

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**KARIS DISABILITY SERVICES**

**AND**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL**

**EMPLOYEES UNION**

**LOCAL 5525**

**April 1, 2023 to March 31, 2026**

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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2024

between

**KARIS DISABILITY SERVICES**  
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 support the principle of a collective working atmosphere.
- b)     To maintain and improve harmonious relations between the Employer and members of the union.
- c)     To promote co-operation and understanding between the Employer and the employees.
- d)     To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, hours of work, and wages.
- e)     To encourage efficiency and safety in operations.
- f)     To promote the morale, well-being and security of all the employees in the bargaining unit of the union.
- g)     To promote the welfare and goals of Karis Disability Services and its employees.
- h)     To ensure the ability of the organization to remain viable and sustainable, in the long term and in the best interest of the clients.

**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      DEFINITIONS**

- 2.1            Business day means any day other than Saturday, Sunday or a Designated Holiday listed in Article 13 of this agreement.**
- 2.2            Calendar Week means a seven-day period beginning on Sunday 12:00 am and ending the following Sunday at 11:59:59 p.m.**
- 2.3            Casual Employee means an employee who is called in or scheduled in as required and works on an hourly basis with no guarantee of hours.**
- 2.4            Classification means full-time, part-time or casual status as those terms are defined in Article 2 of this agreement.**
- 2.5            Day means a 24-hour period commencing at 12:00 am and ending at 11:59:59 p.m.**
- 2.6            Demotion is defined as the movement of an employee from a position in one class to a position in another class with a salary rate of a lower maximum.**
- 2.7            Employee means a person to which the terms of this Agreement apply as indicated in Article 3.**
- 2.8            Employer means Karis Disability Services.**
- 2.9            Executive Director means the Executive Director of Karis Disability Services in Saskatchewan.**
- 2.10          Fiscal Year is defined as April 1 to March 31.**
- 2.11          Gender includes the use of the pronouns they, them and their used throughout this Agreement and shall represent all genders singular and plural.**
- 2.12          Grievance is any difference, disagreement or dispute between the Employer and the employee(s) or the Union concerning the interpretation, application, administration or alleged violation of this Agreement the *Saskatchewan Employment Act* or Karis Disability Services policy.**
- 2.13          Extended Benefits Plan means the benefits plans available to employees upon eligibility including successful completion of probation and subject to the terms outlined in the plans and Article 22.2 of this agreement. Access to and membership in benefits plan shall be subject to the availability of government funding to cover the costs of premiums for such plans.**



- 2.14** LRO means the Labour Relations Officer assigned by the Union to represent and support employees.
- 2.15** Permanent Employee means an employee who has successfully completed a probationary period excluding temporary employees as defined in 2.20.
- 2.16** Full-Time Employee means an employee who has been permanently appointed to a full-time position and regularly works 30 hours or more per week.
- 2.17** Part-Time Employee means an employee who has been permanently appointed to a part-time position and who regularly works at least 15 and less than 30 hours a week.
- 2.18** Promotion means the movement of an employee from a position in one pay band to a position in another pay band with a higher maximum salary.
- 2.19** Transfer means the movement of an employee from one position to another in the same or different class pay band with a salary range having the same maximum.
- 2.20** Temporary Employee means an employee who has been hired into a full-time or part-time position for a specified period of time. All temporary positions shall have a specific start and end date and shall not exceed eighteen (18) months. Extensions to their period may be agreed by mutual agreement of the parties to this agreement.
- 2.21** Union means the Saskatchewan Government and General Employees' Union representing the employees of Karis Disability Services.
- 2.22** Wages means the scale as contained in Appendix "A" and the rules governing its application as contained in Article 19.

**ARTICLE 3** **SCOPE**

The terms of this Agreement shall apply to all staff working as Direct Support Professionals and Program Coordinators employed by Karis Disability Services in Moose Jaw.

**ARTICLE 4** **MANAGEMENT RIGHTS**

The Union acknowledges that it is the right of the Employer to manage the operation and workforce in all respects unless specifically limited by the terms of this agreement, in a manner that is fair, reasonable, and consistent with the terms of this agreement.

**ARTICLE 5      SECURITY**

**5.1              Recognition**

**5.1.1            The Employer recognizes the Saskatchewan Government and General Employees' Union as the sole and exclusive Collective Bargaining Agent for all its employees as defined in Article 3.**

**5.1.2            The Employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the Employer aiming toward a peaceful and amicable settlement of any differences that may arise between them.**

**5.1.3            No employee or group of employees shall undertake to represent the Union at meetings with the employer's representative without the proper authorization of the Union. The Union will supply the employer's representative with the name of its officers and authorized representatives and will update that list annually. The employer's representative shall supply the Union with a list of personnel with whom the Union may be required to transact business.**

**5.1.4            No individual employee shall be permitted or required to make a written or verbal agreement with the Employer or employer representative which may conflict with the terms of the Agreement except as required by funding contracts, regulations, and laws.**

**5.2              Work of the Bargaining Unit**

**The Employer and the Union agree that summer students, practicum students, work placement students, or other recipients of employment assistance grants will not be required to obtain membership in the Union. They will not displace or replace any employee.**

**5.3              No Contracting Out**

**5.3.1            The Employer agrees that there will be no contracting out of work unless an emergency situation occurs where there is a lack of skill in the bargaining unit or shortage of available employees to perform the work. The Employer will not contract out bargaining unit work where such contracting out results in a lay-off. This will be in consultation with the LRO.**

**5.3.2            The Union recognizes also that the Employer shall have the right to create new cost recovery initiatives that have the option to hire independent contractors to advance its emergency, service continuity and sustainability plans.**

**5.4 Refusal to Cross Picket Lines**

All employees have the right to refuse to cross a picket line arising out of a labour dispute except where required for the health and well-being of a service user. Refusal to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

**5.5 Public Representation of Employer**

The Union agrees that no employee to whom this Agreement applies is permitted to speak on behalf of the Employer except where authorized by the employer.

**5.6 No Reprisals from Work Stoppages**

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

**5.7 Union Membership**

**5.7.1** 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.

**5.7.2** Every new employee shall, within thirty 30 days after the commencement of the employee's employment, apply for and maintain membership in the Union as a condition of the employee's employment.

**5.7.3** Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union except where an exemption is granted by the Saskatchewan Labour Relations Board.

**5.8 Union Dues**

**5.8.1** The Employer shall deduct, on behalf of the Union, from the employee's pay all initiation fees, dues, assessments and levies. The Employer shall calculate the deduction at the conclusion of each pay period and remit the deductions to the Union on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which such deduction is made.

**5.8.2** The Employer shall provide with the dues submission a list of names, addresses and classifications of those who have incurred the deductions.

**5.8.3** The Employer shall inform the Union of any new hires, resignations, or retirements which occurred during each month on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the new hires, resignations, or retirements occur. The notification shall state the date on which the change occurred.

**5.8.4** The Employer shall provide the information electronically.

**5.9** **Monthly Statement**

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

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

The Employer shall include on the Income Tax (T-4) the amount of union dues paid by each Union member.

**5.11** **New Employees**

**5.11.1** The Employer shall inform new employees of the fact that a Collective Bargaining Agreement is in effect, the conditions of employment including those set out in the article dealing with Union Security and Union Dues, and the requirement to complete the Union Membership Registration Form.

**5.11.2** Within thirty (30) days of being notified, the Employer shall give one (1) hour during working hours to a representative of the Union to acquaint new members with the rights, benefits and duties of union membership.

**5.11.3** The Employer shall provide copies of the Collective Bargaining Agreement to all new employees in advance of their Union orientation.

**5.12** **Union Communications**

**5.12.1** The Employer shall make available to the Union a bulletin board so that the employees have access to it, upon which the Union shall have the right to post notices and information, which shall be of interest to the employees. Information may also be distributed through the employer's email system.

**5.12.2** The Union agrees not to distribute any information that may be defamatory to the employer. The Employer reserves the right to request the removal of posted materials if considered damaging to the Employer and the Union agrees to comply with the request.

**5.13** **Temporary Out-of-Scope Appointments**

**5.13.1** The Employer shall not appoint any employee to an out-of-scope position without their consent, except in case of emergency.

**5.13.2** An employee temporarily filling an out-of-scope position is entitled to retain but not accrue seniority in their home position. They shall continue to pay union dues and are entitled to all benefits and rights afforded by this agreement.

**5.13.3** In the event that the employee moves into a permanent out of scope position, they will no longer pay union dues or be entitled to benefits or rights afforded for this agreement.

**ARTICLE 6** **LABOUR/MANAGEMENT RELATIONS**

**6.1** **Employer Shall Notify Union**

**6.1.1** The Employer agrees that any Employer policy or procedure changes which relate to conditions of employment, and which affect employees within this bargaining unit shall be communicated to the Union as far in advance as possible before they are implemented. This article does not apply in cases of hiring, firing or disciplinary matters.

**6.1.2** The LRO shall have the right to contact employees at work on matters respecting this Agreement or its administration without loss of pay to the employees. The LRO agrees to give reasonable advance notice to the Employer to ensure that such contact does not interfere with the duties of the employees.

**6.1.3** The Employer recognizes that it is the right of all employees to participate fully in all matters and affairs of the union. The Employer shall encourage the participation and therefore agrees, subject to operational needs, that:

- a) Employees shall be granted leave of absence with pay to attend all decision-making conventions and conferences of SGEU to which they are delegates;
- b) employees elected as stewards shall be granted leave of absence with pay to attend Union education courses;

- c) employees elected to office within the SGEU or to any of the unions to which SGEU is affiliated shall be granted leave of absence with pay to attend to those duties;
- d) all employees shall receive leave of absence with pay and without loss of benefits for all other time required to participate in the union;
- e) employees shall continue to accumulate seniority and all benefits while on union related leave of absence;
- f) if the Employer denies union leave based on operational need, it will provide the rationale for such denial.

**6.1.4** The Union shall reimburse the Employer for all wages and benefits paid by the Employer during any of the leaves mentioned in this article.

**6.1.5** The Union will provide two (2) weeks' notice where possible when employees will attend to Union business.

## **6.2 Labour Management Committee**

**6.2.1** The parties agree to establish a Labour Management Committee, which will provide a forum to discuss workplace issues of mutual concern and interest that arise during the term of the Collective Agreement that would not be the subject of a grievance and are not matters to be discussed during negotiations of amendments to or renewals of the Collective Agreement.

**6.2.2** The objectives of the Labour Management Committee are to:

- a) encourage consultation, discussion and the exchange of information between the Employer and the Union;
- b) foster effective two-way communication and mutual understanding;
- c) identify, discuss and address (where possible) concerns of employees and/or management; and
- d) identify situations in which collaboration may lead to mutually acceptable solutions to workplace issues that arise.

**6.2.3** The Labour Management Committee shall:

- a) be composed of not more than four (4) representatives from the Union and four (4) representatives of the Employer;

- b) meet quarterly, or more often as required to address more pressing issues that arise and that cannot be deferred to the next regularly scheduled meeting;**
- c) meet for a maximum of two (2) hours per meeting, unless the parties mutually agree in advance to increase the duration of the meeting;**
- d) be co-chaired by one Union representative and one Employer representative.**

**6.2.4 The Labour Management Committee Co-Chairs shall be jointly responsible for:**

- a) receiving agenda items from the committee members up to five (5) business days in advance of each meeting;**
- b) preparing and distributing the agenda at least two (2) business days in advance of each meeting;**
- c) ensuring meetings progress smoothly, professionally and on time;**
- d) appointing, on a rotating basis, a secretary to take minutes at each meeting; and**
- e) reviewing, signing and distributing minutes of each meeting to committee members, and ensuring copies of the minutes are posted at each work location within five (5) business days after each meeting.**

**6.2.5 The Employer and the Union agree that:**

- a) by mutual agreement of the Employer and the Union at least two (2) business days in advance of the meeting, the Labour Relations Committee may invite other persons to attend meetings to provide information related to an agenda item;**
- b) committee meetings shall be scheduled, to the greatest extent possible, when committee members are on shift;**
- c) committee members shall be paid a maximum of two (2) hours to attend the meetings, unless the duration of the meeting is extended by mutual agreement in advance;**
- d) the Labour Management Committee will have the authority to make recommendations to the Union or the Employer to address issues raised in the meetings, provided that neither the Union nor the Employer shall be obligated to accept or implement such recommendations.**

**ARTICLE 7      SENIORITY**

**7.1              Definition**

**7.1.1            Seniority is defined as the length of continuous service with the employer, which shall be calculated from the employee's most recent date of hire and shall include service with the Employer prior to the certification order being granted.**

**7.1.2            For permanent full-time and permanent part-time employees, seniority shall be calculated in months and years of service from the most recent date of hire.**

**7.1.3            For casual employees, seniority shall be calculated based on hours worked such that a casual employee who works more hours shall have higher seniority than a casual employee who works fewer hours.**

**7.1.4            Seniority is subject to the successful completion of an initial probationary period. Thus, after completion of the probationary period, seniority shall be effective from the date of hire.**

**7.1.5            For employees moving from permanent full-time or part-time positions to casual positions, seniority will be calculated based on hours worked since the most recent date of hire into the permanent full-time or permanent part-time position.**

**For employees moving from casual positions to permanent full-time or permanent part-time positions, every two thousand and eighty (2080) hours worked shall be credited as one year of service or the pro-rated equivalent.**

**7.2              Seniority List**

**7.2.1            The Employer shall establish a seniority list of all employees showing the most recent date of hire and number of hours worked.**

**7.2.2            The list shall be updated and sent to the Union every three (3) months and remain posted on the bulletin board or virtual platform.**

**7.3              Leave of Absence**

**All employees shall continue to accumulate seniority on authorized leave of absence unless otherwise specified.**

**7.4              Maintenance and Accrual**

**Seniority shall be maintained and accrue during:**

- a)      all periods of paid leave;**



- b) leave of absence without pay for periods not exceeding six (6) months;
- c) maternity leave;
- d) adoption leave;
- e) paternity leave;
- f) lay-off up to and including three months;
- g) prolonged or unpaid medical leave up to two (2) years;
- h) workers compensation leave up to two (2) years;
- i) compassionate leave.

## 7.5

### Maintenance of Seniority

Seniority shall be maintained, but shall not accrue, during:

- a) periods of unpaid leaves of absence over six (6) months;
- b) temporary assignment to an out-of-scope position;
- c) the first six (6) months of a permanent appointment to an out-of-scope position;
- d) lay-off over three (3) months to a maximum of fourteen (14) months.

If a temporary assignment to an out-of-scope position lasts more than twelve (12) months and is expected to last up to eighteen (18) months, the Employer shall send a written notice to the employee and the Union before the beginning of the thirteenth (13<sup>th</sup>) month of the temporary assignment to the out-of-scope position that the employee's seniority will be forfeited under Article 7.6 if the temporary assignment is extended beyond eighteen (18) months.

## 7.6

### Loss of Seniority

An employee shall lose seniority in the event the employee:

- a) is dismissed for just cause, and not reinstated;
- b) is laid-off for more than fourteen (14) consecutive months;
- c) voluntarily terminates their employment;
- d) fails to comply with the re-employment provisions within seven (7) calendar days of the Employer issuing notice of re-

employment by registered mail under Article 10.10.3 or fails to return to work within three (3) calendar days of the date specified in the re-employment notice where the employee has signalled their intention to accept the re-employment;

- e) is absent without communicating or without justification for more than three (3) consecutive shifts for which the employee is scheduled to work;
- f) is appointed to and remains in a temporary assignment to an out-of-scope position for more than eighteen (18) months or applies for and is appointed to a permanent out-of-scope position for more than six (6) months;
- g) is absent from work for more than twenty-four (24) consecutive months while on an approved medical leave of absence and there is no reasonable likelihood the employee will return to work in the foreseeable future.

## **ARTICLE 8      SCHEDULING AND HOURS OF WORK**

### **8.1              Scheduling Principles**

- a) Work schedules must be designed in a way that best meets the support needs of the people using services at each location.
- b) The Employer reserves the right to assign shifts to employees where needed to ensure minimum health and safety of co-workers and service users are met. In emergency or unusual situations, the Employer may assign shifts to ensure support needs are being met.
- c) Ensuring shifts are covered in a transparent manner is a joint responsibility between the Employer and employees. To that end:
  - i) employees' work schedules, including staff meetings, shall be posted in the workplace or available online at least two (2) weeks in advance;
  - ii) additional shifts will be offered based on seniority and then by rotation;
  - iii) where a shift cannot be covered through seniority-based offering, the Employer may assign the shift based on reverse seniority;
  - iv) no changes to full-time and part-time schedules may be made without a minimum seven (7) days' notice

except in unusual or emergency situations and in consultation with the Union.

- d) The parties recognize that flexibility in scheduling is needed to meet changing support needs. To that end:
  - i) schedules will be modified and updated by the Employer in collaboration with employees as service user needs and funding change;
  - ii) open shifts may be modified in accordance with operational needs before being offered;
  - iii) casual employees and those who work less than 40 hours per week may opt to be available to work at other locations than their primary location.

**8.2** Employees must have at least eight (8) hours between shifts.

**8.3** Based upon the needs and budget of the work location, each team shall designate time required for the co-ordination of administrative duties and the completion of paperwork.

**8.4** A scheduling committee consisting of equal numbers of management/employer and union/employee representatives shall meet at least once annually to review schedules and determine if any changes or updates are needed. The Employer will consider all changes recommended by the scheduling committee in good faith, however, the Employer retains the right to decline any recommended change that would, in the employer's opinion, adversely affect supports and services provided to service users or result in increased staffing and operating expenses. The employer will provide rationale in writing as to why the recommended changes were denied and where possible bring options for a solution that would not affect the operating expenses or increase staffing.

**8.5** Program Coordinator (PC)

- a) The hours of work for Program Coordinator shall consist of between one thousand four hundred and forty (1440) and two thousand and eighty (2080) hours per year.
- b) The PC shall be scheduled to work between sixty (60) and eighty (80) hours in a two (2) week pay period.
- c) Shifts will be scheduled between the hours of 7:00 am and 11:00 pm.

**8.6**

**Casual Employees**

- a) **Casual employees shall be given a minimum of forty-eight (48) hours' advance notice of any changes to their work schedules.**
- b) **When offered, casual employees shall work a regular shift (not training or team meetings) every thirty (30) days.**
- c) **A casual employee who is given less than forty-eight (48) hours' notice shall suffer no loss of wages and/or benefits as a result of an Employer initiated change to the schedule.**
- d) **Casual employees shall be expected to complete three (3) orientation shifts before they are able to accept shifts.**

**8.7**

**Staff Meetings**

- a) **Staff meetings shall be included in the hours of work. The meeting shall not be scheduled to be longer than three (3) hours unless two (2) weeks' notice has been given. Staff meetings will be held at a regularly scheduled time.**
- b) **Full-Time employees working night shifts may be required to attend staff meetings. Managers will provide two (2) weeks' notice when night shift staff are required at staff meetings.**
- c) **Full-Time employees, not on shift, who are required to attend a staff meeting shall be paid a minimum call back of three (3) hours. Should these hours cause the employee to be in a position of overtime, overtime shall be granted, and the employee shall be paid overtime rates for hours actually worked.**
- d) **Casual employees shall be paid for the staff meetings when they are required to attend. All casual employees who work a minimum forty (40) hours a month do not require a request to attend staff meetings.**
- e) **All part-time and full-time employees excluding night staff are required to attend all staff meetings.**

**8.8**

**Casual List**

- a) **The Employer shall create and maintain a list of casual employees.**
- b) **The employee is responsible for providing accurate contact information to the employer.**

- c) **Whenever possible, the employee shall advise the Employer in advance when they are not available. The employee shall provide their availability the fifteenth (15<sup>th</sup>) of each month for the following month.**

## **8.9**

### **Call-in Process**

**For the purposes of this call-in process the Employer may contact employees by text, telephone, or scheduling app.**

- a) **Notice of More Than 72 Hours Before the Shift**
  - i) **When there is more than seventy-two (72) hours before the shift to be filled, the Employer shall contact the most senior full-time or part-time employee who would not incur overtime so they may maximize their hours.**
  - ii) **If there is no full-time or part-time employee to fill the shift, the Employer shall contact the most senior casual employee, then by rotation thereafter.**
  - iii) **If the most senior employee on the relevant call-in list does not respond within four (4) hours, the next most senior employee on the list shall be contacted.**
  - iv) **If there is no employee available, the Employer shall contact the most senior employees for overtime in accordance with Article 11 (Overtime).**
- b) **Notice of Less Than 72 Hours Before the Shift**
  - i) **When there is less than seventy-two (72) hours before the shift to be filled, the Employer shall contact the most senior employee on the list who would not incur overtime.**
  - ii) **The contact shall be made to all phone numbers provided by the employee.**
  - iii) **If there is no immediate personal contact, the next most senior employee on the list, who would not incur overtime, shall be contacted.**
  - iv) **If there is no employee on the lists available to fill the shift, the Employer will offer overtime in accordance to Article 11.**
- c) **If no coverage is found after following the above processes the shift may be assigned in accordance with Article 8.1.**

**8.10**

**Errors in Bookings**

- a) When a call-in error has occurred, the employee must identify the error to management immediately upon discovery of the error up to one (1) month following the error in call-in.
- b) If an error is made the Employer shall offer the employee one of the first three available shifts of equal or greater hours.

**ARTICLE 9**

**STAFFING**

**9.1**

**Filling Positions by Competition**

All vacancies over six (6) weeks, which the Employer intends to fill, and new positions covered in the scope of this Agreement shall be posted for competition on the Employer's website for a minimum of seven (7) calendar days.

Temporary vacancies of less than three (3) weeks may be backfilled. Temporary vacancies of three (3) weeks to six (6) weeks may be filled by seeking an expression of interest from bargaining unit members. An email will be sent to all bargaining unit members containing the information set out in Article 9.3. Employees who are interested in the temporary assignment must notify the Employer of their interest within five (5) calendar days. The temporary assignment will be awarded to the person with most seniority.

**9.2**

**Job Competitions**

- a) The Employer shall send a notice of job competitions to all stewards allowing a minimum of seven (7) calendar days for applications to be submitted. The stewards will post the notice on the union bulletin board and send it out to bargaining unit members via email.
- b) Jobs may be externally posted simultaneously with Union members having first priority.

**9.3**

**Information of Posting**

The Employer shall include the following information in the posting:

- name of position;
- a description of the knowledge, skills, experience and abilities;

- qualifications required;
- classification of position;
- salary and range;
- hours of work;
- work location;
- expected start date;
- deadline date for application and other pertinent information.
- and any other pertinent information.

**9.4 Notification of Successful Applicant**

- a) Following the closing date for the receipt of applications, the Employer shall notify the Union and any applicants within the bargaining unit of the appointment of the successful applicant.
- b) The Employer shall notify the Union of the applicants and their seniority.
- c) The applicant who is qualified and has the most seniority shall be promoted or appointed. Qualifications shall include knowledge, skills, experience, and abilities.
- d) The successful applicant will be appointed within thirty (30) days after the closing date of the competition.

**9.5 Probationary Periods**

- a) Newly hired Full-Time employees shall serve a probationary period of three (3) months from the date of hire.
- b) Newly hired part-time and casual employees shall serve a probationary period of four hundred eighty (480) hours from the date of hire.
- c) Employees shall be informed in writing of their successful completion of the probation.
- d) The Employer may extend the initial probationary period up to an additional one hundred and fifty (150) hours upon written notice to the employee and the Union. The extension must be agreed upon by the Employer and the Union.
- e) Employees will not be scheduled to work night shifts alone until they have a fully completed, successful Probationary Review and have worked one hundred (100) hours with the employer. In addition, employees must have completed Crisis Management, Emergency First Aid/CPR Training and have completed required training on the Abuse Prevention and Response policy and the Restrictive Procedures policy

prior to being scheduled to work night shifts alone. All managers will endeavour to adhere to this practice. When an exception must be made, the Program Manager/Team Leader, in consultation with the Area Manager, will make plans to reduce vulnerability and inform the Executive Director.

- f) An employee who transfers to another Direct Support Professional role within the bargaining unit will not be required to complete an additional probationary period in the new role. Should the employee wish to return to their former position, they shall notify the Employer within four (4) weeks of beginning the new role and they shall be returned to their former position and rate of pay-as soon as operationally possible. The employee, Union and Employer recognize that this may mean a posting under Article 9 may be withdrawn and applicants notified the posted position is no longer available or that a successful candidate has their new position rescinded and returned to their former position. An employee may exercise the option to return to their former position up to twice per year.
- g) An employee who transfers from a Direct Support Professional role to a Program Coordinator role will be subject to a two (2) month probationary period. Should the employee's performance fail to meet the requirements of the Program Coordinator position, or if the employee so chooses, they shall be returned to their former Direct Support Professional position and the current rate of pay for that position.

**ARTICLE 10      LAY-OFF AND RECALL**

**10.1              Definition of a Lay-Off**

Lay-Off shall be defined as:

- (i) the abolition of a position;
- (ii) a permanent reduction of twenty-five percent (25%) or more in an employee's regularly scheduled hours of work, where such reduction results in a change in classification from full-time to part-time or part-time to casual.

**10.2              The following are excluded from the provisions of this Article and so do not constitute lay-off:**

- a) programming breaks of not more than two (2) months in each fiscal year,



- b) a less than twenty-five percent (25%) reduction of scheduled hours of work,
- c) the termination of fixed-term and temporary appointments,
- d) the expiration of project-based funding,
- e) if the employee quits or resigns.

**10.3** Casual employees are not covered by this Article.

**10.4** Lay-Off in Reverse Order of Seniority

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of lay-off, employees shall be laid off within the service location in reverse order of seniority.

**10.5** Employer to Inform Union

The Employer shall inform the Union of possible lay-offs as far in advance as possible.

**10.6** Notice of Lay-Off

Notice of lay-off or pay in lieu of notice where no work is available shall be given to full-time and part-time employees who have successfully completed their initial probation as follows:

- a) One (1) week written notice, if the period of employment is more than thirteen (13) weeks but less than one (1) year.
- b) Two (2) weeks' written notice, if the period of employment is more than one (1) year but up to three (3) years.
- c) Four (4) weeks' written notice, if the period of employment more than three (3) years but less than five (5) years.
- d) Six (6) weeks' written notice, if the period of employment more than five (5) years but less than ten (10) years.
- e) Eight (8) weeks' written notice of the period of employment is more than (10) years.

**10.7** Employment Options at Time of Lay-Off

**10.7.1** The Employer will endeavour to minimize disruption of the workforce and continuity of care to the greatest extent possible. Whenever a lay-off becomes necessary, the Employer will review available work within the bargaining unit and, whenever possible, offer comparable work to the employee(s) affected by the lay-off.

The affected employee(s) shall notify the Employer in writing within seven (7) business days of receiving their lay-off notice whether they decide to:

- a) accept the offer of comparable work when such offer is made; or
- b) decline the offer of comparable work by accepting the lay-off and be placed on the re-employment list without the ability to bump another employee; or
- c) exercise their bumping rights where no comparable work is available or offered; or
- d) accept the lay-off and be placed on the re-employment list.

10.7.2 If no response is received within the seven (7) business day period, the employee shall be deemed to have declined the offer of comparable employment or option to bump, as the case may be, and shall be placed on the re-employment list.

10.7.3 An employee who has been laid off in accordance with Article 10.7.1 (c) may bump any employee with less seniority, providing the employee exercising the right has the necessary skills, knowledge, experience and abilities to perform the work of the employee with less seniority.

10.7.4 Should an employee bump another employee, their compensation will revert to the approved applicable wage band for the new position.

#### 10.8 Leave to Attend to Employment Matters

When an employee is to be laid off, they shall be allowed one (1) hour per week with pay, during their notice period to look for other work or to attend job interviews.

#### 10.9 Bumping Procedure

10.9.1 Upon receipt of notice of the employee's intention to bump, the Employer will, within five (5) business days, present the employee with an offer of a position to bump into.

10.9.2 Bumping offers shall be made by the Employer first within the employee's own classification and status, subject to seniority provided the employee possesses the required knowledge, skills, ability and experience for the position offered and the needs of the employer. Bumping is dependent upon operational requirements and consideration of specific skills. Where bumping is not possible

within that classification, the Employer shall make a determination of the required qualifications for other classifications.

- 10.9.3** In instances where a temporary and/or fixed-term position exists that represents a better option than the permanent options available, an employee may elect to move into the temporary or fixed-term position. In these instances, when the temporary or fixed-term position ultimately terminates, the employee shall be placed on the re-employment list.
- 10.9.4** An employee will have three (3) business days to consider the offer of a position. The three (3) day period shall be deemed to have commenced at 5:00 p.m. on the day the offer is formally made, or at the end of the employee's work period on the day the offer is made, whichever is later. If the employee accepts the position, the Employer will advise the employee of the commencement date in the new position and the lay-off notice will be deemed to have been rescinded.
- 10.9.5** If an employee does not accept an offer of a position in the bumping order, the employee will be deemed to have declined the option to bump and shall be placed on the re-employment list.
- 10.10** Recall Procedure
- 10.10.1** An employee will be placed on a re-employment list according to seniority for fourteen (14) calendar months. If the employee is not re-employed after fourteen (14) months, they shall be considered terminated and will lose all seniority.
- 10.10.2** Employees shall be recalled in the order of seniority in their former classification, or any classification for which their qualifications are sufficient to perform the required duties.
- 10.10.3** Subject to Article 7.6(d) employees who have been laid off may refuse a maximum of two (2) recalls, without having their name removed from the re-employment list. Employees must respond within seven (7) business days to a recall notice sent to the employee's personal email. The Employer will require the employee's personal email address for this purpose. An employee who does not respond shall be deemed to have refused the offer.
- 10.10.4** Employees shall notify the Employer of any change in email address during the lay-off period.
- 10.10.5** Employees who choose to take employment offered to them, which would constitute demotion or temporary employment shall retain their right to re-employment to positions equivalent to those from which they were laid off for a period of fourteen (14) calendar months from the initial date of layoff.

10.10.6 All employees on the re-employment list will be emailed a copy of all job postings. A laid off employee who successfully applies for and is awarded a posted position shall have no further rights to recall.

10.11 Re-employment After Lay-Off

Where, after lay-off, an employee is employed in any position, they shall be paid the applicable wage rate for the new position.

ARTICLE 11 OVERTIME

11.1 Definition

For the purposes of determining overtime eligibility, a day shall be defined as the twenty-four (24) hour period commencing at midnight. All time worked in excess of:

- (a) eight (8) hours per day (or ten (10) hours per day where an employee's regular shift is ten (10) hours)); or
- (b) forty (40) regular hours in a calendar week (or thirty-two (32) hours in a calendar week with a public holiday)

shall be considered overtime. All overtime shall be voluntary except in emergency situations.

11.2 Compensation for Overtime

Overtime worked shall be paid at the rate of time and one-half.

11.3 Offering of Overtime

Overtime shall be offered on a rotational basis by seniority.

11.4 Voluntary Overtime

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

No employee shall work overtime unless approved by the Employer in writing, text, or email, except in emergency situations. The approval should be requested at the earliest possible opportunity.

11.5 Work-Life Harmony

The Employer and Union seek to create work-life harmony for employees that values their contribution at work and recognizes the benefits of rest from work duties. Taking appropriate time to

**disconnect from work without penalty is vital for the wellbeing of employees and is an essential part of maintaining work-life harmony.**

**Disconnecting from work is defined as “not engaging in work-related communications, including emails, telephone calls, video calls or sending or reviewing other messages”.**

**Work emails, telephone calls, and video calls should be scheduled and attended during working hours. Colleagues and supervisors should strive to resolve issues and concerns without disturbing employees during their time off. Supervisors will not reach out to employees during their time off unless it is urgent and necessary, or related to regular scheduling practices.**

**Employees will not face penalty for disconnecting from work (i.e. not answering their phone). However, it is important to note that a supervisor may reach out to resolve a concern, which if not promptly addressed, may develop into a situation warranting discipline. In such situations, an employee may avert discipline by effective communication with their manager outside of working hours.**

**All employees are encouraged to manage their assigned work within their established work hours, subject to ensuring that their responsibilities and the needs of people who use services are met. Apart from times when work is specifically required outside of employees’ regular working hours, employees who are off duty are encouraged to disconnect from work.**

**ARTICLE 12     DESIGNATED HOLIDAYS**

**12.1           Identified Days**

**For the purpose of this Agreement, designated holidays shall mean:**

- New Years’ Day**
- Family Day**
- Good Friday**
- Victoria Day**
- Canada Day**
- Saskatchewan Day**
- Labour Day**
- Thanksgiving**
- Remembrance Day**

**Christmas Day  
Boxing Day**

**and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments and funded by the province.**

**12.2 Working on a Holiday**

**An employee who is required to work on a holiday shall be paid time and one-half (1 ½) for all hours worked on the holiday in addition to public holiday pay. A Full-Time employee shall have the option to take an equivalent number of hours off without pay within the same week at a time mutually agreed upon by the Employer and the employee.**

**12.3 Not working on a Holiday**

**Should a designated public holiday fall on an employee's regular day of rest, they shall receive pay equivalent to 1/20th their pay for the preceding twenty-eight (28) days (excluding overtime pay) and the employee may request the equivalent number of hours off without pay in the same week as the holiday.**

**ARTICLE 13 VACATION**

**13.1 Definition**

**Vacation means annual vacation with pay.**

**13.2 Vacation Year**

**Vacation year means the twelve (12) month period January 1 to December 31.**

**13.3 Vacation Credits**

**13.3.1 Permanent full-time and part-time employees shall be credited with their vacation credits on each bi-weekly pay statement.**

**13.3.2 Full-time employees will be entitled to take earned vacation leave with pay on the following basis:**

- a) During the first (1<sup>st</sup>) through to the end of the fifth (5<sup>th</sup>) year of continuous employment, fifteen (15) days per year.**
- b) During the sixth (6<sup>th</sup>) through to the end of the fifteenth (15<sup>th</sup>) year of continuous employment, twenty (20) days per year.**

- c) During the-sixteenth (16<sup>th</sup>) through to the end of the twentieth (20<sup>th</sup>) year of continuous employment twenty-five (25) days per year.
- d) During the twenty-first (21<sup>st</sup>) through to the end of the twenty-fifth (25<sup>th</sup>) and year of continuous employment, twenty-eight (28) days per year.
- e) During the twenty-sixth (26<sup>th</sup>) and subsequent years of continuous employment, thirty (30) days per year.

**13.3.3** The accrual set out above is calculated based on a 40-hour work week. All full-time and part-time employees who work less than 40 hours per week will earn vacation credits set out in Article 13.3.2 above on a pro rata basis.

**13.3.4** Vacation approvals will be based on seniority and in accordance with Article 13.5.

**13.3.5** A record of all vacation leave will be kept by the employer.

**13.3.6** **Vacation Pay for Casual Employees**

Casual employees shall be paid vacation pay in lieu of being credited with vacation time on each bi-weekly pay deposit on the following basis:

- a) During the first (1<sup>st</sup>) through to end the of the tenth (10<sup>th</sup>) year of continuous employment, six percent (6%) of eligible earnings;
- b) Beginning on the eleventh (11<sup>th</sup>) and subsequent years of continuous employment, eight percent (8%) of eligible earnings.

**13.4** **Unbroken Vacation**

A full-time or part-time employee is entitled to receive vacation in an unbroken period up to three (3) weeks unless requested by the employee.

**13.5** **Vacation Schedule**

**13.5.1** A full-time or part-time employee may take vacation when they wish, subject to the approval of the employer.

**13.5.2** Employees will submit vacation requests for at least seventy-five percent (75%) of their vacation accrual by January 31<sup>st</sup> for the period of February 15 through October 15. Employees will submit the remaining twenty-five (25%) by September 30<sup>th</sup> for the period

up to February 15<sup>th</sup> of the following year. Requests received according to this timeline will be approved according to seniority.

**13.5.3** Employees will be able adjust vacation requests after the above deadlines. Adjustments to approved vacation time will be approved on a first come first served basis according to operational needs.

**13.5.4** Where a vacation adjustment is submitted with less than six (6) weeks' notice, employees will be responsible to find suitable coverage (e.g. coverage that does not result in overtime or leaving the program with insufficient staffing). Approval remains subject to operational needs.

**13.5.5** If a vacation request or adjustment is denied, the Employer shall state in writing the reasons.

**13.6** **Interrupted Vacation Leave**

Where in respect of any period of vacation leave, a full-time or part-time employee is:

- granted bereavement leave or,
- granted sick leave or,
- granted other agreed leave of absence or,
- when a statutory holiday falls on a day during an employee's vacation period

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

**13.7** **Carry Over of Vacation**

The Employer may approve, upon request by September 30<sup>th</sup> as per Article 13.5.2, carry-over of up to ten (10) vacation days, which must be used no later than March 31<sup>st</sup> of the immediately following calendar year. An employee who does not use their carried over vacation by March 31<sup>st</sup> shall receive payment for the accrued but unused vacation credits no later than the 2<sup>nd</sup> pay period following the cut-off date. Where carry over is not approved the Employer will provide an explanation in writing.

**13.8** **Vacation Pay Upon Termination**

- a) A full-time or part-time 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 wages in lieu of the earned vacation.



- b) **Should a full-time or part-time employee leave the organization during the vacation year and have used more vacation to which they would have been entitled, the employee is responsible to repay the Employer for the extra time and the Employer will deduct any vacation pay owing from the employee's final pay.**

**ARTICLE 14     SICK LEAVE**

**14.1             Definition**

**14.1.1           Sick Leave means the period of time an employee is absent from work with pay by virtue of being sick, ill, injured, or disabled, physically or emotionally, or because of an accident for which compensation is not payable under *The Workers' Compensation Act*, SGI, or an insurer's program. Employees may access sick leave credits in communication with management, where there is an illness in a dependent (a minor or adult child for whom the employee is legally responsible). Sick Leave shall include time off to attend preventative medical and health treatments, including medical appointments an employee cannot schedule outside work time.**

**14.2             Accrual of Sick Leave**

**14.2.1           Permanent full-time and part-time employees shall accrue sick leave on eligible hours paid each pay period at a rate of 0.0462 for each hour paid. An employee who is consistently paid forty (40) hours per week would accrue ninety-six (96) hours per year.**

**Sick Leave is an internal benefit designed to assist employees actively working for Karis Disability Services. Upon termination of employment, Karis Disability Services will not pay out accrued sick leave.**

**14.2.2           Employees are not eligible for sick leave while on a Personal Leave of Absence.**

**Any unused sick leave shall be accumulated from year to year to a maximum of six hundred eighty (680) hours.**

**14.3             Sick Leave During Change of Classification**

**An employee who moves from their permanent full-time or permanent part-time position and remains on the casual list shall retain their accumulated sick leave as a frozen bank only to be used upon returning to a full-time or part-time position. No further accrual of credits will occur while the employee remains in a casual position.**

**14.4            Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave credits based on actual time away from work.

**14.5            Proof of Illness**

A medical certificate may be required from the employee reporting sick for three (3) consecutive days or more or where the employee demonstrates a consistent pattern or excessive use. If a medical certificate is required, the certificate will be requested during the illness. All medical documentation will be submitted to the employer's third-party claims adjudicator. The Employer shall pay for documentation fees up to thirty-five dollars (\$35) per requested document.

**14.6            Sick Leave Records**

An employee's accumulated sick leave credits shall be recorded on their individual profile.

**14.7            Sick Leave During Leave of Absence**

- a)     When an employee who is granted a leave of absence without pay for any reason returns to work, they shall retain their existing accumulated credits at the time of the leave or layoff.

**14.8            Leave of Absence While Sick**

In cases where an employee is sick beyond their accumulated sick credits, the Employer shall grant leave without pay until the employee is able to return to work subject to the employee's participation in medical adjudication to a maximum of one hundred and twenty (120) calendar days.

**ARTICLE 15    MATERNITY, PARENTAL AND ADOPTION LEAVE**

**15.1            No employee shall be laid off or otherwise adversely affected in their employment because of their pregnancy.**

**15.1.1        The employee shall not be denied the right of employment solely on the basis of pregnancy.**

**15.1.2        Employees who completed more than thirteen (13) weeks of service are eligible to:**

- a)     Nineteen (19) weeks' Maternity Leave, or;
- b)     Nineteen (19) weeks' Adoption Leave, and;

- c) **Fifty-nine (59) weeks' Parental Leave if they have taken Maternity or Adoption Leave, or;**
- d) **Seventy-one (71) weeks' Parental Leave if they have not taken Maternity or Adoption Leave.**

**Employees must provide four (4) weeks' notice in writing of the expected due date or adoption document stating the expected date the child will come into the care of the employee. The employee should also indicate an expected date of return to work.**

**Maternity Leave may begin at any time during the week of thirteen (13) weeks before the estimated date of birth and no later than the date of birth. Maternity Leave may be extended six (6) weeks if the employee is unable for medical reasons to return to work.**

**15.1.3 During the leave the employee shall continue to be eligible to participate in the employer's group benefit plan provided that the employee pays the premiums required by such plan.-Upon return from the leave the employee shall be reinstated in their former position.**

**15.2 Seniority Status During Maternity/Adoption/Parental Leave**

**The employee shall suffer no loss of accumulated seniority rights due to maternity, adoption, or parental leave of absence. Seniority shall accumulate during the period of leave at the rate appropriate to the employee's position, including planned changes to the position that would occur during the leave.**

**15.3 Notice to Return to Work for Maternity/Parental/Adoption Leave**

**Notice of intention to return to work, or request for a change of length of leave of absence must be forwarded to the Employer thirty (30) days prior to the expiration of the leave. The Employer may allow the employee to resume their employment at an earlier agreed upon date.**

**ARTICLE 16 PERSONAL LEAVES OF ABSENCE**

**16.1 Personal Emergency Leave**

**Employees shall have access to twelve (12) unpaid Personal Emergency Leave days per year to deal with personal, family, or other pressing matters involving the employee, a member of the employee's immediate family or a relative dependent upon the employee's care or assistance.**

Full-time and part-time employees may take up to three (3) paid Personal Emergency Leave days per year by drawing from their available Sick Leave.

In consultation with the Union, supporting documentation may be required from the employee where the employee demonstrates a consistent pattern or excessive use of Personal Emergency Leave.

**16.2**                    **Critically Ill Child Care Leave and Crime-Related Death or Disappearance Leave**

All permanent Employees may take up to 12 months unpaid leave to provide care for a critically ill child, stepchild, foster child, or child who is under legal guardianship and is under 18 years of age.

All permanent Employees may take up to 12 months unpaid leave in the event of a crime-related disappearance of a child, stepchild, foster child, or child who is under legal guardianship and is under 18 years of age.

All permanent Employees may take up to 24 months unpaid leave in the event of a crime-related death of a child, stepchild, foster child, or child who is under legal guardianship and is under 18 years of age.

The Employer may require supporting documentation. Seniority will continue to accrue throughout the leave.

**16.3**                    **Interpersonal Violence Leave**

The parties recognize that employees sometimes face situations of interpersonal violence in their personal life. Permanent employees are eligible for five (5) paid days and five (5) unpaid days of leave of absence, to be used intermittently or in one continuous period, for medical attention, access support, or to move as per *The Saskatchewan Employment Act*. If a pattern is identified, the Employer may request the employee to submit evidence to support their leave request.

Upon written notification to the employer, an employee may request vacation pay to maintain income while on the unpaid portion of the leave.

**16.4**                    **Recognition of Social Illness**

**16.4.1**                    The Employer and the Union recognize that mental illness and substance use disorder are health problems.

**16.4.2**                    Where necessary, sick leave benefits will be granted for treatment on the same basis for other health problems.

**16.4.3** An employee whose domestic partner or child is undertaking a rehabilitative program for substance use disorder may apply for personal emergency leave, vacation time or leave of absence without pay to participate with their domestic partner or child in the rehabilitative program.

**16.5** **Bereavement Leave**

Bereavement leave with pay shall be granted to an employee (based on hours of work scheduled for those days) on the following basis:

- a) In the case of the death of an employee's domestic partner, parents, children, grandparents, grandchildren, siblings, partner's parents, or a person equivalent to any of these relationships shall be granted leave up to five (5) consecutive shifts.
- b) In the case of the death of an employee's nieces, nephews, aunts, uncles or cousins, up to two (2) consecutive shifts.
- c) In the case of the death of a family member not mentioned in (a) or (b) above, a friend, or a neighbour, employees may, by mutual agreement, be granted up to one (1) day unpaid to attend the funeral or memorial service.
- d) By mutual agreement, an employee may be granted additional unpaid leave of absence where the death or serious illness occurs, and travel is required. The leave shall be fair and reasonable.
- e) Additional time may be granted under extenuating circumstances.

**ARTICLE 17** **LEAVE OF ABSENCE**

**17.1** **Union Position**

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. The leave may be renewed each year during the term of office.

**17.2** **Public Office**

An employee who is elected to public office shall be granted unpaid leave of absence without loss of seniority for the term of public office.

17.3

**Jury Duty**

Time spent on a scheduled working day by an employee required to serve as a juror or court witness shall be considered as time worked at the appropriate rate of pay, less any payment received from the courts.

**ARTICLE 18 GENERAL LEAVE OF ABSENCE**

- a) Employees who have completed one (1) year of service are eligible to request a general unpaid leave of absence up to one (1) year for personal reasons, including educational developmental to all employees upon request and subject to approval of the employer.
- b) The Employer shall take the following into consideration when determining approval:
  - Operational need (ability to continue day to day operations or service requirements); and
  - Length of service.
- c) The employee shall, prior to the end of the leave, give the Employer fourteen (14) days' written notice of their intention to return to work.
- d) Employees granted leave of absence under this article shall not continue to earn seniority but shall retain their accumulated seniority upon returning from the leave of absence. Employees returning from leave of absence under this article shall be reinstated to their former position.
- e) A Full-Time employee on unpaid leave of absence will have the option to continue benefits by contributing their portion of the premiums during the leave.
- f) Employees granted leave of absence for full-time education which will improve the employee's ability to perform their duties (e.g., DSW, CYW, PSW, Nursing, Psychology, Social Worker) shall accumulate seniority during the leave to a maximum of three (3) months.
- g) A general leave of absence should not be granted where the employee has accrued vacation time available for use.
- h) A general leave of absence should not be granted to an employee who has a negative vacation bank.

**ARTICLE 19**     **PAY ADMINISTRATION**

**19.1**             The wage schedule covering employees occupying positions in the bargaining unit shall be set out in Schedule A, forming part of this Agreement.

**19.2**             **Increments**

a)             Subject to Article 19.4, increments for permanent full-time and permanent part-time employees are based on years of service. Movement through the increments shall be as follows:

- Upon hire – Step 1
- After one (1) year – Step 2
- After two (2) years – Step 3
- After three (3) years – Step 4
- After four (4) years – Step 5

**19.3**             **Increments After a Leave of Absence**

When an employee returns to work after a leave of absence without pay, the employee will be credited with all service before the leave unless otherwise stated in this agreement.

**19.4**             **Hiring Rates**

Except as set out below, the hiring rates of pay for new employees shall be at the minimum of the appropriate range as outlined in Schedule A.

- a)             To acknowledge previous experience in the sector every two years of full-time service with another employer will be treated as one year of service for purposes of placement on the pay grid, up to a maximum placement on Step 4.
- b)             Those who have a DSW certificate shall be treated as having one year of experience for purposes of placement on the pay grid up to a maximum placement on Step 4.

**19.5**             **Statement of Earnings**

Every employee shall receive a statement each pay period, showing the gross amount earned, itemised deductions, sick leave accrual, vacation leave accrual and net amount payable.

**19.6**                    **Changes in Pay Range**

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

**19.7**                    **Promotion**

On promotion of an employee, the rate of pay shall be at the minimum of the new pay range for the new class, except when the minimum yields less than their current rate. In such a case, their rate shall be adjusted to the step in the new pay range that does not result in a decrease. In no case will the rate exceed the maximum of the range.

**19.8**                    **Temporary Assignment of Higher Duties (TPHD)**

**19.8.1**                At the discretion of the Employer an employee may be temporarily assigned to a higher paid position. The Employer will give consideration to seniority when making such an assignment.

**19.8.2**                In the event the employee is assigned to a higher paid position for one (1) day or more, the employee shall be paid a five percent (5%) increase, based on the employee's current rate of pay or at the bottom rate of the higher (paid position) whichever is greater. If the addition of five percent (5%) produces a rate between two steps in the range of the higher paid position, the salary shall be adjusted to the higher of these two rates.

**19.8.3**                TPHD assignments will not exceed six (6) months, however, upon mutual agreement, a TPHD assignment may be extended.

**19.8.4**                Any temporary assignment created within the bargaining unit as a result of the Temporary Assignment to Higher Duties will be posted in accordance with Article 10.1. Any subsequent vacancies resulting from such posting may be filled by appointment.

**19.9**                    **Criminal Records Check**

**19.9.1**                All new employees shall be required to provide a Criminal Records Check including vulnerable sector search to the Employer prior to commencement of employment. The new employee is responsible for the cost.

**19.9.2**                For subsequent Criminal Records Check including vulnerable sector search requested by the employer, the Employer shall reimburse the employee the cost of obtaining the document.



**ARTICLE 20     POSITION EVALUATION**

**20.1           Maintaining a Position Evaluation System**

**20.1.1        The Employer shall maintain a position evaluation system in which positions are evaluated in a fair, unbiased, and equitable manner. Each position will be reviewed based on the skills required, work conditions, effort, and responsibility.**

**20.1.2        The position evaluation of the Direct Support Professional and Program Coordinator shall not be altered except by mutual agreement.**

**20.1.3        If a position re-evaluation results in an increase in pay, the employees' wages shall be adjusted retroactive to the date on which the new evaluation was determined.**

**20.2           Evaluations Shared with the Union**

**The Employer agrees to share job descriptions and evaluations for all new positions with the union. As requested, the Employer shall meet with the Union to explain the rationale for the position evaluation.**

**20.3           New Bargaining Unit Positions**

**If a new bargaining unit position is created during the term of this Agreement the Employer shall set the rate of pay, hours of work, and qualifications in accordance with its Position Evaluation Process. The Employer will share the outcome of that process with the Union prior to posting the position. At the Union's request, the Employer agrees to meet with the Union to explain the outcome of the position evaluation.**

**Should the Union disagree with the rate of pay established by the Employer and the parties are unable to agree to a revised rate of pay the Union may grieve the rate of pay and the issue may be finally determined by an arbitrator under this agreement.**

**20.4           Seniority and Position Re-evaluation**

**When position re-evaluation is due to new or additional duties and responsibilities, when possible, preference shall be given to the most senior employee who has all the qualifications.**

**20.5           Downward Re-Evaluation**

**No employee shall have their wages reduced as a result of downward re-evaluation. Any existing employee whose wages are**

affected by a re-evaluation shall be red-circled until the wage rate for the position matches or exceeds their red-circled rate, at which time they will continue wage progression with the position.

**ARTICLE 21     TRAINING**

**21.1           On The Job Training**

- a)     **Orientation and initial training for new employees shall be coordinated by the Employer during the employee's usual shift and through the intranet.**
- b)     **The Employer may, where they deem appropriate, provide on the job training opportunities for employees in the form of seminars and conferences.**
- c)     **Training opportunities may be allocated on a rotational basis wherever possible.**
- d)     **Notices of seminars and conferences will be posted.**
- e)     **An employee may be required to receive specific training.**
- f)     **The time spent by an employee under this article shall be considered as time worked and the employee shall be compensated in pay.**

**21.2           Job Required and Related Training**

- a)     **Subject to operational requirements and available funding, the employer may provide opportunities for employees to attend courses of study that directly relates to an employee's job, and that leads to improvement of skills and knowledge which benefit the Employer and the employee.**
- b)     **If deemed mandatory, the Employer shall cover all costs associated with the training including travel, and meals.**
- c)     **Employees' attendance at on the job training sessions, including travel time above their regular daily commute, shall be considered as hours worked. If people supported with specific needs join the home, training will be provided to cover those needs prior to their arrival.**

**ARTICLE 22     EMPLOYEE BENEFITS**

**22.1           Pension Plan**

**The Employer shall contribute monthly the equivalent to four percent (4%) of employee's salary excluding casuals and term**

positions of less than one year into the pension plan. The employee shall contribute the minimum of four percent (4%) up to the maximum the Pension Act allows.

**22.2 Extended Health Coverage Benefits Plan**

**22.2.1** The Employer will provide a group benefits insurance plan, which includes extended medical and dental coverage (“Extended Benefits Plan”), to all eligible permanent full-time, part-time and casual employees. To be eligible to participate in the group benefits insurance plan, a casual employee must work a minimum of 780 hours per year.

The Employer will provide additional group insurance benefit coverage to eligible permanent full-time, part-time and casual employees as set out in each of the benefit summaries set out in Appendix B (Benefit Plan Summaries).

The employer’s sole obligation shall be to pay one hundred percent (100%) of those monthly premiums for coverage that are identified as Employer paid in Appendix B (Benefit Plan Summaries) to this agreement.

Eligibility and entitlements shall be governed solely by the terms and conditions of the Extended Benefits Plan and any dispute regarding eligibility and/or entitlements shall be determined solely between the employee and the insurer/carrier in accordance with terms and conditions of the Extended Benefits Plan.

**22.2.2** Any increase to the cost of the Extended Health Plan shall be paid by the Employer to maintain the coverage of benefits for all eligible employees.

**22.2.3** The Employer may substitute or change carriers for any of the benefits provided pursuant to the Extended Benefits Plan, provided that, with the exception noted in 22.2.4, the level of benefits in effect as of the date of ratification of this Agreement remains the same or better. The Employer will advise the Union of any changes to the Extended Benefits Plan or carrier(s) in writing at least thirty (30) days prior to implementing the change.

**22.2.4** The Extended Benefits Plan shall cover the cost of eighty percent (80%) prescription drugs for the first ten thousand dollars (\$10,000) per family per calendar year and one hundred percent (100%) thereafter, per calendar year.

**22.3 Pro Rata Clause**

All benefits of this Agreement shall, unless otherwise specified, accrue on a pro rata basis to permanent part-time employees.

**ARTICLE 23     TRAVEL AND ALLOWANCES**

**23.1             Use of Employee Vehicle**

**23.1.1           Employees who choose to use their personal vehicle for work-related purposes with their supervisor's permission, and who submitted the required expense form, shall be reimbursed for actual kilometres driven at a rate of forty-nine cents (\$0.49)/km.**

**23.1.2           As a condition of employment, the Employer does not require anyone to own a vehicle.**

**23.2             Liability and Insurance**

**The Employer shall provide Third Party Automobile Liability Insurance for the use of any Karis-owned vehicle in the course of employment.**

**23.3             Meals and Allowances**

**23.3.1           The meal and accommodation rates, as negotiated between the Government of Saskatchewan and the Saskatchewan Government and General Employees' Union will apply when an employee's work requires them to be away from the group home.**

**23.3.2           When employees are doing work for Karis Disability Services, which requires them to be away from their residence, they will be provided with reasonable hotel or motel accommodation as Agreed by the employer.**

**23.4             Cell Phones**

**Employees are not required use their own cell phone for work purposes. employees who choose to use their own cell phone for work-related purposes will not be reimbursed for the cost of doing so.**

**ARTICLE 24     PERSONAL DAMAGES**

**If an employee's clothing, eyewear, cell phone, assistive devices, vehicle, or other workplace appropriate items are damaged while they are on duty as a result of a service users' unexpected actions, Karis Disability Services will reimburse the reasonable repair or replacement cost up to five hundred dollars (\$500), except where insurance coverage is available.**

**ARTICLE 25     PROTECTION FROM DISCRIMINATION AND RETALIATION**

**25.1           Protection for Testifying**

The Employer shall not take discriminatory or retaliatory action and shall assure an employee is protected from the same from other employees of Karis Disability Services, for the employee participating in an investigation, called to testify, or testifying in court.

**ARTICLE 26     EMPLOYER AMALGAMATION**

**26.1           In the event Karis Disability Services amalgamates with any other body, the Employer will make reasonable effort to ensure that:**

- a)     **Employees are credited with all seniority rights with the new employer.**
- b)     **All service credits relating to vacation with pay, sick leave credits and all other benefits are recognized by the new employer.**
- c)     **Conditions of employment and wage rates for the new employee are equal to the best provisions in effect with either employer.**
- d)     **No employee will suffer a loss of employment as a result of an amalgamation.**
- e)     **Preference in location of employment arising from the amalgamation be determined on the basis of seniority.**

**ARTICLE 27     JOB SHARING**

**27.1           Job Sharing**

- a)     **A job share is where a Full-Time employee requests to share their position with another employee.**
- b)     **The position shall be held by the incumbent who wishes to share their position.**
- c)     **Permanent Full-Time positions only, shall be considered for job-sharing.**
- d)     **The shared portion of the position shall be posted for competition. Neither employee participating in a job-share shall have less than fifteen (15) hours per week.**

- e) Employees participating in job sharing shall be eligible for additional call-in shifts according to Article 8.9.
- f) All job sharing shall be mutually agreed and documented formally between the employer, the employees, and the Union. If the Employer declines a request to job-share the Employer shall give its reasons in writing.
- g) No job-sharing agreement shall exceed six (6) months in duration.

**ARTICLE 28      PROGRESSIVE DISCIPLINE**

**28.1              Intention of the Parties**

**28.1.1            The Employer agrees to make reasonable effort to resolve problems with respect to employee performance through coaching discussions prior to the initiation of disciplinary action.**

**28.1.2            The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Thus, both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.**

**28.1.3            Prior to implementing any disciplinary action, the Employer shall conduct such investigation as it deems reasonable in the circumstances. The employee shall have the right to be accompanied by a Union representative.**

**28.1.4            Where the Employer intends to formally discipline an employee, such action shall take place at a private meeting where the employee shall be accompanied by a Union Steward or LRO of the Union unless they refuse in writing.**

**28.1.5            If Union representation is refused at any point of the discipline process, the Employer shall provide the Union an email confirmation to that effect from the employee.**

**28.1.6            An employee may be disciplined for just cause. The Employer will follow a progressive discipline model as outlined below.**

**28.2              Constructive Coaching**

- a) The Employer and the Union recognize the difference between discipline and constructive job coaching, and nothing is intended to restrict the Employer's right to coach.
- b) The Employer may, before initiating or imposing discipline, arrange to meet with the employee to discuss the employee's work performance to resolve the problem. The

employee may have a steward present. Scheduling a steward shall not delay the meeting.

**28.3 Principles of Progressive Discipline**

Progressive discipline shall be applied in the following order unless an individual, the employer, or the facility are at risk of harm such as where abuse, workplace violence, or harassment occurs. Where there is a serious incident of misconduct that jeopardizes the organization, employee relations, government and public relations or operations, the progression through the stages may be overlooked:

- Stage 1 – verbal reprimand
- Stage 2 – written reprimand
- Stage 3 –unpaid suspension
- Stage 4 – dismissal

**28.4 Verbal Reprimand**

The Employer will verbally outline to the employee any reasons for the reprimand, how they should correct their work and what will happen if their behaviours or actions continue. The employee will receive a written confirmation of the verbal reprimand.

**28.5 Written Reprimand**

- a) If the employee displays insufficient positive response to the verbal reprimand, the Employer may discipline that employee by means of a written reprimand.
- b) The letter shall become part of an employee's record. The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union unless otherwise specified by the employee.

**28.6 Unpaid Suspension**

If there is still insufficient positive response to the written reprimand from the employee, the employee may be given notice of suspension, date of the suspension and the reasons for it in writing. Unless otherwise specified by the employee, a copy will be supplied to the union.

**28.7 Dismissal**

- a) No employee shall be dismissed without just cause.

- b) Dismissal shall be affected by a manager. The employee shall receive written notice of the action which shall include a specific statement of just cause.

**28.8 Reinstatement of Rights**

An employee who has been unjustly suspended or demoted shall upon reinstatement receive all rights and benefits retroactive to the date of suspension or demotion except where agreed or ordered otherwise.

**28.9 Sunset Clause**

- a) In cases of disciplinary action against an employee, proof of just cause shall rest with the employer.
- b) The record of an employee shall not be used in deciding further discipline at any time after twelve (12) months following a verbal or written warning, eighteen (18) months following suspension, or twenty-four (24) months following a finding of abuse, violence, or harassment, where there has been no other discipline issued in the relevant time period.
- c) Should an employee be on an extended leave of absence the length of the absence will be added to the twelve (12), eighteen (18), or twenty-four (24) months, as noted in 28.9(b).

**28.10 Records of Employees**

Personnel records of an employee shall be open to their scrutiny upon request and in the presence of a manager. A Union representative, upon request in writing by the employee, shall have access to the file.

**28.11 Administrative Leaves**

**28.11.1** An employee may be removed from active work by the Employer with pay when under investigation for misconduct (including but not limited to an allegation of abuse, harassment, violence, or discrimination), or, without pay on agreement between the Employer and union, where the alleged cause for the investigation involves abuse, criminal activity, or a danger to the safety of others.

**28.11.2** If following completion of the investigation the employee is exonerated, they will be entitled to a reinstatement of pay and benefits retroactive to the start date of the unpaid administrative leave.



**28.12** **Right to Have a Steward**

**28.12.1** Every employee has the right to be represented by a Union steward or LRO at any meeting or investigative proceeding with the Employer which might lead to discipline.

**28.12.2** Where the Employer intends to meet with an employee for investigatory and/or disciplinary purposes, the employee shall be notified in writing or by email, in advance, of the purpose of the meeting, and informed of the right to have a steward or LRO present at the meeting. The employee will be given sufficient time to arrange Union representation and if necessary to schedule for a later date.

**28.12.3** An employee may choose to waive the right to Union representation. This shall be done so in writing. If at any time during the meeting, the employee chooses to rescind the waiver, the employee shall be given sufficient time to arrange Union representation, which may result in reconvening the meeting at a later time or date.

**28.12.4** The steward shall have the right to consult with an LRO and to have them present at any discussions with the Employer pertaining to their role as a steward.

**ARTICLE 29** **GRIEVANCE PROCEDURE**

**29.1** **Grievances**

**29.1.1** A grievance is defined as any unresolved difference or dispute between the Employer and any employee(s) or the Union pertaining to:

- a) Any matter covered under the provisions of this Agreement such as: 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 provision of this agreement.
- c) A policy grievance is defined as a dispute involving the interpretation of this Agreement or the application of the language of this Agreement across the entire membership. A policy grievance may be filed by the steward, or LRO.

**29.1.2** In the event of any disagreement between the parties that cannot be resolved informally, the parties have agreed to the procedure set out in Article 29.4.

**29.1.3** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to the parties' respective positions.

**29.1.4** 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.

**29.1.5** Either party may request a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation, or arbitration proceedings.

**29.2** **Time Limits**

**29.2.1** A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the employer.

**29.2.2** A grievance to be accepted must be initiated or advanced within the time frames set out in Article 29.4.

**29.3** **Failure to Act Within Time Limits**

**29.3.1** The time limits set out in grievance procedures may be extended by mutual agreement between the parties.

**29.3.2** It is the desire of both parties to this Agreement to resolve grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes based on a procedural technicality. Time limits, however, are to be adhered to and should either party fail to do so the onus is on that party to show a justifiable reason for their failure.

**29.4** **Procedure**

**29.4.1** **Pre-Grievance Meeting:** It is the mutual desire of the parties that complaints shall be resolved as quickly as possible, and complaints will be addressed wherever possible without resorting to a formal grievance.

Within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction, the employee, the Union on behalf of the employee, or the Union and the employee, shall meet with the immediate supervisor to discuss the alleged infraction with the stated intent to resolve the dispute prior to filing a grievance.

**29.4.2** **Step 1:** If a settlement cannot be achieved through the formal pre-grievance meeting, a grievance may be submitted to the immediate supervisor within fourteen (14) calendar days from the formal pre-grievance meeting unless the time limits have been extended by

mutual agreement. In submitting a grievance, the Union shall specify the provisions of this agreement, relevant laws, or policy that are alleged to have been breached and the specific desired remedy or resolution they are seeking.

Upon receipt of the grievance, the immediate supervisor or designate shall schedule a meeting with the grievor and Union steward or LRO, and may include the Area Manager, to discuss the grievance.

The immediate supervisor shall render a decision in writing within fourteen (14) calendar days of the Step 1 meeting. In all instances, the Employer shall submit a copy of the decision concurrently to the grievor and to the LRO.

**29.4.3** Step 2: If a satisfactory settlement cannot be affected at Step 1, the Union may submit the grievance to the Executive Director and Area Manager or designate within fourteen (14) calendar days of receipt of reply at Step 1.

If the grievance is advanced to Step 2, the Executive Director or designate will schedule a meeting between the parties, within fourteen (14) calendar days of the receipt of the grievance at Step 2. The Executive Director or designate will render a decision, in writing, within fourteen (14) calendar days of the Step 2 Grievance meeting.

**29.4.4** Step 3: If a satisfactory settlement cannot be affected at Step 2 the Union may, within thirty (30) calendar days of receipt of the decision at Step 2, apply for mediation or arbitration.

**29.4.5** The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

**29.4.6** The timelines may be extended where agreed by both parties.

## **29.5** Permission to Leave Work

**29.5.1** Any employee who feels that they have been aggrieved, or any employee with relevant grievance information, shall receive permission from their supervisor to leave work temporarily and return at an agreed upon time without loss of pay in order to discuss the complaint with the appropriate Union representative. If it is not possible to leave work immediately due to work requirements other arrangements to deal with the matter on work time shall be made as soon as possible.

**29.5.2** A steward or elected officer of the Union shall receive permission to leave assigned duties temporarily and return at an agreed upon time to discuss those matters covered by the grievance procedure. If it is not possible to leave work immediately due to work requirements other arrangements to deal with the matter on work time shall be made as soon as possible.

**29.5.3** 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.

**ARTICLE 30**     **ARBITRATION**

**30.1** If a satisfactory settlement cannot be reached using the grievance procedure under Article 29, a grievance may be submitted to arbitration within thirty (30) calendar days of the decision at step 2, and the parties will meet within those thirty (30) calendar days to determine one of the following dispute resolution mechanisms: Mediation, Expedited Arbitration, Single Panel Arbitration.

**30.2** The parties can agree to grievance mediation. In the event the grievance is not successfully resolved through grievance mediation, the Union, within thirty (30) calendar days of the mediation, will inform the Employer in writing of the decision to advance the grievance to arbitration. The parties will meet to determine the type of arbitration as outlined in 30.1.

**30.3** Notwithstanding the above, by mutual agreement, expedited arbitration may be used after Step 1 of the grievance procedure.

**30.4** The parties shall mutually agree upon an arbitrator to hear the grievance(s). Where the parties do not reach a mutual agreement regarding the appointment of an arbitrator within thirty (30) days, the parties will seek the appointment of an arbitrator through the Ministry of Labour Relations and Workplace Safety.

**30.5**     **Expedited Arbitration**

**30.5.1** Expedited arbitration may be used in cases where it is appropriate and where it is agreed to by both parties.

**30.5.2** Agreement to utilize expedited arbitration should not be unreasonably denied.

**30.5.3**     **Expedited Arbitration Process**

- a) The parties will determine the grievances they wish to put forward to expedited arbitration.
- b) No legal counsel will be used by either party at the hearing.

- c) **Union Representation: LRO, the Chief Steward or Chair of the Bargaining Unit, and the grievor (if required).**
- d) **Employer Representation: Executive Director or designate, Human Resources Business Partner, Area Manager, and the Program Manager (if required).**
- e) **Other participants or observers as agreed to by the parties.**

**30.5.4 Documents tabled with the Arbitrator**

- a) **relevant Collective Bargaining Agreement;**
- b) **grievance statement and replies;**
- c) **agreed to statement of facts;**
- d) **other relevant documentation;**
- e) **any case law that the parties intend to rely on;**
- f) **a position document reflecting each party's position and argument, typically one (1) to six (6) pages;**
- g) **the exact settlement sought, and/or the issue the parties want to be decided.**

**30.5.5 Procedure Guidelines**

- a) **Documents tabled.**
- b) **Presentation of Case Documents.**
- c) **General rules of evidence are not strictly applied, except rules of "onus".**
- d) **Parties must discuss evidence prior to the hearing, in order to expedite the hearing.**
- e) **Arbitrator may propose a possible resolution to the parties prior to issuing an award.**
- f) **The decision of the arbitrator will be final and binding on the parties.**
- g) **Arbitration awards for individual grievances shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.**
- h) **The parties will equally share the cost, fees, cancelation, and expenses of the arbitrator.**

- i) The grievance may be removed from the expedited arbitration process at any time prior to the hearing when agreed by both parties.

**30.6 Full Arbitration**

**30.6.1 Procedure**

- a) The Arbitrator shall fix a time and place of sittings, after consultation with the parties.
- b) The Arbitrator shall determine the procedure but shall give full opportunity to all parties to present evidence and make representations.
- c) The Arbitrator shall, as much as possible, follow a lay person's procedure and shall avoid legalistic or formal procedure.

**30.6.2 Decision of the Arbitrator**

- a) The Arbitrator shall render a final binding decision within sixty (60) calendar days of the end of the hearings.
- b) The Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.
- c) Subject to the foregoing, the Arbitrator shall have the power to dispose of the grievance by any arrangement which the Arbitrator deems just and equitable.

**30.6.3 Expenses of the Arbitrator**

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

**30.7 Time Limits**

The parties agree to abide by the time limits specified in this article unless both parties consent to an extension of time.

**30.8 Failure to Act within Time Limits**

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

**30.9**

**Employee Expenses**

In the event that an employee is called as a witness in an arbitration process, the following applies:

- a) If called by the employer, leave without loss of pay and expenses paid by the employer.
- b) If called by the Union, union leave with pay and expenses paid by the union.
- c) If called by the arbitrator, the parties shall share equally the costs.

**ARTICLE 31**

**HEALTH AND SAFETY**

**31.1**

**Dangerous Situation**

**31.1.1**

An employee who is working by themselves and comes into a dangerous situation shall have the authority to call the on-call supervisor.

**31.1.2**

The employee shall have the right to refuse unusually dangerous work by notifying the Supervisor or On-Call Supervisor. The supervisor shall inform the employees covering the shift, in writing, of the reasons why the shift was refused by the other employee.

**31.1.3**

The Workplace Relations Specialist will be notified in advance if possible and the employee shall complete a Hazard Reporting form.

**31.2**

**Health and Safety Orientation and Instruction**

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

**31.3**

**First Aid**

The Employer shall make provisions 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 work with employees to properly maintain a first aid kit and a medical aid log book.

**31.4 Personal Protective Equipment**

Personal protective equipment will be provided by the Employer at the Employer 's expense.

**31.5 Working Alone**

Where any employee works in relative isolation, they shall have access to a supervisor in the event of an emergency.

**31.6 Vaccinations**

The Employer shall pay the cost of vaccinations for employees required to protect employees from illness caused by workplace exposure, where the cost is not covered by government programs or benefits packages.

**ARTICLE 32 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**32.1 Occupational Health and Safety Committee (OH&S)**

- a) A joint employer/employee Occupational Health and Safety Committee shall be established.
- b) The Committee shall consist of one Union member from each residence and up to an equal number of members from management.
- c) The Committee shall have Employer and employee chairpersons, as appointed by their respective parties.
- d) The Committee shall continually be vigilant to health and safety at the workplace. The Committee shall meet not less than quarterly. The Committee shall receive, consider and recommend solutions respecting health and safety concerns at the workplace. Committee members shall be given a reasonable opportunity during regular working hours to deal with such concerns.
- e) Quorum at each committee meeting will be satisfied if at least half of its members are present and if at least half of those members present are Union representatives.
- f) The Employer shall consider as hours worked, all time spent by Committee members at committee meetings and conducting approved committee business. The hours



worked will be subject to the hours of work provisions of this agreement.

**32.2 Committee Minutes**

Every committee meeting will be recorded in its official minutes, copies of which will be posted in each workplace on a bulletin board which is for the exclusive use of the Committee, with copies promptly forwarded to the employer, the union, and upon request 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.

**32.3 Workplace Inspections**

The committee member from each group home shall conduct workplace inspections on a monthly basis or more frequently when deemed necessary and shall notify their supervisor and the Employer chair of the Occupational Health and Safety Committee in writing of any unsafe conditions found. The Employer shall undertake suitable corrective measures within seven (7) calendar days and will report in writing to the committee of the action they have taken.

**32.4 Committee Investigations**

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

**32.5 Right to Refuse**

An employee may refuse to do any particular act or series of acts at work which they have reasonable grounds to believe are unusually dangerous to their health and safety or the health and safety of any other person at the place of employment. If the employee and supervisor cannot resolve the concern to the employee's satisfaction, they will contact their workplace occupational health and safety committee.

**32.6** The duties of the Committee shall include the investigation of any work refusal that could not be resolved between the employee and their supervisor. At their quarterly meeting the Committee will review incidents where an employee and supervisor arrived at a solution.

**32.7** In responding to workplace refusals, the Employer will not discriminate against employees contrary to *The Saskatchewan Employment Act*.

**32.8** **Occupational Health Committee Training**

Subject to reasonable notice being given, all committee members or alternates of an Occupational Health and Safety Committee may receive leave with pay to attend occupational health and safety training courses, seminars or courses of instruction as approved by the employer.

**32.9** **Provision of Information**

- a) The Employer shall regularly provide the Union with statistical information on all occupational injuries and illnesses sustained by all employees, as reported to the Workers' Compensation Board.
- b) The Employer will notify the committee and the Union when the Employer becomes aware of:
  - i) any Notice of Contravention it receives related to work performed by the bargaining unit, and it will notify them both of the progress the Employer is making towards remedying the Notice of Contravention;
  - ii) any fatality or serious bodily injury sustained by any employee; or
  - iii) any dangerous occurrence that may have caused serious bodily injury to any employee.
- c) The Employer will notify the Union when the Employer conducts or has conducted any investigation specific to members of the bargaining unit:
  - i) of the workplace where it has a bearing on any occupational health and safety matter that affects employees,
  - ii) of any accident or injury or dangerous occurrence involving any employee,
- d) The Employer shall promptly provide the Union with a copy of all final reports prepared as a result of the investigation(s).

32.10

**No Discipline**

No employee shall be disciplined for refusing work that they reasonably believe to be unusually dangerous.

When an employee encounters a new or novel situation for which they feel unprepared or unsafe the Employer will work with them to address any health and safety concerns.

ARTICLE 33

**HARASSMENT AND DISCRIMINATION**

33.1

**Discrimination**

The Employer and the Union agrees that there shall be no discrimination interference, restriction, or coercion exercised or practiced with regard to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race or perceived race, creed, colour, religion, ancestry, nationality, place of origin, political or religious affiliation, sex or marital status, place of residence, sexual orientation, disability, receipt of public assistance, family status, ancestry, gender identity, place of origin, or by reason of membership or activity in the Union or any other prohibited ground of discrimination contained in the *Saskatchewan Human Rights Code*.

33.2

**Responding to Complaints of Harassment and Discrimination**

The Employer and the Union recognize that employees, supervisors, the union, and the Employer have a shared responsibility for safe, respectful workplaces, and agree that wherever possible the parties will attempt to resolve conflict before resorting to a formal harassment complaint. An employee who feels they have been discriminated against or harassed, is encouraged first to address the other person when possible. Employees have the right to Union representation throughout the process.

The parties agree that complaints of harassment will be handled in accordance with Karis Disability Services Workplace Harassment and Discrimination Policy.

The roles of the employee, supervisor and Employer are set out in Karis Disability Services Workplace Harassment and Discrimination policy.

The Union will:

- a) recognize that every person has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- b) not condone or tolerate any harassment.
- c) support and encourage every member to identify and resolve incidents of alleged harassment.

**ARTICLE 34     TECHNOLOGICAL CHANGE**

**34.1           The Employer and the Union agree that technological change is a necessary and constant element of serving people with disabilities. Assistive technology is constantly changing and adapting, and technology that supports work processes is continually evolving. Adapting to technology is a necessary skill of the Direct Support Professional’s job.**

**34.2           Definition of Technological Change**

**For the purpose of this agreement, the term “technological change” shall mean changes introduced by the Employer which materially affect the educational requirements, working conditions, or security of employment of the members of the bargaining unit.**

**34.3           The Employer shall serve written notice to the Union ninety (90) days prior to the introduction of the technological change, except where otherwise agreed upon or necessitated by unforeseen circumstances.**

**34.4           The notice shall include the nature of the technological change, and who it affects.**

**34.5           No permanent employee shall be denied a period of time necessary to acquire the skills or training required as a result of technological change. The Employer will provide employees a reasonable period of time to acquire the skills or training required as a result of the technological change.**

**34.6           Should the Employer require the employee to improve their skills, it shall be incumbent upon the Employer to provide that training without cost to the employee.**

**ARTICLE 35     DURATION**

**35.1           This Agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026 and shall continue in effect until revisions are negotiated.**

**35.2**            **Changes to Agreement**

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

**35.3**            **Notice to Bargain**

**Either party desiring to propose changes to this Agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the expiry date set out in Article 35.1, give notice in writing to the other party that they wish to amend the collective bargaining agreement. Immediately after the receipt of the notice by one party, the other party is required to enter into negotiations for a new agreement. The receiving party shall fulfil its obligation by contacting the other party to propose dates for negotiations.**

**35.4**            **Agreement to Continue in Force**

**Where written notice has been given pursuant to Article 35.3 both parties shall adhere to the terms of this Agreement during collective bargaining.**

**APPENDIX A – Wages**

		Current - as of March 31, 2023	April 1, 2023	April 1, 2024	April 1, 2025
<b>Band</b>	<b>Step</b>		<b>3%</b>	<b>3%</b>	<b>2.44%</b>
Casual 5		\$18.26	\$18.81	\$19.38	\$19.85
DSP 5	Step 1	\$18.26	\$18.81	\$19.38	\$19.85
DSP 5	Step 2	\$18.79	\$19.36	\$19.95	\$20.44
DSP 5	Step 3	\$19.56	\$20.15	\$20.76	\$21.27
DSP 5	Step 4	\$20.54	\$21.16	\$21.80	\$22.33
DSP 5	Step 5	\$21.75	\$22.41	\$23.09	\$23.65
PC 6	Step 1	\$21.00	\$21.63	\$22.28	\$22.82
PC 6	Step 2	\$21.62	\$22.27	\$22.94	\$23.50
PC 6	Step 3	\$22.50	\$23.18	\$23.88	\$24.46
PC 6	Step 4	\$23.63	\$24.34	\$25.08	\$25.69
PC 6	Step 5	\$25.01	\$25.77	\$26.55	\$27.20

**\*In order to receive a retroactive wage increase for April 1, 2023 and April 1, 2024, an Employee must be actively employed in the Bargaining Unit on the date of ratification. Bargaining Unit Employees who are on an approved leave at the time of ratification and who return to work in the Bargaining Unit will receive their retroactive wage increase upon their return. Retroactive wage increases will be paid within 90 days of ratification.**

## APPENDIX B

### BENEFIT PLAN SUMMARIES

#### FULL-TIME EMPLOYEE BENEFITS SUMMARY

*This benefit summary is included for convenience only. The applicable Group Benefit contracts govern the terms & conditions of benefits and may be amended from time to time.*

#### Health Insurance

<b>Plan</b>	<b>Benefits</b>	<b>Eligibility</b>	<b>Cost</b>
<b>Dental</b>	<b>80% Basic Coverage</b>  <b>Up to \$1,500 per year per family member</b>	<b>After 3 months of continuous and permanent contract</b>  <b>Dental Care coverage will end when the employee retires or reaches age 70, whichever is earlier.</b>	<b>Karis Disability Services paid</b>
<b>Medical</b>	<b>80% Prescription drugs for the first \$10,000 per family per calendar year; thereafter, 100%</b>  <b>100% Ambulance</b>  <b>Out of province/country insurance</b>  <b>Vision Care Benefit (\$300 every 24 months)</b>  <b>100% Paramedical expenses up to a maximum of \$400 per person per calendar year for each category of paramedical specialists</b>	<b>After 3 months of continuous and permanent contract</b>  <b>Extended Health Care coverage will end when the employee retires or reaches age 70, whichever is earlier.</b>  <b>(See <i>Benefit Handbook for details</i>)</b>	<b>Karis Disability Services paid</b>

## Group Insurance

Plan	Benefits	Eligibility	Cost
Basic Employee Life	2x annual salary rounded to the next highest \$1,000 Maximum coverage is \$250,000	After 3 months of continuous and permanent contract  Benefit reduces by 50% at age 65 and coverage ends at age of 70, as per Group Benefit provider contract.	Employee paid 100%
Optional Life	May be purchased in units of \$10,000 to a maximum of \$100,000	After 3 months of continuous and permanent contract  Coverage up to the age of 65, as per Group Benefit provider contract.	Employee paid 100%
Dependent Life	\$5,000 spouse & \$2,500 for each dependent child	After 3 months of continuous and permanent contract  Coverage up to the age of 70, as per Group Benefit provider contract.	Karis Disability Services paid
Long Term Disability	60% of salary to a maximum of \$3,500 monthly, non-taxable Benefit	1st day of employment with a permanent contract  Long-Term Disability coverage will end 120 days before you reach age 65 or the day you retire, whichever is earlier.	Employee paid

## Other Provisions

Plan	Benefits	Eligibility	Cost
Employee and Family Assistance Program	Information resource and confidential short-term counseling	1 <sup>st</sup> day of employment, subject to Letter of Understanding – Employee and Family Assistance Program ( <i>See Homewood EFAP brochure for details</i> )	Karis Disability Services paid



**PART-TIME EMPLOYEE BENEFITS SUMMARY**

*This benefit summary is included for convenience only. The applicable Group Benefit contracts govern the terms & conditions of benefits and may be amended from time to time.*

**Health Insurance**

<b>Plan</b>	<b>Benefits</b>	<b>Eligibility</b>	<b>Cost</b>
<b>Dental</b>	<p><b>80% Basic Coverage</b></p> <p><b>Up to \$1,500 per year per family member</b></p>	<p><b>After 3 months of continuous and permanent contract</b></p> <p><b>Dental Care coverage will end when the employee retires or reaches age 70, whichever is earlier.</b></p>	<b>Karis Disability Services paid</b>
<b>Medical</b>	<p><b>80% Prescription drugs for the first \$10,000 per family per calendar year; thereafter, 100%</b></p> <p><b>100% Ambulance</b></p> <p><b>Other expenses not covered by provincial health insurance</b></p> <p><b>Out of province/country insurance</b></p> <p><b>Vision Care Benefit (\$300 every 24 months)</b></p> <p><b>100% Paramedical expenses up to a maximum of \$400 per person per calendar year for each category of paramedical specialists</b></p>	<p><b>After 3 months of continuous and permanent contract</b></p> <p><b>Extended Health Care coverage will end when the employee retires or reaches age 70, whichever is earlier.</b></p> <p><i>(See Benefit Handbook for details)</i></p>	<b>Karis Disability Services paid</b>

### Group Insurance

Plan	Benefits	Eligibility	Cost
<b>Basic Employee Life</b>	<b>2x annual salary rounded to the next highest \$1,000 Maximum coverage is \$250,000</b>	<b>After 3 months of continuous and permanent contract.  Benefit reduces by 50% at age 65 and coverage ends at age of 70, as per Group Benefit provider contract.</b>	<b>Employee paid 100%</b>
<b>Optional Life</b>	<b>May be purchased in units of \$10,000 to a maximum of \$100,000</b>	<b>After 3 months of continuous and permanent contract.  Coverage up to the age of 65, as per Group Benefit provider contract.</b>	<b>Employee paid 100%</b>
<b>Dependent Life</b>	<b>\$5,000 spouse &amp; \$2,500 for each dependent child</b>	<b>After 3 months of continuous and permanent contract.  Coverage up to the age of 70, as per Group Benefit provider contract.</b>	<b>Karis Disability Services paid</b>

### Other Provisions

<b>Employee and Family Assistance Program</b>	<b>Information resource and confidential short-term counseling</b>	<b>1<sup>st</sup> day of employment, subject to Letter of Understanding – Employee and Family Assistance Program (See <i>Homewood EFAP brochure for details</i>)</b>	<b>Karis Disability Services paid</b>
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### CASUAL EMPLOYEE BENEFITS SUMMARY

*This benefit summary is included for convenience only. The applicable Group Benefit contracts govern the terms & conditions of benefits and may be amended from time to time.*

#### Health Insurance

Plan	Benefits	Eligibility	Cost
Dental	50% Basic Coverage  Up to \$750 per year for employee only	On the first day of the calendar year following the year the employee is hired, must work a minimum of 780 hours per calendar year.  Extended Health Care and Dental coverage will end when the employee retires or reaches age 70, whichever is earlier.	Karis Disability Services paid
Medical	50% Prescription drugs  Out of province/country insurance		Karis Disability Services paid

#### Group Insurance

Plan	Benefits	Eligibility	Cost
Basic Employee Life	2x annual salary Maximum coverage is \$250,000	On the first day of the calendar year following the year the employee is hired, must work a minimum of 780 hours per calendar year.	Employee paid 100%
Optional Life	May be purchased in units of \$10,000 to a maximum of \$100,000		Employee paid 100%
Dependent Life	\$2,500 spouse & \$1,250 for each dependent child	Employee Life Benefit reduces by 50% at age 65 and coverage ends at age of 70 for Employee Life Benefit and Dependent Life Benefit as per Group Benefit provider contract. Optional Life Coverage is up to the age of 65, as per Group Benefit provider contract.	Karis Disability Services paid

**Other Provisions**

<b>Employee and Family Assistance Program</b>	<b>Information resource and confidential short-term counseling</b>	<b>1<sup>st</sup> day of employment, subject to Letter of Understanding – Employee and Family Assistance Program (See <i>Homewood EFAP brochure for details</i>)</b>	<b>Karis Disability Services paid</b>
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**NOTE: Seasonal Employees are eligible to participate in the Employee and Family Assistance Program.**

<b>Employee and Family Assistance Program</b>	<b>Information resource and confidential short-term counseling</b>	<b>1<sup>st</sup> day of employment, subject to Letter of Understanding – Employee and Family Assistance Program (See <i>Homewood EFAP brochure for details</i>)</b>	<b>Karis Disability Services paid</b>
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**APPENDIX C**  
**Job Descriptions**

## **LETTER OF UNDERSTANDING #1- TARGETED WAGE INCREASES**

**AND WHEREAS** the Employer's funding is determined on a year-to-year basis by the Government of Saskatchewan (GOS) **NOW THEREFORE** the parties agree as follows:

- 1. In the event that the GOS informs the Employer that it will be provided with an annualized targeted wage increase subsequent to ratification of and prior to the expiration of this Agreement the parties agree to meet within thirty (30) days of such notification to discuss the particulars of such additional funding.**
  
- 2. The parties agree that if such funding provides a greater right or benefit to the applicable positions than the annual wage increases provided in Appendix A of this agreement, such wage enhancement shall replace and supersede all annual wage increases provided under this Agreement that have not yet been implemented at the time such funding is announced by the GOS. The parties further agree that in no case shall such targeted wage increase be in addition to the negotiated annual wage increases provided under this agreement.**

**Nothing in this Letter of Understanding shall entitle either party to negotiate or demand changes to the Agreement during the term of this Agreement that are unrelated to an annualized targeted wage enhancement as contemplated herein.**

**LETTER OF UNDERSTANDING #2 – EMPLOYEE ASSISTANCE PROGRAM**

**Within sixty (60) days of ratification the employees in this bargaining unit will be enrolled in the Homewood Employee and Family Assistance Program. This will replace the Lifeworks Employee Assistance Program.**

**IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on this 30th day of October 2024 .**

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

**Signed on behalf of:  
Karis Disability Services  
(Christian Horizons)**

**ORIGINAL SIGNED BY:**

**Kat Robertson  
Bargaining Committee Chair**

**ORIGINAL SIGNED BY:**

**Jennifer Gleva,  
Vice President,  
Human Resources**

**ORIGINAL SIGNED BY:**

**Denise Serhan  
Bargaining Committee Member**

**ORIGINAL SIGNED BY:**

**Hilary Sandell-Atkins,  
Executive Director,  
Saskatchewan District**

**ORIGINAL SIGNED BY:**

**Cory Madsen  
Bargaining Committee Member**

**ORIGINAL SIGNED BY:**

**Logan Runnalls,  
Area Manager**

**ORIGINAL SIGNED BY:**

**Isabelita Tapitan  
Bargaining Committee Member**

**ORIGINAL SIGNED BY:**

**Dani Shaw,  
Legal Counsel**

**ORIGINAL SIGNED BY:**

**Charleen Nadeau  
Bargaining Committee Member**

**ORIGINAL SIGNED BY:**

**Raul Ortega  
Labour Relations Officer**