

SASKATOON HOUSING COALITION, INC.

**April 1, 2015, to
March 31, 2017**

COLLECTIVE AGREEMENT

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ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SASKATOON HOUSING COALITION, INC

AND

**SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5136**

APRIL 1, 2015 TO MARCH 31, 2017

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

between

**SASKATOON HOUSING COALITION, INC
hereinafter referred to as "the Employer"**

PARTY OF THE FIRST PART

and

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

PARTY OF THE SECOND PART

ARTICLE 1 Purpose

1.1 Whereas it is the desire of both parties of this Agreement:

- a) To maintain and improve harmonious relations between the Employer and members of the Union.
- b) To promote and maintain co-operation and understanding and a harmonious relationship among all of the Coalition personnel.
- c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages.
- d) To provide and maintain a high quality of service to the client group, mental health field and public in general.
- e) To promote the morale, well-being and security of all the employees in the Bargaining Unit of the Union.
- f) To have employees participating in their respective Professional Societies and Associations.
- g) To maintain mutual, co-operative relationships with local, provincial and national affiliates in the mental health field.
- h) To maintain a collective atmosphere of enhancement in the quality of life for all residents.

And whereas 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 INTERPRETATION

- 2.1 **Bargaining Unit** means the unionized group of employees, as per LRB File No. 038-92 and as outlined in Article 2 herein.
- 2.2 **Casual Employee** means an employee who works on an emergent, call-in basis.
- 2.3 **Class** means a group of positions involving duties and responsibilities so alike that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to all positions in the group.
- 2.4 **Employee or Employees** means a person or persons to which the terms of this Agreement apply as indicated in Article 3.
- 2.5 **Employer** means the Saskatoon Housing Coalition, Inc.
- 2.6 **Executive Director** means the Executive Director of the Saskatoon Housing Coalition, Inc.
- 2.7 **Demotion** is defined as the movement of an employee from a position in one (1) class to a position in another class with a salary rate of a lower maximum.
- 2.8 **Part-time Employee** means an employee who works less than the normal hours of work on a regular basis and who shall be entitled to the provisions of the Collective Agreement on a pro-rated basis and further be entitled to the rates of pay specified in Appendix "A".
- 2.9 **Pay Plan** means the scale of wages as contained in Appendix "A" and the rules governing its application as contained in Articles 13 and 19.
- 2.10 **Permanent Employee** means an employee who has successfully completed probationary period on initial appointment.
- 2.11 **Plural or Masculine/Feminine Terms May Apply:** Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.
- 2.12 **Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.
- 2.13 **Probationary Employee** means one who has not yet completed a probation period on initial employment.

- 2.14 **Promotion** means the movement of an employee from a position in one (1) class to a position in another class with a higher maximum salary.
- 2.15 **Pro-rata Basis** means pro-rated according to the time worked while employed, as a percentage of time worked by full-time employees in the same classification.
- 2.16 **Temporary** means a position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. This time may be extended by mutual agreement of the parties to this Collective Agreement.
- 2.17 **Transfer** means the movement of an employee from one (1) position to another in the same or different class with a salary range having the same maximum.
- 2.18 **Union** means the Saskatchewan Government and General Employees' Union representing the employees of Saskatoon Housing Coalition, Inc.

ARTICLE 3 SCOPE

- 3.1 The terms of this Agreement shall apply to all employees of the Employer excluding the following:
- 3.2 Executive Director
- 3.3 Assistant Executive Director
- 3.4 Accounting and Property Management Coordinator.
- 3.5 **The Employer agrees to retain current supervisors within the scope of the Union as per section 6-11 (4) (a) of the Saskatchewan Employment Act.**

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 Subject to the terms of this Agreement, the Employer reserves all rights and prerogatives in the management of the business, unless clearly and explicitly granted to the Union by this Agreement.

These rights and prerogatives so reserved include, but are not limited to:

- a) The right to plan, direct, and control the Employer's operation, the mode, methods and equipment to carry out the work, maintain order and efficiency and establish and maintain reasonable rules and regulations governing the conduct of the employees. These rules and regulations shall primarily be designated to safeguard the interests of the clients and the efficiency in the Employer's operations.

- b) Determine the location of operations, the method of providing services, equipment to be used and to use new or improved methods and/or equipment, to hire, promote, and select, lay-off, demote, discipline, suspend and/or discharge for just cause any employee, provided, however, that such action may be subject to the grievance procedure.
- c) The exercise of management rights shall not evade or violate any other provision of this Agreement. The parties agree that in interpreting and administering the provisions of this Agreement, they shall act in good faith.

ARTICLE 5 UNION SECURITY

5.1 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 aiming toward a peaceful and amicable settlement of any differences that may arise between them.

5.2 Non-Discrimination

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

5.3 Refusal to Cross Picket Lines

The Employer agrees that no employee shall be required to cross a picket line. The Employer agrees that it will not request, require or direct employees to perform work resulting from strikes that would normally have been carried out by workers involved in the strike(s).

5.4 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee whose employment commences

hereafter shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate Bargaining Unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

5.5 No Contracting Out

The Employer shall not contract out existing work of the Bargaining Unit if that would result in the lay-off of in-scope employees. The Employer also agrees to involve the Union in a consultative process where new programming may or will result.

5.6 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, regular 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 Executive Director of Operations of the Union prior to the twentieth (20th) day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

5.7 Monthly Statement

A monthly statement shall also be forwarded to the Executive Director of Operations 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.

5.8 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 on the T-4 slip.

5.9 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 including those set out in the Article dealing with Union Security and Dues Check-Off.

Within thirty (30) days of being notified, a representative of the Union shall be given appropriate time during working hours to acquaint new

members with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc. at a mutually agreeable time.

5.10 Employees are expected to maintain confidential, all clients names and related information. Such information will also include files and pertinent documents.

5.11 **Temporary Out-of-Scope Appointment**

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

5.12 **Union Access**

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, after making suitable arrangements, have access to the employees during working hours in order to investigate and assist in settling any grievances.

5.13 **Staff Room**

When physical facilities permit, the Employer agrees to designate a staff room which will be available to staff.

5.14 **Bulletin Boards**

The Employer shall make available to the Union, a bulletin board so that 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.

ARTICLE 6 LABOUR/MANAGEMENT RELATIONS

6.1 **Employer Shall Notify Union**

The Employer agrees that any reports or recommendations dealing with matters of policy which relate to conditions of employment and which affect employees within this Bargaining Unit shall be communicated to the Union. This Article does not apply in cases of hiring, firing or disciplinary matters.

6.2 **Copies of Motions and Policies**

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

When the policy manual is revised, copies of the Section so revised and date of such revision shall be provided to each worksite and the Union office.

6.3 Contact at Work

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

Except as expressly permitted by this Agreement and the *Saskatchewan Trade Union Act*, there shall be no Union activities on Employer's time or on the Employer's property without the express permission of the Employer.

6.4 Union Business

The Employer recognizes that it is the right of all employees to participate fully in the affairs of the Union and in all matters which affect the Union, providing that operational requirements of the workplace shall be met. The Employer recognizes that it is also beneficial to encourage that participation and therefore agrees:

- a) That employees shall be granted leave of absence with pay to attend all decision-making conventions and conferences of the SGEU to which they are delegates.
- b) That the employees elected as Shop Stewards shall be granted leave of absence with pay to attend union education courses.
- c) That employees elected or appointed to office or a position within the SGEU or to any of the Union centrals to which SGEU is affiliated shall be granted leave of absence to attend to those duties.
- d) That all employees shall receive leave of absence with pay and without loss of benefits for all other time required to participate in the Union. The Union agrees to reimburse the Employer for all wages and benefits paid by the Employer under Article 6.4.
- e) Employees shall continue to accumulate seniority and all benefits while on leave of absence under Article 6.4.

6.5 Stewards

There shall be one (1) Steward elected by the workers in each workplace to see that the provisions of this Agreement are adhered to.

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

6.6 **Recognition**

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

6.7 **Without Loss of Pay**

The Steward(s) shall investigate and process grievances or confer with representatives of the Union during working hours without loss of pay.

6.8 **Sexual Harassment**

The Employer and the Union agree that no form of sexual harassment shall be condoned in the workplace and expect that all employees of the Saskatoon Housing Coalition, Inc. will conduct themselves in a manner that is respectful of the rights and feelings of others. Complaints under this Article shall be investigated and dealt with promptly and in a confidential manner.

Sexual harassment is any form of abusive or offensive behaviour of a sexual nature that:

- a) May reasonably be perceived to influence decisions related to employment, or the use or allocations of materials and services which are customarily available;
- b) May reasonably be perceived to interfere with job performance; or,
- c) May reasonably be perceived to humiliate or insult or intimidate an individual.

Sexual harassment may include, but is not limited to the following:

- a) Verbal abuse/suggestive remarks or propositions
- b) Displaying of pornographic materials
- c) Demands for sexual favours
- d) Unsolicited physical contact
- e) Physical assault
- f) Sexually related gestures.

6.9 **Personal Rights**

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

6.10 **Legal Costs**

The Employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of the performance of the normal duties of her employment for the Employer. The legal advisor shall be mutually agreed upon by the parties to this Agreement unless a legal advisor is appointed by the Employer's insurer.

6.11 **Grievance Committee**

The Stewards selected by the Union shall constitute the Union Grievance Committee.

6.12 **Permission to Leave Work**

Any employee who feels that she has been aggrieved, or any employee with relevant grievance information shall receive permission from her supervisor to leave work temporarily, 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.

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

6.13 **Definition of Grievance**

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 **Step 1**

An employee who has a complaint that may give rise to a grievance, shall discuss the matter with her manager within fifteen (15) days of the issue coming to the attention of the employee. The manager shall give

her response to the complainant in writing within seven (7) days. Failing a resolve the employee may pursue the matter at Step 2.

7.2 **Step 2**

Failing a resolve at Step 1 the grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Executive Director within fifteen (15) days of receipt of the employers response. The Executive Director shall render a decision within fifteen (15) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Executive Director and to the Executive Director of Operations of the Union.

7.3 **Step 3**

If a satisfactory settlement cannot be effected at Step 2, the Union, if it wishes to proceed, shall within fifteen (15) calendar days of the Executive Director's decision to the grievor, submit the grievance to the Chairperson of the Board or designate who will render a decision, in writing, within fifteen (15) calendar days of receipt of the grievance at Step 3.

7.4 **Arbitration**

Failing satisfactory settlement of the grievance at Step 2, the Union, if it wishes to proceed, shall refer the matter to arbitration within **fifteen (15)** calendar days.

7.5 **Failure to Act Within Time Limits**

It is the desire of both parties of the Agreement to resolve grievances in a manner that is just and equitable and it is not the intention of either the Employer or the Union to evade the settlement of disputes on a procedural technicality. However, notwithstanding the foregoing, it is clearly understood that for time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such time limits. Time limits may be extended where mutually agreed to by both parties.

7.6 **Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and an Arbitration Board 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.

7.7 Access to Grievance Information

The parties shall be required to provide full disclosure at each step of the procedure of all relevant information available regarding the grievance.

ARTICLE 8 MEDIATION / ARBITRATION

8.1 The Parties agree to mediate all grievances prior to moving to arbitration using the Mediators from the Ministry of Labour Relations and Workplace Safety.

8.2 For the purpose of this Article periods of time referred to in days shall be deemed to mean such periods of time calculated on consecutive calendar days. Time limits can be extended by mutual consent of the parties.

8.3 No person shall be appointed as an arbitrator who has been involved previously in an attempt to negotiate or settle the grievance.

8.4 Grievances shall be heard by a single Arbitrator with a notice of intention to proceed to arbitration within ten (10) calendar days of receiving the Employer's reply in Step 2, the grieving party shall suggest persons to serve as arbitrator. The other party shall respond within ten (10) calendar working days, either agreeing to the person proposed or suggesting alternative arbitrators. If the parties cannot agree on an Arbitrator within twenty (20) days, either party may request the Minister of Labour Relations Workplace Safety for the Province of Saskatchewan to appoint a single Arbitrator.

8.5 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the single Arbitrator, the hearing room and other expenses incidental to the Arbitration hearing shall be borne equally by the parties.

8.6 The proceedings and the decision of the Arbitrator shall be expedited by the Employer and the Union. The decision of the Arbitrator shall be final and binding upon the parties hereto, but the Arbitrator shall not be authorized to make, nor shall he make any decisions or recommendations inconsistent with the provisions of this agreement, nor alter, add to, modify, or amend any part of the agreement, or make any general changes such as changes in wage rates, nor deal with any matter not covered by this agreement.

8.7 **In all cases of interpretation or arbitration of the terms of this agreement, the text of the original signed copies shall govern.**

ARTICLE 9 DISMISSAL, SUSPENSION AND DISCIPLINE

9.1 The Union and the Employer believe in the progressive discipline process. Any employee may be dismissed or suspended, but only for just cause, and only upon the authority of the Employer. In the event the Employer initiates a disciplinary action against an employee, the following procedure shall be followed:

9.1.1 Verbal Reprimand

The Employer or designate 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. This shall form part of the reprimand. A Shop Steward shall be present as a witness unless the employee in writing waives her right to Union representation.

9.1.2 Letters of Reprimand

Disciplinary documents shall be removed from an employee's personnel file after two (2) years from the date of the last occurrence unless there are disciplinary documents of equal or greater severity placed on the employee's file within the two (2) year period. The employee will be informed in writing when the documents are removed.

A copy of any document or information placed on any employee's file, which might at any time be used for disciplinary action, shall be supplied concurrently to the employee and to the Union.

9.1.3 Disciplinary Suspension

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

9.1.4 Investigative Suspension

Should the Employer deem it necessary to suspend an employee pending the results of an investigation, the employee shall be suspended with or without pay at the Employer's discretion. If the suspension is without pay, at the conclusion of the investigation the employee shall receive back pay for the suspension period, less any appropriate disciplinary penalty. The Union shall be entitled to appoint an Observer to be present at all stages of the investigation.

9.1.5

Dismissal

Dismissal shall be effected by the Chairperson of the Board or by the Executive Director. The employee shall receive written notice of the action which shall include a specific statement of just cause. Subject to Article 5, employees who have worked less than one hundred and sixty (160) hours may not grieve termination due to general unsuitability.

9.2

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 two (2) years from the date of the last occurrence.

9.3

Records of Employees

Personnel records of an employee, with the exception of any reference material, shall be open to her scrutiny upon request and in the presence of the Employer. A Union representative, upon request in writing by the employee, shall have access to the file.

9.4

Reinstatement of Rights

An employee who has been unjustly suspended, demoted or dismissed, shall, under this Article, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, demotion or dismissal, unless otherwise mutually agreed upon or as determined by arbitration.

9.5

Representation

Employees' have the right to Union representation at each stage of the discipline process. Should the employee feel uncomfortable with the representation of the workplace Steward, the employee shall immediately notify the Employer of his desire for alternate representation, and the employee shall immediately contact the Union Office so that the Union may arrange alternate representation as soon as possible. As well, when the Employer wishes to discuss unsatisfactory work habits as discipline with an employee, the employee shall be accompanied by a steward or other Union representative. If an employee refuses to have a steward present, the refusal must be in writing on a form provided by the Union. It is understood that coaching is not discipline.

ARTICLE 10 SENIORITY

10.1

Seniority

Seniority of an employee is defined as a total accumulation of Bargaining Unit hours in the service of the Employer. Seniority shall not apply during the first nine hundred and thirty six (936) hours of the

probationary period for the purposes of Article 11.8. However, once this period has been successfully completed, seniority shall be credited retroactively. No more than one thousand eight hundred and seventy two (1872) hours of seniority inclusive of leaves with pay can be earned within an increment period.

10.2 **Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for cause and is not reinstated.
- b) Resignation in writing and not withdrawn within four (4) calendar days of its submission.
- c) If not re-hired for a period longer than twenty-four (24) months, in the case of lay-off.
- d) Failure to return to work immediately following the completion of a leave of absence or within ten (10) days' notification by the Employer to return to work following a lay-off, unless, in either case, the employee can show a justifiable reason for failure to report to work.

10.3 **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. Such lists shall be sent to the Union in January of each year and remain posted on the bulletin board at each of the Employer premises for the balance of the year.

Casual employees shall have seniority calculated twice (2) a year with the cut-off date being December 31st and June 30th of each year.

For the purposes of job competitions, Casual employees will have their seniority up-dated to the end of the month that is prior to the closing date of the job position.

10.4 **Shift Assignment for Casual Employees**

As relief shifts become available, shifts will be offered to the most senior Casual employee, according to seniority. If said worker is unavailable, the next most senior Casual employee will be offered the shift and so on until the shift is assigned. This process will be instituted every time a relief shift becomes available.

10.5 **Appointments Out-of-Scope**

No employee shall be appointed to an out-of-scope position without her consent, except in case of emergency. Employees temporarily filling an out-of-scope position shall accumulate seniority which will be calculated at the time of reinstatement.

ARTICLE 11 APPOINTMENTS AND STAFF CHANGES

11.1 **Notification of Current Address**

Employees shall be responsible for keeping the Employer notified of their current address, and the Employer shall not be liable to grievance action where it can be shown that failure to receive notice of vacancy is the fault of the employee in not notifying the Employer of the change in address.

11.2 **Filling Positions by Competition**

All vacancies and new positions which the Employer wishes to fill shall be subject to in-service competition and will be posted ten (10) days prior to any outside advertising except as maybe otherwise mutually agreed.

11.3 **Job Postings**

Job competitions shall allow a minimum of ten (10) days for applications to be submitted and shall be announced in the form of a bulletin board posted in the Employer's office. A copy of all job postings will be sent to employees on the re-employment list. The Employer shall mail copies of all postings to any **CMHW I** or Casual employee who submits such a request in writing.

11.4 **Information on Posting**

The bulletin shall set out the following information:

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

11.5 **Notification of Successful Competition**

Following the closing date for the receipt of applications, the Employer shall notify the Union of the appointment of the successful applicant.

11.6 **Promotions or Appointments to Permanent Staff**

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

11.7 **On-the-Job Training**

In order to provide on-the-job training, the Employer and the Union shall establish a Committee to develop a training program which shall be mutually agreed upon by the parties.

11.8 **Probation Periods**

All probation periods shall be six (6) months, effective from commencement of employment in each new position.

Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, she shall be returned to her former position and the current rate of pay for that position, except in the case of a new employee, where employment shall be terminated.

11.9 **Completion of Probationary Periods**

At the successful completion of the probationary period, the employee shall be so informed, in writing. The probation period may be extended by three (3) months, with mutual agreement of the parties.

11.10 **Orientation**

All new employees will have an orientation program, and for casual employees, who have been inactive for one (1) full year, an additional orientation may be requested by the Employer or the employee. It will include the following:

- a) A history of this organization and relevant programs in Canada,
- b) Role and functions of the Coalition,
- c) Board and Committee Structures,
- d) A clear picture of his/her role within the organization,
- e) Introduction of the personnel policies,

- f) Detailed administrative outline,
- g) Meeting of staff and residents, and
- h) An orientation to important external agencies.

An existing employee who has accepted a new position shall be provided with adequate orientation to that position.

ARTICLE 12 JOB ABOLITION, LAY-OFF AND RECALLS

12.1 Definition

A lay-off shall be defined as a reduction in the work force or a reduction in an employee's regularly scheduled hours of work.

12.2 Method of Job Abolishment and Lay-Off

The most junior person covered by the position classification in the program affected by the lay-off or job abolishment shall have their position abolished or be laid off.

12.3 Notification of Lay-Off/Job Abolition, Options on Lay-Off and Job Abolition

Written notice, as shown below, shall be given to any employee who is laid off, excepting that such notice shall be deemed to be given if a definite term is stated at the commencement of the period of employment:

- a) One (1) weeks written notice if the period of employment is less than one (1) year;
- b) Two (2) weeks written notice if the period of employment is one (1) year or more, but less than three (3) years;
- c) Four (4) weeks written notice if the period of employment is three (3) years of more but less than five (5) years;
- d) Six (6) weeks written notice if the period of employment is five (5) years or more, but less than ten (10) years;
- e) Eight (8) weeks written notice if the period of employment is ten (10) years or more.

The employee shall notify the Employer no later than seven (7) days prior to the date on which the abolishment or lay-off is to take effect, with the exception to (a) they shall notify the employer no later than three (3) days prior to the abolishment or lay-off, whether one decides to:

- a) Be laid off.
- b) Exercise her bumping rights.
- c) Resign and receive severance pay in accordance with Article 12.6.

12.4

Method of Bumping

- a) An employee shall bump the most junior person in their position classification which they are qualified for and most closely maintains the existing earnings of the person who is bumping. If employment is not obtained, then the employee shall:
- b) Bump the most junior employee in a lower position classification which most closely maintains the existing earnings of the person who is bumping, providing the laid off employee is more senior and has the qualifications as contained in the position classification.

12.5

Recall Procedure

- a) An employee who is laid-off shall be placed on a re-employment list according to seniority for twenty four (24) months.
- b) Employees shall be recalled in the order of seniority in their former classification, or any classification for which their qualifications are sufficient to perform the required duties.
- c) Employees who have been laid off may refuse a recall that would constitute a demotion or temporary employment without having their name removed from the re-employment list.
- d) Employees who choose to take employment offered to them, which would constitute demotion or temporary employment, shall not lose their right to re-employment to positions equivalent to those from which they were laid off.
- e) Employees shall be given a minimum of seven (7) days notice of recall in writing.
- f) All employees on the re-employment list will be mailed a copy of all job postings.

12.6

Severance Pay

In addition to payments for regular notice, employees entitled to severance pay will be paid on the basis of one (1) weeks' pay for each year of service or portion thereof. Payment will be calculated on the

basis of the employee's rate of pay at the time of separation. Severance pay will be paid in accordance with the following:

- a) An employee's job is abolished and the employee chooses to resign.
- b) An employee is removed from the seniority list under Article 10.2
- c).
- c) An employee chooses to resign at the time of lay-off.

ARTICLE 13 HOURS OF WORK

13.1 Each employee shall be allowed two (2) fifteen (15) minute rest periods per eight (8) hours worked.

13.2 All employees will work an average thirty-six (36) hour work week. Such hours will be worked on the basis of eight (8) hours per day inclusive of any meal period. Upon completion of nine (9) shifts an employee shall be entitled to an EDO scheduled in conjunction with regularly assigned days off.

13.3 Daily on duty, off duty times will vary based on a particular shift that is worked. Workplace coverage will normally be eight (8) hours per day.

13.4 The **CMHW I** shall work three (3) - eight (8) hour assigned shifts (12:00 a.m. - 8:00 a.m.) beginning - 00:01 Wednesday up to the assigned weekend of work. The weekend assignment shall be from 12:00 midnight Friday to 8:00 a.m. Monday and shall be credited as fifty-six (56) hours worked.

Existing Shifts Office Hours: 9:00 a.m. - 5:00 p.m.
 Group Home: 8:00 a.m. - 4:00 p.m.
 9:00 a.m. - 5:00 p.m.
 4:00 p.m. - 12:00 a.m.
 12:00 a.m. - 8:00 a.m.

13.5 Shift Trades

Shift trades shall be initiated by the employee. The employee(s) shall notify the Supervisor, who must approve the shift trade. If a shift trade would normally result in overtime, such overtime shall not accrue.

13.6 Time Averaging

Where an employee works at least one (1) shift at the Group Home, time averaging will occur. Overtime will not accrue where this average does not exceed seventy-two (72) hours in a two (2) week periods.

13.7 **Attendance at Meetings**

CMHW I shall be provided the opportunity to attend all regularly scheduled staff and/or Team meetings, as well as any other meetings scheduled by Management.

Attendance at such meetings shall be paid as straight time worked and be included within the averaging period.

13.8 **SDH Summer Camp**

Participation at camp is not considered a work assignment, but rather a willingness to work with clients in a leisure/recreation setting. A work day at camp will be twenty-four (24) hours/day. Compensation to staff will be in the form of eight (8) hours in lieu for every twenty-four (24) hours worked at the camp, in addition to receiving regular pay for a regular (eight (8) hour) shift in each twenty-four (24) hour period. Overtime will not accrue. Time accumulated in accordance with this Article shall be taken within the current fiscal year.

13.9 **Flexible Hours**

It is agreed by the parties that from time to time, programming requirements may necessitate staff working outside regular hours of work. Such need may be accommodated by mutual agreement between the Executive Director and the staff involved. Hours worked over an average of thirty-six (36) hours per week will be considered as overtime as per Article 14.

13.10 **Caretaker**

The Caretaker shall normally work an average twenty-seven (27) hour work week as assigned by Management. The appropriate number of hours at each of the Employer's facilities shall be determined in consultation with the Executive Director. Overtime shall not accrue where the hours do not exceed seventy-two (72) hours in a two (2) week period; however, overtime shall accrue where the hours worked exceed eight (8) hours in a day.

ARTICLE 14 OVERTIME

14.1 **Definition**

All time worked in excess of required scheduled hours per day/week on the regular shift schedule or all time worked on a designated holiday or day of rest shall be considered overtime.

14.2 **Compensation for Overtime**

Overtime worked shall be compensated for at the rate of time and one-half (1 1/2) in lieu, to be taken at a time mutually agreed upon by the Employer and the employee.

Time off will be taken with consideration to the employee's workload.

14.3 **Voluntary Overtime**

Under normal operating circumstances, employees shall not be required to work overtime against their wishes when other qualified employees are available.

14.4 **Call-Back**

- a) An employee who is called back to work, by the Employer, outside her regular working hours shall be credited for a minimum of two (2) hours at overtime rates.
- b) An employee who is required to attend a scheduled meeting outside her regular working hours shall be credited at the appropriate rate of pay for the time spent.

14.5 **Time in Lieu**

Time in Lieu must be taken in the following manner:

- a) All over time accumulated from April 1st through June 30th must be used within the next ninety (90) days. The employee will have sixty (60) days to submit the desired dates in writing to their supervisor, or failing this within the next thirty (30) days the Executive Director shall authorize the scheduling of this time to be taken off.
- b) All over time accumulated from July 1st through September 30th must be used within the next ninety (90) days. The employee will have sixty (60) days to submit the desired dates in writing to their supervisor, or failing this within the next thirty (30) days the Executive Director shall authorize the scheduling of this time to be taken off.
- c) All over time accumulated from October 1st through December 31st must be used within the next ninety (90) days. The employee will have sixty (60) days to submit the desired dates in writing to their supervisor, or failing this within the next thirty (30) days the Executive Director shall authorize the scheduling of this time to be taken off.

- d) All over time accumulated from January 1st through March 31st must be used within in the next ninety (90) days. The employee will have sixty (60) days to submit the desired dates in writing to their supervisor, or failing this within the next thirty (30) days the Executive Director shall authorize the scheduling of this time to be taken off.

14.6 **Authorization of Overtime**

All overtime must be authorized by the Executive Director.

ARTICLE 15 DESIGNATED HOLIDAYS

15.1 For the purposes of this Agreement, designated holidays shall mean:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

plus any other day proclaimed as a holiday by the Federal, Provincial or Municipal government.

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

15.3 **Working on a Holiday**

An employee who is required to work on a designated holiday shall be paid at a rate of one and one-half (1 1/2) times the regular rate of pay or an equivalent number of hours off with pay at a time mutually agreed upon by the Employer and the employee.

ARTICLE 16 VACATIONS

16.1 **Definition**

Vacation means annual vacation with pay.

16.2 **Vacation Year**

Vacation year means the twelve (12) month period commencing on April 1st and ending on March 31st the following year.

16.3

Vacation Credits

Vacation credited shall be earned on the following basis:

- a) During the first (1st) and subsequent years including the fifth (5th) year of continuous employment, one and one-quarter (1 1/4) days per month worked (fifteen (15) working days per year).
- b) During the sixth (6th) and subsequent years including the sixteenth (16th) year of employment, one and two-thirds (1 2/3) days per month worked (twenty (20) working days per year).
- c) During the seventeenth (17th) and subsequent years including the twenty-ninth (29th) year of employment two and one-twelfth (2 1/12) days per month worked, (twenty-five (25) working days per year).
- d) During the thirtieth (30) and subsequent years of employment, two and one-half (2 1/2) days per month worked, thirty (30) working days per year worked.

16.4

Carry-Over of Vacation

The vacation entitlement contained herein will be taken by all the employees annually, subject, however, to the provision that the employees may make application to the Employer for carry-over of the entitlement to the following year. Carry-over of up to five (5) days may be approved if requested in writing prior to February 1st, of each year, for good and sufficient reason.

16.5

Vacation Schedule

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

- a) Granted bereavement leave, or
- b) Granted sick leave of three (3) days or more upon presentation of a medical certificate,
- c) Granted other approved leave of absence, or
- d) When a statutory holiday falls on a day during an employee's vacation period, the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the Employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.

16.6 **Vacation Pay on Termination**

An employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment of salary in lieu of such earned vacation.

16.7 **Unbroken Vacation**

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

16.8 **Vacation Rotation**

Annual vacation shall be regulated on a mutually agreed rotation plan. Any disputes occurring will be resolved pursuant to regular seniority principles.

16.9 **Posting Vacation Schedule**

Employees must submit their vacation requests not later than March 15 of each year. The finalized vacation list will be posted no later than April 1. Once posted, these dates cannot be changed without mutual consent of the employee(s) and the Employer. Seniority will not apply to vacation scheduling once the schedule is posted.

ARTICLE 17 SICK LEAVE

17.1 **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 an accident for which compensation is not payable under the Workers' Compensation Act, or due to required medical or dental appointments.

17.2 **Annual Paid Sick Leave**

Sick leave credits shall accumulate from the date of employment on the basis of one and one-quarter (1 1/4) working days per month [fifteen (15) working days per year]. A working day is the regular working day of each employee.

17.3 **Accumulation of Annual Sick Leave**

- a) The unused portion of an employee's sick leave shall accrue for her future benefit to a maximum of eighty-five (85) days. The record of an employee's accumulated sick leave credits shall be made available to each employee, in writing, upon an employee's request.

b) **Casual Employees**

Each employee shall earn sick leave pay entitlement on the basis of one (1) day earned for each twenty (20), (eight (8) hour) full days worked. Where the employee is scheduled to work and has been so advised at least forty-eight (48) hours in advance, earned sick leave credits may be used by the employee who is unable to respond for duty due to illness or injury.

17.4 **Leave of Absence While Sick**

In cases where employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work. Such leave shall be reviewed annually.

17.5 **Proof of Illness**

A doctors certificate may be required when an employee is absent from work due to illness or injury in excess of two (2) days. Such certificate will be paid for by the Employer if a charge to the employee is incurred for such.

Employees will phone in to their supervisor at least two (2) hours prior to their starting time where possible and reasonable.

17.6 **Recognition of Social Illness**

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

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

17.7 **Sick Leave Use During Leaves of Absence**

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

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

ARTICLE 18 LEAVE OF ABSENCE

18.1 The Employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the Employer, during regular assigned hours and that the Employer is to charge the Union for re-imbusement of the cost. Such costs shall only include:

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

18.2 Leave to Hold Office

At the request of an employee who is elected or selected for a full-time position with the Union or any labour body with which the Union is affiliated, shall be granted an unpaid leave of absence without loss of seniority for a period of up to one (1) year. Such leave may be renewed each year during the term of office. At the request of an employee who is elected to public office, she shall be granted unpaid leave of absence without loss of seniority for the term of public office.

18.3 Bereavement Leave

Bereavement leave with pay shall be granted to an employee. Such leave shall consist of up to five (5) days annually. Additional time shall be granted under extenuating circumstances. This will be applicable in the case of members of the immediate family, including spouse, mother, father, sister, brother, son, daughter, father-in-law, mother-in-law, grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or someone whom an employee has had a close personal relationship with. This leave is non-cumulative.

18.4 Employee Discretion Leave

An employee shall be entitled to a maximum of four (4) days leave with pay in each year of continuous employment for the purpose of pressing personal reasons including but not limited to medical care, family leave/dependent care, mental health or education leave. An employee shall advise the Employer as soon as reasonably practical of her

intention to take such leave. An employee shall not be required to provide any reason for taking such leave. An employee is not entitled to carry over any unused employee discretion leave into the next fiscal year, which is defined as beginning on April 1. An employee working part-time or casual shall be entitled to a pro-rated number of days leave, based on the actual number of hours worked.

18.5 An employee shall be entitled to a special leave of absence without pay of up to one (1) year, without loss of seniority, for the purpose of attending to family obligations or to care for dependants. Sick Leave and designated holiday benefits will not be earned during such leave, beyond one (1) month.

Applications for leave under this Article, showing date of commencement, duration of the leave, anticipated date of return, and the reason for the leave, must be provided to the Executive Director or his/her designate, in writing, at least thirty (30) days prior to commencement of the leave. Shorter notice shall be acceptable in emergent situations. On return to work, the employee shall be placed in his/her old position.

An employee on such leave may request extensions not exceeding two (2) years from the date of initial leave. An application for extension must be received, by the Executive Director or designate at least thirty (30) days before the present leave is completed.

The Employer will not be obligated to entertain a request for leave from probationary employees as described in Article 2.13, but will give serious consideration for any family emergency situation.

18.6 **Maternity Leave**

18.6.1 An employee shall be entitled to maternity/adoption leave, without pay, provided that she presents a certificate confirming the pregnancy/adoption and showing the probable date of delivery/arrival. The following conditions shall apply:

- a) The Employer may require the employee to take maternity leave when the employee is unable to carry out her normal duties, or when in the opinion of a medical practitioner, such leave is warranted.
- b) Leave of absence for maternity/adoption leave shall be for up to twelve (12) months as requested, except in extenuating circumstances, where in the opinion of a medical practitioner, the leave shall be further extended.
- c) Such leave will be granted with assurance that the employee will resume employment in the same position, or in a comparable

position, and at the same rate of pay occupied prior to the granting of such leave subject to negotiated wage increases.

- d) Notice of intention to return to work, or request for change of length of leave of absence must be forwarded to the Employer fourteen (14) days prior to the expiration of the leave.
- e) The employee shall suffer no loss of accumulated seniority rights due to maternity, paternity and adoptive leave of absence. Seniority shall accumulate during the period of leave.

18.7 **Paternity/Adoption Leave**

An employee shall be entitled to twelve (12) months unpaid leave which can be taken in any combination before or after the birth or adoption of a child.

18.8 **Jury Duty**

Time spent on a scheduled working day by an employee required to serve as a juror, including jury selection, or court witness shall be considered as time worked at the appropriate rate of pay. Payments received from the courts will be returned to the Employer.

18.9 **In-Service Training**

Staff may attend workshops, in-service and other programs during working time at the discretion of the Executive Director upon the recommendation of the Program Co-ordinator. Any contribution towards tuition, registration and travel will likewise be at the Executive Director's discretion with the recommendation of the Program Co-ordinator.

The following criteria will be used in considering requests:

- a) Budgetary constraints.
- b) The activity is directly related to the objectives and the program of the Coalition.
- c) The staff member has commitment to make a contribution to the activity; and,
- d) The Coalition's services can be maintained during this absence.

18.10 **Educational Leave**

Employees may be granted a leave of absence for educational purposes. Such leave shall be for a period of up to one (1) year. Such leaves shall not be unreasonably denied, and shall be subject to the operational needs of the Employer. Seniority shall not accrue (unless

the education is related to the objectives and programs of the Employer).

18.11 Employee Requested Leave

An employee may request a leave for up to one (1) year. Such leaves will be granted at the discretion of the Employer. Seniority shall not accrue.

18.12 Employees granted leaves of absence (except leaves granted under Articles 18.10 and 18.11) shall continue to earn seniority, and shall retain their accumulated seniority upon returning from a leave of absence, and shall be reinstated in their former position. Seniority will accrue at the same rate that it accrued for the last three (3) full pay periods prior to the employee going on the leave.

18.13 Employees shall provide thirty (30) days' notice to the Employer of their intention to return to work from any approved leave of absence without pay. This period shall only be shortened by mutual agreement. Any temporary appointments made as a result of the leave change will revert to their regular position. The Employer is not compelled to return the employee to any position if the thirty (30) days' notice is not given, regardless of the agreed to terms of the leave.

18.14 Notification of Other Employment

It is understood between the parties that an employee shall provide written notice to the Employer if they are working for another employer, or personal business venture, during the term of any leave granted in accordance with Article 18.

ARTICLE 19 PAY ADMINISTRATION

19.1 The wage schedule covering employees occupying positions in the classification plan shall be set out in Appendix "A", forming part of this Agreement.

19.2 Increments

- a) All employees except Casual employees shall be entitled to an annual increment upon completion one thousand eight hundred and seventy two (1872) hours. "Hours" include leaves where seniority accrues.
- b) With the exception of Sick Leave (17.2), Maternity Leave (18.6), Paternity/Adoption Leave (18.7), Jury Duty (18.8), leaves of absence in excess of three (3) months shall result in an adjustment of increment date to extend said date by the length of time of the leave beyond the three (3) months.

19.3

Hiring Rates

The hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Appendix "A", except where there is agreement between the Employer and the Union to hire above the minimum.

19.4

Statement of Earnings

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

19.5

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 range as held in the previous range.

19.6

Calculation of Sick Leave, Increments and Vacation

For the purposes of computing sick leave, increments and vacation entitlement, an employee who commences employment during the period from the first (1st) to the fifteenth (15th) of the month will receive credit for the month's service. Employees commencing employment from the sixteenth (16th) to the end of the month will be considered as commencing their service, for sick leave and vacation purposes, on the first (1st) day of the following month.

19.7

Promotion

On promotion of an employee, her rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than a seven (7) percent increase. In such a case, her rate shall be adjusted to the step in the new pay range yielding at least seven (7) percent. In no case will the rate exceed the maximum of the range.

19.8

Demotion

The assigned pay rate shall be the same rate as in the former class or the next lower rate if the rate in the former class is above the maximum of the new class. There shall be no change of increment date.

19.9

Pay Administration

All staff shall be paid monthly, or as negotiated from time to time by the Union/Management Committee, at least two (2) banking days prior to the end of each month. All staff shall receive, with their cheques, a detailed pay statement showing period worked, gross earnings and all relevant deductions made. Salary advances may be authorized by the

Executive Director, or his/her designate upon receipt of request in writing.

19.10 **Temporary Performance of Higher Duties**

An employee who is temporarily assigned to a higher classification shall be paid for all full days worked in accordance with the promotional formula in Article 19.7.

19.11 **Transfer**

The assigned pay rate in the new class shall be the same as in the former. There shall be no change in increment date.

19.12 **Honorariums**

Staff may be in a position to receive funds from this source. Any honorariums gained will be transferred to the organization.

19.13 **Shift Differential**

Employees shall be paid an additional \$0.50/hour worked (excluding overtime) for all hours worked between 5:00 p.m. and 8:00 a.m., effective April 1, 2006.

19.14 **Effective Sunday following signing of the CBA, CMHW II supportive apartment/outreach program only will be paid a premium of \$.15/hr for all hours worked exclusive of overtime.**

ARTICLE 20 JOB CLASSIFICATION AND RECLASSIFICATION

20.1 **Maintaining a Classification Plan**

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

20.2 **Classification Shall be Submitted to the Union**

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

20.3 **Manual of Position Classifications**

A manual of position classifications, currently maintained, shall be kept in each facility and shall be available for inspection.

20.4 **Changes in Classification**

When the volume of work or the duties of any classification is altered or changed, or where the Union or the employee feels he is incorrectly classified or when a new classification not covered by this Agreement is being created during the term of this Agreement, the rate of pay, hours of work, and qualifications shall be subject to negotiation between the parties. All settlements shall be retroactive to the initiation of the request in writing to change the classification. If an employee feels that the volume of work, or the duties of their position description are altered or changed, the employee will notify the Executive Director and the Union, in writing, to request a review of their position description. The request may include a proposed solution. The organization shall respond to the request, in writing, within thirty (30) calendar days, with a copy of the response forwarded to the Union. If the response is not satisfactory, the parties will meet within thirty (30) calendar days of notification to review the request and attempt to negotiate a solution.

20.5 **Challenge from Senior Employees**

When reclassification is due to new or additional duties and responsibilities, the incumbent shall be appointed, provided she has the qualifications to meet the requirements of the job.

20.6 **Downward Reclassification**

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

20.7 **Designated Aboriginal Position**

The Employer may designate one Community Mental Health Worker position as aboriginal (First Nations, Metis, Inuit). Any vacancy in this position will be filled by an aboriginal person. No employee will be laid off or have their hours of work reduced through the creation of this position.

ARTICLE 21 EMPLOYEE BENEFITS

21.1 **Personal Property Loss**

Employee's personal property loss or damage, incurred in the course of carrying out their duties, shall be replaced or repaired at the expense of the Employer, if the employee was not culpable.

21.2 **Employee Benefits**

The Employer and the Union agree to continue to participate in the SAHO/SHEPP Benefit Plans (Pension/Group Life/Dental).

21.2.1 Long Term Disability Plan

Employees shall be enrolled in and shall pay for the SGEU LTD Plan as per the provisions of the Plan Text.

21.2.2 Extended Health Plan

The parties agree to participate in **The SGEU Health and Welfare Trust Plan 42b**. The Employer agrees to pay all premiums for each employee up to **\$110** per month for family coverage, **\$80 for couple coverage** and **\$50** per month for single coverage. The employee will pay all premiums in excess of that amount.

21.3 **Liability Insurance**

The Coalition agrees to provide reasonable liability insurance for all employees.

21.4 **Workers' Compensation Pay Supplement**

When an employee is absent as a result of an accident in connection with the employee's employment and benefits are being paid by the Workers' Compensation Board, the difference between the employee's regular net pay and the Workers' Compensation payment will be paid by the Employer for a period not to exceed one (1) year and shall not reduce the employee's accumulated sick leave credits.

ARTICLE 22 TRAVEL AND ALLOWANCES

22.1 **Use of Employee Vehicle**

- a) When a staff member is requested by the Employer, and agrees to use their car, mileage will be paid at the then current Public Service Commission rates.
- b) As a condition of employment, the Employer does not require any in-scope employee to own an automobile.

22.2 **Meals and Accommodations**

The meal and accommodation rates, as adjusted from time to time, in effect between the Public Service Commission and the Saskatchewan Government and General Employees' Union will apply.

ARTICLE 23 SAFETY AND HEALTH

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

23.2 Meetings

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

23.3 No Discipline

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

23.4 First Aid

Adequate first aid supplies (based on Workers' Compensation Board recommendations) shall be made available in all Employer work sites.

23.5 Communicable/Contagious Diseases

No employee shall be asked to work in an environment where communicable/contagious disease(s) are known to be present, without full and adequate precautionary measures being taken.

23.6 Duty to Accommodate

When an employee is able to return to the workplace on a graduated return to work program, rehabilitation program, or work hardening program, the Employer, the Union, and the employee shall, prior to the employee's returning to work, meet to identify the details surrounding the employee's return to work. A third party workplace consultant may be engaged. The parties shall always follow *The Saskatchewan Human Rights Code*.

23.7 Employees will be provided with disposable gloves, disinfectant and disposable paper suits when dealing with situations where exposure to pests is possible.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.1 If, as a result of the Employer introducing new equipment or changes in operating methods or dissolution of department, where a job classification(s) will no longer be required, the Employer shall notify the

Union sixty (60) calendar days in advance of instituting such changes which will cause reduction or demotion of the existing work force:

- a) By mutual agreement between the Employer and the Union, the above time limits may be adjusted to suit individual circumstances.
- b) Upon notification as above, the Employer and the Union will commence discussion as to the effect on personnel and application of this Article.
- c) During the above mentioned implementation and transitional period, affected employees will maintain their wage level.
- d) All new job titles and rates of pay shall be negotiated in accordance with Article 20.4.
- e) All new positions created as a result of technological change will be posted under the terms of the current Agreement. Any training or retraining required to fill the new positions shall be provided by the Employer at the employee's rate of pay.
- f) If application of this Article requires a reduction in the work force, such reduction will be carried out under the terms of this Agreement.

ARTICLE 25 JOB-SECURITY

25.1 Present Conditions and Benefits

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess, shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

25.2 Employer Amalgamation

In the event the Employer merges or amalgamates with any other body, the Employer endeavours to ensure, within their capabilities, that the Agreement goes with the employees.

ARTICLE 26 DURATION

26.1 This agreement shall be binding and remain in effect from **April 1, 2015 to March 31, 2017** and shall continue from year to year thereafter unless either party gives to the other party, notice in writing, subject to Article 26.3, in any year, that it desires the contract's amendment.

26.2 **Wage Re-opener**

Notwithstanding the provisions of Article 26.1 above, this agreement shall be re-opened for negotiation of the wage schedule as contained in Appendix "A" only in the event new monies are granted for an increase in funding for wages and/or benefits for the employer. It is understood and agreed that all other provisions of this agreement shall remain in force and effect.

The parties agree to meet within (30) days of receipt of the official Saskatoon Health Region service agreement.

26.3 **Changes in Agreement**

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

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

**APPENDIX A
Rates of Pay**

**Rates of Pay - Effective April 1, 2015
(1.0% increase)**

SASKATOON HOUSING COALITION, INC

Program Co-ordinator (Lead Hand)	4316 27.67	4405 28.24	4491 28.79	4576 29.33	4668 29.93
Program Co-ordinator	4228 27.10	4316 27.67	4405 28.24	4491 28.79	4576 29.33
Community Mental Health Worker I	3019 19.36	3082 19.76	3169 20.32	3231 20.72	3305 21.18
Community Mental Health Worker II	3757 24.08	3840 24.62	3928 25.18	4015 25.74	4101 26.29
Community Mental Health Worker II- .50 FTE	1878 24.04	1920 24.62	1964 25.18	2007 25.74	2051 26.29
Community Mental Health Worker III	3906 25.04	3997 25.62	4087 26.20	4185 26.83	4282 27.45
Clerical Support Worker	14.97	15.12	15.27	15.42	15.57
Caretaker	2548 16.33	2627 16.84	2700 17.30	2774 17.79	2849 18.26
		After 1560 Hours	After 3120 Hours		
Casual Employee	18.01	18.40	18.88		

Effective Sunday following signing of CBA (March 2017)

SASKATOON HOUSING COALITION, INC

Program Co-ordinator (Lead Hand)	4355 27.92	4444 28.49	4530 29.04	4615 29.58	4707 30.18
Program Co-ordinator	4267 27.35	4355 27.92	4444 28.49	4530 29.04	4615 29.58
Community Mental Health Worker I	3019 19.36	3082 19.76	3169 20.32	3231 20.72	3305 21.18
Community Mental Health Worker II	3757 24.08	3840 24.62	3928 25.18	4015 25.74	4101 26.29
Community Mental Health Worker II - .50 FTE	1878 24.04	1920 24.62	1964 25.18	2007 25.74	2051 26.29
Community Mental Health Worker III	3906 25.04	3997 25.62	4087 26.20	4185 26.83	4282 27.45
Clerical Support Worker	14.97	15.12	15.27	15.42	15.57
Caretaker	2571 16.48	2650 16.99	2722 17.45	2799 17.94	2872 18.41
		After 1560 Hours	After 3120 Hours		
Casual Employee	18.01	18.40	18.88		

Effective Sunday Following signing of the CBA the Program Coordinator rates will increase by \$.25/hr.

Effective Sunday Following signing of the CBA the Caretaker rates will increase by \$.15/hr.

New Classification Names

CMHW I (formerly Night Counsellor)

Existing permanent employees will not be affected with this change.

CMHW I (currently CMHW)

CMHW III (currently Senior CMHW)

For the purposes of calculating the part-time Caretakers hourly rate, the following formula shall be used when working hours in excess of twenty-seven (27) hours per week.

$$\frac{\text{Salary}}{\text{Hours per week} \times 4.33} = \text{Hourly Rate}$$

Such rate will be used if the Employer requires work to be done in excess of the twenty-seven (27) hours per week currently arranged.

APPENDIX B

Benefits

Enrollment in the Saskatoon District Health EFAP for all employees', at the employers' expense, effective upon the signing of the Collective Agreement.

The Employees' agree to pay the full cost of the Long Term Disability Plan Premium, (currently cost shared 50/50).

The Employer agrees that upon the signing of this Agreement, the Employer's current premium contribution to the Long Term Disability Plan plus the employee's annual EI premium rebate shall be reallocated as the employers' contribution towards the purchase of a mutually agreed to extended health plan. The employees' shall be responsible for all costs of any remaining premiums.

The parties agree to a review of the existing purchased benefits (Pension, Dental, etc.) upon the signing of the Collective Agreement. Any changes or additions which exceed existing employer funds for benefits would require that the employee fund these benefits.

APPENDIX C
Letter of Understanding – Conflict of Interest

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

It is recognized that a conflict of interest may arise in situations where family members work in a direct reporting relationship. To deal with this conflict, where promotion or changes in staffing may result in one family member reporting to another, the following change in reporting shall be implemented.

The junior staff person shall be considered to report to either another individual in comparable position, or to the individual senior to the family member. This reporting shall include all matters pertaining to evaluation and discipline. It is expected that there will be a consultative relationship between the family members in this situation, and that the senior staff person shall continue to exercise her responsibilities and authority.

It is agreed that:

This arrangement is acceptable. Nothing in this arrangement is contrary to the wishes of either party and this agreement conforms to the Collective Bargaining Agreement.

Signed September 20, 1996 – Brandon Little for the Housing Coalition

Signed October 23, 1996 – Al Wrennick for SGEU

APPENDIX D
Letter of Understanding – Relief Policy

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

The above named parties agree that the attached "Relief Policy" does not violate the terms and conditions of the Collective Agreement.

Signed January 30, 1997 – Brandon Little for the Housing Coalition

Signed March 19, 1999 – Al Wrennick for SGEU

January 30, 1997

RELIEF POLICY

The Saskatoon Housing Coalition believes in maintaining an effective system for accessing available personnel for casual shifts while respecting current labour legislation and the terms of the Collective Agreement. To facilitate this goal, the following shall apply:

- (a) All relief staff who have not worked a shift in twelve months or more will be required to attend an orientation prior to being offered any shifts.
- (b) Relief staff who have not completed this orientation will be placed on "Inactive" status, and will not be called for available shifts.
- (c) Individuals designated as inactive will be notified in writing that this is the case and will be provided with reasonable time within which to contact the Executive Director, or designate, to schedule an orientation, or clarify their intentions regarding continued service on the Relief list.
- (d) Individuals who fail to contact the Executive Director within 45 days of the letter being issued will be assumed to have chosen to resign and will be removed from the Relief list. They will be notified in writing, should this occur.
- (e) It is the responsibility of the employee to ensure that the Housing Coalition has her/his current phone number, address, etc.

As per the Collective Agreement, casual staff may request a leave of absence. Where a leave is granted, the individual will be placed on "inactive" status. It is the responsibility of the individual to inform the Executive Director, in writing, at least 30 days in advance of availability for shifts, as per Article 17.14.

APPENDIX E
Letter of Understanding – Job Sharing

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Job Sharing

The parties to this Letter of Understanding agree to the following arrangements.

1) Definition:

Job sharing is the voluntary sharing of a permanent position in a structured manner by more than one person, one of whom is the permanent incumbent of the position.

2) Explanation:

Job sharing is intended to allow a permanent employee to work less than regular full time hours in their position while maintaining status as a permanent employee. It is intended to better accommodate the hours of work of the employee to their personal needs where this is operationally feasible. Only the incumbent of a position can initiate a request to establish a job share arrangement. Approval of the job share request resides with management; such an approval will be subject to the feasibility of accommodating the request to operating requirements.

3) Initiation and Approval:

The proposal to establish a job sharing arrangement is initiated by the employee through an application to his/her immediate supervisor.

Management will review the feasibility of the request against operational needs. Any such requested arrangement must be approved by management and will not be unreasonably denied.

4) Duration, Renewal, Termination:

A job sharing arrangement shall be approved for a term not to exceed one (1) year.

An existing job share arrangement can be renewed for an additional period, not exceeding one (1) year by following the process outlined in paragraph 3. Applications to extend an existing job share arrangement must be submitted 30 days prior to the expiry of the original job share term. Management will respond to the extension request within fourteen (14) days of receiving an application to extend an existing job share arrangement.

An existing arrangement will end upon expiry of the agreed to term in the absence of an agreement to renew. An agreement may be terminated by the participating employee with sixty (60) days notice. This notice will be concurrently provided to the non-permanent employee participating in the job share arrangement as well as the SGEU. By mutual agreement of the parties, the sixty (60) day notice period may be shortened.

5) Staffing the Shared Position:

The job shared position will be occupied by the permanent incumbent of the position on a reduced time basis. Such a reduction shall not exceed 50 percent of their full-time hours of work. The remainder of the job share position shall be filled in accordance with Article 10 of the collective agreement.

Where during the term of a work sharing arrangement, the employment of the non-permanent participant(s) terminates, the permanent incumbent may be required to reassume full time hours of work pending the assignment of a replacement non-permanent employee(s). The employer will make this assignment as promptly as possible.

6) Benefits:

Permanent employees who job share shall retain all benefits accumulated prior to the commencement of the job share arrangement. In addition, all benefits shall continue to accrue and be expended, on a pro rata basis for the permanent employees involved in the arrangement. Seniority shall be earned as per Article 9 of the Collective Agreement.

7) Reversion Rights:

On the termination of the job share arrangement, the permanent employee will revert to regular full time hours of the position occupied. The non-permanent employee will be covered by Article 11 of the collective agreement.

8) Work Load:

A job share arrangement is not intended as a means to increase or decrease work load. In establishing a job sharing arrangement, it is expected that the regular work load will be maintained.

9) Conditions of employment:

The following illustrates the application of the job share arrangement for the permanent incumbent.

Vacation leave will be earned and expended on a pro rata basis. (e.g. employees entitled to three (3) weeks' vacation working 50% of work hours for 12 months would receive 7.5 paid vacation leave).

Sick leave will be earned and expended on a pro rata basis. (e.g. employees working 50% of work hours for 12 months would receive 7.5 days sick leave).

Flexible hours of work will apply during the term of this agreement.

Increments, where applicable, will be earned in accordance with Article 19.2 of the Collective Agreement.

Designated holidays are paid for in the monthly salary and are included in the reduced monthly salary at the appropriate percentage.

Earned days off:

Employees on modified work arrangements will continue to take earned days off within the job share arrangement.

Overtime:

Overtime worked will be Compensated for as per Article 14.2 of the Collective Agreement, and applies to hours worked on assigned days of rest, earned days off or designated holidays.

Note: The permanent incumbent in a job share arrangement will not be required to work hours in excess of the agreed upon reduced hours of the work arrangement.

Part-time Employees:

Part-time employment shall be defined as per Article 2.8 of the Collective Agreement.

Signed October 6, 1997

On behalf of The Saskatoon Housing Coalition, Inc. - Brandon Little, Executive Director.

On behalf of The Saskatchewan Government Employees' Union - Al Wrennick
- Marthe Chartrand
- Rod Kulrich

APPENDIX F
Letter of Understanding – Caretaker Off Site Living Arrangement

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: Caretaker Off Site Living Arrangement

The parties agree that in response to a request from the current Caretaker, Cole Lucier, to accommodate his family status, the employee shall be allowed to live off-site until such time as the employment relationship is terminated or upon one-month written notice of the employee's intent to return to living on-site.

The parties agree that the Caretaker shall reside within the City of Saskatoon, west of the river and south of Circle Drive. Employment expenses shall be paid as though living on-site. The Employer shall advise all residents in writing of the effective date of the change in the Caretaker's living arrangement and the potential impact to the provision of services.

The parties further agree that where there is evidence that this arrangement impedes the employee's ability to fulfill the Caretaker's duties and responsibilities as outlined in the job description as attached hereto, the position will be required to revert back to on-site living.

This Letter of Understanding shall remain in effect for as long as the employment relationship of Cole Lucier remains in effect, or upon sixty days written notice by either party to the other of their intent to negotiate revisions to this Letter. Upon termination of the relationship, the position shall revert to on-site living.

Signed on August 15, 2003

On behalf of The Saskatoon Housing Coalition

- Jo-Ann Coleman-Pidskalny, Executive Director

On behalf of The Saskatchewan Government and General Employees' Union

- Nancy E. George, Negotiating Committee
- Cole Lucier
- Kerry Armbruster-Barrett, SGEU

APPENDIX G
Letter of Understanding – Receptionist / Clerical

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: Receptionist / Clerical

The Parties agree that the Employer will create a receptionist/clerical position. Initially this position may be casual. The Parties agree to jointly develop a wage scale for this position after reviewing the wages of comparable positions within Community Services Bargaining Units in Saskatoon.

Signed this _____ day of _____ 2015, in Saskatoon, Saskatchewan.

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

Signed on behalf of:
Saskatoon Housing Coalition, Inc.

Al Wrennick,
Chair of the Bargaining Committee

Rod Kulrich
Member, Bargaining Committee

Terra Andrews
Accounting and Property
Management Coordinator

Greg Eyre
Labour Relations Officer

Jo-Ann Coleman-Pidskalny
Executive Director

APPENDIX H
Letter of Understanding – Code of Ethics

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

RE: Code of Ethics

The Parties agree to adopt the Canadian Association of Social Workers (CASW) Code of Ethics and incorporate them into the Collective Bargaining Agreement. Both the Employer and employees are required to adhere to these Policies. Changes to this Code of Ethics Policy must be agreed to by both Parties. The Employer shall incorporate the CASW Code of Ethics into the Employers Policy Manual. The Code of Ethics can be viewed at <http://www.casw-acts.ca/en/what-social-work/casw-code-ethics>.

Signed this _____ day of _____ 2015, in Saskatoon, Saskatchewan.

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

Signed on behalf of:
Saskatoon Housing Coalition, Inc.

Al Wrennick,
Chair of the Bargaining Committee

Rod Kulrich
Member, Bargaining Committee

Terra Andrews
Accounting and Property
Management Coordinator

Greg Eyre
Labour Relations Officer

Jo-Ann Coleman-Pidskalny
Executive Director

APPENDIX I
Letter of Understanding – Contract Seasonal Worker

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Contract Seasonal Workers

The Employer shall use contracted seasonal workers for lawn, sidewalk, parking lot and flower bed maintenance which includes snow removal and grass cutting, as needed. No employees shall have their hours reduced due to seasonal workers.

Signed this ____ day of _____ 2017, in Saskatoon, Saskatchewan.

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

Signed on behalf of:
Saskatoon Housing Coalition Inc.

Vanessa Tremere, Chair
Negotiating Committee

Heather Freund
Negotiating Committee

Terra Andrews
Accounting and Property Management

Greg Eyre
Labour Relations Officer

Jo-Ann Coleman-Pidskalny
Executive Director

APPENDIX J
Letter of Understanding – Security

Between

THE SASKATOON HOUSING COALITION, INC.

And

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Re: Security

The Employer shall utilize the Canadian Corps of Commissionaires to provide security at their locations, as needed. In doing so no employees will have their hours reduced.

Signed this ___ day of _____ 2017, in Saskatoon, Saskatchewan.

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

Signed on behalf of:
Saskatoon Housing Coalition Inc.

Vanessa Tremeer, Chair
Negotiating Committee

Heather Freund
Negotiating Committee

Terra Andrews
Accounting and Property Management

Greg Eyre
Labour Relations Officer

Jo-Ann Coleman-Pidskalny
Executive Director

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and **SASKATOON HOUSING COALITION, INC.** hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

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

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

Signed on behalf of:
Saskatoon Housing Coalition, Inc.

Vanessa Tremeer,
Chair of the Bargaining Committee

Heather Freund
Member, Bargaining Committee

Terra Andrews
Accounting and Property
Management Coordinator

Greg Eyre
Labour Relations Officer

Jo-Ann Coleman-Pidskalny
Executive Director