shall provide the decision verbally within seven calendar 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)**

Step 1 – **Initial Grievance Submission**

Subject to Art. 8.5(d), the **union rep** will submit a **formal** grievance in writing to **Human Resources** within 30 calendar days of the occurrence of the matter leading to the grievance or the time that the employee became aware of the occurrence.

The **Employer** will submit **their** decision in writing to the grievor, **shop** steward and the Union within 10 working days.

Step 2 – **Meeting with the General Manager**

If a satisfactory settlement cannot be **reached** 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 meeting will be scheduled at a time agreed to by the parties.

The General Manager will render a decision to the Union in writing within 10 working days of the meeting.

Step 3 – Alternate Dispute Resolution Process

If a satisfactory settlement cannot be reached 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.

6.7

Alternate Dispute Resolution Process

- a. **The order listed will be the preference in which the dispute mechanisms are utilized, unless the parties agree there is reason to choose differently: 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 days will inform the Employer in writing of the decision to advance the grievance to 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. Should the parties not agree to grievance mediation the next consideration will be expedited arbitration. Notwithstanding the above, by mutual agreement this expedited procedure 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.

1. All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - **Dismissals**
 - **Failure on probation**
 - **Suspensions in excess of 20 work days**
 - **Policy grievances**
 - **Grievances requiring substantial interpretation of a provision of the Collective Agreement**

- **G**rievances requiring presentation of extrinsic evidence
- **G**rievances where a party intends to raise a preliminary objection
- **D**emotions

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.

2. The parties shall mutually agree upon a list of arbitrators who shall be appointed to hear and resolve groups of grievances.
3. By mutual agreement this expedited procedure may be used after Step 1 of the grievance procedure.
4. 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.
5. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
6. All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
7. No legal counsel will be used by either party. The Union will use elected representatives or staff representatives. The Employer will use employees of their Human Resources Unit.
8. Whenever possible, the arbitrator will attempt to mediate a settlement between the parties.
9. The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.
10. 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.
11. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration hearing.

Procedure Guidelines

- 1 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.
- 2 The parties or their representatives will try to get an agreed statement of facts for presentation to the arbitrator.
- 3 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.
- 4 The Arguments: As agreed, the parties will not cite legal precedents, but may refer to Brown & Beatty, Palmer, etc. However, it is imperative that the relevant provisions of the Collective Agreement be canvassed by the representatives to ensure all relevant clauses are put before the arbitrator. General rules of evidence will be waived except for the rule of "onus."
- 5 Mediation: Representatives must accept some responsibility at this stage to assist the arbitrator in assessing the evidence before **them**. Specifically, if the representatives can assist in assessing credibility and/or contradictory evidence, they should do so.

6.9

Selection of an Arbitrator (Single Arbitrator)

Provided the Union has within 30 days of receiving the response **from the GM** or from the date of the discussion regarding alternate dispute resolution mechanisms (Art. 6.7) by mutual agreement, the parties may elect to have a single Arbitrator selected on a rotational basis from a list established by the parties. The order in which they will act shall be determined by the order in which they have been listed. In the event that the person whose turn it is to act is not available, the member next following shall act. **The Arbitrator shall:**

1. **Fix a time and place of sittings, after consultation with the parties.**
2. **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.**
3. **Render a final and binding decision within 30 days of the end of the hearings.**
4. **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.

- 5. Clarify their decision, should the parties disagree as to the meaning of the Arbitrator's decision, and either party may apply for a clarification.**
- 6. Have any associated fees and expenses, and any other common expenses, 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 Labour 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 Procedure

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

6.13 Time Limits

The parties agree to abide by the time limits specified in this Article unless otherwise mutually agreed upon in writing or via e-mail.

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

All permanent employees shall earn seniority from the last date the employee commenced employment with the Employer.

b. Temporary, Seasonal and Casual Employees

All 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 – Same Date of Hire**

Where a dispute arises concerning the seniority of employees hired on the same day, the Employer shall, in the presence of an elected representative of the Union, use the “coin toss” method to determine the order of seniority.

7.3 **Seniority List**

- a. The Employer shall prepare and post the seniority roster by October 31st of each year. Such list will include the accrued seniority of each employee up to September 30th. 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 November 1st. All challenges are to be directed to the General 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.

7.4 **Maintenance and Accrual**

Seniority shall be maintained and accrue during:

- All periods of paid leave
- Leave of absence without pay for periods not exceeding six months
- Maternity leave
- Adoption leave
- Paternity leave
- Lay-off up to and including three months
- Prolonged or unpaid medical leave up to two years
- Workers Compensation leave up to two years
- All periods of unpaid leave for active Canadian War Service or Canadian Armed Forces Peacekeeping Service
- **Appointment to an out-of-scope position for less than six months.**

7.5 **Maintenance of Seniority**

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

- Periods of (unpaid) leaves of absence over six months
- Periods on the disability list up to 3 years.
- Appointment to an out-of-scope position for greater than six months **but less than 12 months.**
- Lay-off over three months.

7.6 **Loss of Seniority**

An employee shall lose seniority in the event the employee:

- Is dismissed for just cause, and not reinstated
- Is laid-off for more than 24 consecutive months
- Voluntarily terminates
- Fails to comply with the re-employment provisions of return from lay-off (Art. 10.12 (h)) within five days of the Employer issuing notice of re-employment by registered mail
- Abandons **their** job
- Out-of-scope promotion for greater than 12 months
- After 3 years on the disability list

7.7 **Recognition of Service for Vacation Purposes**

The Employer agrees to recognize service up to a maximum of 10 years of continuous service from other Saskatchewan Housing Authorities for the purposes of vacation only.

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 when a vacancy occurs that the Employer wishes to fill which is for a duration of six months or longer, 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 workplace and a copy of each posting sent to the local Union the day of the posting. Where an employee is the sole employee in a location or work area, a copy of the posting shall be forwarded to the location or work area by inter-office mail, and to every employee on the re-employment list.
- c. **Employees who are temporarily absent from work for reasons of vacation, sick leave or other leave of absence can inform the Employer if they wish to be notified of job postings while away. The Employer will then notify that employee by email.**
- d. **The Employer will determine the necessary qualifications, experience, knowledge, skills and abilities (KSA's) required for each position to be filled, prior to posting.**
- e. **The Employer will advise the union within 30 days of a decision to reclassify, abolish, or leave a position vacant.**

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**

All temporary positions longer than four (4) months shall be posted as per Article 8.2 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

8.5 **Selection Process**

- a. The Employer shall notify the Union and the bargaining unit chair of the names and seniority of internal applicants for the position, **three** working days prior to the interviews.
- b. The Employer will appoint the senior qualified applicant based on the Employer determined KSA's as per Art. 8.5. When the senior in-scope employee is not appointed, the Employer will provide the rationale in writing to the candidate and the Union.
- c. The Employer will advise the Union in the event the Employer holds interviews for a vacant position, which includes an internal applicant. The Union may provide an observer for the interviews.
- d. **An** 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.

8.6 **Temporary Out-of-Scope Appointment**

- a. An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from **their** 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.
- b. After six months **they** shall be considered to be an out-of-scope employee and shall not be entitled to any benefits of the

Collective Agreement. No employee shall be appointed to an out-of-scope position without **their** consent.

- c. **An employee who is appointed to an out-of-scope position has the right to revert to their previous position at any time during their appointment, with 2 weeks notice. Likewise, the Employer may re-assign an appointee to their former position, with 2 weeks notice.**

8.7 **Permanent Out-of-Scope Appointment**

An employee who is appointed to an out-of-scope position has the right to revert within a one-year period. Employees who within a one-year period, fail their probation in an out of scope position, shall be reverted to their former position.

ARTICLE 9 PROBATION

9.1 **Probation on Initial Hiring**

- a. Newly hired employees shall serve an initial probationary period of **6 calendar months** from the date the employee commences employment.
- b. During the period of probation an employee will not accumulate seniority. Upon 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. During the initial probationary period an employee may be terminated for just cause at the discretion of the Employer.

9.2 **Movement in a New Position**

- a. An employee who has served an initial probationary period shall have a subsequent probationary period of **three months**, when assuming a new position within the Authority. **Out of scope positions will be governed by Article 8.7.**
- 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 **their** most recently held position without loss of any benefits that may have been earned had **they** not assumed a new position, or by mutual agreement, **they** may revert to a similar position at the same step in the salary range, subject to any increments **they** would have earned had **they** not assumed the new position.

9.3 **On Re-employment**

Any employee re-employed following a **break in employment for any reason shall serve a subsequent probationary period of three calendar months.**

9.4 **On Demotion**

A probationary period of **three calendar months** shall be served, except where an employee demotes into a classification/position the employee formerly held.

9.5 **Completion of Probation**

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

ARTICLE 10 LAY-OFF 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 of 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 full-time or part-time employee in the same classification. Temporary employees will receive notice in accordance with Art. 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 displace another permanent employee or the employee may elect to:

- a. go on lay-off and be placed on the re-employment list, or
- b. retire, or
- c. resign and collect severance pay.

10.6 **Notice to Exercise Displacement Rights**

- a. An employee who intends to exercise displacement rights shall indicate their intention in writing by Email, Courier or fax to the Human Resource **Manager** or designate 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 Art. 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.

10.7 **Acceptance of an Offer of a Position**

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 Art. 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.

10.8 **Displacement Order**

The laid off employee will displace the employee with the least seniority **in a lower classification**. Provided the employee possess the KSA's as per Art. 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 outlined in Article 10.5**.

10.10 **Rights of Employees who are Displaced**

The options in Art.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 Art. 9.3. In the event **they** do not successfully complete the probationary period or if **they** so chooses, **they** will be placed on the re-employment list or within two working days may choose one of the other options. In any case the employee will not have another displacement option.

10.12 **Re-Employment List**

The re-employment list exists to establish the order in which employees return to work after lay-off. Employees on the list are ordered according to seniority.

- 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 **they** wish to be considered for in upcoming competitions. Temporary employees may elect to place their names on the re-employment list.
- b. Employee's names will be automatically included in competitions for vacancies based on the information provided in (a) above.
- c. Except in extenuating circumstances, employees who do not accept a position offered will be removed from the re-employment list and will be deemed to have resigned from the Employer.

- 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 **their** 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 Art. 10.14, 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 certified 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 Art. 16.1

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 Art. 10.5 (c), or the employee has elected to resign while on the re-employment list, **they** 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 ARTICLE 11 – HOURS OF WORK - UNREGULATED

11.1 **Tenant Relations Staff (Full-Time)**

- a. The regular hours of work for tenant relations staff will not exceed 137.75 hours in a four week period. Core hours of work are 8:30 to 5:00 p.m. however, hours of work may extend beyond 7.25 hours in any day and 36.25 hours in any week without payment of overtime. Employees must get authorization prior to working any overtime hours. Tenant relations staff will be paid at a rate of

one and one half times the regular rate of pay for all hours over 137.75 in a four week period.

- b. Management will prepare and post a schedule **for the month one week prior to the start of the month**. The schedule will also include a 75 minute unpaid meal break in each shift, which exceeds six hours, and two 15 minute paid rest breaks in each 7.25 hour shift. The Employer may fluctuate start and stop times or create shifts where necessary.
- c. The Employer will schedule an unpaid day off in each four week averaging period, which shall be either Friday or Monday and adjacent to consecutive days of rest, unless otherwise agreed between the manager and the employee. A schedule of SDO's will be posted six months in advance. SDO's may only be reassigned by mutual agreement.
- d. Employees who have successfully completed their probationary period, shall receive four unpaid discretionary days (DDOs) in each calendar year to be used at the employee's discretion, subject to operational demands. **DDOs will be prorated in the first year of employment, based on the date the employee completes initial probation.** The Employer will attempt to grant DDOs as requested, where conflicts occur the employee whose name is higher on the vacation list indicated in Article 15.4 (a) will have first choice and the employees whose names are lower on the list will be expected to adjust their request. Employees are required to use DDOs prior to the end of the calendar year. The Employer reserves the right to schedule days in the event the employee has not scheduled the DDOs. Such days will be scheduled in conjunction with a day of rest unless otherwise agreed
- e. The Employer may assign employees to work days, evenings, nights, weekends or designated holidays, by assigning the least senior employees. The Employer will make the necessary changes to the employee's schedule throughout the averaging period to ensure overtime is minimized.
- f. Employees shall submit any requests for changes to the schedule to the supervisor **two** week in advance. The supervisor will grant the request based on operational requirements. Any changes to the schedule must be made by mutual agreement and will not incur overtime.
- g. If an employee is ill on a SDO or DDO there will be no other day assigned and no charge against the employee's sick leave credits.

11.2

Tenant Relations Staff (Part-Time)

- a. Part-time tenant relations employees will usually work less than 137.75 hours in a four week period, on a regular basis. Employees will be assigned a minimum number of hours that will be worked in any four week period. These hours are not a guarantee of hours and may be reduced or expanded up to full-time hours, without being considered a lay-off or requiring the posting of the position, based on operational requirements.
- b. **Management will prepare and post a schedule for the month one week prior to the start of the month.** Employees may submit requests to the Employer in advance if the employee wishes to be scheduled off on specific days. **Such requests will be granted based on operational requirements.** Employees will be scheduled a 75 minute unpaid meal break in each shift which exceeds four hours (**unless mutually agreed between the Employer and the Employee**) and two 15 minutes paid rest breaks in each 7.25 hour shift. Employees working four hour shifts will receive a 15 minute paid rest break.
- c. Overtime will be paid to a part-time employee for hours in excess of 137.75 in a four week period. Part-time employees must get authorization prior to working any overtime hours.
- d. The Employer may assign employees to work days, evenings, nights or weekends. The Employer will make the necessary changes to the employee's schedule throughout the averaging period to ensure overtime is minimized. Part-time employees may be required to work additional hours on short notice upon mutual agreement.
- e. Employees wishing to make changes to the schedule shall submit the request to the Employer **two** weeks in advance. The Employer will grant the request based on operational requirements. Any changes to the schedule must be made by mutual agreement and will not incur overtime.

11.3

Hours of Work – Office Employees – Full Time

- a. The regular hours of work for office staff will not exceed 137.75 in a four week period. Core hours of work are 8:30 a.m. to 5:00 p.m. however by mutual agreement hours of work may extend beyond 7.25 hours in any day and 36.25 in any week without payment of overtime. Work performed on a SDO, Saturday or Sunday will be by mutual agreement. Employees must get authorization prior to working any overtime hours. Office staff will

be paid at a rate of one and one half times the regular rate of pay for all hours over 137.75 in a four week period.

- b. Employees who have successfully completed their probationary period, shall receive four unpaid discretionary days (DDOs) in each calendar year to be used at the employee's discretion, subject to operational demands. **DDOs will be prorated in the first year of employment, based on the date the employee completes initial probation.** The Employer will attempt to grant DDOs as requested, where conflicts occur the employee whose name is higher on the vacation list indicated in Article 15.4 (a) will have first choice and the employees whose names are lower on the list will be expected to adjust their request. Employees are required to use DDOs prior to the end of the calendar year. The Employer reserves the right to schedule days in the event the employee has not scheduled the DDOs. Such days will be scheduled in conjunction with a day of rest unless otherwise agreed.
- c. **Management will prepare and post a schedule for the month one week prior to the start of the month. The schedule will also include a 75-minute unpaid meal break in each shift, which exceeds six hours, and two 15 minute paid rest breaks in each 7.25 hour shift. The Employer may fluctuate start and stop times or create shifts where necessary.**
- d. **The Employer will schedule an unpaid day off in each four week averaging period, which shall be either Friday or Monday and adjacent to consecutive days of rest, unless otherwise agreed between the Manager and the Employee. A schedule of SDOs will be posted six months in advance. SDOs may only be reassigned by mutual agreement.**
- e. Employees required to work a statutory holiday will receive two times the regular rate of pay.
- f. If an employee is ill on a SDO or DDO there will be no other day assigned and no charge against the employee's sick leave credits.

11.4

Part-Time Employees – Office

- a. Part-time office employees will usually work less than 137.75 hours in a four-week period. **Management will prepare and post a schedule for the month one week prior to the start of the month.** Part-time employees may be required to work additional hours on short notice. Core hours of work 8:30 a.m. to 5:00 p.m., however by mutual agreement hours of work may extend beyond 7.25 hours in any day and 36.25 in any week without payment of

overtime. Work performed on a Saturday or Sunday will be by mutual agreement.

- b. Employees will be scheduled one 75 minute unpaid meal break where the employee works more than four hours, **unless mutually agreed between the Employer and the Employee.** Employees will be provided with one 15 minute rest break in each four hour shift.
- c. Overtime will be paid to a part-time employee for hours in excess of 137.75 in a four-week period. Part-time employees must get authorization prior to working any overtime hours. Employees who work over 137.75 hours in a four-week period will be paid at the rate of one and one half the employee's regular rate of pay.
- d. **Employees will be assigned a minimum number of hours that will be worked in any four-week period. These hours are not a guarantee of hours and may be reduced or expanded up to full- time hours, without being considered a lay-off or requiring the posting of the position, based on operational requirements.**
- e. Additional hours are hours, which become available after the schedule has been posted. With regard to assignment of additional hours, an employee may submit a written request to be scheduled additional hours. Part-time employees who have indicated their availability for additional (unscheduled) hours shall, when practicable, be offered by seniority the opportunity to work additional hours within the following limitations; The Employer shall not be obligated to offer any additional hour(s) to part-time employees if such hour(s) will result in any form of premium pay as a result of the employee(s) working any additional hour(s); and The Employer shall not be obligated to modify the work schedule of any part-time or casual employee who has been previously scheduled in order to provide any part-time employee with additional work.

11.5

Maintenance Employees - Full Time

- a. The regular hours of work in the Maintenance Department will not exceed 152 hours in a four week period. Employees will receive overtime at a rate of one and one-half times the normal rate of pay for every hour worked in excess of 152 hours in a four week period.
- b. Core hours of work are 8:00 a.m. to 5:00 p.m., however, hours of work may extend beyond eight hours in any day and 40 hours in any week without payment of overtime. **Employees must get authorization prior to working any overtime hours.**

Employees are expected to respond to fluctuations in work requirements.

- c. **Management will prepare and post a schedule for the month one week prior to the start of the month.** The schedule will also include a 60 minute unpaid meal break in each shift, which exceeds six hours, and two 15 minute paid rest breaks in each eight hour shift. The Employer may fluctuate start and stop times or create shifts where necessary.
- d. The Employer will schedule an unpaid day off in each four week averaging period, which shall be either Friday or Monday and adjacent to consecutive days of rest, unless otherwise agreed between the manager and the employee. A schedule of SDO's will be posted six months in advance. SDO's may only be reassigned by mutual agreement.
- e. Employees who have successfully completed their probationary period, shall receive four unpaid discretionary days (DDOs) in each calendar year to be used at the employee's discretion, subject to operational demands. **DDOs will be prorated in the first year of employment, based on the date the employee completes initial probation.** The Employer will attempt to grant DDOs as requested, where conflicts occur the employee whose name is higher on the vacation list indicated in Article 15.4 (a) will have first choice and the employees whose names are lower on the list will be expected to adjust their request. Employees are required to use DDOs prior to the end of the calendar year. The Employer reserves the right to schedule days in the event the employee has not scheduled the DDOs. Such days will be scheduled in conjunction with a day of rest unless otherwise agreed.
- f. The Employer may assign employees to work days, evenings, nights, weekends or designated holidays, by assigning the least senior employees. The Employer shall manage the four week period in such a manner as to eliminate or minimize as much as is possible any overtime. Therefore, employees will be expected to reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not greater than 152 hours.
- g. Employees shall submit any requests for schedule changes to the Employer **two** weeks in advance. The Maintenance Manager or designate will grant the request based on operational requirements. Any changes to the schedule must be made by mutual agreement and will not incur overtime.

- h. In the event an employee has worked 152 hours prior to the end of the averaging period, the employee shall call the Maintenance Manager for either authorization to work the overtime or for approval to schedule the rest of the averaging period off. At the end of the averaging period, employees will receive an account of the overtime hours worked.
- i. If an employee is ill on a SDO or DDO there will be no other day assigned and no charge against the employee's sick leave credits.

11.6

Part-Time Maintenance

- a. Part-time maintenance staff will usually be assigned to work less than 152 hours in a four week period on a regular basis, the number of hours may vary based on seasonal requirements. All hours worked in excess of 152 in the four week period will be paid at one-half times the employee's regular rate of pay.
- b. Part-time employees must get authorization prior to working any overtime hours. Employees will be assigned a minimum number of hours that will be worked in any four week period. These hours are not a guarantee of hours and may be reduced or expanded up to full-time hours, without being considered a lay-off or requiring the posting of the position, based on operational requirements. Part-time employees may be required to work additional hours on short notice upon mutual agreement.
- c. **Management will prepare and post a schedule for the month one week prior to the start of the month.** Employees may submit requests to the Employer in advance if the employee wishes to be scheduled off on specific days. **Such requests will be granted based on operational requirements.** Employees will be scheduled a 60 minute unpaid meal break in each shift which exceeds four hours (**unless mutually agreed to by the Employer and the Employee**) and two 15 minutes paid rest breaks in each eight hour shift. Employees working four hour shifts will receive a 15 minute paid rest break.

11.7

Administration of On-Call/Weekend Scheduling

The following guidelines are for the administration of On-call/weekend Caretaker Scheduling in relation to Articles 11.5, 11.7 and 11.8 of this Agreement.

As a general condition, if a Caretaker is in the on-call rotation either through their voluntary participation or through **assignment**, they will not be required to participate in the week-end rotation. All Caretakers who work on average more than 32 hours per week, who have successfully passed probation and who meet the

qualifications and performance standards will be eligible for on-call participation.

Each November, the Employer will establish the on-call rotation for the upcoming year. If there are less than the established number of volunteers, assignment of on-call will be mandated in reverse seniority to all Caretakers who meet the eligibility requirements.

The Employer will endeavor to lengthen the rotational period. The Employer will establish the required number of volunteers, each January (minimum 12), to maximize the length of the rotational period. **Employees who will pass probation during the upcoming year may be placed on the on-call rotation list following the date that initial probation will be passed.**

Existing employees who move into the position of Caretaker through either promotion or demotion will go to the bottom of the rotation list for the purposes of determining the minimum 12 employees who will participate in the on-call rotation. Employees will retain their seniority but will still be expected to participate in the mandatory on-call rotation.

Once the on-call rotation is established, the remaining eligible caretakers not included in the rotation will be placed on a Sub list. The Sub list will be used to backfill vacancies if an employee needs to be removed from the rotation due to performance or disability.

Caretakers who meet on-call eligibility during the year will be placed on the bottom of the Sub list.

As the Caretakers on the Sub list are not regularly scheduled in the annual on-call rotation, they will be subject to the week-end scheduling provisions. If a Caretaker wants to opt off the on-call rotation during the year, they may do so if they find a viable replacement from the Sub list who meets qualification and eligibility requirements.

These Caretakers who opt off will be moved onto the Sub list (swap places with the Subbed in Caretaker). **All changes to the on-call rotation must be approved by management before the swap can occur.**

11.8

On-Call Supervisors

- a. The Employer may assign an employee, on a rotational basis, to work as an on call supervisor based on operational needs and subject to seniority, provided the employee has the qualifications, experience, knowledge and ability to perform the work. Employees will be assigned responsibilities for accepting and

assessing calls within the Regina Housing Authority and delegating the work to caretakers, contractors, and emergency personnel or to provide the service directly. On-call supervisors must be available by phone at all times and must be prepared to respond to a call within 15 minutes.

- b. In the event an on-call supervisor receives a call requiring the performance of work, the employee **may** first assign the work to an on-site caretaker on stand by in their building. Except where an on site caretaker is assigned, the on-call supervisor is entitled to perform the work or may assign the work to the on call caretaker. In the event the on-call supervisor does perform the work, the on call supervisor will record the actual hours worked on a separate time sheet to be paid at a rate of one and one-half times the supervisor rate of pay. Actual hours worked between the hours of midnight and 6:00 a.m. and on designated holidays will be paid at the rate of double time the supervisor’s rate of pay. Employees will be paid at the same step of the supervisor grid as the employee is paid on the caretaker grid. The hours will not be included in the employee’s four-week averaging period. No payment beyond the on-call premium will be paid for receiving and dispatching calls.
- c. Each **November**, employees 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. During the year, the Employer may remove an employee from the list where the employee fails to meet the required standards, or where the employee requests to be removed.
- d. On-call supervisors will be paid an on-call premium as follows

12:00 pm to 1:00 pm	Monday to Friday	\$2.23
5:00 pm to 10:00 pm	Monday to Friday	
8:00 am to 10:00 pm	Saturday, Sunday or Designated Holidays	\$2.55
10:00 pm to 8:00 am	Monday to Sunday	\$2.86

11.9

On Call Caretakers

- a. The Employer may assign an employee, on a rotational basis, to work as on call caretakers based on operational needs and subject to seniority, provided the employee has the qualifications, experience, knowledge and ability to perform the work. The on call supervisor will assign the on call caretaker to provide service as required. On-call caretakers must be available by phone at all times and must be prepared to respond to a call within 15 minutes.

- b. In the event the on-call caretaker does perform work, the on call caretaker will record the actual hours worked on a separate time sheet. The on call caretaker will be paid at a rate of one and one-half times the supervisor rate of pay. Actual hours worked between the hours of midnight and 6:00 a.m. and on designated holidays will be paid at the rate of double time the supervisor's rate of pay. Employees will be paid at the same step of the supervisor grid as the employee is paid on the caretaker grid. The hours will not be added to the employee's four week averaging period.
- c. Each **November**, employees 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. During the year, the Employer may remove an employee from the list where the employee fails to meet the required standards, or where the employee requests to be removed.
- d. On-call caretakers will be paid an on-call premium as follows:

12:00 pm to 1:00 pm	Monday to Friday	\$1.60
5:00 pm to 10:00 pm	Monday to Friday	
8:00 am to 10:00 pm	Saturday, Sunday or Designated Holidays	\$1.91
10:00 pm to 8:00 am	Monday to Sunday	\$2.23

11.10

Standby – (On site caretakers)

- a. On site caretakers will schedule themselves on stand by a reasonable number of evenings and weekends with approval of the Employer, **based on operational needs**. The Employer will include stand-by in the schedule. The employee must be available by phone to respond to a call within 15 minutes. On site caretakers called out to perform work will include the actual hours worked on the time sheet to be included in the averaging period.
- b. Employees will be compensated based on the following:

5:00pm to 10:00pm	Monday to Friday	\$2.10
8:00am to 10:00pm	Saturday, Sunday, and Designated Holidays	\$2.40

- c. On site caretakers are expected to provide service that is normally provided or is assigned by the on-call supervisor or Manager.

- d. On-site caretakers are themselves tenants which may result in the performance of functions outside of the normal work requirements for which the employee will not record the time for these services on the time sheet.

11.11

Casual/Seasonal Employees

Casual/Seasonal Employees will work hours as required by the Employer. Employees will be scheduled one week in advance where possible; however, casual employees may be required to report to work on short notice.

- a. Casual Maintenance employees will usually work less than 152 hours in a four week period. All hours in excess of 152 in the four week period will be paid at one and one-half times the employee's regular rate of pay. The Employer shall manage the four week period in such a manner as to eliminate or minimize as much as possible any overtime. Therefore the employee will be expected to reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not great than 152 hours. Employees must get authorization prior to working any overtime hours. For seniority purposes, hours towards seniority will be capped at 32 hours per week.
- b. Casual Office and Tenant Relations employees will usually work less than 137.75 hours in a four week period. All hours in excess of 137.75 hours in the four week period will be paid at one and one-half times the employee's regular rate of pay. The Employer shall manage the four week period in such a manner as to eliminate or minimize as much as possible any overtime. Therefore the employee will be expected to reduce the number of hours in a day or days in a week where possible to ensure the averaging period is not greater than 137.75 hours. Employees must get authorization prior to working any overtime hours.
- c. Seasonal employees will not work more than 40 hours in any week.
- d. **At the conclusion of a term appointment an employee will lose seniority and will 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 for another term, the employee may recover the seniority and sick leave accrued since they last commenced employment with the Employer.**

Seasonal/Cleaner (term) 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/Cleaner (term) employees who have successfully completed a probationary period will be given first consideration for all seasonal/cleaner (term) 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 Art. 7.1. Seasonal/Cleaner (term) employees shall earn sick leave credits in accordance with Art. 15.2.**
- d) **Be assigned hours of work based on operational requirements.**
- e) **Receive an increment in accordance with Article 12.5. The employee may carry days worked from one term to another in order to earn an increment.**

11.12 Emergency Call Back by Employer

Employees not assigned stand-by or on-call who are required to work shall be called on the basis of seniority subject to proximity, urgency and availability. Employees will be paid at one and one half times the hours actually worked or three hours whichever is greater. Employees have the right to refuse.

11.13 Unused DDOs

- a) **Where any employee is unable to take the allotted DDOs or where the Employer is unable to schedule the DDOs, the employee will be paid for the DDO's at overtime rates. Where the employee has worked less than the normal full time annual hours, DDO's shall be pro-rated.**

Where an employee resigns, retires, or is terminated and said employee has taken DDO's not yet earned, the Employer is entitled to deduct the amount of money owed from the employees final pay cheque on the basis one DDO per 3 calendar months.

Job Sharing

Job Sharing is a work arrangement in which two employees voluntarily share one full-time equivalent position.

Guidelines

1. Human Resources
 - a. Written application must be made to the Human Resources **Manager** by a full-time staff member wishing to become involved in the job sharing arrangement.
 - b. The Human Resources **Manager** along with the Department Manager has the right to determine whether a job is appropriate for job sharing. In accordance with Guideline #2 below.
 - c. The vacant portion of the job share will be posted in accordance with Article 8 of the Collective Agreement. If a full-time employee is the successful applicant for the vacant portion of the job share, their previous full-time position will be posted and filled per the Collective Agreement.
2. Details of all job shares (ie. Scheduling) are negotiated between the individuals, the Department Manager, and the Union.
3. The status of job sharers is that of a Part-time employee, and thus, the salary, benefits, and applicable provisions in the Collective Agreement are the same as for part-time employees.
4. Each job sharing position is evaluated at the end of three months and every twelve months thereafter specifically to determine:
 - a. Any impact on the quality of customer service,
 - b. Willingness by the employees involved continuing the job sharing arrangement at the end of the twelve months,
 - c. Willingness of the Employer to continue with the job share arrangement,
 - d. If modifications in the arrangements are required.
5. If the Employer determines that the job sharing arrangement is no longer of benefit to the Regina Housing Authority, the job sharing position will be terminated. At least one-month notice will be provided.
6. Should the Employer discontinue a job sharing arrangement or should the original full-time incumbent be terminated from

employment for any reason, the position will automatically revert to full-time status. The original full-time incumbent will be returned to the position if such incumbent has not been terminated. The remaining job share partner will have the right to return to their original position or if no such position existed be placed on the re-employment list, providing probation has been passed, otherwise employee will be terminated.

7. Should the job sharer, not the original full-time incumbent be terminated from employment for any reason, the position will automatically revert to full-time status with the original full-time incumbent reverting back to full-time.
8. When an employee in a job share arrangement is expected to be absent from work for vacation, short term illness/injury, or approved leave of absence, the remaining job sharer is expected to cover the vacant shifts as required by the Employer.
9. Overtime – As per the Collective Agreement.

ARTICLE 12 PAY ADMINISTRATION

12.1 Equal Pay for Equal Work

The Employer agrees to recognize the principle of equal pay for equal work regardless of the gender of the employee.

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 employees shall be paid semi-monthly, on the 15th 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 payday. Employees will receive pay via direct deposit into their banking institution of choice.**
- b. **All Employees shall submit a timesheet in a manner prescribed by the Employer in order to be paid.**

12.5 Increments

- a. A permanent employee's anniversary date shall be the date on which the employee commenced work with the Employer. Employees shall receive annual increments effective each anniversary date, until the maximum is reached as defined by the pay scale in Schedule "A," subject to Art. 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 15th of the anniversary month, the increment will be paid on the 1st of that month. Where an employee is hired after the 15th of the month, the increase will be paid the 1st 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, **they** will be deemed to have earned the increment. An employee may grieve against the withholding of **their** 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 **In-Hiring Rates of Pay**

The Employer may place a newly hired employee at any step of the salary grid of the employee's classification.

12.7 **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. **The employee's increment anniversary date will be adjusted to the first day the employee assumed their new position.**

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.

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 **they** would have earned had **they** not assumed the new position.

By mutual agreement, the employee may revert to a similar position.

12.8

TPHD

- a. **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.**
- b. **In the event the employee is assigned to a higher paid position for three days or more, the employee will be paid at the bottom of the pay scale of the higher classification. No payment will be made for periods of less than three days.**
- c. **Normally, TPHD is to be assigned when a supervisor is absent for three consecutive days and payment will be effective to the first day of the absence. Where TPHD is not assigned, then supervision must be provided by managers listed in Article 2.**
- d. **TPHD assignments normally will not exceed six months; however, upon mutual agreement a TPHD assignment may be extended. In accordance with Art. 15.5, no TPHD assignment will exceed two years and six months.**
- e. **Notwithstanding Art. 12.8D, temporary vacancies of six months or more will be posted in accordance with Art. 8.3. Any subsequent vacancies resulting from the posting of a temporary position shall be filled by appointment.**

ARTICLE 13

REIMBURSEMENTS

Employees who incur pre-approved expenses that the Employer deems belonging to the Regina Housing Authority, or in doing the business of the Employer are eligible for those expenses to be reimbursed.

13.1

Reimbursement Timeline

All reasonable effort will be made to reimburse an employee on the first available pay date following the submission of receipts or other documentation of the expenses. Receipts must be submitted to Human Resources or the Finance Manager within two months of incurring the expense.

13.2

Fireman's Certificate

Caretakers who require fireman's certificates will be reimbursed the cost of the license fee for the certificates.

13.3

Mileage and License Reimbursement

- a. **Where the Employer requires an employee to use a private vehicle in the performance of their work, the Employer agrees to pay mileage in accordance with the rates set by the Public Service Commission.**
- b. **For the term of the agreement the Employer agrees to pay a minimum driver's license fee of \$25.00 for all employees the employer deems as requiring a license as a condition of employment and who work at least 1000 hours per calendar year. Employees are responsible for advising the Employer of any changes in the status of their driver's license immediately.**
- c. **In addition to (a) above, employees who at the request of the Employer haul appliances, lawn mowers, snow blowers, weed eaters, carpet shampooers, furniture, extension ladders and who haul refuse to the City land fill, will be paid an additional \$.10 per km, provided the employee submits satisfactory written documentation.**
- d. **Where an employee has driven in excess of 500 km, exclusive of on call mileage per month, the employee will receive an additional 10% premium on the existing mileage rate for each km over 500 driven in each month provided the employee submits satisfactory written documentation.**
- e. **The employees are covered by the terms and conditions of the Employer's liability insurance coverage.**

13.4

Vehicle Allowance

Employees designated under Article 13.3A who work at least 1000 hours in a calendar year and drive at least 500 kilometres in that calendar year will receive \$225.00 vehicle allowance.

13.5

Tool Reimbursement

The employees in the job classification who, as a condition of their employment, are required by the Regina Housing Authority to provide and maintain their own hand tools will be eligible for a tool replacement or purchase reimbursement on condition that receipts are provided for tools applicable to the position.

The tool reimbursement will be up to a maximum payable per year in the amount of \$225.00 (part-time/casual employees will receive a prorated amount). Employees must successfully complete their probationary period before submitting for reimbursement; in the

first year the amount will be prorated based on the date probation is completed.

Prior approval must be obtained from the Senior Maintenance Manager or designate prior to purchase. Disagreements may be presented to the General Manager for a final determination.

As this is a taxable benefit, the reimbursement must be issued in the year it was claimed. Reimbursements for each fiscal year must be submitted to Human Resources or the Finance Manager no later than December 1st of the year they wish to receive the reimbursement. Receipts received after December 1st will be delayed until January and will count towards that fiscal year's eligible reimbursement.

13.6 **Boot allowance for cleaners**

As cleaners are required to wear steel toed footwear in the performance of their duties, the Employer will reimburse eligible purchases of steel toed footwear to a maximum of \$75.00 every two years. Employees must successfully complete their probationary period before submitting for reimbursement.

ARTICLE 14 BENEFITS

For the term of the Agreement, the Employer will provide permanent employees covered by the Agreement with benefit plans, subject to the following:

1. **Pension Plan** - to be administered by Public Employees Pension Plan. Increase of 1% to be matched by the Employer for a rate of 8.60% effective January 1, 2021.
2. **Basic Group Life** - Employer will pay the premium for the first \$25,000 with the balance to be paid by the employee. The employee will pay Optional Group Life.
3. **Dental Insurance** – The Employer will pay 100% of the premiums.
4. **Basic Accidental Death and Dismemberment** - The Employer will pay 100% of the premium per \$10,000 to a maximum of \$50,000 for permanent full-time employees and \$25,000 for permanent part-time employees.
5. **Optional AD&D** - To be paid by the employee.
6. **Vision** – The Employer will pay 100% of the premium for

general care. Any optional enhanced Vision Care premiums will be paid by the Employee.

7. **Extended Health Benefits** – The Employer will pay 100% of the premiums.
8. **Short Term Disability** - Self-insured by the Employer
9. **Long Term Disability** - The Employer will pay 50% of the premium based on the employee's annual salary. The employee will pay any additional premiums.
10. **Employee and Family Assistance Program** - The Employer will coordinate assistance to employees who request such support. The Employer reserves the right to apply a maximum of \$500.00 per person per year.

Eligibility for enrollment in the benefits plans and the termination of benefits shall be in accordance with the rules of each plan.

Employees on Unpaid Leave of Absence, and employees on Workers' Compensation leave (as per Art. 20.6), may continue to be enrolled in the benefit plans by paying the premiums throughout the leave of absence for up to one (1) year, or the employee may elect to withdraw from the plans for the duration of the leave of absence.

ARTICLE 15 VACATION LEAVE AND DESIGNATED HOLIDAYS

15.1 Designated Holidays

Designated holidays shall mean:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Saskatchewan Day
- Labor Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

- Boxing Day
- **Any other legislated by the Federal or Provincial governments as a public holiday**
- **One additional floating day**

The additional floating stat will be chosen by vote from a list of eligible dates selected by the Employer that are deemed to not impact operations.

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

- 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.
- An employee who is assigned to work on a designated holiday will be paid in accordance with the provisions of *The Labour Standards Act*.

15.3 **Vacation Leave**

All full-time and part-time 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.

- The vacation year is based on the calendar year. Each January 1st the employees' earned vacation credits will be credited to the employees to be used by December 31st.
- Employees must successfully complete their initial probationary period before being entitled to take vacation; employees will earn credits during the probationary period from the date of hire.**
- Vacation entitlement shall be as follows:**

Employees with service between:

Shall be entitled to:

6 months and seven (7) years	15 days'vacation,**
Eight (8) and fourteen (14) years	20 days' vacation,
Fifteen (15) and twenty-two (22) years	25 days' vacation,
Twenty-three (23) and more years	30 days' vacation.

****Credits in the first year will be prorated based on date of hire.**

- d. **Employees will be entitled to the additional vacation days as per the chart above starting January 1st of the vacation year following the year in which the required years of service is completed.**
- e. **In the event of unpaid leave, vacation credits will be prorated accordingly based on hours worked**

15.4

Vacation Authorization

- a. Subject to the following scheduling procedure, a rotation process to ensure equality regardless of seniority will be used to grant vacation leave. The rotation system will start in the order of seniority and will stay in place for an entire vacation year. At the end of the vacation year the most senior employee's name will drop to the bottom of the list.
- b. **With the exception of Maintenance employees, employees will submit their requests to take annual vacation to their supervisor no later than May 1st and October 1st. Maintenance employees will submit their requests for approval no later than April 1st and September 1st. Employees who miss their respective deadline will not be able to use their position on the rotational vacation seniority list and will be granted annual vacation leave after employees who submitted a request in the approved time frame. Vacation requests will be responded to within 2 weeks of deadlines.**
- c. Subject to operational demands, the Employer will attempt to grant vacation as requested. Where conflicts occur, the employee whose name is higher on the rotational list will have first choice and the employees' whose names are lower on the list will be expected to adjust their vacation request.
- d. No employee will be required to work during scheduled vacation. However, should an employee agree to work, the vacation period so displaced shall, at the employee's option, either be added to the vacation period or reinstated for use at a later date.
- e. An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon by the employee and the Employer.

15.5

Vacation Carry Over

Employees are expected to take their entire vacation entitlement within the vacation year. However, employees shall be entitled to carry over five (5) vacation days to be used in the next vacation year. In extenuating circumstances the employee may request to carry over an

additional five (5) vacation days to be used in the next vacation year. In the event the Employer was not able to grant an employee their entire vacation entitlement by December 31st, the employee may request to carry over the entire amount of vacation entitlement.

15.6 **Designated Holiday During Vacation Leave**

When any holidays designated in Art. 15.1 falls within an employee's annual vacation, that day shall not be counted as a vacation day.

15.7 **Hospitalization during Vacation**

In the event an employee is hospitalized or entitled to bereavement leave during vacation leave, the Employer will charge the amount of time the employee was hospitalized 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 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 hospitalization and the period of recovery must be provided to the Employer in order for the vacation period to be adjusted.

15.8 **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.

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.

15.9 **Cancelling of Approved Vacation Leave**

Any expenses or losses experienced by an employee arising from the Employer cancelling or interrupting vacation periods shall be paid by the Employer.

15.10 **Vacation Leave Records**

The Employer will post vacation leave records in April and October of each vacation year. Employees are expected to verify the records and to ensure their vacation entitlement is used prior to December 31st. **Any unused vacation amounts over the carry over amount outlined in Article 15.5 as of October 1st may be scheduled by the Employer.**

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

- a. Temporary assignments of less than 6 months (**excluding TPHD**), Seasonal and Casual employees who do not qualify for full-time benefits will receive vacation pay on each pay cheque in accordance with the amount of the vacation entitlement outlined in Article 15.3 and based on the employees' total wages.
- b. Employees on a temporary assignment greater than 6 months and Casual employees who qualify for full-time benefits will receive the option to have their vacation entitlement outlined in Article 15.3 put into the vacation accrual each January.
Amounts earned will be prorated based on hours worked. Casual employees who qualify for full-time benefits may elect to have their vacation paid out on each pay cheque in accordance with the amount of the vacation entitlement outlined in Article 15.3.

15.12 **Vacation Pay on Supplementary Earnings**

An employee shall receive, together with the payment for overtime earnings, vacation pay at the rate specified in Art. 15.3.

ARTICLE 16 SICK LEAVE

16.1 **Definition of Sick Leave**

- a. Employees may request and may be granted sick leave only for periods of time when the employee is sick, ill or disabled as to render the employee incapable of performing any of the 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.

16.2 **Accumulation of Sick Leave**

Employees shall earn sick leave credits **prorated** based on hours **worked** to a maximum of 12 days per year **for full time employees, not to exceed an accumulation** of 85 working days:

Employees must complete their initial probationary period before being entitled to paid sick days. Permanent employees, casual employees, and temporary positions of greater than 6 months will earn sick leave credits from the date of employment, pro-rated based on hours worked.

Temporary positions of less than 6 months will not earn sick leave credits.

16.3

Notification of Illness

- a. Any employee who will be absent due to illness or disability shall notify their immediate supervisor or **their** designate, by speaking to **them** directly as soon as possible, however no later than **their** normal start time. In those instances where the immediate supervisor is not available, the employee will contact the out-of-scope manager by speaking to **them** directly.
- b. The employee will advise the Human Resource **Manager** 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 21 days notice of return to work.
- d. **Employees will be granted sick leave providing the employee possesses sufficient sick leave credits. Employees who do not have sick leave credits may use accrued vacation credits, request approval to move a SDO, or take an unpaid leave of absence.**

16.4

Medical Certificate

The Employer reserves the right to request that an employee provide a medical assessment to be completed on a form prescribed by the Employer or may direct the employee to provide a detailed medical note from a physician or a licensed nurse practitioner substantiating the employees medical leave request. In the event the employee is charged for producing the certificate, the Employer will reimburse the employee providing the Employer requested the assessment and it is on an Employer-prescribed form.

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

16.5

Unpaid Leave for Prolonged Illness

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

- a. Possible modification of the workplace to reduce or eliminate the length of the employee's absence. Should the modification be possible the employee shall be expected to return to work; or
- b. Where an employee is no longer able to perform the functions of **their** job, by reason of illness or disability, the Union and Employer may agree to waive certain provisions of this Agreement to transfer the employee into a more suitable position, **provided the employee has the necessary skills, knowledge, and ability to perform the job.** If this is not possible, the employee will be removed from the position held and placed on a disability list.
- c. Employees who have been absent from work due to illness or injury for a period of two years will have the circumstances of their absence reviewed at the end of the two year period. Such review shall include both a medical review and a review by the Employer and the Union.
- d. If at the time of the review it is determined the employee will be fit to return to work within the next six months, the employee will be granted a leave of absence for the duration, not to exceed six months. The employee will be returned to a similar position at the same salary step. If the employee is not capable of returning after the six month period, the employee's position will be posted and filled permanently and the employee's name will be placed on the disability list.
- e. If at the time of the review it is determined the employee will not be able to return to work in the next six months, the employee's position will be posted permanently and the employee's name will be placed on the disability list.
- f. Employees who are incapable of performing a job within the Regina Housing Authority and whose names are placed on the disability list will maintain their seniority for a period of three years and may apply for positions should the employee become fit to return to work.
- g. **It is expected that Employees participate fully in the return to work and accommodation process. This includes participating fully in any doctor recommended treatments or return to work plans, and remaining in contact with the Employer throughout the duration of the absence.**

16.6 **Sick Leave Records**

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

16.7 **Employer to Provide Information**

Subject to written authorization from the employee, the Employer shall make available, where reasonable, information it may have which would facilitate the application of an employee who is ill, injured, or disabled for any benefit or payment to which the employee is lawfully entitled.

ARTICLE 17 LEAVES OF ABSENCE

17.1 **Benefits Earned While on Leave**

- a. One month or less: vacation leave, sick leave, seniority and increments
- b. More than one month, but not more than three consecutive months: seniority, except for maternity, paternity, adoption and Workers' Compensation leaves of absence
- c. More than three consecutive months: no benefits earned
- d. Employees on the disability list or the re-employment list shall not earn benefits.
- e. On returning to work the employee shall be reinstated to a similar position at the same step in the salary range.

ARTICLE 18 PAID LEAVE OF ABSENCE

18.1 **Bereavement Leave**

Subject to the following, an employee requesting bereavement leave must first contact the Human Resource **Manager** or designate.

- a. After successful completion of the employee's probationary period, the employee **shall be granted one days** paid leave not charged to **their benefits**, to attend the funeral of a member of the employee's immediate family. Upon request an employee may receive up to an additional **five (5) days paid leave** charged to **their sick leave, credits.**

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

and step), grandparents (including in-law and step), grandchildren (step) or legal guardian.

- b. Employees requiring more time off work may request annual vacation leave or in the case of death of a spouse or child an additional five days off to be charged to the employee's sick leave credits.
- c. The Employer may, in its absolute discretion, grant bereavement leave of up to one day, 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 unpaid 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.

18.2

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. The employee may request to use vacation leave or, if mutually agreed between the supervisor and the employee, to make up the time.

18.3

Family Leave

- a. Over and above the entitlement in Art. 16.2, an employee shall be entitled to access their accumulated sick leave credits to be absent from work in the event of:
 - i) the unexpected or sudden illness or injury of the employee's spouse or child (including step and children of whom you are the legal guardian of and you do not receive any payment to care for) and dependent parent (who resides with you and whom you do not receive any payment to care for) which prevents the employee from reporting for duty,

- ii) surgery on the employee's spouse or child (including step and children whom you are the legal guardian of and you do not receive any payment to care for)
 - iii) an emergency situation or family obligation which prevents the employee from reporting for duty.
- b. Accumulated sick leave credits may be accessed by an employee for family leave as defined above to a maximum of five days per year, and may be taken in half or full days. Time required in excess of one day at a time may be authorized by the Employer.
- c. An employee absent from work due to family leave must notify the Employer as soon as reasonably possible of their 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 their absence.

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 Human Resource **Manager** or designate of the nature of the request.

18.4 **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 **their** salary and benefits from the Employer, conditional upon reimbursement of such salary and costs by the Union to the Employer.

18.5 **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.

18.6 **Voting Time**

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

18.7

Victims of Interpersonal or Sexual Violence

An employee, who has been employed more than 13 weeks and has been victimized under this Article shall be entitled to five (5) days paid leave of absence and five (5) days unpaid leave of absence for medical attention, access supports, or to move. The Employer may ask proof of services received.

ARTICLE 19 UNPAID LEAVES

19.1 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. An employee who provides at least thirty (30) days notice shall be entitled to return early from leave of absence to **their** classification.

19.2 Maternity Leave

- a. An employee who has completed **13** 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 **they are** pregnant and specifying the estimated date of birth shall be granted maternity leave **of 17 weeks, with combined maternity/parental leave not to exceed 18 months.**
- b. The Employer shall not dismiss, lay-off, suspend or otherwise discriminate against an employee solely because **they are** 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, **they** shall be allowed to return to **their** former position from the date specified by **their** physician.
- d. An employee on maternity leave will accumulate seniority, sick leave credits, vacation credits, and be credited with the time toward an increment.

- e. An employee may access **their** sick leave credits for the period ascertained by **their** physician to be the health-related portion relating to pregnancy **either before or after maternity/parental leave.**
- f. 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 **their** displacement request to the Employer. The employee will assume **their** new position upon **their** return to work.
- g. Prior to returning to work the employee must give at least 21 **calendar** days notice of **their** intention to return to employment.
- h. **The Employer will top up the salary of employees who give birth to or adopt a child. Depending on the length of maternity/parental leave chosen, the Employer will top up the Employee's EI payments for a 17-week period to a maximum of:**
 - 68% (net pay) for an 18-month leave
 - 90% (net pay) for a 12-month leave

This benefit is contingent on the employee qualifying and receiving EI benefits for this period. Employees who do not return to work for a period equal to the number of weeks paid will be required to reimburse the Employer the amount of top up received.

19.3

Parental Leave

An employee who has completed **13** weeks of service with the Employer may request, at least three months in advance of the leave, unpaid parental leave **of up to 55 weeks**. Prior to returning to work the employee must give at least 21 **calendar** days' notice of **their** intention to return to employment.

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

19.4 **Adoption/Paternity Leave**

An employee who has completed **13** 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 **shall be granted adoption leave of 19 weeks, with a combined adoption/parental leave not to exceed 18 months**. Prior to returning to work the employee must give at least 21 days' notice of **their** intention to return to employment.

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

19.5 **Education Leave**

Subject to the demands of the workplace, leave of absence without pay may be granted by the Employer, to a permanent employee for education leave for a period of four months. Requests for periods beyond four months shall be at the discretion of the Employer.

Requests must be submitted to the Employer in writing and must 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 Art. 17.1 (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.

19.6 **Compassionate Care Family Leave (EI)**

- a. An employee who has completed **13** 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 **28 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 **their** 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.

ARTICLE 20 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 Occupational Health and Safety Act and Regulations*.

A joint Employer/employee Occupational Health and Safety Committee shall be established in accordance with *The Act*. For the purposes of this agreement, the Worker Representative as indicated in the *Act*, will be hereby defined as an in-scope employee. The Committee shall consist of four members: two appointed by the Employer, and two appointed by the Union.

ARTICLE 21 WORKERS' COMPENSATION

- 21.1 When an employee is injured in the performance of work-related duties, or incurs an industrial illness and the injury or illness is compensable under the provisions of The Workers' Compensation Act, **the employee will be compensated by the Employer for the duration of the absence. The Employer will receive reimbursement from the Workers' Compensation Board.**
- 21.2 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.
- 21.3 The provisions of Art. 15.5 will apply to employees who are absent on Workers' Compensation for an extended period of time.
- 21.4 From and including the date of injury, until not more than two years, the employee will accrue seniority, however the employee will not earn vacation or sick leave credits.
- 21.5 An employee receiving Workers' Compensation benefits will be expected to use any accumulated vacation credits by December 31st of the year the injury occurred, unless the employee and the Employer mutually agree otherwise.

21.6 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.

ARTICLE 22 CLASSIFICATION PLAN

22.1 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."

22.2 Manual of Class Specification

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.

22.3 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.

22.4

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 8, 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. 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.

22.5

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 their job duties to have changed substantively so as to warrant placing the employee in a new classification, the employee may request a review of **their** classification and adjustment to **their** rate of pay.
- b. The employee must submit the request in writing to **their manager** 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 Art.6.6.

When a position is reclassified in (c), (d), or (e) above, the Employer will post the position in accordance with Art. 8.3.

22.6

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 **their** 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 23 TECHNOLOGICAL CHANGE

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

ARTICLE 24 TERMS OF AGREEMENT

24.1 Duration

This Agreement will become effective on January 1, **2018** 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 terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than **60** days and not more than **120** days prior to the expiry date of this Agreement.

24.2 Agreement to Continue in Force

Where written notice has been given pursuant to Art. 24.1, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

24.3 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. **These approved changes will form part of the Agreement and as such will be subject to the grievance and arbitration procedure.**

24.4 Production of Agreement

The Union will assume responsibility for production of this Agreement.

APPENDIX "A"

**January 1, 2018 - Based on an Unpaid SDO/DDO
(1% Increase)**

	STEPS (Hourly Rate)					
	1	2	3	4	5	6
MAINTENANCE						
CLEANER/SEASONAL	\$13.51	\$14.18	\$14.88			
CARETAKER ASSISTANT	\$15.48	\$15.81	\$16.19			
CARETAKER	\$19.18	\$19.83	\$20.50	\$21.19		
MAINTENANCE SUPERVISOR	\$22.81	\$23.57	\$24.11	\$24.65		
PURCHASING & INVENTORY CLERK	\$22.71	\$23.41	\$24.15	\$24.88		
DISPATCH	\$19.18	\$19.83	\$20.50	\$21.19		
TENANT RELATIONS						
PROGRAM COORDINATOR	\$20.42	\$21.37	\$22.35	\$23.39	\$24.47	\$25.60
TENANT RELATIONS OFFICER	\$27.00	\$27.89	\$28.81	\$29.81	\$30.84	\$31.92
ADMINISTRATION						
ACCOUNTING CLERK	\$22.71	\$23.41	\$24.15	\$24.88		
CUSTOMER SUPPORT ASSISTANT	\$19.18	\$19.83	\$20.50	\$21.19		

APPENDIX "B"

**January 1, 2019 - Based on an Unpaid SDO/DDO
(1.3% Increase)**

	STEPS (Hourly Rate)					
	1	2	3	4	5	6
MAINTENANCE						
CLEANER/SEASONAL	\$13.69	\$14.36	\$15.07			
CARETAKER ASSISTANT	\$15.68	\$16.01	\$16.40			
CARETAKER	\$19.43	\$20.08	\$20.77	\$21.47		
MAINTENANCE SUPERVISOR	\$23.10	\$23.88	\$24.42	\$24.97		
PURCHASING & INVENTORY CLERK	\$23.01	\$23.72	\$24.46	\$25.20		
DISPATCH	\$19.43	\$20.08	\$20.77	\$21.47		
TENANT RELATIONS						
PROGRAM COORDINATOR	\$20.69	\$21.65	\$22.64	\$23.70	\$24.79	\$25.94
TENANT RELATIONS OFFICER	\$27.35	\$28.25	\$29.18	\$30.19	\$31.24	\$32.33
ADMINISTRATION						
ACCOUNTING CLERK	\$23.01	\$23.72	\$24.46	\$25.20		
CUSTOMER SUPPORT ASSISTANT	\$19.43	\$20.08	\$20.77	\$21.47		

APPENDIX "C"

**January 1, 2020 - Based on an Unpaid SDO/DDO
(2% Increase)**

	STEPS (Hourly Rate)					
	1	2	3	4	5	6
MAINTENANCE						
CLEANER/SEASONAL	\$13.96	\$14.65	\$15.37			
CARETAKER ASSISTANT	\$16.00	\$16.33	\$16.73			
CARETAKER	\$19.82	\$20.49	\$21.18	\$21.89		
MAINTENANCE SUPERVISOR	\$23.56	\$24.36	\$24.91	\$25.47		
PURCHASING & INVENTORY CLERK	\$23.47	\$24.19	\$24.95	\$25.70		
DISPATCH	\$19.82	\$20.49	\$21.18	\$21.89		
TENANT RELATIONS						
PROGRAM COORDINATOR	\$21.10	\$22.08	\$23.09	\$24.17	\$25.29	\$26.46
TENANT RELATIONS OFFICER	\$27.90	\$28.81	\$29.76	\$30.80	\$31.86	\$32.98
ADMINISTRATION						
ACCOUNTING CLERK	\$23.47	\$24.19	\$24.95	\$25.70		
CUSTOMER SUPPORT ASSISTANT	\$19.82	\$20.49	\$21.18	\$21.89		

APPENDIX "D"

**January 1, 2021 - Based on an Unpaid SDO/DDO
(2% Increase)**

	STEPS (Hourly Rate)					
	1	2	3	4	5	6
MAINTENANCE						
CLEANER/SEASONAL	\$16.56	\$17.07	\$17.58	\$18.10		
CARETAKER ASSISTANT	\$18.48	\$19.05	\$19.62	\$20.19		
CARETAKER	\$20.43	\$21.06	\$21.69	\$22.32		
MAINTENANCE SUPERVISOR	\$26.90	\$27.73	\$28.56	\$29.39		
PURCHASING & INVENTORY CLERK	\$23.94	\$24.68	\$25.42	\$26.16		
DISPATCH	\$20.43	\$21.06	\$21.69	\$22.32		
TENANT RELATIONS						
PROGRAM COORDINATOR	\$24.69	\$25.45	\$26.22	\$26.98		
TENANT RELATIONS OFFICER	\$30.79	\$31.74	\$32.69	\$33.65		
ADMINISTRATION						
ACCOUNTING CLERK	\$23.94	\$24.68	\$25.42	\$26.16		
CUSTOMER SUPPORT ASSISTANT	\$20.43	\$21.06	\$21.69	\$22.32		

APPENDIX “E”

**January 1, 2022 - Based on an Unpaid SDO/DDO
(No Increase)**

	STEPS (Hourly Rate)					
	1	2	3	4	5	6
MAINTENANCE						
CLEANER/SEASONAL	\$16.56	\$17.07	\$17.58	\$18.10		
CARETAKER ASSISTANT	\$18.48	\$19.05	\$19.62	\$20.19		
CARETAKER	\$20.43	\$21.06	\$21.69	\$22.32		
MAINTENANCE SUPERVISOR	\$26.90	\$27.73	\$28.56	\$29.39		
PURCHASING & INVENTORY CLERK	\$23.94	\$24.68	\$25.42	\$26.16		
DISPATCH	\$20.43	\$21.06	\$21.69	\$22.32		
TENANT RELATIONS						
PROGRAM COORDINATOR	\$24.69	\$25.45	\$26.22	\$26.98		
TENANT RELATIONS OFFICER	\$30.79	\$31.74	\$32.69	\$33.65		
ADMINISTRATION						
ACCOUNTING CLERK	\$23.94	\$24.68	\$25.42	\$26.16		
CUSTOMER SUPPORT ASSISTANT	\$20.43	\$21.06	\$21.69	\$22.32		

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and REGINA 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 1st day of April, 2021.

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

Signed on behalf of:
Regina Housing Authority

Original Signed By

Robin Hoffman
Bargaining Unit Chair

Original Signed By

Susanne Bell
General Manager

Original Signed By

Mila Ronquillo
Union Committee Member

Original Signed By

Faith Myers
Senior Manager, Housing
Programs and Community
Relations

Original Signed By

Cheri Sosa
Union Committee Member

Original Signed By

Rayne Kuruliak
Manager, Human Resources

Original Signed By

Joe Pylatuk
Labour Relations Officer