EARLY CHILDHOOD INTERVENTION PROGRAM REGINA REGION INC.

April 1, 2012 –
March 31, 2016

COLLECTIVE AGREEMENT

SGEU

PAGE

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SIGNING PAGE

Articles of an Agreement made in duplicate this 20 day of February, A.D. 2014.

BETWEEN

THE EARLY CHILDHOOD INTERVENTION PROGRAM REGINA REGION INC.,
hereinafter referred to as "the Employer"

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART.

ARTICLE 1 PREAMBLE

Both parties agree to support the principle of a collective working atmosphere in the office and agree that while matters of management remain the responsibility on the Employer, changes affecting the working conditions on the employees will be done with consultation with the intention of reaching mutual agreement where possible. Both parties recognize that employees are willing to assume the collective responsibility of ensuring that assigned tasks are carried out.

ARTICLE 2 DEFINITIONS

A Day shall be defined as seven and one-half (7 1/2) hours.

Basic Work Week will be the five day period from Monday to Friday.

Benefits include Workers' Compensation Pay Supplement, Personal Property Loss, Salary Continuance Insurance, Group Life Insurance, Extended Health Care, Employee Benefits Package and the Pension Plan.

Casual Employee means an employee who works less than full-time and is called in as required and works on an hourly basis.

Contract and/or Project Worker means a short-term employee hired for a specific project. Such specific project shall not be the work of the bargaining unit, but working conditions shall be negotiated in each instance.

Employee or **Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 3.

Employer means Early Childhood Intervention Program, Regina Region Inc.

Executive Director is the manager of the program, human and financial resources of the Early Childhood Intervention Program, Regina Region Inc.

Fiscal Year is defined as April 1st to March 31st of any year.

Full-Time Employee means an employee who has been appointed to a full-time position.

Hiring Committee means a committee comprised of at least one Employer member, ~~one~~ **the** Executive Director, and a minimum of one employee.

Job Description means a relatively detailed, official statement setting forth the duties, responsibilities, and qualifications required which are specifically related to a particular job, and the same schedule of pay can be applied to all jobs requiring the same specifications.

A **lay-off** shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

Overtime is defined as all hours worked in excess of the basic work week shall be paid at the rate of one and one-half times the normal rate of pay or taken as time in lieu at overtime rates. All hours worked on a statutory holiday shall be accumulated in accordance with Article 15.2 as mutually agreed to by the employee and the Executive Director.

Part-Time Employee means an employee who works regularly scheduled less **but** than full-time hours.

Pay Administration – The wage schedule covering employees occupying positions in the classification plan shall be set out in Schedule A, forming part of this Agreement.

Pay Plan is as contained in this Collective Agreement.

Permanent Employee means an employee who has successfully completed the required probationary period.

Personnel Committee means a committee comprised of Early Childhood Intervention Program Board members and shall be mandated to deal with all matters pertaining to employees, including negotiations, working conditions, hours of work, etc.

Plural or Masculine/Feminine Terms May Apply: Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.

Promotion means the movement of an employee from a position in one (1) classification to a position in another classification with a higher maximum salary.

Seniority is defined as the number of hours worked exclusive of overtime, but including leaves of absence in which seniority is accrued, from the date of initial employment with the Employer and the employee being paid by the Employer.

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*.

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.

Ten Week Period – When an employee works overtime, they must use the accumulated time off by the end of the ten week period beginning the first day of the month immediately following the month in which it is worked.

Transfer means the movement of an employee from one (1) position to another in the same or different classification with a salary range having the same maximum.

Union means the Saskatchewan Government and General Employees' Union representing the employees of Early Childhood Intervention Program, Regina Region Inc.

Union Bargaining Committee means representatives duly elected from the membership of SGEU of the Early Childhood Intervention Program Regina Region Inc.

Vacation is time accrued on the basis of time worked for the purpose of annual holidays.

Vacation Year means the twelve (12) month period commencing on the anniversary date of hiring for each employee.

Wage schedule covers employees occupying positions in the classification plan as set out in Schedule A, forming part of this Agreement.

ARTICLE 3 SCOPE

3.1 The terms of this Agreement shall apply to all employees of the Early Childhood Intervention Program Regina Region Inc. which includes the Touchwood ECIP. Except: The Executive Director.

ARTICLE 4 UNION SECURITY

4.1 **Recognition**

The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees. The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the working conditions between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.

4.2 No employees 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**s** shall supply the Union with a list of its officers **with whom** they may be required to transact business.

4.3 **Work of the Bargaining Unit**

Except in the 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. Occasionally, the Executive Director may be required to carry a caseload.

4.4 **Contact at Work**

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

4.5 **Leave for Union Office**

The Employer and the Union may mutually agree to grant a leave of absence, without pay, for up to one (1) year to employees who have been elected to a full-time office or position in the Union.

Further leave shall be granted upon request by the employees involved. All seniority and benefits shall be maintained by the employee during the leave of absence.

4.6 **No Contracting Out**

The Employer agrees that all existing work or services performed by the bargaining unit shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employee, except where mutually agreed by the parties.

4.7 **Non-Discrimination**

Human Rights: The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of 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, religion, political affiliation or activity, sexual orientation, socio-economic status or marital status, family relationship, place of residence, physical handicap, nor by reason of their membership or activity in the Union, or mode of dress and physical appearance (or any other reason within the context of human rights).

4.8 **Refusal To Cross Picket Lines**

The Employer agrees that no employee shall be required to cross a picket line or to handle goods from an employer where a lawful strike or lock-out is in effect. The Employer agrees that it will not request, require or direct employees to perform work resulting from strikes that would normally have been carried out by employees involved in the strike(s).

4.9 **Political Action**

No employee shall be disciplined for participating in any political action.

4.10 **No Reprisals From Work Stoppages**

The Employer agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a penalty against any person because they are engaged in any activity related to a lawful work stoppage.

4.11 **Union Membership**

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

4.12 Union Dues

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

b) The employer shall provide with the dues submission a list of names, classifications and addresses of those who incurred the deductions.

c) The employer shall inform the Union of any new hires, resignations, or retirements which occurred during each month. The notification shall state the date in which the change occurred. The employer shall provide the information electronically. The Union shall provide the electronic template to the employer.

4.13 **Income Tax T-4 Slips**

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.

4.14 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect.

A representative of the Union shall be given one (1) hour to acquaint new members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

4.15 **Bulletin Boards**

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

4.16 **Cash Shortage**

An employee handling cash shall not be responsible for shortages, except in the case of criminal negligence.

4.17 **Temporary Out-of-Scope Appointment**

An employee who is temporarily filling an out-of-scope position shall continue to have union dues deducted from their pay cheque and shall be entitled to all benefits and rights afforded by this Agreement. No employee shall be appointed to an out-of-scope position without their consent except in cases of emergency.

4.18 **Union Meetings**

The Employer agrees that employees have the right to meet and discuss regular Union business at the workplace during working hours of three (3) hours per employee in any one (1) month. Union business excludes bargaining and grievance procedures.

4.19 The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government and General Employees' Union when dealing or negotiating with the employer. A representative shall have reasonable access to the employees, during working hours, in order to investigate and assist in settling any grievances.

ARTICLE 5 LABOUR/MANAGEMENT RELATIONS

The parties agree to establish a union/management committee consisting of two employer representatives (one being the Executive Director) and two union representatives. The committee will draft a letter of understanding outlining their terms of reference to be approved by the respective members.

The Union shall be entitled to have a representative present at all board meetings except during In Camera discussions.

5.1 **Union Business**

The Employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

a) That employees shall be granted leave of absence with pay to attend all decision-making conventions and conferences of the SGEU to which they are delegates.

b) That employees shall be granted leave of absence with pay to attend Union education courses.

c) That employees elected to office within the SGEU or to any of the union centrals to which SGEU is affiliated shall be granted leave of absence with pay to attend to those duties.

d) That all employees shall receive leave of absence with pay and without loss of benefits for all time required to participate in the Union. The Union recognizes the Employer's programs and that union leave will not adversely affect programs.

e) The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under Article 5.1 (a) to (d).

f) Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 5.1(a) to (d).

5.2 **Stewards**

There shall at least be one (1) steward elected by the employees in the work place to see that the provisions of this Agreement are adhered to.

5.3 **Recognition**

The Employer recognizes the steward(s) elected by the Union.

5.4 **Without Loss of Pay**

The steward(s) shall investigate and process grievances or confer with representatives of the Union during working hours without loss of pay. In such cases, the steward shall use a reasonable amount of time and shall not adversely affect programming.

5.5 **Legal Costs**

The Employer shall pay all legal costs arising out of the defense of an employee charged in any court as a result of performing their duties within the scope of their employment.

5.6 **Permission to Leave Work**

a) Any employee who feels that they have been aggrieved or any employee with relevant grievance information shall receive permission from the Executive Director to leave temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.

b) The employer agrees that a steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.

5.7 **Function of Union Bargaining Committee**

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

5.8 **Hiring Committee**

The hiring of employees shall be initiated by the Executive Director who will convene a Hiring Committee which shall consist of a minimum of one (1) Employer member, the Executive Director, and a minimum of one (1) employee. The Hiring Committee will make recommendations to the Employer who will make the final decision. The employee representative shall be chosen by the employees.

5.9 **Employer Shall Notify Union**

The Employer **shall communicate with the staff, including the bargaining committee** any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this bargaining unit. **This shall be done**

prior to final approval by the board. This article does not apply in cases of hiring, firing or disciplinary matters.

5.10 **New Policies**

a) **Management shall discuss with the employees of any new policy prior to implementation**

b) **The policies shall be posted at all times in a central location for all staff to read**

c) **No employee shall be disciplined on a policy if Article 5.10 a) and 5.10 b) have not been followed.**

5.11 **Copies of Motions**

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

ARTICLE 6 LAY-OFF AND RECALL

6.1 **Structural Change**

No structural change which would eliminate a staff position shall be made without **prior** negotiation **with the Union.**

6.2 **Conditions Required for Lay-Off**

Once notice is given by the Employer that program termination and/or declining revenue may require a reduction in expenses with consideration to staff lay-offs, **the Executive Director, the Chair of the Finance Committee and two members from the Bargaining Committee shall meet** to make recommendation to the Board of Directors.

a) Any lay-off of workers shall be solely for reasons of declining income defined as an emergency financial situation beyond the control of the Employer.

b) The **above named** will be empowered to **review** the finances of the organization **to develop recommendations for the Board** with first, consideration given to cutbacks in non-staff related expenses.

c) Work plans shall be amended to reflect reduced staff numbers.

6.3 **Leave to Attend to Employment Matters**

When an employee is to be laid off, they shall be allowed the equivalent of one (1) day off during the last thirty (30) calendar days of their employment to look for other work or to attend job interviews.

6.4 **Role of Seniority in Lay-Offs**

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

6.5 **Recall Procedure**

a) Employees shall be recalled in order of seniority.

b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority. If the employee rejects three call-backs, then their name shall be removed from the re-employment list.

c) Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off, for two years following the date of lay-off.

d) Employees shall be given ten (10) calendar days' notice of recall in **either writing or by email, with a copy to the Union.**

e) It is incumbent upon the employee to provide an up-to-date address and phone number to the Employer while on lay-off.

f) The employee shall give notice of acceptance/rejection of any call-back within seven (7) calendar days.

6.6 **No New Employees**

New employees shall not be hired until those laid off have been given an opportunity of recall according to Article **6.5.**

6.7 **Length of Recall**

An employee shall be on the recall list for a period of **twenty-four (24) months**.

6.8 **Recall List**

In the case of lay-off or other reasons established within the contract, a recall list, based on seniority by job classification shall be established and copies of current recall lists shall be maintained by the Employer.

In the case of re-employment after extensive leave of absence due to other reasons beside lay-off, the employees will be placed on the recall list based on seniority by job classification. If the individual is unable to assume the duties of the job classification, the parties will where possible negotiate the accommodation of the employee.

6.9 **Advance Notice of Lay-Off**

The Employer shall notify employees who are to be laid off as determined under the notice provisions of *The Labour Standards Act*. A copy of the notice of lay-off shall be sent to the Union. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

6.10 Seniority of an employee shall resume on being rehired, if he has not been out of the employ of the Employer for a period exceeding twenty-four (24) months in duration.

ARTICLE 7 DISMISSAL, SUSPENSION, DISCIPLINE

7.1 An employee may be dismissed or suspended, but only for just cause, and only upon the authority of the Executive Director and/or the Board of Directors. In the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:

a) Complaints

Complaints from clients or individuals from outside the Agency regarding the work performance of an employee must be made in writing to the Executive Director. The Executive Director will verify all complaints through follow-up discussion with the author. If any action is taken with regard to such complaint, including entering the complaint on the employee's file, the employee being complained of must be notified within twenty (20) working days of the receipt of the complaint.

If any action is taken with regard to such a complaint, including entering the complaint on the employee's file, the employee may initiate a grievance or submit a written statement replying to the complaint which shall be appended to the complaint.

b) Counselling Interview

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

c) Verbal Reprimand

The Executive Director will verbally outline to the employee any reasons for the reprimand, how they should correct their work or conduct, and what will happen if their misconduct continues. There is no official written report of an oral reprimand. A shop steward shall be present as a witness.

d) **Letter of Reprimand**

If an employee displays no positive response to the verbal reprimand, the Executive Director shall reprimand that employee by means of a letter of reprimand to the employee within thirty (30) calendar days of the event of the complaint. Such letters shall become part of an employee's record (subject to Article **7.6).** Letters of reprimand will be forwarded to the Union.

e) **Suspension**

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

f) **Dismissal**

Dismissal shall be effected by the Board of Directors or by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. The Employer shall give a minimum of one (1) weeks' notice in writing or pay in lieu of such notice (except in case of dismissal for gross misconduct) to employees with up to six (6) months of service, two (2) weeks' written notice to employees with six (6) months to one (1) year of service, and thirty (30) days' written notice after one (1) year of service. Subject to Article 4.7, casual employees who have worked less than one hundred and sixty (160) hours may not grieve termination due to general unsuitability.

7.2 **Right to Have a Steward**

Where the Executive Director intends to interview an employee for disciplinary purposes, the Executive Director shall so notify the employee forty-eight (48) hours in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.

A steward or local union officer shall have five (5) working days to consult with a SGEU staff representative and has the right to have them present in any discussion with the supervisory personnel which might be the basis of disciplinary action.

7.3 **Burden of Proof**

In all cases of discipline, proof of just cause shall rest with the Employer.

7.4 **Records of Employees**

Personnel records of an employee shall be open to their scrutiny upon request.

a) The employee shall request access from the Executive Director or their designate, during the Executive Director's regular working hours.

b) The employee is permitted to make notes or copies from their personnel file.

c) Shop stewards shall have access to an employee's personnel file on the employee's written request.

d) Employees may add any pertinent information to their files.

e) Records of disciplinary action of an employee shall be removed from an employee's personnel file after twelve (12) months following a disciplinary action, unless the employee is again disciplined for the same reason within the twelve (12) month period.

7.5 **No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. Such job or equipment is not to be re-assigned until the Occupational Health Committee is satisfied with safety modifications.

ARTICLE 8 GRIEVANCE PROCEDURE

8.1 Definition of Grievance

Grievance is defined as any dispute between the employee and/or Union and the Employer arising out of an interpretation, application or alleged violation of the Collective Agreement and/or working conditions of employment.

8.2 Policy Grievance

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

8.3 Union May Institute Grievances

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

8.4 Stewards

a) The duties of a steward, when requested by the member(s) of the bargaining unit, shall be to represent the member(s) during all stages of the dispute, including investigation, preparation and presentation of the grievance in accordance with the Grievance Procedure.

b) Stewards may investigate disputes and grievances on work time provided they make appropriate arrangements with the supervisor(s) involved. Their absence shall not unreasonably interfere with the operation of the Employer. Approvals shall not be unreasonably withheld.

8.5 Names of Stewards

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

8.6 Permission to Leave Work

a) Any employee who feels that she has been aggrieved or any employee with relevant grievance information shall receive permission from her supervisor to leave

work temporarily, for a reasonable period of time, without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements, other arrangements shall be made on work time, as soon as possible.

b) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints. No overtime shall by accrued by the above for these discussions.

8.7 Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance.

a) Attempts to resolve the dispute shall be done through a meeting with the Executive Director or her designate.

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

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

Step 1 – Filing a Grievance

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

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

Either party may request a meeting to discuss the matter at any time during Step 1.

Step 2 – Meeting

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

Upon mutual agreement of the parties, additional meetings may be required.

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

The meeting will:

- Attempt to ascertain the facts and negotiate a resolution.
- If possible, agree to a joint statement of facts.
- Based on the meeting the SGEU Agreement Administration Advisor and the Executive Director may agree in writing to mediate the disputes.

If settlement is not reached at the Step 2 meeting, the Executive Director shall render the decisions in writing within fifteen (15) calendar days of the meeting.

Step 3 – Mediation

If settlement is not reached at Step 2, the parties may mutually agree to apply for Mediation within thirty (30) calendar days.

Step 4 – Arbitration

If settlement is not reached at Mediation, the SGEU Labour Relations Officer within thirty days (30) calendar days may apply for Arbitration.

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

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

8.8 Special Measures

a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.

b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

8.9 **Deviation from Grievance Procedure**

After a grievance has proceeded to Step 1 by the Union, neither the Employer's representatives nor the grievor shall enter into discussions or negotiations with respect to the grievance either directly or indirectly with the other party.

8.10 **Failure to Act Within Time Limits**

Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to the limits. The matter shall automatically be advanced to the next step if there is no justifiable reason established.

8.11 **Changes to the Agreement**

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

ARTICLE 9 MEDIATION-ARBITRATION

9.1 **Mediation**

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

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

9.2 **Selection of a Mediator**

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

9.3 **Role of the Mediator**

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

9.4 **Rules Applicable to Grievance Mediation**

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

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

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

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

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

The parties will agree at mediation the extent to which the resolution will be kept confidential or shared.

Whenever possible, the Parties will have the authority to conclude a settlement at mediation. When it is not possible and outside approval is required it shall be disclosed at the outset of the mediation.

At the conclusion of the mediation, once a potential resolution is achieved, the parties will advise as to whether or not they are prepared to recommend and sign the recommendation.

9.5 **Grievance Mediation Process**

The mediator will provide an introduction of the mediation process.

The parties to the mediation will determine the process in consultation with the mediator.

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

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

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

9.6 **Arbitration**

a) **Selection of an Arbitrator**

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

b) **Procedure**

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

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

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

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

i) If called by the Employer, leave without loss of pay and expenses paid by the Employer.

ii) If called by the Union, leave in accordance with Article 5.1 and expenses paid by the Union.

iii) If called by the arbitrator, the parties shall share equally the costs.

c) **Decision of the Arbitrator**

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

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

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

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

d) Expenses of the Arbitrator

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

ARTICLE 10 HOURS OF WORK

10.1 **Early Childhood Interventionists**

a) Permanent Full-time Early Childhood Interventionists shall work a self-scheduled thirty-seven point five (37.5) hour week Monday to Friday as regulated by program requirements.

b) In accordance with Article 15.1 the basic work week will be reduced by 7½ hours for each designated holiday taken during that period.

c) Permanent Part-time Early Childhood Interventionists are those employees who work at least 18.75 hours per week but less than 37.5 hours per week in any one week period, as regulated by program requirements, Monday to Friday.

d) **If arrangements cannot be made to serve the client family's needs within office hours, the** Early Childhood Interventionists **are required to provide family contact outside of these hours.**

10.2 **Administrative Associates**

a) Permanent Full-time Administrative Associates shall work thirty-seven point five (37.5) hours in any one (1) week work period Monday to Friday.

b) Permanent Part-time Administrative Associates are those employees who work at least 18.75 hours per week but less than 37.5 hours per week in any one week work period with

a maximum of seven (7) hours and thirty (30) minutes per day, Monday to Friday.

10.3 **Rest Periods**

Each employee shall be allowed two (2) fifteen (15) minute rest periods per day worked.

10.4 **Job Sharing**

a) All job sharing arrangements must be negotiated between the employer and the Union. A letter of agreement shall be drafted between the parties determining the following:

- Hours of work and overtime.
- Accrual of seniority and benefits.
- Time frame of job sharing, e.g. minimum of six months and maximum of one year and/or extensions allowable.
- Notice period required to end the job sharing prior to original expiry date.

b) The position to be job shared is maintained as a permanent, full-time position.

c) If a full-time position becomes vacant as a result of the job sharing arrangement, that position is also maintained as a permanent, full-time position.

d) Job sharing should be initiated by the interested employee(s), not by the Employer. It must be approved by both the Union and the Employer, with both parties signing a letter of agreement defining the terms of the job share arrangement, prior to commencement of the job share position. The job shared portion of the job sharing shall be posted in the bargaining unit for competition.

e) Each participant in a job-sharing arrangement must remain eligible for Employment Insurance and Canada Pension coverage.

ARTICLE 11 OVERTIME

11.1 **Permanent Full-time Early Childhood Interventionists**

All time worked outside of the hours in a basic work week and approved by the Executive Director shall be considered overtime.

11.2 Administrative Associates

All hours in excess of 37.5 hours per week or 7.5 hours per day and approved by the Executive Director shall be considered overtime.

11.3 Working through breaks unless required by client services and any changes to the schedule must be made by mutual agreement with the Executive Director, and will not incur overtime.

11.4 Overtime shall accumulate at a rate of 1 ½ times straight time. It will be calculated at the end of each calendar month.

11.5 Compensation for Overtime

The choice of pay out or banking of the overtime as time in lieu shall be mutually agreed upon by employer and employee.

11.6 Time in Lieu Arrangements

a) Time in lieu will be taken by employees within ten (10) weeks of being earned unless otherwise mutually agreed between the employee and the Executive Director. Outstanding balances at the end of the ten (10) week period may be carried over to the next period or paid out at the discretion of the Employer.

b) No employee shall be required to work time in lieu against their wishes.

c) The ten week period will commence at the beginning of the calendar month immediately following the calendar month in which the overtime was worked.

d) No more than five (5) consecutive days of accumulated time in lieu shall be taken without prior consultation with the Executive Director.

e) All time in lieu shall be paid out upon separation from employment.

ARTICLE 12 SENIORITY

12.1 **Seniority of Less Than Full-Time Employees**

Seniority of less than full-time employees shall be based on actual hours worked.

12.2 **Seniority Lists**

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

12.3 **Loss of Seniority**

Seniority shall be broken for the following reasons:

a) Dismissal for cause and is not reinstated.

b) Resignation in writing not withdrawn within seven (7) days of its submission.

c) If laid off for a period longer than two (2) years.

d) Failure to indicate 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.

12.4 **Leave of Absence**

All employees shall continue to accumulate seniority on any authorized leave of absence paid or unpaid, unless otherwise specified.

ARTICLE 13 APPOINTMENTS AND STAFF CHANGES

13.1 **Job Postings**

a) New positions or vacancies of a full-time or less than full-time nature, shall be posted on the Union bulletin board in the office for at least five (5) working days. Outside advertising may be carried on simultaneously.

b) Subject to Article **6.6**, no new employees shall be hired until the applications of present employees and those on the re-call list have been fully processed and considered.

c) Copies of such notice shall also be sent to employees on the recall list.

13.2 **Information on Posting**

The bulletin shall set out the following information:

a) name of position

b) a brief description

c) qualifications required

d) salary

e) hours of work

f) deadline date for application and other pertinent information

13.3 **Notification of Applicants**

a) The Employer shall notify the Union Committee of the applicants for the job and of the seniority of the applicants.

b) The Union shall have the right to have an observer present during all in-house competition interviews.

13.4 Interviews shall be structured by the Hiring Committee and shall be set at a time convenient to representatives of the Hiring Committee.

13.5 After all interviews are completed, the Hiring Committee shall select the new employee. Where approval is not unanimous, majority vote shall rule. Such decision when realized will be submitted to the Employer for final approval.

13.6 Meetings of the Hiring Committee shall take place during regular working hours whenever possible and the employee's representatives on the Hiring Committee shall suffer no loss of pay. Time so spent shall be considered part of the work week.

13.7 **Promotions or Appointments**

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

13.8 **Notification of Successful Competition**

a) The Employer shall notify the Union of the appointment of the successful applicant.

b) Each employee shall be provided with a letter of appointment, including a copy of this Agreement and the terms of employment upon hiring.

13.9 **Probationary Periods**

a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of six (6) months from the date of appointment.

b) Employees hired into part-time positions upon initial appointment shall serve a probationary period of 900 hours from the date of appointment.

c) Employees shall receive a verbal performance evaluation at the half-way point of any probationary period with the Executive Director. There shall be no record of this meeting placed on the employee's file. The employee shall have the right to have their Shop Steward present.

d) Employees shall receive a written performance evaluation at the end of any probationary period with the Executive Director. (A copy will be given to the employee).

e) **Initial Trial Period**

While on initial probation, employment may be terminated for any reason of general unsuitability by the Chairperson of the Board or designate, with the consent of the Board of Directors. Employees are restricted to grieving violations of Article 4.7.

f) **Promotion Probation**

Upon promotion, employees shall serve a probationary period of three (3) months from the date of appointment. Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, they shall be returned to their former position with no loss of seniority.

13.10 **Completion of Probationary Periods**

At the successful completion of the initial probation, the employee shall be informed in writing of their permanent status.

ARTICLE 14 JOB SECURITY

14.1 **Present Conditions and Benefits**

All rights, benefits, privileges and working conditions which employees enjoyed, received or possessed at the time of certification, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the employer and the Union.

14.2 **Long Term Disability or W.C.B. Leave**

a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work, subject to Article 14.3.

b) Employees who are fit to return to work shall be reinstated in their previous position.

c) Employees on such leave shall retain seniority at the same level as when leave commenced.

d) The employer and the Union agree to attempt to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.

e) Employees on such leave will contact the Executive Director once monthly to indicate their progress and the prospects of their return to work.

14.3 **Prolonged Leave of Absence (LTD)**

a) A permanent employee suffering prolonged illness shall, on application, be granted definite leave of absence for a period of up to two (2) years.

All benefits of the Collective Agreement, except vacation, shall accrue and be paid by the employer during the first two (2) years of leave under this clause.

b) A permanent employee requiring leave of absence beyond that granted under a) above shall be granted an indefinite leave of absence. Upon conclusion of the indefinite leave, the employee shall have their name placed on the re-employment list, pursuant to the normal provisions of Article 6.6.

An employee on indefinite leave may voluntarily contribute benefit plans premiums.

ARTICLE 15 DESIGNATED HOLIDAYS

15.1 For the purposes of this Agreement, designated holidays shall mean New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, **Saskatchewan Day,** Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, working days between Christmas and New Year's, five (5) working days following Easter, plus one individual Floating Holiday per fiscal year to be taken at a time mutually agreed between the parties, and any other

statutory holiday as proclaimed by the Federal, Provincial or Municipal Governments.

15.2 **Working on a Holiday**

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

ARTICLE 16 VACATION

16.1 **Annual Vacation**

a) Annual vacation for full-time employment shall be earned at the rate of fifteen working days per year, increasing at the rate of one additional day per year after the first year, except for year five (5) where the full-time employee shall earn two (2) days, the one day per year accumulation shall then continue to a maximum of 30 days. ("Day" refers to one working day within the standard work week from Monday to Friday):

Years of Service	Annual Vacation in working days
1	15
2	16
3	17
4	18
5	20
6	21
7	22
8	23
9	24
10	25
11	26
12	27
13	28
14	29
15 or more	30

b) If an employee wishes to take up to five (5) consecutive days of vacation time, a written request must be submitted to the Executive Director no less than five (5) working days prior to the commencement of the proposed vacation. For vacation of six (6) or more days, written requests must be submitted to the Executive Director no less than ten (10) working days prior to the commencement of the proposed vacation.

c) When any statutory holiday or customary civil or local holiday falls on a regular working day within an employee's annual vacation, they shall be granted one additional day of vacation.

16.2 **Carry-Over of Vacation**

The vacation entitlement contained herein will be taken by all the employees annually, however, subject to the provision that the employees make application to the Employer for carry-over of entitlement to the following year, carry-over of up to five days shall be approved. Consideration will be given for carry-over in excess of five days at the discretion of the Executive Director.

16.3 **Vacation Schedule**

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

a) Granted bereavement leave; or

b) Granted sick leave; or

c) Granted other approved leave of absence; or

d) When a statutory holiday falls on a day during an employee's vacation period.

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

16.4 **Vacation Pay on Termination**

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 such earned vacation.

16.5 **Unbroken Vacation**

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

16.6 **Continuous Employment**

For purposes of calculating vacation entitlement, continuous employment shall be defined from the initial employment date, and shall be broken for the following reasons:

a) Dismissal for cause and is not reinstated.

b) Resignation in writing and not withdrawn within seven (7) days of its submission.

c) Is laid off for a period longer than two (2) years.

d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) working 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.

16.7 **Vacation During First Year**

Employees may take vacation leave prior to completion of one year of service with the permission of the Executive Director. Employees are eligible to use only accumulated vacation credits, unless where mutually agreed between the parties, an employee may borrow on future unearned vacation credits.

ARTICLE 17 SICK LEAVE

17.1 **Annual Paid Sick Leave**

Sick leave credits shall accumulate from the date of employment on the basis of ten (10) hours per month. If required, an advance of up to 50 hours shall be granted.

For less than full time employees, sick leave will be accumulated on a pro-rated basis based on hours of work.

17.2 **Accumulation of Annual Paid Sick Leave**

The unused portion of an employee's sick leave shall accrue for their future benefits.

An employee shall accumulate sick leave days from year to year up to a maximum of thirteen hundred and fifty (1350) hours. Sick leave days shall only be used if Short Term Disability and Long Term Disability benefits are not applicable.

17.3 **Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days, exclusive of holidays, absent for sick leave. All hours absent on account of illness shall be deducted from accumulated sick leave credits.

17.4 **Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three (3) consecutive days. If a medical certificate is required, such a certificate will be requested during such illness, and will be paid for by the employer if a charge to the employee is incurred for such.

17.5 **Sick Leave Records**

An employee's accumulated sick leave credits shall be made available to each employee(s) upon request.

17.6 **Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall retain their existing accumulated credits at the time of such leave or lay-off.

An employee shall continue to accumulate sick leave credits for a maximum of one year during a leave of absence or lay-off.

An employee who is hospitalized at the time that a leave of absence without pay becomes effective, or lay-off occurs, shall be entitled to claim use of accumulated sick leave for the duration of the hospitalization to the extent credits provide.

An employee who is ill at the time a leave of absence without pay concludes or at the time of recall to work following lay-off, shall be entitled to claim use of accumulated sick leave credits for the duration of the illness or to the extent credits provide.

17.7 **Return From Indefinite Leave**

An employee on indefinite leave for medical reasons may be required to provide a medical certificate that confirms the employee's ability to return to work. This certificate is to be provided prior to the employee's name being placed on the recall list.

ARTICLE 18 LEAVE OF ABSENCE

18.1 An employee may, for valid reasons, be granted a definite leave of absence without pay, for up to one (1) year, with no loss **to** job security. The Employer agrees, where required, that employees will be replaced when on any approved leave for the length of the leave. This leave shall be approved by the Executive Director and/or the Personnel Committee.

18.2 **Full-Time Union Duties/Public Duty**

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 period of up to one year. Such leave may be renewed each year during the term of office.

An employee who is elected to public office shall be granted unpaid leave of absence for a period of up to one (1) year; such leave may be renewed each year during the term of office.

18.3 **Discretionary Days**

Employees shall be granted five (5) days paid leave per fiscal year. Such leave may be for the purposes of Medical Care, Pressing Necessity, Family Obligations, Mental Health, or days important to employee's based on religion, culture or ethnicity.

18.4 **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee **upon the death in the employee's immediate family. The** leave shall consist of three (3) days per occasion. This leave is non-cumulative.

a) **The term "immediate family" refers to the employee's spouse, child, parent, sibling, grandparents, grandchild, in-laws, niece, nephew, aunt, and uncle. For a person felt to be an equivalent to any of these relationships, mutual agreement between the Executive Director and employee must occur.**

b) An employee shall be granted an additional five (5) regularly scheduled consecutive work days, without loss of pay or benefits in the case of the death of a spouse, including domestic partner, or child.

c) Employees shall be granted up to one (1) day for the funeral of a neighbor, friend, or associate. The time shall be deducted from the employee's vacation or discretionary leave at the employee's discretion.

d) An employee shall be granted additional unpaid leave of absence where the death or serious illness occurs and travel is required. The leave shall be fair and reasonable.

e) Additional unpaid leave may be granted upon request.

18.5 **Maternity/Parental/Adoption Leave**

a) Maternity Leave:

An employee who has completed twenty (20) weeks of continuous employment, without a break in service, who makes application at least one (1) month in advance of the estimated date of confinement shall be granted leave.

b) Parental Leave or Legal Adoption Leave:

An employee who has completed twenty (20) weeks of continuous employment without a break in service and who makes application at least one (1) month in advance of the requested commencement date shall be granted Parental/Adoption Leave. In exceptional circumstances, at the discretion of the Executive Director, the one (1) month notice may be waived.

c) Length of Leave:

i) The employee shall be entitled to up to one (1) year unpaid Maternity/Parental/Adoption leave. Such leave may commence at any time during the pregnancy or after the birth of the child, according to the wishes of the employee.

ii) Additional parenting leave of up to one year without pay shall be granted if requested by the employee.

iii) An employee to whom Maternity/Parental/Adoption leave has been granted pursuant to this Article and who intends to resume their employment with the Employer after the birth/adoption shall, at least thirty (30) days prior to the day on which they intend to resume their employment, notify the Executive Director in writing of their intention to do so.

iv) With the consent of the Employer and thirty (30) days written notice, an employee shall be entitled to return from maternity leave in advance of the expiry of the leave;

d) Right to Maternity Leave:

Maternity/Parental/Adoption leave shall be considered a right. No employee shall be laid off or otherwise adversely affected in their employment because of their pregnancy.

e) Right to Alternate Work:

The pregnant employee has the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee if they so choose shall be entitled to alternate work if available.

f) Entitlement to Sick Leave:

Employees shall be entitled to sick leave where an employee has a medically substantiated need to be absent from work for health reasons related to pregnancy either before, on, or after the date of delivery, shall be allowed to access accumulated sick leave hours. A Medical Certificate may be required as per Article **17.4**.

18.6 Benefits While on Maternity / Parental / Adoption Leave

Employees on Maternity / Parental / Adoption Leave shall continue to accrue vacation leave credits and seniority during the first year of the leave.

Employees on Maternity / Parental / Adoption Leave may continue to participate in the health benefit plan. While on leave, the employee is required to pay the employee portion of the premiums.

Employees returning from Maternity / Parental / Adoption Leave shall be credited with the earned vacation leave upon return work. The employee may access the accrued vacation leave upon the completion of three (3) consecutive months of employment.

18.7 **Family Care Leave**

An employee shall be entitled to a leave of absence without pay for up to a maximum of three (3) months per fiscal year for the purpose of caring for a member of their immediate family. Extensions shall be at the discretion of the Executive Director.

18.8 **Jury Duty and Court Witness**

Time spent by an employee to serve as a juror or court witness shall be considered time worked at the appropriate rate of pay.

The Executive Director shall be informed of any required court appearances of any staff and all conduct monies received by any staff person shall be paid to Early Childhood Intervention Program Regina Region Inc.

18.9 **Benefits Earned While on Leaves of Absence Without Pay or Lay-Off**

a) While on leave of absence without pay, education leave, or lay-off, employees shall be entitled to earn benefits as follows:

i) For the first thirty (30) consecutive calendar days or less, all benefits except any designated holidays which fall in the period of leave.

ii) For the period of leave from thirty-one (31) days to the end of the leave – sick leave, seniority.

iii) The benefits provided under this article shall apply only if an employee returns to work at the expiry of their leave unless otherwise determined by the Employer.

b) During a leave of absence, an employee has the option to continue participating in the Health Benefit Plan. While on leave, the employee is required to pay the employee portion of the plan.

18.10 **Position Upon Return to Work**

a) Where a leave of absence is granted under this Article, the employee shall be reinstated upon their return to the position they occupied prior to going on leave.

b) Where their position is abolished during their absence, the employee shall be subject to the provisions of this Agreement which would have been applicable had they not been on leave at the time of abolition.

ARTICLE 19 EDUCATION LEAVE AND TRAINING

19.1 On-the-Job Training

a) Employees' attendance at **on the job** training sessions, including travel time, shall be considered as hours worked. The Board shall set an annual allotment for **staff** Education purposes at the time the board passes its annual budget.

b) All expenses, registration fees, travel, etc. will be paid in advance by the employer upon approval of application to the Executive Director for access to staff education funds. This extends to sessions outside of normal working hours. In the event that an approved event is cancelled or the Interventionist is unable to attend the event, advances paid, including per-diem shall be refunded to ECIP.

19.2 Seniority Accumulation During Education Leave

Employees granted leave of absence for education which will improve the employee's ability to perform their duties shall accumulate seniority during such leave to a maximum of one (1) year.

19.3 Education Leave

a) The Employer shall grant educational leave without pay as follows:

i) Short-term duration, from one (1) day to eight (8) weeks, shall be granted to any employee who requests it, provided that they apply two (2) months prior to the commencement of the proposed leave, and provided that arrangements can be made to ensure that the duties of the employee on leave can be covered.

ii) Medium-term duration, from nine (9) to sixteen (16) weeks, shall be granted to any employee who requests it, provided that they apply four (4) months prior to the commencement of the proposed leave, and provided that arrangements can be made to ensure that the duties of the employee on leave can be covered.

iii) Long-term leave, from seventeen (17) to fifty-two (52) weeks, shall be granted to any employee who requests it, provided that they apply six (6) months prior to the commencement of the proposed leave, and provided satisfactory arrangements can be

made to cover the duties of the person on leave. Long-term leave may be extended on a year to year basis, or portion thereof, until the educational program in which the employee is enrolled terminates.

b) Where more than one (1) employee in the office, or more than two (2) employees in the bargaining unit apply for leave during overlapping periods, then the applicant(s) with most seniority shall be preferred.

c) An employee returning from education leave shall be reinstated in their former position at the current rate of pay.

d) A practice of allowing five (5) days paid work related Educational Leave per fiscal year, outside of Article 19.1, shall be implemented. Less than full-time employees shall receive a prorated benefit of this clause.

19.4 **Writing Exams and Job Related Courses:**

An employee shall notify the Executive Director as soon as they are aware of the dates and times of examinations, and the Executive Director shall grant a leave of absence with pay and without loss of seniority to allow employees this time to write examinations to improve qualifications in the service. In the event the job related classes or workshops are attended by an employee on non-working hours, such persons will be recognized for their efforts at time and one-half (1 1/2) in lieu for all hours encompassed.

ARTICLE 20 PAY ADMINISTRATION

20.1 **Equal Pay for Similar Work**

Employees shall receive equal pay for similar work.

20.2 **Calculation of Sick Leave and Vacation**

The month that an employee commences employment shall be considered as a full month for the purposes of vacation and sick leave accumulations.

20.3 Employees shall be paid in advance for any pay periods that occur during vacation leave.

ARTICLE 21 JOB DESCRIPTIONS

21.1 **Job Descriptions Shall Be Submitted to the Union**

The Employer agrees to provide to the Union, job descriptions for all positions. All existing and new employees shall be supplied with a job description specific to all duties and expectations of the position.

21.2 **New Positions/Change in Existing Positions**

The introduction of new positions or any change **to core functions** in existing positions by the Employer shall be a matter of collective bargaining between the Employer and the Union. **Where agreement cannot be achieved the matter may be referred to the Labour Relations Board.**

21.3 **Manual of Job Descriptions**

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

ARTICLE 22 SAFETY AND HEALTH

22.1 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 An Occupational Health and Safety Committee, consisting of one (1) employee and one (1) member of the Employer, shall be established to meet and to co-operate in resolving all unsafe hazardous or dangerous working conditions. This Committee shall meet on a regular basis. Representatives of the Union shall suffer no loss of pay for attending such meetings.

22.3 **Right to Refuse or Stop Unsafe Work**

The Union shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they or a member of the Union believes that it would be unsafe or unhealthy to themselves, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay during the period of refusal. No employee shall be ordered or permitted to work on a job which another employee has refused until the matter is investigated by the Union and the Employer and satisfactorily settled.

22.4 **Injury Pay Provisions**

An employee who suffered a work related injury during working hours, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the day at their regular rate of pay, without deduction from sick leave. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

22.5 **Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident shall be at the expense of the Employer.

22.6 **First Aid**

Adequate first aid supplies shall be made available at all work sites. The Employer will provide a first aid kit and a winter survival kit for all vehicles used on program business and replace/replenish such kit as needed. All kits shall remain the property of ECIP and shall be returned to the Employer at separation.

22.7 **Disabled Worker Provision**

On request the Employer shall make every reasonable attempt to provide suitable alternative employment with no reduction in pay rates, when through injury, illness, or disability, an employee is unable to perform their normal duties.

22.8 **Recognition of Social Illness**

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

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment 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.

22.9 The Early Childhood Intervention Program Regina Region workplace shall be a non-smoking workplace. This includes all vehicles provided by the employer.

22.10 Travel Guidelines - The travel and driving guidelines contained in the staff manual shall be used as the basis, along with consultation with the Executive Director, for determining safe travel.

ARTICLE 23 HARASSMENT

a) **The Employer agrees that no form of harassment shall be allowed in the workplace. Harassment is any action by a person towards another person that any reasonable person would recognize as harassment and that is unwelcome. The Employer agrees to support its employees during the process of redress arising from work related situations:**

i) **Any complaint should be presented in an oral or written form to the Personnel Committee.**

ii) **The Employer recognizes the principle that it is its responsibility to maintain a harassment free workplace.**

b) **Personal Rights:**

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

23.1 **Sexual Harassment**

a) **Definition: Sexual harassment shall be defined as any unwanted sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:**

i) **unnecessary touching or patting;**

ii) **suggestive remarks or other verbal abuse;**

iii) **leering at a person's body;**

iv) **compromising invitations;**

v) **demands for sexual favours;**

vi) **physical assault.**

b) **Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.**

c) **No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.**

d) **The Employer recognizes the principle that it is its responsibility to maintain a discrimination-free workplace.**

ARTICLE 24 TECHNOLOGICAL CHANGE

24.1 **Introduction of Technological Change**

If a technological change is introduced which effects 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. The Employer and Union agree to engage in a full and reasonable discussion of the proposed changes.

24.2 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 effected by the technological change.

d) The effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

24.3 **Training**

In the event of technological change, the Employer may request an employee to upgrade or improve skills as required by the technological change at the Employer's expense. No permanent employee shall 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 25 EMPLOYEE BENEFITS

25.1 **Workers' Compensation Pay Supplement**

An employee prevented from performing their 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, the difference between the amount payable by the Workers' Compensation Board and their regular net salary, for a minimum of twelve (12) months.

An employee who has a claim approved by the Workers' Compensation Board, due to a work related accident, shall continue to be paid by the Employer at the rate of the compensation payment and the Employer shall receive reimbursement from the Workers' Compensation Board.

25.2 **Personal Property Loss**

Employees' personal property loss or damage during work shall be replaced or repaired at the expense of the Employer, providing the employee has not been negligent and the Executive Director has approved the use of the employees' property for ECIP purposes. This does not apply to employees' personal clothing or accessories. If insurance covers the loss or damage, the Employer will cover the deductible.

25.3 **Salary Continuance Insurance**

All employees must participate in the Short Term Disability and Long Term Disability Insurance program of the Early Childhood Intervention Program Regina Region Inc. after completing three (3) months continuous employment. Premiums are 100% employee paid.

25.4 **Group Life Insurance Plan**

All employees are required to participate in the Group Life Insurance Plan of the Early Childhood Intervention Program Regina Region Inc. after completing three (3) months continuous service.

The premium is paid in full by the Early Childhood Intervention Program Regina Region Inc.

25.5 **Extended Health Care**

Extended Health Care Insurance Plan provides for expenses not covered by Provincial Government Hospital and Medical Plans and is compulsory for all employees. Upon application, an employee's

coverage begins automatically on the eligibility date, provided the employee is at work on that date, otherwise it shall commence on the date the employee returns to active employment. Premiums are paid 100% by the Early Childhood Intervention Program Regina Region Inc.

25.6 **Prorata Clause**

All benefits of this Agreement shall, unless otherwise specified, accrue on a prorata basis to all employees.

Except in the case of prolonged leave of absence under Article 14.3, temporary employees hired to back-fill a position due to a leave of absence, shall not be entitled to benefits under Articles **25.3, 25.4 and 25.5** until after one year of employment. The incumbent, on leave of absence, shall be entitled to benefit coverage for the first year only of the leave.

Employees not entitled to benefit coverage under this Article may contribute benefit premiums on their own behalf.

25.7 **Benefits Package**

Participating employees will be provided with a brochure detailing the coverage in the Benefits Package. The Employer will not reduce or withdraw their contributions toward the employees' Benefits Package without prior negotiation with the Union.

25.8 **Pension Plan**

The Employer shall contribute to the employee's pension plan 4% of base salary, matched by the employee.

ARTICLE 26 TRAVEL AND ALLOWANCES

26.1 **Use of Employee Vehicle**

The Employer agrees to pay the mileage rate, as adjusted from time to time in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union for use of employee vehicle on program business.

It is also recognized that holding a valid Saskatchewan Driver's License is a condition of employment.

The employer will reimburse the employee upon submission of a receipt, the following expenses for their vehicle used on program business:

a) The difference between the cost of business and personal license plate coverage; and

b) The additional premium required to increase liability coverage to the amount of $2,000,000.00.

26.2 **Towing**

The Employer shall pay towing expenses from the point of vehicle breakdown, when the employee is on program business, to the nearest town that has a qualified mechanic that can do the repairs.

26.3 **Meal Rates**

The meal rate, as adjusted from time to time, in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union will apply for required program business.

26.4 **Parking**

The Employer agrees to provide parking for all employees for reserved and unreserved parking. Job share employees will share a single parking spot.

26.5 **Taxis/Rental Cars**

a) The Employer will pay cost of taxis or rental cars when required while employees are on program business, subject to the prior approval of the Executive Director.

b) If the employees vehicle breaks down while out of town on program business, and is towed as per **Article 26.2** the Employer will pay the cost of taxi or rental car to their residence.

26.6 **Accommodation**

The accommodation rates shall be actual and reasonable charges supported by a receipt.

When employees are required to share accommodations while on program business, rooms shall be shared by no more than two (2) employees.

26.7 Employees who arrange accommodation in a private home while out of town on program business will receive the rate in effect between the Public Service Commission and the SGEU.

ARTICLE 27 WAGE RE-OPENER

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

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

ARTICLE 28 TERMS OF AGREEMENT

28.1 Duration

This Agreement shall be binding and remain in effect from

April 1, 2012 to **March 31, 2015** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires amendment.

28.2 Notices of Changes

Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice in writing to the other party of the changes proposed.

28.3 Changes in Agreement

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

28.4 Grandfathering

Overtime balances existing at signing will be **grandfathered** to be paid out or taken as time in lieu at straight time at the discretion of the Employer.

APPENDIX A

RATES OF PAY

Schedule A shall be amended as follows:

Effective April 1, 2012, 1.6% shall be added to all wages:

Interventionist	$20.05
Administrative Assistant	$18.60

SIGNING PAGE

Early Childhood Intervention Program and the Saskatchewan Government and General Employees' Union Local 5269 hereby agree that the attached document shall form the Collective Agreement between the parties.

Signed on behalf of
Early Childhood Intervention Program

Kelly Richter

Melanie Olson

Signed on behalf of the
Saskatchewan Government &
General Employees' Union

Joan Anderson

Nicole Smith

Kathy Cook
Labour Relations Officer

Signed this 20 day of February, 2014.