# Thomas' Circle of Care Inc.

September 16, 2022 to July 1, 2026



# ARTICLES OF A

# **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN**

THOMAS' CIRCLE OF CARE, INC.

#### **AND THE**

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 5520

**September 16, 2022– July 1, 2026** 

# **TABLE OF CONTENTS**

ARTICL	.E 1	PURPOSE	6		
ARTICL	E 2	INTERPRETATION	6		
ARTICL	E 3	SCOPE	6		
ARTICL	E 4	MANAGEMENT RIGHTS	7		
ARTICL	.E 5	UNION SECURITY	8		
5.1	Recog	gnition	8		
5.2	Union	Membership	8		
5.3	Union	Dues	8		
5.4	Incom	ne Tax (T 4) Slips	9		
5.5	New E	Employees	9		
5.6	Bullet	in Boards	9		
ARTICL	E 6	SENIORITY	9		
6.1	Defini	ition	9		
6.2	Senio	rity Lists	9		
6.3	Loss	of Seniority	9		
ARTICL	E 7	STAFFING	10		
7.1	Job C	ompetitions	10		
7.2	Prom	otions or Appointments	10		
7.3	Proba	itionary Periods	11		
7.4	Proba	tionary Period on Transfer or Promotion	11		
ARTICL	E 8	HOURS OF WORK	11		
ARTICL	E 9	OVERTIME	11		
9.2	Comp	ensation for Overtime	11		
9.3	Volun	tary Overtime	11		
ARTICL	E 10	DESIGNATED HOLIDAYS	12		
ARTICL	E 11	VACATIONS	12		
11.1	Vacat	ion Year	12		
11.2	Vacation Credits				
11.3	B Unbroken Vacation				
11.4	Vacation Schedule				

11.5	Vacation Pay Termination	13
ARTICL	E 12 SICK LEAVE	13
12.1	Annual Sick	13
12.2	Sick Leave Records	13
ARTICL	E 13 PERSONAL LEAVES OF ABSENCE	14
13.1	Leaves of Absence	14
13.2	Paid Time Off	14
13.3	General Leave of Absence	14
13.4	Union Position	15
13.5	Union Business	15
13.6	Seniority Status During Leave	15
ARTICL	E 14 PAY ADMINISTRATION	16
14.1	Hiring Rates	16
14.2	Statement of Earnings	16
ARTICL	E 15 TRAINING	16
15.1	Training	16
ARTICL	E 16 EMPLOYEE BENEFITS	16
16.1	RRSP	16
16.2	Extended Health Coverage	16
ARTICL	E 17 TRAVEL AND ALLOWANCES	17
17.1	Use of Employee Vehicle	17
ARTICL	E 18 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	17
18.1	Occupational Health Committee	17
18.2	Committee Minutes	17
18.3	Right to Refuse	18
18.4	Occupational Health Committee Training	18
ARTICL	E 19 HARASSMENT	18
19.1	Anti-Harassment Policy Statement	18
ARTICL	E 20 LAYOFFS AND RECALLS	18
20.1	Notice of Lay Off	18
20.2	Role of Seniority in Layoffs	19
20.3	Recall Procedure	19
20 4	Notice of Recall	10

ARTICL	LE 21 DISCIPLINE, SUSPENSION, DISMISSAL	20		
21.1	Just Cause20			
21.2	Right to Have a Steward	20		
21.3	Constructive Counselling and Coaching	20		
21.4	Principles of Progressive Discipline	20		
ARTICL	LE 22 GRIEVANCE PROCEDURE	21		
22.1	Informal Resolution	21		
22.2	Grievance Procedure	21		
22.3	Expenses of the Arbitrator	22		
22.4	Extension of Time Limits	22		
ARTICL	LE 23 DURATION	23		
23.1	Duration	23		
23.2	Changes to Agreement	23		
23.3	Wage Re-opener	23		
APPENDIX A – Wages2				
SIGNING PAGE				
Where to Go for Information or Help26				

#### FIRST COLLECTIVE AGREEMENT

#### ARTICLE 1 PURPOSE

1.1 The general purpose of this agreement is to provide a safe, consistent, and caring environment for children in the Employer's care; to establish and maintain collective bargaining relations between the Employer and its employees; to ensure an efficient and productive workplace; to provide orderly, prompt and equitable disposition of grievances and for the maintenance of wages and working conditions.

#### **ARTICLE 2 INTERPRETATION**

- 2.1 The Union means the Saskatchewan Government and General Employees' Union representing the Employees of Thomas' Circle of Care Inc.
- **2.2** The Employer means the Thomas' Circle of Care Inc.
- 2.3 The Employee means a person to which the terms of this Agreement apply as indicated in Article 5.
- **2.4** The Executive Director means the Executive Director of the Employer.
- 2.5 Permanent Employee means an employee who has successfully completed a probationary period.
- 2.6 Full-Time Employee means an employee who has been permanently appointed to a full-time position.
- **2.7** Part-Time Employee means an employee who works less than full-time hours.
- **2.8** Fiscal Year is defined as April 1 to March 31.

### **ARTICLE 3 SCOPE**

- The terms of this Agreement shall apply to all employees of the Employer excluding the following:
  - Accountant
  - Crisis Prevention & Intervention Coordinators
  - Cultural Resource Coordinator
  - Director of Child Care Services
  - Director of Finance
  - Director of Human Resources
  - Executive Assistants
  - Executive Director

- House Leaders, Child Care Services, Family Support Unit
- House Leaders, Child Care Services, Child Support Unit
- Human Resources Assistant
- Human Resources Team Lead
- Managers, Child Care Services Unit, Child Support Unit
- Managers, Child Care Services Unit, Family Support Unit
- Manager of Information Technology
- Maintenance Manager

#### ARTICLE 4 MANAGEMENT RIGHTS

4.1 The Employer has the exclusive right and function to manage and direct the workforce, including the right to plan, direct and control operations; to maintain the discipline and efficiency of the employees and to require employees to observe Employer policies and procedures, and legislation; to hire, layoff or relieve employees from duties; to suspend, demote, transfer, promote, discipline and discharge employees.

The exercise of management rights shall include but are not limited to:

- i) The right to assign, increase and/or decrease the working forces because of lack of work or for other legitimate reasons, promote, transfer both temporarily and permanently and make temporary and permanent layoffs.
- ii) The determination of the number and location of homes and facilities, schedules, staff including hours of work, start, stop, break times and requirement and assignment of overtime.
- iii) The making and enforcement of rules of conduct, regulations and policies and procedures, working conditions, job descriptions, general conduct of employees, and to suspend or discharge or otherwise discipline employees.
- iv) Introducing new and improved programs or facilities.

The management rights set out throughout Article 2 shall not exclude other functions not specifically listed. The Employer retains all rights not otherwise specifically covered in this Agreement.

#### ARTICLE 5 UNION SECURITY

#### 5.1 Recognition

- (a) The Employer recognizes the Saskatchewan Government and General Employees' Union as the exclusive Collective Bargaining Agent for all its employees except as excluded in Article 3.1.
- (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 shall notify the Executive Director or designate of the names of its elected officers and the assigned Labour Relations Officer and any updates that may occur.
- (c) No individual employee shall be permitted or required to make a written or verbal agreement with the Employer or Employer representative which may conflict with the terms of the Agreement.

#### 5.2 Union Membership

- (a) Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment.
- (b) Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee's employment.
- (c) The Employer and the Union further agree that summer students, practicum students, work placement students, or other employment assistance grants will not be required to obtain membership in the Union.

#### 5.3 Union Dues

(a) The employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, and assessments. The Employer shall remit the deductions to the Union at the conclusion of each pay period.

- (b) The Employer shall inform the Union of any new hires, resignations, or retirements which occurred quarterly. The notification shall state the date in which the change occurred.
- (c) The employer shall provide the information electronically.

#### 5.4 Income Tax (T4) Slips

(a) The Employer shall include on the Income Tax (T4) the amount of union dues paid by each Union member.

#### 5.5 New Employees

(a) The employer shall inform new employees of the fact that a Collective Agreement is in effect, the conditions of employment including those set out in the Article dealing with Union Security and Union Dues and completion of the Union Membership Registration Form.

#### 5.6 Bulletin Boards

(a) The Employer shall make available to the Union a bulletin board in locations that have an administration office. The Union is entitled to post notices and information which are of interest to the employees.

#### **ARTICLE 6 SENIORITY**

#### 6.1 Definition

(a) The seniority for employees is based on actual hours worked with the employer excluding overtime. An employee must work the equivalence of the probationary period of the position before accumulating seniority.

#### 6.2 Seniority Lists

(a) The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer. The lists shall be updated and sent to the Union by the end April each year.

# 6.3 Loss of Seniority

- (a) Seniority shall be broken for the following reasons:
  - i) Dismissal for cause.

- ii) Resignation.
- iii) Retirement.
- iv) Failure to report to work for three (3) consecutive scheduled shifts without prior authorization from the Employer permitting an absence for those shifts.
- v) Failure to return to work immediately following 7 calendar days after being sent notification by registered mail by the Employer to return to work following a lay-off.
- vi) Continuously laid off in excess of twelve (12) months.

#### ARTICLE 7 STAFFING

#### 7.1 Job Competitions

- (a) The Employer shall send a notice of full-time job competitions to all employees allowing a minimum of 7 days for applications to be submitted. The notice will also be posted on the Union bulletin board and sent out via email or virtual platform.
- (b) Job competitions may be less than 7 days upon special circumstances and with union's approval.
- (c) Jobs may be externally posted simultaneously with bargaining unit employees having priority.

# 7.2 Promotions or Appointments

- (a) The Employer shall fill any vacancy based on best interest of the child, provided the candidate has the qualifications (including experience, knowledge and ability) and satisfactory performance. Where the Employer determines that the best interest of the child is not applicable, the vacancy will be filled based on seniority, qualifications (including experience, knowledge and ability), and satisfactory performance.
- (b) Within 5 days of filling the vacancy, the Union may request that reasons related to the application of the best interests of the child be provided and the Employer shall provide the same within 5 days.

#### 7.3 Probationary Periods

- (a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of 6 months from the date of appointment.
- (b) Part-Time Employees shall serve a probationary period of 960 hours.
- (c) The employee shall be informed in writing of their successful completion of the probation.

#### 7.4 Probationary Period on Transfer or Promotion

- (a) Employees transferring or promoting shall serve an additional probation period of 3 months in their new position. Waving of probation shall be mutually agreed to by the Employer and the Union.
- (b) For the purposes of this article, movement from part-time to full-time status is considered a transfer when an employee has worked less than 60% of full-time hours in the previous 12 months.

#### ARTICLE 8 HOURS OF WORK

- (a) The Employer operates 24 hours per day, 7 days per week with office hours from 8:30 am to 4:30 pm on Monday to Friday. If the Employer intends to change their hours of operation, it agrees to notify the Union.
- (b) For the purposes of scheduling hours of work, the parties agree that the workweek begins on Wednesday.

#### **ARTICLE 9 OVERTIME**

### 9.2 Compensation for Overtime

(a) Overtime worked shall be paid at the rate of 1 and ½ time their regular wage.

# 9.3 Voluntary Overtime

(a) No employee shall be required to work overtime against their wishes when the work can be done by other employees except in emergency situations.

(b) No employee shall work overtime unless approved by out-of-scope management personnel in writing, except in emergency situations. The approval should be requested at the earliest possible opportunity.

# **ARTICLE 10 DESIGNATED HOLIDAYS**

(a) For this Agreement, designated holidays shall mean

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

# **ARTICLE 11 VACATIONS**

#### 11.1 Vacation Year

(a) Vacation year means the 12-month period April 1 to March 31.

#### 11.2 Vacation Credits

- (a) April 1 each year the employees shall be credited with their annual allotment of vacation credits with no carryover. Vacation credits will be prorated based on start date of the employee. Management reserves the right to schedule vacation in accordance with *The Saskatchewan Employment Act*.
- (b) Employees shall be entitled to take:
  - i) annual vacation of 3 weeks during the 1st year of employment with the Employer; and
  - ii) annual vacation of 4 weeks after the completion of 10 years of employment with the Employer.
- (c) For the purposes of this Article a year of employment shall be 12 calendar months from the employee's original date of commencement.

#### 11.3 Unbroken Vacation

(a) Employee are entitled to receive vacation in an unbroken period, (but the allotment used can be no less than 1 day at a time), unless otherwise requested by the Employee.

#### 11.4 Vacation Schedule

(a) Employee requests for vacation must be submitted in writing to the Employer at least two (2) weeks in advance of the requested date of vacation. As far as it is practical, the Employer agrees to schedule employees for vacations at a period of time when they request time off provided it does not affect the efficient operations of the business.

Where a conflict occurs regarding scheduling of vacations, seniority shall apply in the first instance, and by rotation thereafter.

If the vacation request is denied, the Employer shall state in writing the reasons.

#### 11.5 Vacation Pay Termination

- (a) An Employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of salary in lieu of the earned vacation.
- (b) Should an employee voluntarily leave the Employer during the vacation year and have used more vacation to which they would have been entitled, the Employee is responsible to repay the Employer for the extra time.

# **ARTICLE 12 SICK LEAVE**

#### 12.1 Annual Sick

(a) Permanent Full-Time Employees in active employment shall earn sick leave credits at a rate of 1.54 hours per pay period (bi-weekly) each fiscal year beginning April 1st. Sick leave credits will be accrued at the end of each pay period and are available to be used upon accrual. Sick leave credits do not have monetary value and unused sick leave credits shall not be carried over into the next fiscal year.

#### 12.2 Sick Leave Records

(a) An employee's accumulated sick leave credits shall record on an electronic payroll system accessible by employees.

#### ARTICLE 13 PERSONAL LEAVES OF ABSENCE

#### 13.1 Leaves of Absence

- (a) Leaves will be provided as stated in *The Saskatchewan Employment*Act during the term of this Collective Agreement which include:
  - i) Maternity/Adoption/Parental Leave;
  - ii) Organ Donation Leave;
  - iii) Reserve Force Service Leave;
  - iv) Nomination, candidate and public office leave;
  - v) Bereavement and compassionate care leave;
  - vi) Critically ill child care leave;
  - vii) Crime-related child death or disappearance leave;
  - viii) Citizenship ceremony leave; and
  - ix) Interpersonal Violence leave.

#### 13.2 Paid Time Off

- (a) Full-Time Employees shall be granted 1 day of paid time off per fiscal year with no carry over (the allotment used can be no less than 1 day at a time). This leave may be used at the employee's discretion when the employee feels unable to report to work or has other matters to attend to such as sickness of an immediate family member, home emergencies, childcare predicaments or medical appointments for immediate family members that do not qualify for a paid leave under *The Saskatchewan Employment Act*.
- (b) Employees must continue to follow the Employer's call-in protocols. To utilize Paid Time Off, an employee must notify their out-of-scope supervisor no later than 5 hours prior to their shift that Paid Time Off is being utilized but the leave will not be unreasonably withheld by the Employer.
- (c) Paid Time Off has no monetary value meaning, without limitation, that Paid Time Off will not be paid out at the end of each fiscal year or upon termination of an Employee's employment for any reason.

#### 13.3 General Leave of Absence

(a) Unpaid leave of absence for up to 1 year may be granted for personal reasons to employees upon request and subject to approval of the Employer in its sole discretion

#### 13.4 Union Position

(a) An Employee who is elected or selected for a full-time position with the Union shall be granted an unpaid leave of absence without loss of seniority for a period of up to one year. The leave may be renewed each year during the term of office.

#### 13.5 Union Business

- (a) The Union and the Employer agree as follows:
  - i) that a maximum of two employees elected as Stewards shall be granted leave of absence to attend decision making Conventions and conferences of the Union to which they are delegates, provided it does not unreasonably interfere with the operation of the Employer.
  - ii) that a maximum of two employees elected as Stewards shall be granted leave of absence with pay to attend the Union's education courses, provided it does not unreasonably interfere with the operation of the Employer.
  - iii) that a maximum of four employees shall be granted leave of absence with pay to attend collective bargaining sessions with the Employer, provided it does not unreasonably interfere with the operation of the Employer.
- (b) In order to access a leave of absence outline in this provision, the Employee shall submit a written request for leave of absence at least two (2) weeks' prior to the event listed above.
- (c) The Union shall reimburse the Employer for all wages and benefits that the employee(s) are paid when on leave of absence pursuant to this provision.

# 13.6 Seniority Status During Leave

(a) Employees do not accumulate seniority while on a personal leave of absence. An Employee on a personal leave of absence will not lose the seniority hours that the Employee had earned prior to the date that their personal leave of absence began.

#### **ARTICLE 14 PAY ADMINISTRATION**

# 14.1 Hiring Rates

(a) The Employer may move an Employee up on the wage scale according to previous comparable experience in the industry. It shall be the responsibility of the employee to supply proof of their previous experience within thirty days of employment, otherwise, all claims for previous experience shall be forfeited by the employee. The Employer will be fair and reasonable when determining the amount of credit the employee will receive and agrees to notify the Union of the event where an employee is moved up on the wage scale in accordance with this provision.

#### 14.2 Statement of Earnings

(a) Every employee shall receive a statement each pay period, showing the gross amount earned, itemized deductions and net amount payable. Sick leave accrual and vacation leave accrual will be available on an electronic payroll system accessible by employees.

#### **ARTICLE 15 TRAINING**

#### 15.1 Training

(a) The Employer will identify the training that is required for an employee's job classification. If deemed mandatory, the Employer shall cover the costs of the training.

# **ARTICLE 16 EMPLOYEE BENEFITS**

#### 16.1 RRSP

(a) The Employer shall contribute monthly the equivalent to 4% of employee's base salary to be matched by the Employee.

# 16.2 Extended Health Coverage

(a) The Employer and the Employee shall share equally the total monthly premium cost for coverage of benefits for employees.

#### **ARTICLE 17 TRAVEL AND ALLOWANCES**

#### 17.1 Use of Employee Vehicle

(a) When an Employee is approved by the Employer to use their personal vehicle for business purposes they are allowed to claim reimbursement at the standard rate of \$0.50 per kilometer.

# ARTICLE 18 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

#### 18.1 Occupational Health Committee

- (a) Joint Employer / Employee Occupational Health and Safety Committee shall be established.
- (b) The Committee make up and size shall be determined/negotiated during the term of this agreement and will comply with the language in The Saskatchewan Employment Act. The Occupational Health and Safety Committee members shall have at least one-half of the employees elected or selected by the Union.
- (c) The Committee shall have employer and employee chairpersons, as appointed by their respective parties.
- (d) The Committee shall have a continuing concern with respect to the health and safety at the workplace. The Committee shall meet not less than quarterly. The Committee shall receive, consider, and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given reasonable opportunity during regular working hours to deal with such concerns.

Quorum at each committee meeting will be satisfied if at least half of its members are present, and if at least half of those members present are employee representatives.

#### 18.2 Committee Minutes

(a) Every Committee meeting will be recorded in its official minutes, copies of which will be posted on an electronic bulletin board until all concerns recorded in the minutes are resolved.

#### 18.3 Right to Refuse

- (a) An Employee choosing to exercise their right to refuse under section 3-31 of *The Saskatchewan Employment Act* shall notify their supervisor immediately.
- (b) In accordance with section 3-31 of *The Saskatchewan Employment Act*, an Employee may refuse to perform any particular acts or series of acts at a place of employment if the worker has reasonable grounds to believe that the act or series of acts is unusually dangerous to the Employee's health and safety or the health and safety of any other person at the place of employment until sufficient steps have been taken to satisfy the Employee otherwise, or the Occupational Health and Safety Committee has investigated the matter and advised the worker otherwise.

#### 18.4 Occupational Health Committee Training

(a) Subject to reasonable notice being given by the employee and subject to the employer approval, all Committee members may receive leave with pay to attend occupational health and safety training courses, seminars, or courses of instruction.

# **ARTICLE 19 HARASSMENT**

# 19.1 Anti-Harassment Policy Statement

(a) The Employer and the Union are committed to the prevention of harassment in the workplace, promoting a harassment-free workplace and will not condone or tolerate harassment, as defined in *The Saskatchewan Employment Act*. Employees have a legal responsibility not to participate in harassment.

# **ARTICLE 20 LAYOFFS AND RECALLS**

# 20.1 Notice of Lay Off

- (a) Notice of lay-off of employee(s) shall be provided in accordance with The Saskatchewan Employment Act and related regulations.
- (b) The Employer will use its best efforts to notify employees who are to be laid off as far in advance as reasonably possible. A copy of the notice of lay-off shall be sent to the Union.

#### 20.2 Role of Seniority in Layoffs

- (a) In the event of a layoff, employees shall be laid off in reverse order of their bargaining unit seniority, provided that the bests interest of the child are met. For greater certainty, if the Employer determines that the best interest of the child is applicable, employees will not be laid off in reverse order of their bargaining unit wide seniority.
- (b) Where the Employer determines that the best interest of the child is applicable such that seniority is not followed, the Employer shall provide reasons related to the application of the best interests of the child to the Union within 5 days of the recall notice being sent.

#### 20.3 Recall Procedure

- (a) The Employer shall recall any vacancy based on best interest of the child, provided the candidate has the qualifications (including experience, knowledge and ability) and satisfactory performance. Where the Employer determines that the best interest of the child is not applicable, recall will be filled based on seniority, qualifications (including experience, knowledge and ability), and satisfactory performance.
- (b) Where the Employer determines that the best interest of the child is applicable such that seniority is not followed, the Employer shall provide reasons related to the application of the best interests of the child to the Union within 5 days of the recall notice being sent.
- (c) For the purposes of this provision, in accordance with Article 6.3, seniority shall be broken after an employee is continuously laid off in excess of twelve (12) months such that the Employer is not required to recall an employee in accordance with this provision after that time.

#### 20.4 Notice of Recall

(a) In the event of recall of an Employee, the Employer shall forward a registered letter to the Employee who has been laid off, addressed to the employee's last known address. The Employee must notify the Employer by email, in-person, or registered mail within fourteen (14) days of the mailing of such letter, stating their acceptance or refusal of the employment offered and their intention of reporting to work within the time limits specified. If the Employer does not receive confirmation of acceptance of recall from the employee within the

stated fourteen (14) day period accepting employment, or the Employee fails to report within the required time limits the Employee shall be deemed to be terminated.

# ARTICLE 21 DISCIPLINE, SUSPENSION, DISMISSAL

#### 21.1 Just Cause

(a) The Union and the Employer recognize that it is the right of the Employer to reprimand, suspend, dismiss or otherwise discipline an employee for just cause.

#### 21.2 Right to Have a Steward

- (a) A Union Representative shall be present when the Employer is imposing discipline or engaging in a disciplinary interview of an employee of the bargaining unit. An Employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange Union representation, which may result in reconvening the meeting at a later time or date.
- (b) Where the Employer intends to meet with an employee for disciplinary purposes, the Employee shall be notified in writing or by email, in advance, of the right to have a Union Representative present at the meeting.

#### 21.3 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 coach.
- (b) The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss issues with the employee in an effort to resolve the problem.

# 21.4 Principles of Progressive Discipline

(a) The Employer agrees to follow the principles of progressive discipline. Failure to comply with policies, procedures and regulations, job performance deficiencies or other circumstances requiring corrective action and/or discipline may result in one of the

following actions being taken by the Employer, depending on the severity of the offence, the Employee's past discipline and the circumstances of the case:

- i) Written reprimand
- ii) Suspension without pay
- iii) Termination of employment
- (b) Depending on the nature of the issue requiring corrective action and/or discipline, the action issued may not begin with written reprimand. The parties recognize that there will be situations where the Employer may abandon the progressive approach to discipline and impose more serious discipline.
- (c) A copy of the letter of written reprimand, suspension or termination of employment will be provided to the Union and placed on the Employee's personal file.

#### **ARTICLE 22 GRIEVANCE PROCEDURE**

#### 22.1 Informal Resolution

- (a) In keeping with Union and Employer's non-adversarial approach, an earnest effort shall be made by all parties to solve problems before they reach the grievance stage.
- (b) An employee who may have a grievance shall first seek settlement through informal discussion with their immediate out-or-scope manager.

#### 22.2 Grievance Procedure

# (a) Step 1 – Filing A Grievance

A grievance shall be submitted in writing to Human Resources within 10 calendars days of the occurrence of the alleged violation of the Agreement. The written grievance shall clearly state the facts and circumstances giving rise to the grievance, which provisions of the Agreement are alleged to have been violated and what restitution is requested.

Human Resources shall provide a decision in writing to the Labour Relations Officer within 15 calendar days of receipt of the grievance (Step 1 Response).

#### (b) Step 2 – Meeting

Upon receipt of the written Step 1 Response. if the grievance is not satisfactorily resolved, the SGEU Labour Relations Officer shall within 15 calendar days of receiving the Step 1 Response request a meeting with the Executive Director (or their designate). The meeting shall be scheduled within 10 calendar days of the date of the request.

If the grievance is not satisfactorily resolved at the Step 2 meeting, the Employer shall provide a decision in writing within 15 calendar days of the meeting (Step 2 Response). Upon receipt of the Step 2 Response, if the grievance is not satisfactorily resolved, the Union shall refer the grievance to arbitration in writing within 10 business days of the Step 2 Response.

#### (c) Step 3 Arbitration

#### (i) Single Arbitrator.

Where a grievance has been referred to arbitration in accordance with Article 23.2 (b), the parties shall, within thirty (30) calendar days, attempt to agree to appoint a single arbitrator. Where the thirty (30) calendar days have expired, either party shall have the right to apply to the Minister responsible for *The Saskatchewan Employment Act* to have an arbitrator appointed.

#### (ii) Decision of the Arbitrator.

The decision shall be final, binding and enforceable on all parties. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

# **Expenses of the Arbitrator**

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

#### 22.4 Extension of Time Limits

- (a) Time limits set out in this article are mandatory and may only be extended by mutual agreement in writing of both parties.
- (b) If any decision is not appealed within the time limits to the next step, it shall be considered settled based on the prior step, and the Employee or Employees covered by such grievance shall not have any further

right or remedy with respect to any matter or claim covered by such grievance. The Employer and the Union agree that it is in the mutual interest of both parties to abide by the prescribed time limits in this Article.

#### **ARTICLE 23 DURATION**

#### 23.1 Duration

(a) This Agreement shall be in effect from date of ratification to July 1, 2026 and automatically from year to year.

#### 23.2 Changes to Agreement

- (a) Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.
- (b) Either party desiring to propose changes to this Agreement shall, between the period of 60 and 120 days prior to the expiry date, give notice in writing to the other party that they wish to amend the Agreement.

#### 23.3 Wage Re-opener

- (a) The Employer shall provide full disclosure to the Labour Relations Officer within 30 days of any new or additional funds made available by the Government of Saskatchewan.
- (b) Within 30 days following notification, either party may serve notice to commence negotiating amendments to the wages and/or benefits contained within this Collective Agreement. Any negotiations of wage and/or benefit increases pursuant to this wage re-opener shall not exceed the amount of funding increase received from the Government of Saskatchewan.

# **APPENDIX A – Wages**

Effective the Wednesday following ratification, the wage scale will be as follows:

		Rate of Pay			
		Step 1	Step 2	Step 3	Step 4
	Level				
Child Care Provider, Child Support Unit	А	\$18.00	\$19.00	\$20.00	\$21.00
	В	\$19.00	\$20.00	\$21.00	
Child Care Provider, Family Support Unit	А	\$19.00	\$20.00	\$21.00	\$22.00
	В	\$20.00	\$21.00	\$22.00	
Outreach Coordinator		\$25.00	\$26.00	\$27.00	\$28.00
Cultural Coordinator		\$22.00	\$23.00	\$24.00	\$25.00
Assistant House Leader		\$22.00	\$23.00	\$24.00	\$25.00

For all positions, and subject to Article 15.1, Employees are required to work 1960 hours of regular time before the increment is applied at each step of the scale.

#### Level A:

Entry Level

#### Level B:

- Early Childhood Education Certificate, Level 2 and/or Level 3.
- Two years post-secondary in relevant field as determined in the sole discretion of the Employer.
- Other certificate or diploma relevant to the role as determined in the sole discretion of the Employer.

# **SIGNING PAGE**

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and THOMAS' CIRCLE OF CARE INC. hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this <u>30th</u> day of April, 2023.

Signed on behalf of: Saskatchewan Government and General Employees' Union	Signed on behalf of: Thomas' Circle of Care Inc.
Original signed by:	Original signed by:
Caitlin Peters	Lyle Meena
Original signed by:	Original signed by:
Don Regel LRO	Melanie Bear
Original signed by:	Original signed by:
Marie Amor LRO	Derrick Thue
Signed at Regina, Saskatchewan this <u>30tl</u>	<u>n</u> day of <u>April</u> , 20 <u>23</u>

# Where to Go for Information or Help

- The Executive Director or supervisor;
- Your Steward;
- A member of your Occupational Health and Safety Committee;
- Occupational Health and Safety Branch, Labour Relations and Workplace Safety (1-800-537-7233);
- Saskatchewan Government & General Employee's Union (1-306-522-8571 or 1-800-667-5221)