

**MENTAL HEALTH  
ASSOCIATION  
REGINA BRANCH INC.**

**April 1, 2011 to  
March 31, 2023**

**COLLECTIVE AGREEMENT**

**SGEU**

**Saskatchewan Government and General Employees' Union**

**ARTICLES OF A**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MENTAL HEALTH ASSOCIATION REGINA BRANCH INC.**

**AND**

**SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5129**

**April 1, 2011 TO March 31, 2023**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this 5 day of February, 2019.

between

**MENTAL HEALTH ASSOCIATION REGINA BRANCH 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**

WHEREAS, it is the desire of both parties of this Agreement:

- a) To maintain and improve harmonious relations between the Employer and the employees.
- b) To promote co-operation and understanding between the Employer and the employees.
- 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 encourage efficiency and safety in operations.
- e) To provide a high quality of service to the public.
- f) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

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

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

**Union** means the Saskatchewan Government and General Employees' Union representing the employees of the Mental Health Association Regina Branch Inc.

**The Employer or Association** means Mental Health Association Regina Branch Inc.

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

**Executive Director** means the Executive Director of the **Mental Health Association, Regina Branch.**

**Pay Plan** means the rates of pay as contained in Schedule `A' and the rules governing its application as contained in Articles 19.

**Promotion** means the movement of an employee from a position in one class to a position in another class with a higher maximum salary.

**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.

**Transfer** means the movement of an employee from one position to another in the same or different class with the same maximum salary.

**Permanent Employee** means an employee who has completed a probationary period on initial appointment.

**Permanent Part-Time** means an employee who works less than full time either daily, weekly or monthly, but reports for work on a regularly scheduled basis.

**Temporary** means a full-time or part-time position filled by an employee assigned for a specified period of time not to exceed twelve (12) months. The period of time may be extended by mutual agreement between the Union and the Employer.

**Casual** means a person engaged to perform work of a casual or emergent nature on an hourly basis.

**Employees Hired on a Grant** refers to term employees hired for specific projects on grant funding.

**Position Classification Plan** means and includes the class of positions, the class specifications and the rules for the continuous administration of the amendments thereto.

**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.

**Spouse** refers to the significant partner to whom the Employee is married or in a common-law relationship as defined by Canada Revenue Agency.

### **ARTICLE 3      MANAGEMENT RIGHTS**

**Subject to the terms of this Collective Agreement, it is the function of the Employer to:**

- a)      **Direct the workforce.**
- b)      **Operate and manage its business in all respects.**
- c)      **Hire, select, transfer, promote, or lay-off because of lack of work.**
- d)      **Maintain order, discipline and efficiency through the use of policies and procedures governing the conduct of employees that are designed to safeguard the interests of all clients and the efficiency of the Employer's operations.**
- e)      **Promote, demote, discipline, suspend and discharge any employee.**

### **ARTICLE 4      SCOPE**

4.1      The terms of this Agreement shall apply to all Branch Employees of the Employer **including Supervisory Employees as defined in *The Saskatchewan Employment Act***, excluding the following:

- Executive Director
- Director of Finance
- Director of Operations
- **Director of Community Engagement**

### **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 or any differences 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. The Employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.

## 5.2 **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 on any jobs which are included in the bargaining unit.

## 5.3 **No Contracting Out**

Nothing in this Agreement shall prevent the Employer from **occasionally** contracting out work as it shall be deemed necessary, provided that the Employer shall not contract out work ordinarily performed by members of the bargaining unit. **Prior to contracting out duties which could be or normally would be performed by in scope employees the Employer shall advise the Bargaining Committee of intentions and rationale to support the request for contracting out.**

## 5.4 **Non Discrimination**

There shall be no discrimination by reason of age, sex, disability, political activity, religious affiliation, marital status, family status, creed, sexual orientation, nationality, ancestry, racial origin, colour, physical size or weight, nor by reason of membership or activity in the Union.

## 5.5 **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 an 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.

## 5.6 **Union Membership**

- a) **Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment.**

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

**5.7 Check-Off for Full-Time, Part-Time, Temporary, Casual or Applicable Grant**

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 period**. The Employer shall remit such deductions to the Union prior to the tenth (10<sup>th</sup>) 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.

**5.8 Monthly Statement**

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

**5.9 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.

**5.10 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 shall be given up to an hour 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.

Upon the request of the Union, the Employer will ensure that new employees sign appropriate Union cards and forward them to the office of the Union.

#### 5.11 **Employees Hired on a Grant**

- a) **Employees hired on a grant refer to any individual hired against a specific funding grant opportunity. A grant shall not be used to hire individuals to perform tasks normally performed by permanent employees in the Association.**
- b) **Employees hired on grants up to twelve (12) months shall be excluded from the scope of this agreement.**
- c) **The parties to the agreement shall negotiate inclusion or exclusion within the scope of this agreement for employees hired on grants over twelve (12) months. If the Employer is aware at the beginning or, should there be an extension to an employee, that would extend the initial term beyond the twelve (12) months; the parties agree to meet within thirty (30) days to negotiate.**
- d) **Permanent employees may apply for a grant position. Should the permanent employee be successful in obtaining the position, they shall continue to receive all benefits as per their permanent position, including: seniority, increments, sick, and vacation leave accrual, health and pension benefits.**

#### 5.12 **Temporary Out-of-Scope Appointment**

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

#### 5.13 **Right of Representation**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Saskatchewan Government 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.

5.14 **Bulletin Boards**

The Employer shall make available to the Union 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. The elected Union Representative shall manage the inclusion or exclusion of posted information.

5.15 **Notification from Employer**

Employees shall be informed in writing of motions, resolutions, bylaws, rules and regulations adopted by Mental Health Association Regina Branch Inc. which relate to the working conditions, staff, or matters covered by this Agreement.

5.16 **Union Meetings**

The Union shall be given a maximum of six (6) hours per year [no more than four (4) hours in any one (1) day] to conduct informational meetings during regular working hours, subject to approval of the Executive Director.

**ARTICLE 6 GRIEVANCE PROCEDURE**

6.1 **Definition of Grievance**

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

- a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees;
- b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.
- c) There are three (3) types of grievances:
  - Individual
  - Group
  - Policy

6.2 **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 **their** grievance in accordance with the Grievance Procedure.

### 6.3 **Names of Stewards**

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

### 6.4 **Permission to Leave Work**

- a) Any employee who feels that **they have** been aggrieved or any employee with relevant grievance information shall receive permission from **their** 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 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.

### 6.5 **Procedure**

- a) Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The **Employee/steward** shall attempt to resolve the dispute through a meeting with the Executive Director or Designate.
- b) Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.
- c) The thirty-two (32) calendar day period for initiating a grievance will commence after this meeting.

#### d) **Steps**

##### **Step 1 – Filing a Grievance**

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward/Negotiating Committee Member or **SGEU Labour Relations Officer** on behalf of the aggrieved to the Executive Director or Designate within thirty-two (32) calendar days of failure of resolution at the local level.

The Executive Director shall render a written decision to the **SGEU Labour Relations Officer** with a copy to the grievor and

steward within fifteen (15) calendar days of receipt of the grievance.

### **Step 2 – Meeting**

Upon receipt of the Step 1 letter, the SGEU **Labour Relations Officer** within thirty-two (32) calendar days may request a meeting with the Executive Director or Designate. The meeting shall be scheduled within thirty-two (32) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward if available, the SGEU **Labour Relations Officer** and the Employer representative(s).

The meeting will:

- attempt to ascertain the facts and negotiate a resolution
- if possible, agree to a joint statement of facts
- based on the meeting the SGEU **Labour Relations Officer** and the Executive Director or Designate may agree in writing to mediate the dispute.

If settlement is not reached at Step 2, the Executive Director shall render the decision in writing within sixteen (16) calendar days of the meeting

### **Step 3 – Mediation**

If settlement is not reached at Step 2, the SGEU **Labour Relations Officer** within twenty-eight (28) calendar days may apply for Mediation.

### **Step 4 – Arbitration**

If settlement is not reached at Mediation, the SGEU **Labour Relations Officer** within twenty-eight (28) calendar days may apply for arbitration.

- e) The time limits above may be extended by mutual agreement between the parties.
- f) The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.
- g) It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.



## 6.6 **Special Measures**

- a) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.
- b) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance or arbitration proceedings.

## 6.7 **Deviation from Grievance Procedure**

After a grievance has proceeded to Step 1 by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved Employee.

## 6.8 **Failure to Act Within Time Limits**

It is not the intention of the Employer or the Union to evade the settlement of grievances on a procedural technicality, however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to.

- a) **Where the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step.**
- b) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.
- c) **Time limits may be extended by mutual agreement between parties.**

## 6.9 **Changes to the Agreement**

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

## 6.10 **Access to Grievance Information from Employer**

The Employer agrees to provide to the **Union or Steward** relevant payroll information when requested in writing and accompanied by signed authorization of the **Employee** concerned.

## **ARTICLE 7      **MEDIATION/ARBITRATION****

### **7.1           **Mediation****

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

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

a)      **Selection of a Mediator**

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

b)      **Role of the Mediator**

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

c)      **Rules Applicable to Grievance Mediation**

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

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

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

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

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

Parties to the mediation will have the authority to conclude a settlement at mediation.

d) **Grievance Mediation Process**

The mediator will provide an introduction of the mediation process, e.g., concept, ground rules, process and questions.

The process will be determined by the parties to the mediation with respect to the Collective Agreement, opportunities to comment, and meeting as a group or individually with the mediator.

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

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

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

7.2

**Arbitration**

a) **Selection of an Arbitrator**

**The parties will reach agreement on a mutually acceptable arbitrator. If agreement cannot be obtained either party may apply to the Minister responsible for *The Saskatchewan Employment Act* to have an arbitrator appointed.**

b) **Procedure**

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

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

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

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

- i) If called by the Employer, leave without loss of pay and expenses paid by the Employer.
- ii) If called by the Union, leave in accordance with Article 18.13, and expenses paid by the Union.
- iii) If called by the Arbitrator, the parties shall share equally the costs.

c) **Decision of the Arbitrator**

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

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

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

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

d) **Expenses of the Arbitrator**

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

**ARTICLE 8 DISCIPLINE, SUSPENSION, DISMISSAL**

**Preamble:**

Both parties agree that every effort shall be made through discussion and consultation in an attempt to resolve problems with respect to Employee performance prior to the initiation of disciplinary action.

The Employer acknowledges the right of employees, including those employees on probation, to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

In the event the Employer initiates disciplinary action against an employee, except in cases of serious misconduct, the practice of progressive discipline will take place as follows:

## 8.1 **Disciplinary Progression**

The Employer agrees to follow the principles of progressive discipline.

Failure to comply with the Employer's policies, procedures, and regulations may result in one of the following actions being taken by the Employer, depending on the severity of the offence:

Verbal reprimand

Written reprimand

Suspension

Termination

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

## 8.2 **Disciplinary Action**

Where the Employer intends to meet with an employee for disciplinary purposes or that is likely to lead to discipline, the **Employee** shall be so notified in advance of the purpose of the meeting, and informed of the right to have a Union representative present at the meeting. The member will be given sufficient time to arrange **Union** representation. The Employee shall have an opportunity to state **their** side of the case. Reprimand meetings shall be conducted at the Employers' premises.

## 8.3 **Burdon of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the Employer. The Employer will provide in writing the reasons and facts for the action taken, with a copy submitted to the Union. The Employee may respond in writing to any matters referred to the letter from the Employer. This response will become part of the disciplinary documentation. At the Employee's request a copy of the response may be forwarded to the Union.

## 8.4 **Personnel Records**

- a) Employees shall have the right to have access to review/ **and** copy their personnel record **during business hours**. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of an employee's record.

- b) Evidence from the **Employee's personnel record, which the employee was not notified at the time material was placed in their file, shall not** be introduced as evidence in any hearings.
- c) Employees may designate in writing a Union Representative the authority to view/copy their personnel record.
- d) The Executive Director or designate will be present with the Employee, Employer or Union Representative during viewing of the file.
- e) **An employee may apply to the Executive Director to expunge the record of disciplinary action after twenty-four (24) months following the disciplinary action, provided no further incidents of a similar nature have occurred during that time.** When such documents are removed, they shall be returned to the **Employee** or to the **Union**.

#### 8.5 **Verbal Reprimand**

The Executive Director will verbally outline to the **Employee** any reasons for the reprimand, how **they** should correct **their** work and/or **behaviour** what will happen if **their** misconduct continues. As a point of process, the event of the verbal reprimand will be noted in the **Employee's** file. A steward or Union staff representative shall be present as a witness **at the discretion of the employee.**

#### 8.6 **Letter of Reprimand**

If the **Employee** displays no positive response to the verbal reprimand, the Executive Director shall reprimand that **Employee** by means of a letter of reprimand to the **Employee** within sixty (60) days attendance in the workplace after the delivery of the verbal reprimand. A copy shall be sent concurrently to the Union office. Such letters shall become part of the **Employee's** record.

#### 8.7 **Suspension**

The **Employee** will be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy will be supplied to the Union. The suspension will be with pay when pending an investigation.

#### 8.8 **Dismissal**

Dismissal shall be effected by the Executive Director or designate. The **Employee** shall receive written notice of the action which shall include a specific statement of just cause. Any employee who is dismissed, except in cases of misconduct, will be entitled to notice or pay in lieu of such notice as follows:

- one (1) week if less than one (1) years of service
- two (2) weeks if more than one (1) year, but less than three (3) years of service
- four (4) weeks if three (3) years or more, but less than five (5) years of service
- six (6) weeks if five (5) years **or more**, but less than ten (10) years of service
- eight (8) weeks for employees with ten (10) or more years of service

Such pay shall be in addition to the payment in lieu of earned vacation leave. Earned vacation leave due an employee shall not be used as any part of the period of notice above. A copy of the dismissal notice shall be sent concurrently to the Union office.

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the Grievance Procedure.

8.9 There may be a Union observer during any disciplinary investigation which includes any SGEU represented employee of the **Mental Health Association, Regina Branch Inc.** bargaining unit.

8.10 **Right to Refuse Unsafe Work**

Employees have the legal right to refuse unsafe work under **The Saskatchewan Employment Act** when there is reasonable grounds to believe that an act or a series of acts is unusually dangerous to that person or another person's health and safety.

8.11 **No Discipline**

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

8.12 **Steps to Refuse Work**

1. If **the Employee has** reasonable grounds to believe that an unusually dangerous situation may exist at work, **the Employee has** the right to refuse work.
2. Notify **the** supervisor or Employer about **their** concerns, and refuse to perform the unsafe work.
3. If an employee has refused to perform an act or series of acts in (1) above, the Employer may ask another employee to perform that act or series of acts if the Employer advises the other employee in

writing that there has been a refusal and the reasons for the refusal; the reasons the **Employee** being assigned to do the act or series of acts can, in the Employer's opinion carry out the act or series of acts in a healthy and safe manner and the right of the **Employee** to refuse to do the act or series of acts.

4. The Employer must remedy the situation and/or inform the Occupational Health Committee. The Committee must investigate and advise **the Employee** of the decision.
5. If **the Employee** believes the remediation is not to **their** satisfaction, **the Employee** may refuse unsafe work. The Occupational Health Officer must be notified.
6. The Officer must investigate **the** concerns and to make recommendations. A written report must be given to **the Employee**, and the Employer.

Workers cannot be discriminated against for complying with the legislation, ***The Saskatchewan Employment Act***. Employees have the legal right to a healthy and safe workplace.

8.13 **No Loss of Pay**

No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

8.14 **Suspension During Investigation**

When an employee's conduct is considered by the Executive Director to warrant immediate dismissal, such employee shall be placed on suspension pending investigation with a recommendation for dismissal.

If, at the expiration of seven (7) calendar days, the Union has not filed a grievance, the dismissal shall take effect.

8.15 **Involuntary Demotion**

Fifteen (15) calendar days' notice shall be given to an employee who is to be demoted involuntarily. Such notice shall be given to the **Employee** in writing and shall set out in detail the reasons. A copy of this notice shall be supplied concurrently to the Union.

**ARTICLE 9 SENIORITY**

9.1 **Definition**

The seniority of an employee is defined as the length of service with the Employer, expressed in hours.



9.2

**Seniority Lists**

- a) The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer, **and** the number of **accumulated** hours worked. **If an error is made and confirmed it shall be corrected.**
- b) **The Employer shall prepare and post the seniority list by June 30<sup>th</sup> and January 31<sup>st</sup> of each year. The seniority list shall remain posted on the bulletin board for the balance of the year.**

9.3

**Maintenance and Accrual**

Seniority shall be maintained and accrued during:

- a) All periods of paid leave.
- b) Leave of absence without pay for periods not exceeding thirty (30) days.
- c) Parental Leave (maternity, paternity and adoption).
- d) Wage replacement benefits for a period of one (1) year or less for Workers Compensation benefits, SGI benefits and Long Term Disability Benefits.
- e) Employees under **Article 18.11** Leave of absence for Union Business
- f) Appointment to an out of scope position on Temporary Pay for Higher Duties

9.4

**Maintenance of Seniority**

Seniority shall be maintained, but shall not accrue during:

- a) Periods of leaves of absence over thirty (30) days.
- b) Layoff.
- c) Appointments to an out of scope position.
- d) Wage replacement benefits for a period longer than one (1) year for Workers Compensation benefits, SGI benefits and Long Term Disability benefits.
- e) Employees under Article 11.10 Recall **Procedure**.

9.5

**Loss of Seniority**

Seniority shall be broken for the following reasons:

- a) Dismissal for just cause
- b) Voluntary resignation in writing
- c) Voluntary retirement
- d) Continuous lay-off in excess of twenty-four (24) months
- e) Failure to return to work without an acceptable reason to management following the completion of a leave of absence or within fifteen (15) days' notification by the Employer to return to work following a lay-off, unless through sickness or other just cause.

**ARTICLE 10 APPOINTMENTS, STAFF CHANGES AND HIRING PROCESS**

10.1 **Out-of-scope Posting**

New or vacant out-of-scope positions shall be posted internally and externally concurrently.

10.2 **In-scope Job Postings**

- a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs, the Employer shall notify **as soon as possible the Chair of the Union Negotiating Committee or designate** in writing and post notice of position in the offices of each workplace for a minimum of two (2) weeks.
- b) **Vacancies shall be posted internally for fifteen (15) days unless the Employer and the Union agree to a longer or shorter period.**
- c) **A copy of each posting will be posted on the bulletin board and sent to the employee's choice of email or by mail, including:**
  - i) **all employees on the re-employment list**
  - ii) **all employees who are absent from work for the total duration of a posting.**
- d) Where the Employer decides to fill a position, the position will normally be filled within forty-five (45) days from the closing date of the competition.

- e) **External advertising will only take place after it is determined that there are no in-scope qualified applicants who have applied within the 15 days.**
- f) **Internal and external advertising may occur concurrently provided there is written agreement between the parties.**
- g) **No external applicants will be interviewed until internal applicants have been considered and it has been established that no internal applicant is qualified for the position.**

### 10.3 **Information in the Posting**

The bulletin shall set out the following information:

- a) name of position;
- b) a brief description;
- c) qualifications required;
- d) salary;
- e) hours of work;
- f) deadline date for application and other pertinent information.
- g) **expected start date**

### 10.4 **Role of the Union for Internal Applicants**

- a) **The Employer shall notify the Union of the applicants in each posting, and of the seniority, if any, of each of them, and of the time, place and date of the assessment of applications and interviews.**
- b) **The Union Representative shall attend assessments of resumes or interviews for internal applicants only.**
  - i) **The Union Representative is an observer and advocate only, and does not have authority in the Employers final staffing decision.**
  - ii) **The Union Representative shall attend without loss of pay providing they are an employee of the Employer.**
  - iii) **The Union shall ensure no conflict of interest occurs.**
- c) **The Union shall have a representative present during the selection process.**

10.5

### **Qualifying for Positions**

- a) **The Employer will determine the necessary knowledge, skills and abilities (KSA) required for each position to be filled, prior to posting.**
- b) **The KSA will be drawn from the job description based on the classification specification for the position.**
- c) **To determine who will be interviewed, resumes will be screened against the KSA shown in the posting. Interview questions will be drawn from the KSA shown in the posting. Those applicants who do not meet the minimum KSA outlined in the posting will not be interviewed.**
- d) **All examinations and interviews shall be designed to test fairly the knowledge, skills and abilities of the persons examined. The means or measures used to test persons may include any investigation of education, experience, or record of accomplishment; and any test of knowledge, skill, or aptitude drawn from the job description; and inquiry into the personal suitability of the candidate.**
- e) **The Employer shall provide to the Union Representative the interview questions as well as the expected responses two (2) days in advance of the interview. The Union Representative shall hold all the information confidential and not share any part with prospective candidates.**
- f) **The Union shall ensure no conflict of interest occurs.**

10.6

### **Appointment of Senior Qualified Applicant**

- a) **Positions shall be filled by the senior qualified applicant. Seniority will be counted as of the closing date of the posting. To be considered qualified, applicants must meet the minimum requirements as set forth in the posting.**
- b) **Should the Employer decide not to appoint the senior qualified applicant, the Employer's representative will so notify the applicant and the Union in writing with his reasons, and the applicant will be entitled to engage in an expedited process.**
- c) **No posting will be cancelled once it has been determined that there is at least one internal qualified applicant unless agreed to by the parties. Such approval shall not be unreasonably withheld.**

**Should there be no employee qualified for the position the Employer may fill the position with an outside applicant.**

**The successful applicant shall be notified in writing prior to commencing the duties of the classification step assigned. The Employer will post the name of the successful applicant, their classification, start date, and salary step assigned. A copy shall be sent to the Union.**

10.7

#### **Probationary Periods**

- a) Employees hired into full-time positions upon initial appointment shall serve a probationary period of **six (6) months or 910 hours, whichever comes first**, from the date of appointment.
- b) Employees on promotion shall serve an additional probationary period of **six (6) months or 910 hours, whichever comes first**, in their new position.
- c) Employees who work less than full-time and at least one-half (1/2) time will have a **one (1) year or a 910 hour** probationary period, **whichever comes first**.

Should an employee's performance fail to meet the requirements of the new position, or if the employee so chooses, **they** shall be returned to **their** former position with no loss of seniority and subject to any increments **they** would have earned had the promotion not taken place.

- d) When a casual employee assumes a permanent, permanent part-time or temporary position, their time worked as a casual shall be considered as time spent for their probationary period but shall still have to serve a minimum of **six (6) months or 910 hours, whichever comes first**, of a probationary period.
- e) **No probationary period shall be required of an employee in a position which is reclassified unless the Employee is on probation; if on probation the Employee shall continue to serve the probationary period minus service accumulated to that point.**
- f) **An employee who, as a result of a reduction in staff, assumes a new position, shall be allowed the minimum of the probationary period of the classification to familiarize them with their new duties. Should the new position be a lateral move within the same classification no probationary period shall be required.**

**g) Right to Revert**

- i) Should an employee's performance fail to meet the requirements of the new position, or **within six (6) months** the employee so chooses **to revert**, **they** shall be returned to **their** former position with no loss of seniority and subject to any increments **they** would have earned had the promotion not taken place.
- ii) **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 their previous home position is vacant or on a TAHD or temporary basis, may request to revert to that position, subject to any increases that they would have received had they remained in that position, with no loss in seniority.**
- iii) **A permanent employee displaced through the reversion provisions shall also have the right to revert to their former position at their former rate of pay, subject to any increments they would have received had they remained in that position. If there is no former position, the Employee shall be considered on layoff and all rights as stated in Article 11 Lay-Off shall apply.**

10.8 **Completion of Probationary Periods**

At the successful completion of the probation the **Employee** shall be so informed in writing.

10.9 **Assessment While on Probation**

Since probation is the final step in the selection process, the following procedure will be followed as a minimum in the evaluation process:

- a) Performance requirements established by the Employer will be communicated to the **Employee**, in writing, at the outset and discussed during the **Employee's** probationary period.
- b) Performance requirements will be established based on the classification specification and the job description and will include the responsibilities, knowledge, skills, and abilities appropriate to the job.
- c) The **team lead or designate** shall evaluate performance by direct observation on at least two (2) different occasions.

- d) Two (2) written performance assessments will be completed **by the team lead** for each **Employee** during the probationary period. Performance assessments will be conducted at:
  - 280 hours and 700 hours in the case of a 910 hour probationary period, or
  - 700 hours and 1540 hours in the case of an 1820 hour probationary period.
  - **additional performance assessments may be conducted at the discretion of the Employer**
- e) Performance assessments will be discussed with the **Employee** and shall be signed by the **Employee** to indicate awareness of the assessment. A current job description is required when the final probationary review is complete.

In all cases the **Employee** will be given a copy of any performance assessment.

#### 10.10 **Extension of Probation**

**Probationary periods may be extended for a period agreed upon by the Employer and the Union. The extension period will not exceed a term equivalent to the original probationary period for the position.**

### **ARTICLE 11 LAY-OFFS AND RECALLS**

#### 11.1 **Lay-Off**

A lay-off **may occur when there is** a reduction in the work force, **change in funding, an abolishment of a position, any unforeseen event** or a reduction in the regular hours of work as defined in this Agreement.

#### 11.2 **Role of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. In the event of a lay-off **Employees** shall be laid off in reverse order of their bargaining-wide seniority. An employee about to be laid off may bump any **Employee** with less seniority providing the **Employee** exercising the right **to bump and has the knowledge, skills and abilities** and is qualified to perform the work of the less senior **Employee**.

#### 11.3 **No New Employees**

New **Employees** shall not be hired until those laid off have been given an opportunity of recall.

11.4 **Advance Notice of Lay-Off**

The Employer shall notify Employees who are to be laid off as determined under *The Saskatchewan Employment Act*, but in no case shall the notice be less than thirty (30) calendar days prior to the effective date of lay-off. A copy of the notice of lay-off shall be sent to the **Union**.

11.5 **Temporary Layoff**

**An employee who has been temporarily laid off shall have the right to have their name placed on the casual and or the re-employment list.**

11.6 **Job Abolishment**

- a) **Job abolishment resulting in layoff may be brought about by:**
  - i) **Substantial decline in membership**
  - ii) **Curtailment or alteration of a program due to a change in funder priorities**
  - iii) **Curtailment or alteration of a program due to available funding**
  - iv) **Organizational restructuring**
- b) **When a job is abolished the employee may exercise their options for position abolishment**

11.7 **Notice of Position Abolishment**

- a) **Whenever possible, written notice of at least 60 days in advance of lay-off shall be given to any permanent employee whose position is to be abolished. In no case will the notice given to any employee be less than that provided for in *The Saskatchewan Employment Act*.**
- b) **The Employer shall inform the Labour Relations Officer as soon as they are aware of potential abolishment(s).**

11.8 **Options for Position Abolishment**

**A permanent full time or part-time employee whose position is being abolished shall have the right to exercise any one of the following options:**

- a) **exercise right to bump or**
- b) **go on lay-off and thereafter be entitled to exercise re-employment rights**



- c) **the employer, employee and the Union may jointly develop a severance package for employees to resign or take early retirement.**
- d) **take general leave of absence without pay**

11.9

#### **Order of Bumping**

**Bumping is intended to, as closely as possible, maintain an employee's rate of pay, classification, duties and responsibilities.**

- a) **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 with the least amount of seniority in a home position.**
- b) **If a full time or part-time employee is unable to qualify for and obtain full-time employment that employee shall have the right to exercise bumping into part-time positions. The bumping sequence shall be as above.**
- c) **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, they shall have their name placed on the re-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 they shall have the right to have their name placed on the re-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 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 their name placed on the re-employment list.**

11.10

### **Recall Procedure**

- a) Employees shall be recalled in the order of seniority.
- b) Employees who have been laid off shall have the right to refuse work that would constitute a demotion or temporary employment without loss of seniority. If the Employee rejects three call-backs, then **their** name shall be removed from the re-employment list.
- c) Employees who choose to take employment offered to them which would constitute demotion or temporary employment shall not lose their right to re-employment to positions equivalent to those from which they were laid off, for two (2) years following the date of lay-off.
- d) Employees shall be given thirty (30) days' notice of recall in written form.
- e) It is incumbent upon the Employee to provide an up-to-date address and phone number to the Employer while on lay-off.
- f) The Employee shall give notice of acceptance/rejection of any call-back within fourteen (14) calendar days.

11.11

### **Maintenance of Benefits - Lay-Off**

When an employee is laid off on account of lack of work and returns to work, that employee shall retain their existing accumulated benefits and seniority in accordance with Article 11.

11.12

### **Adjustment Period**

**An employee who, as a result of a reduction in staff, assumes a new position, shall be allowed an adjustment period, equivalent to the length of probationary period for the classification, to familiarize themselves with their new duties.**

**If during the adjustment period the parties determine that the bump was not suitable, options will be reviewed with the Employee and the Employer to resolve the issue.**

11.13

**Re-employment Employees who are laid off or upon conclusion of a term position, upon their request, shall be placed on a re-employment list maintained by the Employer.**

- a) **The Employer shall during the last week of employment confirm the contact information from the Employee.**

- b) **Employees shall remain on the re-employment list for a period of two (2) years or until the Employee requests their name to be removed from the re-employment list.**
- c) **It shall be the employee's responsibility to contact the employer to update any contact changes during the two (2) years.**
- d) **Employees will retain their seniority while on the re-employment list.**
- e) **Employees on the re-employment list shall be allowed to apply for any position posted under Article 9**

11.14

#### **Employer Amalgamation**

**In the event the Employer merges, amalgamates or otherwise disposes of its services, *The Saskatchewan Employment Act* shall govern the process.**

### **ARTICLE 12 HOURS OF WORK**

- a) Regular hours of work shall be seven and three-quarters (7 3/4) hours per day (average thirty-five (35) hour work week), Monday to Sunday with employees receiving every second Friday or Monday off as a regular earned day off (EDO). Employees are entitled to a twenty (20) minute work break in the morning and afternoon. Core hours of work shall be 7:00 a.m. to 10:00 p.m. Any deviation from this will only be by agreement between the parties. There will be no split shifts in the schedule.
- b) Where operational coverage problems require an EDO to be rescheduled, the EDO will be taken on another date, mutually agreed upon by the Employee and the Executive Director.
- c) EDOs that fall on a statutory holiday shall be rescheduled to the preceding or next following working day by mutual agreement.
- d) Each Employee is required to submit a monthly attendance statement to the Executive Director as a record of time worked.
- e) A regular schedule will be established for permanent part time and full-time employees. The schedule shall be done in order of seniority with the most senior employee notifying the Employer of their hours of preference, e.g. days/nights. One (1) weeks' notice will be given of changes to the schedule. Where there is a requirement to work shifts, such shifts shall be scheduled on a rotating basis amongst employees in that classification.

- f) The parties recognize that employees work outside the current hours of work through a variety of ad hoc and mutually agreeable arrangements. We also acknowledge that the establishment of programming outside the current hours of work is required for **Mental Health Association, Regina Branch Inc.** to achieve its goals as an organization. Both parties agree to negotiate in good faith regarding hours of work when new programs come into effect or when programs change. The parties commit themselves to ongoing dialogue and innovative approaches to these problems.
- g) Casual employees shall provide to the Employer a work availability schedule.
- h) Casual employees shall be called in accordance to qualified senior employee to cover a vacancy.

## **ARTICLE 13 OVERTIME**

### **13.1 Definition**

Authorized hours worked in excess of the weekly average or all hours worked on a day of rest or designated holiday shall be considered overtime.

Employees are not permitted to work beyond their regular hours without the permission of the Executive Director **or designate**.

**Approval may be granted after the fact in extenuating circumstances.**

### **13.2 Compensation for Overtime**

Assigned overtime is designated as those hours over the regular hours of work which are requested of the **Employee** by management. Assigned overtime worked shall be paid at the rate of time and one-half (1 1/2).

### **13.3 Compensation for Work on Days of Rest**

Assigned work on regularly scheduled days of rest is designated as those hours worked on regularly scheduled days off which are requested of the **Employee** by management. Assigned work on days of rest shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double (2) time for all subsequent hours worked.

13.4 **Time Off in Lieu / Payment of Overtime**

Employees shall work overtime only when authorized to do so.

When overtime is paid out, it will be paid out with the **Employee's** regular pay. On request by the **Employee**, management may grant time off at the appropriate overtime rate in lieu of payment for overtime worked; such time off must be taken within ninety (90) days or be paid out.

Subject to the minimum guarantees as provided herein, payment shall not be made for overtime work done under one-half (1/2) hour.

13.5 **Voluntary Overtime**

No **Employee** shall be required to work overtime against **their** wishes when the work can be done by other employees.

13.6 **Extended Hours**

Employees will be paid at overtime rates of pay for all hours worked in excess of the hours of work defined under Article 12 except as follows;

- a) The **Employee** requests and is authorized by the Employer to work extended hours, for the purpose of banking hours for personal reasons.
- b) The **Employee** agrees to work extended hours in exchange for alternate time off.

Banked time is not to exceed twenty-five (25) hours in the six (6) month period in which it is incurred. Banked time is to be taken within the six (6) month period in which it is incurred as there shall be no carry over between six (6) month periods.

Employees cannot lose hours worked under this clause. If mutual agreeable dates are not found within the above time frames the **Employee** will be paid out in the final pay period of the six (6) month span.

13.7 **Call-Back**

An employee who is called back to work outside of **their** regular working hours shall be paid for a minimum of **three (3)** hours at the overtime rate. Employees may only be called back by the Executive Director **or designate**.

13.8 **On-Call Premium**

Employees assigned to be on call shall receive **\$15.00 (fifteen dollars)** for any period they are on call within a 24 hour period.

13.9 **Conference and Educationals**

Time spent by employees who attend Employer requested conferences or educationals, shall be considered as time worked. Expenses shall be claimed as per Article 22.

The Employer will develop written policies in regards to expenses, costs and time in lieu for conferences and educationals that will apply throughout the Branches.

13.10 **Differential for Camps and Tours**

**It is understood that camps and tours can be operated by the Employer, from time to time, as part of the regularly scheduled programming of activities. If an employee volunteers for duty at a camp or tour on a twenty-four (24) hour basis, a differential of \$200.00 per day or one and half (1 ½) days as time in lieu shall be paid. If an employee is assigned to camp duty, then overtime rates apply.**

**This differential shall not be paid to employees who are hired solely as camp or tour workers.**

**ARTICLE 14 CASUAL EMPLOYMENT**

14.1 Casual employees shall be covered by this agreement in its entirety except as follows:

- Article 21.6 **and** 21.7 Benefits (Extended Health & Vision Dental Plan)
- Article 17.10 – Personal Days
- Article 21.3 – Pension
- Article 17 – Sick Leave

14.2 Casual employees shall provide an availability sheet to the Employer. The Employer shall not contact a casual employee when the casual employee has indicated they are not available. The casual employee may refuse up to three (3) shifts in ninety (90) days.

**It is the responsibility of the Employee to ensure the Employer has the most current availability.**

14.3 Casual employees shall earn vacation pay on each pay cheque.

14.4 Casual employees shall be called in based on seniority. Short term placements (less than four (4) consecutive days) on a rotation basis based on qualifications and suitability for the opportunity.

- 14.5 Block of four (4) or more days to replace a single staff vacancy to a maximum of three (3) months – starting with senior qualified with availability.
- 14.6 Part time employees can increase their hours by filling with casual hours (provided they are qualified and suitable for the position offered).
- 14.7 Part time employees must advise the Executive Director in writing that they wish to be considered for casual hours. Part time employees who perform casual hours will be considered casual employees and be paid according to the casual pay rates.
- 14.8 After **each** 1820 hours **or two years** of service, casual **employees** are entitled to **the next** increment **on the pay grid**
- 14.9 Casual hours are paid at the first step of the Program Assistant pay rate for less than four (4) days.
- 14.10 If a Block of four (4) or more days is offered, the **Employee** will be paid at the first step of the position they are working in.
- 14.11 If a casual **Employee** has refused three (3) shifts in ninety (90) days and refuses the fourth (4th) offer, then the **Employee's** name will be removed from the Casual list.
- 14.12 If a casual **Employee** is not available for any work over a continuous three (3) month period, they will be deemed to have resigned their employment with Mental Health Association Regina Branch Inc. and will have lost their Seniority.

## **ARTICLE 15 DESIGNATED HOLIDAYS**

### **15.1 Designated Holidays**

For the purposes of this Agreement, designated holidays shall mean: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, one Floating Holiday per year to be taken at a time mutually agreed between the parties, and any other statutory holiday as proclaimed by the Federal or Provincial Governments.

### **15.2 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 one-half (1 1/2).

**ARTICLE 16 VACATIONS**

**16.1 Definition**

Vacation means annual vacation with pay.

**16.2** Vacation Year means the twelve (12) month period commencing on October **1<sup>st</sup>** of each calendar year and concluding on September **30<sup>th</sup>** of the following calendar year unless prior agreement provides alternate dates.

**16.3 Vacation Benefits**

- a) Vacation is not earned while an employee is on leaves of greater than thirty (30) calendar days (except if such leave is designated as sick leave **and vacation leave**).
- b) Annual vacation for full-time employment shall be earned at the rate of fifteen (15) working days per year, increasing at the rate of one (1) additional day per year after the first year to a maximum of six (6) weeks. ("Day" refers to one (1) working day within the standard work week from Monday to Friday).

<u>Years of Service</u>	<u>Annual Vacation in Working Days</u>
1	15
2	16
3	17
4	18
5	19
6	20
7	21
8	22
9	23
10	24
11	25
12	26
13	27
14	28
15	29
16 or more	30



- c) If an employee wishes to take up to five (5) consecutive days of vacation time, a written request must be submitted to the Executive Director **or designate** no less than five (5) working days prior to the commencement of the proposed vacation.  
  
For vacation of six (6) or more days, written requests must be submitted to the Executive Director **or designate** no less than twenty-five (25) calendar days prior to the commencement of the proposed vacation.
- d) When any statutory holiday or customary civil or local holiday falls on a regular working day within an employee's annual vacation, **they** shall be granted one (1) additional day of vacation.
- e) Less than full-time employees shall earn vacation benefits on a pro-rata basis.

#### 16.4 **Carry Over of Vacation**

The vacation entitlement will be taken by all the **Employees** annually, subject, however to the provision that the **Employees** may make application in writing to the **Executive Director** prior to the end of the vacation year in which time is not taken for carry over of the entitlement to the following year. Carry over of up to five (5) days shall be approved. Consideration will be given for carry over in excess of five (5) days. **The Executive Director shall respond in writing within 15 days of the request.**

#### 16.5 **Vacation Schedules**

- a) Where in respect of any period of vacation leave, an employee is:
  - i) granted bereavement leave, or
  - ii) granted sick leave at a recognized hospital, or
  - iii) granted other approved leave of absence, or
  - iv) granted sick leave for an illness which would confine the **Employee** for a duration of four (4) days, a medical certificate substantiating proof of illness may be required, or

**the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee, if requested by the employee and approved by the Executive Director, or reinstated for use at a later date, at a time to be mutually agreed upon by both parties.**
- b) When a statutory holiday **or EDO** falls on a day during an employee's vacation period, the period of vacation so displaced

shall either be added to the vacation period of the **Employee** or reinstated for use at a later date.

16.6 **Vacation Pay on Separation**

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 at the **Employee's** current rate of pay. In the event of the death of an employee, any amount due under this Article shall be paid to the **Employee's** estate.

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 Schedule**

Annual vacation shall be regulated on a mutually agreed rotation plan. Wherever possible the initial placing of employees in the rotation plan will be according to seniority; thereafter the rotation will take place in accordance with agreed procedure established between the Union and the Employer. Where an annual vacation is split upon request by an employee, seniority shall be exercised in the first instance only.

16.9 **Posting Vacation Schedule**

Vacation schedules shall be posted by April 15<sup>th</sup> of each year. Once posted these dates cannot be changed without mutual consent of the **Employee(s)** and the Employer **or** in extenuating circumstances the Employer **may** alter the vacation schedule.

16.10 **Cancelling of Approved Vacation Leave**

Where the Employer cancels an employee's approved vacation leave and such cancellation causes the **Employee** and/or **their** family member(s) to forfeit travel deposits or fares, the Employer will reimburse the **Employee** to the extent of such loss.

16.11 **Vacation Entitlement on Re-Employment**

Where a former **Employee** of Mental Health Association Regina Branch Inc. becomes re-employed after a break in service of less than two (2) years, their vacation credits earned prior to the break in service will be reinstated upon re-employment. Re-instatement of vacation entitlement is only available to those who have had a break in service due to lay-off and not resignation or dismissal.

## **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 job-related stress or of being sick or disabled, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

### **17.2 Annual Paid Sick Leave**

Sick leave credits shall accumulate from the date of employment on the basis of one and three-quarters (1 3/4) working days per month to a maximum of 119 days.

### **17.3 Accumulation of Annual Paid Sick Leave**

The unused portion of an employee's sick leave shall accrue for **their** future benefits, to a maximum of 119 days. No remuneration shall be granted in lieu of unpaid sick leave benefits at termination of employment.

### **17.4 Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absent on account of a medical appointment for less than one-quarter (1/4) day shall not be deducted up to a maximum of twenty-four (24) hours annually. Employees will make every reasonable effort to schedule medical appointments during non-working hours in order to minimize workplace disruption. Proof of appointment in the form of an appointment card or other document provided by a medical professional shall be provided. Absence for one quarter (1/4) day or more, and less than a full day shall be deducted as equal to the time taken to the nearest full hour.

### **17.5 Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three (3) days. If a medical certificate is required, such a certificate will be requested during such illness. Any costs incurred by the **Employee** to provide the medical certificate shall be reimbursed by the Employer within fifteen (15) days.

### **17.6 Sick Leave During Leave of Absence**

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

An employee shall continue to accumulate sick leave credits for leave of absence or lay-off of one (1) month or less.

17.7 **Sick Leave Records**

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

17.8 **Leave of Absence While Sick**

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

17.9 **Sick Leave for Part-Time Employees**

Part-time employees shall accumulate sick leave credits on the basis of one and three-quarters (1 3/4) days per month prorated on the basis of hours worked in that month.

17.10 **Personal Days**

Two Personal Days are designated to be taken by permanent full-time and permanent part-time (pro-rated on the basis of hours worked in the fiscal year to date) employees after twelve (12) months' continuous employment with the Employer.

An employee wishing to take a Personal Day must have the prior approval of the Executive Director. Personal Days must be taken within the period April 1 to March 31 and are not available for carry over into the next period.

Personal Days shall not be used in conjunction with Vacation days.

17.11 **Recognition of Social Illness**

- a) **Mental health conditions, stress related illness and addictions will be treated as any other health problem. Sick leave will be granted if available.**
- b) Employees whose **immediate family member** is undertaking a **treatment** or rehabilitative program for any health concern may apply for vacation time or leave of absence without pay to participate with the family member in **treatment** or 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 disciplinary measures within the framework of the collective bargaining agreement.

## **ARTICLE 18 LEAVE OF ABSENCE**

### **18.1 Leave of Absence for Full-Time Union Duties**

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. The Employee may, with one (1) month written notice, cause their name to be placed on the re-employment list as in Article 11.

### **18.2 Medical Care Leave**

An employee who is unable to make the necessary arrangements for maintenance of personal health care outside of scheduled work time, shall be granted time off as per Article 17.4. On request, employees will be required to show proof of such care.

### **18.3 Bereavement Leave**

Bereavement leave with pay shall be granted to an employee, such leave to apply in the death of an employee's spouse, brother, sister, parent, child, grandparents, grandchild, or in-law, aunts, uncles and first cousins **or someone with whom they have a significant relationship.** Such leave shall consist of up to three (3) days. Additional time may be granted under extenuating circumstances. Such time shall be taken against sick leave, or leave without pay if no sick leave credit exists.

### **18.4 Pressing Necessity**

Necessary time off work with pay may be granted to an employee for pressing personal matters or family matters beyond the Employee's control. This would include such matters as illness in the family, mourner's leave, natural disaster, examination leave and moving. Such time shall be taken against sick leave, or leave without pay if no sick leave credit exists.

### **18.5 Maternity Leave – Adoption - Parental Leave**

#### **a) Maternity Leave – Adoption Leave**

- i) An employee who has completed twenty (20) weeks of service, who makes application for leave at least four (4) weeks in advance of the requested commencement date,

or the date the baby is expected to come into the **Employee's** care and who provides the Employer with a medical certificate certifying that **they are** pregnant if requested, or a letter confirming a pending Adoption shall be granted maternity/adoption leave consisting of:

- A period not exceeding twenty-four (24) months.
  - An additional period equal to the period between the estimated date of birth specified in the medical certificate and the actual date of birth, if the date of birth occurs after the date mentioned in the certificate, or the expected and actual date the baby came into the **Employee's** care.
  - An employee may make application for further leave under General Leave at least fourteen (14) days prior to the expiration of the leave.
- ii) In the event of complications arising out of pregnancy such that the **Employee** is unable to return to work at the expiry of an approved leave of absence, **they** will receive payment of normal salary from accumulated sick leave benefits.
- iii) If any **Employee** is unable to perform all of **their** normal duties due to pregnancy (and supported by written medical evidence from **their** doctor to the Employer), **they** will have **their** duties modified or be assigned to another position wherever possible. If accommodation is not possible, the **Employee** is entitled to take any accumulated sick leave credits or if **they have** no credits will be entitled to take an unpaid leave of absence.
- b) **Parental Leave**
- i) An employee who has completed twenty (20) weeks of service and who makes application for parental leave at least four (4) weeks in advance of the date the leave is to commence, shall be granted a leave of up to thirty seven (37) weeks. Such leave to commence not more than twelve (12) weeks before the estimated date of birth or the date the baby is expected to come into the **Employee's** care and end not more than one (1) year after the date of birth or the date on which the baby came into the **Employee's** care.
- c) Upon fourteen (14) days' notice, an employee granted leave shall be entitled to return from such leave in advance of the date to which the leave was granted. The Employer is not required to allow an employee to resume their employment until after the fourteen (14) days' notice.

- d) **Parental Leave Top-up**
  - i) **An employee who qualifies for maternity/adoption/paternity leave and has been employed for a period of six (6) months shall be paid a parental leave top-up allowance of 80% of wages for the first two (2) weeks of the leave.**
  - ii) **In order to receive this top-up, the employee must provide to the Employer, proof that she has applied for and is eligible to receive Employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving Employment insurance benefits is not eligible for a maternity leave top-up.**

e) **Seniority Status During Maternity Leave**

The Employee shall suffer no loss of accumulated seniority rights due to maternity leave of absence. Seniority shall accumulate during the period of leave.

18.6 **Jury Duty and Court Witness**

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

The Executive Director shall be informed of any required court appearances of any staff and all conduct monies received by any staff person shall be paid to the Employer.

18.7 **Caregiving Leave**

An employee may be entitled to a general leave of absence to care for **their** child, children, spouse, parents or sibling for a maximum of twelve (12) months without pay when **they** request such leave for good and sufficient cause. Such requests shall be in writing. Approval shall not be withheld unreasonably.

18.8 **Compassionate Care Family Leave**

- a) **Employees who qualify for compassionate care benefits under *The Employment Insurance Act* are eligible for an unpaid Compassionate Care Family Leave of twenty-eight (28) weeks to care for a seriously ill family member. During the leave the employee shall continue to accumulate all benefits and seniority under this collective agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On**

**return from leave, employees will be placed in their former position.**

- b) **The Employer shall provide payment equal to 80% of the rate of pay for the employee's current wage for the two-week Employment Insurance waiting period.**
- c) **The employee may request an extension to the leave in writing should circumstances warrant. The extension shall be a leave without pay. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.**

#### 18.9 **Seniority Accumulation on Leave of Absence**

Effective the date of certification, seniority shall accumulate on any leave of absence for the first month unless otherwise stated in this Agreement.

#### 18.10 **Education Leave**

Education leave may be granted to an employee who has been in continuous employ with the Association for two (2) years and who desires to gain new skills, or improve upon existing skills, when such skills are deemed relevant to the Association by the Executive Director. Requests for education leave must be made, in writing, outlining a description of proposed study and detailing perceived benefits to the Association, prior to October 1 of the year prior to the fiscal year in which the leave shall be taken.

Education leave shall be deemed as leave of absence without pay. Seniority does not accrue while on leave, but remains the same as the last day worked prior to commencement of the leave. Benefits **as per** Article 21, to be paid for by the **Employee**, can be retained throughout the leave period at the discretion of the **Employee**.

In addition to leave, an employee may request financial assistance which can include the costs of books and tuition. The Association shall consider all requests and may approve funding up to **100%** of salary for the duration of leave. Any financial support will require a signed undertaking to provide two (2) years of service upon return for every one (1) year on leave. Failure to meet service commitments requires repayment of support, prorated to service completed upon return. In cases other than resignation, the Employer will review each situation as to whether repayment is required. At its sole discretion, the Employer may forgive repayment of services when merited.

The Employer shall maintain written guidelines for the above policy.

The Association agrees to discuss with the **Union** ways to enhance staffs' professional development during the term of the agreement.



**Leave of Absence for Union Business****a) Process**

The Employer agrees that Employees will periodically require leave of absence for Union business.

The parties recognize that Union leave is integral to harmonious relations and of benefit to both parties.

Leave of absence with pay shall be granted (subject to reimbursement in accordance with Article 18.11 b) to attend to Union business provided that:

- i) The Employee is authorized by the Union in writing to request such leave.
- ii) The Employee requests in writing leave for Union business as authorized by the Union. Oral notice is acceptable in unusual circumstances, but must be followed up by a written request.
- iii) The request for Union leave is made on such form or forms as agreed by the parties from time to time.
- iv) It shall not unreasonably interfere with the operation of the Employer and it shall not be unreasonably withheld, and
- v) The Union agrees to provide five (5) days' notice of requests for Union leave, except in unusual circumstances.

The following provisions shall apply to such leaves:

- i) The Employer will continue to provide the regular earnings and make all normal deductions during such leave. Employees shall continue to accumulate and be entitled to access all benefits and seniority rights under this Agreement during such leave subject to the normal rules of usage.
- ii) For the purpose of determining overtime entitlement, approved leave of absence with pay for Union business shall be credited as hours worked.

**b) Union to Reimburse the Employer**

When the Employee is on Union leave, the Union will reimburse the Employer for the full cost of the earnings of the Employee on leave.

c) **Reinstatement from Paid Union Leave**

Employees while on leave for Union business shall have the right to return to their jobs on reasonable notice, prior to the expiration date of the approved leave, provided that such return will not result in additional cost to the Employer.

18.12 **General Leave**

Upon application, an employee shall be granted a leave of absence without pay for a period not exceeding one (1) year. Applications must be made in writing and approved by the Executive Director. Such approval shall be granted in a uniform manner.

When an employee is given leave of absence without pay and returns to work upon expiration of such leave, the Employee shall retain their existing accumulated benefits and seniority at the time of such leave.

18.13 **Long Term Disability or Workers' Compensation Leave**

- a) Employees who are on Long Term Disability or Workers' Compensation shall be given an unpaid leave of absence until they are fit to return to work.
- b) Employees who are fit to return to work shall be reinstated in their previous position.
- c) Employees on such leaves shall retain seniority at the same level as when leave commenced.
- d) The Employer and the Union agree to attempt to find employment within the bargaining unit for employees able to work, but unable to fully return to their former positions.
- e) Employees on such leaves will contact the **Executive Director** once monthly to indicate **their** progress and the prospects of **their** return to work.

18.14 **Employee Crisis Leave**

**When an employee is required to seek shelter from domestic violence, the employee shall be entitled to draw on sick leave or vacation leave or shall be granted a leave of absence without pay.**

**ARTICLE 19 PAY ADMINISTRATION**

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

19.2            **Equal Pay for Similar Work**

Employees shall receive equal pay for similar work.

19.3            **Increments**

- a)        For the purpose of calculating increments for full-time employees, an employee who commences employment during the period from the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) of the month shall be granted an annual increment as if he commenced employment on the first (1<sup>st</sup>) day of that month.
- b)        An employee who commences employment during the period from the sixteenth (16<sup>th</sup>) to the end of that month shall be granted an annual increment as if he commenced employment on the first (1<sup>st</sup>) day of the following month.
- c)        Part-time employees shall be granted increments after completion of the equivalent to a full year of full-time employment but in any case will receive an increment every twenty-four (24) months of employment.
- d)        Following Leaves of Absence Without Pay and Lay-off. When an employee returns to the service after not more than ninety (90) consecutive calendar days leave of absence without pay, or lay-off, there shall be no change in **their** increment date. When an employee returns to the service after more than ninety (90) consecutive calendar days' leave of absence without pay, or lay-off, **they** will be eligible to receive subject to the above articles, increment after twelve (12) months of actual service, less credit toward an increment earned before the leave of absence without pay, or lay-off was taken.

19.4            **Hiring Rates**

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

19.5            **Pay Periods**

Employees shall be paid **semi-monthly**. Upon request, and subject to the approval of the Executive Director, advances may be provided prior to vacation period. Advances may be granted in other extenuating circumstances. Such approval shall be granted in a uniform manner.

19.6 **Statement of Earnings**

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

19.7 **Changes in Pay Range**

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

19.8 **Calculation of Sick Leave and Vacation**

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

19.9 **Promotion**

On promotion of an employee, **their** rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than an eight percent (8%) increase. In such a case, **their** rate shall be adjusted to the step in the pay range yielding at least eight percent (8%). If an increase is greater than ten percent (10%), then the date of increment shall be changed to the first (1<sup>st</sup>) calendar day of the month following the date of promotion.

19.10 **Temporary Performance of Higher Duties (TPHD)**

An employee who is temporarily assigned higher duties for a period of more than four (4) days shall be paid the minimum of the range for the higher position or an additional eight percent (8%), whichever is greater.

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

19.12 A vacancy of a temporary nature may be filled by TPHD for up to a six (6) month period with an extension of an additional six (6) months by mutual agreement between the **U**nion and the Association. After this period the position will be posted and filled by competition.

## **ARTICLE 20     JOB CLASSIFICATION AND RECLASSIFICATION**

### **20.1           Maintaining a Classification Plan**

The Employer shall maintain a position classification plan in which positions of 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, **as well as any changes to existing positions and classifications.**

When a new **position** is created the parties will negotiate its inclusion or exclusion and, if included, the hours of work and salary range/**classification.**

### **20.3           Manual of Class Specifications**

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

### **20.4           Changes in Classification**

**When an employee, the Union or the Employer feel that a position is incorrectly classified, a request for review of classification may be made as follows:**

- a) **The employee, Union or Employer shall make a request for review of classification in writing to the Executive Director. The employee's job description, along with a completed reclassification application will be attached. A copy of the request shall be sent to the Union concurrently by the Employer.**
- b) **Within 30 days of receiving the request for review, the Executive Director will provide written acknowledgement of receipt of the request to the employee and the Union.**
- c) **Within 60 days of receiving the request for review, the Executive Director will notify the employee and the Union of the decision. The notification shall include a rationale for the decision.**

20.5

### **Reclassified Positions**

If the position is reclassified, the following procedure will apply:

- a) The incumbent shall be appointed to the position subject to notification and challenge.
- b) The reclassification and the name of the incumbent will be circulated for information purposes.
- c) The notification is subject to challenge from more senior employees within the work unit who could as readily have been assigned the duties which led to the reclassification.
- d) The Executive Director shall decide the validity of challenges, subject to grievance.
- e) If a challenge is successful, the challenger shall be appointed and the incumbent prior to the challenge shall be laid off and shall exercise the options in Article 11.
- f) The reclassification and any resulting change in pay shall be effective the nearest first (1<sup>st</sup>) of the month to the Employee's request for review.

20.6

### **Downward Classification**

No Employee shall have his wages reduced as a result of downward classification, unless such downward classification is a result of a demotion. Such an employee's name shall be placed on a re-employment list for a class of positions similar to and with the same salary range as his position before it was downgraded. A period of probation will not be required if the downward classification is required of a permanent employee. Increment dates and seniority shall remain as prior to the downward classification.

20.7

### **Time Period to Qualify**

- a) **If neither the incumbent nor any challenger is qualified for the reclassified position, a period of up to one year shall be allowed for the most senior employee otherwise eligible for the appointment, in order to obtain the qualifications required.**
- b) **Extensions beyond one year may be granted by the Executive Director under extenuating circumstances. In all cases of extension, the Union shall be notified.**
- c) **In the event the incumbent is displaced by this process, the incumbent may exercise their right to bump or by mutual**

**agreement, a similar position, and the reclassified position shall become vacant and will be posted and filled.**

20.8 **Disputes**

**If an employee or the Union is dissatisfied with the final determination resulting from a request for review of classification, the grievance process may be accessed.**

**ARTICLE 21 EMPLOYEE BENEFITS**

21.1 **Workers' Compensation Pay Supplement**

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of *The Workers' Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary for up to 105 days, at which time the salary continuance insurance shall apply. If their application to the Workers' Compensation Board is rejected they will be granted sick leave or leave without pay.

21.2 **Personal Property Loss**

- a) Employee's personal property loss or damage by action of a client shall be replaced or repaired at the expense of the Employer if the Employee was not negligent in the performance of **their** duties.
- b) The Association will reimburse expenses **or cost of insurance deductible up to the amount of \$700** incurred by employees to repair damage caused to their vehicle when damage was incurred while using their vehicle for Association business. Expenses will not be reimbursed if the damage is covered by insurance **or if it is found that the Employee did not exercise due care and attention and/or was negligent by law; regarding the cause of the damage.**

21.3 **Pension Plan**

Participation in the Association non-contributory pension plan is compulsory for all employees. An employee becomes eligible to join the plan after completing one (1) year of continuous service.

The Association **shall** contribute **7.3%** (inclusive of .3% administration fee) of an employee's salary into the defined contribution pension plan. **The employer shall inform the Employee of their ability to make contributions to their pension plan.**

Contributions to the **Mental Health Association, Regina Branch Inc.** Pension Plan shall be deducted and submitted on a monthly basis to those plans

21.4 **SGEU Long Term Disability Plan**

All employees under this Agreement are covered by the terms and conditions of the SGEU **Long Term Disability** (LTD) Plan. Premiums are 100% employee paid.

21.5 **SGEU Group Life and Accidental Death and Dismemberment Plan**

All employees under this Agreement are covered by the terms and conditions of the SGEU Group Life and **Accidental Death and Dismemberment** (A.D.D.) Plans. The premium is paid in full by the Association.

21.6 **SGEU Extended Health and Vision Care Plan**

All employees under this Agreement are covered by the terms and conditions of the SGEU Extended Health and Vision Care Plan. Premiums are paid 100% by the Association.

21.7 **SGEU Dental Plan**

All employees under this Agreement are covered by the terms and conditions of the SGEU **Health and Welfare Trust, Extended Health and Dental Plan**. Premiums are paid **75 %** by the **Employer 25%** by the Employee

21.8 **Employee and Family Assistance Plan**

The Employer agrees to offer an employee and Family Assistance Program (EFAP) to its employees and members of their immediate families, to enable employees to receive confidential counselling, treatment or other assistance for personal problems.

**Permanent full-time employees are eligible for EFAP after they have completed three (3) months consecutive employment. For less than full time the eligibility period shall be prorated.**

21.9 **Legal Costs**

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



21.10

### **Payment of Professional Fees**

- a) **The Employer shall pay the professional fees of all employees who are required by the Employer to be a member of a professional association. Payment of professional fees shall only be paid for employees who maintain their membership in good standing, and who continue to meet the professional association's education and professional development requirements.**
- b) **The Employer shall pay the monies associated with the professional/education requirements for the professional association. The employer shall pay the employee for registration and travel expenses. Participation in the required training as well as travel time shall be considered regular hours of work.**
- c) **For partial years, reimbursement shall be prorated on the basis of time worked provided however that no payment will be made for partial years when the amount yielded is less than \$25.00.**

## **ARTICLE 22 TRAVEL AND ALLOWANCES**

### **22.1 Use of Employee Vehicle**

As a condition of employment, the Employer does not require anyone to own an automobile. When transportation is authorized, the **E**mployee may, with the approval of the **Executive** Director, elect to use **their** own automobile at the approved mileage rate. If an employee does not elect to use **their** own automobile, the Employer will, when necessary provide alternative transportation appropriate to the occasion.

22.2 The Employer and the Union agree to use as a minimum, the rates of travel and allowances as per the Public Service Commission/Saskatchewan Government and General Employees' Union Agreement. The Union will provide notice of these changes within one (1) month of the changes to the rates.

22.3 The Association will reimburse employees for the annual cost of additional liability insurance on their personal vehicles required when using their vehicle for Association business.

## **ARTICLE 23 SAFETY AND HEALTH**

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

23.2

### **Meetings**

A Joint Employer-Employee Occupational Health and Safety Committee shall be established. The committee shall consist of not less than two (2) members and not more than four (4) members. At least one-half (1/2) of the committee members shall be employees elected or appointed by the Union members and the committee shall have Employer and Employee Chairpersons, as appointed by their respective parties.

23.3

### **No Discipline**

No Employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. The Committee shall promptly investigate each refusal and, if it is able to make a decision on whether such refusal was warranted. If such action was warranted, the Committee will notify the Employer of any unsafe condition(s), and the Employer will undertake suitable corrective measures, and report in writing to the Committee of action **the** Employer has taken. If such action was not warranted, the Committee will meet with the employees affected, and report to them the reasons for its decision.

23.4

### **First Aid**

Adequate first aid supplies shall be made available in all Employer work sites. The Employer shall make provision of facilities and training for first aid, taking into account the nature of the work performed by employees and the proximity of medical assistance. The Employer will provide and properly maintain a medical aid log book at each first aid station.

23.5

### **Health and Safety Orientation and Instruction**

The Employer agrees to acquaint all employees in the hazards of the work place and its equipment and work processes, and to train all employees in proper and safe work practices, during work hours.

23.6

### **Protective Clothing and Equipment**

Any necessary clothing and personal protective equipment will be provided by the Employer at the Employer's expense.

23.7

### **Working Alone**

The Employer shall use, at intervals that are reasonably practicable under the circumstances, a method of checking on the well-being of a worker who is working alone under conditions that may give rise to danger to the worker.

## 23.8 **Occupational Health Committees**

The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet not less than quarterly. If the Committee determines that less frequent meetings are required, they will apply for this as per regulations. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns.

23.9 Quorum at each committee meeting will be satisfied if at least half (1/2) of its members are present, and if at least half (1/2) of those members present are worker representatives and at least one (1) is an Employer representative.

The Employer will consider as hours worked, all reasonable time spent by committee members at committee meetings, conducting committee business, and reporting to employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.

## 23.10 **Committee Minutes**

Every committee meeting will be recorded in its official minutes, copies of which will be posted in **the** work place on a bulletin board with copies promptly forwarded to the Employer, the Union, and the **Ministry responsible for the Saskatchewan Employment Act**. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any **Employee** and the Union.

Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the Employer, the Union and the Occupational Health and Safety Branch.

## 23.11 **Workplace Inspections**

The committee shall conduct workplace inspections at intervals it deems advisable, and shall notify the Employer in writing of any unsafe conditions found. The Employer shall promptly undertake suitable corrective measures, and will report in writing to the Committee of the action he has taken.

## 23.12 **Committee Investigations**

**The** committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the Employer and the **Union** and the **Ministry responsible for the Saskatchewan Employment Act** if required or deemed advisable.

23.13 **Occupational Health Committee Training**

Subject to reasonable notice being given, all committee members of the **Occupational Health and Safety (OH&S)** Committee shall be entitled to up to five (5) days' leave with pay, per year, for purposes of attending Occupational Health and Safety training courses, seminars or courses of instruction. Only up to two (2) days of these days can be for courses not sponsored by the **Ministry**. Courses other than those sponsored by the **Ministry** shall be approved by the Executive Director.

23.14 **Provision of Information**

The Employer and the Union agree to exchange any and all information on occupational injuries and illnesses, as well as health and safety matters affecting employees. Confidential information will only be released upon written authorization of the **Employee**.

23.15 **Harassment Policy**

The parties agree to develop and implement a harassment policy of **Mental Health Association, Regina Branch Inc.**

**ARTICLE 24 TECHNOLOGICAL CHANGE**

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

24.2 **Introduction of Technological Change**

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

The notice shall be in writing and shall state:

- a) The nature of the technological change.
- b) The date upon which the Employer intends to effect the technological change.
- c) The number and type of employees likely to be affected by the technological change.

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

24.3 **Training**

In the event of technological change, the Employer may request an employee to upgrade or improve skills as required by the technological change.

**ARTICLE 25 JOINT UNION / MANAGEMENT COMMITTEE**

25.1 **Establishment of Joint Committee**

There shall be established a Joint Committee composed of members equal in number, represented by the Employer and the Union to meet at the request of either Party. The size of this Committee shall be two (2) Union representatives and two (2) senior Employer representatives. This committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

25.2 **Meetings of Committee**

The Joint Union/Management Committee shall meet at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee. The Parties shall exchange agenda issues/topics prior to the commencement of the meeting.

25.3 **Chairperson of Committee**

An Employer representative and a Union representative shall alternate in presiding over meetings.

25.4 **Responsibilities of Committee**

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

In the event of any substantial re-organization which results in redundancy, relocation or reclassification, the Committee shall meet in order for the Employer to consult with the Union.

The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters:

- reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- correcting conditions causing grievances and misunderstanding;
- reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs.

## **ARTICLE 26 TERM OF AGREEMENT**

### **26.1 Duration**

This Agreement shall be binding and remain in effect from April 1, **2011** to March 31, **2023**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing as set out in Article 26.3.

### **26.2 Changes in Agreement**

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

### **26.3 Wage Re-opener**

**The employer shall provide full disclosure to the Chair of the Bargaining Unit within thirty (30) days of any new or additional funds made available by the Saskatchewan Health Authority, Government of Saskatchewan or any other funding agent for wages and benefits.**

**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.**

### **26.4 Notice of Changes**

Either party may, not less than **sixty (60)** days nor more than **one hundred twenty (120)** days prior to the expiry date of this agreement, give notice in writing to the other party to renegotiate a revision thereof. **Upon receipt of notice the parties shall immediately engage in collective bargaining.**

### **26.5 Retroactivity**

All changes in the new agreement shall be adjusted retroactively, unless otherwise specified.

## APPENDIX 1 - LETTER OF UNDERSTANDING

The Union and the Employer agree that the funding currently provided to community-based, non-governmental organizations involved in the delivery of human services is not adequate and that funding policies require review.

The Parties further agree that it is in their mutual interest to bring about changes in funding policies that will provide for a more adequate and stable funding base for **Community Based Organizations**.

**Mental Health Association**, Regina Branch Inc. and SGEU agree to work together where:

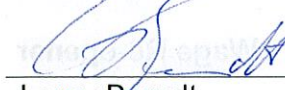
- a) The goals and objectives of the Union are consistent with those of **Mental Health Association, Regina Branch Inc.**; and
- b) The processes and practices utilized to achieve this end by the Union are acceptable to **Mental Health Association, Regina Branch Inc.**

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



Tracey Edwards  
Chair of the Bargaining Unit

Signed on behalf of:  
Mental Health Association,  
Regina Branch Inc.



Leroy Berndt  
Executive Director



Sue Beug



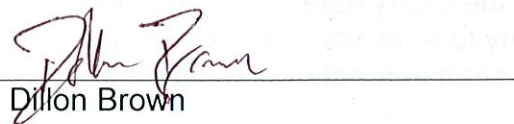
Kim Zazula



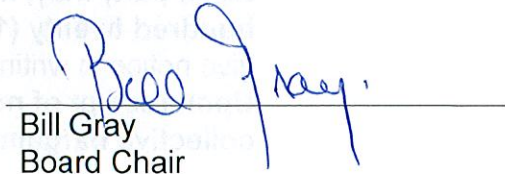
Melissa Kirby



Shannon Patton



Dillon Brown



Bill Gray  
Board Chair



Kathy Cook  
Labour Relations Officer

Signed this 5<sup>th</sup> day of February, 2019.

**APPENDIX 2 - LETTER OF UNDERSTANDING**

**Re: Parking for Employees – Cost Sharing**

**Mental Health Association, Regina Branch Inc.** confirms the following practice for the cost of parking. **Two (2)** parking stalls are rented from Impark in Regina. The cost of the **two (2)** rented stalls is shared equally amongst the current number of employees who park at the **Mental Health Association, Regina Branch Inc.** location.

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

  
Tracey Edwards  
Chair of the Bargaining Unit

  
Sue Beug

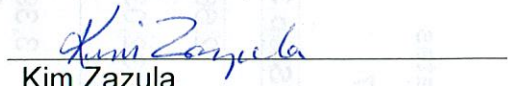
  
Melissa Kirby

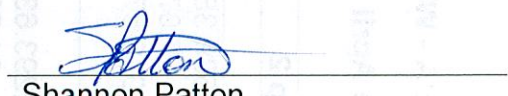
  
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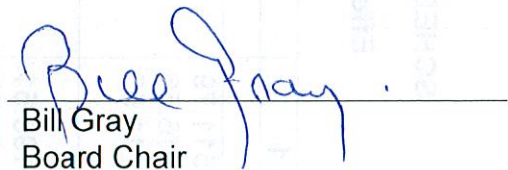
  
Kathy Cook  
Labour Relations Officer

Signed on behalf of:  
Mental Health Association,  
Regina Branch Inc.

  
Leroy Berndt  
Executive Director

  
Kim Zazula

  
Shannon Patton

  
Bill Gray  
Board Chair

Signed this 5<sup>th</sup> day of February, 2019.



**SCHEDULE A - Wage Rates**

**Effective April 1, 2017**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Program Assistant</b>					
<b>Monthly</b>	2,511.79	2589.38	2,669.78	2,751.84	2,837.25
<b>Hourly</b>	16.56	17.07	17.61	18.14	18.71
<b>Annual</b>	30,141.55	31,072.57	32,037.34	33,022.15	34,047.09
<b>Mental Health Worker I</b>					
<b>Monthly</b>	3,195.51	3,293.63	3,395.13	3,501.69	3,609.96
<b>Hourly</b>	21.07	21.72	22.38	23.09	23.80
<b>Annual</b>	38,346.07	39,523.50	40,741.49	42,020.35	43,319.55
<b>Mental Health Worker II</b>					
<b>Monthly</b>	3,623.49	3,735.14	3,850.17	3,970.28	4,092.08
<b>Hourly</b>	23.89	24.63	25.39	26.18	26.98
<b>Annual</b>	43,481.88	44,821.76	46,202.06	47,643.38	49,105.03
<b>Mental Health Worker III</b>					
<b>Monthly</b>	4,112.34	4,240.04	4,370.03	4,506.71	4645.04
<b>Hourly</b>	27.12	27.95	28.81	29.71	30.61
<b>Annual</b>	49,348.13	50,880.45	52,440.46	54,080.52	55,740.29

**SIGNING PAGE**

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and MENTAL HEALTH ASSOCIATION REGINA BRANCH 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 5 day of February, 2019.

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



Tracey Edwards  
Chair of the Bargaining Unit

Signed on behalf of:  
Mental Health Association,  
Regina Branch Inc.



Leroy Berndt  
Executive Director



Sue Beug



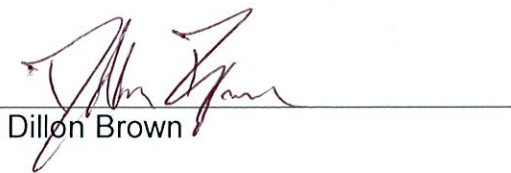
Kim Zazula



Melissa Kirby



Shannon Patton



Dillon Brown



Bill Gray  
Board Chair



Kathy Cook  
Labour Relations Officer

Signed this 5<sup>th</sup> day of February, 2019.