

# RAINBOW YOUTH CENTRE

April 1, 2008 –  
March 31, 2013

**COLLECTIVE AGREEMENT**

**SGEU**

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**RAINBOW YOUTH CENTRE  
Local 5126**

**AND THE**

**SASKATCHEWAN GOVERNMENT AND GENERAL  
EMPLOYEES' UNION**

**April 1, 2008 - March 31, 2013**

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ARTICLES OF AN AGREEMENT made in duplicate this \_\_\_\_\_ day  
of \_\_\_\_\_, 2011.

BETWEEN  
RAINBOW YOUTH CENTRE, herein referred to as "The Employer,  
PARTY OF THE FIRST PART  
and  
THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES'  
UNION,  
LOCAL 5126  
hereinafter referred to as "the Union",  
PARTY OF THE SECOND PART

## **ARTICLE 1      PURPOSE**

The parties to this agreement recognize that the guiding philosophical principles and goals of Rainbow Youth Centre and its employees are:

- 1) To respect the humanity, dignity and equality of all individuals regardless of gender, race, colour, ethnic origins or beliefs;
- 2) To recognize the uniqueness and richness which exists within all ethnic/cultural groups and to foster greater awareness and pride in the individual's heritage in a multi-cultural environment;
- 3) To recognize the family context of each individual and the importance of involving family members whenever appropriate and possible;
- 4) To create conditions which secure the rights of youth to participate as responsible equals in society, to develop a value system and to cultivate a capacity to enjoy life;
- 5) To provide a continuum of prevention, early intervention and educational services free of charge on a strictly confidential basis;
- 6) To facilitate the development of each individual's abilities – physical, sensory, intellectual, emotional, spiritual, interpersonal, social, political and creative – to their full potential;
- 7) To involve young people in the planning of services designed for them and provide opportunities for their appropriate involvement in the provision of these services.

The parties to this Agreement agree in the furtherance of these goals:

- a) To support the principle of a collective working atmosphere at the Centre.
- b) To maintain a non-adversarial spirit in relations between union employees and the employer.

- c) To maintain and improve harmonious relations between the employer and the employees.
- d) To promote co-operation and understanding between the employer and employees.
- e) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- f) To encourage efficiency and safety in operations.
- g) To provide a high quality of service to the public.
- h) To promote the morale, well being and security of all the employees in the bargaining unit of the Union.

THEREFORE it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

## **ARTICLE 2      DEFINITIONS**

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

- 2.1                      Agreement Administration Advisor (AAA) means an employee of SGEU to provide labour representation to all members of SGEU.**
- 2.2                      Bargaining Unit means all employees as defined under Article 3.1 – Scope in the Collective Agreement.**
- 2.3                      Casual position** means a position filled on an “as needed” basis.
- 2.4                      Class** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same pay level can be equitably applied to all positions in the group.
- 2.5                      Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a lower maximum salary.
- 2.6                      Emergent Hiring** means person(s) hired to backfill on an emergent basis. This person shall not work more than nine (9) working days in a twelve month period.
- 2.7                      Employee or Employees** means a person to which the terms of this Agreement apply as indicated in Article 3.

- 2.8           **Employer** means the Board of Directors of Rainbow Youth Centre.
- 2.9           **Executive Director** means the Executive Director or designate of Rainbow Youth Centre.
- 2.10          **Full-time position** means a position with a regular schedule, based on 74 hours in a two-week averaging period.
- 2.11          **Hiring Committee** means the composition of a panel convened for staffing actions. The hiring committee shall consist of the Executive Director or **Director of Programming**, a program supervisor **or an appropriate alternate**, and a union representative.
- 2.12          **Home position** means a full or part-time position with no established end date.
- 2.13          **Indefinite Leave** means a term describing the unknown time frame of a prognosis related to prolonged illness.
- 2.14          **Part-time position** means a position with regular scheduled hours but less than full-time on a weekly and/or biweekly basis.
- 2.15          **Pay Plan** means the scale of wages as contained in Appendix A and the rules governing its application as contained in Article 17.
- 2.16          **Plural or Masculine/Feminine Terms May Apply** means 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.
- 2.17          **Prognosis** means the likely outcome or course of an illness; the chance of recover or recurrence.
- 2.18          **Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.
- 2.19          **Steward Council** means the elected in-scope representatives of the Bargaining Unit.



- 2.20            **Temporary position** means a full or part-time position required to fill a temporary vacancy with a start and stop date of twelve (12) calendar months or less.
- 2.21            **Transfer** means the movement of an employee from one position to another in the same or different class with the maximum salary.
- 2.22            **Union** means the Saskatchewan Government and General Employees' Union (**SGEU**) representing the employees of Rainbow Youth Centre

### **ARTICLE 3        SCOPE**

- 3.1            This agreement shall apply to all employees within the bargaining unit except for the following:
- a)            The Executive Director **and Director of Programming**;
  - b)            Client training positions (e.g. School Re-entry Program and/or Work Experience, Training and Counselling Program).
- 3.2            Any position management is seeking exclusion from the bargaining unit, the union shall review and approve exclusion on the criteria as set out in *The Trade Union Act* prior to any posting of the position.

### **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 except as excluded in Article 3. The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer on any difference that may arise between them.

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 and/or Union Committee with a list of

personnel with whom the Union may be required to transact business.

#### 4.2 **Work of the Bargaining Unit**

Except in the cases mutually agreed upon by the parties, persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work regularly on any jobs which are included in the bargaining unit.

#### 4.3 **Alternate Arrangements**

- a) The employer agrees that all work or services performed by the **bargaining unit** shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties.
- b) **When alternate arrangements are deemed necessary the parties shall agree to the following:**
  - i) **A detailed job description developed or parameters set and not be deviated from unless considered essential by both parties**
  - ii) **The wages**
  - iii) **The timeframe for such work shall be for no longer than 6 months, unless, following a review of both parties it is deemed essential. At no time will it be agreed that the term will extend past one (1) year.**

##### 4.3.1 **Employer Amalgamation**

In the event the employer transfers services, merges or amalgamates with any other body, the Board of Rainbow Youth Centre shall work with the new employer to ensure that the Agreement continues to be honoured.

- a) Employees shall be credited with all seniority rights with the new employer.
- b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized by the new employer.
- c) Conditions of employment and wage rates for the new employee shall be equal to the best provisions in effect with either employer.

- d) No employee shall suffer a loss of employment as a result of merger.
- e) Preference in location of employment arising from the merger shall be determined on the basis of seniority.

#### 4.4 **Non Discrimination**

There shall be no discrimination by reason of age, sex, political activity, religious affiliation, marital status, race, cultural background, sexual orientation, creed, colour, family status, disability, physical size or weight, ancestry, place of origin, receipt of public assistance nor by reason of membership or activity in the Union.

#### 4.5 **Refusal to Cross Picket Lines**

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

#### 4.6 **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 seventy-four (74) hours after the commencement of employment apply for and maintain membership in the Union as a condition of employment provided that any employee in the appropriate bargaining unit who is not required to maintain membership in the Union shall as a condition of employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

#### 4.7 **Check-Off**

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the SGEU Head Office

prior to the tenth day of the month following the calendar month in which such deduction is made, accomplished by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

4.8 **Monthly Statement**

A monthly statement shall also be forwarded to the SGEU Head Office 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.

4.9 **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 union member on their T-4 slip.

4.10 **New Employees**

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

A representative of the Union Committee shall be given a reasonable period of time during working hours to acquaint new members with the benefits and duties of union membership and of signing dues deduction authorization cards, etc.

4.11 **Changes to Personal Information**

All employees are required to keep the employer informed of personal changes pertinent to their employment, such as changes in address, phone number, dependants, marital status, names, etc.

4.12 **Union Representation**

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 access to the employees, during working hours, in order to investigate and assist in settling any grievances.

4.13 **Bulletin Boards**

The employer shall make available to the Bargaining Unit a bulletin board in each workplace so that the employees have access to it, upon which the Union shall have the right to post notices and information which shall be of interest to the employees. There shall also be an opportunity made available to announce union business at all staff meetings.

4.14 **Board Minutes and Staff Representation**

Copies of approved Board minutes shall be available to all staff upon request. The in-scope staff of Rainbow Youth Centre shall designate a staff representative to the Board of Directors of Rainbow Youth Centre.

4.15 **Disclosure Protection**

No employee shall be reprimanded in any way for disclosing and/or reporting actions or policies which are harmful to the environment, harmful to the individual, are mismanagement of funds, or pursue policies contrary to stated aims and philosophy of Rainbow Youth Centre.

4.16 **Names of Stewards**

The Union shall notify the Executive Director in writing of the name of each steward.

**ARTICLE 5 GRIEVANCE PROCEDURE**

5.1 **Definition of Grievance**

**A grievance shall be defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to the interpretation, application, or alleged violation of any provisions of the Collective Agreement.**

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

5.3 **Problem Resolution**

An Employee who believes that she has a justifiable request or complaint is responsible for identifying the concern and approaching the Executive Director. If the concern is not resolved, an **appropriate Union representative**, the Executive Director and the employee will meet to resolve the issue. If still unresolved, **the participants shall meet with an agreed upon third party facilitator in an attempt to reach resolution.** If unresolved, the concern may, proceed to Grievance Procedure (Article 5.5)

5.4 **Stewards**

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 her grievance in accordance with the Grievance Procedure.

5.5 **Grievance Procedure**

**The objective is to follow the timelines as outlined in the grievance procedure. If under extenuating circumstances they cannot be maintained, the timelines may be mutually extended.**

**At any time during the grievance process the parties may agree to proceed to mediation.**

**Step 1**

A grievance shall be written and filed with the Executive Director, or her designate. A copy of the grievance shall also be submitted concurrently to the **SGEU Head Office**. Within ten (10) calendar days the Executive Director and the **Agreement Administration Advisor (AAA)** shall meet to resolve the grievance. Within five (5) calendar days of the meeting, the Executive Director shall respond in writing to the **AAA** with her decision.

**Step 2**

If satisfactory settlement cannot be **reached** at Step 1, the matter shall within ten (10) calendar days be submitted to the Board of Directors of Rainbow Youth Centre through its Chairperson, which shall render a decision within thirty (30)

calendar days. The grieving individual or her **Union representative** must be given the opportunity to make **presentations** to the Executive of the Board on the matter.

### **Step 3**

If satisfactory settlement cannot be **reached** at Step 2, the matter may, with mutual agreement, be submitted within ten (10) calendar days to the **provincial labour mediation services for assistance in achieving resolution**.

### **Step 4**

Failing satisfactory settlement of the grievance at Step 2 or Step 3, the matter may be referred to arbitration by the Union AAA within thirty (30) calendar days.

## **5.6**

### **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 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 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**

### **Deviation from Grievance Procedure**

After a grievance has reached Level 2 of the Grievance Procedure, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee. Violation of this section shall result in the union winning the grievance.

5.8                    **Technical Objections to Grievances**

No grievance shall be **dismissed** by any formal or technical objection. An 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.

5.9                    **Access to Grievance Information from Employer**

The employer agrees to provide to the **appropriate Union representative** relevant information when requested in writing and accompanied by signed authorization of the employee concerned.

**ARTICLE 6            ARBITRATION**

6.1                    **Initiating Arbitration**

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.

6.2                    Selection of Arbitrator shall be upon mutual agreement of the parties.

6.3                    **Procedure of an Arbitration Hearing**

The Arbitrator shall fix the time and place of sittings, not later than eight (8) calendar days after the hearing has been constituted, unless by consent of both parties the date is changed.

The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations.

Witnesses shall be paid by the party calling them. Arbitration Hearing witnesses' cost shall be shared equally by the parties.



**6.4 Decision of an Arbitration Hearing**

The decision of the Arbitrator 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. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which they deem just and equitable.

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply in writing to the Arbitrator to clarify the decision, which the Arbitrator shall do within eight (8) days.

**6.5 Expenses of an Arbitration Hearing**

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

**ARTICLE 7 DISCIPLINE, SUSPENSION, DISMISSAL**

**7.1 An employee shall only be suspended or dismissed for just cause.**

**7.1.1 The Executive Director or Director of Programming have authority to suspend an employee for just cause.**

**7.1.2 Only the Executive Director has the authority to effect dismissal.**

**7.2 Constructive Coaching**

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

### 7.3 **Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. The record of an employee shall not be used at any time after twenty-four (24) months following a disciplinary action.

An employee may apply to the Executive Director **or Director of Programming** to expunge the record of disciplinary action after six (6) months following a disciplinary action.

### 7.4 **Records of Employees**

Personnel records of an employee shall be open to her scrutiny upon request and in the presence of the Executive Director **or Director of Programming**. A Union representative, upon request in writing by the employee, shall have access to the file.

### 7.5 **Right to Have a Steward**

An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action.

- i) **Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be so notify in writing or by email, in advance, the purpose of the meeting, and informed of the right to have a steward or SGEU Agreement Administration Advisor (AAA) present at the meeting. The member will be given sufficient time to arrange union representation and if necessary to schedule at a later date.**
- ii) **The steward shall have the right to consult with an SGEU staff Agreement Administration Advisor and to have her present at any discussion with the supervisory personnel.**

### 7.6 **Principles of Progressive Discipline**

**Progressive discipline shall be applied in the following order unless an individual(s), Rainbow Youth Centre Inc. or the facility are at immediate risk of harm, at which time the progression through the stages may be overlooked.**

- Stage 1** verbal reprimand
- Stage 2** written reprimand
- Stage 3** suspension
- Stage 4** dismissal

**7.7 Verbal Reprimand**

The Executive Director **or Director of Programming** will verbally outline to the employee any reasons for the reprimand, how she should correct her work and what will happen if her misconduct continues. There is no official written report of a verbal reprimand.

**7.8 Letter of Reprimand**

If an employee displays no positive response to the verbal reprimand, the Executive Director **or Director of Programming** 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 becoming known. Such letters shall become part of an employee's record (subject to Article 7.3). 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.

**7.9 Suspension**

If there is still no positive response from an employee, the employee will be given notice of the suspension, date(s) of suspension and the reasons for it in writing. Unless otherwise specified by the employee, a copy will be supplied to the **SGEU Head Office**.

**7.10 Dismissal**

No employee shall be dismissed without just cause.

The Executive Director shall effect dismissal.

Section 43 *Labour Standards Act* 1994 (Timelines for Dismissal Only)

Except for just cause other than shortage of work, no employer shall discharge or lay off an employee who has been in his

service for at least three continuous months without giving that employee at least.

- a) one **(1)** weeks' written notice, if his period of employment is less than one year;
- b) two **(2)** weeks' written notice, if his period of employment is one year or more but less than three years;
- c) three **(3)** weeks' written notice, if his period of employment is three years or more but less than five years;
- d) four **(4)** weeks' written notice, if his period of employment is five years or more but less than 10 **(ten)** years;
- e) eight **(8)** weeks' written notice, if his period of employment is **ten** (10) years or more.
- f) notwithstanding anything contained in the foregoing, any employee dismissed on the grounds of gross misconduct shall not be entitled to any period of notice or payment in lieu.
- g) failure to conform with the requirements of this clause shall render the dismissal null and void.

#### Section 44(1) *Labour Standards Act*

- 1) Where an employer discharges or lays off an employee in accordance with Section 43, he shall pay to the employee, in respect of the period of the notice given under that section, the sum earned by the employee during that period or a sum equivalent to the employee's normal wages for the period of the notice exclusive of overtime, whichever is greater.
- 2) Where an employer, contrary to Section 43, discharges or lays off an employee without having given the notice required by that section, he shall pay to the employee, in respect of the minimum period of notice required by Section 43, a sum equivalent to the employee's normal wages for that period, exclusive of overtime.

## 7.11

### **Reinstatement of Rights**

An employee who has been unjustly suspended, demoted or dismissed, shall upon reinstatement receive all rights and benefits retroactive to the date of suspension, demotion and dismissal.

**7.12 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 reassigned until the Occupational Health Committee is satisfied with safety modifications.

**ARTICLE 8 SENIORITY**

**8.1 Definition**

The seniority of an employee is defined as the number of hours worked exclusive of overtime, from the date of initial employment with the Employer and the employee being paid by the Employer.

**8.2 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 and the number of hours worked. The seniority list shall be sent to the Union in April of each year and remain posted on the bulletin board for the balance of the year.

**8.3 Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) An employee is dismissed and is not reinstated.
- b) Resignation in writing not withdrawn within three (3) working days of the submission.
- c) Failure to return to work without an acceptable reason to management following the completion of a leave of absence.
- d) Failure to return within fifteen (15) calendar days' notification by the employer to return to work following a lay-off, unless through sickness or other just cause.
- e) Employees who have not worked at least seventy-four (74) hours in a twelve (12) month period.

## ARTICLE 9 STAFFING

### 9.1 Hiring Committee

- a) For all competitions the Executive Director and Union shall establish a hiring committee consisting of the Executive Director or **Director of Programming, a program supervisor or an appropriate alternate**, and a Union representative. Where possible, this committee will endeavour to make decisions by consensus. Final approval for hiring is the responsibility of the Executive Director or **Director of Programming**.

### 9.2 Posting Vacancies

- a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, either inside or outside the bargaining unit, the employer shall post notice of the vacant position on the Union bulletin board. Where the employer and Union reach an agreement, posting may not be required.
- b) The employer may advertise vacancies external to the bargaining unit simultaneously with an internal posting. External applicants will not be considered until it is determined that no internal applicant is qualified for the position.
- c) All casual employees **and employees on leave** shall be informed by mail on the date of the posting, or as soon as possible.
- d) Job competitions shall allow a minimum of fourteen (14) calendar days for applications to be submitted.

#### 9.2.1 Human Rights Exemption

- a) The employer and the Union agree that, when hiring preference may be given to qualified persons in accordance with the Human Rights Exemption which is subject to renewal yearly.

Prior to posting a position, the decision to post with a preference shall be agreed to amongst the hiring committee.

The preferred staffing shall follow the following process:

- 1) in-service qualified preferred candidate
- 2) in-service qualified non-preferred candidate
- 3) any out of service qualified candidate

#### 9.2.2 **Information on Job Posting**

The posting shall set out the following information:

- a) name of position;
- b) a brief description;
- c) qualifications required
- d) salary as per pay plan (Appendix A)
- e) hours of work
- f) deadline date for application and other pertinent information
- g) when applicable, preference hiring based on the Human Rights Exemption

#### 9.3 **Criminal Records Check**

As a condition of employment, all employees regardless of job status shall be required to provide an up-to-date Criminal Records Check as per the Employer's Policy.

#### 9.4 **Appointments**

Notwithstanding Article 9.2.1, the applicant(s) with the most seniority who meets the minimum qualifications required to perform the duties within the bargaining unit, shall be appointed to the position within thirty (3) days after the closing date of the posting.

##### 9.4.1 **Debriefing**

- a) Internal applicants may request a verbal debriefing with the Executive Director or designate as to the reasons for exclusion of Interview or failure of interview within five (5) working days of the announcement of the successful candidate. Only after the verbal debriefing, the unsuccessful applicant may request and the Executive Director or designate shall provide reasons in writing to the applicant and a copy to the Union.
- b) Should the applicant not request the reasons in writing within one (1) working day of the debriefing the

Executive Director or designate shall not be required to provide reasons in writing.

- c) Notwithstanding the above, this does not exclude the Executive Director or designate to provide rationale to the employee in writing without a formal request from the employee.

9.5

### **Orientation**

All employees appointed to employment will participate in an orientation process.

9.6

### **Probation**

#### **a) Initial Probation**

- i) All employees, upon initial appointment, shall serve a probationary period of 962 hours from the date of appointment which may be extended once for up to 481 hours by mutual agreement of the parties in writing.
- ii) An employee, who voluntarily transfers or promotes during his initial probationary period, shall complete his initial probation period while concurrently serving a subsequent probationary period in the new position.
- iii) **During the first 962 hours of their initial probationary period employees may be terminated due to general unsuitability as deemed by the Executive Director.**

#### **b) Subsequent Probation**

On subsequent appointment, the probationary period shall be 481 hours, which may be extended once for 481 hours by mutual agreement.

#### **c) Home Position**

- i) Upon completion of an initial probation, Article 9.7 i) or subsequent probation, Article 9.7 ii), employees, other than persons hired externally into temporary or casual positions, shall be deemed to hold a home position.
- ii) Employees hired externally into a temporary position shall serve probation in that position. These employees do not have a home position and upon conclusion of the temporary position are placed on the employment list. These employees, where qualified, may **request**



**consideration to have their** name placed on casual lists.

- d) **Reversion**
  - i) An employee who does not successfully complete **her** subsequent probationary period shall revert to **her** home position at **her** former rate of pay, subject to any increases that **she** would have received had **she** remained in that position, with no loss of seniority.
  - ii) Notwithstanding the above, an employee, who has completed an initial probationary period and is currently serving a subsequent probationary period as a result of a promotion or voluntary transfer, and **her** previous home position is vacant or filled on a TPHD or temporary basis, may request to revert to that position, subject to any increases that **she** would have received had **she** remained in that position, with no loss in seniority.

## 9.7

### **Temporary Positions**

- a) A temporary position is a position created by the temporary absence of an incumbent from her home position, or created within a limited funded project, with a start and stop date.

A temporary position shall be for twelve (12) calendar months or less. Where a leave of absence is granted immediately following the initial twelve-month leave of absence, the extension shall be posted subject to Article 9.1.

**In the case of a prolonged illness the temporary position may be extended for up to an additional twelve (12) months without posting.**

- b) All related leaves of absences created by a temporary position shall have a consistent end date.  
When an existing employee bids and fills a temporary position, she shall be granted a leave of absence from her home position. Employees shall not be granted a leave of absence from a temporary position to take another temporary position.
- c) **Upon** conclusion of the temporary position the employee returns to her home position **at her former**

**rate of pay, subject to any increases that she would have received had she remained in that position and with no loss to seniority.**

- d) When a temporary position is filled externally, at the conclusion of the temporary position, this employee is placed on the employment list.
- e) An employee with a home position, who at the conclusion of the temporary position, or if the employee fails to meet the requirements of the temporary position, the provision of Article 9.6 (d) apply.
- f) An employee who does not have a home position, **who** fails to meet the requirements of the temporary position, shall not have access to the employment list.

## 9.8 **Casual Positions**

- a) Current employees who work less than full-time (74 hours bi-weekly) may apply to be on a program casual list. Applicants must meet the minimum qualifications for the position(s) applied for.
- b) Employees can resign from a permanent position and request placement on the appropriate casual list(s) at the time her resignation is tendered, providing minimum qualifications are met.
- c) Employees on a general leave of absence may request placement on appropriate casual list(s) providing minimum qualifications are met.

### 9.8.1 **Procedures for Call-in**

- a) A casual call-in system will be established and organized by program area.
- b) All call-ins will be subject to the approval of the Executive Director.
- c) The casual call-in procedure will be based on a rotational system to ensure equal sharing of available shifts amongst casual employees.
- d) Casual employees will be notified of shift duties thereof, expectations and wage for work performed.

## 9.8.2

### **Availability**

- a) It will be the responsibility of the employee, on the casual list(s), to keep the Employer informed of the times available or unavailable for casual work.
- b) An employee's name shall be removed from the casual list(s) thirty (30) days after mail directed to her has been returned indicating she has moved without notice to the employer.
- c) Employees shall only be called during the times they have indicated as available for casual employment.
- d) An employee's name shall be removed from the casual list(s) after she has given six (6) formal refusals on offered shifts or has not worked at least 74 hours in a twelve (12) month period.

## 9.9

### **Emergent Hiring**

- a) In the event of a need for emergent hiring and the casual list has been exhausted, the Executive Director in consultation with the Union may hire a person outside of the bargaining to fill in on an emergent basis without posting.
- b) The term of employment shall not exceed nine (9) working days regardless of the number of hours worked in twelve (12) months starting from the first day of employment. If management or the union is aware at the beginning or anytime during these nine (9) days the term of employment will be longer, the incumbent shall be interviewed by a hiring committee and be placed on the casual call-in list.
- c) The rate of pay shall be at the minimum rate of pay for that particular job.

## 9.10

### **Hiring Excluded Positions**

The Board of Directors shall establish a hiring committee for positions excluded from the bargaining unit which shall include the following:

- a) One in-scope Program Coordinator from Rainbow Youth Centre;
- b) One in-scope staff member – selected by the Union; and
- c) Whomever the Board appoints to participate in the hiring committee.

Where possible, this committee will endeavour to make decisions by consensus. Final approval for hiring is the responsibility of the Rainbow Youth Centre Board.

## **ARTICLE 10    BENEFITS**

### **10.1            Benefits**

All benefits, shall continue to be **administered as outlined in this Agreement or the Plan text. Those areas governed by only the Collective Agreement** may be modified by mutual agreement between the **Employer** and the Union.

- a) **All permanent and part-time** employees shall be entitled to the Extended Health/Dental and Life Insurance of the SGEU Benefits Plan.
- b) The Employer shall pay **the costs for the Dental Plan and Life Insurance. The employee may request to be exempt from Extended Health and the Dental Plan if they have coverage elsewhere.**
- c) **Commencing the first day of employment, all members of the bargaining unit are required to pay into the LTD Plan. The LTD dues are to be deducted by the employer as directed by the Union. Eligibility is determined by the Plan text.**

### **10.2            Pension Plan**

- a) All full or part-time employees are included in the plan after successful completion of their initial probationary period.
- b) Any change in carrier must be approved by a majority vote of eligible staff.
- c) Contributions to the plan shall be 4% by the employee and a matching 4% by the employer.
- d) If an employee ceases to be employed full-time or part-time by the employer before 1924 hours enrolment in the plan, the employer contribution and any accumulated funds resulting from its investment shall revert to a fund reserved specifically for employer pension contributions.
- e) To compensate for employee pension contributions there shall be a 4% increase in salary after completion of an employee's initial probation period.

10.3

### **Supplementary Pension Contributions**

Where an employee has vacation entitlements of 6/52 in the following year, the employer shall contribute .2/52 of her annual salary to her pension plan. In each and subsequently year thereafter an additional .2/52 of her annual salary shall be contributed to her pension plan until such time as the employee terminates employment or retires. The .2 is not matched by the employee.

## **ARTICLE 11 LAY-OFF**

11.1

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

11.2

### **Conditions Required For Lay-Off**

The Executive Director shall consult with the stewards whenever a home position is threatened with lay-off.

- a) Any lay-off shall be for reasons of declining income or changes in program needs that are required in the best interests of Rainbow Youth Centre and its mandate. The final decision shall be made by the Executive Director when the collective process is unsuccessful.
- b) Notice of Lay-off  
Notice of lay-off shall be one (1) month
- c) Order of Lay-off:
  - i) In the event of lay-off, the order of lay-off will be according to least seniority first.
  - ii) An employee in a home position subject to lay-off shall have the right to exercise his bumping rights in accordance with the provisions of Article 11.
  - iii) An employee on initial probation subject to lay off shall have his name places on the Employee List.
- d) General Provision  
An employee in a home position who has been laid off shall have the following options:
  - i) upon receipt of the notice of lay-off, give give written notice to exercise his bumping rights within five (5) working days;
  - ii) have his name placed on the employment list.

- e) Bumping Order  
INTENT STATEMENT: Bumping is intended to, as closely as possible, maintain an employee's rate of pay and classification duties and responsibilities.

An employee who elects their bumping rights shall bump in the following order and in accordance with the bumping process:

- i) a vacant position
  - ii) position encumbered by an employee on initial probation
  - iii) a full-time employee in a home position with the least amount of seniority
  - iv) if an employee is unable to obtain full-time employment that employee shall have the right to exercise bumping into part-time positions. The bumping sequence shall be as above.
- f) Bumping Process
    - i) Primary Bump: Pending qualifications, an employee shall be offered a position having the same maximum hourly rate of pay. Should the employee refuse the primary bump offer, he shall have his name placed on the Employment List.
    - ii) Secondary Bump: If a primary bump is not available, an employee, pending qualifications, shall be offered a downward bump in a descending order of maximum hourly rate of pay. Should an employee refuse a secondary bump offer he shall have the right to have his name placed on the Employment List.
    - iii) If a secondary bump is not available an employee shall have the right to bump into a part-time position. The employee, pending qualifications shall first be offered a position in accordance with Article 11.2(e) with the same maximum hourly rate of pay. If a position with the same maximum hourly rate of pay is not available, a position in a descending order of maximum hourly rate of pay will be offered. If a part-time position is not available the employee shall have his name placed on the Employment List.
  - g) Work Plans  
Work plans shall be amended to reflect staff numbers.
  - h) Pay in Lieu of Notice

An employee who is not required by the Executive Director to work the days provided in the lay-off period, shall be paid in lieu of notice of lay-off.

- i) Vacation Leave  
On date of lay-off the employee shall be entitled to a payout of all outstanding vacation.
- i) Displaced Employee  
An employee in a home position displaced by the bumping process shall be entitled to all provisions of Article 11 with the exception of Article 11.2(b).

**11.3 Time to Adjust in New Position**

- a) An employee, who, as a result of lay off assumes a new position, shall be allowed 481 hours to familiarize herself with the new duties.
- b) If during the familiarization period the parties determine that the bump was inappropriate, options will be reviewed with the employee and the Employer to resolve the issue with the last resort being a return to the bumping process to determine a more appropriate bump.

**11.4 Application of Employment List.**

- a) Employees shall have their names entered onto the Employment List for a period of two years, for the following reasons:
  - i) an employee who is laid off
  - ii) an employee who is unsuccessful in obtaining employment through the bumping process
  - iii) an employee returning from an indefinite leave of absence
- b) The Employer shall be responsible for maintaining the Employment List and shall send notice of all vacancies (postings) to all employees on the list.
- c) It shall be the responsibility of the employee to keep the Employer informed of her current address.
- d) While on the Employment List employees shall retain previous benefits earned including vacation entitlement, sick leave and seniority. Upon reemployment all benefits shall resume.
- e) Removal of Names from the List  
An employee's name shall be removed from the list for the following reasons:

- i) Appointment to a position at Rainbow Youth Centre with the exception of casual work
- ii) at the expiry of thirty (30) days after mail directed to her address has been returned indicating that she has moved without notifying the employer
- iii) at the expiry of two (2) years from commencement of her name being placed on the list
- iv) request in writing from the employee.

## **ARTICLE 12 HOURS OF WORK**

12.1 Employees shall work a 5/4 work pattern averaged over a two week period to a maximum of 74 hours, unless otherwise mutually agreed between management and employee and approved by the Union. The Executive Director **or Director of Programming** must approve any scheduled day off deferrals. Any deferred scheduled day off must be taken within a sixty-day time frame.

Based on operational requirements and mutual agreement between management and the employee, hours worked may be unregulated on a daily basis to a maximum of 12 hours.

12.2 Any hours worked beyond 74 hours bi-weekly may be accumulated to a maximum of 24 hours. The Executive Director **or Director of Programming** must approve all overtime. These hours shall be taken as time off in lieu (TOIL) at straight time. TOIL must be taken within six (6) months of the time being earned.

Employees shall make every effort to obtain approval prior to the accumulation of TOIL. In the event prior approval cannot be obtained, it is incumbent on the employee to inform the Executive Director or **Director of Programming** at the earliest possible opportunity.

12.3 Employees may take TOIL when they wish, subject to the approval of **the Executive Director or Director of Programming**.

12.4 Where an employee is required to work beyond the maximum of 24 hours TOIL, she shall be paid at the rate of time and one-half



(1 ½) for all overtime hours worked. All overtime shall be voluntary.

12.5 Where overtime is paid out to an employee, such employees shall receive vacation pay at the appropriate rate on all such overtime pay.

- 12.6
- a) Notwithstanding Article 12.1, employees who are assigned supervision of clients while away from headquarters and return the same day shall receive their hourly rate of pay from time to departure to time of return.
  - b) For employees who are supervising clients overnight, they shall be paid for **up to 12** hours at regular time and an allowance of **\$65.72** for overnight stay.

This allowance shall be increased by the same percentage **as COLA**.

- 12.7
- a) **In a pay period when Vacation, Pressing Necessity, Sick, or Bereavement Leave are taken the 74 hour averaging period shall be maintained. Pre-approved time over 74 hours shall not be lost if Vacation, Pressing Necessity, Sick, or Bereavement Leave has been taken within the same two week averaging period.**
  - b) **Any full time Employee working fewer than 74 hours in a pay period and who has eligible Vacation, Pressing Necessity, Sick, or Bereavement Leave hours available shall discuss with the Executive Director or Director of Programming to mutually agree as to which of the above credits would be appropriate to use.**
  - c) **Any part time Employee working fewer hours than her regularly scheduled hours for the pay period and who has eligible Vacation, Pressing Necessity, Sick or Bereavement Leave hours available shall discuss with the Executive Director or Director of Programming to mutually agree as to which of the above credits would be appropriate to use.**
  - d) **Any employee working fewer than her regularly scheduled hours with no eligible Vacation, Pressing Necessity, Sick, or Bereavement Leave in a pay period shall only be paid for the hours worked.**

## **ARTICLE 13 DESIGNATED HOLIDAYS**

### **13.1 Designated holidays shall mean**

New Year's Day, **Family Day**, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, December 24, Christmas Day, Boxing Day, and the three **(3)** working days between Christmas and New Year's and any other day legislated by the Federal or Provincial governments as a statutory holiday.

13.2 When a designated holiday falls on a day of rest, the holiday shall be observed on the first working day following the day of rest, unless otherwise agreed.

### **13.3 Working on a Holiday**

An employee who is required to work on a holiday shall be paid at the rate of straight time plus time and on-half (1 ½) or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

## **ARTICLE 14 VACATION**

14.1 Vacation time shall be accrued at the rate of 3/52 of time worked. At each annual anniversary date of commencement of employment for an employee, her rate shall be increased by .2/52, in effect giving employees an extra day off per year worked. Such accumulation shall be capped at 6/52 (30 days).

**14.2 Employees are expected to use their accrued vacation entitlement before the next anniversary of date of hire.**

**14.3 Employees may carry over a maximum of three weeks of unused vacation credits upon written request to the Executive Director or the Director of Programming.**

14.4 Full-time employees who terminate their employment shall receive pay in lieu of earned but unused vacation. This is the only circumstance they can be paid for their vacation time.

14.5 Other employees working on a per-hour basis may be paid their vacation pay with their regular pay cheque.

- 14.6 Employees may take vacations when they wish, subject to the approval of management. Where a conflict occurs regarding scheduling of vacations, seniority shall apply in the first instance, and by rotation thereafter.
- 14.7 Upon the request of the employee, and upon reasonable notice she shall receive her vacation pay prior to going on vacation leave.

14.8 **Vacation Schedule**

Where, in 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.

**ARTICLE 15 SICK LEAVE**

15.1 **Definition**

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 a personal injury for which third party compensation is not payable.

- 15.2
- a) **Full time and part time Employees** shall accumulate **sick leave credits** from the date of employment on the basis of 3/52 of time worked.
  - b) **Casual Employees do not earn sick leave credits.**
    - i) **An Employee who voluntarily resigns from a full time or part time position and is appointed to the casual list shall have her sick leave credits revert to zero.**

15.3 **The Executive Director or Director of Programming may request verification from a licensed medical practitioner if**

**the Employee misses three (3) consecutive scheduled shifts.**

**15.4 Prolonged Sick Leave**

An employee on prolonged sick leave who is entitled to LTD benefits shall be eligible to use accumulated sick leave credits to a maximum of four (4) months (119 calendar days).

An employee on prolonged sick leave who is denied LTD benefits shall be entitled to use accumulated sick leave credits to the extent earned.

An employee may request to borrow unearned sick leave credits to a maximum of twenty-one (21) working days. The Executive Director shall not unreasonably deny such requests.

**15.5 Maintaining Sick Leave Credits**

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., she shall retain her existing accumulated credits at the time of such leave or lay-off, provided the employee returns from leave or lay-off within the confines outlined in the Collective Agreement.

**15.6 Sick Leave Records**

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

**15.7 Medical Certificate**

Claims for sick leave or leave of absence for prolonged illness shall be accompanied by a Doctor's certificate stating a prognosis as defined in Article 2.14 and approximate date of return.

**15.8 Return to Work and Duty to Accommodate**

Upon return to work or placement on the employment list, employees may be required by the employer to provide medical information to assist the parties in determination of ability to fulfill job duties, retraining, and to find employment within the bargaining unit for employees able to work, but unable to fully return to their former duties.

**15.9 Preventive Health Care Leave**

A worker who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off with pay using accumulated sick leave credits.

**ARTICLE 16 LEAVE OF ABSENCE**

**16.1 Mandatory Leaves**

**Mandatory leave is defined as a set period of time away from the employee's regular position.**

**16.1.1 The Employee shall request mandatory leave in writing.**

Upon written application, mandatory leaves of absence shall be granted for:

**A) Maternity**

An employee, who makes application at least one (1) month in advance of the estimated due date, shall be granted leave without pay consisting of a period up to and including twelve (12) calendar months subject to the following conditions:

- i) An employee shall not be dismissed or laid off solely because she is pregnant or has applied for maternity leave;
- ii) An employee who 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 credits. The employee shall provide the employer with a medical certificate to substantiate the request.
- iii) **An employee on maternity leave shall continue to accumulate seniority and annual step increases to a maximum of twelve (12) months, but shall not accumulate vacation leave, sick leave, or any other benefit except where explicitly stated in the Collective Agreement.**

- iv) **At the time of notification of approval the Executive Director shall inform the employee of her need to pay Extended Health and LTD premiums for the duration of the leave.**

**B) Parental or Legal Adoption**

An employee who makes application at least one (1) month in advance of the requested commencement date shall be granted leave without pay up to twelve (12) calendar months. The employee may be granted a **mandatory leave** not more than six (6) weeks preceding the estimated date of birth or legal adoption and end not later than twelve (12) calendar months after the actual date of birth or legal adoption.

- i) The employee shall continue to accumulate seniority **and annual step increases** to a maximum of twelve (12) months, but shall not accumulate vacation leave, sick leave, or any other benefits except where explicitly stated in the Collective Agreement.
- ii) **At the time of notification of approval the Executive Director shall inform the employee of her need to pay Extended Health and LTD premiums for the duration of the leave.**

**C) Prolonged Illness**

- i) An employee suffering prolonged illness shall, upon application, be granted mandatory leave of absence without pay when all sick leave credits have been expended.
- ii) The Employer shall not permanently fill the employee's position for a period of **twenty-four (24)** calendar months while the employee is on mandatory leave of absence for prolonged illness. The employee shall be entitled to return to their home position.
- iii) If it is determined the employee will not be able to return to their home position; the parties may waive the **twenty-four (24)** month provision, allowing the position to be filled permanently.

- iv) The employee shall continue to accumulate seniority **and annual step increase** to a maximum of **twenty-four (24)** months, but shall not accumulate vacation leave, sick leave, or any other benefits except where explicitly stated in the Collective Agreement.
- v) **At the time of notification of approval the Executive Director shall inform the employee of her need to pay the Extended Health and LTD premiums for the duration of the leave.**
- vi) Employees who do not return to work at the expiry of the **mandatory** leave of absence shall be placed on indefinite leave.
- vii) **Employees on indefinite leave of absence shall be required to apply for extensions annually, giving proof the original conditions under which the leave was granted still prevail.**
- viii) **An employee granted an indefinite leave of absence without pay, shall, upon conclusion of the leave, have his/her name placed on the employment list by the employer for a period of two (2) years.**

D) **Leave of Absence for Public Duty/Union Office**

An employee who is elected to public office shall be granted a mandatory leave of absence without pay for a period of up to twelve (12) months.

- i) **The employee shall continue to accumulate seniority and annual step increases to a maximum of twelve (12) months, but shall not accumulate vacation leave, sick leave, or any other benefits except where explicitly stated in the Collective Agreement.**
- ii) **At the time of notification of approval the Executive Director shall inform the employee of her need to pay Extended Health and LTD premiums for the duration of the leave.**

E) **Jury Duty**

An employee, who serves as a juror, shall be granted a mandatory leave of absence without pay.

- i) The employee shall continue to accrue seniority **and annual step increases**, sick leave and vacation benefits based on his/her regular scheduled hours of work.
- ii) The Employer shall continue to pay benefits during such leave; however, the employee shall pay her share of the benefit premiums.
- iii) **At the time of notification of approval the Executive Director shall inform the employee of her need to pay Extended Health and LTD premiums for the duration of the leave if on leave for public duty.**

F) **Bereavement Leave**

A full-time employee shall be entitled to leave with pay, for bereavement purposes, up to a maximum of five (5) days per year. **Credits for the five (5) days shall be placed in the employee's bank on the date of hire and renewed annually. For part-time employees the five (5) day entitlement shall be pro-rated.** This leave is not to be deducted from accumulated sick leave and shall not accumulate from year to year.

If needed, an employee shall be granted an additional unpaid mandatory leave of absence under this Article. Duration of such leave shall be determined by the employee and the Executive Director and shall not exceed four (4) calendar months.

**16.2 Reinstatement from Mandatory Leave**

- i) An employee granted a mandatory leave of absence shall, at the end of the leave or, at an earlier date agreed to by the **Executive Director** and with a minimum of thirty (30) days notice be reinstated to her home position.
- ii) If the home position of the employee is abolished during her absence she shall be subject to the lay-off provisions in accordance with Article 11.



### 16.3 Discretionary Leaves

Discretionary **leave is a** leave of absence without pay **for a specified time period which may be granted by the Executive Director. It is** intended to provide employment security for the employee while meeting the needs of the Employer.

#### 16.3.1 **The Executive Director shall consistently and fairly consider the following principles when determining approval or denial of the application for leave of absence:**

- i) **be** beneficial to the employee and the organization;
- ii) **be** in the best interest of the Rainbow Youth Centre;
- iii) **would** support the objectives of delivering quality services.

#### 16.3.2 **An** employee may be granted a leave of absence for up to twelve (12) calendar months.

- #### 16.3.3
- i) The written request shall be submitted to the Executive Director at least fifteen (15) working days in advance of the requested leave date.
  - ii) The Executive Director shall respond within five (5) working days of **receiving** the request.
  - iii) All employees, except employees in casual or temporary positions, may be granted **a discretionary** Leave of Absence without pay.

### 16.4 **Family Responsibility and Pressing Necessity Leave**

Subject to Appendix B of this Agreement, an employee with sufficient cause may be granted Family Responsibility and Pressing Necessity Leave with pay. Employees shall accumulate credits at a rate of 1/52 of time worked. At no time shall an employee have more than five (5) days worth of credits in their bank.

For the purpose of this article an adult relation includes a domestic partner, mother, father, mother-in-law, father-in-law, grandparent, adult child or someone who has fulfilled one of these roles. Every effort should be made to schedule appointments outside of scheduled work time.

An employee may also be granted up to a maximum of four (4) months' Dependent Care discretionary leave of absence without

pay. An employee shall retain her existing accumulated benefits and seniority at the time such leave commenced.

## **ARTICLE 17 PAY ADMINISTRATION**

17.1 The rates of pay as established in Appendix "A" of this Agreement shall be the rates paid to the employees covered by the Agreement.

17.2 Employees shall be paid Friday of every second week.

### **17.3 Time Sheets**

Employees shall submit time sheets every two weeks **for the supervisor's signature**. Employees may be required to submit a record of hours worked before receiving their pay.

### **17.4 Statement of Earnings**

Employees shall receive a statement attached to each pay cheque showing the gross amount earned, itemized deductions and net amount payable.

### **17.5 Increments**

Upon commencement, all new employees shall be placed at the Start rate for their assigned pay level.

Employees shall receive increments upon accumulation of 1924 hours.

### **17.6 Temporary Performance of Higher Duties**

- a) TPHD must be assigned by the employer and not assumed by the employee. Temporary Performance of Higher Duties may be assigned in the case of an emergency backfill to a vacancy or when the employer requires an employee to temporarily perform the duties of a higher paid position.
- b) An employee, who is temporarily assigned higher duties for more than five (5) days and less than twenty-one (21) consecutive working days, shall be paid at least at Step 1 of the higher pay level. If her current rate of pay is between two steps at the higher pay level, she shall receive the higher step in the higher pay level. An

extension may be provided pending mutual agreement of the parties.

In the case of TPHD for out-of-scope duties, a committee of management and union shall by mutual agreement, develop the assignment of responsibility of duties, time frame and the rates of pay assigned.

**17.7 Promotion Formula**

**17.7.1** On promotion of an employee to a permanent or temporary vacancy, she shall be paid at least at Step 1 of the higher pay level. If her current rate is between two steps in the higher pay level, she shall receive the next higher step in the higher pay level.

**17.7.2 There shall be no interruption to increment dates.**

**17.8 Hiring Rates**

Rainbow Youth Centre may recognize experience and qualifications of a new employee by placing her at a wage rate above the minimum, but not exceeding the maximum of the pay level assigned to the position.

The employer shall inform the Union Committee of all hirings above the minimum rate, and the reason(s) in writing.

When a new employee is hired at a rate above the minimum for the position, other employees within the classification who believe they may have similar experience and qualifications, shall have the opportunity to appeal to the employer.

If satisfactory settlement cannot be affected by the appeal process, the appellant shall have the right to grieve in accordance with Article 5.5.

Where it is determined an appellant has similar experience and qualifications to the new employee her pay rate shall be equalized to the rate of pay allocated to the new employee. Such rate adjustment shall be effective the date of hire of the new employee.

**17.9 Travel and Allowance**

- a) All employees authorized to use their vehicles within Regina in the performance of their duties shall receive compensation at the rate, as adjusted from time to time, between the Public Service Commission and the Saskatchewan Government Employee's Union.
- b) Authorized personal vehicle use outside of Regina shall be voluntary, and compensation will be for gas only, upon presentation of receipts.  
Authorized personal vehicle use outside of Regina, shall be reimbursed at the rate as adjusted from time to time, between the Public Service Commission and the Saskatchewan Government and General Employees' Union, for travel outside of Regina when Rainbow Youth Centre is being reimbursed for the mileage by the host agency.
- c) The compensation rate for authorized meals and accommodation shall be actual and reasonable charges supported by receipts.

**17.10 Changes in Pay Range**

When a higher pay range is assigned to a position, the employee shall move to the same step in the new pay level as held in the previous pay level.

**17.11 Work of Equal Value**

Employees shall receive equal pay for work of equal work.

17.12 When an employee severs her employment, the employer shall, based on a salary reconciliation, pay to such employee any outstanding monies owing or collect any monies owing to the employer for expended, but unearned vacation or sick leave.

**ARTICLE 18 JOB CLASSIFICATION AND RECLASSIFICATION**

**18.1 Maintaining a Classification Plan**

The Employer shall maintain job descriptions in a manual kept in the Employer's office available for inspection.

18.2                    **Classifications Shall be Submitted to the Union**

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

18.3                    **Changes in Classification**

When the duties of any permanent position are significantly altered or changed, or where the Union or the employee feels they are incorrectly classified or when a new permanent position, not covered in Appendix A, is being created during the term of this agreement, the rate of pay, hours of work shall be subject to the Maintenance of the Classification Plan attached hereto as Appendix D. All settlements shall be retroactive to the initiation of the request in writing to change the classification and subject to the regular grievance and arbitration procedure contained in this Collective Agreement.

18.4                    **Downward Classification**

The incumbent in a position shall not have her wages reduced as the result of her position being assigned to a lower pay level.

**ARTICLE 19        SAFETY AND HEALTH**

19.1                    The Employer shall make provisions for the safety and health of workers during hours of work. Workers shall endeavour to point out any health and safety hazards.

19.2                    **Meetings**

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

19.3                    **No Discipline**

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

19.4 **First Aid**

Adequate first aid supplies shall be made available in all employer work sites.

**ARTICLE 20 TERMS OF AGREEMENT**

20.1 **Agreement Subject to Applicable Laws**

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

20.2 **Duration**

This agreement shall be in effect from April 1, **2008** to March 31, **2013** and shall continue from year to year thereafter, unless either party gives to the other party notice in writing that it desires amendment.

20.3 **Wage Re-opener**

**The employer shall notify the Negotiating Chair within thirty (30) days of any new, additional funds or reduced funding made available by the Government of Saskatchewan or any other funding agent.**

**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.**

20.4 **Changes in Agreement**

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

20.5 **Notice to Bargain**

Either party **to this Collective Agreement** desiring to propose changes to this Agreement shall, **no more than sixty (60) days and no less than thirty (30) days prior to the expiry date of the Agreement**, give notice in writing to the other party of their intent to negotiate revisions.

## 20.6

### **Retroactivity**

Any changes to the Collective Agreement shall have an effective date for retroactivity named in the Memorandum of Agreement signed by the parties.

Unless otherwise stated, the provisions herein shall become effective on the date of signing of the Collective Agreement.

**SIGNING PAGE**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 A.D.

**Original Signed On Behalf of  
Rainbow Youth Centre**

**Original Signed on Behalf of  
the Saskatchewan and  
General Employees' Union**

\_\_\_\_\_  
Shelly Christian  
Executive Director

\_\_\_\_\_  
Kim Wolbaum  
Chair, Negotiating Committee  
Local 5126

\_\_\_\_\_  
Wayne Lightfoot  
Board Member

\_\_\_\_\_  
Raylene Bellegarde  
Negotiating Committee Member,  
Local 5126

\_\_\_\_\_  
Marguerite Porter  
Board Member

\_\_\_\_\_  
Sandra Pfeifer  
Negotiating Committee Member,  
Local 5126

\_\_\_\_\_  
Kathy Hine  
AAA, SGEU

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**APPENDIX A**  
**Salary Grid: 2010 – 2011**  
**Effective April 1, 2010**  
**Hourly rates of pay**

Required number of hours to reach next step - 1924				<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>
	<b>Pay level</b>	<b>Point Range</b>	<b>Start</b>								
	1	to 199	9.27	9.61	10.24	10.86	11.49	12.11	12.73	13.36	13.98
	2	200 to 299	9.67	10.03	10.65	11.28	11.90	12.53	13.15	13.77	14.40
	3	300 to 399	10.25	10.63	11.26	11.88	12.50	13.13	13.75	14.38	15.00
	4	400 to 499	12.99	13.48	14.11	14.73	15.35	15.98	16.60	17.23	17.85
	5	500 to 599	14.55	15.11	15.73	16.35	16.98	17.60	18.22	18.85	19.47
	6	600 to 699	15.59	16.19	16.81	17.43	18.06	18.68	19.31	19.93	20.55
	7	700 to 799	16.63	17.27	17.89	18.52	19.14	19.76	20.39	21.01	21.63
	8	800 to 899	19.23	19.97	20.60	21.22	21.84	22.47	23.09	23.71	24.34
	9	900 to 1000	20.67	21.47	22.09	22.72	23.34	23.97	24.59	25.21	25.84

**Note:** Step 1 is an approximately 4% increase from Start (to cover pension deduction)  
Steps 2 - 8 each represent approximately \$1200/year increase from the previous step.

**Additional Financial Benefits**

Pension: (When Qualified) additional 4% of annual salary, reflected commencing at step 1

LTD: additional 1.5% of annual salary

COLA: Motion to approve COLA based on long-standing Rainbow formula to be taken to the Board of Directors each fiscal year for decision based on ability to pay

**APPENDIX A-1**  
**COLA INTREPRETATION**

- COLA Formula provides Long-standing Cost of Living Allowance Formula to Calculate Annual Salary Increases to Staff.
- This formula provides an equal bonus per hour for time worked in the previous fiscal year, based on the cost of living over that year. This bonus is then multiplies by the regular number of hours worked in a year (1924) to arrive at an amount which is added to each level of the pay grid as of the beginning of the following year.
- The bonus is paid to persons employed by Rainbow Youth Centre at the time of calculation, including those on leave from the organization.
- The calculation formula starts by identifying the Cost of Living over the previous fiscal year. This is a percentage, and it comes from Statistics Canada's Consumer Price Index by City. (Table 8 of the Consumer Price Index for March of the year in question.) The figure to be used (a) is the Percentage Change for that March from March of the previous year for "REGINA, SASK. All-items".
- A list is drawn up of all persons employed at Rainbow as of the time of calculation of the bonus. In one column, list the hours worked by each employee for the year (b), and in another column, list the remuneration received by that employee (c).
- The COLA is the total pay (c) times the Consumer Price increase (a) divided by the number of hours worked by the employees (b). [COLA =  $c \times a/b$ ]. The COLA shall be calculated by October 31<sup>st</sup> of each year.
- This amount is then multiplied by the number of hours worked by each employee (b) to give the amount of bonus owed to each of them. The amount is also multiplied by 1924, rounded to the nearest \$5.00, and added to each level of the salary grid in the Collective Agreement.

**APPENDIX B**  
**FAMILY RESPONSIBILITIES AND PRESSING NECESSITY LEAVE**

Family Responsibilities shall include but are not limited to:

- a) making arrangements required for education, e.g.: registration, inoculations, kindergarten orientation, etc.
- b) court appearances for family reasons, e.g.: child custody, divorce proceedings.
- c) other circumstances that are non-emergency family responsibilities where one has an obligation or duty.
- d) illness of regular caregiver.

Eldercare shall include but is not limited to:

- a) physician appointment
- b) arranging care and/or personal matters
- c) emergency situations
- d) critical illness of an adult relation
- e) unforeseen medical situation of an adult relation when no other person can provide for their needs.

Dependent Care shall include but is not limited to:

- a) illness of dependent(s) where no other person can provide for their needs.
- b) medical emergencies involving immediate family

Domestic and/or Emergency shall include but not limited to:

- a) emergency sickness or grave illness to the employees' immediate family or household
- b) other circumstances over which the employee has little or no advance warning or control e.g. fire, flood, severe blizzard etc.
- c) automobile accidents to/from place of employment
- d) matters arising from theft of personal property

## **APPENDIX C RAINBOW YOUTH HARASSMENT PREVENTION POLICY**

### **STATEMENT OF COMMITMENT**

As an employer, the Rainbow Youth Centre (RYC) values the dignity of all employees and is committed to providing a respectful workplace, one that is harassment free and in which all individuals are treated with respect. The expectation is that all employees will create and maintain a work environment that is respectful of all persons in it.

Harassment in the workplace is unacceptable and against the law. It will not be tolerated in any form.

### **APPLICATION**

This policy applies to all RYC employees, volunteers working on behalf of RYC and fee-for-service individuals under contract to the RYC. Applicants and candidates for employment are also covered.

Harassment will not be tolerated in any work-related setting, such as work-related conferences, seminars, travel and social events.

### **GUIDING PRINCIPLES**

**Mutual Respect and Trust** are identified, as the key principles need to guide the overall approach in dealing with the issue of workplace harassment.

### **VISION & STRATEGIC APPROACH**

The vision is a high level of respect and trust between all people in the Rainbow Youth Centre workplace. The strategy is to support a high level of respect and trust between individuals and to resolve conflict situations constructively, thereby helping to create and maintain a workplace that will not support or tolerate harassment. Further, this strategy is intended to dissuade any particularly or violent forms of harassment by providing a quick and strong response to such situations.

### **DEFINITION OF HARASSMENT**

**Harassment is any action directed toward at an employee that:**

- i) is directed at a worker;
- ii) **is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical**

- iii) **size or weight, age, nationality, ancestry or place of origin, and/or adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably know would cause a worker to be humiliated or intimidated. Under this category the harassment must:**
- **Involve repeated action or display, or**
  - **Involve a single, serious occurrence that has been established to have caused a lasting harmful effect on a worker, and**
- Not be any reasonable action that is taken by an employer or supervisor relating to the management and direction of the employer's workers or the place of employment.**

It is recognized there may be incidents of objectionable conduct not based on grounds covered by this policy. Should incidents of this nature occur, it is up to management to determine how they are to be handled. All parties are encouraged to work to resolve issues of this nature as quickly as possible.

**Note: If the person feels they are in an immediate risk situation please refer to page 52 (section titled IMMEDIATE RISK SITUATIONS).**

## **EMPLOYER RESPONSIBILITY**

The employer is legally obligated and shall ensure that no employee is subjected to harassment, whether it is from a supervisor, co-worker, or non-employee such as a client or customer.

## **EMPLOYEE RESPONSIBILITY**

No employee shall participate in or encourage the harassment of a supervisor, co-worker, or non-employee such as a client or customer.

## **OVERALL RESPONSIBILITY**

Developing and sustaining healthy working relationships is part of every person's job at the Rainbow Youth Centre.

## **COMPLAINT PROCEDURE**

### **Informal Options**

Other than for situations, which the employee considers himself or herself to be at immediate risk, an employee is encouraged to consider the following informal options:

- raise the issue with the person whose behaviour is a problem. This could be done verbally or in writing;
- contact a confidential counseling services for advice or helping to identify reasonable options for resolution;
- inform a supervisor, manager, steward or Occupational Health and Safety Committee member of the problem and ask him or her to:
  - help assess their options;
  - develop an action plan for resolution and help to implement the plan;
  - informally discuss the situation with the accused person or;
  - help identify a facilitator to assist in finding resolution and provide follow up.

If the conflict is not able to be resolved by the individuals and their local resources mediation or similar third party intervention can be requested upon the mutual agreement of those involved in the conflict. Application for mediation services is through the Executive Director, any supervisor, steward or any member of the Occupational Health and Safety Committee.

Trained experienced mediators should conduct the mediation process. They can assist two or more parties to reach a resolution or resolve conflict.

### **Formal Options**

If the employee considers informal options are inappropriate or unsuccessful, an employee can file a formal complaint with one of the following people:

- Executive Director
- any supervisor
- steward
- if the alleged actions fall within the parameters of the *Occupational Health and Safety Act, 1993*, an Occupational Health and Safety Officer.

### **IMMEDIATE RISK SITUATIONS**

Any employee who believes their health or safety to be in an immediate risk situation from any form of harassment is strongly encouraged to contact any individual or group (inside or outside of the Rainbow Youth Centre) who they feel is in the best position to offer help. Immediate risk situations require the elimination of the potential of harm to employees as quickly as possible. The last page of this policy provides a complete list of contacts and phone numbers that may assist.

## **CONFIDENTIALITY**

Any complaint of harassment will be kept in confidence, except as is necessary to investigate and resolve the situation, or as may be required by law.

## **INVESTIGATION**

The Executive Director is responsible for ensuring a complete and full investigation is undertaken immediately and for determining who is to conduct the investigation. If the Executive Director determines she or he may be in a conflict of interest, she or he may defer the matter to the Board of Directors.

The accused person will be promptly notified of the complaint.

The investigator is encouraged to suggest mediation at any time during the investigation if they believe it will lead to resolution.

Note: No investigation will take place without a signed formal complaint. Complaints respecting events that are more than six months old will not be investigated.

## **DEALING WITH A FORMAL COMPLAINT**

### **Written Report**

Within seven working days of completing the investigation, the investigator will submit a written report to the Executive Director, with simultaneous copies to the union, if applicable, the complainant and the respondent. In the event of multiple respondents only the details of the report pertaining to the individual respondent will be provided to that respondent.

The report will detail the following:

- the complaint;
- statement of respondent(s)
- a list of witnesses;
- witness statement
- relevant documents;
- findings of the investigation;
- the investigators conclusion as to whether harassment occurred.

The investigator's report will include a recommended course of restorative action where appropriate, but will not provide recommendations regarding disciplinary action.

## **DISCIPLINE**

If the investigator reveals evidence to support the complaint of harassment, the person will be disciplined appropriately. Discipline may range from a verbal reprimand to suspension or dismissal, and the incident will be documented in the person's file.

## **DOCUMENTATION**

If the investigation fails to find evidence to support the complaint, there will be no documentation concerning the complaint placed in the file of the accused person.

## **RETALIATION**

Retaliation against any individual for reporting harassment or providing information will not be tolerated.

## **BAD FAITH COMPLAINTS**

Complaints should be undertaken with great care because they may result in pain and damage to the respondent's reputation. Complaints made in bad faith and without factual basis may constitute defamation and may be actionable by the respondent. Such complaints may result in disciplinary action, up to and including dismissal.

## **REPRESENTATION**

Union members have a right to union representation during any of these processes. Non-union employees are also entitled to representation by a person of their choice.

## **APPEAL PROCESS**

Within 120 days, either the complainant or the respondent may make a written request that the investigation be reviewed for thoroughness. The request must state what aspect of the investigation is inadequate. The request must be submitted to the Executive Director, or if necessary, the Board of Directors who will determine if the investigation is to be reopened to address concerns raised.

## **OTHER OPTIONS**

This policy is meant to provide an effective redress mechanism. However, every employee also has the right to file a complaint with an outside agency, such as a Human Rights Commission or the Occupational Health and Safety Division, Saskatchewan Labour.



## Where to Go for Information or Help

- The Executive Director or supervisor;
- your Steward;
- a member of your Occupational Health and Safety Committee;
- Occupational Health and Safety Division, Saskatchewan Department of Labour (1-800-667-8577);
- Saskatchewan Government & General Employee's Union – 306-522-8571
- a local union official (no union official will be involved when the complainant and respondent are both out-of-scope);
- The Saskatchewan Human Rights Commission (1-800-667-8577), or;
- The Regina City police (306-777-6500) if an assault or other crime has allegedly occurred.

**Note:** Confidential counseling services have been arranged with Mental Health Services. Contact: Manager, Child and Youth Services, 1601 College Avenue, Regina 766-7893.

Revised/Renewed for Inclusion in Collective Bargaining Agreement – May 2006.

## **APPENDIX D MAINTENANCE OF THE JOB EVALUATION PLAN**

### **1. Purpose**

The purpose of the Classification Plan is to jointly implement and maintain a single classification plan to achieve equal pay for work of equal value for all in-scope positions within the Rainbow Youth Centre.

This Classification Plan is intended to evaluate jobs, not people, nor performance.

### **2. Principles and Values**

1. Equal pay for work of equal value:
  - Job evaluation factors established measure skill, effort, responsibility, and working conditions. These factors are divided into sub-factors as noted in the definition of 'Factors' below.
  - Factors are generic, gender neutral, capable of measuring all aspects of work, and are applied to all positions in the bargaining unit.
  
2. Employment Rights:
  - Employees have a right to know what their duties and responsibilities are and what the corresponding salary range is for that set of duties.
  - The employer has the right to assign duties and responsibilities to ensure the mandate of the organization is achieved.
  - In the event of changes in duties and responsibilities, the employee has a right to know how their job is affected and a right to request a review of such changes.

### **3. Definitions**

**Incumbent** – The employee who is permanently assigned to a position.

**Position** – A job within a group of jobs assigned duties and responsibilities that are similar in nature.

**Classification** – a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same pay level can be equitably applied to all positions in the group.

**Classification Plan Committee** – The Committee assigned responsibility to maintain the provisions of the Classification Plan in accordance

with the terms of this Maintenance Agreement and the Collective Agreement.

Collective Agreement – The Collective Agreement currently in effect, as amended from time to time, between the Rainbow Youth Centre and the Union.

Factors - The criteria used to measure all jobs, namely: Job Knowledge, Interactive Communication Skills, Mental Effort, Physical Effort, Problem Solving, Decision Making Authority, Responsibility for the Work of Others, and Working Conditions. These Factors are attached hereto as Appendix A.

Job Description – The written description of a position which includes the summary of the major duties and responsibilities listed in order of importance and the qualifications required. The job description shall also include the rating of the position in each of the Factors.

Job Evaluation – A process which measures the value of positions in relation to each other; this value is expressed in points.

Job Rating - The total points assigned to a job evaluation process.

Pay Group - A designation associated with a salary range within the salary schedule.

Points - The numerical expression assigned to each level within each factor.

Point Bands - The range of total points for each pay group. These point bands are attached hereto as Appendix B.

Salary Schedule – A listing of classifications, point bandings and pay groups.

Total Points – The sum of all points allotted to each position for all factors determined in accordance with the Classification Plan.

#### **4. Classification Plan Committee**

The Committee shall be comprised of three (3) representatives appointed by the Employer and three (3) representatives elected or appointed by the Union. The Employer and the Union shall each designate one of its representatives to act as co-chairperson

Committee members appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods spent working on

the business of the Committee. These members shall continue to have all rights and privileges of the Collective Agreement. Committee members shall not rate their own positions.

Decisions of the Committee shall be made by consensus. Once consensus is achieved, the Committee's decision shall be final, binding and enforceable on all parties.

The Committee shall implement and maintain the Classification Plan by:

- a) Carrying out all steps of the Plan;
- b) Maintaining the integrity of the Plan;
- c) Recommending to the parties changes to the Classification Plan, its procedures or methods, as may be deemed necessary from time to time.
- d) Developing guidelines for working together, including terms of reference for the Committee and maintenance of confidentiality.
- e) Maintaining records of the business of the Committee including minutes of meetings, ratings of all reviewed positions and the rationale for such ratings.

If there is a conflict of interest, or a potential conflict of interest, the Committee shall identify and record it, identifying the measures taken to eliminate or negate the conflict.

## **5. Maintaining the Classification Plan Process**

Maintenance of accurate job descriptions and ratings for all positions is important to maintaining the integrity of the Classification Plan. The Employer has the responsibility to create or amend job descriptions.

Scheduled reviews shall commence following finalization of all reconsiderations resulting from the implementation of the plan. It is the intention of the parties to review all jobs within a four year time frame.

The comprehensive review process shall follow generally the procedure of completion/review of the Job Questionnaire, preparation/revision of job descriptions, and ratings as set forth in Section 6.

The Executive Director, or his/her designate, and a representative appointed by the Union (the Raters) will meet to rate any new positions or revised positions according to the Classification Plan factors. All decisions on reviews shall be provided to the affected party(ies) within 10 working days of receipt of the request for review. The decision shall be in writing and shall include a rationale for the rating assigned.

If consensus on the rating cannot be achieved, then it shall be referred to an Arbitrator appointed in accordance with Article 6 of the Collective Agreement. When appointing an Arbitrator, the parties shall endeavour to appoint individuals who have a background/expertise in job evaluation systems. All decisions by an Arbitrator shall be final, binding and enforceable on all parties.

## **6. Right of Review**

### Encumbered Position

When the duties, responsibilities, or qualifications of a position have been altered or changed, the permanent incumbent to the position shall have the right to request a review of the classification of the position. The Steward Council shall have the right to initiate such a review on behalf of the Bargaining Unit. The Employer shall also have the right to initiate a classification review. The request for review shall be submitted concurrently to the Executive Director and to the Union.

The permanent incumbent of the position shall be requested to complete a new Job Questionnaire indicating the changes in the duties, responsibilities and/or qualifications and the impact upon the relevant factors. The revised Job Questionnaire shall be rated by the Raters.

If the Raters cannot agree on a rating, the matter shall be automatically referred to an Arbitrator appointed in accordance with Article 6 of the Collective Agreement.

### New Position

When the Employer creates a new position not previously classified, they shall write a job description and complete a Job Questionnaire. The Classification Plan Committee shall meet and rate the position in accordance with the Classification Plan factors. The parties to the Collective Agreement shall continue to negotiate all other provisions for the new position in accordance with Article 18.

The Committee shall attempt to reach consensus on the rating of the new position. If consensus is achieved, the decision of the Committee shall be binding on all parties and the Employer shall proceed with posting of the new position in accordance with Article 9 of the Collective Agreement.

If consensus on the rating cannot be achieved, then it shall be referred to an Arbitrator appointed in accordance with Article 6 of the Collective Agreement.

## **7. Right to Appeal**

### **1. On Implementation:**

Incumbent(s) may appeal the decision resulting from the initial classification review. An appeal shall be initiated within ten (10) working days of receipt of the decision of the Committee. The notice of appeal shall be in writing. Such notice shall clearly state the factor(s) being appealed and the reasons for the appeal. Appeals will initially be considered by the Classification Plan Committee. If consensus cannot be achieved by the Committee the appeal shall be referred to an Arbitrator in accordance with the provisions as stated above.

### **2. Subsequent Review**

If the incumbent, or the Steward Council, does not agree with the rating as provided by the Raters, they shall have the right to submit a notice of appeal within ten (10) working days of receipt of the decision. The notice of appeal shall be in writing. Such notice shall clearly state the factor(s) being appealed and the reasons for the appeal. The appeal will initially be considered by the Classification Plan Committee. If consensus cannot be achieved by the Committee the appeal shall be referred to an Arbitrator in accordance with the provisions as stated above.

## **8. Purpose of the Appeal**

The purpose of an appeal is to examine and substantiate evidence, to determine the appropriate and final rating of relevant factors.

The only evidence that can be brought forward on appeal is that which relates to the factor originally appealed. The Raters, Classification Plan Committee and the Arbitrator may not consider the ratings of any other factors not appealed.

<b>FACTOR 1:            Job Knowledge</b>
---

This factor measures the actual or full working level knowledge required to independently perform the full duties of the job assignment. A full working level knowledge is a combination of formal or self-education and training and program/function/organization-related knowledge gained through experience.

Knowledge is considered to have four primary components. Job knowledge can consist of one or all of the following components:

- internal or organization related knowledge gained from experience working within Rainbow Youth Centre,
- external knowledge of organizations and issues that have an impact on Rainbow Youth Centre,
- functional knowledge, and
- knowledge gained from training or formal education.

This factor **does not** measure the knowledge of the incumbent. This factor measures the **full working level knowledge** necessary to do the job duties.

**Notes to Raters:**

Definition:

In Level 1     “basic knowledge” means core, fundamental.

In Level 2     “general knowledge” means sufficient for practical purposes.

In Level 3     “working knowledge” means functional, non-theoretical knowledge  
– know the “how”, but not necessary to know the “why”.

In Level 4     “thorough and in-depth knowledge” means both theoretical and practical knowledge.

**The position has to meet the full intent of the factor level in order to be rated at that level.**

<b>FACTOR 1:            Job Knowledge (continued)</b>
---

**FUNCTION/PROGRAM/SERVICE AREA**

A group or section of employees who share a distinct body of knowledge including, but not limited to:

- Administration
- Building Operations
- Finance
- Youth Care Work
- Attendance Centre (Skills Development Program)
- Road to Employment
- Kids First
- Young Parent Program



<b>FACTOR 1:</b>	<b>Job Knowledge (continued)</b>
------------------	----------------------------------

LEVEL	DESCRIPTION
1	<ul style="list-style-type: none"> <li>• Job requires basic knowledge to perform straightforward tasks with minor variation. Minimal training is required.</li> <li>• Instructions, sequences, alternatives and choices for a variety of straightforward routines and tasks exist.</li> <li>• Skill in using straightforward or common tools and equipment such as photocopiers, calculators, hand and power tools, etc. may be required.</li> </ul>
2	<ul style="list-style-type: none"> <li>• Job requires general knowledge of detailed practices and procedures within a specific area. Work involves performing detailed procedures and knowledge of a variety of detailed but not complex procedural instructions. Background information about the work unit and related routines is required to accomplish the work.</li> <li>• Acquisition of knowledge needs more than observation and simple instruction to acquire and some specific, short-term practical training may be required.</li> <li>• Skill in using a <i>variety</i> of tools and equipment may be required.</li> </ul>
3	<ul style="list-style-type: none"> <li>• Job requires working knowledge of procedures such as complex, technical or function, program/service area specific information.</li> <li>• General knowledge of a program/service/function is required to enable provision of information to direct inquiries and referrals.</li> <li>• Working knowledge of available community resources.</li> <li>• Skills in using advanced features of computers, tools, etc. and presentation equipment may be required.</li> </ul>
4	<ul style="list-style-type: none"> <li>• Job requires a thorough and in-depth knowledge of policies, procedures, and operations in a specialized function, program or service area.</li> <li>• Knowledge to apply ideas, explain rationale, and identify implications from a specialized function/program/or service area.</li> <li>• Knowledge enables the provision of advice and guidance in matters requiring interpretation of policies and requires a problem-solving approach.</li> <li>• General knowledge of other program/service areas.</li> </ul>

## **FACTOR 2: Interactive Communication Skills**

This factor measures the skills required to influence others or modify their actions and behaviour. Consideration is given to the interaction with others orally and in written form to relay, present, or obtain information or ideas.

- Level 1 Exercise courtesy, tact and diplomacy relating to the exchange of information. Responds to requests or immediate needs of others where the purpose is clear and an immediate response is possible. This includes reaching agreement with others, including co-workers.
- Level 2 Interacts with or calms others, where the situation is at first unclear to one or more of the parties and requires establishing rapport, developing an appreciation of the situation, providing assurances, support, and/or empathy, where there is no requirement to resolve the conflict, to achieve mutual understanding and acceptance. If the disagreement persists, seek assistance and refers problems for resolution.
- Level 3 Achieves understanding through persuasion or negotiation where programs, actions or decisions are called into question or where it is necessary to convince others to adhere to generally accepted standards. Calms the persons involved, sorts statements which may be conflicting, and provides explanations of standards and policies in order to expedite action and achieve mutual understanding and acceptance.
- Intervenes to modify behaviour in immediate circumstances and refers clients to others if necessary. This includes assessment and case planning involving short and long-term behavioural and attitudinal goals and use of counseling modalities which help to define, clarify or increase understanding of problems and capacities for dealing with them; and/or provides direction and assistance concerning daily living skills.
- Level 4 Lead responsibility to convince others to accept and adhere to standards or agreed courses of action includes; promotion, encouraging partnerships/collaboration, reconcile differing points of view, facilitate consensus, and develop and maintain relationships.
- Level 5 Lead responsibility to secure co-operation and influence agreement on direction, policies, standards and services, reconcile divergent points of view, facilitate group consensus, and develop and maintain relationships.

**FACTOR 3:           Mental Effort**

Mental effort is the sensory concentration and demand required to achieve the work. This factor presumes that all OH&S requirements have been met and are practiced.

Level 1  
Light

Work involves sensory concentration to perform work where it is possible to shift attention away, but continue to perform the task; and/or Work involves mental demand from working with others, eg. Requests for information.

Level 2  
Medium

Work involves sensory concentration where exactness is important. Interruptions unrelated to the task at hand results in disrupting the completion of the task. (interviews, word processing, delivering presentations); and/or Work involves mental demand from working with people who are rude, impolite, or require support or empathy; or leading groups where there is a requirement to listen, clarify, restate, summarize and consolidate responses.

Level 3  
Heavy

Sustained, sensory concentration is required where exactness is critical. Interruptions, even for a moment, may cause injury to others, or damage to property; and/or. Work involves mental demand from working with hostile individuals, or individuals who have learning, speech, or other sensory barriers.

## **FACTOR 4:           Physical Effort**

Physical effort is the exertion and physical demand which is regular, recurring and inherent to the job.

This factor presumes that all OH&S requirements have been met and are practiced.

### Level 1

Light

Work is primarily sedentary with unrestricted movement and limited physical exertion, for example:

- Keyboarding, writing
- Driving
- Lifting/carrying up to 5 kg.

### Level 2

Medium

Work involves physical activity and exertion, for example:

- Standing/walking
- Bending/reaching/stretching
- Lifting loads from 6 to 15 kg.
- Climbing stairs

### Level 3

Heavy

Work is physically demanding, for example:

- Physically demanding (sport/recreational activities)
- Physical effort above walking
- Lifting loads more than 16 kg.
- Climbing stairs multiple times over a short period or while moving objects or equipment
- Climbing ladders/scaffolding
- Manipulating/operating heavy tools/machines/equipment

## **FACTOR 5:            Problem Solving**

This factor measures the level of a job's mental effort to resolve problems and issues typically assigned to the job.

- Level 1            Problems are evident identified for the job, or easily anticipated. Solutions are achieved through the application of established procedures where no comparison or choice is required.
  
- Level 2            Problems require identification. Causes are usually evident once the problem is identified, or are identified for the job or causes are not relevant to the action required. Solutions are achieved by obtaining information and choosing from established procedures.
  
- Level 3            Requires identification of problems, determination of the cause and why the cause occurred before action can be taken. Solutions are achieved by analyzing information and comparing to established criteria. Once information is obtained solutions require judgment to choose from a variety of possible approaches, where outcomes are predictable but not certain.
  
- Level 4            Requires identification of problems and their causes. Causes must be determined before action can be taken. Solutions are achieved through in-depth analysis. Once information is obtained choice is made from a variety of possible approaches.
  
- Level 5            Requires identification of problems through in-depth research of issues, evaluation of the outcomes of potential solutions and/or the evaluation of programs. Solutions involve the development and integration of programs and long-term strategic alternatives involving various possible outcomes, that others deliver, in order to achieve overall service delivery goals.

**FACTOR 6:            Decision Making Authority**

This factor measures the assigned authority to independently make decisions, the impact of decisions made, and the degree of care required to prevent injury or harm.

- Level 1            Authority to follow established procedures in performing own work. Checking is not required, due to clear, detailed and specific nature of the work.
  
- Level 2            Authority to adapt procedures in performing own work. Decisions are within policies and the majority are reviewed before being implemented.
  
- Level 3            Authority to make decisions which are within policies where the majority of these decisions are accepted without review. Several times per month, but not every week may be required to exercise discretion outside of policy.
  
- Level 4            Authority of the job is such that on a weekly basis it makes decisions which are outside of written policies where the majority are reviewed after the decision has been implemented. Such decisions may but do not have to be based on precedent, or establish precedent for future decisions in response to specific cases, but may set a standard for future use by others.

**FACTOR 7:                    Responsibility for the Work of Others**

This factor measures the extent to which the employee is required to supervise the work of others. In this factor “staff” may include other employees, volunteers, and/or practicum placements.

Full responsibility for the work of staff means the employee is accountable for line supervision of staff, providing recommendations on selection of staff; approves work schedules, establishes desired outcomes and maintains quality, accuracy and quantity of work; plans for staff development and training; resolves staff conflicts, coaches for performance improvement, prepares and conducts performance evaluations; and advises management on disciplinary matters

- Level 1            No direct responsibility for the work of staff.
  
- Level 2            Responsibility to organize portions of the work of other staff, where the staff reports formally to a different supervisor or responsibility for checking and verifying the accuracy of the work where there is responsibility to follow-up to ensure the correction is made. This level includes occasional shared supervision of new staff.
  
- Level 3            Full responsibility for the work of staff of up to and including 1 FTE, or have permanently assigned and ongoing shared responsibility for the work of other staff.
  
- Level 4            Full responsibility for the work of other staff of more than 1 to less than 4 FTE's.
  
- Level 5            Full responsibility for the work of other staff of 4 or more FTE's.

## **FACTOR 8: Working Conditions**

This factor measures the demands and exposure to conditions found in the workplace, such conditions being unavoidable given the nature of the work. Consideration is given to conditions that are distracting, aggravating, or potentially hazardous.

The factor measures the level of injury that may occur due to varying frequencies to events taking place on the job.

- Level 1 Work involves demands and conditions that are disagreeable and discomforting, such as:
- Deadline pressures caused by interruptions from others where there is no control over interruptions from up to and including 4 hours per week.
  - Strain or compressed nerve injury from repetitive tasks performed 0 up to and including 4 hours per week.
  - Working with a lot of background noise, below 85 decibels, where there is opportunity to remove oneself from the noisy condition.
  - In contact, or in close proximity with clients where it is known that they have treatable short-term communicable diseases (e.g. cold, flu).
  - Driving alone or with other staff.
  - In contact with substances such as cleaning agents, toner, markers, glue, dust, or dampness.
  - Exposure to rude or impolite language or behaviour.
  - Glare from computer screens or overhead lights.
  - Operating/using objects and equipment that could result in minor injuries.
- Level 2 Work involves demands and conditions that are negative, unfavourable, adverse, and may cause harm, such as:
- Deadline pressures caused by interruptions from other where there is no control over interruptions from over 4 up to and including 10 hours per week.
  - Strain or compressed nerve injury from repetitive tasks performed over 4 up to and including 10 hours per week.
  - Working with a lot of background noise, below 85 decibels, where there is no opportunity to remove oneself from the noisy condition (e.g. working in an open office).
  - In contact, or in close proximity with clients where they may have treatable longer-term communicable diseases (e.g. tuberculosis, hepatitis A).
  - Occasional driving with clientele.



- In person anger or hostility where there is an expectation on you to intervene.
- Operating/using objects and equipment that could result in risk to personal safety (requires medical attention).

### Level 3

Work involves demands and conditions that are hazardous and disabling and may cause permanent damage, such as:

- Deadline pressures caused by interruptions from others where there is no control over interruptions from over 10 hours or more per week.
- Strain or compressed nerve injury from repetitive tasks performed over 10 hours per week.
- Working with a lot of background noise, above 85 decibels.
- In contact, or in close proximity with clients where they may have longer-term communicable diseases (e.g. HIV, hepatitis B/C, ebola).
- Daily driving with clientele or supervising an inexperienced driver for the purposes of driver training.
- In contact with toxic substances such as chemicals and caustic cleaning fluids.
- Exposure to threats of intimidation or physical harm.
- Working at heights using scaffolding over 6 feet (2 meters), operating power or pneumatic tools such as saws, drills, or nail guns.

Note: As a general rule of thumb, 85 decibels of background noise is a level at which one could carry on a normal conversation without raising their voice.

Point Values for the Levels of each Factor  
March 10, 2008

<b>Factor</b>	<b>Weight %</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
1. Job Knowledge	21 %	21	84	147	210	XXXXXX
2. Communication	18 %	18	58	98	139	180
3. Problem Solving	18 %	18	58	98	139	180
4. Decision Making	16 %	16	64	112	160	XXXXXX
5. Responsibility for the Work of Others	10 %	10	33	56	79	100
6. Physical Effort	7 %	7	39	70	XXXXXX	XXXXXX
7. Mental Effort	5 %	5	28	50	XXXXXX	XXXXXX
8. Working Conditions	5 %	5	28	50	XXXXXX	XXXXXX

## **JOB QUESTIONNAIRE**

### **PURPOSE**

The purpose of this questionnaire is to collect concise and accurate information about your job responsibilities. This information is to be used by the Job Evaluation Committee to grade the job using the agreed to factor based system. The questionnaire looks at various dimensions of the work. It examines the level of Skill, Effort, and Responsibility required in the job, and the Working Conditions of the job.

This questionnaire does not measure how well you do your job, but rather asks about what work is done in the job.

### **INSTRUCTIONS**

1. Before beginning, please read through the entire questionnaire to avoid duplication of information in the answers provided.
2. Take time in completing the questionnaire and feel free to use additional sheets of paper if more space is required. When answering each question, please refer to the relevant factors as provided.
3. Please print, type or write answers clearly. Point form or sentences may be used when answering questions. It is important to provide enough information for a full understanding of the job.
4. Please answer the questions fully and factually. Answer all questions in a way that will allow anyone to understand the job. Please provide answers that reflect the requirements of the job only.
5. Use concise sentences when describing job details and try to start sentences with an action verb wherever possible. (A few examples of action verbs include: carries, files writes, directs, types, reads, drives, inspects, answers, calculates, cleans.)
6. When answering questions try to provide 1 or 2 examples, where applicable. Examples will assist the Job Evaluation Committee to better understand the nature of the job.
7. Consider typical job responsibilities over the course of an entire year. If work is project based, consider the typical activities undertaken to complete the project.
8. After completing the questionnaire it should be forwarded to your immediate supervisor.

**BACKGROUND INFORMATION**

**DATE:** \_\_\_\_\_ **YOUR NAME:** \_\_\_\_\_

**POSITION TITLE:** \_\_\_\_\_

**LOCATION:** \_\_\_\_\_ **Hours of work (i.e. 74 hours/payperiod)** \_\_\_\_\_

**Please provide the following information, as applicable.**

**IMMEDIATE SUPERVISOR'S NAME:** \_\_\_\_\_

**TITLE** \_\_\_\_\_

A. Please describe briefly the primary purpose of this position. This should not be more than two or three sentences.

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**Factor #1 Skill – Job Knowledge**

This factor measures the actual or full working level knowledge required to independently perform the full duties of the job assignment. A full working level knowledge is a combination of formal or self-education and training and program/function/organization-related knowledge gained through experience.

Knowledge is considered to have four primary components. Job knowledge can consist of one or all of the following components:

- internal or organization related knowledge gained from experience working within Rainbow Youth Centre,
- external knowledge of organizations and issues that have an impact on Rainbow Youth Centre,
- functional knowledge, and
- knowledge gained from training or formal education.

This factor **does not** measure the knowledge of the incumbent. This factor measures the **full working level knowledge** necessary to do the job duties.

For each of the primary responsibilities, describe the knowledge required, how the knowledge is applied or used and how the knowledge is typically obtained or learned.

Knowledge of:	How applied/used	How typically obtained/learned
e.g. software programs	Create correspondence, meeting minutes, documents, data entry and manipulation, etc.	Completion of Office Education program at SIAST. Completion of courses specific to software programs (Word, EXCEL, etc.). Previous work and/or life experience.
e.g. filing systems	Retain, store and retrieve documentation	Completion of Office Education program at SIAST. On the job experience.

## Factor #2 Interactive Communication Skills

This factor measures the skills required to interact and communicate with others in order to achieve objectives. Consideration is given to the interaction with others orally and in written form to relay, present, or obtain information or ideas.

1. Please indicate the statement which best describes this position.

- \_\_\_\_\_ Exercise courtesy, tact and diplomacy relating to the exchange of information. Responds to requests or immediate needs of others where the purpose is clear and an immediate response is possible. This includes reaching agreement with others, including co-workers.
- \_\_\_\_\_ Interacts with or calms others, where the situation is at first unclear to one or more of the parties and requires establishing rapport, developing an appreciation of the situation, providing assurances, support, and/or empathy, where there is no requirement to resolve the conflict, to achieve mutual understanding and acceptance. If the disagreement persists, seek assistance and refers problems for resolution.
- \_\_\_\_\_ Achieves understanding through persuasion or negotiation where programs, actions or decisions are called into question or where it is necessary to convince others to adhere to generally accepted standards. Calms the persons involved, sorts statements which may be conflicting, and provides explanations of standards and policies in order to expedite action and achieve mutual understanding and acceptance.
- \_\_\_\_\_ Intervenes to modify behaviour in immediate circumstances and refers clients to others if necessary. This includes assessment and case planning involving short and long-term behavioural and attitudinal goals and use of counselling modalities which help to define, clarify or increase understanding of problems and capacities for dealing with them; and/or provides direction and assistance concerning daily living skills.
- \_\_\_\_\_ Lead responsibility to convince others to accept and adhere to standards or agreed courses of action includes; promotion, encouraging partnerships/collaboration, reconcile differing points of view, facilitate consensus, and develop and maintain relationships.
- \_\_\_\_\_ Lead responsibility to secure co-operation and influence agreement on direction, policies, standards and services, reconcile divergent points of view, facilitate consensus, and develop and maintain relationships.







summarize and consolidate responses.

Heavy Sustained, sensory concentration is required where exactness is critical. Interruptions, even for a moment, may cause injury to others, or damage to property; and/or Work involves mental demand from working with hostile individuals, or individuals who have learning, speech, or other sensory barriers.

## Factor #4 Physical Effort

Physical effort is the exertion and physical demand which is regular, recurring and inherent to the job.

This factor presumes that all OH&S requirements have been met and are being practiced.

Indicate the typical, regular and recurring physical efforts and exertion that are required in the work. Add additional examples of physical demands that are required in the work and that are regular and recurring efforts.

### B. Physical Effort

Indicate the typical, regular and recurring physical efforts and exertion that are required in this position. Add additional examples of physical demands that are required in this position and that are regular and recurring efforts.

- \_\_\_\_\_ keyboarding
- \_\_\_\_\_ writing
- \_\_\_\_\_ sitting
- \_\_\_\_\_ driving
- \_\_\_\_\_ lifting/carrying up to 5 kg.
- \_\_\_\_\_ standing/walking/climbing stairs
- \_\_\_\_\_ bending/reaching/stretching
- \_\_\_\_\_ lifting loads from 6 to 15 kg.
- \_\_\_\_\_ sport/recreational activities
- \_\_\_\_\_ climbing stairs multiple times over a short period or while moving objects
- \_\_\_\_\_ lifting loads more than 16 kg.
- \_\_\_\_\_ climbing ladders/scaffolding
- \_\_\_\_\_ manipulating/operating heavy tools/machines/equipment

Others:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_





## **Factor #7 Responsibility for the Work of Others**

This factor measures the extent to which this position is required to supervise the work of others. In this factor "staff" may include other employees, volunteers, and/or practicum placements.

Full responsibility for the work of staff means this position is accountable for line supervision of staff, providing recommendations on selection of staff; approves work schedules, establishes desired outcomes and maintains quality, accuracy and quantity of work; plans for staff development and training; resolves staff conflicts, coaches for performance improvement, prepares and conducts performance evaluations; and advises management on disciplinary matters.

Please indicate the statement which best describes your job.

- \_\_\_\_\_ no direct responsibility for the work of staff
- \_\_\_\_\_ responsibility to organize the work of other staff, where the staff reports formally to a different supervisor or responsibility for checking and verifying the accuracy of the work where there is responsibility to follow up to ensure the correction is made, this level includes occasional shared supervision of new staff
- \_\_\_\_\_ full responsibility for the work of staff up to and including 1 FTE, or have permanently assigned and ongoing shared responsibility for the work of other staff.
- \_\_\_\_\_ full responsibility for the work of other staff of more than 1 to less than 4 FTE's
- \_\_\_\_\_ full responsibility for the work of other staff of 4 or more FTE's

## Factor #8 Working Conditions

This factor measures the demands and exposure to conditions found in the work place, such conditions being unavoidable given the nature of the work. Consideration is given to conditions that are distracting, aggravating, or potentially hazardous.

This factor measures the risk of injury that may occur due to varying frequencies of event taking place on the job.

Indicate the typical, regular and recurring conditions of the work place environment that could result in discomfort or harm. Add any regular and recurring conditions of the work environment, if not found in the list below.

- \_\_\_\_\_ Deadline pressures caused by interruptions from others where there is no control over interruptions from up to and including 4 hours per week
- \_\_\_\_\_ Deadline pressures caused by interruptions from others where there is no control over interruptions from over 4 up to and including 10 hours per week
- \_\_\_\_\_ Deadline pressures caused by interruptions from others where there is no control over interruptions from 10 hours or more per week.
- \_\_\_\_\_ Strain of compressed nerve injury from repetitive tasks performed up to and including 4 hours per week
- \_\_\_\_\_ Strain of compressed nerve injury from repetitive tasks performed over 4 up to and including 10 hours per week
- \_\_\_\_\_ Strain of compressed nerve injury from repetitive tasks performed over 10 hours per week
- \_\_\_\_\_ Working with a lot of background noise, below 85 decibels, where there is opportunity to remove oneself from the noisy condition.
- \_\_\_\_\_ Working with a lot of background noise, below 85 decibels, where there is no opportunity to remove oneself from the noisy condition.
- \_\_\_\_\_ Working with a lot of background noise, above 85 decibels
- \_\_\_\_\_ In contact or in close proximity with clients where it is known that they have treatable short-term communicable diseases (e.g. cold, flu).
- \_\_\_\_\_ In contact or in close proximity with clients where they may have treatable longer-term communicable diseases (e.g. tuberculosis, hepatitis A)
- \_\_\_\_\_ In contact or in close proximity with clients where they may have longer-term communicable diseases (e.g. HIV, hepatitis B/C, Ebola)
- \_\_\_\_\_ Driving alone or with other staff
- \_\_\_\_\_ Occasional driving with clientele
- \_\_\_\_\_ Daily driving with clientele or supervising an inexperienced driver for the purposes of driver training
- \_\_\_\_\_ In contact with substances such as cleaning agents, toner, markers, glue, dust or dampness
- \_\_\_\_\_ In contact with toxic substances such as chemicals and caustic cleaning fluids
- \_\_\_\_\_ Exposure to rude or impolite language or behaviour
- \_\_\_\_\_ In-person anger or hostility where there is an expectation on you to intervene
- \_\_\_\_\_ Exposure to threats of intimidation or physical harm
- \_\_\_\_\_ Operating or using objects and equipment that could result in minor injuries
- \_\_\_\_\_ Operating or using objects and equipment that could result in risk to personal safety (requires medical attention)
- \_\_\_\_\_ Working at heights using scaffolding over 6 feet (2 meters), operating power or pneumatic tools such as saws, drills, or nail guns







**Immediate Supervisor’s Comments**

After reviewing the questionnaire, please make any other comments you have to add to the answers. Please do not change any of the employee’s responses. Use additional paper if required.

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I certify that the information provided, to the best of my knowledge, is an accurate and complete representation of the job.

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #1**

The SGEU and Rainbow Youth Centre agree that the Employer may hire workers from Can Sask Employment Services Community Employment Program, Student Employment Experience. First Nations Employment and Human Resources Development Canada Summer Career Placement Program or may act in the capacity of a Host organization for special worker training programs.

In such cases, these special positions shall not displace nor replace existing positions or staff, nor shall the training program duties be the work of the Bargaining Unit.

However, in each instance the Employer shall notify the Union as far as possible in advance of each placement to enable the Union and the Employee to negotiate rates of pay, hours of work, and benefits.

Workers hired under this Letter of Understanding shall not be required to submit union dues to the Union.

**\*\*Revised/Renewed May 2006\*\***

Signed on behalf of the  
Rainbow Youth Centre

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

\_\_\_\_\_  
Executive Director,  
Rainbow Youth Centre

\_\_\_\_\_  
Chair, Local 5126  
Negotiating Committee

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Kathy Hine  
AAA, SGEU

\_\_\_\_\_  
DATE

## LETTER OF UNDERSTANDING #2 JOB SHARING

The employer agrees to the implementation of a job-sharing project in which a position may be shared by two workers. Only employees who have passed initial probation shall be eligible to request job share.

When an employee applies to job share and the employer agrees, the job share proposal shall be subject to the following process:

1. When a job sharing proposal has been made, implementation shall not proceed unless there is a favourable consensus of the staff **involved**.
2. After a period of one (1) month and three (3) months and at the conclusion of a job sharing arrangements, the staff and management shall have an opportunity to assess the pros and cons of the arrangement.
3. The position shall be held by the incumbent who wishes to share her position.
4. The shared portion of the position shall be posted for competition.
5. Hours available within the shared position, due to vacation, sick leave or any other leaves, shall first be offered to the job share employees prior to being offered to casuals. Employees participating in job sharing shall be eligible for additional casual work according to casual call in Article 9.9.
6. A letter of agreement shall be drafted between the parties determining the following:
  - a) hours of work and overtime;
  - b) accrual of seniority;
  - c) benefits in accordance with eligibility requirements;
  - d) time frame of job sharing shall be a minimum of three (3) months to a maximum of one (1) year, extensions may be negotiated;
  - e) attendance and compensation for staff meetings;
  - f) all job sharing projects shall be negotiated and shall be formalized contractually at the local level. Such contract shall be mutually agreed between the parties, the employer and the Union.
7. Job sharing should be the interested employees, not the employer.
8. Participants in a job sharing arrangement will not be eligible to jointly apply for any other position.

9. The job sharer or the incumbent may revert to her former position within the first year, upon thirty (30) days notice to terminate the Letter of Agreement. Notice shall be concurrently provided to all affected parties.

**\*\*Revised/Renewed May 2006\*\***

Signed on behalf of the  
Rainbow Youth Centre

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

\_\_\_\_\_  
Executive Director,  
Rainbow Youth Centre

\_\_\_\_\_  
Chair, Local 5126  
Negotiating Committee

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #3  
PRE-APPROVED JOB POSTINGS**

**The parties agree to strike a committee, consisting of the Executive Director or Director of Programming, the relevant co-ordinator, and one elected union representative, to review or develop standardized job postings to be used for the postings in the relevant area.**

**Any altered or newly created position shall undergo the same process prior to posting.**

**This committee shall be in place until the Classification Plan Committee has completed the task of developing job descriptions for all positions at Rainbow Youth.**

Signed on behalf of the  
Rainbow Youth Centre

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

\_\_\_\_\_  
Executive Director,  
Rainbow Youth Centre

\_\_\_\_\_  
Chair, Local 5126  
Negotiating Committee

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE