

# **PRINCE ALBERT MOBILE CRISIS UNIT CO-OPERATIVE LTD.**

**April 1, 2015 to  
March 31, 2019**

**COLLECTIVE AGREEMENT**

**SGEU**

**Saskatchewan Government and General Employees' Union**

**ARTICLES OF A**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PRINCE ALBERT MOBILE CRISIS UNIT CO-OPERATIVE LTD.**

**AND**

**SASKATCHEWAN GOVERNMENT AND**  
**GENERAL EMPLOYEES' UNION**  
**LOCAL 5127**

**APRIL 1, 2015 TO MARCH 31, 2019**

## TABLE OF CONTENTS

	PAGE
<b>ARTICLE 1    INTERPRETATION.....</b>	<b>1</b>
<b>ARTICLE 2    SCOPE .....</b>	<b>3</b>
<b>ARTICLE 3    UNION SECURITY .....</b>	<b>3</b>
3.1          Recognition .....	3
3.2          Work of the Bargaining Unit .....	3
3.3          No Contracting Out .....	3
3.4          Union Membership .....	4
3.5          Union Dues / Check Off .....	4
3.6          Monthly Statement .....	4
3.7          Income Tax (T-4) Slips .....	4
3.8          New Employees .....	4
3.9          Temporary Out of Scope Appointment.....	5
3.10        Union Representation .....	5
3.11        Staff Room .....	5
<b>ARTICLE 4    LABOUR/MANAGEMENT RELATIONS COMMITTEE.....</b>	<b>5</b>
4.1          Labour Relations Committee.....	5
4.2          Bargaining Committee.....	5
<b>ARTICLE 5    RESOLUTIONS AND REPORTS OF THE EMPLOYER .....</b>	<b>6</b>
5.1          Employer Shall Notify Union.....	6
5.2          Copies of Motions .....	6
<b>ARTICLE 6    GRIEVANCE PROCEDURE .....</b>	<b>6</b>
6.1          Definition of Grievance .....	6
6.2          Stewards .....	6
6.3          Names of Stewards.....	6
6.4          Permission to Leave Work .....	7
6.5          Procedure.....	7
6.6          Policy Grievance .....	8
6.7          Grievance on Safety.....	8
6.8          Failure to Act Within Time Limits.....	8
6.9          Changes to the Agreement .....	8
6.10        Access to Grievance Information From Employer .....	8
6.11        Orderliness and Technical Objection .....	8
<b>ARTICLE 7    ARBITRATION .....</b>	<b>9</b>
7.1          Establishment and Composition of an Arbitration Board .....	9
7.2          Procedure of an Arbitration Board.....	9
7.3          Decision of an Arbitration Board.....	9
7.4          Expenses of an Arbitration Board.....	10
<b>ARTICLE 8    DISMISSAL, SUSPENSION AND DISCIPLINE .....</b>	<b>10</b>
8.2          Burden of Proof .....	10
8.3          Records of Employees .....	10
8.4          Letter of Reprimand .....	10
8.5          Suspension .....	10

## TABLE OF CONTENTS

	PAGE
8.6 Demotion.....	11
<b>ARTICLE 9 SENIORITY.....</b>	<b>11</b>
9.1 Definition .....	11
9.3 Leave of Absence .....	11
9.4 Seniority Lists.....	11
9.5 Loss of Seniority.....	11
9.6 Appointment Out-of-Scope.....	12
9.7 Return to Scope .....	12
<b>ARTICLE 10 APPOINTMENTS AND STAFF CHANGES.....</b>	<b>12</b>
10.1 Filling Positions from Re-employment Lists .....	12
10.2 Filling Positions by Competition .....	12
10.4 Job Postings.....	12
10.5 Information on Posting .....	13
10.6 Notification of Successful Competition .....	13
10.7 Promotions or Appointments to Permanent Staff .....	13
10.8 Trial / Probation Periods.....	13
10.9 Probation.....	13
10.10 Subsequent Probation.....	14
<b>ARTICLE 11 LAY OFF AND RECALL.....</b>	<b>14</b>
11.1 Job Abolition and Lay-Offs .....	14
11.2 Written Notice of Job Abolition and Lay-Off .....	14
11.3 Method of Lay-Off .....	14
11.4 Method of Recall .....	14
11.5 Letter of Recall .....	14
<b>ARTICLE 12 HOURS OF WORK.....</b>	<b>14</b>
12.1 Definition .....	14
12.2 Sexual Assault Worker .....	15
12.3 Crisis Worker II.....	15
12.4 Administrative Assistant .....	15
12.5 Meal Period.....	15
12.6 Split Shifts .....	15
12.7 Alteration to Schedule .....	15
12.8 Posted Work Schedules.....	16
12.9 Casual Shifts .....	16
12.10 Shift Differential.....	17
<b>ARTICLE 13 OVERTIME .....</b>	<b>17</b>
13.1 Definition .....	17
13.3 Compensation for Overtime .....	18
13.4 Voluntary Overtime .....	18
13.5 Calculation of Hourly Rate .....	19
13.6 Call-In, Call-Back .....	19
13.7 Court Appearances .....	19

## TABLE OF CONTENTS

	PAGE
<b>ARTICLE 14 DESIGNATED HOLIDAYS .....</b>	<b>19</b>
14.4 Working on a Holiday .....	19
14.5 Designated Holidays .....	20
<b>ARTICLE 15 VACATION LEAVES .....</b>	<b>20</b>
15.1 Definition .....	20
15.3 Vacation Credits.....	20
15.4 Carry Over of Vacation.....	21
15.5 Vacation Schedule .....	21
15.6 Vacation Pay on Termination .....	21
15.7 Vacation Schedule .....	21
<b>ARTICLE 16 SICK LEAVE.....</b>	<b>22</b>
16.1 Definition .....	22
16.2 Paid Sick Leave .....	22
16.3 Accumulation of Annual Sick Leave .....	22
16.5 Proof of Illness .....	22
16.6 Sick Leave Credits Following Leave of Absence or Lay-off .....	22
16.7 Sick Leave Records .....	22
16.8 Leave of Absence While Sick.....	23
16.9 Sick Leave for Casuals .....	23
16.10 Use of Sick Leave for Casuals .....	23
<b>ARTICLE 17 LEAVES OF ABSENCE .....</b>	<b>23</b>
17.1 Union Business Leave .....	23
17.2 Leave of Absence for Full-Time Union or Public Duties: .....	24
17.3 Bereavement Leave .....	24
17.4 Pressing Necessity Leave .....	25
17.5 Maternity Leave.....	25
17.6 Jury Duty .....	26
17.7 Leave of Absence .....	26
17.8 Child Care Leave .....	26
17.10 Educational Leave.....	27
17.11 Long Term Disability .....	27
<b>ARTICLE 18 PAY ADMINISTRATION.....</b>	<b>27</b>
18.2 Increments .....	28
18.3 Increments After a Leave of Absence .....	28
18.4 Pay Periods.....	28
18.5 Statement of Earnings.....	28
18.6 Changes in Pay Range .....	28
18.7 Calculation of Sick Leave and Vacation .....	28
18.8 Promotion.....	28
18.9 Temporary Performance of Higher Duties.....	29
<b>ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION .....</b>	<b>29</b>
19.1 Maintaining a Classification Plan.....	29
19.2 Classification Shall Be Submitted to the Union .....	29

## TABLE OF CONTENTS

	PAGE
19.3	Manual of Class Specifications ..... 29
19.4	Changes in Classification ..... 29
19.5	Challenge From Senior Employees..... 29
19.6	Downward Classification ..... 30
<b>ARTICLE 20</b>	<b>EMPLOYEE BENEFITS ..... 30</b>
20.1	Workers' Compensation Pay Supplement..... 30
20.2	Personal Property Loss ..... 30
20.3	Disability Package ..... 30
20.4	Pension Plan ..... 30
20.5	Employee Benefit Plan and Accidental Death and Dismemberment..... 30
<b>ARTICLE 21</b>	<b>TRAVEL AND ALLOWANCES ..... 31</b>
<b>ARTICLE 22</b>	<b>SAFETY AND HEALTH..... 31</b>
22.2	Meetings ..... 31
22.3	No Discipline ..... 31
22.4	First Aid ..... 32
22.5	Recognition of Social Illness ..... 32
22.6	Legal Costs ..... 32
<b>ARTICLE 23</b>	<b>TECHNOLOGICAL CHANGE ..... 32</b>
23.2	Introduction of Technological Change ..... 32
23.3	Training ..... 33
<b>ARTICLE 24</b>	<b>JOB SECURITY..... 33</b>
24.1	Agreement Subject to Applicable Law..... 33
<b>ARTICLE 25</b>	<b>JOB SHARING ..... 33</b>
<b>ARTICLE 26</b>	<b>DISCRIMINATION AND HARASSMENT ..... 35</b>
26.2	Non-Discrimination..... 35
26.3	Anti-Harassment Policy Statement..... 35
26.4	Use of Mediators/Investigators..... 35
<b>ARTICLE 27</b>	<b>TRAINING AND PROFESSIONAL DEVELOPMENT..... 36</b>
27.1	On the Job Training..... 36
27.2	Professional Development Funding ..... 36
<b>ARTICLE 28</b>	<b>TERMS OF AGREEMENT ..... 36</b>
28.1	Duration ..... 36
28.2	Changes in Agreement ..... 37
28.3	Notice of Changes..... 37
28.4	Agreement to Continue In Force ..... 37
28.5	Retroactivity ..... 37
<b>APPENDIX A</b>	<b>- Wage Rates Effective January 1, 2016 ..... 38</b>
<b>LETTER OF UNDERSTANDING #1</b>	<b>Night Shift Coverage for Crisis Worker..... 39</b>
<b>LETTER OF UNDERSTANDING #2</b>	<b>Reopening of Collective Agreement..... 40</b>

## TABLE OF CONTENTS

	PAGE
LETTER OF UNDERSTANDING #3 Extended Health Plan Eligibility.....	41
LETTER OF UNDERSTANDING # 4 Crisis Workers Hours of Work .....	43
SIGNING PAGE.....	45

**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2017.

between

**PRINCE ALBERT MOBILE CRISIS UNIT CO-OPERATIVE LTD.**  
hereinafter referred to as "the Employer"

**PARTY OF THE FIRST PART**

and

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

**PARTY OF THE SECOND PART**

**PREAMBLE**

WHEREAS, it is the desire of all parties of this Agreement to maintain the existing harmonious relationship between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and the employees, and to recognize the value of joint discussions, and negotiations in matters pertaining to working conditions, hours of work and scale of wages to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of the employees of the Prince Albert Mobile Crisis Unit Co-Operative Ltd.

NOW THEREFORE, This Agreement witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisos herein contained, the parties hereto agree as follows:

**ARTICLE 1      INTERPRETATION**

- 1.1            The **Board** means the Board of Directors of the Prince Albert Mobile Crisis Unit Co-Operative Ltd Sub Article Heading
- 1.2            **Casual Employee** means an employee who is called in as required and works on an hourly basis.
- 1.3            **Classification** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 1.4            **Day** any period of 24 consecutive hours.
- 1.5            **Demotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary rate of a lower maximum.



- 1.6 **Employee or Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 2.
- 1.7 **Executive Director or Designate** means the Executive Director of the Prince Albert Mobile Crisis Unit Co-Operative Ltd.
- 1.8 **Part Time Crisis Worker-** a crisis worker who is scheduled for 8 hour shifts on a four on four off rotation.
- 1.9 **Full Time Employee** shall mean an Employee who works the standard full time hours of work as stated in Article 12.3 Standard Hours of Work.
- 1.10 **Grievance Committee:** The stewards selected by the Union shall constitute the Union Grievance Committee.
- 1.11 **Pay Plan** means the scale of wages as contained in Appendix A and the rules governing its application as contained in Article 13 and Article 18.
- 1.12 **Permanent Employee** means an employee who has successfully completed the probation period and has been appointed to a full-time position.
- 1.13 **Plural or Masculine/Feminine Terms May Apply:** Wherever the masculine gender is used in this Agreement, it shall be considered as if the feminine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 1.14 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 1.15 **Probation Period** means the probation period as stipulated on initial employment as contained in Article 10.09 herein.
- 1.16 **Promotion** means the movement of an employee from a position in one (1) class to a position in another class with a higher maximum salary.
- 1.17 **Temporary** means a position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. The period of time may be extended by mutual agreement.
- 1.18 **Transfer** means the movement of an employee from one (1) position to another in the same or different class with a salary range having the same maximum.
- 1.19 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of the Prince Albert Mobile Crisis Unit Co-Operative Ltd.

## **ARTICLE 2      SCOPE**

- 2.1            This agreement shall cover all employees of the Prince Albert Mobile Crisis Unit Co-Operative Ltd including supervisory employees as defined by the Saskatchewan Employment Act 2014, with the following exceptions:
- 2.2            The Executive Director.

## **ARTICLE 3      UNION SECURITY**

### **3.1            Recognition**

- 3.1.1           The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees except as excluded in Articles 2.02. The Employer agrees to negotiate with the Union or its designated bargaining representatives regarding matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.
- 3.1.2           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 name 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.

### **3.2            Work of the Bargaining Unit**

- 3.2.1           Except in cases mutually agreed upon by the parties, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

### **3.3            No Contracting Out**

- a)            The Employer agrees that all work or services performed by the employer shall not be subcontracted, transferred, leased, assigned or conveyed in whole or in part, to any other person, company, or non unit employee, except where it is a breach of confidentiality to an employee and/or mutually agreed by the parties.
- b)            The Employer agrees that no special projects (research, planning and evaluation) will take away from work or services performed by the employees and will not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part to any other person, company or non-union employee except where it is a breach of confidentiality to an employee and/or mutually agreed by the parties.

### 3.4

#### **Union Membership**

- a) Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment.
- b) Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee's employment.
- c) Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

### 3.5

#### **Union Dues / Check Off**

- 3.5.1 The Employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The Employer shall remit such deductions to the Union at the conclusion of each pay period.
- 3.5.2 The Employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.
- 3.5.3 The Employer shall provide the information electronically.
- 3.5.4 The Union shall provide the electronic template to the employer.

### 3.6

#### **Monthly Statement**

- 3.6.1 A monthly statement shall also be forwarded to the Union showing the names of all new employees covered by this Agreement hired during the month, their date of hire, and the names of all employees who have terminated employment and their date of severance.

### 3.7

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

- 3.7.1 At the same time that Income Tax (T-4) slips are made available the Employer shall type the amount of union dues paid by each member on their T-4 slip.

### 3.8

#### **New Employees**

- 3.8.1 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and dues check-off.

3.8.2 A representative of the Union shall be given an appropriate opportunity during working hours to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

3.9 **Temporary Out of Scope Appointment**

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

3.10 **Union Representation**

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

3.11 **Staff Room**

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

**ARTICLE 4 LABOUR/MANAGEMENT RELATIONS COMMITTEE**

4.1 **Labour Relations Committee**

- a) A Joint Committee shall be set up to deal with such matters of mutual concern as may arise from time to time in the operation of the Prince Albert Mobile Crisis Unit Co-Operative Ltd.
- b) The Committee shall be composed of designated representatives of the Employer and the Union.
- c) The Committee shall meet as and when required upon request of either party within fourteen (14) calendar days.
- d) The Committee shall meet a minimum of once per fiscal year.

4.2 **Bargaining Committee**

4.2.1 All matters pertaining to the interpretation or application of this Collective Bargaining Agreement and other working conditions, etc., shall be referred to the Bargaining Committee to enable it to identify problems within this Agreement for discussion and possible resolution.

## **ARTICLE 5        RESOLUTIONS AND REPORTS OF THE EMPLOYER**

### **5.1                Employer Shall Notify Union**

5.1.1            The Employer agrees, where possible, that reports or recommendations which relate to conditions of employment and which effect employees within this bargaining unit shall be communicated to the Bargaining Committee Chairperson in writing in time to afford the Union a reasonable opportunity to consider them before they are dealt with.

### **5.2                Copies of Motions**

5.2.1            Employees shall be informed, in writing, of motions, resolutions, by- laws, rules and regulations adopted by the Board which may relate to working conditions, staff or matters covered by this Agreement, within seven (7) days of any meeting.

## **ARTICLE 6        GRIEVANCE PROCEDURE**

### **6.1                Definition of Grievance**

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

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

### **6.2                Stewards**

6.2.1            The Employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

### **6.3                Names of Stewards**

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

## 6.4

### **Permission to Leave Work**

- a) Any employee who feels that he has been aggrieved may leave his assigned duties temporarily, without loss of pay, in order to discuss the complaint with the appropriate Union representative. Suitable arrangements for an appropriate time and place for such discussions must be made between the employee and the supervisor.
- b) The Employer agrees that a steward or elected officer of the Union may leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. Suitable arrangements for an appropriate time and place for such discussion must be made between the supervisor and the Union steward.

## 6.5

### **Procedure**

#### 6.5.1

Every effort shall be made to resolve problems through dialogue prior to going to grievance. The parties agree to ensure that full explanation of issues during the initial discussion.

#### 6.5.2

An earnest effort shall be made to settle grievances in the following manner:

##### a) Step 1

The grievance shall be submitted in writing by the aggrieved and/or by the Union, on behalf of the aggrieved to the Executive Director within fourteen (14) calendar days of discovery of cause for a grievance. The Executive Director shall render a decision, in writing, within fourteen (14) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director.

##### b) Step 2

If a satisfactory settlement cannot be effected at Step 1, the Union may, within fourteen (14) calendar days submit the grievance to the Chairperson of the Board or designate who will render a decision in writing within fourteen (14) calendar days of receipt of the grievance at Step 2.

##### c) Step 3

Failing satisfactory settlement of the grievance at Step 2 the parties agree to refer the matter to mediation using the services of the Labour relations and Mediation Branch of the Ministry of Advanced Education, Employment and Labour within 14 days.

d) Step 4

If a satisfactory settlement cannot be effected at Step 3, the matter may be referred to Arbitration by the Union within twenty-eight (28) calendar days.

6.6 **Policy Grievance**

6.6.1 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be by-passed.

6.7 **Grievance on Safety**

6.7.1 An employee, or a group of employees, who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the 2nd Step of the Grievance Procedure for preferred handling.

6.8 **Failure to Act Within Time Limits**

6.8.1 If the grievor or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not have deemed to have prejudiced their position on any future identical grievance. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on the party to show a justifiable reason for its failure to adhere to such time limits.

6.9 **Changes to the Agreement**

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

6.10 **Access to Grievance Information From Employer**

6.10.1 The Employer agrees to provide to the Grievance Committee relevant payroll information, when requested in writing and accompanied by signed authorization, of the employee concerned.

6.11 **Orderliness and Technical Objection**

6.11.1 No grievance shall be lost as a result of formal or technical objections. Arbitration Boards shall have the power to allow all pertinent information about the grievance in order to determine the merits of the matter in dispute and to render a decision according to equitable principles and natural justice.

## **ARTICLE 7      ARBITRATION**

### **7.1                      Establishment and Composition of an Arbitration Board**

7.1.1                      When either party requests that a grievance be submitted to Arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the Board by the applicant shall be included.

7.1.2                      Within twelve (12) calendar days of receiving the notice, the party receiving notice shall furnish the name of its appointee to the Arbitration Board. If no appointment is made, the Minister of Labour shall be requested to make the appointment.

7.1.3                      Within twelve (12) working days of the appointment of the second person, the two (2) appointees shall appoint a third member of the Board, who shall be the Chairperson. If the two (2) appointees fail to agree within the time limit, the Chairperson will be selected from a panel of Arbitrators which has been previously agreed upon by the parties to this Agreement.

### **7.2                      Procedure of an Arbitration Board**

7.2.1                      The Chairperson of the Arbitration Board shall fix the time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than eight (8) calendar days after it has been constituted, unless by consent of both parties the date is changed.

7.2.2                      The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

7.2.3                      Witnesses shall be paid by the party calling them. Board witnesses' costs shall be shared equally by the parties.

### **7.3                      Decision of an Arbitration Board**

7.3.1                      The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

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

7.3.3                      The Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

7.3.4                      Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson to reconvene the Board to clarify the decision, which it shall do within eight (8) days.



7.4 **Expenses of an Arbitration Board**

- 7.4.1 Each party shall pay the fees and expenses of the Arbitrator it appoints. The fees and expenses of the Chairperson and any other common expense, shall be shared equally by both parties.

**ARTICLE 8 DISMISSAL, SUSPENSION AND DISCIPLINE**

- 8.1 Any employee may be dismissed or suspended, but only for just cause, and only upon the authority of the Employer. In the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:

8.2 **Burden of Proof**

- 8.2.1 In cases of discipline, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after twelve (12) months following a suspension or disciplinary action in any future suspension or disciplinary action. After twelve (12) months such documentation shall be removed from the employee's file.

8.3 **Records of Employees**

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

8.4 **Letter of Reprimand**

- 8.4.1 Reprimands of a serious nature shall be recorded by means of a letter of reprimand to the employee within fourteen (14) calendar days of the event of the complaint. Such letters shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union, unless otherwise specified by the employee.

8.5 **Suspension**

- 8.5.1 Where judged appropriate, by management, suspension with pay may be effected. Such suspension shall be in effect for a maximum of thirty (30) calendar days, by which time an investigative process will be completed and appropriate action will be implemented pending expiry of the previously stated suspension. The employee will be given notice of suspension and reasons in writing. The days of suspension shall be included. A copy will be supplied to the local Chairperson of the Union.

8.6                    **Demotion**

8.6.1                Demotion for disciplinary purposes shall be undertaken on the basis of thirty (30) days' notice. Notice of intention to demote shall be given to the employee, in writing, and shall be set out in detail the reasons therefore. A copy of the notice shall be supplied concurrently to the Union.

8.7                    In cases of suspension, dismissal or demotion, the employee will be informed, in writing, of the reasons for the action.

8.8                    The Shop Steward shall be entitled to be present during dismissal, disciplinary or other meetings convened for the purpose of employee evaluations.

**ARTICLE 9           SENIORITY**

9.1                    **Definition**

9.1.1                Effective April 1, 2002, seniority of an employee is defined as a total accumulation of hours worked in service of the Employer.

9.2                    Seniority for casuals shall be based on the actual number of hours worked.

9.3                    **Leave of Absence**

9.3.1                All employees shall continue to accumulate seniority on authorized unpaid leaves of absence in accordance with Article 17.

9.3.2                However, in cases of illness accumulation will continue so long as the employee is in receipt of Sick Leave and/or Long Term Disability Benefits.

9.4                    **Seniority Lists**

9.4.1                The Employer shall maintain a seniority list of all employees indicating the total hours of service and date of employment. Such list shall be sent to the Union in January of each year and remain posted on bulletin board for the balance of the year.

9.5                    **Loss of Seniority**

9.5.1                Seniority shall be broken for the following reasons:

- a)            Dismissal for cause and is not reinstated.
- b)            Resignation, in writing, not withdrawn within three (3) calendar days of its submission and acceptance by the Executive Director.

- c) Continuous lay-off due to lack of work for a period in excess of two (2) years.
- d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) days' notification by the employer to return to work following a lay-off, unless, in either case the employee can show a justifiable reason for failure to report to work.

9.6 **Appointment Out-of-Scope**

- 9.6.1 No employee shall be appointed to an out-of-scope position without his consent.

9.7 **Return to Scope**

- 9.7.1 Upon return to an in-scope position, an employee shall have all previous in-scope seniority restored. Provided he/she returns to a bargaining unit position within a period of two (2) years.

**ARTICLE 10 APPOINTMENTS AND STAFF CHANGES**

10.1 **Filling Positions from Re-employment Lists**

- 10.1.1 When a position becomes vacant, and the Employer wishes to fill the vacancy, an appointment shall be made of the applicants on the re-employment list, when such a list exists, who possess the knowledge and skills and abilities in relation to the position. Of those so qualified, the most senior will be appointed, unless mutually agreed upon by both parties. Such lists will be established on the basis of lay-offs and reclassification.

10.2 **Filling Positions by Competition**

- 10.2.1 All vacancies and new positions covered in-scope of this Agreement which the Employer wishes to fill shall be subject to in-service competition.

- 10.3 All vacated positions shall be posted and filled within sixty (60) days of being vacated.

10.4 **Job Postings**

- 10.4.1 **Job Competitions shall allow two weeks for applications to be submitted and shall be announced in the form of a bulletin posted in the Employer's office. Management will ensure staff is notified by mail, phone and or text. (This can be extended by mutual agreement if needed).**

#### **10.4.2 Temporary Vacancies**

**Temporary Vacancies of more than 12 days due to illness or an extended leave. The Director may appoint the senior qualified employee for the term of the absence.**

#### **10.5 Information on Posting**

10.5.1 The bulletin shall set out the following information:

- a) Name of position
- b) A brief description
- c) Qualifications required
- d) Salary
- e) Hours of work
- f) Deadline date for application and other pertinent information.

#### **10.6 Notification of Successful Competition**

10.6.1 Following the closing date for the receipt of applications, the Board shall notify the Union of the appointment of the successful applicant and any other applicants within the Bargaining Unit.

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

10.7.1 In filling any position, by competition (Article 10.02), knowledge, skills and ability shall be the basis for determining qualifications relevant to the position, and shall determine the qualified candidate. Of those so qualified, the most senior will be appointed to the position within thirty (30) days after the closing date of the bulletin, unless mutually agreed upon by both parties.

#### **10.8 Trial / Probation Periods**

10.8.1 During the on the job training an employee shall serve an initial trial period of up to 300 hundred hours. Employees shall be informed in writing at the successful completion of the trial period.

10.8.2 Mobile Crisis Unit Director and trainer will review input from workers who have worked with the trainee and want to provide written feedback.

#### **10.9 Probation**

10.9.1 On completion of the on the job training all employees will serve a probationary period of 300 hours. Employees shall be informed in writing at the successful completion of the probation period.

10.9.2 Employees will be given the opportunity to provide written feedback to the Director prior to the 300 hour probation period.

10.10 **Subsequent Probation**

10.10.1 Upon appointment to a higher paid position employees will serve a subsequent probation of 300 hours.

**ARTICLE 11 LAY OFF AND RECALL**

11.1 **Job Abolition and Lay-Offs**

11.1.1 It is agreed that the Board will inform the Union, in advance, of any need for lay-offs and all instances of job abolition.

11.2 **Written Notice of Job Abolition and Lay-Off**

11.2.1 Eight weeks written notice, shall be given to any permanent employee with one (1) year of service or more, who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment.

11.3 **Method of Lay-Off**

11.3.1 Both parties recognize that job security shall be increased in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off in the reverse order of bargaining unit-wide seniority.

11.4 **Method of Recall**

11.4.1 Employees shall be recalled in the order of their seniority for their former position or any position for which they are qualified. No new employee shall be hired until those laid off have been given an opportunity to be recalled.

11.5 **Letter of Recall**

11.5.1 Employees being recalled from lay-off shall be notified by registered mail addressed to the last known address of the employee concerned.

11.5.2 It shall be the responsibility of the laid off employee to keep the Employer advised of their current address.

**ARTICLE 12 HOURS OF WORK**

12.1 **Definition**

12.1.1 Standard hours of work shall be one thousand eight hundred and twenty-five (1,825) hours.

- 12.2                   **Sexual Assault Worker**
- 12.2.1               **The employee who works in this position shall work one hundred and forty (140) hours per month. Such time shall include a paid lunch break each day. This position works a maximum of one thousand eight hundred and twenty (1820) hours annually. The Sexual Assault Worker has the ability to work flexible hours of work to accommodate his/her clients.**
- 12.2.2               The normal hours of work will be Monday to Thursday with Friday, Saturday and Sunday as days of rest. However the Sexual Assault Worker has the ability to work flexible hours as needed to assist clients.
- 12.3                   **Crisis Worker II**
- 12.3.1               The regular daily hours of work shall be ten (10) consecutive hours per shift, including a paid meal break, with a four (4) day work week followed by four (4) days of rest.
- 12.4                   **Administrative Assistant**
- 12.4.1               **Standard hours of work for the Administration Assistant shall be one hundred and twelve (112) hours in a three (3) week period divided into shifts of eight (8) consecutive hours.**
- 12.5                   **Meal Period**
- 12.5.1               Employees shall take work priorities into consideration when scheduling meal periods and/or the two (2) rest breaks per shift.
- 12.6                   **Split Shifts**
- 12.6.1               There shall be no split or short shifts except in the following circumstances:
- a)       Training
  - b)       When can't find a casual who is able to work the full shift.
  - c)       When the short shift results from the back-fill of an employee who is taking part of a shift as vacation.
  - d)       **Or to manage increased workload as required.**
- 12.7                   **Alteration to Schedule**
- 12.7.1               Alterations to the schedule may be made by mutual consent between the Union and the Employer.

12.8 **Posted Work Schedules**

- 12.8.1 Deviation from the posted schedule, not resulting in overtime, shall be by mutual agreement with the employees affected and the Employer. If there is no mutual agreement between the employees and the Employer, the employees will work the scheduled days as posted, subject to the conditions of this Agreement.

**Changes to schedules shall be in consultation between the Employer and the Bargaining Committee.**

12.9 **Casual Shifts**

- 12.9.1 To ensure that all casuals have the opportunity for at least one shift per month, the following process will be followed at the meeting of casuals held to schedule shifts for the following month.

- a) Casual shifts, which are available on a monthly basis including weekends and holidays previously, booked off.
  - i) Each casual present will choose one shift beginning with the most senior casual and following the seniority list.
  - ii) The percentage of shifts allotted to each casual employee is based first upon seniority and second upon individual preference according to the following formula which will be followed as closely as possible.
    - The senior casual has the option of working 50% of the available to a maximum of 16 shifts per four (4) week period.
    - The second most senior casual has the option of working a maximum of 25% of shifts in a four (4) week period.
    - The third most senior casual has the option of working a maximum of 12% of the available in a four (4) week period.
    - The fourth most senior casual has the option of working two (2) shifts in a four (4) week period.
- b) Shifts created by a change in option or the resignation of one of the four senior casuals will be redistributed in accordance with the above formula.
- c) If casuals are not available to attend the scheduling meeting, they must leave information as to when they are available in advance of the meeting with the Director so that they can be allotted shifts. Otherwise no shifts will be saved for them if other casuals want them. This availability information should be left in writing or faxed to the Director.

12.9.2 Available shifts arising following the completion of a month's schedule.

a) Employees who wish will place their names on **the** rotation lists of casuals, part-time, and full-time subject to the following provisions:

- Available shifts arising following the completion of the month's schedule will be offered first to those on the casual rotational list in order and if not filled from this list to the rotational list of part-time and then full-time-staff in order.
- When an employee on a rotational list accepts a shift or refuses a shift their name will go to the bottom of their rotational list.
- Staff on the rotational lists shall be entitled to work additional shifts without incurring overtime provided.
- They work no more than one hundred sixty hours in a predefined four week period unless there are no other staff available.
- Full-time and part-time workers with holiday time or lieu time booked will not be eligible for additional shifts during that time period unless there are no other staff available.

**Available shifts arising following the completion of the month's schedule will be offered first to those on the casual rotation list in order and if not filled from this list to the full-time staff.**

12.9.3 Effective April 1, 2003 casuals shall work an average minimum of four (4) shifts (40 hours) during each subsequent three (3) month period, unless there is agreement with the employer that there is good and sufficient reason to work less.

12.10 **Shift Differential**

**A Shift Differential of one dollar (\$1.00) per hour shall be paid for all hours worked between 6:00 pm and 7:00 am on weekdays and all hours worked on weekends. (Friday 6:00 pm to Monday 8:00 am).**

## **ARTICLE 13 OVERTIME**

13.1 **Definition**

13.1.1 For the purpose of overtime, a day shall be defined as any period of 24 consecutive hours.



13.1.2 All authorized time worked in excess of the time as outlined below shall be considered overtime.

13.1.3 In addition, all time worked on a statutory holiday shall be considered overtime.

## 13.2 **Overtime Eligibility**

- a) Sexual Assault Worker – seventy (70) hours in two weeks.
  - i) **Will be eligible for overtime if they work in excess of one hundred and forty (140) hours in a month.**
- b) Crisis Worker II
  - i) Will be eligible for overtime ~~pay~~ if they work in excess of **eight (8)** hours in one (1) shift or more than one hundred and sixty (160) hours in a pre-determined four (4) week averaging period.
  - ii) Overtime will not be paid in the case of shift change where the employee will work more than **eight (8)** hours in one (1) day twenty-four (24) hour period.
- c) Administrative Assistant
  - i) **All hours worked in excess of eight (8) hours per day or one hundred and twelve (112) hours in a three (3) week period shall be defined as overtime and paid at overtime rates.**

## 13.3 **Compensation for Overtime**

- a) Overtime worked shall be paid at the rate of time and one-half (1½).
- b) Overtime shall be paid out or banked as time-off in lieu at the employee's request. Time off in lieu may be taken off by mutual agreement between the employer and the employee.
- c) All accumulated unused time in lieu shall be paid out quarterly (1/4), to the employee unless an alternate arrangement is mutually agreed to.

## 13.4 **Voluntary Overtime**

13.4.1 Except in emergent circumstances, employees shall not be required to work overtime against their wishes.

13.5                    **Calculation of Hourly Rate**

13.5.1                For the purposes of calculating the hourly rate, for employees, the formula shall be:

- a)       Annual Salary of 1825

13.6                    **Call-In, Call-Back**

- a)       An employee who is called back to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rate.
- b)       An employee who attends a meeting scheduled by Crisis Unit Management or their designate, which occurs outside regular working hours, shall be paid at the applicable overtime rate for time spent.

13.7                    **Court Appearances**

13.7.1                An employee who is required to attend a scheduled court appearance, outside his regular working hours, shall be paid for a minimum of three (3) hours at overtime rates.

**ARTICLE 14        DESIGNATED HOLIDAYS**

14.1                    For the purpose of this Agreement, designated holidays shall mean - New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, plus one (1) additional day to be designated by mutual agreement, which shall be called a floater and any other day proclaimed as a holiday by Federal, Provincial or Municipal Government.

14.2                    The first Monday in June shall be the designated floater for the Crisis Worker II.

14.3                    All full-time employees shall be entitled to a day's pay for each designated holiday that falls within their pay period. If a designated holiday falls on a regularly scheduled day off, employees shall be entitled to other time off at the appropriate rate.

14.4                    **Working on a Holiday**

**A full-time employee who is required to work on a designated holiday shall be paid at a rate of straight time plus time and one half (1½) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.**

14.5           **Designated Holidays**

14.5.1           All employees who work on a designated holiday that is also a scheduled day of rest shall be entitled to double time (2) **for all hours worked** or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

14.6           All employees who are assigned and agree to work beyond their normal scheduled hours, on a designated holiday, shall be entitled to double time (2) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

**ARTICLE 15       VACATION LEAVES**

15.1           **Definition**

15.1.1           Vacation means annual vacation with pay.

15.2           **Vacation Year**

15.2.1           Vacation Year means the twelve (12) month period commencing on the 1st day of April in each calendar year and concluding on the 31st day of March of the following calendar year unless prior agreement provides alternate dates.

15.3           **Vacation Credits**

15.3.1           Vacation credits shall be earned on the following basis:

- a)       During the first (1st) 1825 hours to and including (3<sup>rd</sup> year) 5475 hours of employment, one and one-third (1 1/3) days per month worked (sixteen (16) working days per year).
- b)       During the (4<sup>th</sup> year), 5475 hours to and including (7<sup>th</sup> year), 12,775 hours of employment, one and two-thirds (1 2/3) days per month worked, (twenty (20) working days per year).
- c)       During the (8<sup>th</sup> year) 12,775 hours to and including (the 11<sup>th</sup> year) 20,075 hours of employment, two (2) days per month worked, (twenty-four (24) working days per year).
- d)       During the (12<sup>th</sup> year) 20,075 hours to and including (the 15<sup>th</sup> year) 27,375 hours of employment, two and one-third (2 1/3) days per month worked (twenty-eight (28) working days per year).
- e)       During the (16<sup>th</sup> year) 27,375 hours and beyond of employment, two and two thirds (2 2/3) days per month worked (thirty two (32) days per year).

- f) During the 24<sup>th</sup> year 29,200 hours and beyond of employment, three (3) days per month worked (thirty six (36) days per year).

#### 15.4 **Carry Over of Vacation**

15.4.1 The vacation entitlement contained herein will be taken by all the employees annually, subject however to the provision that the employees may make application to the Employer for carry over of the entitlement to the following year. Carry over of up to eight (8) days shall be approved.

15.4.2 In addition, the Employer may approve the carry over of any additional days of vacation. These additional days must be taken during the year it was intended to be used.

#### 15.5 **Vacation Schedule**

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

- a) granted bereavement leave, or
- b) granted sick leave at a recognized hospital, or
- c) granted other approved leave of absence, or
- d) granted sick leave for an illness which would confine the employee for a duration of four (4) days, a medical certificate substantiating proof of illness may be required, or
- e) when a statutory holiday falls on a day during an employee's vacation period.

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

#### 15.6 **Vacation Pay on Termination**

15.6.1 When leaving the service of the employer an employee will be paid all accumulated vacation pay.

#### 15.7 **Vacation Schedule**

15.7.1 Annual vacation shall be regulated by mutual agreement between the Employer and the employee.

15.7.2 **Employees called back from vacation will be paid at a rate of time and one half for all hours worked. Such vacation day(s) shall be placed back in their vacation bank.**

## **ARTICLE 16      SICK LEAVE**

### **16.1            Definition**

16.1.1           Sick leave means the period of time an employee is absent from work with pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act, or attending to sick family members.

### **16.2            Paid Sick Leave**

16.2.1           Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 1/4) working days per month (one hundred and fifty (150) hours per year).

### **16.3            Accumulation of Annual Sick Leave**

16.3.1           The unused portion of an employee's sick leave shall accrue for his/her future benefits up to a maximum of one hundred and nineteen (119) days (the current waiting period for SGEU Long Term Disability Benefits). Any present employees who have in excess of the one hundred and nineteen (119) day cap will be grandfathered at their present level of accrual and shall earn no further benefits. Should their individual accrual drop below the one hundred and nineteen (119) day cap they shall again begin to accrue up to the one hundred and nineteen (119) day level.

16.4            A deduction shall be made for accumulated sick leave of all normal working hours (exclusive of holidays) absent for reasons of sickness or disability.

### **16.5            Proof of Illness**

**16.5.1**           A medical certificate(s) may be required from employees reporting sick in excess of four (4) days. If a medical certificate is required, such a certificate will be requested during such illness and delivered within five (5) days of returning to work.

### **16.6            Sick Leave Credits Following Leave of Absence or Lay-off**

16.6.1           When an employee returns to work following a lay-off or at the end of a leave of absence, she shall retain all sick leave credits she had at the time she was laid off or began her leave of absence.

### **16.7            Sick Leave Records**

16.7.1           A record of the employee's accumulated sick leave credits shall be made available to an employee upon request.

16.8                    **Leave of Absence While Sick**

16.8.1                In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work or for a period of one (1) year. Such leave shall be reviewed annually. Such an employee shall not displace an employee with more seniority.

16.8.2                The following benefits shall be earned while on leave of absence while sick:

- a)        Seniority
- b)        Increments
- c)        Sick Leave

16.9                    **Sick Leave for Casuals**

16.9.1                Casual employees shall accumulate sick credits at the rate of **one and one quarter (1¼) day** for each 160 hours worked and shall not exceed 15 days per fiscal year..

16.9.2                Hours eligible for entitlement shall include paid hours, exclusive of overtime.

16.10                  **Use of Sick Leave for Casuals**

16.10.1              Casuals are eligible to use sick days for pre-scheduled shifts only.

- a)        Casuals who are promoted to a full-time or part time position shall be entitled to carry over their sick leave credits.

16.11                The Employer will facilitate the employees' membership and obligations as being members of the Long Term Disability Plan.

**ARTICLE 17        LEAVES OF ABSENCE**

17.1                   **Union Business Leave**

17.1.1                Members of the Union appointed as delegates to attend a convention or business meeting, in conjunction with Union affairs, shall be granted leave of absence subject to reimbursement in accordance with Article 17.1.2 to attend such meetings.

17.1.2                The employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the employer, during regular assigned hours. The Employer agrees to continue to pay normal salary and benefits to employees delegated, on a short-term basis of one (1) month or less to attend to Union business as referred to in

Article 17.1.1, and that the employer is to charge the Union for reimbursement of the cost. Such costs shall only include:

- a) Actual lost wages.
- b) Employer's share of Unemployment Insurance premiums.
- c) Employer's share of Canada Pension contributions.
- d) Workers' Compensation premiums.
- e) Employer's share of premiums any for benefits (if any).

17.1.3 Continuous leave of absence for Union Business, in excess of one (1) month, will be charged to the Union as per above, plus the portion of annual vacation, sick leave, and statutory holiday accrued over the period of time.

17.2 **Leave of Absence for Full-Time Union or Public Duties:**

17.2.1 An employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed for each year during the term of office. Subject to Article 9.05(c) and upon return to work, persons taking leave under this Article shall have seniority for the period of leave restored.

17.3 **Bereavement Leave**

17.3.1 Upon request, an employee shall be granted bereavement leave with pay and without loss of benefits in the event of a death in an employee's immediate family. Such leave shall consist of up to (40) hours per occasion.

17.3.2 Bereavement leave with pay from scheduled work will be between the date of death and two (2) days after the funeral as follows:

- a) Up to four (4) working days in the event of the death of the Employee's spouse, brother, sister, child, parent, grandparent, grandchild, in-law, or any other person with whom a close relationship is maintained.
- b) An Employee granted leave in a) above shall be granted an additional two (2) working days leave without loss of pay or benefits, from the date of death to the third (3<sup>rd</sup>) day following the funeral, if required to travel over five hundred (500) kilometers one way to attend the funeral.
- c) The Employee may also request additional leave (eg: vacation leave, leave without pay, etc.).

17.4                    **Pressing Necessity Leave**

17.4.1                An employee shall be granted leave of absence with pay and without loss of benefits in the event of pressing necessity. Pressing necessity shall be defined as any sudden circumstance outside of the employees control that could not have been reasonably foreseen that is emergent, or unpredictable by the employee and which requires their immediate attention. Such leave shall consist of up to 40 hours per **year**.

17.4.2                Pressing Necessity shall not be granted in circumstances where other types of leave are available within the CBA (i.e.) Sick Leave, Bereavement Leave, etc.).

17.5                    **Maternity Leave**

17.5.1                An employee shall be entitled to maternity leave without pay, provided that she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. Such an employee shall not be denied the right of employment solely on the basis of pregnancy.

17.5.2                The following conditions shall apply:

- a)        Maternity leave shall cover a period up to a total of twelve (12) months before and after the birth or adoption of the child. Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of eighteen (18) months shall be granted.
- b)        Such leave will be granted with the assurance that the employee will resume employment in the same position or in a comparable position and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.
- c)        Request for change of length of maternity leave must be forwarded to the Employer at least twenty (20) calendar days prior to the expiration of the leave. The Employer is not required to allow an employee to resume her employment until after the expiration of the twenty (20) calendar days of notice.
- d)        Any employee who has a medically substantiated need to be absent from work for health related reasons due to the pregnancy either before, during, or after the date of delivery shall be allowed to access sick leave for the period of time that employee remains unfit to perform the function of her position due to this health problem.



- 17.5.3 The following benefits shall be earned while on maternity leave:
- a) Seniority
  - b) Increments
  - c) Sick Leave
- 17.6 **Jury Duty**
- 17.6.1 Time spent by an employee required to serve as a juror shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.
- 17.7 **Leave of Absence**
- 17.7.1 Provided that regular operations are not unduly influenced, an employee shall be entitled to other leaves of absence without pay when he requires it for good and sufficient reasons.
- 17.7.2 The following benefits shall be earned while on leave of absence for good and sufficient reason:
- a) Seniority
  - b) Increments
  - c) Sick Leave - first three (3) months only.
- 17.8 **Child Care Leave**
- 17.8.1 Any employee with sufficient cause may be entitled to a leave of absence without pay for up to a maximum of three (3) months (without loss of seniority for the purpose of caring for their child or children).
- 17.8.2 Sick leave and designated holiday benefits will not be earned during such leave.
- 17.8.3 The following benefits shall be earned while on child care leave:
- a) Seniority
  - b) Benefits
  - c) Increments
  - d) Sick Leave
  - e) Paternal/Adoption Leave

- 17.8.4 Employees are entitled to an unpaid leave of absence of up to 37 weeks in the event of the birth or adoption of a child. The leave may be taken in any combination of three (3) months before and one (1) year after the birth or adoption of a child.
- 17.8.5 In the case of female employees the total length of leave shall not exceed those set out in 17.5.
- 17.8.6 The following benefits shall be earned while on paternity/adoption leave:
- a) Seniority
  - b) Increments
- 17.9 Upon returning from such leave of absence, an employee shall be guaranteed the employment in the same or comparable position to that held at the time the leave began with similar salary and benefits.
- 17.10 **Educational Leave**
- 17.10.1 Employees may be granted Educational Leave without pay to pursue training directly related to job duties at the approval of the Executive Director. For such leave, not exceeding one (1) year, employees shall continue to accumulate all benefits.
- 17.10.2 If the Educational Leave is required by the Employer, then said leave will be with full pay. The Employer also agrees to cover cost of tuition and books.
- 17.11 **Long Term Disability**
- 17.11.1 An employee receiving LTD, WCB, or Automobile Accident Insurance shall be granted a definite leave of absence as set out in Article 18.1.1 for a period of three (3) years and one hundred and nineteen (119) calendar days.
- 17.11.2 An extension of up to one (1) year to the original definite leave of absence without pay shall be granted if the employer is reasonably assured that the employee will be fit for duty within that time frame.
- 17.11.3 On completion of three (3) years and one hundred and nineteen calendar days, an indefinite leave of absence as set out in 18.2.1 shall be granted.

## **ARTICLE 18 PAY ADMINISTRATION**

- 18.1 The wage schedule covering employees occupying positions in the classification plan shall be set out in Appendix A, forming part of this Agreement, effective April 1, 2015 to March 31, 2019.

- 18.2                   **Increments**
- 18.2.1               All employees shall be entitled to an annual increment upon completion of eighteen hundred and twenty-five (1825) hours of work. No employee shall be appointed to other than an indicated range step.
- 18.2.2               Casual employees shall receive the increment as per Appendix A after successful completion of the three hundred (300) hours probation subject to Article 10.09.
- 18.3                   **Increments After a Leave of Absence**
- 18.3.1               When an employee returns to work after Maternity Leave or Parental Leave, the employee will be credited with all service including time on leave toward increment steps.
- 18.4                   **Pay Periods**
- 18.4.1               Employees shall be paid on the fifteenth (15th) day, and the last day of each month. The mid-month payment shall be considered an advance and the amount shall be set and agreed to by employee and Employer.
- 18.4.2               Employees shall be paid so as to allow for two (2) full banking days prior to all pay days. Upon request, advances shall be provided prior to vacation period or in other extenuating circumstances.
- 18.5                   **Statement of Earnings**
- 18.5.1               Every employee shall receive a statement attached to each cheque, showing the gross amount earned, itemized deductions and net amount payable.
- 18.6                   **Changes in Pay Range**
- 18.6.1               When a higher pay range is assigned to a classification, the employee shall move to the same time served step in the new range.
- 18.7                   **Calculation of Sick Leave and Vacation**
- 18.7.1               For the purposes of computing sick leave and vacation entitlement, an employee who commences employment during the month, will receive credit for the month's service.
- 18.8                   **Promotion**
- 18.8.1               On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than an eight (8) per cent increase. In such a case, her rate shall be adjusted to the step in the pay range yielding at least the eight (8) per cent increase.

18.8.2 It is understood that movement from a casual position to a Crisis Worker II is not considered to be a promotion.

18.9 **Temporary Performance of Higher Duties**

18.9.1 Where an employee is required to perform duties of a higher paid classification or management, through formal assignment by the Director or his/her designate, the employee assuming the higher level of responsibility shall be compensated with an additional 12.25% of regular salary **for all hours worked while performing the higher duties**. The employee will be advised of this assignment in writing, which shall also be posted for information of other staff.

18.9.2 During a month where a full-time employee is working a partial month and there is a conflict between the hourly rate of pay and the month rate of pay in the calculation of any wage pay-out, the monthly rate shall apply.

**ARTICLE 19 JOB CLASSIFICATION AND RECLASSIFICATION**

19.1 **Maintaining a Classification Plan**

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

19.2 **Classification Shall Be Submitted to the Union**

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

19.3 **Manual of Class Specifications**

19.3.1 A Manual of Class Specifications, currently maintained, shall be kept in the Employer's office and shall be available for inspection.

19.4 **Changes in Classification**

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

19.5 **Challenge From Senior Employees**

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

19.6                    **Downward Classification**

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

**ARTICLE 20        EMPLOYEE BENEFITS**

20.1                  **Workers' Compensation Pay Supplement**

20.1.1                An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive, from the Employer, his regular salary for a minimum to twelve (12) months. Payments received from the Workers' Compensation Board shall be returned to the Employer.

20.2                  **Personal Property Loss**

**20.2.1                An employee's personal property loss or damage in the course of his/her duties shall be repaired or replaced by the Employer subject to integration with one hundred (100) per cent of any Worker's Compensation Board coverage applicable, provided that proof of the loss or damage is submitted by the employee within a reasonable time of the incident.**

20.3                  **Disability Package**

20.3.1                The current benefit package will remain in effect until the parties to this Agreement agree to change it.

20.4                  **Pension Plan**

20.4.1                The parties agree to commence participation in the SGEU Pension Plan, Standard Life RS74449.

20.4.2                The employee monthly contribution rate shall be seven (7) per cent of an employee's monthly salary. A matching seven (7) per cent of an employee's monthly salary will be contributed monthly by the employer.

20.5                  **Employee Benefit Plan and Accidental Death and Dismemberment**

a)                    Group Life Insurance

                         The Employer shall pay one hundred (100) per cent of the premium cost of the above identified plan. The benefit will be two (2) times the employee's annual salary.

b) Dental Plan

The Employer shall pay one hundred (100) per cent of the premium cost for the dental coverage identified as SGEU Health and Welfare Trust Plan U3(2).

c) Long Term Disability Plan

Employees shall pay one hundred (100) per cent of the cost of the premiums of SGEU Long Term Disability Plan.

d) Extended Health Plan

The Employer shall pay 100% of the premium cost of the SGEU Extended Health Plan 32a, formulary single coverage for full-time or part time employees, and for those who meet the requirement as outlined in the SGEU Health and Welfare Trust Extended Health Eligibility.

## **ARTICLE 21 TRAVEL AND ALLOWANCES**

21.1.1 As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is required, the employee may, with the approval of the Director, elect to use his own automobile at the approved S.G.E.U/P.S.C. rate.

21.1.2 When an employee is called in to work between 22:30 and 07:00 hours, or if an overtime or work period ends during this time, or an employee leaves work due to illness, transportation to the home of the employee shall be provided by the Employer if in the event the employee does not have access to regular transportation.

## **ARTICLE 22 SAFETY AND HEALTH**

22.1.1 The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards.

### **22.2 Meetings**

22.2.1 The Employer and the Union agree to meet and to co-operate in resolving all unsafe hazardous or dangerous working conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings.

### **22.3 No Discipline**

22.3.1 No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe.

22.4                   **First Aid**

22.4.1               Adequate first aid supplies shall be made available in all Employer work sites to deal with all emergencies.

22.5                   **Recognition of Social Illness**

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

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

22.6                   **Legal Costs**

22.6.1               Except where an employee has been considered to have been negligent (or whose performance is considered one of gross misconduct) the Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of performing his duties for the Employer. In such a suit, the Employer retains the right to appoint the legal advisor for such an employee.

**ARTICLE 23        TECHNOLOGICAL CHANGE**

23.1.1               As a result of the Employer introducing new equipment or major changes in operating methods, certain classifications may no longer be required. The Employer shall attempt to anticipate such changes and endeavour to conduct a program of retraining and transfer of employees affected prior to such change. The Union agrees to co-operate in such a program of transfer and retraining.

23.2                   **Introduction of Technological Change**

23.2.1               If a technological change is introduced and is likely to effect the terms, conditions or tenure of employment of any employee, the Employer shall give notice of the technological change to the Union at least ninety (90) days prior to the date on which the technological change is to be effective.

- 23.2.2 The notice shall be in writing and shall state:
- a) The nature of the technological change.
  - b) The date upon which the Employer intends to effect the technological change.
  - c) The number and type of employees likely to be affected by the technological change.
  - d) The effect that the technological change is likely to have on the terms and conditions or tenure of employment of the employees affected.

**23.3 Training**

- 23.3.1 In the event of technological change, the Employer may request an employee to upgrade or improve skills as required by the technological change. No permanent employee shall be dismissed, suffer reduction in pay, or be denied a period of time considered reasonable to acquire skills necessitated by a new method of operation as a result of a technological change.

**ARTICLE 24 JOB SECURITY**

**24.1 Agreement Subject to Applicable Law**

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

**ARTICLE 25 JOB SHARING**

- 25.1 Where operationally feasible, job share arrangements are intended to provide full-time Employees with an opportunity to balance their hours of work with their personal needs.

- 25.2 In the interest of providing job-sharing opportunities to Employees of PA Mobile Crisis Unit Ltd., the following provisions shall apply:

- a) Definition
  - i) Job sharing shall be defined as the voluntary and temporary sharing of a full-time position by two (2) Employees, one (1) of whom is the permanent incumbent of the full-time position. The portion of time for each employee shall be fixed prior to the job share starting, and shall remain constant.



- b) Initiation
  - i) A full-time Employee who has successfully completed the probationary and/or trial period, through a written request to her/his out-of-scope supervisor, may initiate a job share request.
  - ii) A request for job share is subject to approval by the Employer.
- c) Implementation
  - i) Following submission of the incumbent Employee's request to job share, and approval by the Employer. The Employer shall post in order to fill the other portion of the job share.
  - ii) A job share may continue until the employer or employee wishes to terminate the arrangement.
  - iii) If a portion of a job shared position becomes vacant and:
    - The remaining partner is the incumbent Employee, the vacated portion of the job may be re-claimed by the incumbent Employee or, if not, shall be posted as a temporary job share. If no applications are received from qualified applicants, then the position will revert to full-time. The incumbent Employee will either assume the full-time position or transfer to casual status, in which case the full-time position will be posted.
    - The remaining partner is not the incumbent Employee, then she/he will revert to **casual** and the full-time position will be posted.
- d) Terms
  - i) Job sharing shall not cause increased cost to the Employer.
  - ii) The job shared position shall be treated as if it were a full-time position in respect to scheduling and job description.
  - iii) If the job share participants desire, they may request to pick up additional casual shifts following the scheduling meeting.

## **ARTICLE 26      DISCRIMINATION AND HARASSMENT**

26.1            The following does not limit access to rights or provisions under the *The Saskatchewan Employment Act 2013 and The Saskatchewan Human Rights Code*.

### **26.2            Non-Discrimination**

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

### **26.3            Anti-Harassment Policy Statement**

26.3.1        Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act 2013*. It is the Employer's responsibility to provide a workplace free from harassment.

26.3.2        Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted, unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act 2013*.

### **26.4            Use of Mediators/Investigators**

26.4.1        The parties agree to utilize a jointly agreed to mediator and/or investigators.

## **ARTICLE 27      TRAINING AND PROFESSIONAL DEVELOPMENT**

### **27.1              On the Job Training**

- 27.1.1            The Employer shall, where it deems appropriate and based on the resources, establish and maintain a system of on the job training and/or education.
- a)            New staff and casuals shall have a designated training and orientation program at the Employer's expense.
  - b)            The Employer shall maintain on going staff participation in seminars and related meetings to maintain and upgrade skills. Time spent either travelling or participating in compulsory training shall be considered as time worked. Staff who are unavailable to work a shift due to travelling or participating in compulsory training shall be paid for their scheduled shift.
  - c)            With prior approval of the Executive Director, agreed upon costs incurred in non-compulsory training will be paid by the Employer.
  - d)            The employer will reimburse half the tuition costs for each successfully completed University class offered by a Canadian University towards a Bachelor of Social Work degree offered by a recognized Canadian University, up to a maximum of one class per employee per semester. The total cost to the agency for all employees will not exceed \$2,000 per year. Reimbursement will be upon written request giving evidence of successful completion of the course.

### **27.2              Professional Development Funding**

- 27.2.1            Upon approval of the budget each fiscal year, the employer agrees to inform the employees of each program of the amount of money available for professional development for that fiscal year.
- 27.2.2            This will allow for individual and staff planning of professional development for the coming year.
- 27.2.3            Approval of requests for professional development funds will rest with the employer.

## **ARTICLE 28      TERMS OF AGREEMENT**

### **28.1              Duration**

- 28.1.1            This Agreement shall be binding and remain in effect from April 1 2015 to March 31, 2019 and shall continue from year to year thereafter unless either party gives the other party notice, in writing and in accordance with Article 29.3, that it desires to negotiate amendments.

28.2                    **Changes in Agreement**

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

28.3                    **Notice of Changes**

28.3.1                Either party desiring to propose changes to this Agreement shall between the period of not less than 60 days nor more than 120 days before the expiry date of the collective agreement.

28.4                    **Agreement to Continue In Force**

28.4.1                Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

28.5                    **Retroactivity**

28.5.1                All aspects of this new Agreement shall be adjusted retroactively unless otherwise specified.

## APPENDIX A - Wage Rates Effective January 1, 2016

POSITION			<sup>1</sup> / <sub>2</sub> STEP						
<b>Crisis Worker II</b>		<b>Step 1</b>		<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	
Hours	<b>0-300</b>	<b>301</b>	<b>912.5</b>	<b>1825</b>	<b>3650</b>	<b>5475</b>	<b>7300</b>	<b>9125</b>	
	Training								
	<b>0 - 300</b>								
	Training								
<b>January 1, 2016 2%</b>		<b>28.78</b>	<b>29.44</b>	<b>30.13</b>	<b>31.50</b>	<b>32.96</b>	<b>34.47</b>	<b>36.07</b>	
<b>Month</b>			<b>(4477)</b>	<b>(4582)</b>	<b>(4791)</b>	<b>(5013)</b>	<b>(5242)</b>	<b>(5484)</b>	
<b>Training 0-300 hours</b>	<b>27.50</b>								
<b>April 1, 2017 1%</b>									
<b>Hourly Rate</b>		<b>29.06</b>	<b>29.73</b>	<b>30.40</b>	<b>31.81</b>	<b>33.27</b>	<b>34.81</b>	<b>36.43</b>	
<b>Month</b>			<b>(4521)</b>	<b>(4628)</b>	<b>(4837)</b>	<b>(5063)</b>	<b>(5294)</b>	<b>(5539)</b>	
<b>Training 0-300 hours</b>	<b>27.77</b>								
<b>Administrative Assistant</b>				<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
				<b>0-1824</b>	<b>1825</b>	<b>3650</b>	<b>5475</b>	<b>7300</b>	<b>9125</b>
<b>January 1, 2016 2%</b>				<b>22.43</b>	<b>23.48</b>	<b>24.54</b>	<b>25.69</b>	<b>26.88</b>	<b>28.11</b>
<b>April 1, 2017 1%</b>				<b>22.65</b>	<b>23.71</b>	<b>24.78</b>	<b>25.95</b>	<b>27.14</b>	<b>28.39</b>

### Monetary

January 1, 2016 – March 31, 2017 – 2%

April 1, 2017 – March 31, 2018 – 1%

**LETTER OF UNDERSTANDING #1  
Night Shift Coverage for Crisis Worker**

The parties to the Prince Albert Mobile Crisis Unit Co-operative Ltd Collective Bargaining Agreement agree to the following:

Single coverage on the late shift has been an identified issue. The current practice is to have two Crisis Workers scheduled on the late night shift, but when one of these two is on holidays or some other form of leave, the practice is to backfill Thursday, Friday and Saturday nights only.

The Employer agrees to expand this practice to the remaining nights of the week so that there are two Crisis Workers on duty on the late night shift every night.

This practice will be effective June 30, 2012, with the understanding between the parties that there is a need to recruit and train adequate casual staff to do so.

This Letter of Understanding will be effective on the date of signing the Collective Bargaining Agreement. Either party may give thirty (30) days' notice to amend the Letter of Understanding.

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

Signed on behalf of:  
PA Mobile Crisis Unit  
Co-Operative Ltd

---

Katherine Sym  
Chairperson

---

Bill Bray  
President of the Board

---

Jeff Clarke  
Bargaining Committee

---

Vicki Bird  
Director

---

Tricia Patey  
Bargaining Committee

---

Laura Scott  
Consultant

---

Shelby Steward  
Bargaining Committee

---

Audrey Yaremy  
Labour Relations Officer

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LETTER OF UNDERSTANDING #2**  
**Reopening of Collective Agreement**

In the event additional funding becomes available, during the term of this Agreement, the Employer agrees to immediately advise the Union, and shall forthwith enter into negotiations with the Union in so far as the additional funding is concerned.

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

Signed on behalf of:  
PA Mobile Crisis Unit  
Co-Operative Ltd

---

Katherine Sym  
Chairperson

---

Bill Bray  
President of the Board

---

Jeff Clarke  
Co - Chairperson

---

Vicki Bird  
Director

---

Tricia Patey  
Bargaining Committee

---

Laura Scott  
Consultant

---

Shelby Steward  
Bargaining Committee

---

Audrey Yaremy  
Labour Relations Officer

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### **LETTER OF UNDERSTANDING #3 Extended Health Plan Eligibility**

#### **Blue Cross Plan - Current Eligibility Requirements**

You are eligible for benefits if you are a full time or part time permanent employee of the SGEU; a member of the Health and Welfare Trust; and have completed the waiting period indicated on the cover of this pamphlet.

#### **Health and Welfare Trust**

The parties agree that the Health and Welfare Trust eligibility requirements for casual employees shall be the requirements that PA Mobile Crisis Co-operative Ltd shall follow as per the Health and Welfare Trust eligibility, as per Policy Provision 3.1(6) and 3.1(16).

#### **Dental and Extended Health Benefits**

- a) All employees are entitled to participate in the benefits plans once the trial period has been completed.
- b) Employees in permanent positions shall be automatically eligible to have the benefit premiums paid in full by the Employer.



c) Employees in casual positions who decide to participate in the benefits plans shall have the premiums paid in full by the Employer provided he/she works hours equal to or in excess of eligibility as determined by the Health and Welfare Trust committee. The Employer will complete reconciliation for all casual employees quarterly. Any shortfall will be paid by the employee forthwith. Failure by the employee to remit premiums in a timely fashion will result in cancellation of registration in said benefit plans.

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

Signed on behalf of:  
PA Mobile Crisis Unit  
Co-Operative Ltd

---

Katherine Sym  
Chairperson

---

Bill Bray  
President of the Board

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Jeff Clarke  
Co - Chairperson

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Vicki Bird  
Director

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Tricia Patey  
Bargaining Committee

---

Laura Scott  
Consultant

---

Shelby Steward  
Bargaining Committee

---

Audrey Yaremy  
Labour Relations Officer

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LETTER OF UNDERSTANDING # 4**  
**Crisis Workers Hours of Work**

Effective June 1, 2016, due to budgetary restraints Full Time Employees hours of work were reduced from the (10) hours to eight (8) hours, the parties agree that the following provisions shall be in place pending either an increase or decrease in funding. At that time the Employer and the Union shall commence negotiations.

Where Article 23 Technological Change provisions fall short, the provisions of the Saskatchewan Employment Act Division 10 6-54(1) shall apply.

The following employees will be grandfathered in accordance with the terms of this LOU:

Jeffrey Clarke	Katherine Sym
Tammy Oleksyn	Lori Kelly
Corey Lillis	Val Burns
Shelby Stewart	Adam Selzler
Trish Patey	

Standard hours of work shall be one thousand eight hundred and twenty-five (1,825) hours for a Full time Employee.

The hours of work for Crisis Worker II's, shall consist of no more than one hundred and fifty-two point eight (152.8) hours in a four (4) week averaging period, which in one year equals one thousand four hundred and sixty (1460) hours.

The regular daily hours of work shall be eight (8) consecutive hours per shift, including a paid meal period, with a four (4) day work period followed by a four (4) days of rest).

Grandfathered employees will have the option to work up to 1825 hours at regular pay per year.

Prior to the casual scheduling meeting the grandfathered employees will have the option to pick shifts by seniority up to full time hours, one thousand eight hundred and twenty five (1825) hours, over four (4) week rotation.

Employees that pick up additional shifts shall have the option to bank the time or receive pay.

**A monthly salary shall be paid to Grandfathered employees based on one thousand four hundred and sixty (1460) hours worked.**

**This Letter of Understanding shall be in place for the term of the Collective Agreement April 1, 2015 to March 31, 2019, and/or until a new Collective Agreement has been negotiated.**

**Should the Employer receive additional funding that could enhance the hours of work of the Grandfathered Employees as listed, the Employer and the Union shall meet to negotiate the details.**

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

**Signed on behalf of:  
PA Mobile Crisis Unit  
Co-Operative Ltd**

---

**Katherine Sym  
Chairperson**

---

**Bill Bray  
President of the Board**

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**Jeff Clarke  
Co - Chairperson**

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**Vicki Bird  
Director**

---

**Tricia Patey  
Bargaining Committee**

---

**Laura Scott  
Consultant**

---

**Shelby Steward  
Bargaining Committee**

---

**Audrey Yaremy  
Labour Relations Officer**

## SIGNING PAGE

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and PRINCE ALBERT MOBILE CRISIS UNIT CO-OPERATIVE LTD.** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

Signed on behalf of:  
PA Mobile Crisis Unit  
Co-Operative Ltd

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Katherine Sym  
Chairperson

---

Bill Bray  
President of the Board

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Jeff Clarke  
Co - Chairperson

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Vicki Bird  
Director

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Tricia Patey  
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Audrey Yaremy  
Labour Relations Officer